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

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): August 10, 2018 (August 7, 2018)

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

Delaware
(State or Other Jurisdiction
Of Incorporation)

333-225927
(Commission
File Number)

82-5121920
(I.R.S. Employer
Identification No.)

600 Travis Street
Houston, Texas
(Address of principal executive offices)

77002
(Zip Code)

(281) 840-4000
(Registrant's telephone number, including area code)

NOT APPLICABLE
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry Into a Material Definitive Agreement.

On August 7, 2018 (the “Distribution Date”), Linn Energy, Inc. (“Linn”) completed the previously announced spin-off of Riviera Resources, Inc. (“Riviera or the “Company”) from Linn through the pro rata distribution of all of the shares of the Company’s outstanding common stock (“Riviera Common Stock”) to Linn’s stockholders (the “Spin-Off”). In conjunction with the completion of the Spin-Off, the Company entered into a Separation and Distribution Agreement, a Tax Matters Agreement and Transition Services Agreement with Linn to govern the relationship of the parties following the Spin-Off.

Separation and Distribution Agreement

On the Distribution Date, the Company entered into the Separation and Distribution Agreement with Linn that provided for the allocation of assets and liabilities between the Company and Linn and establishes certain rights and obligations between the parties following the Spin-Off.

Transfer of Assets and Assumption of Liabilities. The Separation and Distribution Agreement provided for the transfers of assets and assumptions of liabilities that are necessary in connection with the Spin-Off so that (i) the Company was allocated all of the pre-Spin-Off assets and related liabilities of Linn, other than Linn’s 50% equity interest in Roan Resources, LLC (“Roan”) and any related liabilities, and (ii) Linn was allocated Linn’s 50% equity interest in Roan and any related liabilities. In particular, the Separation and Distribution Agreement provided that, subject to the terms and conditions contained in the Separation and Distribution Agreement:

- “Riviera assets”, including, but not limited to, the following were retained by or transferred to the Company:
 - all of the equity interests of each subsidiary of Linn, other than Roan;
 - any and all assets reflected on the audited consolidated balance sheet of the Company;
 - all of the pre-Spin-Off assets of Linn, other than Linn’s 50% equity interest in Roan and certain other immaterial assets; and
 - any and all other assets primarily relating to or used in the business of Linn prior to the Spin-Off, other than the Roan business.
- “Riviera liabilities”, including, but not limited to, the following were retained by or transferred to Riviera:
 - any and all liabilities (whether accrued, contingent or otherwise, and subject to certain exceptions) to the extent primarily related to, arising out of or resulting from (a) the operation or conduct of the business of Linn prior to the Spin-Off, other than the Roan business, or (b) the Riviera assets;
 - any and all liabilities (whether accrued, contingent or otherwise) relating to, arising out of, or resulting from any indebtedness of the Company or any indebtedness secured by any of the Riviera assets; and
 - any and all liabilities (whether accrued, contingent or otherwise) reflected on the audited consolidated balance sheet of the Company included in the prospectus dated July 26, 2018 and filed with the Securities and Exchange Commission (the “SEC”) on that date pursuant to Rule 424(b) (the “Prospectus”).
- “Linn liabilities”, referring generally to all liabilities (whether accrued, contingent or otherwise, and subject to certain exceptions) related to Linn’s 50% equity interest in Roan, were retained by Linn.

The allocation of liabilities with respect to taxes were solely covered by the Tax Matters Agreement, described below.

Further Assurances. To the extent that any transfers of assets or assumptions of liabilities contemplated by the Separation and Distribution Agreement have not been consummated on or prior to the Distribution Date, the parties agreed to cooperate with each other and use commercially reasonable efforts to effect such transfers or assumptions as promptly as practicable following the Distribution Date.

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

The Distribution. The Separation and Distribution Agreement governs certain rights and obligations of the parties regarding the Spin-Off and certain actions that occurred prior to the Spin-Off, such as the election of officers and directors and the adoption of the Company’s certificate of incorporation (the “Certificate of Incorporation”) and bylaws (the “Bylaws”), as described in Item 5.03 below. Prior to the Spin-Off, the Company delivered all the issued and outstanding shares of Riviera Common Stock to the distribution agent. Following the Distribution Date, the distribution agent electronically delivered the shares of Riviera Common Stock to Linn’s stockholders based on each holder of Linn common stock receiving one share of Riviera Common Stock for each share of Linn common stock held as of August 3, 2018 (the “Record Date”).

Release of Claims and Indemnification. The Company and Linn agreed to broad releases pursuant to which they each released the other and certain related persons specified in the Separation and Distribution Agreement from any claims against any of them that arise out of or relate to events, circumstances or actions occurring or failing to occur or alleged to occur or to have failed to occur or any conditions existing or alleged to exist at or prior to the time of the Spin-Off. These releases are subject to certain exceptions set forth in the Separation and Distribution Agreement and ancillary agreements.

The Separation and Distribution Agreement provides for cross-indemnities that, except as otherwise provided in the Separation and Distribution Agreement, are principally designed to place financial responsibility for the obligations and liabilities of the Company’s business with the Company, and financial responsibility for the obligations and liabilities of the Roan business with Linn. Specifically:

- Linn will and will cause its subsidiaries to indemnify, defend and hold harmless the Company, its subsidiaries and each of their respective affiliates (and the respective directors, officers, employees and agents and each of the heirs, executors, successors and assigns of any of the foregoing) from all indemnifiable losses of such indemnitees, arising out of, by reason of or otherwise in connection with (a) the Linn liabilities, (b) any misstatement of or omission to state a material fact contained in the Company’s or its subsidiaries’ public filings, only to the extent the misstatement or omission is based upon written information that was furnished by Linn or its subsidiaries (or incorporated by reference from a filing of Linn or its subsidiaries) and then only to the extent the statement or omission was made or occurred after the Spin-Off and relates to Roan or its business, or (c) any breach by Linn or its subsidiaries of any provision of the Separation and Distribution Agreement or any ancillary agreement unless such ancillary agreement expressly provides for separate indemnification therein, in which case any such indemnification claims will be made thereunder; and
- the Company will and will cause its subsidiaries to indemnify, defend and hold harmless Linn, its subsidiaries and each of their respective affiliates (and the respective directors, officers, employees and agents and each of the heirs, executors, successors and assigns of any of the foregoing) from all indemnifiable losses of such indemnitees, arising out of, by reason of or otherwise in connection with (a) the Riviera liabilities, (b) any misstatement of or omission to state a material fact contained in Linn’s or its subsidiaries’ public filings, only to the extent the misstatement or omission is based upon written information that was furnished by the Company or its subsidiaries (or incorporated by reference from a filing of the Company or its subsidiaries), (c) any breach by the Company of any provision of the Separation and Distribution Agreement or any ancillary agreement unless such ancillary agreement expressly provides for separate indemnification therein, in which case any such indemnification claims will be made thereunder, or (d) any claims, demands or liabilities (whether accrued, contingent or otherwise) arising out of the Spin-Off that would not otherwise constitute Linn liabilities, including (without limitation) any claims or demands made by any shareholder of the Company or Linn.

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

Other Matters Governed by the Separation and Distribution Agreement. The Separation and Distribution Agreement includes customary covenants regarding access to information, maintenance of insurance, dispute resolution, confidentiality, and treatment of expenses to be incurred by Linn prior to any consolidation with Roan (including advancement and reimbursement provisions).

The foregoing description of the Separation and Distribution Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Separation and Distribution Agreement, a copy of which is attached as Exhibit 2.1 hereto and incorporated by reference herein.

Tax Matters Agreement

On the Distribution Date, the Company entered into a Tax Matters Agreement with Linn that governs the respective rights, responsibilities and obligations of the Company and Linn after the Spin-Off with respect to tax liabilities and benefits, tax contests and other tax sharing regarding U.S. federal, state, local and foreign income taxes, other tax matters and related tax returns. Because the Company was previously a subsidiary of Linn, it had and continues to have several liability with Linn to the IRS for the combined U.S. federal income taxes of the Linn consolidated group relating to the taxable periods in which the Company was part of that group (including any U.S. federal income taxes arising as a result of the Spin-Off). The Tax Matters Agreement specifies the portion of this tax liability for which the parties will bear responsibility and generally provides that the Company is liable for substantially all such liabilities. Although valid as between the parties, the Tax Matters Agreement will not be binding on the IRS.

The foregoing description of the Tax Matters Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Tax Matters Agreement, a copy of which is attached as Exhibit 10.1 hereto and incorporated by reference herein.

Transition Services Agreement

On the Distribution Date, the Company entered into a Transition Services Agreement with Linn under which the Company will provide Linn with certain services for a limited time to help ensure an orderly transition following the Spin-Off.

Pursuant to the Transition Services Agreement, the Company agreed to provide Linn with certain finance, financial reporting, information technology, investor relations, legal, payroll, tax and other services. The Company will reimburse Linn for, or pay on Linn's behalf, all direct and indirect costs and expenses incurred by Linn during the term of the agreement in connection with the fees for any such services. In addition, from time to time during the term of the agreement, the Company and Linn may mutually agree on additional services to be provided.

The services to be provided by the Company under the Transition Services Agreement will, subject to certain exceptions, be provided to Linn following the Spin-Off until the earlier of (x) December 31, 2018 or (y) the closing date as set forth in any reorganization agreement entered into by and between Linn and Roan. Linn may terminate any services upon 30-days advance notice to the Company. Each party also has the right to terminate the agreement if the other party breaches any of its obligations under the agreement, subject to providing notice and opportunity to cure, solely with respect to service or services impacted by the breach.

The Company agreed to provide the services in a professional and workmanlike manner, and at a level of service substantially similar to the level of service with which the services were provided to Linn (where applicable) since August 31, 2017.

The Transition Services Agreement generally provides that each party will bear its own risks with respect to the receipt and provision of the transition services, with limited exceptions for items such as the other party's gross negligence or willful misconduct.

The foregoing description of the Transition Services Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Transition Services Agreement, a copy of which is attached as Exhibit 10.2 hereto and incorporated by reference herein.

Registration Rights Agreement

On the Distribution Date, the Company entered into a Registration Rights Agreement (the “Registration Rights Agreement”) with certain of its stockholders that own at least 10% of the Riviera Common Stock or that are otherwise reasonably determined to be affiliates of the Company (collectively, the “Registration Rights Holders”).

The Registration Rights Agreement requires the Company, within 60 calendar days following the Distribution Date, subject to certain exceptions, to file a shelf registration statement that includes the Registrable Securities (as defined in the Registration Rights Agreement) whose inclusion has been timely requested. The Registration Rights Agreement also provides the Registration Rights Holders the ability to demand registrations or underwritten shelf takedowns subject to certain requirements and exceptions. In addition, if the Company proposes to register shares of Riviera Common Stock in certain circumstances, the Registration Rights Holders will have certain “piggyback” registration rights, subject to restrictions set forth in the Registration Rights Agreement, to include their shares of the Riviera Common Stock in the registration statement.

The Registration Rights Agreement also provides that (a) for so long as the Company is subject to the requirements to publicly file information or reports with the SEC pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), the Company will use best efforts to timely file all information and reports with the SEC and comply with all such requirements, and (b) if the Company is not subject to the requirements of Section 13 or 15(d) of the Exchange Act, make available information necessary to comply with Section 4(a)(7) of the Securities Act of 1933, as amended (the “Securities Act”) and Rule 144 and Rule 144A, if available with respect to resales of the Registrable Securities under the Securities Act, at all times, all to the extent required from time to time to enable such Registration Rights Holder to sell Registrable Securities without registration under the Securities Act.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Registration Rights Agreement, a copy of which is attached as Exhibit 10.3 hereto and incorporated by reference herein.

Omnibus Incentive Plan

Immediately prior to the Spin-Off on the Distribution Date, the Riviera Resources 2018 Omnibus Incentive Plan (the “Omnibus Plan”) became effective following its approval and adoption by the Company’s Board of Directors and sole stockholder. A description of the material terms of the Omnibus Incentive Plan are contained in the Prospectus under the sections titled “Executive Compensation—Riviera Management Incentive Plan,” which description is incorporated herein by reference.

The foregoing description of the Omnibus Plan does not purport to be complete and is qualified in its entirety by reference to the full text of the Omnibus Incentive Plan, a copy of which is attached as Exhibit 10.4 hereto and incorporated by reference herein.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth under Item 5.03 of this Current Report on Form 8-K is incorporated into this Item 3.03 by reference.

Item 5.01 Changes in Control of Registrant.

The information set forth under Item 2.01 of this Current Report on Form 8-K is incorporated into this Item 5.01 by reference.

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

Indemnity Agreements

On the Distribution Date, the Company entered into individual indemnity agreements with each of the executive officers and directors of the Company. The indemnity agreements require the Company to indemnify these individuals to the fullest extent permitted under Delaware law against liability that may arise by reason of their service to the Company, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified. The Company may enter into indemnity agreements with any future directors or executive officers.

The foregoing description of the form of indemnity agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the form of indemnity agreement, a copy of which is attached as Exhibit 10.5 hereto and incorporated by reference herein.

Spin-Off Compensation Arrangements

Certain of the Company's named executive officers held Linn equity awards immediately prior to the Spin-Off. On the Distribution Date, (i) each of the Company's named executive officers who held then-outstanding Linn restricted stock units received one restricted stock unit with respect to the Riviera Common Stock in respect of each such outstanding Linn restricted stock unit, (ii) all of such named executive officers' outstanding but unvested Linn restricted stock units fully vested, without pro-rata, and were settled in Linn common stock, and (iii) David B. Rottino, President and Chief Executive Officer of the Company, fully vested in his existing shares of restricted Linn common stock and received a corresponding number shares of Riviera restricted common stock (which will be subject to the same vesting conditions as were applicable to the corresponding shares of restricted Linn common stock). The Riviera restricted stock units will continue to vest subject to, and in accordance with, the terms applicable to the corresponding Linn restricted stock units and were not subject to acceleration in connection with the Spin-Off.

In addition, as previously disclosed by Linn, Mr. Rottino and certain former executives of Linn (collectively, the "Linn Executives") had the contractual right to make a one-time election to sell a portion of their vested shares of Linn common stock (including those that vested in connection with any termination of employment) to Linn. On the Distribution Date, immediately prior to the consummation of the Spin-Off and in accordance with the exercise of such elections, Linn purchased from the Linn Executives and immediately cancelled 2,477,834 shares of Linn common stock (the "Repurchased Shares") pursuant to the terms of the Linn Executives' existing separation or other arrangements. No shares of Riviera common stock were distributed in respect of any Repurchased Shares.

Certain Relationships and Related Party Transactions

The transaction described under the heading "Registration Rights Agreement" in Item 1.01 may be deemed to be related party transactions. As such, the disclosure contained therein is incorporated by reference into this Item 5.02.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On the Distribution Date, prior to the consummation of the Spin-Off, Riviera Resources, LLC (the "LLC") filed a certificate of conversion (the "Conversion Certificate"), pursuant to which the LLC converted from a Delaware limited liability company to a Delaware corporation named "Riviera Resources, Inc." In connection with such conversion, the Company filed the Certificate of Incorporation with the office of the Secretary of State of the State of Delaware. Also on the Distribution Date, the Company adopted the Bylaws. Descriptions of the material provisions of the Certificate of Incorporation and the Bylaws are contained in the Company's registration statement on Form S-8 filed with the SEC on the Distribution Date, which description is incorporated herein by reference.

The foregoing description of the Conversion Certificate, Certificate of Incorporation and Bylaws does not purport to be complete and is qualified in its entirety by reference to the full text of the Conversion Certificate, Certificate of Incorporation and Bylaws, copies of which are attached as Exhibits 3.1, 3.2 and 3.3 hereto, respectively, and are incorporated herein by reference.

Item 8.01 Other Events.

On the Distribution Date, Linn issued a press release announcing the completion of the Spin-Off. A copy of the press release is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit Number</u>	<u>Description</u>
2.1#	<u>Separation and Distribution Agreement, dated August 7, 2018, between Linn Energy, Inc. and Riviera Resources, Inc.</u>
3.1	<u>Certificate of Conversion of Riviera Resources, LLC.</u>
3.2	<u>Certificate of Incorporation of Riviera Resources, Inc. (incorporated by reference to Exhibit 4.1 of the Company's Registration Statement on Form S-8 filed on August 7, 2018).</u>
3.3	<u>Bylaws of Riviera Resources, Inc. (incorporated by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-8 filed on August 7, 2018).</u>
10.1	<u>Tax Matters Agreement, dated August 7, 2018, between Linn Energy, Inc., Riviera Resources, Inc. and the subsidiaries of Riviera Resources, Inc. party thereto.</u>
10.2	<u>Transition Services Agreement, dated August 7, 2018, between Linn Energy, Inc. and Riviera Resources, Inc.</u>
10.3	<u>Registration Rights Agreement, dated as of August 7, 2018, among Riviera Resources, Inc. and the holders party thereto.</u>
10.4	<u>Riviera Resources, Inc. 2018 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.1 of the Company's Registration Statement on Form S-8 filed on August 7, 2018).</u>
10.5	<u>Form of Indemnity Agreement between Riviera Resources, Inc. and the directors and officers of Riviera Resources, Inc. (incorporated by reference to Exhibit 10.4 of the Company's Registration Statement on Form S-8 filed on August 7, 2018).</u>
99.1	<u>Press release, dated August 7, 2018, issued by Linn Energy, Inc.</u>

Pursuant to Item 601(b)(2) of Regulation S-K, the registrant agrees to furnish supplementally a copy of any omitted exhibit or schedule to the SEC upon request.

SIGNATURES

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

Dated: August 10, 2018

RIVIERA RESOURCES, INC.

By: /s/ David B. Rottino

Name: David B. Rottino

Title: President and Chief Executive Officer

SEPARATION AND DISTRIBUTION AGREEMENT

by and between

LINN ENERGY, INC.

and

RIVIERA RESOURCES, INC.

Dated as of August 7, 2018

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SEPARATION AND DISTRIBUTION AGREEMENT

SEPARATION AND DISTRIBUTION AGREEMENT (this "Agreement"), dated as of August 7, 2018, by and between Riviera Resources, Inc., a Delaware corporation ("SpinCo"), and Linn Energy, Inc., a Delaware corporation ("Linn"). SpinCo, on the one hand, and Linn, on the other hand, are sometimes referred to herein collectively as the "Parties" and individually as a "Party." Capitalized terms shall have the meanings set forth in Section 1.1.

W I T N E S S E T H:

WHEREAS, on July 25, 2018, pursuant to the Merger Agreement (as defined below), LINN Energy, Inc., a Delaware corporation formed on February 14, 2018 ("Old LINN"), merged with and into Linn Merger Sub #1, LLC, a Delaware limited liability company ("Merger Sub"), with Merger Sub surviving as a wholly owned subsidiary of Linn and the stockholders of Old LINN receiving Class A common stock, par value \$0.001 per share, in Linn ("Linn Common Stock") as merger consideration (the "F-Reorganization");

WHEREAS, immediately following the F-Reorganization, Linn caused the 50% equity interest in Roan Resources held by Roan Holdco, LLC to be distributed to Linn;

WHEREAS, on or prior to the date hereof, Riviera Resources, LLC (the "Predecessor") converted from a Delaware limited liability company to a Delaware corporation and changed its name to "Riviera Resources, Inc." (the "Conversion"), and in connection with the Conversion, all of the outstanding membership interests in the Predecessor were converted into shares of common stock, par value \$0.01 per share, in SpinCo ("SpinCo Common Stock");

WHEREAS, on the terms and subject to the conditions contained herein, the Parties shall separate the Roan Business (as defined below) and the SpinCo Business (as defined below) by means of the Distribution (as defined below), all as more fully described in this Agreement and the agreements and actions contemplated by this Agreement (the "Separation");

WHEREAS, in order to effect the Separation, immediately prior to the Effective Time (as defined below), Linn will distribute to the holders of outstanding shares of Linn Common Stock, on a pro rata basis (without consideration being paid by such stockholders), all of the outstanding shares of SpinCo Common Stock;

WHEREAS, the board of directors of Linn (the "Linn Board of Directors") has approved the Separation; and

WHEREAS, it is appropriate and desirable to set forth the principal corporate transactions required to effect the Separation and the Distribution, and to set forth certain other agreements that will, following the Distribution, govern certain other matters relating to the Separation and the Distribution and the relationship of Linn, SpinCo and their respective Affiliates.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 General. As used in this Agreement, the following terms shall have the following meanings:

- (1) “2018 Internal Control Audit and Management Assessments” shall have the meaning set forth in Section 7.2(b).
- (2) “Action” shall mean any demand, action, claim, suit, countersuit, charge, complaint, arbitration, inquiry, subpoena, proceeding or investigation by or before any court or grand jury, any Governmental Entity or any arbitration or mediation tribunal.
- (3) “Affiliate” shall mean, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person. For the purposes of this definition, “control,” when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise; provided, however, that (i) Linn and the other members of the Linn Group shall not be considered Affiliates of SpinCo or any of the other members of the SpinCo Group and (ii) SpinCo and the other members of the SpinCo Group shall not be considered Affiliates of Linn or any of the other members of the Linn Group.
- (4) “Agreement” shall have the meaning set forth in the preamble.
- (5) “Agreement Disputes” shall have the meaning set forth in Section 8.1.
- (6) “Ancillary Agreements” shall mean all of the written Contracts, instruments, assignments, licenses, guarantees, indemnities or other arrangements (other than this Agreement) entered into in connection with the transactions contemplated hereby, including the Assignment Agreement, the Tax Matters Agreement and the Transition Services Agreement.
- (7) “Assignment Agreement” shall mean the Assignment Agreement by and between Linn and SpinCo, substantially in the form attached hereto as Exhibit A.
- (8) “Assets” shall mean assets, properties, claims and other rights (including goodwill), wherever located (including in the possession of suppliers, distributors, vendors or other third parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible, intangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the Records or financial statements of any Person, including (but not limited to) the following:
 - (i) all accounting and other legal and business books, records, ledgers and files, whether paper, electronic or any other form;
 - (ii) all apparatuses, computers and other electronic data processing and communications equipment, electronic storage equipment, fixtures, machinery, furniture, office equipment, automobiles, trucks, vessels, aircraft and other transportation equipment, special and general tools, test devices, prototypes and models and other equipment and tangible personal property;

- (iii) all inventories of work-in-process and finished products and goods, materials, parts, raw materials and supplies;
- (iv) all interests in real property of whatever nature, including easements, whether as owner, mortgagee or holder of a Security Interest in real property, lessor, sublessor, lessee, sublessee or otherwise;
- (v) all interests in any capital stock or other equity interests of any Subsidiary or any other Person, all bonds, notes, debentures or other securities issued by any Subsidiary or any other Person, all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person and all other investments in securities of any Person;
- (vi) all licenses, Contracts, leases of personal property, open purchase orders for raw materials, supplies, parts or services, unfilled orders for the manufacture and sale of products and other Contracts or commitments;
- (vii) all deposits, letters of credit and performance and surety bonds;
- (viii) all written (including in electronic form) technical information, data, specifications, research and development information, engineering drawings and specifications, operating and maintenance manuals, and materials and analyses prepared by consultants and other third parties;
- (ix) all Intellectual Property;
- (x) all Software;
- (xi) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer and vendor data, correspondence and lists, product data and literature, artwork, design, development and business process files and data, vendor and customer drawings, formulations, specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents;
- (xii) all prepaid expenses, trade accounts and other accounts and notes receivables;
- (xiii) all rights under Contracts, all rights in connection with any bids or offers, and all claims or rights against any Person, choses in action or similar rights, whether sounding in tort, contract or otherwise, and whether accrued or contingent;
- (xiv) all rights under insurance policies and all rights in the nature of insurance, indemnification or contribution;
- (xv) all licenses, permits, approvals and authorizations which have been issued by any Governmental Entity;
- (xvi) all cash or cash equivalents, bank accounts, lock boxes and other deposit arrangements; and
- (xvii) all interest rate, currency, commodity or other swap, collar, cap or other hedging or similar Contracts or arrangements.

The rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, Taxes, or any refunds or benefits related thereto, shall not be treated as Assets.

- (9) “Assume” shall have the meaning set forth in Section 2.2(c); and the terms “Assumed” and “Assumption” shall have their correlative meanings.
- (10) “Audit” shall have the meaning set forth in the Tax Matters Agreement.
- (11) “Audited Party” shall have the meaning set forth in Section 7.2(c).
- (12) “Blue Mountain Credit Agreement” shall mean the Credit Agreement by and among Blue Mountain Midstream LLC, as borrower, Royal Bank of Canada, as administrative agent, and certain other financial institutions party thereto, as lenders.
- (13) “Business” shall mean the Roan Business or the SpinCo Business, as applicable.
- (14) “Business Day” shall mean any day that is not a Saturday, a Sunday or any other day on which banks are required or authorized by Law to be closed in The City of New York.
- (15) “Business Entity” shall mean any corporation, partnership, limited liability company or other entity which may legally hold title to Assets.
- (16) “Claims Administration” shall mean the processing of claims made under the Policies, including the reporting of losses or claims to insurance carriers, management and defense of claims, the settlement of claims and providing for appropriate releases upon settlement of claims.
- (17) “Closing Linn Expenses Amount” shall mean the aggregate amount of fees, costs and expenses actually incurred by Linn during the Pre-Consolidation Period, to be determined in good faith by the Parties no later than the Business Day prior to the Consolidation Date. For the avoidance of doubt, the “Closing Linn Expenses Amount” shall exclude the amount of any fees, costs and expenses actually incurred by any Subsidiary of Linn, including Roan Resources, during the Pre-Consolidation Period.
- (18) “Code” shall have the meaning set forth in the preamble.
- (19) “Code Section 409A” shall mean Section 409A of the Code and the regulations and guidance promulgated thereunder.
- (20) “Commission” shall mean the United States Securities and Exchange Commission.
- (21) “Confidential Information” shall mean all non-public, confidential or proprietary Information of or concerning (a) a Party and/or any member of its Group or their past, current or future activities, businesses, finances, Assets, Liabilities or operations or (b) any third party who has provided Information to a Party and/or any member of its Group in confidence, except, in each case, for any Information that is (i) in the public domain or available to the public through no fault of the Party or any member of its Group to which it was furnished or their authorized recipients of the Information, (ii) lawfully acquired after the Effective Time by the Party or any member of its Group to which it was furnished from other sources not known to be subject to confidentiality obligations with respect to such Information or (iii) independently developed by the Party or any member its Group to which it was furnished after the Effective Time without use of or reference to any Confidential Information.

- (22) “Consents” shall mean any consents, waivers or approvals from, or notification requirements to, any Person other than a Governmental Entity.
- (23) “Consolidation Date” shall mean the closing date of the proposed reorganization transaction involving Linn, Roan Holdings and Roan Resources as contemplated by the proposed Master Reorganization Agreement by and among Linn, Roan Holdings and Roan Resources.
- (24) “Continuing Arrangements” shall mean those arrangements set forth on Schedule 1.1(24) and such other commercial arrangements among the Parties (and/or the members of their respective Groups) that are intended to survive and continue following the Effective Time.
- (25) “Contract” shall mean any agreement, contract, subcontract, obligation, binding understanding, note, indenture, guarantee, instrument, option, lease, promise, arrangement, release, warranty, license, sublicense, insurance policy, benefit plan, purchase order or legally binding commitment or undertaking (whether written or oral and whether express or implied).
- (26) “Conversion” shall have the meaning set forth in the recitals.
- (27) “CPR” shall have the meaning set forth in Section 8.2.
- (28) “D&O Policies” shall mean the Policies set forth on Schedule 9.6 under the heading “D&O Policies.”
- (29) “Disclosure Documents” shall mean any registration statement (including any registration statement on Form S-1, Form S-3 or Form 10) or other document filed with the Commission by or on behalf of any Party or any of its controlled Affiliates, and also includes any information statement, prospectus, offering memorandum, offering circular or similar disclosure document, whether or not filed with the Commission or any other Governmental Entity, which offers for sale or registers the Transfer or distribution of any security of such Party or any of its controlled Affiliates.
- (30) “Distribution” shall mean the distribution on the Distribution Date to holders of record of shares of Linn Common Stock as of the Record Date of the SpinCo Common Stock owned by Linn on the basis of one (1) share of SpinCo Common Stock for every one (1) outstanding share of Linn Common Stock.
- (31) “Distribution Agent” shall mean American Stock Transfer & Trust Company, LLC.
- (32) “Distribution Date” shall mean the date on which the Distribution to the Holders of Linn Common Stock is effective.
- (33) “Effective Time” shall mean the time at which the Distribution occurs on the Distribution Date (or such other time as may be agreed to in writing by the Parties).
- (34) “Estimated Linn Expenses” shall mean the aggregate estimated fees, costs and expenses expected to be incurred by Linn during the Pre-Consolidation Period, as determined by the Parties on or prior to the Distribution Date. For the avoidance of doubt, the amount of Estimated Linn Expenses shall (i) equal the Retained Amount, (ii) exclude the amount of any fees, costs and expenses expected to be incurred by any Subsidiary of Linn, including Roan Resources, during the Pre-Consolidation Period, and (iii) exclude any fees, costs and expenses related to Taxes, which shall be governed by the Tax Matters Agreement.

(35) “Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time that reference is made thereto.

(36) “Existing Credit Agreement” shall mean that certain Credit Agreement, dated as of August 4, 2017, as amended, among LINN Energy Holdco II, LLC, as borrower, LINN Energy Holdco, LLC, as parent, Linn Energy, Inc., Royal Bank of Canada, as administrative agent, Citibank, N.A., as syndication agent, Barclays Bank PLC, JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc. and PNC Bank National Association, as co-documentation agents, and the lenders party thereto.

(37) “F-Reorganization” shall have the meaning set forth in the recitals.

(38) “Force Majeure” shall mean, with respect to a Party, an event beyond the reasonable control of such Party (or any Person acting on its behalf), which by its nature could not have been foreseen by such Party (or such Person), or, if it could have been foreseen, was unavoidable, and includes, without limitation, acts of God, storms, floods, earthquakes, hurricanes, riots, pandemics, fires, sabotage, strikes, lockouts, civil commotion or civil unrest, interference by civil or military authorities, government action or inaction, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism.

(39) “Governmental Approvals” shall mean any notices or reports to be submitted to, or other registrations or filings to be made with, or any consents, registrations, approvals, permits or authorizations to be obtained from, any Governmental Entity.

(40) “Governmental Entity” shall mean any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau, arbitration tribunal or court, whether domestic, foreign or multinational, exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any executive official thereof.

(41) “Group” shall mean (i) with respect to Linn, the Linn Group, and (ii) with respect to SpinCo, the SpinCo Group.

(42) “Indemnifiable Loss” and “Indemnifiable Losses” shall mean any and all damages, losses, deficiencies, Liabilities, obligations, penalties, judgments, settlements, claims, payments, fines, interest, costs and expenses (including the costs and expenses of any and all Actions and demands, assessments, judgments, settlements and compromises relating thereto and the reasonable costs and expenses of attorneys’, accountants’, consultants’ and other professionals’ fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder), excluding special, consequential, indirect and/or punitive damages (other than special, consequential, indirect, reputational and/or punitive damages awarded to any third party against an Indemnitee) and excluding Taxes (other than Taxes arising with respect to a non-Tax claim). In addition, “Indemnifiable Losses” shall not include any non-cash costs or charges, except to the extent such non-cash costs or charges result in a cash payment by the applicable Indemnitee.

(43) “Indemnifying Party” shall have the meaning set forth in Section 6.4(a).

(44) “Indemnitee” shall have the meaning set forth in Section 6.4(a).

(45) “Indemnity Payment” shall have the meaning set forth in Section 6.8(a).

(46) “Information” shall mean information and data, whether or not patentable or copyrightable, in written, oral, electronic, computerized or digital, or other tangible or intangible forms, stored in any medium, including studies, reports, records, ledgers, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, artwork, models, prototypes, samples, policies, procedures and manuals, flow charts, product literature, files, data, computer data, disks, diskettes, tapes, computer programs or other software, marketing plans, customer names, correspondence, communications (including attorney-client privileged communications), memos and other materials of any nature, including operational, technical or legal, and other technical, financial, employee or business information or data, including earnings reports and forecasts, macro-economic reports and forecasts, all cost information, sales and pricing data, business plans, market evaluations, surveys, credit-related information and customer information.

(47) “Inseparable Insured Claim” shall have the meaning set forth in Section 9.4.

(48) “Insurance Proceeds” shall mean those monies (i) received by an insured from an insurance carrier or (ii) paid by an insurance carrier on behalf of an insured, in either case net of any applicable premium adjustment, retrospectively-rated premium, deductible, retention, or cost of reserve paid or held by or for the benefit of such insured.

(49) “Insured Claims” shall mean those Liabilities that, individually or in the aggregate, are covered within the terms and conditions of any of the Policies, whether or not subject to deductibles, co-insurance, uncollectibility or retrospectively-rated premium adjustments, but only to the extent that such Liabilities are within applicable Policy limits, including aggregates.

(50) “Intellectual Property” shall mean all intellectual property and proprietary rights of any kind or nature, including all U.S. and non-U.S. (i) patents, patent applications, patent disclosures, inventions, invention disclosures, utility models and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions and extensions thereof, (ii) Trademarks, (iii) copyrights and copyrighted works, including software, code, compilations and documentation, website and mobile media content, photography, graphics and advertising materials, (iv) rights of publicity, (v) moral rights and rights of attribution and integrity, (vi) rights in Software, data and databases, (vii) trade secrets and all other confidential information, including technology, know-how, inventions, proprietary processes, formulae, models, methodologies, discoveries, techniques, designs, specifications and drawings, (viii) rights of privacy and rights to personal information, (ix) telephone numbers and Internet protocol addresses, (x) all rights in the foregoing and in other similar intangible assets, (xi) all applications and registrations for, and renewals of, the foregoing, (xii) all foreign counterparts of the foregoing and (xiii) all rights and remedies against past, present, and future infringement, misappropriation, or other violation of the foregoing.

(51) “Law” shall mean any U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, law, act, ordinance, regulation, rule, regulation, code, order, judgment, injunction, ruling, decree, writ, treaty (including any income tax treaty) or requirement or rule of law (including common law) or other binding directives of any Governmental Entity.

(52) “Liabilities” shall mean any and all debts, assurances, commitments, guarantees, liabilities, costs, expenses, interest and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, reserved or unreserved, or determined or determinable, in each case whether or not recorded or reflected or required to be recorded or reflected on the Records or financial statements of any Person, including those arising under any Law, claim, demand, Action, whether asserted or unasserted, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity and those arising under any Contract, release or warranty, or any fines, damages or equitable relief which may be imposed and including all costs and expenses related thereto.

(53) “LIBOR” shall mean an interest rate per annum equal to the applicable three-month London Interbank Offer Rate for deposits in United States dollars published in *The Wall Street Journal*.

(54) “Linn” shall have the meaning set forth in the preamble.

(55) “Linn Assets” shall mean all Assets of Linn, SpinCo and their respective subsidiaries, excluding the SpinCo Assets.

(56) “Linn Board of Directors” shall have the meaning set forth in the recitals.

(57) “Linn Common Stock” shall have the meaning set forth in the recitals.

(58) “Linn Equity and Incentive Plan” shall mean the Linn Energy, Inc. 2017 Omnibus Incentive Plan, as amended from time to time.

(59) “Linn Group” shall mean Linn and each Person that is a direct or indirect Subsidiary of Linn (other than any member of the SpinCo Group), including Roan Resources.

(60) “Linn Indemnites” shall mean Linn, each member of the Linn Group, each of their respective directors, officers, employees and agents and each of the respective heirs, executors, successors and assigns of any of the foregoing.

(61) “Linn Liabilities” shall mean:

(i) the Liabilities listed or described on Schedule 1.1(61)(i); and

(ii) any and all Liabilities that are expressly contemplated by this Agreement or any Ancillary Agreement (or the Schedules hereto or thereto) as Liabilities to be retained or Assumed by Linn or any member of the Linn Group, and all agreements, obligations and other Liabilities of Linn or any member of the Linn Group under this Agreement or any of the Ancillary Agreements.

The rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, Taxes, or any refunds or benefits related thereto, shall not be treated as Linn Liabilities.

(62) “Linn RSU” shall mean a vested or unvested stock-settled restricted stock unit (granted with reference to shares of Linn Common Stock) subject only to time-vesting conditions pursuant to the applicable award agreement issued under the Linn Equity and Incentive Plan, which is outstanding immediately prior to the Effective Time.

(63) “Merger Agreement” shall mean that certain Agreement and Plan of Merger, dated as of July 25, 2018, among Old LINN, Merger Sub and Linn.

(64) “Merger Sub” shall have the meaning set forth in the recitals.

(65) “Old LINN” shall have the meaning set forth in the recitals.

- (66) “Other Expenses” shall have the meaning set forth in Section 10.5.
- (67) “Other Party’s Auditors” shall have the meaning set forth in Section 7.2(c).
- (68) “Party” and “Parties” shall have the meaning set forth in the preamble.
- (69) “Person” shall mean any natural person, firm, individual, corporation, business trust, joint venture, association, company, limited liability company, partnership or other organization or entity, whether incorporated or unincorporated, or any Governmental Entity.
- (70) “Policies” shall mean all insurance policies and insurance Contracts of any kind (including primary, excess and umbrella policies, comprehensive general liability policies, director and officer liability, fiduciary liability, automobile, aircraft, property and casualty, workers’ compensation and employee dishonesty insurance policies, bonds and self-insurance and captive insurance company arrangements), current or past (to the extent any such past policy or Contract still provides for benefits), which are or at any time were maintained by or on behalf of or for the benefit or protection of Linn, its Subsidiaries or any of their predecessors which relate to the Roan Business or the SpinCo Business, or current or past directors, officers, employees or agents of any of the foregoing Businesses, including those insurance policies and insurance contracts set forth on Schedule 9.6.
- (71) “Post-Spin Linn RSU” shall have the meaning set forth in Section 3.7(a)(i) hereof.
- (72) “Pre-Consolidation Period” shall mean the period from the Effective Time to, but not including, the Consolidation Date.
- (73) “Predecessor” shall have the meaning set forth in the recitals.
- (74) “Privilege” shall have the meaning set forth in Section 7.9(a).
- (75) “Privileged Information” shall have the meaning set forth in Section 7.9(a).
- (76) “Recipients” shall have the meaning set forth in Section 7.8(a).
- (77) “Record Date” shall mean August 3, 2018.
- (78) “Records” shall mean any Contracts, documents, books, records or files, including all books of account, stock records and ledgers, financial, accounting and personnel records, files, invoices, customers’ and suppliers’ lists, other distribution lists, operating, production and other manuals and sales and promotional literature, in all cases, in any form or medium.
- (79) “Retained Amount” shall mean an amount in cash equal to \$40,000,000.
- (80) “Roan Business” shall mean the business of Roan Resources, which business is conducted entirely through Linn’s 50% equity interest in Roan Resources.
- (81) “Roan Holdings” shall mean Roan Holdings, LLC, a Delaware limited liability company.
- (82) “Roan Resources” shall mean Roan Resources LLC, a Delaware limited liability company.
- (83) “Securities Act” shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time that reference is made thereto.

(84) “Security Interest” shall mean any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-way, covenant, condition, easement, encroachment, restriction on transfer, or other encumbrance of any nature whatsoever, excluding restrictions on transfer under securities Laws.

(85) “Separation” shall have the meaning set forth in the recitals.

(86) “Separation Expenses” shall mean an amount in cash set forth under on Schedule 10.5.

(87) “Separation Transactions” shall have the meaning set forth in Section 2.2(a).

(88) “Software” shall mean all computer software, including source code, object code, executable code, firmware, systems, tools, and all information and documentation (including manuals) related to any of the foregoing.

(89) “SpinCo” shall have the meaning set forth in the preamble.

(90) “SpinCo Assets” shall mean, without duplication:

(i) the ownership interests in those Business Entities that are included in the definition of SpinCo Group including those Business Entities set forth on Schedule 1.1(96) in the definition of SpinCo Group;

(ii) any and all Assets reflected on the SpinCo Balance Sheet or the accounting records supporting such balance sheet and any Assets acquired by or for SpinCo or any member of the SpinCo Group subsequent to the date of such balance sheet which, had they been so acquired on or before such date and owned as of such date, would have been reflected on such balance sheet if prepared on a consistent basis, subject to any dispositions of any of such Assets subsequent to the date of such balance sheet;

(iii) subject to Article IX, any and all rights of any member of the SpinCo Group under any Policies, including any rights thereunder arising after the Distribution Date in respect of any Policies that are occurrence Policies;

(iv) the Assets set forth on Schedule 1.1(90)(iv), and any and all Assets that are expressly contemplated by this Agreement or any Ancillary Agreement as Assets which have been or are to be Transferred to or retained by SpinCo or any other member of the SpinCo Group;

(v) any and all furnishings and office equipment, including information technology hardware, located at a physical site of which the ownership or leasehold interest is being Transferred to or retained by SpinCo; and

(vi) any and all other Assets owned or held immediately prior to the Effective Time by Linn or any of its Subsidiaries (including, prior to the Distribution Date, SpinCo or any of its Subsidiaries) primarily relating to or used in the SpinCo Business. The intention of this clause (viii) is only to rectify any inadvertent omission or Transfer of any Asset that, had the Parties given specific consideration to such Asset as of the date hereof, would have otherwise been classified as a SpinCo Asset. No Asset shall be deemed a SpinCo Asset solely as a result of this clause

(vi) unless a claim with respect thereto is made by SpinCo within the applicable time period(s) established by Section 2.4(e).

Notwithstanding the foregoing, the SpinCo Assets shall not include any Assets that are expressly contemplated by this Agreement or any Ancillary Agreement (or the Schedules hereto or thereto) as Assets to be retained by or Transferred to any member of the Linn Group.

(91) “SpinCo Balance Sheet” shall mean the condensed consolidated balance sheet of the Predecessor, including the notes thereto, included in the final version of the SpinCo Prospectus, as filed with the SpinCo Form S-1.

(92) “SpinCo Business” shall mean any business of Linn and its Subsidiaries prior to the Separation other than the Roan Business.

(93) “SpinCo Common Stock” shall have the meaning set forth in the recitals.

(94) “SpinCo Equity and Incentive Plan” shall mean the Riviera Resources, Inc. 2018 Omnibus Incentive Plan, as amended from time to time.

(95) “SpinCo Form S-1” shall mean the Registration Statement on Form S-1 (File No. 333-225927), as amended or supplemented, filed by the Predecessor with the Commission in connection with the Distribution.

(96) “SpinCo Group” shall mean (a) prior to the Effective Time, SpinCo and each Person that will be a Subsidiary of SpinCo as of immediately after the Effective Time, including those entities identified on Schedule 1.1(96), even if, prior to the Effective Time, such Person is not a Subsidiary of SpinCo; and (b) on and after the Effective Time, SpinCo and each Person that is a Subsidiary of SpinCo.

(97) “SpinCo Indemnitees” shall mean each member of the SpinCo Group and each of their Affiliates and each member of the SpinCo Group’s and their respective Affiliates’ respective directors, officers, employees and agents and each of the respective heirs, executors, successors and assigns of any of the foregoing.

(98) “SpinCo Liabilities” shall mean:

(i) any and all Liabilities that are expressly contemplated by this Agreement or any Ancillary Agreement (or the Schedules hereto or thereto, including Schedule 1.1(98)(i) hereto) as Liabilities to be Assumed by any member of the SpinCo Group, and all obligations and Liabilities expressly Assumed by any member of the SpinCo Group under this Agreement or any of the Ancillary Agreements;

(ii) any and all Liabilities primarily relating to, arising out of or resulting from:

(a) the operation or conduct of the SpinCo Business, as conducted at any time prior to, on or after the Effective Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority) with respect to the SpinCo Business);

(b) the operation or conduct of any business conducted by any member of the SpinCo Group at any time after the Effective Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority) with respect to the SpinCo Business); or

(c) any and all SpinCo Assets, whether arising before, on or after the Effective Time;

(iii) any and all Liabilities relating to, arising out of or resulting from any indebtedness (including debt securities and asset-backed debt) of any member of the SpinCo Group or indebtedness (regardless of the issuer of, or obligor under, such indebtedness) relating to the SpinCo Business or any indebtedness (regardless of the issuer of, or obligor under, such indebtedness) secured by any of the SpinCo Assets (including any Liabilities relating to, arising out of or resulting from a claim by a holder of any such indebtedness, in its capacity as such); and

(iv) any and all Liabilities reflected as liabilities or obligations on the SpinCo Balance Sheet or the accounting records supporting such balance sheet, and all Liabilities arising or Assumed after the date of such balance sheet which, had they arisen or been Assumed on or before such date and been retained as of such date, would have been reflected on such balance sheet if prepared on a consistent basis, subject to any discharge of such Liabilities subsequent to the date of the SpinCo Balance Sheet.

Notwithstanding anything to the contrary herein, the SpinCo Liabilities shall not include:

- (x) any Liabilities that are expressly contemplated by this Agreement or any Ancillary Agreement (or the Schedules hereto or thereto) as Liabilities to be retained or Assumed by any member of the Linn Group or for which any such Party is liable pursuant to this Agreement or such Ancillary Agreement;
- (y) any Liabilities listed on Schedule (62)(i) as “Linn Liabilities”; and
- (z) any Contracts expressly Assumed by any member of the Linn Group under this Agreement or any of the Ancillary Agreements.

The rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, Taxes shall not be treated as SpinCo Liabilities.

(99) “SpinCo Prospectus” shall mean the prospectus that forms a part of the SpinCo Form S-1, including any amendment or supplement thereto.

(100) “SpinCo RSU” shall mean a vested or unvested stock-settled restricted stock unit (granted with reference to shares of SpinCo Common Stock) issued under the SpinCo Equity and Incentive Plan.

(101) “Subsidiary” shall mean with respect to any Person (i) a corporation, fifty percent (50%) or more of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person and (ii) any other partnership, joint venture, association, joint stock company, trust, unincorporated organization or other entity in which such Person, directly or indirectly, owns fifty percent (50%) or more of the equity economic interest thereof or has the power to elect or direct the election of fifty percent (50%) or more of the members of the governing body of such entity or otherwise has control over such entity (e.g., as the managing partner of a partnership).

(102) “Tax” shall have the meaning set forth in the Tax Matters Agreement.

(103) “Tax Matters Agreement” shall mean the Tax Matters Agreement by and between Linn and SpinCo.

- (104) “Tax Return” shall have the meaning set forth in the Tax Matters Agreement.
- (105) “Third Party Claim” shall have the meaning set forth in Section 6.4(b).
- (106) “Third Party Proceeds” shall have the meaning set forth in Section 6.8(a).
- (107) “Trademarks” shall mean all U.S. and foreign trademarks, service marks, corporate names, trade names, domain names, logos, slogans, designs, trade dress and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing.
- (108) “Transfer” shall have the meaning set forth in Section 2.2(b)(i).
- (109) “Transition Services Agreement” shall mean the Transition Services Agreement by and between Linn and SpinCo.

Section 1.2 References; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words “include,” “includes” and “including,” when used in this Agreement, shall be deemed to be followed by the phrase “without limitation.” Unless the context otherwise requires, references in this Agreement to Articles, Sections, Annexes, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words “hereof,” “hereby” and “herein” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement.

ARTICLE II

THE SEPARATION

Section 2.1 General. Subject to the terms and conditions of this Agreement, the Parties shall use, and shall cause their respective Affiliates to use, their respective commercially reasonable efforts to consummate the transactions contemplated hereby (as promptly as reasonably practicable), including the Separation Transactions. It is the intent of the Parties that after consummation of the transactions contemplated hereby, including the Separation Transactions, subject to Section 2.4, (i) Linn shall directly own a 50% equity interest in Roan Resources, all of Linn’s and its Subsidiaries’ right, title and interest in and to the Linn Assets will be owned or held by a member of the Linn Group, the Roan Business will be conducted by the members of the Linn Group and the Linn Liabilities will be all Assumed directly or indirectly by (or remain with) a member of the Linn Group, and (ii) SpinCo shall, directly or indirectly, own all of the equity interests of each member of the SpinCo Group (other than SpinCo), all of Linn’s and its Subsidiaries’ right, title and interest in and to the SpinCo Assets will be owned or held by a member of the SpinCo Group, the SpinCo Business will be conducted by the members of the SpinCo Group and the SpinCo Liabilities will be all Assumed directly or indirectly by (or remain with) a member of the SpinCo Group.

Section 2.2 Separation Transactions; Transfer of Assets; Assumption of Liabilities.

(a) Separation Transactions. On or prior to the Effective Time and to the extent not already completed, Linn and its Subsidiaries shall take steps (which may include the transfer of shares or other equity interests, the formation of new entities and/or the declaration and payment of dividends or other distributions) as may be necessary or desirable to effect (i) the F-Reorganization; (ii) the distribution to Linn of all of the outstanding membership interests in Roan Resources held by Roan Holdco, LLC; (iii) the distribution to Linn of all of the outstanding membership interests in the Predecessor; (iv) the Conversion; and (v) the assignment by Linn to SpinCo of all of the outstanding membership interests in Merger Sub pursuant to the Assignment Agreement (the transactions in clauses (i) through (v) of this Section 2.2(a), the "Separation Transactions"), and any additional immaterial and/or ministerial steps that are otherwise required in order to effect the Separation Transactions, in order to cause (A) Linn to directly own the 50% equity interest in Roan Resources and (B) SpinCo to, directly or indirectly, own all of the equity interests of each member of the SpinCo Group (other than SpinCo). In the event such steps are not able to be completed by the Effective Time, the Parties shall use their commercially reasonable efforts to effect other actions following the Effective Time in accordance with, and subject to the limitations of, Section 2.4 to cause the result set forth above.

(b) Transfer of Other Assets. Prior to the Effective Time and to the extent not already completed, in accordance with the Separation Transactions:

(i) Linn shall, and shall cause the applicable members of the Linn Group to, as applicable, transfer, contribute, assign and convey or cause to be transferred, contributed, assigned and conveyed ("Transfer"), to SpinCo or the applicable member of the SpinCo Group all of Linn's and the applicable Linn Group members' respective right, title and interest in and to the SpinCo Assets; and

(ii) SpinCo shall, and shall cause the applicable members of its Group to, as applicable, Transfer to Linn or the applicable member of the Linn Group all of SpinCo's and the applicable SpinCo Group members' respective right, title and interest in and to the Linn Assets.

(c) Assumption of Liabilities. Except as otherwise specifically set forth in any Ancillary Agreement, from and after the Effective Time, in accordance with the Separation Transactions, (i) Linn shall, or shall cause a member of the Linn Group to, accept, assume (or, as applicable, retain) and perform, discharge and fulfill, in accordance with their respective terms ("Assume"), all of the Linn Liabilities, and (ii) SpinCo shall, or shall cause a member of the SpinCo Group to, Assume all the SpinCo Liabilities, in each case, regardless of (A) when or where such Liabilities arose or arise, (B) whether the facts upon which they are based occurred prior to, on or subsequent to the Effective Time, (C) where or against whom such Liabilities are asserted or determined and (D) regardless of whether arising from or alleged to arise from negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the Linn Group or the SpinCo Group, as the case may be, or any of their past or present respective directors, officers, employees, agents, Subsidiaries or Affiliates.

(d) Consents. The Parties shall use their commercially reasonable efforts to obtain the required Consents to Transfer any Assets, Contracts, licenses, permits and authorizations issued by any Governmental Entity or parts thereof, as contemplated by this Agreement, prior to the Effective Time, or, pursuant to Section 2.7, following the Effective Time.

(e) Other. SpinCo hereby waives compliance by each and every member of the Linn Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the SpinCo Assets to any member of the SpinCo Group. Linn hereby waives compliance by each and every member of the SpinCo Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the Linn Assets to any member of the Linn Group.

Section 2.3 Limitation of Liability.

(a) Neither Party shall have any Liability to the other Party in the event that any information exchanged or provided pursuant to this Agreement (but excluding any such information included in any Disclosure Document) which is an estimate or forecast, or which is based on an estimate or forecast, is found to be inaccurate.

(b) Except as set forth in Section 2.3(c), neither Party nor any member of its Group shall be liable to the other Party or any Subsidiary of the other Party based upon, arising out of or resulting from any Contract, arrangement, course of dealing or understanding existing on or prior to the Effective Time (other than this Agreement, any Ancillary Agreement, any Continuing Arrangements, the Merger Agreement or any Contract entered into in connection herewith or in order to consummate the transactions contemplated hereby or thereby or by the Separation Transactions).

(c) The provisions of Section 2.3(b) shall not apply to any agreements, arrangements, commitments or understandings to which any Person other than the Parties and their respective Affiliates is a Party (it being understood that to the extent that the rights and obligations of the Parties and the members of their respective Groups under any such Contracts constitute Linn Assets or Linn Liabilities, or SpinCo Assets or SpinCo Liabilities, such Contracts shall be assigned or retained pursuant to this Article II).

Section 2.4 Transfers Not Effected On or Prior to the Effective Time; Transfers Deemed Effective as of the Effective Time.

(a) To the extent that any Transfers of Assets (including any entity) or Assumption of Liabilities contemplated by this Article II or any other Ancillary Agreement shall not have been consummated at or prior to the Effective Time, the Parties shall use commercially reasonable efforts to effect such Transfers as promptly following the Effective Time as shall be practicable.

(b) In the event that any such Transfer of Assets (including any entity) or Assumption of Liabilities has not been consummated, from and after the Effective Time (i) the Party retaining such Asset shall thereafter hold such Asset for the use and benefit of the Party entitled thereto (at the expense of the Person entitled thereto) and (ii) the Party intended to Assume such Liability shall, or shall cause the applicable member of its Group to, (A) pay or reimburse the Party retaining such Liability for all amounts paid or incurred in connection with the retention of such Liability and (B) perform any non-monetary Liabilities in the place of the Party retaining such Liability to the extent such performance is practicable, permitted under applicable Law and does not result in a breach or default (or give rise to any termination rights, penalties or other remedies for the benefit of any counterparty) under any applicable Contract. To the extent the foregoing applies to any Contracts to be assigned for which any necessary Consents or Governmental Approvals are not received prior to the Effective Time, the treatment of such Contracts shall, for the avoidance of doubt, be subject to Section 2.7, to the extent applicable. In addition, the Party retaining such Asset or Liability shall, insofar as reasonably possible and to the extent permitted by applicable Law, treat such Asset or Liability in the ordinary course of business in accordance with past practice and take such other actions as may be reasonably requested by the Party to which such Asset is to be Transferred or by the Party Assuming such Liability in order to place such Party, insofar as reasonably possible, in the same position as if such Asset or Liability had been Transferred or Assumed as contemplated hereby and so that all the benefits and burdens relating to such Asset or Liability, including possession, use, risk of loss, potential for gain, and dominion, control and command over such Asset or Liability, are to inure from and after the Effective Time to the member or members of the Linn Group or the SpinCo Group, as applicable, entitled to the receipt of such Asset or required to Assume such Liability. In furtherance of the foregoing, the Parties agree that, as of the

Effective Time, each Party shall be deemed to have acquired complete and sole beneficial ownership over all of the Assets, together with all rights, powers and privileges incident thereto, and shall be deemed to have Assumed in accordance with the terms of this Agreement all of the Liabilities, and all duties, obligations and responsibilities incident thereto, which such Party is entitled to acquire or required to Assume pursuant to the terms of this Agreement.

(c) If and when the Consents, Governmental Approvals and/or conditions, the absence or non-satisfaction of which caused the deferral of Transfer of any Asset or deferral of the Assumption of any Liability pursuant to Section 2.4(a), are obtained or satisfied, as applicable, the Transfer, assignment, Assumption or novation of the applicable Asset or Liability shall be effected in accordance with and subject to the terms of this Agreement and/or the applicable Ancillary Agreement, and shall, to the extent possible without the imposition of any cost on any Party (other than *de minimis* costs), be deemed to be effective as of the Effective Time.

(d) Except as otherwise stated herein or in any Ancillary Agreement, the Party retaining any Asset (including any entity) or Liability shall not be obligated to expend any money to Transfer such Asset to such other Party unless the necessary funds are advanced, assumed, or agreed in advance to be reimbursed by the Party entitled to such Asset or the Person intended to be subject to such Liability, other than reasonable attorneys' fees and recording or similar fees, all of which shall be promptly reimbursed by the Party entitled to such Asset or the Person intended to be subject to such Liability.

(e) On and prior to the eighteen (18) month anniversary following the Effective Time, if any Party owns any Asset, that, although not Transferred pursuant to this Agreement, is agreed by such Party and the other Party in their good faith judgment to be an Asset that more properly belongs to the other Party or a Subsidiary of the other Party, or an Asset that such other Party or Subsidiary was intended to have the right to continue to use (other than (for the avoidance of doubt) any Asset acquired from an unaffiliated third party by a Party or member of such Party's Group following the Effective Time), then the Party owning such Asset shall, as applicable (i) Transfer any such Asset to the other Party or the Subsidiary of the other Party identified as the appropriate transferee and following such Transfer, such Asset shall be a Linn Asset or SpinCo Asset, as the case may be, or (ii) grant such mutually agreeable rights with respect to such Asset to permit such continued use, subject to, and consistent with this Agreement, including with respect to Assumption of associated Liabilities.

(f) After the Effective Time, each Party may receive mail, packages and other communications properly belonging to the other Party. Accordingly, at all times after the Effective Time, each Party authorizes the other Party to receive and open all mail, packages and other communications received by the other Party and not unambiguously intended for the other Party, any member of such Party's Group or any of their respective officers or directors, and to the extent that they do not relate to the business of the receiving Party, the receiving Party shall promptly deliver such mail, packages or other communications (or, in case the same relate to both businesses, copies thereof) to the other Party as provided for in Section 10.6. The provisions of this Section 2.4(f) are not intended to, and shall not, be deemed to constitute an authorization by any Party to permit the other to accept service of process on its behalf and no Party is or shall be deemed to be the agent of the other Party for service of process purposes.

(g) Each of Linn and SpinCo shall, and shall cause the members of its respective Group to, (i) treat for all Tax purposes (A) any Transferred deferred Assets as assets having been Transferred to and owned by the Party entitled to such Assets not later than the Effective Time and (B) any Transferred deferred Liabilities as liabilities having been Assumed and owed by the Person intended to be subject to such Liabilities not later than the Effective Time and (ii) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by applicable Tax Law or good faith resolution of an Audit relating to Taxes).

Section 2.5 Conveyancing and Assumption Instruments. In connection with, and in furtherance of, the Transfers of Assets and the Assumptions of Liabilities contemplated by this Agreement, the Parties shall execute or cause to be executed, on or after the date hereof by the appropriate entities to the extent not executed prior to the date hereof (but subject to Section 2.4), such bills of sale, quitclaim deeds, stock powers, certificates of title, assignments of Contracts and other instruments of transfer, conveyance and assignment as and to the extent necessary to evidence the valid Transfer to the applicable Party or member of such Party's Group of all right, title and interest in and to its accepted Assets and the valid and effective Assumption by the applicable Party of its Assumed Liabilities for Transfers and Assumptions to be effected pursuant to the Laws of one of the states of the United States or, if not appropriate for a given Transfer or Assumption, and for Transfers to be effected pursuant to non-U.S. Laws, in such other form as the Parties shall reasonably agree, including the Transfer of real property by mutually acceptable conveyancing deeds as may be appropriate and in form and substance as may be required by the jurisdiction in which the real property is located.

Section 2.6 Further Assurances.

(a) In addition to and without limiting the actions specifically provided for elsewhere in this Agreement, including Section 2.4, each of the Parties shall cooperate with each other and use (and will cause its respective Subsidiaries and Affiliates to use) commercially reasonable efforts, at and after the Effective Time, to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary on its part under applicable Law, regulations or contractual obligations to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Without limiting the foregoing, at and after the Effective Time, each Party shall cooperate with the other Party, and without any further consideration, but at the expense of the requesting Party from and after the Effective Time, subject to Section 2.4, to execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, all instruments, including instruments of Transfer, and to make all filings with, and to obtain all Consents and/or Governmental Approvals of, any Governmental Entity or any other Person under any permit, license, Contract, indenture or other instrument (including any Consents or Governmental Approvals), and to take all such other actions as such Party may reasonably be requested to take by the other Party from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effectuate the provisions and purposes of this Agreement and the Ancillary Agreements and the Transfers of the applicable Assets and the assignment and Assumption of the applicable Liabilities and the other transactions contemplated hereby and thereby. Without limiting the foregoing, each Party will, at the reasonable request, cost and expense of the other Party, subject to Section 2.7, take such other actions as may be reasonably necessary to vest in such other Party good and marketable title to the Assets allocated to such Party under this Agreement or any of the Ancillary Agreements, free and clear of any Security Interest, if and to the extent it is practicable to do so, other than zoning, entitlement, building and other land use regulations.

Section 2.7 Disclaimer of Representations and Warranties. EACH OF LINN (ON BEHALF OF ITSELF AND EACH MEMBER OF THE LINN GROUP) AND SPINCO (ON BEHALF OF ITSELF AND EACH MEMBER OF THE SPINCO GROUP) UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, IN ANY ANCILLARY AGREEMENT, IN ANY CONTINUING ARRANGEMENT OR IN THE MERGER AGREEMENT, NO PARTY TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT, ANY CONTINUING ARRANGEMENT, THE MERGER AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT, ANY ANCILLARY AGREEMENTS, ANY CONTINUING ARRANGEMENT, THE MERGER AGREEMENT OR OTHERWISE, IS REPRESENTING OR WARRANTING IN ANY WAY AS TO THE ASSETS, BUSINESSES, INFORMATION OR LIABILITIES CONTRIBUTED, TRANSFERRED OR ASSUMED AS CONTEMPLATED HEREBY OR THEREBY, AS TO ANY CONSENTS OR GOVERNMENTAL APPROVALS REQUIRED IN CONNECTION HERewith OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS, RESTRICTIONS ON TRANSFER, ENCUMBRANCE OR LIEN, NON-INFRINGEMENT, OR ANY OTHER MATTER CONCERNING, ANY ASSETS OF SUCH PARTY, OR AS TO THE ABSENCE OF ANY DEFENSES OR RIGHT OF SETOFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY ACTION OR OTHER ASSET, INCLUDING ACCOUNTS RECEIVABLE, OF ANY PARTY, OR AS TO THE LEGAL SUFFICIENCY OF ANY CONTRIBUTION, ASSIGNMENT, DOCUMENT, CERTIFICATE OR INSTRUMENT DELIVERED HEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF OR THEREOF. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN, IN ANY ANCILLARY AGREEMENT, IN ANY CONTINUING ARRANGEMENT OR IN THE MERGER AGREEMENT, ALL SUCH ASSETS ARE BEING TRANSFERRED ON AN "AS IS," "WHERE IS" BASIS (AND, IN THE CASE OF ANY REAL PROPERTY, BY MEANS OF A QUITCLAIM OR SIMILAR FORM DEED OR CONVEYANCE) AND THE RESPECTIVE TRANSFEREES SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT (I) ANY CONVEYANCE SHALL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD AND MARKETABLE TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST, RESTRICTIONS ON TRANSFER, ENCUMBRANCE OR LIEN AND (II) ANY NECESSARY CONSENTS, NOTICES OR GOVERNMENTAL APPROVALS ARE NOT OBTAINED OR MADE, OR THAT ANY REQUIREMENTS OF LAWS OR JUDGMENTS ARE NOT COMPLIED WITH. NO PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY IN THE EVENT THAT ANY INFORMATION EXCHANGED OR PROVIDED PURSUANT TO THIS AGREEMENT THAT IS AN ESTIMATE OR FORECAST, OR WHICH IS BASED ON AN ESTIMATE OR FORECAST, IS FOUND TO BE INACCURATE.

ARTICLE III

CERTAIN ACTIONS AT OR PRIOR TO THE DISTRIBUTION

Section 3.1 Certificate of Incorporation; Bylaws. On or prior to the Distribution Date, all necessary actions shall be taken to adopt the form of Certificate of Incorporation and Bylaws filed by the Predecessor with the Commission as exhibits to the SpinCo Form S-1.

Section 3.2 Directors. On or prior to the Distribution Date, Linn shall take all necessary action (i) to procure the resignations of Mark E. Ellis and David B. Rottino from the Linn Board of Directors and (ii) to cause the board of directors of SpinCo to consist, as of the Effective Time, of the individuals identified in the SpinCo Prospectus as directors of SpinCo.

Section 3.3 Officers. On or prior to the Distribution Date, Linn shall take all necessary action (i) to appoint David B. Rottino as Chief Executive Officer and President of Linn, and James G. Frew as Executive Vice President and Chief Financial Officer of Linn, and (ii) to cause the individuals identified in the SpinCo Prospectus to be appointed as officers of SpinCo as of or prior to the Effective Time.

Section 3.4 Resignations. Except as otherwise provided in Sections 3.3, on or prior to the Distribution Date or as soon as practicable thereafter, SpinCo shall cause all its employees and any employees of its Subsidiaries (excluding any employees of any member of the Linn Group) to resign, effective as of the Effective Time, from all positions as officers or directors of any members of the Linn Group in which they serve.

Section 3.5 Reimbursement. In the event that the Retained Amount exceeds the Closing Linn Expenses Amount as of the Business Day prior to the Consolidation Date, Linn shall promptly reimburse SpinCo (no later than two Business Days following the Consolidation Date), the amount of such difference on a dollar-for-dollar basis.

Section 3.6 Ancillary Agreements. At or prior to the Effective Time, each of Linn and SpinCo shall enter into, and/or (where applicable) shall cause a member or members of its respective Group to enter into, the Ancillary Agreements and any other Contracts in respect of the Distribution reasonably necessary or appropriate in connection with the transactions contemplated hereby and thereby.

Section 3.7 Employee Matters.

(a) Restricted Stock Units. Except as otherwise agreed between Linn and the holder of a Linn RSU in writing:

(i) At or prior to the Effective Time, Linn shall take all actions necessary such that, as of the Effective Time, by virtue of the Distribution, each holder of a Linn RSU shall (A) continue to hold such Linn RSU (with the number of shares of Linn Common Stock to which such Linn RSU relates unchanged as a result of the Distribution) (a "Post-Spin Linn RSU"), and (B) receive a SpinCo RSU (with the number of shares of SpinCo Common Stock to which such SpinCo RSU relates, rounded down to the nearest whole number of shares, equal to the number of shares of SpinCo Common Stock the holder of such Linn RSU would have been entitled to receive in the Distribution had the shares subject to such Linn RSU represented outstanding shares of Linn Common Stock).

(ii) Effective as of the Effective Time, each Post-Spin Linn RSU (whether vested or unvested) shall fully vest and be settled in Linn Common Stock.

(iii) Each SpinCo RSU shall be subject to the same terms and conditions after the Effective Time as the terms and conditions applicable to the corresponding Linn RSU immediately prior to the Effective Time and will not accelerate in connection with the Distribution.

(b) Equity and Incentive Plans.

(i) Prior to the Effective Time, Linn, as the sole stockholder of SpinCo, shall cause SpinCo to adopt the SpinCo Equity and Incentive Plan, and shall, in such capacity, approve its adoption to be effective as of the Effective Time. SpinCo shall grant each SpinCo RSU under the SpinCo Equity and Incentive Plan and related award agreement which shall provide that the terms and conditions applicable to the SpinCo RSUs shall be the same as those applicable to the corresponding Linn RSUs, including vesting provisions (as set forth in the applicable plan, award agreement or the award holder's then applicable employment agreement).

(ii) Upon the settlement of a Post-Spin Linn RSU, regardless of the holder thereof, Linn shall be solely responsible for the issuance of Linn Common Stock (or the payment of cash, if applicable), and for ensuring the withholding of all applicable Taxes on behalf of the employing entity of such holder and the remittance of such withholding Taxes to the employing entity of such holder; and the employing entity shall be solely responsible for promptly remitting such withheld amounts, along with the employer's portion of any applicable payroll Taxes due with respect to the exercise or vesting and settlement of such equity award, to the appropriate governmental entity. In order to ensure the proper amount of all applicable Taxes is withheld with respect to the settlement of Post-Spin Linn RSUs held by current or former SpinCo employees, SpinCo shall have a reasonable opportunity to review and, if necessary, request that Linn adjust the proposed withholding amount, which request Linn shall honor absent manifest error on SpinCo's part. After the Effective Time and following the settlement of all Post-Spin Linn RSUs, the Linn Equity and Incentive Plan shall be terminated.

(iii) Upon the settlement of a SpinCo RSU, regardless of the holder thereof, SpinCo shall be solely responsible for the issuance of SpinCo Common Stock, and for ensuring the withholding of all applicable Taxes on behalf of the employing entity of such holder and the remittance of such withholding Taxes to the employing entity of such holder; and the employing entity shall be solely responsible for promptly remitting such withheld amounts, along with the employer's portion of any applicable payroll Taxes due with respect to the exercise or vesting and settlement of such equity award, to the appropriate governmental entity. In order to ensure that the proper amount of all applicable Taxes is withheld with respect to the settlement of SpinCo RSUs held by current or former Linn employees, Linn shall have a reasonable opportunity to review and, if necessary, request that SpinCo adjust the proposed withholding amount, which request SpinCo shall honor absent manifest error on Linn's part.

(iv) Notwithstanding anything to the contrary contained herein, the provisions of this Section 3.7(b) shall be applied in a manner consistent with Code Section 409A and shall be modified, without the requirement of any further action by SpinCo or Linn, to the extent necessary to comply with Code Section 409A.

ARTICLE IV

THE DISTRIBUTION

Section 4.1 Stock Dividend to Linn. On or prior to the Distribution Date, Linn shall cause the Distribution Agent to distribute, on a pro rata basis, all of the outstanding shares of SpinCo Common Stock then owned by Linn to holders of Linn Common Stock on the Record Date, and to credit the appropriate number of such shares of SpinCo Common Stock to book entry accounts for each such holder or designated transferee or transferees of such holder of SpinCo Common Stock. SpinCo will not issue paper stock certificates in respect of the shares of SpinCo Common Stock. For stockholders of Linn who own Linn Common Stock through a broker or other nominee, their shares of SpinCo Common Stock shall be credited to their respective accounts by such broker or nominee. Each holder of Linn Common Stock on the Record Date (or such holder's designated transferee or transferees, as applicable) shall be entitled to receive in the Distribution one (1) share of SpinCo Common Stock for every one (1) share of Linn Common Stock held by such stockholder. Except as otherwise provided in the Tax Matters Agreement, no action by any such stockholder shall be necessary for such stockholder (or such stockholder's designated transferee or transferees) to receive the applicable number of shares of SpinCo Common Stock such stockholder is entitled to in the Distribution.

Section 4.2 Actions in Connection with the Distribution.

(a) SpinCo shall file such amendments and supplements to the SpinCo Form S-1 as Linn may reasonably request, and such amendments as may be necessary or appropriate in order to cause the SpinCo Form S-1 to become and remain effective as required by Law, including filing such amendments and supplements to the SpinCo Form S-1 as may be required by the Commission or federal, state or other applicable securities Laws. Promptly after receiving a request from Linn, to the extent requested, SpinCo shall prepare and, in accordance with applicable Law, file with the Commission any such documentation that Linn determines is necessary or desirable to effectuate the Distribution, and Linn and SpinCo shall each use commercially reasonable efforts to obtain all necessary approvals from the Commission with respect thereto as soon as practicable. Linn and SpinCo shall take all such action as may be necessary or appropriate under the securities or blue sky laws of the United States (and any comparable Laws under any foreign jurisdiction in connection with the Distribution).

(b) SpinCo shall mail to the holders of Linn Common Stock, at such time on or prior to the Distribution Date as Linn shall determine, the SpinCo Prospectus, as well as any other information concerning SpinCo, its business, operations and management, the Separation and such other matters as Linn shall reasonably determine are necessary and as may be required by the Commission or federal, state or other applicable securities Laws.

(c) SpinCo shall also cooperate with Linn in preparing, filing with the Commission and causing to become effective registration statements or amendments thereof which are required to reflect the establishment of, or amendments to, any employee benefit and other plans necessary or appropriate in connection with the Separation or other transactions contemplated by this Agreement and the Ancillary Agreements.

(d) SpinCo shall prepare and file, and shall use commercially reasonable efforts to have approved, an application for the quotation on the OTCQX Market of the SpinCo Common Stock to be distributed in the Distribution.

(e) Nothing in this Section 4.2 shall be deemed, by itself, to shift Liability for any portion of the SpinCo Form S-1 or SpinCo Prospectus to Linn.

Section 4.3 Sole Discretion of Linn. Linn shall, until the Effective Time, in its sole and absolute discretion, determine the Distribution Date and any and all terms of the Distribution, including the form, structure and terms of any transactions and/or offerings to effect the Distribution and the timing of and conditions to the consummation of the Distribution. In addition, Linn may, in accordance with Section 10.11, at any time and from time to time until the completion of the Distribution decide to abandon the Distribution or modify or change the terms of the Distribution, including by accelerating or delaying the timing of the consummation of all or part of the Distribution.

Section 4.4 Conditions to Distribution. The consummation of the Distribution shall be conditioned upon the satisfaction (or waiver by each Party) of each of the following conditions:

(a) The SpinCo Form S-1 shall have been declared effective by the Commission, no stop order suspending the effectiveness thereof shall be in effect, and no proceedings for such purpose shall be pending before or threatened by the Commission.

(b) Prior to the Distribution Date, the SpinCo Prospectus shall have been mailed to the holders of Linn Common Stock.

(c) Any material Governmental Approvals and other Consents necessary to consummate the Distribution or any portion thereof shall have been obtained and be in full force and effect.

(d) No order, injunction or decree issued by any Governmental Entity of competent jurisdiction or other legal restraint or prohibition preventing the consummation of all or any portion of the Distribution shall be in effect, and no other event shall have occurred or failed to occur that prevents the consummation of all or any portion of the Distribution.

(e) The Board of Directors of Linn shall have approved the Distribution, which approval may be given or withheld at its absolute and sole discretion.

(f) All conditions precedent to that certain Second Amendment, dated as of April 30, 2018, to the Existing Credit Agreement that are necessary to effectuate the Distribution shall have been satisfied or waived in accordance with the terms of such amendment.

(g) Each Ancillary Agreement shall have been executed by each party thereto.

ARTICLE V

CERTAIN COVENANTS

Section 5.1 Cooperation. In addition to the rights and obligations set forth in the Transition Services Agreement, from the Effective Time until the six (6) month anniversary of the Consolidation Date, each Party shall, and shall cause its respective Affiliates and employees to, (i) provide reasonable cooperation and assistance to the other Party (and any member of their respective Groups) in connection with the completion of the Separation (including assisting in the preparation of the Distribution), the Distribution and the other matters contemplated by this Agreement and the Ancillary Agreements, (ii) provide knowledge transfer regarding its respective Business at the reasonable request of the other Party, (iii) reasonably assist the other Party in the orderly and efficient transition in becoming an independent company, in each case at no additional cost to the Party requesting such assistance other than for the actual out-of-pocket costs incurred by any such Party, if applicable (including but not limited to fees of the other Party's independent accountants in connection with such requesting Party's preparation of its annual, quarterly or pro forma financial statements); provided, however, that such out-of-pocket costs shall not include the costs of salaries and benefits of employees of such Party or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing. The cooperation and assistance provided for in this Section 5.1 shall not be required to the extent such cooperation and assistance would result in an undue burden on any Party or would unreasonably interfere with any of its employees normal functions and duties. In furtherance of, and without limiting, the foregoing, each Party shall make reasonably available those employees with particular knowledge of any function or service of which the other Party was not allocated the employees involved in such function or service in connection with the Separation (including, employee benefits functions, risk management, etc.).

ARTICLE VI

INDEMNIFICATION

Section 6.1 Release of Pre-Distribution Claims.

(a) Except (i) as provided in Section 6.1(b), (ii) as may be otherwise expressly provided in this Agreement, the Merger Agreement or any Ancillary Agreement and (iii) for any matter for which any Party is entitled to indemnification or contribution pursuant to this Article VI, each Party (A) for itself and each member of its respective Group, their respective Affiliates and all Persons who at any time prior to the Effective Time were directors, officers, agents or employees of any member of its Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, do hereby remise, release and forever discharge the other Party and the other members of such other Party's Group, their respective Affiliates and all Persons who at any time prior to the Effective Time were shareholders, directors, officers, agents or employees of any member of such other Party's Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Effective Time, including in connection with the Separation and all other activities to implement the Distribution and any of the other transactions contemplated hereunder and under the Ancillary Agreements and (B) in any event will not, and will cause its respective Subsidiaries not to, bring any Action or claim against any member of the other Group in respect of any such Liabilities.

(b) Nothing contained in Section 6.1(a) shall impair or otherwise affect any right of any Party, and as applicable, a member of the Party's Group to enforce this Agreement, the Merger Agreement, any Ancillary Agreement or any agreements, arrangements, commitments or understandings contemplated in this Agreement, the Merger Agreement or any Ancillary Agreement to continue in effect after the Effective Time. In addition, nothing contained in Section 6.1(a) shall release any person from:

(i) any Liability Assumed, Transferred, assigned or allocated to a Party or a member of such Party's Group pursuant to or contemplated by, or any other Liability of any member of such Group under, this Agreement, the Merger Agreement or any Ancillary Agreement including (A) with respect to Linn, any Linn Liability, and (B) with respect to SpinCo, any SpinCo Liability;

(ii) any Liability for the sale, lease, construction or receipt of goods, property or services purchased, obtained or used in the ordinary course of business by a member of one Group from a member of the other Group prior to the Effective Time;

(iii) any Liability for unpaid amounts for products or services or refunds owing on products or services due on a value-received basis for work done by a member of one Group at the request or on behalf of a member of the other Group prior to the Effective Time;

(iv) any Liability provided in or resulting from any other Contract or understanding that is entered into after the Effective Time between any Party (and/or a member of such Party's Group), on the one hand, and the other Party (and/or a member of such Party's Group), on the other hand;

(v) any Liability with respect to any Continuing Arrangements set forth on Schedule 1.1(24); and

(vi) any Liability that the Parties may have with respect to indemnification or contribution pursuant to this Agreement, the Merger Agreement, any Ancillary Agreement or any Continuing Arrangement or otherwise for claims brought against the Parties by third Persons, which Liability shall be governed by the provisions of this Article VI and, if applicable, the appropriate provisions of the Merger Agreement, any Ancillary Agreement or any Continuing Arrangement.

In addition, nothing contained in Section 6.1(a) shall release a Party from indemnifying any director, officer or employee of the other Party who was a director, officer or employee of the other Party or any of its Affiliates on or prior to the Effective Time, to the extent such director, officer or employee is or becomes a named defendant in any Action with respect to which he or she was entitled to such indemnification pursuant to then-existing obligations.

(c) Each Party shall not, and shall not permit any member of its Group to, make any claim, demand or offset, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against the other Party or any member of the other Party's Group, or any other Person released pursuant to Section 6.1(a), with respect to any Liabilities released pursuant to Section 6.1(a).

(d) It is the intent of each Party, by virtue of the provisions of this Section 6.1, to provide for a full and complete release and discharge of all Liabilities existing or arising from all acts and events occurring or failing to occur or alleged to have occurred or to have failed to occur and all conditions existing or alleged to have existed on or before the Effective Time, whether known or unknown, between or among any Party (and/or a member of such Party's Group), on the one hand, and the other Party (and/or a member of such Party's Group), on the other hand (including any contractual agreements or arrangements existing or alleged to exist between or among any such members on or before the Effective Time), except as specifically set forth in Section 6.1(a) and 6.1(b). At any time, at the reasonable request of the other Party, each Party shall cause each member of its respective Group and, to the extent practicable each other Person on whose behalf it released Liabilities pursuant to this Section 6.1 to execute and deliver releases reflecting the provisions hereof.

Section 6.2 General Indemnification by Linn. Except as otherwise specifically set forth in any provision of this Agreement, the Merger Agreement or of any Ancillary Agreement, to the fullest extent permitted by Law, following the Effective Time, Linn shall and shall cause the other members of the Linn Group to indemnify, defend and hold harmless the SpinCo Indemnitees from and against any and all Indemnifiable Losses of the SpinCo Indemnitees, arising out of, by reason of or otherwise in connection with any of the following items (without duplication): (a) the Linn Liabilities, or any failure of Linn, any other member of the Linn Group or any other Person to pay, perform or otherwise promptly discharge any Linn Liabilities in accordance with their terms, whether prior to, on or after the Effective Time; (b) any misstatement or alleged misstatement of a material fact contained in any document filed with the Commission by any member of the SpinCo Group, pursuant to the Securities Act or the Exchange Act, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that (i) those Liabilities are caused by any such misstatement or omission or alleged misstatement or omission based upon written information that is either furnished to any member of the SpinCo Group by any member of the Linn Group or incorporated by reference by any member of the SpinCo Group from any filings made by any member of the Linn Group with the Commission pursuant to the Securities Act or the Exchange Act, (ii) such statement or omission was made or occurred after the Effective Date and (iii) such statement or omission relates to the Roan Business or Roan Resources; or (c) any breach by Linn of any provision of this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate indemnification therein, in which case any such indemnification claims shall be made thereunder.

Section 6.3 General Indemnification by SpinCo. Except as otherwise specifically set forth in any provision of this Agreement, the Merger Agreement or of any Ancillary Agreement, to the fullest extent permitted by Law, following the Effective Time, SpinCo shall and shall cause the other members of the SpinCo Group to indemnify, defend and hold harmless the Linn Indemnitees from and against any and all Indemnifiable Losses of the Linn Indemnitees arising out of, by reason of or otherwise in connection with any of the following items (without duplication): (a) the SpinCo Liabilities, or any failure of SpinCo, any other member of the SpinCo Group or any other Person to pay, perform or otherwise promptly discharge any SpinCo Liabilities in accordance with their terms, whether prior to, on or after the Effective Time; (b) any misstatement or alleged misstatement of a material fact contained in any document filed with the Commission by any member of the Linn Group pursuant to the Securities Act or the Exchange Act, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that those Liabilities are caused by any such misstatement or omission or alleged misstatement or omission based upon written information that is either furnished to any member of the Linn Group by any member of the SpinCo Group or incorporated by reference by any member of the Linn Group from any filings made by any member of the SpinCo Group with the Commission pursuant to the Securities Act or the Exchange Act; (c) any breach by SpinCo of any provision of this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate indemnification therein, in which case any such indemnification claims shall be made thereunder; or (d) any claims, demands or Liabilities arising out of the Separation that would not otherwise constitute Linn Liabilities, including without limitation any claims or demands made by any shareholder of Linn or SpinCo.

Section 6.4 Procedures for Indemnification.

(a) Other than with respect to Third Party Claims, which shall be governed by Section 6.4(b), each Linn Indemnitee or a SpinCo Indemnitee (each, an “Indemnitee”) shall give the other Party (the “Indemnifying Party”) notice of any matter that such Indemnitee has determined has given or could give rise to a right of indemnification under this Agreement or any Ancillary Agreement, within thirty (30) days of such determination, stating the amount of the Indemnifiable Loss claimed, if known, and method of computation thereof, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed by such Indemnitee or arises; provided, however, that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been actually prejudiced as a result of such failure. Subject to reasonable restrictions relating to confidentiality and privilege, each such Indemnitee shall provide the applicable Indemnifying Party with reasonable access, upon reasonable prior written notice and during normal business hours, in a manner so as not to unreasonably interfere in any material respect with the normal business operations of such Indemnitee, to its books and records, properties and personnel relating to the claim the Indemnitee has determined has given or could give rise to a right of indemnification under this Agreement or any Ancillary Agreement.

(b) Third Party Claims. If a claim or demand is made against an Indemnitee by any Person who is not a party to this Agreement (a “Third Party Claim”) as to which such Indemnitee is or may be entitled to indemnification pursuant to this Agreement or any Ancillary Agreement, such Indemnitee shall notify the Indemnifying Party in writing, and in reasonable detail (including, to the extent set forth in or readily apparent from the notices and documents received by the Indemnified Party, the facts and circumstances giving rise to such claim for indemnification), and include copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third Party Claim, of the Third Party Claim promptly (and in any event within twenty (20) Business Days) after receipt by such Indemnitee of written notice of the Third Party Claim; provided, however, that the failure to provide notice of any such Third Party Claim shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been materially and actually prejudiced as a result of such failure. Thereafter, the Indemnitee shall deliver to the Indemnifying Party, promptly (and in any event within ten (10) Business Days) after the Indemnitee’s receipt thereof, copies of all notices and

documents (including court papers) received by the Indemnitee relating to the Third Party Claim; provided, however, that the failure to forward such notices and documents shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been materially prejudiced as a result of such failure.

(c) Other than in the case of Taxes addressed in the Tax Matters Agreement, an Indemnifying Party shall be entitled to participate in the defense of any Third Party Claim and, if it so chooses, to assume the defense thereof, at such Indemnifying Party's own cost and expense and by such Indemnifying Party's own counsel, that is reasonably acceptable (provided that insurer-appointed counsel shall be automatically deemed acceptable) to the applicable Indemnitees, within thirty (30) days of the receipt of such notice from such Indemnitees; provided, however, that the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim to the extent such Third Party Claim (x) is an allegation of a criminal violation or (y) seeks injunctive relief against the Indemnitee, but shall have the right to employ separate counsel to participate in (but not control) the defense, compromise or settlement thereof at its own expense. In connection with the Indemnifying Party's defense of a Third Party Claim, such Indemnitee shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, at its own expense and, in any event, shall reasonably cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party's expense, all witnesses, pertinent Information, materials and information in such Indemnitee's possession or under such Indemnitee's control relating thereto as are reasonably required by the Indemnifying Party; provided, however, that in the event of a conflict of interest between the Indemnifying Party and the applicable Indemnitee(s), such Indemnitee(s) shall be entitled to retain, at the Indemnifying Party's expense, separate counsel as required by the applicable rules of professional conduct with respect to such matter.

(d) Notwithstanding any assumption of defense of a Third Party Claim by an Indemnifying Party in accordance with Section 6.4(c), in the event that in the course of defending such Third Party Claim the Indemnifying Party or the other Party shall become aware that the subject matter of such Third Party Claim relates to a Liability of the other Party and not to a Liability of such Indemnifying Party, then the Indemnifying Party shall, subject to the prior written consent of the other Party to which such Liability belongs, use commercially reasonable efforts to transfer the defense of such claim to such other Party, and shall thereafter cooperate fully with such other Party in such defense and make available to such other Party, at such other Party's expense, all witnesses, pertinent Information, materials and information in such Indemnifying Party's possession or under such Indemnifying Party's control relating to such Third Party Claim as are reasonably required by such other Party.

(e) If an Indemnifying Party fails for any reason to assume responsibility for defending a Third Party Claim within the time specified, the applicable Indemnitee may defend such Third Party Claim at the cost and expense of the Indemnifying Party. However, the Indemnifying Party shall, subject to the prior written consent of the other Party to which such Liability belongs, use commercially reasonable efforts to transfer the defense of such claim to such other Party, and shall thereafter cooperate fully with such other Party in such defense and use its commercially reasonable efforts to make available to such other Party, at such other Party's expense, all witnesses, pertinent Information, materials and information in such Indemnifying Party's possession or under such Indemnifying Party's control relating to such Third Party Claim as are reasonably required by such other Party. If the Indemnitee is conducting the defense against any such Third Party Claim, the Indemnifying Party shall reasonably cooperate with the Indemnitee in such defense and use commercially reasonable efforts to make available to the Indemnitee, at the Indemnitee's expense, all witnesses, pertinent Information, material and information in such Indemnifying Party's possession or under such Indemnifying Party's control relating thereto as are reasonably required by the Indemnitee.

(f) No Indemnitee may settle or compromise any Third Party Claim without the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(g) In the case of a Third Party Claim, no Indemnifying Party shall consent to entry of any judgment or enter into any settlement of the Third Party Claim without the prior written consent of the Indemnitee (not to be unreasonably withheld, conditioned or delayed) if the effect thereof is to permit any injunction, declaratory judgment, other order or other non-monetary relief, to be entered, directly or indirectly, against any Indemnitee.

(h) Except as otherwise set forth in Section 7.8, or as set forth in any Ancillary Agreement, absent fraud or willful misconduct by an Indemnifying Party, the indemnification provisions of this Article VI shall be the sole and exclusive remedy of an Indemnitee for any monetary or compensatory damages or losses resulting from any breach of this Agreement or any Ancillary Agreement and each Indemnitee expressly waives and relinquishes any and all rights, claims or remedies such Person may have with respect to the foregoing other than under this Article VI against any Indemnifying Party; provided that nothing in this Section 6.4(h) will impair any right of any Person to specific performance and other injunctive or equitable relief pursuant to Section 10.19. For the avoidance of doubt, all disputes in respect of this Article VI shall be resolved in accordance with Article VIII.

(i) Notwithstanding anything to the contrary herein, the Tax Matters Agreement, and not this Section 6.4 and/or Section 6.5, shall control with respect to any Third Party Claim relating to Taxes or Tax Returns.

Section 6.5 Cooperation In Defense And Settlement.

(a) With respect to any Third Party Claim that implicates both Parties in a material respect due to the allocation of Liabilities, responsibilities for management of defense and related indemnities pursuant to this Agreement or any of the Ancillary Agreements, the Parties agree to use commercially reasonable efforts to cooperate fully and maintain a joint defense (in a manner that will preserve for both Parties the attorney-client privilege, joint defense or other Privilege with respect thereto). The Party that is not responsible for managing the defense of such Third Party Claims shall, upon reasonable request, be consulted with respect to significant matters relating thereto and may, if necessary or helpful, retain counsel to assist in the defense of such claims.

(b) Each of Linn and SpinCo agrees that at all times from and after the Effective Time, if an Action is commenced by a third party naming both Parties (or any member of such Parties' respective Groups) as defendants and with respect to which a Party (or any member of such Party's respective Group) is a nominal defendant and/or such Action is otherwise not a Liability allocated to such Party under this Agreement or any Ancillary Agreement, then the other Party shall use commercially reasonable efforts to cause such nominal defendant to be removed from such Action, as soon as reasonably practicable.

Section 6.6 Indemnification Payments. Indemnification required by this Article VI shall be made by periodic payments of the amount of Indemnifiable Losses in a timely fashion during the course of the investigation or defense, as and when bills are received or an Indemnifiable Loss incurred.

Section 6.7 Contribution.

(a) If the indemnification provided for in Section 6.2 and Section 6.3 is held unenforceable or is unavailable for any reason to, or is insufficient to hold harmless, an Indemnatee under this Agreement or any Ancillary Agreement in respect of any Liabilities referred to herein or therein, then the Indemnifying Party shall contribute to the amount paid or payable by such Indemnatee as a result of such Liabilities in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the Indemnatee in connection with the actions or omissions that resulted in Liabilities as well as any other relevant equitable considerations. With respect to any Indemnifiable Losses arising out of or related to information contained in the Disclosure Documents or other securities Law filing, the relative fault of such Indemnifying Party and Indemnatee shall be determined by reference to, among other things, whether the misstatement or alleged misstatement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such Indemnifying Party or Indemnatee, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(b) The Parties agree that it would not be just and equitable if contribution pursuant to this Section 6.7 were determined by a pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in Section 6.7(a). The amount paid or payable by an Indemnatee as a result of the Liabilities referred to in Section 6.7(a) shall be deemed to include, subject to the limitations set forth above, any legal or other fees or expenses reasonably incurred by such Indemnatee in connection with investigating any claim or defending any Action. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

Section 6.8 Indemnification Obligations Net of Insurance Proceeds and Other Amounts.

(a) Any recovery by any Indemnatee for any Indemnifiable Loss subject to indemnification or contribution pursuant to this Article VI shall be calculated (i) net of Insurance Proceeds that actually reduce the amount of the Indemnifiable Loss (and net of the reasonable out-of-pocket costs in recovering such Insurance Proceeds), (ii) net of any proceeds received by the Indemnatee from any third party for indemnification for such Liability that actually reduce the amount of the Indemnifiable Loss ("Third Party Proceeds") and (iii) net of any Tax benefits actually realized in accordance with, and subject to, the principles set forth or referred to in Section 4.2 of the Tax Matters Agreement, and increased in accordance with, and subject to, the principles set forth in Section 4.2 of the Tax Matters Agreement. Accordingly, the amount which any Indemnifying Party is required to pay pursuant to this Article VI to any Indemnatee pursuant to this Article VI shall be reduced by any Insurance Proceeds or Third Party Proceeds theretofore actually recovered by or on behalf of the Indemnatee in respect of the related Indemnifiable Loss. If an Indemnatee receives a payment required by this Agreement from an Indemnifying Party in respect of any Indemnifiable Loss (an "Indemnity Payment") and subsequently receives Insurance Proceeds or Third Party Proceeds, then the Indemnatee shall pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or Third Party Proceeds had been received, realized or recovered before the Indemnity Payment was made.

(b) The Parties acknowledge that an insurer who would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of the indemnification and contribution provisions hereof, have any subrogation rights with respect thereto. The Indemnatee shall use commercially reasonable efforts to seek to collect or recover, or allow the Indemnifying Party to collect or recover, or cooperate with each other in collecting or recovering, any Insurance Proceeds and any Third Party Proceeds (other than Insurance Proceeds under an arrangement where future premiums are adjusted to reflect prior claims in excess of prior premiums) to which the Indemnatee is entitled in connection with any Indemnifiable Loss for which the Indemnatee seeks contribution or indemnification pursuant to this Article VI; provided, that the Indemnatee's inability to collect or recover any such Insurance Proceeds or Third Party Proceeds (despite having used commercially reasonable efforts) shall not limit the Indemnifying Party's obligations hereunder (including that an Indemnifying Party may not delay making any indemnification payment required under the terms of this Agreement, or otherwise satisfying any indemnification obligation, pending the outcome of any Actions to collect or recover Insurance Proceeds or Third Party Proceeds, and an Indemnatee need not attempt to collect any Insurance Proceeds or Third Party Proceeds prior to making a claim for indemnification or receiving any Indemnity Payment otherwise owed to it under this Agreement or any Ancillary Agreement).

Section 6.9 Additional Matters; Survival of Indemnities.

(a) The indemnity and contribution agreements contained in this Article VI shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnatee; (ii) the knowledge by the Indemnatee of Indemnifiable Losses for which it might be entitled to indemnification or contribution hereunder; and (iii) any termination of this Agreement following the Effective Time.

(b) The rights and obligations of each Party and their respective Indemnitees under this Article VI shall survive (i) the sale or other Transfer by any Party or its respective Subsidiaries of any Assets or businesses or the assignment by it of any Liabilities, or (ii) any merger, consolidation, business combination, sale of all or substantially all of its Assets, restructuring, recapitalization, reorganization or similar transaction involving either Party or any of the members of its Group.

ARTICLE VII

CONFIDENTIALITY; ACCESS TO INFORMATION

Section 7.1 Preservation of Corporate Records.

(a) Following the Effective Time, each Party shall retain all Records pertaining to such Party and its respective Group in existence at the Effective Time that are required to be retained under its current retention policies for a period of seven (7) years from the Distribution Date, and to make such Records available after the Effective Time for inspection and copying by the other Party (at such other Party's expense), during normal business hours and upon reasonable request and upon reasonable advance notice, for any legitimate business purpose (including for financial reporting or tax purposes); provided, however, that the foregoing will not apply to Records previously delivered to the other Party in physical or electronic format, including an original or a copy of an original.

(b) Notwithstanding anything to the contrary herein and other than with respect to Records relating to the Taxes of any member of either Group (in which event the provisions of the Tax Matters Agreement shall govern) and excluding Records previously delivered in physical or electronic format, including an original or a copy of an original, if on or before the seventh (7th) anniversary of the Distribution Date either Party (or any other member of such Party's Group) wishes to destroy any Records that were in existence as of the Effective Time, then such Party shall (or shall cause such member of its Group to) give ninety (90) days' prior written notice, including a reasonable description of the Records it wishes to destroy, to the other Party and (to the extent permitted by applicable Law) such other Party shall have the right at its option and expense, upon prior written notice given within such ninety (90)-day period to the first Party, to take possession or make copies of such Records within thirty (30) days after the date such notice is given by such other Party to the first Party.

Section 7.2 Auditors and Audits; Financial Statements and Accounting. Each Party agrees to provide the following assistance and reasonable access to its properties, Records, other Information and personnel set forth in this Section 7.2, (i) at any time for reasonable business purposes relating to reporting, disclosure, other regulatory obligations and/or other obligations to Governmental Entities (including under applicable securities Laws or Laws in respect of Taxes); (ii) at any time to comply with the obligations under this Agreement, any Ancillary Agreement or any other agreements or arrangements entered into prior to the Effective Time with respect to which the requesting Party requires information from the other Party to fulfill the requesting Party's obligations under such agreement or arrangement; (iii) from the Effective Time until the later of (x) two (2) years and (y) completion of each Party's audit for the fiscal year ending December 31, 2018, solely with respect to the preparation and audit of each Party's financial statements for the year ending December 31, 2018 (including financial statements for any interim periods), the printing, filing and public dissemination of such financial statements, the dissemination of earnings releases, the audit of each Party's internal control over financial reporting and management's assessment thereof and management's assessment of each Party's disclosure controls and procedures, if required; (iv) in the event that any Party changes its auditors within three (3) years of the Distribution Date, upon reasonable written request by such Party to the other Party, for a period of up to one hundred and eighty (180) days from such change; (v) to the extent reasonably necessary to respond (and for the limited purpose of responding) to any written request or official comment from a Governmental Entity, such as in connection with responding to a comment letter from the Commission; and (vi) at any time for use in any judicial, regulatory, administrative, Tax, insurance or other proceeding or in order to satisfy audit, accounting, claims, regulatory, investigation, litigation, Tax or other similar requirements. Without limiting the foregoing, each Party agrees as follows:

(a) Financial Statements. Each Party shall provide reasonable access to the other Party, on a timely basis, to all Information reasonably required to enable (i) the other Party to meet its schedule for the preparation, printing, filing, and public dissemination of its 2018 annual and quarterly financial statements and earnings releases and for management's assessment of the effectiveness of its disclosure controls and procedures and its internal control over financial reporting in accordance with Items 307 and 308, respectively, of Regulation S-K promulgated under the Exchange Act and (ii) the other Party's accountants to timely complete their review of the 2018 quarterly financial statements and audit of the annual financial statements, including, to the extent applicable to such Party, its auditor's audit of its internal control over financial reporting and management's assessment thereof in accordance with Section 404 of the Sarbanes-Oxley Act of 2002 and the Commission's and Public Company Accounting Oversight Board's rules and auditing standards thereunder and any other applicable Laws, if required (such assessments and audit being referred to as the "2018 Internal Control Audit and Management Assessments"). Without limiting the generality of the foregoing, each Party will provide all required financial and other Information with respect to itself and its Subsidiaries to its auditors in a sufficient and reasonable time and in sufficient detail to permit its auditors to take all steps and perform all reviews necessary to provide sufficient assistance to the other Party's auditors with respect to information to be included or contained in the other Party's annual and quarterly financial statements and to permit the other Party's auditors and management to complete the 2018 Internal Control Audit and Management Assessments, if required.

(b) Access to Personnel and Records. Except to the extent otherwise contemplated by the Ancillary Agreements, each Party shall authorize its respective auditors to make reasonably available to the other Party's auditors (the other Party's auditors, the "Other Party's Auditors") both the personnel who performed or are performing the annual audits of such audited Party (each such Party with respect to its own audit, the "Audited Party") and work papers related to the annual audits of such Audited Party, in all cases within a reasonable time prior to such Audited Party's auditors' opinion date, so that the Other Party's Auditors are able to perform the procedures they reasonably consider necessary to take responsibility for the work of the Audited Party's auditors as it relates to their auditors' report on such other Party's financial statements, all within sufficient time to enable such other Party to meet its schedule for the printing, filing and public dissemination of its annual financial statements. Each Party shall make reasonably available to the Other Party's Auditors and management its personnel and Records and other Information in a reasonable time prior to the Other Party's Auditors' opinion date and other Party's management's assessment date so that the Other Party's Auditors and other Party's management are able to perform the procedures they reasonably consider necessary to conduct the 2018 Internal Control Audit and Management Assessments.

(c) Quarterly and Annual Reports. Each Party agrees to deliver to the other Party a substantially final draft, as soon as the same is prepared, of (i) prior to the filing with the Commission of each Party's annual report on Form 10-K for the year ended December 31, 2018, such Party's quarterly reports on Form 10-Q to be filed with the Commission, and (ii) such Party's annual report on Form 10-K to be filed with the Commission for the year ended December 31, 2018 and (iii) if required, any proxy materials to be filed with the Commission in respect of such Party's 2019 annual meeting of stockholders (the documents described in clauses (i), (ii) and (iii), the "Financial Reporting and Proxy Materials"), in each case at least ten (10) days prior to the expected date of filing; provided, however, that each Party may continue to revise its respective Financial Reporting and Proxy Materials prior to the filing thereof, which changes will be delivered to the other Party as soon as reasonably practicable; provided, further, that each Party's personnel will actively consult with the other Party's personnel regarding any changes which they may consider making to the applicable Financial Reporting and Proxy Materials and related disclosures prior to the anticipated filing with the Commission, with particular focus on any changes which could reasonably be expected to have an effect upon the other Party's financial statements or related disclosures. Each Party shall notify the other Party as soon as reasonably practicable after it becomes aware of any material accounting differences between its Financial Reporting and Proxy Materials and the other Party's Financial Reporting and Proxy Materials with respect to transactions or activities conducted prior to or at the Effective Time, and the Parties shall subsequently confer and use commercially reasonable efforts to consult with each other in good faith and resolve such differences prior to the filing of the applicable Financial Reporting and Proxy Materials.

Nothing in this Section 7.2 shall require any Party to violate, or cause to be violated, any agreement with any third party regarding the confidentiality of confidential and proprietary Information relating to that third party or its business, jeopardize any Privilege available to such Party under applicable Law, including any attorney-client privilege or attorney work product protection, or contravene any applicable Laws; provided, however, that in the event that a Party is required under this Section 7.2 to disclose any such Information, such Party shall use commercially reasonable efforts (i) to obtain such third party Consent to the disclosure of such Information (provided, further, that no Party shall be obligated to pay any consideration (or otherwise incur any Liability or obligation) therefor to any third party from whom any such consent is sought (unless such Party is fully reimbursed or otherwise made whole by the requesting Party)), or (ii) to develop an alternative to providing such access or Information to the requesting Party so as to address such lack of access or Information in a manner reasonably acceptable to such requesting Party.

Section 7.3 Provision of Corporate Records. Other than in circumstances in which indemnification or contribution is sought pursuant to Article VI (in which event the provisions of such Article will govern) or for matters related to provision of Records relating to the Taxes of any member of either Group (in which event the provisions of the Tax Matters Agreement shall govern), and subject to appropriate restrictions for classified Information, Privileged Information or Confidential Information and to any applicable provision of this Agreement, any Ancillary Agreement or the Merger Agreement:

(a) After the Effective Time, upon the prior written request by either Party for specific and identified Information which relates to (x) such requesting Party (or a member of its Group) or the conduct of such Party's Business, prior to the Effective Time, or (y) any Ancillary Agreement, the other Party shall provide, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or the

originals thereof if the requesting Party has a reasonable need for such originals) in the possession or control of the other Party or any of its Affiliates, but only to the extent such items so relate and are not already in the possession or control of the requesting Party; provided that, to the extent any originals (other than originals that are owned by the requesting Party) are delivered to any requesting Party pursuant to this Agreement or the Ancillary Agreements, such Party shall, at its own expense, return them to the Party having provided such originals within a reasonable time after the need to retain such originals has ceased.

(b) Any Information provided by or on behalf of or made available by or on behalf of any Party hereto pursuant to this Article VII shall be on an “as is,” “where is” basis and no Party is making any representation or warranty with respect to such Information or the completeness thereof.

Section 7.4 Access to Information

(a) Other than in circumstances in which indemnification is sought pursuant to Article VI (in which event the provisions of such Article will govern), during the Pre-Consolidation Period, each of Linn and SpinCo shall afford to the other Party and the members of its Group, and its and their authorized accountants, counsel and other designated representatives reasonable access during normal business hours, subject to appropriate restrictions for classified Information, Privileged Information or Confidential Information and to preserve the completeness and integrity of the Information, to the personnel, properties, and Information of such Party and its Subsidiaries insofar as such access is reasonably required by the other Party and relates to (x) such other Party or the conduct of its Business prior to the Effective Time, (y) any Ancillary Agreement or (z) the Merger Agreement. For the avoidance of doubt, the Parties’ obligations pursuant to this Section 7.4 shall terminate on the Consolidation Date.

(b) Nothing in Section 7.3 or this Section 7.4 shall require any Party to violate, or cause to be violated, any agreement with any third party regarding the confidentiality of confidential and proprietary Information relating to that third party or its business, jeopardize any Privilege available to such Party under applicable Law, including any attorney-client privilege or attorney work product protection, or contravene any applicable Laws; provided, however, that in the event that a Party is required to disclose any such Information, such Party shall use commercially reasonable efforts (i) to obtain such third party Consent to the disclosure of such Information (provided, further, that no Party shall be obligated to pay any consideration (or otherwise incur any Liability or obligation) therefor to any third party from whom any such consent is sought (unless such Party is fully reimbursed or otherwise made whole by the requesting Party)), or (ii) to develop an alternative to providing such access or Information to the requesting Party so as to address such lack of access or Information in a manner reasonably acceptable to such requesting Party.

(c) Each Party further agrees that any permitted investigation undertaken by such Party pursuant to Section 7.3 or the access granted under this Section 7.4 shall be conducted in such a manner as not to interfere unreasonably with the operation of the other Party’s Business.

Section 7.5 Disposition of the Other Party’s Information.

(a) Each Party acknowledges that Information in its or in a member of its Group’s possession, custody or control as of the Effective Time may include Information owned by the other Party or a member of the other Party’s Group and not related to (i) it or its Business or (ii) any Ancillary Agreement to which it or any member of its Group is a party.

(b) Notwithstanding such possession, custody or control, such Information shall remain the property of such other Party or member of such other Party's Group. Each Party agrees, subject to legal holds and other legal requirements and obligations, (i) that any such Information is to be treated as Confidential Information of the Party or Parties to which it relates and handled in accordance with Section 7.8 (except that such Information will not be used for any purpose) and (ii) subject to Section 8.1, to use commercially reasonable efforts within a reasonable time to (A) purge such Information from its databases, files and other systems and not retain any copy of such Information (including, if applicable, by transferring such Information to the Party to which such Information belongs), or (B) if such purging is not practicable, to encrypt or otherwise make unreadable or inaccessible such Information.

Section 7.6 Witness Services. Except in the event the Parties are opposing one another in an Action, in which case normal discovery rules shall apply, or for access with respect to Tax matters (to the extent governed by the provisions of the Tax Matters Agreement), at all times from and after the Effective Time for a period of seven (7) years, each of Linn and SpinCo shall use its commercially reasonable efforts to make available to the other Party, upon reasonable written request, its and any member of its Group's former (to the extent practicable) and then-current officers, directors, employees, personnel and agents as witnesses and any Records or other Information within its control or which it otherwise has the reasonable ability to make available (other than materials covered by any Privilege) to the extent that (i) such Persons (giving consideration to business demands of such officers, directors, employees, other personnel and agents) or Records or other Information may reasonably be required to testify, in the case of Persons, or be provided, in the case of Records or Information, in connection with the prosecution or defense of any Action in which the requesting Party may from time to time be involved (except for claims, demands or Actions between members of each Group) where the requesting party is unable to provide or procure such Record, Information or the subject matter of such testimony without assistance from the other Party and (ii) there is no conflict in the Action between the requesting Party and the other Party (or any member of their respective Groups). A Party providing a witness to the other Party under this Section 7.6 shall be entitled to receive from the recipient of such witness services, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees who are witnesses or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service as witnesses), as may be reasonably incurred and properly paid under applicable Law.

Section 7.7 Reimbursement. Except to the extent otherwise contemplated by this Agreement or any Ancillary Agreement, a Party providing Information or access to Information to the other Party under this Article VII shall be entitled to receive from the recipient, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees of such Party or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing), as may be reasonably incurred in providing such Information or access to such Information.

Section 7.8 Confidentiality.

(a) Notwithstanding any termination of this Agreement, for a period of three (3) years from the Distribution Date, each Party shall, and shall cause each of its respective Subsidiaries and the Recipients of such Party and its respective Subsidiaries to (i) hold in strict confidence and (ii) not disclose or release or, unless otherwise permitted by this Agreement, the Merger Agreement or any Ancillary Agreement, use, without the prior written consent of the other Party (which consent may be withheld in such Party's sole and absolute discretion), any and all Confidential Information concerning the other Party; provided, that each Party and its Subsidiaries may disclose Confidential Information (A) to its and their respective Affiliates, officers, directors, employees, agents, representatives, accountants, counsel, auditors, attorneys, financial advisors, bankers and other appropriate consultants and advisors ("Recipients") who have a need to know such Information and are informed of the obligation to hold such Information confidential and in respect of whose failure to comply with such obligations, the applicable Party will be responsible, (B) if either Party or any of its respective Affiliates is required or compelled to disclose any such Confidential Information by judicial or administrative process or by other applicable Law or stock exchange rule, (C) as required in connection with any Action by one Party or its Affiliates against the other Party or its Group, (D) as necessary to permit a Party of its Affiliates to prepare and disclose its financial statements, Tax Returns or other required disclosures, (E) as necessary for a Party or its Affiliates to enforce its rights or perform its obligations under this Agreement, the Merger Agreement or any Ancillary Agreement (including as necessary to obtain consents from third parties to any of the transactions contemplated hereby), (F) to Governmental Entities in accordance with applicable procurement regulations and contract requirements, (G) to other Persons in connection with their evaluation of, and negotiating and consummating, a potential strategic transaction, to the extent reasonably necessary in connection therewith, provided an appropriate and customary confidentiality agreement has been entered into with the Person receiving such Confidential Information or (H) to the applicable administrative agent under and pursuant to the Existing Credit Agreement or the Blue Mountain Credit Agreement (subject to the confidentiality provisions under such agreement). Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made pursuant to clause (B) above, each Party, as applicable, shall promptly notify (to the fullest extent permissible by Law) the Party to whom the Confidential Information relates of the existence of such demand or request and shall provide such affected Party a reasonable opportunity to seek an appropriate protective order or other remedy, and reasonably cooperate with such affected Party at the affected Party's expense in obtaining such order or remedy. In the event that such appropriate protective order or other remedy is not obtained, the Party which faces the disclosure requirement shall furnish, or cause to be furnished, only that portion of the Confidential Information that is legally required to be disclosed and shall reasonably cooperate with such affected Party with any steps taken by such affected Party to ensure that confidential treatment is accorded such Confidential Information.

(b) Notwithstanding anything to the contrary set forth herein, (i) the Parties shall be deemed to have satisfied their obligations hereunder with respect to Confidential Information if they exercise at least the same degree of care (but no less than a reasonable degree of care) as they take to preserve confidentiality for their own similar information and (ii) confidentiality obligations provided for in any agreement between each Party or its Subsidiaries and their respective employees shall remain in full force and effect. Notwithstanding anything to the contrary set forth herein, Confidential Information of any Party rightfully in the possession of and used by the other Party in the operation of its Business as of the Effective Time may continue to be used by such Party in possession of the Confidential Information in and only in the operation of the Roan Business or the SpinCo Business, as the case may be; provided, that such use is not competitive in nature, and may be used only so long as the Confidential Information is maintained in confidence and not disclosed in violation of Section 7.8(a), except that Confidential Information may be disclosed to third parties other than those listed in Section 7.8(a), provided that such disclosure to such other third parties and any associated use of such information must be pursuant to a written agreement containing confidentiality obligations at least as protective of the Party's rights to Confidential Information as those contained in this Agreement. Such continued right to use may not be transferred (directly or indirectly) to any third party without the prior written consent of the other Party, except pursuant to Section 10.9.

(c) The Parties agree that irreparable damage may occur in the event that the provisions of this Section 7.8 were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to seek an injunction or injunctions to enforce specifically the terms and provisions hereof, without posting bond or other security, in any court of competent jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

(d) For the avoidance of doubt, the disclosure and sharing of Privileged Information shall be governed by Section 7.9 and not by this Section 7.8. The provisions of this Section 7.8 shall survive any expiration or termination of this Agreement.

Section 7.9 Privileged Matters.

(a) Pre-Separation Services. The Parties recognize that legal and other professional services that have been and will be provided prior to the Effective Time have been and will be rendered for the collective benefit of each of the members of the Linn Group and SpinCo Group, and that each of the members of the Linn Group and SpinCo Group should be deemed to be the client with respect to such pre-separation services for the purposes of asserting all privileges, immunities and other protections from disclosure which may be asserted under applicable Law, including attorney-client privilege, business strategy privilege, joint defense privilege, common interest privilege, and protection under the work-product doctrine (“Privilege”). The Parties shall have a shared Privilege with respect to all Information subject to Privilege (“Privileged Information”) which relates to such pre-separation services. For the avoidance of doubt, Privileged Information within the scope of this Section 7.9 includes, but is not limited to, services rendered by legal counsel retained or employed by either Party (or any member of such Party’s respective Group), including outside counsel and in-house counsel.

(b) Post-Separation Services. The Parties recognize that legal and other professional services will be provided following the Effective Time to each of Linn and SpinCo, including pursuant to the Ancillary Agreements. The Parties further recognize that certain of such post-separation services will be rendered solely for the benefit of Linn or SpinCo, as the case may be, while other such post-separation services may be rendered with respect to claims, proceedings, litigation, disputes or other matters which involve both of Linn and SpinCo. With respect to such post-separation services and related Privileged Information, the Parties agree as follows:

(i) All Privileged Information relating to any claims, proceedings, litigation, disputes or other matters which involve both of Linn and SpinCo shall be subject to a shared Privilege among Linn and SpinCo with respect to such claims, proceedings, litigation, disputes or other matters at issue.

(ii) Except as otherwise provided in Section 7.9(b)(i), Privileged Information relating to post-separation services provided solely to one of Linn or SpinCo shall not be deemed shared between the Parties; provided, that the foregoing shall not be construed or interpreted to restrict the right or authority of the Parties (x) to enter into any further agreement, not otherwise inconsistent with the terms of this Agreement, concerning the sharing of Privileged Information or (y) otherwise to share Privileged Information without waiving any Privilege which could be asserted under applicable Law.

(iii) Linn shall be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with Privileged Information which relates solely to the Roan Business, whether or not the Privileged Information is in the possession of or under the control of any member of the Linn Group or any member of the SpinCo Group. Linn shall also be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with Privileged Information that relates solely to any Linn Assets or Linn Liabilities in connection with any Action now pending or which may be asserted in the future, whether or not the Privileged Information is in the possession of or under the control of any member of the Linn Group or any member of the SpinCo Group.

(iv) SpinCo shall be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with Privileged Information which relates solely to the SpinCo Business, whether or not the Privileged Information is in the possession of or under the control of any member of the Linn Group or any member of the SpinCo Group. SpinCo shall also be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with Privileged Information that relates solely to any SpinCo Assets or SpinCo Liabilities in connection with any Action now pending or which may be asserted in the future, whether or not the Privileged Information is in the possession of or under the control of any member of the Linn Group or any member of the SpinCo Group.

(c) The Parties agree as follows regarding all Privileged Information with respect to which the Parties shall have a shared Privilege under Section 7.9(a) or (b):

(i) Subject to Section 7.9(c)(iii) and (iv), no Party may waive any Privilege which could be asserted under any applicable Law, and in which the other Party has a shared Privilege, without the consent of the other Party, which shall not be unreasonably withheld, delayed or conditioned. Consent shall be in writing, or shall be deemed to be granted unless written objection is made by such other Party within ten (10) Business Days after written notice is received by such other Party from the Party requesting such consent.

(ii) If a dispute arises between or among the Parties or their respective Subsidiaries regarding whether a Privilege should be waived to protect or advance the interest of either Party or its Group, each Party agrees that it shall negotiate in good faith, shall endeavor to minimize any prejudice to the rights of the other Party, and shall not unreasonably withhold consent to any request for waiver by the other Party. Each Party specifically agrees that it shall not withhold consent to waive for any purpose except to protect its own, and its Group's, legitimate interests.

(iii) If, within ten (10) Business Days of receipt by the requesting Party of written objection, the Parties have not succeeded in negotiating a resolution to any dispute regarding whether a Privilege should be waived, and the requesting Party determines that a Privilege should nonetheless be waived to protect or advance its interest, the requesting Party shall provide the objecting Party ten (10) Business Days written notice prior to effecting such waiver. Each Party specifically agrees that failure within ten (10) Business Days of receipt of such notice to commence proceedings in a court of competent jurisdiction to enjoin such disclosure under applicable Law shall be deemed full and effective consent to such disclosure.

(iv) In the event of any litigation or dispute between or among the Parties or any members of their respective Groups, either such Party may waive a Privilege in which the other Party or member of such Group has a shared Privilege, without obtaining the consent of the other Party; provided, that such waiver of a shared Privilege shall be effective only as to the use of Privileged Information with respect to the litigation or dispute between the relevant Parties and/or the applicable members of their respective Groups, and shall not operate as a waiver of the shared Privilege with respect to third parties.

(d) Upon receipt by any Party or by any member of its respective Group of any subpoena, discovery or other request which arguably calls for the production or disclosure of information subject to a shared Privilege or as to which the other Party has the sole right hereunder to assert a Privilege, or if any Party obtains knowledge that any of its or any member of its Group's current or former directors, officers, agents or employees have received any subpoena, discovery or other requests which arguably calls for the production or disclosure of such Privileged Information, such Party shall promptly provide notice to the other Party of the existence of the request (which notice shall be delivered to the other Party no later than five (5) Business Days following the receipt of any such subpoena, discovery or other request) and shall provide the other Party a reasonable opportunity to review the information and to assert any rights it may have, including under this Section 7.9 or otherwise, to prevent the production or disclosure of such Privileged Information.

(e) The transfer of all Information pursuant to this Agreement is made in reliance on the agreement of Linn and SpinCo as set forth in Section 7.8 and this Section 7.9, to maintain the confidentiality of Privileged Information and to assert and maintain any applicable Privilege. The access to Information being granted pursuant to Sections 6.5, 7.2, 7.3 and 7.4 hereof, the agreement to provide witnesses and individuals pursuant to Sections 6.5, 7.4 and 7.5 hereof, the furnishing of notices and documents and other cooperative efforts contemplated by Section 6.5 hereof, and the transfer of Privileged Information between and among the Parties and the members of their respective Groups pursuant to this Agreement shall not be deemed a waiver of any Privilege that has been or may be asserted under this Agreement or otherwise.

Section 7.10 Ownership of Information. Any information owned by one Party or any of its Subsidiaries that is provided to a requesting Party pursuant to this Article VII shall be deemed to remain the property of the providing Party (except to the extent set forth in the definitions of Linn Assets and SpinCo Assets). Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such Information.

Section 7.11 Other Agreements. The rights and obligations granted under this Article VII are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange or confidential treatment of Information set forth in any Ancillary Agreement.

ARTICLE VIII

DISPUTE RESOLUTION

Section 8.1 Negotiation. In the event of a controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or otherwise arising out of, or in any way related to this Agreement or the transactions contemplated hereby, including any claim based on contract, tort, statute or constitution (collectively, "Agreement Disputes"), the general counsel of each Party and/or such other individual designated by each Party shall negotiate for a maximum of forty-five (45) days (or a mutually-agreed extension) (such period of days, the "Negotiation Period") from the time of receipt by a Party of written notice of such Agreement Dispute. The relevant Parties shall not assert the defenses of statute of limitations and laches for any delays arising due to the procedures in Section 8.1 or 8.2.

Section 8.2 Mediation. If the Parties have not timely resolved the Agreement Dispute under Section 8.1, the Parties agree to submit the Agreement Dispute to mediation no later than ten (10) days following the end of the Negotiation Period, with such mediation to be conducted in accordance with the Mediation Procedure of the International Institute for Conflict Prevention and Resolution ("CPR"). The Parties to the Agreement Dispute agree to bear equally the CPR and mediator's costs. The Parties agree to participate in good faith in the mediation for a maximum of fourteen (14) days (or a mutually agreed extension). If the Parties have not timely resolved the Agreement Dispute pursuant to this Section 8.2, either Party may then bring an Action in accordance with Sections 8.3 and 8.4 herein.

Section 8.3 Consent to Jurisdiction. Each Party irrevocably submits to the exclusive jurisdiction of (a) the United States District Court for the Southern District of Texas or (b) if such court does not have subject matter jurisdiction, any other state or federal court located within Harris County, Texas, to resolve any Agreement Dispute that is not resolved pursuant to Section 8.1 or 8.2. Any judgment of such court may be enforced by any court of competent jurisdiction. Further, notwithstanding Sections 8.1 and 8.2, either Party may apply to the above courts set forth in Sections 8.3(a) and 8.3(b) above for a temporary restraining order or similar emergency relief during the process set forth in Sections 8.1 and 8.2. Each of the Parties agrees, to the fullest extent permitted by law, that service by U.S. registered mail to such Party's respective address set forth in Section 10.6 shall be effective service of process for any of the above Actions and irrevocably and unconditionally waives any objection to the laying of venue of any Action in accordance with this Section 8.3. Nothing in this Section 8.3 shall limit or restrict the Parties from agreeing to arbitrate any Agreement Dispute pursuant to mutually-agreed procedures.

Section 8.4 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.4.

Section 8.5 Confidentiality. All information and communications between the Parties relating to an Agreement Dispute and/or under the procedures in Sections 8.1 and 8.2, shall be considered "Confidential Information" under Section 7.8 herein.

Section 8.6 Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties will continue to provide service and honor all other commitments under this Agreement and each Ancillary Agreement during the course of dispute resolution pursuant to the provisions of this Article VIII with respect to all matters not subject to such dispute resolution.

Section 8.7 Ancillary Agreements. The provisions of this Article VIII and Section 10.18 (Governing Law) shall also apply, *mutatis mutandis*, to any dispute arising out of or in connection with any Ancillary Agreement (including its interpretation, performance or validity) that does not contain its own dispute resolution provisions. For clarity, for any Ancillary Agreement that contains its own dispute resolution provisions, such provisions shall govern and be interpreted without reference to or incorporation of this Agreement, unless and to the extent such Ancillary Agreement expressly incorporates provisions of this Agreement by reference.

ARTICLE IX

INSURANCE

Section 9.1 Policies and Rights Included Within Assets.

(a) The Linn Assets shall include any and all rights of an insured party under each of the Policies (to the extent such rights may be extended to a Person who is not an Affiliate of the insured), subject to the terms of such Policies and any limitations or obligations of Linn contemplated by this Article IX, specifically including rights of indemnity and the right to be defended by or at the expense of the insurer, with respect to all alleged wrongful

acts, claims, suits, actions, proceedings, injuries, losses, liabilities, damages and expenses incurred or claimed to have been incurred prior to the Effective Time by any Party in or in connection with the conduct of the Roan Business or, to the extent any claim is made against Linn or any of its Subsidiaries, the conduct of the SpinCo Business, and which alleged wrongful acts, claims, suits, actions, proceedings, injuries, losses, liabilities, damages and expenses may arise out of an insured or insurable occurrence or wrongful act under one or more of such Policies.

(b) The SpinCo Assets shall include any and all rights of an insured party under each of the Policies (and, for clarity, SpinCo shall, both before and after the Effective Time, remain the policy owner of each Policy), subject to the terms of such Policies and any limitations or obligations of SpinCo contemplated by this Article IX, specifically including rights of indemnity and the right to be defended by or at the expense of the insurer, with respect to all alleged wrongful acts, claims, suits, actions, proceedings, injuries, losses, liabilities, damages and expenses incurred or claimed to have been incurred prior to the Effective Time by any Party in or in connection with the conduct of the SpinCo Business or, to the extent any claim is made against SpinCo or any of its Subsidiaries, the conduct of the Roan Business, and which alleged wrongful acts, claims, suits, actions, proceedings, injuries, losses, liabilities, damages and expenses may arise out of an insured or insurable occurrence or wrongful act under one or more of such Policies; provided, however, that nothing in this clause shall be deemed to constitute (or to reflect) an assignment of such Policies by SpinCo.

Section 9.2 Post-Effective Time Claims. If, subsequent to the Effective Time, any Person shall assert a claim against Linn or any of its Subsidiaries (including where Linn or its Subsidiaries are joint defendants with other Persons) with respect to any claim, suit, action, proceeding, injury, loss, liability, damage or expense incurred or claimed to have been incurred prior to the Effective Time in or in connection with the conduct of the Roan Business and which claim, suit, action, proceeding, injury, loss, liability, damage or expense may arise out of an insured or insurable occurrence under one or more of the Policies, Linn may act on behalf of all insured parties to assert and manage all claims and to collect any related Insurance Proceeds on behalf of all insured parties under such Policy. Linn shall have any and all rights of an insured party under such Policy including asserting claims and with respect to such asserted claim, be entitled to rights of indemnity and the right to be defended by or at the expense of the insurer and the right to any applicable Insurance Proceeds thereunder. Linn shall be responsible for bearing the full amount of the deductible and/or any claims, costs and expenses that are not covered under such insurance policies including that portion of any premium adjustments, tax assessment or similar regulatory surcharges, that relates to the claims the subject of this Section 9.2 and Linn shall promptly reimburse SpinCo for any increases in premiums as a result of Linn's collection of any Insurance Proceeds.

Section 9.3 Administration; Other Matters.

(a) Administration. Subject to Section 9.9, from and after the Effective Time, except as otherwise provided herein or in any Ancillary Agreement, each of Linn and SpinCo shall be responsible for Claims Administration under the Policies with respect to its respective Insured Claims. During the Pre-Consolidation Period, each Party shall provide prompt notice to the other Party of any claims submitted by it or by its Subsidiaries under the Policies that would reasonably be expected to have a material adverse effect on the other Party or the other Party's Business. Each Party shall be responsible for any amounts of its respective Insured Claims under the Policies that fall below applicable deductibles or self-insured retentions, and shall be responsible for obtaining or reviewing the appropriateness of releases upon settlement of its respective Insured Claims under the Policies.

(b) Termination of Policies. During the Pre-Consolidation Period, neither Party may, without the consent of the other Party (not to be unreasonably withheld, conditioned or delayed), commute or otherwise terminate any Policies. On and after the Consolidation Date, SpinCo may terminate any Policy in its discretion, subject to Section 9.6.

(c) Maximization of Insurance Proceeds. Each Party agrees to use commercially reasonable efforts to maximize available coverage under those Policies applicable to it, and to take all commercially reasonable steps to recover from all other responsible parties in respect of an Insured Claim, including, as may be applicable, pursuing recoveries under other insurance policies available to such Party.

Section 9.4 Agreement for Waiver of Conflict and Shared Defense. In the event that Insured Claims of more than one Party exist relating to the same occurrence, and such Insured Claims are not severable from each other and capable of being defended and settled separately (without prejudice to the Insured Claim of the other Party) (such claim, an “Inseparable Insured Claim”), the Parties shall jointly defend and waive any conflict of interest necessary to the conduct of the joint defense; provided, that either Party may settle any such Inseparable Insured Claim with the consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed). Nothing in this Section 9.4 shall be construed to limit or otherwise alter in any way the obligations of the Parties to this Agreement, including those created by this Agreement, by operation of Law or otherwise.

Section 9.5 Agreement for Waiver of Conflict and Insurance Litigation and/or Recovery Efforts. In the event of any Action by either Party (or all of the Parties) to recover or obtain Insurance Proceeds, or to defend against any Action by an insurance carrier to deny any Policy benefits, all Parties may join in any such Action and be represented by joint counsel and all Parties shall waive any conflict of interest to the extent necessary to conduct any such Action. Nothing in this Section 9.5 shall be construed to limit or otherwise alter in any way the obligations of the Parties, including those created by this Agreement, by operation of Law, or otherwise.

Section 9.6 Directors and Officers Liability Insurance; Fiduciary Liability Insurance; Employment Practices Liability Insurance. SpinCo agrees that, from and after the Distribution Date to the sixth (6th) anniversary of the Consolidation Date, it will maintain in full force and effect the D&O Policies (or, through the purchase of extended discovery, the full benefits and coverage of such Policies) and shall not amend the terms of such Policies in a manner materially adverse to any director, officer or employee of Linn who was, prior to the Effective Time, or who will be, during the Pre-Consolidation Period, a director, officer or employee of Linn or any of its Affiliates. For the avoidance of doubt, Linn agrees that (i) on or prior to the Consolidation Date, Linn or its successor will obtain director and officer liability insurance Policies, and (ii) SpinCo shall have no obligation to provide coverage under the D&O Policies for Linn’s or its successor’s directors, officers or employees on or after the Consolidation Date. The provisions of this Section 9.6 are intended for the benefit of, and shall be enforceable by, each of the persons covered by the D&O Policies referenced in the preceding sentence.

Section 9.7 No Coverage for Post-Effective Occurrences. Linn, on behalf of itself and its Subsidiaries, acknowledges and agrees that it will have no coverage under the Policies for acts or events that occur after the Effective Time, except as provided for in any Ancillary Agreement pursuant to which SpinCo (or another member of the SpinCo Group) makes available to Linn (or another member of the Linn Group) coverage under certain Policies to the extent provided for in the applicable Ancillary Agreement.

Section 9.8 Cooperation. The Parties agree to use their commercially reasonable efforts to cooperate with respect to the various insurance matters contemplated by this Agreement.

Section 9.9 SpinCo as General Agent and Attorney-In-Fact. Should the provisions of Sections 9.1 and 9.2 as they pertain to Linn be challenged and/or fail their purpose, SpinCo shall act as agent and attorney-in-fact for Linn and thereby effectuate, on behalf of Linn, the provisions of Section 9.2 of this Agreement, with Linn reimbursing SpinCo for any reasonable, out-of-pocket costs or expenses that SpinCo actually incurs as a result of acting as agent and attorney-in-fact for Linn.

Section 9.10 Additional Premiums, Return Premiums and Pro Rata Cancellation Premium Credits. If additional premiums are payable, or return premiums are receivable, on any Policies after the Effective Time as a result of an insurance carrier's retrospective audit of insured exposure, each of Linn and SpinCo shall be responsible for its respective share of any such additional premiums, and shall be entitled to receive its respective share of any such return premiums, that are attributable to a change in its or its Subsidiaries' insured exposure. If cancellation premium credits are received after the Effective Time in connection with the cancellation of any Policies, each of Linn and SpinCo shall be entitled to receive its respective share of such cancellation premium credits.

ARTICLE X

MISCELLANEOUS

Section 10.1 Complete Agreement; Construction. This Agreement, including the Exhibits and Schedules, the Ancillary Agreements and the Merger Agreement, including any related annexes, schedules and exhibits, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Schedule hereto, the Schedule shall prevail unless specifically provided otherwise in this Agreement. In the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of any Ancillary Agreement or Continuing Arrangement or the Merger Agreement, such Ancillary Agreement or Continuing Arrangement or the Merger Agreement shall control. Except as expressly set forth in this Agreement or any Ancillary Agreement, all matters relating to Taxes and Tax Returns of the Parties and their respective Subsidiaries shall be governed exclusively by the Tax Matters Agreement.

Section 10.2 Ancillary Agreements. Except as expressly set forth herein, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Ancillary Agreements or the Merger Agreement.

Section 10.3 Counterparts. This Agreement may be executed in more than one counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each Party and delivered to the other Party.

Section 10.4 Survival of Agreements. Except as otherwise contemplated by this Agreement, any Ancillary Agreement or the Merger Agreement, all covenants and agreements of the Parties contained in this Agreement and each Ancillary Agreement shall survive the Effective Time and remain in full force and effect in accordance with their applicable terms.

Section 10.5 Expenses. Except as otherwise provided (a) in this Agreement, (b) in any Ancillary Agreement or (c) in the Merger Agreement, the Parties agree that Separation Expenses incurred prior to the Effective Time, shall be paid by SpinCo. Any expenses incurred by the Parties in connection with the transaction contemplated hereby that are not Separation Expenses incurred prior to the Effective Time or expenses otherwise referred to in the preceding sentence ("Other Expenses") shall be paid by the Party incurring such Other Expenses; provided, however, that it is the intent of the Parties that (i) during the Pre-Consolidation Period, Linn will use a portion of the Retained Amount to pay any such Other Expenses, and (ii) on or after the Consolidation Date, Linn or its successor will pay any such Other Expenses. The Parties shall use their respective reasonable best efforts to cooperate to minimize such fees, costs and expenses. Notwithstanding anything to the contrary herein, the Tax Matters Agreement, and not this Section 10.5, shall control with respect to any expenses relating to Taxes.

Section 10.6 Notices. All notices, requests, claims, demands and other communications under this Agreement and, to the extent applicable and unless otherwise provided therein, under each of the Ancillary Agreements shall be in English, shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) or by e-mail to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.6):

To Linn:

Linn Energy, Inc.
600 Travis St.
Houston, Texas 77002
Attn: Chief Executive Officer

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
609 Main Street, Suite 4500
Houston, TX 77002
Attn: Julian J. Seiguer
Email: julian.seiguer@kirkland.com

To SpinCo:

Riviera Resources, Inc.
600 Travis St.
Houston, Texas 77002
Attn: General Counsel

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
609 Main Street, Suite 4500
Houston, TX 77002
Attn: Julian J. Seiguer
Email: julian.seiguer@kirkland.com

Section 10.7 Waivers. Waiver by a Party of any default by the other Party of any provision of this Agreement, the Merger Agreement or any Ancillary Agreement must be in writing and shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement, the Merger Agreement or any Ancillary Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 10.8 Amendments. Subject to the terms of Section 10.11 hereof, this Agreement may not be modified or amended except by an agreement in writing signed on behalf of each of the Parties; provided that, until the Consolidation Date, any amendment or modification hereto that is or would reasonably be likely to be adverse to Linn, its Affiliates or Roan Holdings in any material respect shall require the prior written consent of Roan Holdings.

Section 10.9 Assignment. Except as otherwise provided for in this Agreement, this Agreement shall not be assignable, in whole or in part, directly or indirectly, by either Party without the prior written consent of the other Party, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void; provided, that a Party may assign this Agreement in connection with a merger transaction in which such Party is not the surviving entity or the sale by such Party of all or substantially all of its Assets; provided, that the surviving entity of such merger or the transferee of such Assets shall agree in writing, reasonably satisfactory to the other Parties, to be bound by the terms of this Agreement as if named as a "Party" hereto.

Section 10.10 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

Section 10.11 Certain Termination and Amendment Rights. This Agreement (including Article VI hereof) may be terminated and the Distribution may be amended, modified or abandoned at any time prior to the Effective Time by and in the sole discretion of Linn without the approval of SpinCo or the stockholders of Linn. In the event of such termination, no Party shall have any liability of any kind to the other Party or any other Person. After the Effective Time, this Agreement may not be terminated except by an agreement in writing signed by each of the Parties. Notwithstanding the foregoing, Article VI shall not be terminated or amended after the Effective Time in a manner adverse to the third party beneficiaries thereof without the Consent of any such Person.

Section 10.12 Payment Terms.

(a) Except as expressly provided to the contrary in this Agreement or in any Ancillary Agreement, any amount to be paid or reimbursed by any Party (and/or a member of such Party's Group), on the one hand, to the other Party (and/or a member of such Party's Group), on the other hand, under this Agreement shall be paid or reimbursed hereunder within forty-five (45) days after presentation of an invoice or a written demand therefor and setting forth, or accompanied by, reasonable documentation or other reasonable explanation supporting such amount.

(b) Except as expressly provided to the contrary in this Agreement or in any Ancillary Agreement, any amount not paid when due pursuant to this Agreement (and any amount billed or otherwise invoiced or demanded and properly payable that is not paid within forty-five (45) days of such bill, invoice or other demand) shall bear interest at a rate per annum equal to LIBOR, from time to time in effect, calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment.

(c) Except as expressly provided to the contrary in this Agreement or in any Ancillary Agreement, a Party (or any member of a Party's Group) may direct that any payment owed to such Party (or member of such Party's Group) hereunder or under any Ancillary Agreement be paid directly to another member of the same Group.

Section 10.13 No Circumvention. The Parties agree not to directly or indirectly take any actions, act in concert with any Person who takes an action, or cause or allow any member of any such Party's Group to take any actions (including the failure to take a reasonable action) such that the resulting effect is to materially undermine the effectiveness of any of the provisions of this Agreement or any Ancillary Agreement (including adversely affecting the rights or ability of any Party to successfully pursue indemnification, contribution or payment pursuant to Article VI).

Section 10.14 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be Assumed or otherwise performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party at and after the Effective Time, to the extent such Subsidiary remains a Subsidiary of the applicable Party.

Section 10.15 Third Party Beneficiaries. Except (i) as provided in Article VI relating to Indemnitees and for the release under Section 6.1 of any Person provided therein, (ii) as provided in Section 9.6 relating to the directors, officers, employees, fiduciaries or agents provided therein and (iii) as specifically provided in any Ancillary Agreement, this Agreement is solely for the benefit of the Parties and should not be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

Section 10.16 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 10.17 Exhibits and Schedules. The Exhibits and Schedules shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Nothing in the Exhibits or Schedules constitutes an admission of any liability or obligation of any member of the Linn Group or SpinCo Group or any of their respective Affiliates to any third party, nor, with respect to any third party, an admission against the interests of any member of the Linn Group or SpinCo Group or any of their respective Affiliates. The inclusion of any item or liability or category of item or liability on any Exhibit or Schedule is made solely for purposes of allocating potential liabilities among the Parties and shall not be deemed as or construed to be an admission that any such liability exists. No Party shall, without the prior written consent of the other Party hereto (not to be unreasonably withheld, conditioned or delayed), be entitled to update the Schedules.

Section 10.18 Governing Law. This Agreement shall be interpreted and construed in accordance with the Laws of the State of Delaware. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, statute or otherwise, shall be governed by the Laws of the State of Delaware, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the Laws of a different jurisdiction.

Section 10.19 Specific Performance. The Parties agree that irreparable damage would occur in the event that the provisions of this Agreement were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to an injunction or injunctions or other equitable relief to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties.

Section 10.20 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 10.21 Force Majeure. No Party (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement or, unless otherwise expressly provided therein, any Ancillary Agreement, any Continuing Arrangement or the Merger Agreement, so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (a) notify the other Party of the nature and extent of any such Force Majeure condition, and (b) use due diligence to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

Section 10.22 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

Section 10.23 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances (including with respect to the rights, entitlements, obligations and recoveries that may arise out of Section 6.2 or Section 6.3).

LINN ENERGY, INC.

By /s/ Mark E. Ellis

Name: Mark E. Ellis

Title: President and Chief Executive Officer

RIVIERA RESOURCES, INC.

By /s/ David B. Rottino

Name: David B. Rottino

Title: President and Chief Executive Officer

[Signature Page to Separation and Distribution Agreement]

Exhibit A
Assignment Agreement

[See attached]

Exhibit A

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of August 7, 2018 (the “Effective Date”), by and between Linn Energy, Inc., a Delaware corporation (“Linn”), and Riviera Resources, Inc., a Delaware corporation (“Riviera”). Linn and Riviera may be referred to herein individually, as a “Party”, and collectively, as the “Parties”.

RECITALS

WHEREAS, Linn owns one hundred percent (100%) of the issued and outstanding membership units (the “Membership Interests”) of Linn Merger Sub #1, LLC, a Delaware limited liability company (the “Company”), and therefore Linn is the sole member of the Company;

WHEREAS, in connection with the separation of Riviera from Linn (the “Spinoff”), Linn intends to undertake certain reorganization transactions in order to facilitate the Spinoff and to, among other things, provide for an organizational structure whereby, immediately prior to the consummation of the Spinoff, all of the Membership Interests will be held by Riviera (collectively, the “Reorganization”); and

WHEREAS, as part of the Reorganization, Linn desires to assign and contribute to Riviera, and Riviera desires to accept such assignment and contribution of, all of the Membership Interests pursuant to this Agreement such that, from and after the Effective Date, Riviera will be the sole member of the Company.

NOW THEREFORE, in consideration of the premises and the mutual agreements contained herein and the other agreements to be entered into by each of the Parties on or about the Effective Date, the Parties agree as follows:

1. **Assignment by Linn of the Membership Interests.** As of the Effective Date, Linn irrevocably assigns, transfers, delivers, contributes and conveys to Riviera the Membership Interests (the “Membership Interest Assignment”), in each case, free and clear of all Encumbrances other than any Encumbrances that arise under federal or state securities laws generally. For purposes of this Agreement, the term “Encumbrances” means any mortgages, security interests, easements, transfer restrictions, rights, options, encumbrances, pledge, charge, adverse claim, preferential arrangement, or other similar restrictions or liens of any kind.
2. **Acceptance by Riviera.** As of the Effective Date, Riviera accepts the Membership Interest Assignment, subject to the terms and conditions contained in this Agreement, and, in consideration of such assignment, assumes all of Linn’s liabilities, duties and obligations with respect to the Membership Interests.
3. **Withdrawal as Sole Member of the Company.** As of the Effective Date, Linn withdraws as the sole member of the Company and Riviera is admitted as the sole member of the Company.

4. **As Is, Where Is.** IT IS THE EXPLICIT INTENT OF EACH PARTY THAT THE MEMBERSHIP INTERESTS BEING ASSIGNED, TRANSFERRED, DELIVERED, CONTRIBUTED AND CONVEYED BY LINN PURSUANT TO THIS AGREEMENT ARE BEING SO ASSIGNED, TRANSFERRED, DELIVERED, CONTRIBUTED AND CONVEYED "AS IS, WHERE IS," WITH ALL FAULTS, AND THAT LINN IS MAKING NO REPRESENTATION, WARRANTY OR COVENANT WHATSOEVER, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION: (A) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; OR (C) ANY OTHER IMPLIED WARRANTY OR REPRESENTATION OF ANY NATURE) REGARDING, RELATING TO OTHERWISE WITH RESPECT TO, THE MEMBERSHIP INTERESTS AND HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY SUCH REPRESENTATION, WARRANTY OR COVENANT. THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF REPRESENTATIONS, WARRANTIES AND COVENANTS CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

5. **Further Assurances.** Each Party agrees to take such further actions and to execute, acknowledge and deliver all such further documents that are reasonably requested by the other Party as necessary or useful in carrying out the purposes of this Agreement or of any other document delivered pursuant hereto.

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute but one and the same agreement.

8. **Amendments.** This Agreement may be amended, modified or supplemented only by written agreement of the Parties.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to the choice of law principles thereof. Each Party hereto irrevocably submits to the non-exclusive jurisdiction of any Delaware state court or any federal court sitting in the State of Delaware in any cause of action arising out of or relating to this Agreement.

10. **No Third Party Beneficiaries.** The provisions of this Agreement are not intended to confer (and shall not confer) upon any person not a party hereto any rights or remedies hereunder.

11. **Entire Agreement; Interpretation.** This Agreement sets forth all of the Parties' rights, responsibilities, liabilities and obligations with respect to the transactions contemplated by this Agreement and constitutes the entire agreement between the Parties with respect to the subject matter hereof.

12. **Headings.** The Section headings contained in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

13. **Waivers.** Any Party may, only by an instrument in writing, waive compliance by any other Party with any term or provision of this Agreement. The waiver by any Party of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising or single or partial exercise of any right, power or remedy by any Party, and no course of dealing between the Parties, shall constitute a waiver of any such right, power or remedy.

14. **Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

LINN ENERGY, INC.

By: /s/ Candice J. Wells
Name: Candice J. Wells
Title: Senior Vice President, General Counsel and
Corporate Secretary

RIVIERA RESOURCES, INC.

By: /s/ Holly Anderson
Name: Holly Anderson
Title: Executive Vice President and General Counsel

**STATE OF DELAWARE
CERTIFICATE OF CONVERSION
OF
RIVIERA RESOURCES, LLC
FROM A LIMITED LIABILITY COMPANY TO A
CORPORATION PURSUANT TO SECTION 265 OF
THE DELAWARE GENERAL CORPORATION LAW**

FIRST: The jurisdiction where the Limited Liability Company was first formed is the State of Delaware.

SECOND: The jurisdiction of the Limited Liability Company immediately prior to the filing of this Certificate is the State of Delaware.

THIRD: The date the Limited Liability Company first formed is April 3, 2018.

FOURTH: The name of the Limited Liability Company immediately prior to filing this Certificate is Riviera Resources, LLC.

FIFTH: The name of the corporation as set forth in the Certificate of Incorporation is Riviera Resources, Inc.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, being duly authorized to sign on behalf of the converting Limited Liability Company has executed this Certificate on the 7th day of August, 2018.

By: /s/ Holly Anderson
Name: Holly Anderson
Title: Executive Vice President and General Counsel

SIGNATURE PAGE TO
CERTIFICATE OF CONVERSION

TAX MATTERS AGREEMENT

This Tax Matters Agreement (the “Agreement”) is entered into as of August 7, 2018 by and among Linn Energy, Inc., a Delaware corporation (“Linn”), Riviera Resources, Inc., a Delaware corporation formed as a result of the reorganization of the predecessor Linn Energy, Inc. in July 2018 (“SpinCo”), and the SpinCo Subsidiaries (as defined below, and collectively with SpinCo, the “SpinCo Parties,” and the SpinCo Parties collectively with Linn, the “Parties”).

RECITALS

WHEREAS, Linn is engaged in (a) the ownership and operation of (i) upstream assets in Hugoton, Michigan, Illinois, Arkoma, East Texas, North Louisiana and Drunkards Wash, (ii) the assets of Blue Mountain Midstream LLC, a midstream business centered in the core of the Merge and (iii) more than 100,000 acres in the prospective NW Stack play (collectively, the “SpinCo Business”); and (b) the development of the Merge/SCOOP/Stack in Oklahoma, which is conducted entirely through Roan Resources LLC (“Roan Resources”) of which Roan Holdco, LLC (which is an indirect wholly owned subsidiary of Linn) owns a fifty percent (50%) membership interest (the “Roan Business”);

WHEREAS, Linn desires to separate its SpinCo Business from its Roan Business;

WHEREAS, in connection with the SpinCo Business, Linn is the sole stockholder of SpinCo, which in turn owns directly and indirectly 100% of the interests in the subsidiaries listed on the signature page of this Agreement as SpinCo Parties other than SpinCo (the “SpinCo Subsidiaries”);

WHEREAS, on the Closing Date, Linn owns a 50% interest in Roan Resources;

WHEREAS, on the Closing Date, in order to separate the SpinCo Business from the Roan Business, Linn will distribute 100% of its stock in SpinCo to its stockholders in accordance with their respective equity interests in Linn (the “Spinoff”);

WHEREAS, the Parties intend that the Spinoff will be a taxable transaction;

WHEREAS, in connection with the Spinoff, the Parties desire to enter into this Agreement to provide for certain Tax matters, including the assignment of responsibility for the preparation and filing of Tax Returns, the payment of and indemnification for Taxes, entitlement to refunds of Taxes and the prosecution and defense of any Tax Contest;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 General. As used in this Agreement, the following terms shall have the following meanings:

“Action” means any demand, action, claim, suit, countersuit, litigation, arbitration, prosecution, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other governmental authority or any arbitrator or arbitration panel.

“Agreement” shall have the meaning specified in the Preamble.

“Basis Matters” relates to any matter relating to the initial tax basis for federal tax purposes of the assets of the predecessor to Linn acquired pursuant to the *Amended Joint Chapter 11 Plan of Reorganized of Linn Energy, LLC and its Debtor Affiliates other than Linn Acquisition Company, LLC and Berry Acquisition Company, LLC*, which became effective on February 28, 2017.

“Beneficial Owner” is a Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: (i) voting power, which includes the power to vote, or to direct the voting of, such security; and/or (ii) investment power, which includes the power to dispose of, or to direct the disposition of, such security. The terms “Beneficially Own” and “Beneficial Ownership” shall have correlative meanings.

“Board” means the Board of Directors of SpinCo.

“Change of Control” means the occurrence of any of the following events after the Closing:

(i) any Person or any group of Persons acting together that would constitute a “group” for purposes of Section 13(d) of the Securities and Exchange Act of 1934, or any successor provisions thereto is or becomes the Beneficial Owner, directly or indirectly, of securities of SpinCo or any SpinCo Subsidiary representing more than 50% of the combined voting power of SpinCo’s, or such SpinCo Subsidiary’s, then outstanding voting securities;

(ii) there is consummated a merger or consolidation of SpinCo or any SpinCo Subsidiary with any other corporation or other entity, and, immediately after the consummation of such merger or consolidation, either (x) the members of the Board immediately prior to the merger or consolidation do not constitute at least a majority of the members of the board of directors of the company surviving the merger or, if the surviving company is SpinCo or a SpinCo Subsidiary, the ultimate parent thereof, or (y) the voting securities of SpinCo or such SpinCo Subsidiary immediately prior to such merger or consolidation do not continue to represent or are not converted into more than 50% of the combined voting power of the then outstanding voting securities of the Person resulting from such merger or consolidation or, if the surviving company is SpinCo or a SpinCo Subsidiary, the ultimate parent thereof; or

(iii) the shareholders of SpinCo or any SpinCo Subsidiary approve a plan of complete liquidation or dissolution of SpinCo or any SpinCo Subsidiary or there is consummated an agreement or series of related agreements for the sale or other disposition, directly or indirectly, by SpinCo or any SpinCo Subsidiary of all or substantially all of its assets, other than such sale or other disposition by SpinCo or any SpinCo Subsidiary of all or substantially all of its assets to an entity at least 50% of the combined voting power of the voting securities of which are owned by equity holders of SpinCo or any SpinCo Subsidiary in substantially the same proportions as their ownership of SpinCo or such SpinCo Subsidiary immediately prior to such sale.

Notwithstanding the foregoing, except with respect to clause (ii)(x) above, a “Change of Control” shall not be deemed to have occurred by virtue of the consummation of any transaction or series of transactions, whether expressly integrated or not and which shall be taken as a whole with all transactions occurring from and after the date of the Spinoff, immediately following which either (i) the record holders of the equity interests of SpinCo or any SpinCo Subsidiary immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in, and own substantially all of the equity interests of, an entity which owns, either directly or through a SpinCo Subsidiary, all or substantially all of the assets of SpinCo or such SpinCo Subsidiary immediately following such transaction or series of transactions, or (ii) the assets or equity of one or more of the SpinCo Subsidiaries, which are not material as to SpinCo and the SpinCo Subsidiaries taken as a whole, are sold or disposed of, provided, however, any disposition or sale of the assets or equity of Blue Mountain Midstream, LLC or its successor entities, other than any disposition or sale of assets that are not material to the operation or cash flow of Blue Mountain Midstream, LLC’s business taken as a whole and taking into account any replacement assets acquired in connection with such disposition or sale, shall always be deemed to be material.

“Closing” shall mean the completion of the Spinoff as determined for federal income tax purposes.

“Closing-of-the-Books Method” shall mean the apportionment of items between portions of a Straddle Period based on a closing of the books as of the end of the Closing Date, provided that any items not susceptible to such apportionment (e.g., Taxes imposed on a periodic basis such as real property or franchise taxes) shall be apportioned ratably on the basis of elapsed days during the relevant portion of the Straddle Period ending on and including the Closing Date.

“Closing Date” shall mean the date on which the Closing actually occurs.

“Code” shall mean the United States Internal Revenue Code of 1986, as amended.

“Dispute” shall have the meaning specified in Section 2.6.

“Dispute Date” shall have the meaning specified in Section 2.6.

“Final Determination” shall mean a determination within the meaning of Section 1313 of the Code or any similar provision of state, local or foreign Tax law.

“Income Tax” shall mean a Tax that is based on or measured by net income.

“Linn” shall have the meaning specified in the Preamble.

“Party” shall have the meaning specified in the Preamble.

“Person” means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity.

“Post-Spin Period” shall mean any Taxable year or other Taxable period beginning after the Closing Date.

“Pre-Spin Period” shall mean any Taxable year or other Taxable period that ends on or before the Closing Date.

“Prime Rate” means, on any date of determination, a rate per annum equal to the rate of interest most recently published by The Wall Street Journal as the “prime rate” at large U.S. money center banks.

“SpinCo” shall have the meaning specified in the Preamble.

“SpinCo Parties” shall have the meaning specified in the Preamble.

“SpinCo Subsidiaries” shall have the meaning specified in the Recitals.

“Spinoff” shall have the meaning specified in the Recitals.

“Spinoff Taxes” shall mean any Taxes, including any Transfer Taxes as well as Taxes resulting from the election under Code §336(e) that SpinCo may make, imposed on any of the Parties (including Linn subsidiaries) or Roan Resources as a direct or indirect result of the Spinoff, which shall be computed without regard to the effect or offset of any Tax attributes arising from the Roan Business or the business or operations of Linn and the Linn subsidiaries for any Post-Spin Period or any portion of the Straddle Period occurring after the Spinoff.

“Straddle Period” shall mean any Taxable period commencing on or prior to, and ending after, the Closing Date.

“Tax” (and, with correlative meaning, “Taxable”) shall mean (i) any and all United States federal, state, local and foreign taxes, including income, alternative or add-on minimum, gross receipts, profits, lease, service, service use, wage, employment, workers compensation, business occupation, environmental, estimated, excise, sales, use, transfer, license, payroll, franchise, severance, stamp, occupation, windfall profits, withholding, social security, unemployment, disability, ad valorem, capital stock, paid in capital, recording, registration, property, real property gains, value added, business license, custom duties and other taxes, escheat liability, charges, fees, levies, imposts, duties or assessments of any kind whatsoever, imposed or required to be withheld by any Taxing Authority, including any interest, additions to Tax or penalties applicable or related thereto, (ii) any liability for the Taxes of any Person under Treasury Regulation Section 1.1502-6 (or similar provision of state or local law), and (iii) any liability for the payment of any amount of a type described in clause (i) or clause (ii) as a result of any obligation to indemnify or otherwise assume or succeed to the liability of any other Person.

“Tax Benefit” shall mean the amount by which the Tax liability (after giving effect to any alternative minimum or similar Tax) of an entity to the appropriate Taxing Authority is reduced (including by deduction, entitlement to refund, credit, or otherwise, whether available in the current taxable year, as an adjustment to taxable income in any other taxable year or as a carryforward or carryback, as applicable), and in the case of a consolidated federal income Tax Return or combined, unitary or other similar state, local or other income Tax Return, the amount by which the

Tax liability of the affiliated group (within the meaning of Section 1504(a) of the Code) or other relevant group of entities to the appropriate government or jurisdiction is reduced (including by deduction, entitlement to refund, credit or otherwise, whether available in the current taxable year, as an adjustment to taxable income in any other taxable year or as a carryforward or carryback, as applicable); *provided, however*, that where a Party has other losses, deductions, credits or similar items available to it, deductions, credits or items for which the other Party would be entitled to a payment under this Agreement or a reduction in indemnity payments shall be treated as the last items utilized to produce a Tax Benefit. A Tax Benefit shall be deemed to have been realized at the time any refund of Taxes is received or applied against other Taxes due, or at the time of filing a Tax Return (including any Tax Return relating to estimated Taxes) on which a loss, deduction or credit is applied in reduction of Taxes which would otherwise be payable.

“Tax Contest” shall have the meaning specified in Section 5.1.

“Tax Return” shall mean any return, report, declaration, claim for refund, or information return or statement regarding to Taxes, including any schedule or attachment thereto and any amendment thereof.

“Taxing Authority” shall mean any governmental authority responsible for the administration or enforcement of any law, statute or regulation of or pertaining to Taxes.

“Transfer Taxes” shall mean all sales, use, privilege, transfer, documentary, stamp, recording and similar Taxes and fees (including any penalties, interest or additions thereto) imposed upon any Party in connection with the Spinoff.

Section 1.2 References; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. The word “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation.” Unless the context otherwise requires, references in this Agreement to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words “hereof,” “hereby,” and “herein” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement.

ARTICLE II

TAX RETURNS AND TAX PAYMENTS

Section 2.1 Obligations to File Tax Returns.

(a) Pre-Spin Periods and Straddle Period:

(i) Except as provided herein (including, for the avoidance of doubt, as specified in Sections 3.1 and 3.2), Linn shall prepare and timely file or shall cause to be prepared and timely filed (i) all U.S. federal income Tax Returns of the Parties for the Straddle Period, (ii) any

other Tax Returns filed on a consolidated or combined basis for the Straddle Period that includes Linn not otherwise addressed in clause (i), and (iii) any other Tax Returns for Pre-Spin Periods to be filed solely with respect to Linn and its interest in Roan Resources. SpinCo shall cooperate with Linn to provide Linn with any information related to the SpinCo Parties that is necessary to prepare such Tax Returns within a reasonable period prior to the due date for such Tax Returns, but in any event at least sixty (60) Business Days prior to such due date. No later than thirty (30) Business Days prior to the date on which any such Tax Return is required to be filed (taking into account any valid extensions), Linn shall submit or cause to be submitted to SpinCo, a draft of such Tax Return for review and comment. Linn shall make or cause to be made any and all changes to such Tax Return reasonably requested by SpinCo; *provided, that*, any disputes regarding such comments shall be resolved in accordance with Section 2.6; *provided, however*, that SpinCo must submit to Linn its proposed changes to such Tax Return in writing within fifteen (15) Business Days of receiving such Tax Return. SpinCo, on its own behalf and on behalf of each of the SpinCo Subsidiaries, hereby irrevocably authorizes and designates Linn as its agent, coordinator and administrator for the purpose of taking any and all actions necessary or incidental to the filing of any such Tax Return and for the purpose of making payments to, or collecting refunds from, any Taxing Authority in respect of any such Tax Return for applicable Income Tax purposes. Except as otherwise provided herein, Linn shall have the exclusive right to file, prosecute, compromise or settle any claim for refund for Taxes in respect of a Tax Return for which Linn bears responsibility under this Section 2.1(a). Each Party shall bear its own expenses in connection with the preparation and filing of such Tax Returns.

(ii) Except as provided herein (including, for the avoidance of doubt, as specified in Sections 3.1 and 3.2), SpinCo shall prepare and timely file or shall cause to be prepared and timely filed all other Tax Returns for Pre-Spin Periods and the Straddle Period. Linn shall cooperate with SpinCo to provide SpinCo with any information related to Linn or Roan Resources that is necessary to prepare such Tax Returns within a reasonable period prior to the due date for such Tax Returns, but in any event at least sixty (60) Business Days prior to such due date. No later than thirty (30) Business Days prior to the date on which any such Tax Return is required to be filed (taking into account any valid extensions), SpinCo shall submit or cause to be submitted to Linn, a draft of such Tax Return (other than any non-consolidated or combined return of a SpinCo Party) for review and comment. SpinCo shall make or cause to be made any and all changes to such Tax Return reasonably requested by Linn; *provided, that*, any disputes regarding such comments shall be resolved in accordance with Section 2.6; *provided, however*, that Linn must submit to SpinCo its proposed changes to such Tax Return in writing within fifteen (15) Business Days of receiving such Tax Return. Linn hereby irrevocably authorizes and designates SpinCo as its agent, coordinator and administrator for the purpose of taking any and all actions necessary or incidental to the filing of any such Tax Return and for the purpose of making payments to, or collecting refunds from, any Taxing Authority in respect of any such Tax Return for applicable Income Tax purposes.

(b) Post-Spin Periods:

(i) SpinCo Returns. Except as provided herein, SpinCo, at its own expense, shall prepare and file, or shall cause to be prepared and filed (i) all Tax Returns of SpinCo for all Post-Spin Periods, (ii) any other Tax Returns filed on a consolidated or combined basis with respect to SpinCo and one or more of the SpinCo Subsidiaries for all Post-Spin Periods, (iii) any entity-level Tax Return with respect to the SpinCo Parties for all Post-Spin Periods, and (iv) the IRS Form 8937 to be prepared and filed with respect to the Spinoff and distribution of SpinCo common stock to the Linn shareholders.

(ii) Linn Returns. Except as provided herein, Linn, at its own expense, shall prepare and file, or shall cause to be prepared and filed (i) all U.S. federal income Tax Returns of Linn and Roan Resources for any Post-Spin Period, (ii) any other Tax Returns filed on a consolidated or combined basis with respect to Linn and Roan Resources for all Post-Spin Periods, and (iii) any entity-level Tax Return with respect to Linn or Roan Resources for any Post-Spin Period.

(iii) Claims for Refund. Except as otherwise provided herein, SpinCo and Linn shall each have the exclusive right to file, prosecute, compromise or settle any claim for refund for Taxes in respect of a Tax Return for which it bears responsibility under this Section 2.1(b) and to determine whether any refunds of such Taxes shall be received by way of refund or credit against such Tax liability.

Section 2.2 Obligation to Remit Taxes. Except as otherwise provided herein, the Parties each shall remit or cause to be remitted to the applicable Taxing Authority any Taxes due in respect of any Tax Return that it is required to file hereunder (or, in the case of a Tax for which no Tax Return is required to be filed, which is otherwise payable by it to any Taxing Authority) and shall be entitled to reimbursement for such payments to the extent provided herein; *provided, however*, that in the case of any Tax Return required to be filed under Section 2.1(a) or (b), the Party not required to file such Tax Return shall remit to the Party required to file such Tax Return in immediately available funds the amount of any Taxes reflected on such Tax Return for which the former Party is responsible hereunder at least two (2) Business Days before payment of the relevant amount is due to a taxing Authority.

Section 2.3 Allocation of and Indemnification for Taxes.

(a) Indemnification. The SpinCo Parties shall, jointly and severally, indemnify, defend and hold harmless Linn (including Linn subsidiaries) from and against, without duplication, (i) all Taxes of the Parties for all Pre-Spin Periods and the portion of the Straddle Period ending on the Closing Date (including any Taxes attributable to Linn's ownership of the 50% interest in Roan Resources attributable to all Pre-Spin Periods and the portion of any Straddle Period ending on the Closing Date), (ii) all Spinoff Taxes, and (iii) all Taxes of the SpinCo Parties for any Post-Spin Period or Straddle Period; provided, however, for the avoidance of doubt, in no event shall the SpinCo Parties be responsible for Taxes attributable to the ownership of Roan Resources (such as the distributive share of Roan Resources taxable income under Code § 702) by any Person other than Linn. Linn shall indemnify, defend and hold harmless the SpinCo Parties from and against any Taxes (i) attributable to the ownership or operation of the Roan Business, Linn or the Linn subsidiaries for any Post-Spin Period and the portion of the Straddle Period that begins after the Closing Date, or (ii) attributable to a failure to comply with Section 3.2. For the avoidance of doubt, any entity-level Taxes of Roan Resources (which, for the avoidance

of doubt, shall exclude Taxes not payable by Roan Resources that are allocated or attributed to any owner of Roan Resources, such as an owner's distributive share of the taxable income of Roan Resources under Code § 702) for all Tax periods shall remain the obligation of Roan Resources. Any indemnification payable under this Section 2.3(a) shall be limited in an amount equal to the sum of (i) the actual cash payment owed to a governmental authority and (ii) the fees, expenses or costs (including attorneys' fees, consultants' fees, experts' fees and other professional fees) in connection with the indemnification and defense contemplated in this Section 2.3(a). Any potential liability under this paragraph shall expire sixty (60) days following the expiration of the relevant statute of limitations unless a claim has been asserted on or before such date.

(b) Straddle Period Taxes. In the case of Taxes (other than Taxes allocated pursuant to Section 2.3(a)) that are attributable to a Straddle Period, such Taxes shall be allocated between the portion of the Straddle Period that ends on the Closing Date and the portion of the Straddle Period that begins after the Closing Date based on a Closing-of-the-Books Method. For the avoidance of doubt, the intent of this provision is to, among other things, provide that the SpinCo Parties shall not be liable under Section 2.3(a) for Taxes attributable to the ownership or operation of the Roan Business following the Spinoff.

(c) Change of Control. As a condition to and immediately upon the occurrence of a Change of Control, SpinCo and the SpinCo Subsidiaries shall cause the successor to SpinCo or any SpinCo Subsidiary involved in such Change of Control to assume the performance of all obligations of SpinCo and the SpinCo Subsidiaries hereunder as if the successor were a Party to this Agreement from its initial date. In the event that either (i) SpinCo or such SpinCo Subsidiaries are unable to cause the successor to assume the obligations of this Agreement in accordance with the immediately preceding sentence or (ii) such successor does not have the financial wherewithal to perform the obligations of SpinCo or the SpinCo Subsidiaries that are the subject of the Change of Control, then as a condition to the effectiveness of the Change of Control, SpinCo and each affected SpinCo Subsidiary shall cause liquid assets to be set aside in a third party administered escrow or paid to Linn in amounts mutually agreed upon by SpinCo and Linn to support the indemnity obligations of SpinCo or such affected SpinCo Subsidiary under this Agreement with respect to any disputes as to Basis Matters; provided that if SpinCo and Linn cannot reach agreement as to such amounts within thirty (30) days following the Change of Control giving rise to the obligations under this Section 2.3(c), either SpinCo or Linn may submit such dispute to resolution in accordance with Section 2.6.

Section 2.4 Refunds, Allocation of Refunds and Tax Benefits. The following refunds of Taxes and Tax Benefits shall be allocated to SpinCo: (i) refunds of Taxes of the Parties with respect to any Pre-Spin Period or the portion of the Straddle Period ending on the Closing Date; (ii) refunds of Spinoff Taxes; (iii) refunds of any Taxes of the SpinCo Parties; and (iv) any Tax Benefit derived from any Tax attribute (including, but not limited to, net operating loss carryforwards, alternative minimum tax credits, general business credits, or sales tax refunds) that (A) was generated in or attributable to the Pre-Spin Period or the portion of the Straddle Period ending on the Closing Date by the SpinCo Parties or (B) is generated in or attributable to the Post-Spin Period or the portion of the Straddle Period beginning after the Closing Date by the SpinCo Parties; in each case of clauses (i)-(iv) of this Section 2.4 including, for the avoidance of doubt, any refunds of Taxes and Tax Benefits attributable to the ownership of the 50% interest

in Roan Resources attributable to all Pre-Spin Periods and the portion of any Straddle Period ending on the Closing Date, but shall not include any refunds of Taxes or Tax Benefits attributable to any entity level Taxes of Roan Resources, shall be allocated and be those of Linn. All other refunds of Taxes shall be allocated to Linn. Any potential payment obligations under this Section 2.4 shall be extinguished sixty (60) days after the expiration of the relevant statute of limitations or, in the case of any potential Tax Benefit attributable to the use of Tax attributes (such as NOLs or current-year operating losses) that exist as of the end of the U.S. federal income Tax year ending after January 31, 2018 and on or before January 31, 2019, sixty (60) days after the fourth anniversary of the end of such Tax year, in each case, unless a claim has been asserted on or before such date.

Section 2.5 Amended Returns. Except as required by applicable Law, if any amendment of a Tax Return by a Party would give rise to an indemnification obligation by another Party hereunder pursuant to Section 2.3, such Party shall not have the right to amend any such Tax Return without the consent of the Party on whom the indemnity obligation under Section 2.3 is imposed, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 2.6 Dispute Resolution. The Parties shall attempt in good faith to resolve any disagreement arising with respect to this Agreement, including any dispute in connection with a claim by a third party (a "Dispute"). Either Linn or SpinCo (on its own behalf or on behalf of any of the SpinCo Subsidiaries) may give the other Party (SpinCo or Linn, as applicable) written notice of any Dispute not resolved in the normal course of business. If the Parties cannot agree within ten (10) Business Days following the date on which one Party gives such notice (the "Dispute Date"), then the Dispute shall be determined as follows: within twenty (20) Business Days of the Dispute Date, a mutually agreeable national accounting firm or tax attorney shall be appointed to resolve such Dispute. The aggregate expenses of the arbitrator shall be split based on the relative success of each Party to the arbitration, as determined by the arbitrator. The decision of the arbitrator shall be rendered no later than sixty (60) Business Days from the Dispute Date and, unless otherwise required by a Final Determination, the Parties agree that such decision is final and the Parties shall not take any position inconsistent with such arbitrator's determination. Notwithstanding the period of time provisions of this Section 2.6, if to observe the time periods of this Section 2.6 in connection with a Dispute relating to comments to Tax Returns under Section 2.1(a) will result in the Dispute being resolved after the final extended filing date for the Tax Return for which there is a Dispute, then all such time periods shall be adjusted and reduced on a proportional basis such that the Dispute is capable of being resolved in a timely manner before the final extended filing date for such Tax Return.

ARTICLE III

COVENANTS

Section 3.1 Tax Treatment of Certain Periods. Notwithstanding anything in this Agreement to the contrary, the Parties agree that the determination of the tax consequences of the Spinoff (including, without limitation, the amount of taxable gain recognized in connection with the Spinoff and all determinations regarding the application of Code §336(e) to the Spinoff) or any issue arising in any Pre-Spin Period or the portion of the Straddle Period ending on the Closing Date for which SpinCo is obligated to indemnify under Section 2.3(a) shall be determined by SpinCo, and (a) the Tax Returns prepared and filed pursuant to Sections 2.1(a) and (b) shall be prepared consistently with such determination unless Linn reasonably concludes, on the basis of written advice from a nationally recognized accounting firm or tax attorney, that SpinCo's determination does not constitute a valid "reporting position"; *provided, that*, any determination that has a material adverse effect on Linn (including, for the avoidance of doubt, any material adverse effect on Roan Resources) in a Post-Spin Period shall be subject to the consent of Linn (not to be unreasonably withheld, conditioned or delayed); (b) for purposes of this Section 3.1 and the Tax Returns prepared and filed pursuant to Sections 2.1(a) and (b), the parties shall utilize the tax basis of the assets of Roan Resources as reflected in the relevant tax work papers of Linn and/or Roan Resources, as applicable, as of the date of this Agreement unless the parties mutually agree otherwise; (c) Linn shall not report or create any reserve (e.g., under ASC 740-10 or otherwise) in connection with any financial statement or other reporting of the tax consequences of any such issue with SpinCo's determination unless Linn reasonably concludes, on the basis of written advice from a nationally recognized accounting firm, that reporting or creating such a reserve is required in order to comply with applicable accounting standards; and (d) unless otherwise required by a Final Determination, the Parties agree to take no position inconsistent with SpinCo's determination of any such issue before any Taxing Authority. In the event Linn concludes that SpinCo's determination of the tax consequences of any such issue does not constitute a valid "reporting position" for purposes of clause (a) of the first sentence of this Section 3.1, or that the reporting or creation of a reserve would be required to comply with applicable accounting standards for purposes of clause (b) of the first sentence of this Section 3.1, Linn shall (a) inform SpinCo of such determination no later than thirty (30) days prior to the filing of the applicable Tax Return or financial statement, (b) provide the written advice relied upon in coming to such conclusion to SpinCo, and (c) if SpinCo disagrees with such written advice, the determination shall be subject to Section 2.6.

Section 3.2 Section 336(e) Election. Notwithstanding anything in this Agreement to the contrary, the Parties agree that SpinCo shall have the sole right to determine whether an election under Code §336(e) shall be made with respect to the Spinoff and, if SpinCo determines that such election will be made, all Parties shall act consistently with such determination.

Section 3.3 Payment of Spinoff Taxes by SpinCo. By no later than five (5) days prior to the due date for the filing of the IRS Form 8937 required to be filed by SpinCo pursuant to Section 2.1(b)(i), SpinCo shall provide to Linn or remit to Linn the following: (i) a full and complete copy of such IRS Form 8937 that SpinCo intends to file with the IRS, (ii) information that reflects in reasonable detail and accuracy the amount of the Spinoff Taxes owing from SpinCo to Linn, and (iii) readily available funds in an amount equal to the Spinoff Taxes.

ARTICLE IV

PAYMENTS

Section 4.1 Payments. Except as otherwise provided herein, payments due under this Agreement shall be made no later than ten (10) Business Days after (i) the receipt or crediting of a refund of Taxes giving rise to such payment obligation, (ii) the realization of a Tax Benefit for which another Party is entitled as determined in accordance with the definition thereof, or (iii) the delivery of notice of payment of a Tax for which the another Party is responsible under this Agreement, in each case by wire transfer of immediately available funds to an account designated by the Party entitled to such payment; *provided, that*, notwithstanding the foregoing, in the event of any amendment to a Tax Return filed pursuant to Section 2.1, the

amount of any Tax liability owed by one Party to another due under this Agreement shall be paid no later than two (2) Business Days prior to the filings of such Tax Return. Payments due hereunder, but not made within such period, shall be accompanied by simple interest at a rate equal to the Prime Rate plus five percent (5%) per annum, accruing from the first day after the end of such period; *provided, further*, that any payment made under this Section 4.1 shall only be made if no payments are owed and unpaid to the Party making a payment by the Party receiving such payment, in which case any amount payable shall be reduced by the amount owed and unpaid (but not below zero), and any such reduction shall also decrease such amount owed and unpaid (but not below zero).

Section 4.2 Treatment of Payments. The Parties agree that any payment made between the Parties pursuant to this Agreement with respect to a Pre-Spin Period or the portion of the Straddle Period ending on the Closing Date or as a result of an event or action occurring in a Pre-Spin Period or the portion of the Straddle Period ending on the Closing Date shall be treated, to the extent permitted by law, for all Tax purposes as relating back to such period. If the receipt or accrual of any such payment that is an indemnification payment (including a payment pursuant to Section 2.3), results in Taxable income (including an increase in the amount of any gain or other income realized in the Spinoff) to the recipient thereof, such payment shall be increased so that, after the payment of any Taxes with respect to the payment, the recipient thereof shall have realized the same net amount it would have realized had the payment not resulted in Taxable income. To the extent that any Party is liable for Taxes for which the other Party is responsible hereunder and such liability for Taxes gives rise to a Tax Benefit to the former Party, the amount of any payment made to the former Party by the latter Party shall be decreased by taking into account any resulting reduction in Taxes of the former Party. If a reduction in Taxes of the former Party occurs in a Taxable period following the period in which the payment is made by the latter Party, the former Party shall promptly repay the latter Party the amount of such reduction when actually realized.

Section 4.3 Notice. The Parties shall give each other prompt written notice of any payment that may be due to the provider of such notice under this Agreement.

ARTICLE V

TAX CONTESTS

Section 5.1 Notice of Tax Contests. Linn shall promptly notify SpinCo in writing upon receipt by Linn of a written communication from any Taxing Authority with respect to any pending or threatened audit, dispute, suit, action, proposed assessment or other proceeding (a "Tax Contest") concerning any Tax Return or otherwise concerning Taxes for which SpinCo may be liable under this Agreement. SpinCo shall promptly notify Linn in writing upon receipt by SpinCo of a written communication from any Taxing Authority with respect to any Tax Contest concerning any Tax Return or otherwise concerning Taxes for which Linn (including Roan Resources and all other Linn affiliates or subsidiaries) may be liable under this Agreement or for which SpinCo may have an obligation to indemnify under Section 2.3.

Section 5.2 Control of Contests. SpinCo shall have the sole responsibility and control (at its own cost and expense) over the handling of any Tax Contest, including the exclusive right to communicate with agents of the Taxing Authority, primarily involving any Tax for which SpinCo may be liable under this Agreement; *provided, that* SpinCo shall not agree to or consent to any adjustment that would result in a Tax payable by Linn pursuant to this Agreement or a material impact on any future Tax position with respect to Linn without Linn's express consent.

Linn shall have the sole responsibility and control (at its own cost and expense) over the handling of any Tax Contest, including the exclusive right to communicate with agents of the Taxing Authority, primarily involving any Tax for which Linn may be liable under this Agreement; *provided, that* Linn shall not agree to or consent to any adjustment that would result in a Tax payable by SpinCo under this Agreement or a material impact on any future Tax position with respect to SpinCo without SpinCo's express consent.

ARTICLE VI COOPERATION

Section 6.1 General. Each Party shall fully cooperate with the other Party in connection with the preparation and filing of any Tax Return or the conduct of any Tax Contest (including, where appropriate or necessary, providing a power of attorney) concerning any issues or any other matter contemplated under this Agreement. Each Party shall make its employees and facilities available on a mutually convenient basis to facilitate such cooperation.

ARTICLE VII RETENTION OF RECORDS; ACCESS

Section 7.1 Retention of Records; Access. Linn and SpinCo shall (a) retain records, documents, accounting data, and other information (including computer data) necessary for the preparation and filing of all Tax Returns in respect of Taxes of either Linn or the SpinCo for any Taxable period, or for any Tax Contests relating to such Tax Returns, to the extent such information exists and (b) give to the other Party reasonable access to such records, documents, accounting data, and other information (including computer data) and to its personnel (insuring their cooperation) and premises, for the purpose of the review or audit of such Tax Returns to the extent relevant to an obligation or liability of a Party under this Agreement or for purposes of the preparation or filing of any such Tax Return, the conduct of any Tax Contest or any other matter reasonably and in good faith related to the Tax affairs of the requesting Party. At any time after the Closing Date that Linn proposes to destroy such material or information, Linn shall first notify SpinCo in writing and SpinCo shall be entitled to receive such materials or information proposed to be destroyed. At any time after the Closing Date that SpinCo proposes to destroy such material or information, SpinCo shall first notify Linn in writing and Linn shall be entitled to receive such materials or information proposed to be destroyed. The Party requesting any records, documents, accounting data or other information pursuant to this Section 7.1 shall reimburse the Party to whom such request was made for all reasonable expenses incurred by such Party in connection thereto.

Section 7.2 Continuation of Retention of Information, Access Obligations. The obligations set forth in Section 7.1 shall continue until the longer of (a) the time of a Final Determination or (b) expiration of all applicable statutes of limitations to which the records and information relate. For purposes of the preceding sentence, each Party shall assume that no applicable statute of limitations has expired unless such Party has received notification or otherwise has actual knowledge that such statute of limitations has expired.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

Section 8.1 Complete Agreement; Construction. This Agreement shall constitute the entire agreement among the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.

Section 8.2 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument.

Section 8.3 Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement shall survive the Closing Date until sixty (60) days following the expiration of all statutes of limitations with regard to the Taxes of the Parties for any Pre-Spin Period or Straddle Period.

Section 8.4 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally, by facsimile or email (with confirming copy sent by one of the other delivery methods specified herein), by overnight courier or sent by certified, registered or express air mail, postage prepaid, and shall be deemed given when so delivered personally, or when so received by facsimile or courier, or, if mailed, three (3) calendar days after the date of mailing, as follows:

If to Linn:

Linn Energy, Inc.
600 Travis Street
Houston, Texas 77002
Attention: Chief Executive Officer

With a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
609 Main Street, Suite 4700
Houston, TX 77002
Attn: Andrew Calder, P.C., Julian Seiguer, P.C. and Kim Hicks
Facsimile: 713-836-3601
Email: andrew.calder@kirkland.com, julian.seiguer@kirkland.com and kim.hicks@kirkland.com

If to the SpinCo Parties: Riviera Resources Inc.
600 Travis Street
Houston, Texas 77002
Attention: General Counsel

With a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
609 Main Street, Suite 4700
Houston, TX 77002
Attn: Andrew Calder, P.C., Julian Seiguer, P.C. and Kim Hicks
Facsimile: 713-836-3601
Email: andrew.calder@kirkland.com, julian.seiguer@kirkland.com and kim.hicks@kirkland.com

or to such other address and with such other copies as any Party hereto shall notify the other Parties hereto (as provided above) from time to time.

Section 8.5 Waivers. The failure of any Party to require strict performance by the other Party of any provision in this Agreement will not waive or diminish that Party's right to demand strict performance thereafter of that or any other provision hereof.

Section 8.6 Amendment and Modification. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto.

Section 8.7 Assignment; Successors and Assigns; No Third Party Rights. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Parties hereto and subject to the requirements in Section 2.3(c) in the event of a Change of Control, and any attempted assignment shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. This Agreement shall be for the sole benefit of the Parties hereto, and their respective successors and permitted assigns, and is not intended, nor shall be construed, to give any Person, other than the Parties hereto and their respective successors and permitted assigns, any legal or equitable right, benefit, remedy or claim hereunder, except as provided in the following sentence. Roan Holdings, LLC, a Delaware limited liability company (together with its successors-in-interest, "Roan Holdings"), shall be entitled to enforce the provisions of this Agreement, including Section 8.6, as if it were a Party hereto, in the event that Roan Holdings makes a reasonable written demand on Linn Energy, Inc. that Linn Energy, Inc. enforce the provisions of this Agreement and Linn Energy, Inc. refuses to enforce such provisions. In the event Roan Holdings and Linn Energy, Inc. cannot resolve any disagreement relating to the application of the foregoing provision, such dispute shall be resolved pursuant to a dispute resolution procedure consistent with that set forth in Article VIII of the Separation and Distribution Agreement (rather than the procedure set forth in Section 2.6 of this Agreement).

Section 8.8 No Strict Construction. Each of the Parties hereto acknowledges that this Agreement has been prepared jointly by the Parties and shall not be strictly construed against any Party hereto.

Section 8.9 Titles and Headings. The headings and table of contents in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

Section 8.10 Exhibits and Schedules. The exhibits and schedules to this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

Section 8.11 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the law of the State of Delaware. Each of the Parties hereto irrevocably submits to the exclusive jurisdiction of any federal or state court located within Harris County, Texas and the appellate courts therefrom for the purpose of any Action or judgment relating to or arising out of this Agreement or any of the transactions contemplated hereby and to the laying of venue in such court. Service of process in connection with any such Action may be served on each Party hereto by the same methods as are specified for the giving of notices under this Agreement. Each Party hereto irrevocably and unconditionally waives and agrees not to plead or claim any objection to the laying of venue of any such Action brought in such courts and irrevocably and unconditionally waives any claim that any such Action brought in any such court has been brought in an inconvenient forum.

Section 8.12 Severability. If any term, provisions, covenant, or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants, and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

LINN:

Linn Energy, Inc.

By: /s/ Mark E. Ellis

Name: Mark E. Ellis

Title: President and Chief Executive Officer

SPINCO PARTIES:

Riviera Resources, Inc.,
for itself and on behalf of the SpinCo Parties listed
immediately below

By: /s/ David B. Rottino

Name: David B. Rottino

Title: President and Chief Executive Officer

**SPINCO PARTIES OTHER THAN RIVIERA
RESOURCES, INC.:**

LINN Merger Sub #1, LLC
LINN Energy Holdco, LLC
LINN Energy Holdco II, LLC
LINN Energy Holdings, LLC
LINN Operating, LLC
LINN Marketing, LLC
Blue Mountain Midstream, LLC
LINN Midwest Energy, LLC
Roan Holdco, LLC

TRANSITION SERVICES AGREEMENT

by and between

LINN ENERGY, INC.

AND

RIVIERA RESOURCES, INC.

Dated as of
August 7, 2018

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TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this “**Agreement**”), effective as of August 7, 2018 (the “**Effective Date**”), is hereby made by and between Riviera Resources, Inc., a Delaware corporation (“**Service Provider**”), and Linn Energy, Inc., a Delaware corporation (“**Service Recipient**”). Service Provider and Service Recipient are each referred to herein as a “**Party**” and collectively, as the “**Parties**.”

W I T N E S S E T H:

WHEREAS, the Parties have entered into a Separation and Distribution Agreement, dated as of the date hereof (the “**SDA**”), pursuant to which, among other things, Service Recipient will distribute to the holders of outstanding shares of Linn Common Stock, on a pro rata basis (without consideration being paid by such stockholders), all of the outstanding shares of common stock, par value \$0.01 per share, of Service Provider (“**SpinCo Common Stock**”);

WHEREAS, in order to provide for an orderly transition under the SDA, and to consummate the transactions contemplated by the SDA, it will be advisable for Service Recipient to receive from Service Provider and/or one or more of its Affiliates certain services on a transitional basis and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement is the “**Transition Services Agreement**” referred to in the SDA, and the Parties have agreed to enter into this Agreement pursuant to the SDA.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement and for other valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

Section 1.01 Certain Definitions. As used in this Agreement, the following terms shall have the following meanings (and all other capitalized terms used but not defined herein shall have the meanings given to such terms in the SDA):

“**Additional Services**” shall have the meaning set forth in Section 2.02.

“**Agreement**” shall have the meaning set forth in the preamble.

“**Charges**” shall have the meaning set forth in Section 3.01.

“**Disclosing Party**” shall mean a Party or any of its Affiliates or any Person acting on any of their behalves that discloses Confidential Information to a Receiving Party under this Agreement.

“**Effective Date**” shall have the meaning set forth in the preamble.

“Excluded Services” shall have the meaning set forth in Section 2.01.

“Party” or **“Parties”** shall have the meaning set forth in the preamble.

“Prime Rate” shall mean the prime rate of interest (the base rate on corporate loans) as published under “Money Rates” in The Wall Street Journal.

“Receiving Party” shall mean a Party or any of its Affiliates or any Person acting on any of their behalves that receives Confidential Information from a Disclosing Party under this Agreement.

“Related Parties” shall mean, with respect to a Party, its officers, directors, employees and any of its Affiliates or Subsidiaries, and their officers, directors or employees, shareholders, agents and other representatives, or any of the successors or assigns of any of the foregoing Persons.

“Representative” shall have the meaning set forth in Section 2.05(a).

“Review Meetings” shall have the meaning set forth in Section 2.05(a).

“SDA” shall have the meaning set forth in the recitals.

“Service Fee” shall have the meaning set forth in Section 3.01.

“Service Period” shall mean, with respect to any Service, the period commencing on the Effective Date and ending on the earlier of (i) the date Service Provider or Service Recipient terminates the provision of such Service in accordance with the terms of this Agreement, and (ii) the termination date specified with respect to such Service as indicated on the Service Schedule applicable to such Service (or, if no termination date is specified in the Service Schedule, the Consolidation Date).

“Service Provider” shall have the meaning set forth in the preamble.

“Service Recipient” shall have the meaning set forth in the preamble.

“Service Schedule” shall have the meaning set forth in Section 2.01.

“Service Taxes” shall have the meaning set forth in Section 3.05.

“Services” shall have the meaning set forth in Section 2.01.

“Subcontractor” shall have the meaning set forth in Section 2.04.

“Tax” or **“Taxes”** shall have the meaning set forth in the Tax Matters Agreement.

“Tax Return” shall have the meaning set forth in the Tax Matters Agreement.

“Term” shall have the meaning set forth in Section 7.01.

“Third Party” shall mean a Person that is neither a Party nor an Affiliate of a Party.

“Third-Party Costs” shall have the meaning set forth in Section 3.01.

Section 1.02 References; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words “include,” “includes” and “including,” when used in this Agreement, shall be deemed to be followed by the phrase “without limitation.” Unless the context otherwise requires, references in this Agreement to Articles, Sections, Annexes, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words “hereof,” “hereby” and “herein” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement. This Agreement is the result of arm’s-length negotiations from equal bargaining positions, including with respect to the applicable Service Fees. This Agreement shall not be construed against either Party, and no consideration shall be given or presumption made on the basis of who drafted this Agreement or any particular provision hereof or who supplied the form of Agreement.

ARTICLE 2

SERVICES

Section 2.01 Provision of Services. Service Provider shall provide, or cause to be provided, to Service Recipient, the applicable services (each, a **“Service”** and collectively, the **“Services”**) set out on schedules attached hereto (as may be amended, supplemented or modified from time to time by mutual agreement of the Parties or in accordance with Section 2.02, each, a **“Service Schedule,”** and collectively, the **“Service Schedules”**), in each case for the duration of the applicable Service Period as set forth therein. Subject to Section 2.02, Service Provider shall not have any obligation hereunder to provide any services not set forth on the Service Schedule. The Services shall not in any event include any services identified as “Excluded Services” on the Service Schedule (**“Excluded Services”**). For clarity, Service Provider may perform its obligations, and exercise its rights, under this Agreement through any of its Affiliates.

Section 2.02 Additional Services.

(a) From time to time during the Term, Service Recipient may request that Service Provider provide additional services (which may include Excluded Services) not included in the Services (such services, **“Additional Services”**). In the event that Service Recipient requests that Service Provider provide any Additional Services that (i) are directly dependent upon or inextricably intertwined with the Services and (ii) were inadvertently and unintentionally omitted from the Services, the Parties shall negotiate in good faith to determine the terms and conditions for the provision of such Additional Services; provided, however, that Service Provider shall not be obligated to provide Additional Services if, notwithstanding such good faith negotiation, the Parties are unable to reach agreement on the terms and conditions with respect to the provision of such Additional Services. For clarity, Service Provider shall not have any obligation to consider in good faith any request from Service Recipient for Additional Services unless such Services meet the criteria in (i) and (ii) above.

(b) In the event the Parties agree that Service Provider will provide any Additional Service, such Additional Service shall automatically constitute a “Service” hereunder, and the Parties shall execute an amendment to the appropriate Service Schedule that shall set forth, among other things, (i) the termination date for such Additional Service, (ii) a description of such Additional Service in reasonable detail, (iii) the fees and costs to Service Recipient for such Additional Service, and (iv) any additional terms and conditions specific to such Additional Service. For clarity, Service Provider’s obligations with respect to providing any Additional Services shall become effective only upon an amendment to the applicable Service Schedule being duly executed and delivered by Service Provider and Service Recipient.

Section 2.03 Standard of Performance.

(a) Service Provider shall perform, and shall use commercially reasonable efforts to cause any Affiliate or relevant Third Party to perform, the Services (i) in a professional and workmanlike manner, and at a level of service (including with respect to care, skill, prudence, frequency and functionality), that is substantially similar in scope, nature, quality and timeliness to the manner in which, and at the level of service with which, such Services were provided to Old Linn (where applicable) since August 31, 2017, subject to any different or additional service levels for a Service specifically set forth on the applicable Service Schedule and (ii) in compliance with applicable Law.

(b) Service Recipient hereby acknowledges that Service Provider (i) may be providing similar services and/or services that involve the same resources as those used to provide the Services hereunder to its internal organizations and businesses and to other Affiliates and to customers and other Third Parties, and that the provision of, and allocation of resources to, any such similar services shall in no event be deemed to be a breach of Service Provider’s obligations hereunder, so long as Service Provider continues to provide the Services in accordance with the terms of this Agreement, and (ii) is not in the business of providing the Services (or any services similar to the Services) and is providing the Services to Service Recipient solely for the purpose of facilitating the transactions contemplated by the SDA.

Section 2.04 Subcontracting. Service Recipient acknowledges and agrees that Service Provider may hire or engage one or more of its Affiliates or unaffiliated Third Parties (each such Third Party, a “**Subcontractor**”) to provide any Service (including any part of any Service) under this Agreement; provided, that no such arrangement shall relieve Service Provider of its obligations to provide the Services hereunder. Notwithstanding the foregoing, Service Provider shall not be liable for the acts or omissions of its Subcontractors (including any Third Party licensors, outsourcers or other vendors) in providing the Services on behalf of Service Provider, except to the extent such liability results from the willful misconduct or gross negligence of Service Provider; provided, however, that Service Provider shall take commercially reasonable efforts, and cooperate with Service Recipient to pass through the benefit of any indemnities, representations or warranties under Service Provider’s agreements with such Subcontractors, to

the extent permitted under the applicable agreement. Upon Service Recipient's request, Service Provider shall, at its option, either (i) enforce its rights under such agreement(s), or (ii) grant to Service Recipient rights of subrogation, to the extent permitted under the applicable agreement(s), so that Service Recipient may directly enforce the applicable agreement(s) against the applicable Subcontractor. Notwithstanding the foregoing, Service Provider shall not be responsible for any failure by any Subcontractor to provide any remedies to which either Party is entitled from the applicable Subcontractors. Service Recipient shall be responsible for all costs and expenses incurred in connection with seeking or enforcing any rights or remedies with respect to any Subcontractors hereunder (including, for clarity, any costs and expenses incurred by Service Provider in connection therewith).

Section 2.05 Cooperation.

(a) Each Party has designated in writing to the other Party one (1) representative to act as a contact person with respect to all issues relating to the provision of the Services pursuant to this Agreement (each, a "**Representative**"), which initial Representatives are set forth on the applicable Service Schedule. The Representatives shall hold review meetings by telephone or in person, as mutually agreed upon, to discuss issues relating to the provision of the Services under this Agreement ("**Review Meetings**"). In the Review Meetings, the Representatives shall be responsible for discussing, and seeking to address and resolve, any problems identified relating to the provision (or lack thereof) of Services and, to the extent modifications to the provision of Services are agreed upon by the Parties, facilitating the implementation of such modifications. If the Representatives are unable to resolve any such problems, the dispute resolution procedure set forth in the SDA shall apply. Each Party may change its Representative by providing written notice to the other Party at least three (3) business days prior to such change taking effect, and provided that any replacement Representative be a managerial-level employee of such Party of like skill and qualification that is acceptable to the other Party in its reasonable discretion.

(b) Each Party shall, and shall cause their representative Affiliates to, cooperate with each other Party in connection with the performance of the Services hereunder, including producing on a timely basis any Information that is reasonably requested by any other Party with respect to the performance of the Services; provided, however, that such cooperation shall not unreasonably disrupt the normal operations of a Party or any of its respective Affiliates. Each Party shall bear its own costs and expenses incurred in connection with furnishing such cooperation.

(c) Service Recipient shall, during the applicable Service Period, timely provide to Service Provider all Information, materials and other items, and otherwise cooperate, as reasonably requested by Service Provider in connection with the performance of the Services. In the event that Service Recipient fails to timely provide any such Information, materials or other items, or otherwise fails to cooperate with Service Provider in connection with the provision of the Services, Service Provider shall be relieved of its obligation to provide any impacted Service hereunder, if and to the extent the provision of such Service is dependent or otherwise reliant on such Information, materials or other items or such cooperation, but only for so long as the failure to provide such Information, materials and other items continues. For clarity, Service Provider shall not be deemed to be in default under, or otherwise in breach of any provision of, this Agreement for any failure or delay in fulfilling or performing any of its obligations under this

Agreement if such failure or delay results from Service Recipient's failure to provide such Information, materials or other items to, or otherwise cooperate with, Service Provider in connection with the provision of the Services hereunder. Each Party shall bear its own costs and expenses incurred in connection with complying with its obligations to provide information, materials and other items, and otherwise cooperate, as provided in this Section 2.05(c).

Section 2.06 Third Party Consents.

(a) The Parties shall reasonably cooperate and use commercially reasonable efforts to obtain all Third-Party Consents, licenses and other agreements, if any, necessary for the provision of the Services.

(b) In the event that any Consent, license or other agreement necessary for the provision of the Services cannot be obtained despite the Parties' commercially reasonable efforts, or is revoked after the Effective Date, (i) Service Provider shall (A) promptly notify Service Recipient, describing the nature of the potential exposure and any proposed modification in the Services, (B) cooperate and assist Service Recipient (or, as applicable, its Affiliates) in obtaining a reasonable alternative means by which Service Recipient (or such Affiliate) may obtain the affected Services and (C) continue to provide the Services, to the extent reasonably practicable under the circumstances, and (ii) the Parties shall use commercially reasonable efforts to reduce the amount and/or effect of disruption caused by any such failure to obtain such consent, license or other agreement.

Section 2.07 Certain Limits on Services.

(a) Nothing in this Agreement shall require Service Provider (or any person acting on its behalf) to perform or cause to be performed any Service in a manner that would constitute a violation of (i) applicable Law, (ii) any Contract or (iii) the rights of any Person.

(b) In the event that (i) there is nonperformance of any Service as a result of a Force Majeure or (ii) the provision of a Service would violate (A) applicable Law, (B) any Contract or (C) the rights of any Person, the Parties hereby acknowledge and agree that Service Provider may suspend performance of the Service(s) so affected during such period (but, without limiting the foregoing, only if and to the extent such Service(s) so affected cannot reasonably be performed by Service Provider in another commercially reasonable manner) and agree to work together in good faith to arrange for a reasonable alternative means by which Service Recipient (or, as applicable, its Affiliates) may obtain the Services so affected. Service Provider shall use commercially reasonable efforts during any such period to mitigate its costs with respect to any such affected Service. All costs and expenses incurred in connection with obtaining any alternative arrangement shall be split evenly between the Parties.

Section 2.08 Transitional Nature of Services; Changes. Notwithstanding anything to the contrary in this Agreement, but without limiting Section 2.03, the Parties hereby acknowledge (i) the transitional nature of the Services and that the intent of the Parties is that Service Recipient shall seek to obtain each of the Services internally or from Third Parties as soon as reasonably practical, and (ii) that Service Provider may make changes from time to time in the manner of performing the Services if (A) Service Provider is making similar changes in performing similar services for itself or its Affiliates, and (B) Service Provider furnishes to Service Recipient substantially the same notice (in content and timing) as Service Provider furnishes to its Affiliates with respect to such changes.

Section 2.09 Limited Remedy. Unless otherwise provided on a Service Schedule, in the event Service Provider materially fails to perform any Service in accordance with the terms of this Agreement, then at Service Recipient's request, Service Provider shall use commercially reasonable efforts to re-perform such Service ("**Reperformance**") as soon as reasonably practicable, at no cost to Service Recipient. To the maximum extent permitted by applicable Law, this Section 2.09 sets forth Service Recipient's sole and exclusive remedy, and Service Provider's sole and exclusive liability and obligation, with respect to the performance (or nonperformance) of the Services hereunder, except (i) to the extent any such failure to perform results from the gross negligence or willful misconduct of Service Provider or any Related Parties (in which case, for clarity, any such liability shall be subject to the liability cap set forth in Section 8.03) and (ii) for such specific performance or other equitable remedy that may be awarded by a court of competent jurisdiction.

ARTICLE 3

PAYMENT; BILLING

Section 3.01 Charges for the Services. Service Provider shall reimburse Service Recipient for, or pay on Service Recipient's behalf, all direct and indirect costs and expenses incurred by Service Recipient during the term of this Agreement in connection with (i) the fees set out on the applicable Service Schedule (each, a "**Service Fee**") for Services provided by Service Provider hereunder and (ii) all costs and expenses paid or payable to Third Parties in connection with the Services, which shall be passed-through to Service Recipient consistent with past practice or as otherwise set forth on the Service Schedules ("**Third-Party Costs**", and together with the Service Fees, the "**Charges**").

Section 3.02 Invoices. Charges for the Services and all other amounts payable hereunder shall be invoiced by Service Provider to Service Recipient on a monthly basis and shall be payable to Service Provider by Service Recipient. Each invoice shall set forth reasonable details for any amounts payable under this Agreement, and Service Provider agrees to provide to Service Recipient a copy of any supporting documentation reasonably requested by Service Recipient with respect to any such invoice.

Section 3.03 Payments. Service Recipient shall pay to Service Provider all undisputed amounts documented in each invoice in U.S. Dollars within thirty (30) days of receipt of an invoice from Service Provider in accordance with Section 3.02, to the bank account set out in the applicable invoice, or such other method agreed upon by the Parties. All payments shall be made in full without any withholding, deduction or setoff except as may be required by applicable Law. If Service Recipient is required to deduct or withhold any amount under applicable Law, it shall be obliged to pay to Service Provider such sum as will, after such deduction or withholding has been made, leave Service Provider with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. The Parties will use reasonable efforts to provide each other with any and all documentation required by any Taxing authority to reduce or eliminate any Taxes or withholding.

Section 3.04 Late Payments; Invoice Disputes.

(a) If Service Recipient fails to pay any undisputed amount due to Service Provider hereunder by the due date for payment, Service Recipient shall pay interest on any outstanding amounts at the rate equal to the then applicable Prime Rate plus four percent (4%) (or the maximum rate under applicable Law, whichever is lower), from the due date for such payment until such payment is made in full.

(b) Service Recipient may withhold payments for amounts disputed in good faith pending resolution of such disputes in accordance with the dispute resolution procedure set forth in the SDA; provided that if Service Recipient disputes any amount of an invoice, Service Recipient shall notify Service Provider in writing promptly following Service Recipient's receipt of such invoice and shall describe in reasonable detail the reason for disputing such amount. Upon resolution of such dispute, to the extent Service Recipient owes Service Provider some or all of the amount withheld, such amount shall bear interest in accordance with this Section 3.04 and Service Recipient shall promptly pay such applicable amount, together with the interest accrued, to Service Provider (or its specified Affiliate or designee).

Section 3.05 Taxes. Service Recipient shall pay all sales, service, valued added, use, excise, occupation, and other similar taxes and duties (in each case, together with all interest, penalties, fines and additions thereto) that are assessed against either Party on the provision of Services (either as a whole or against any particular Service) received by Service Recipient from Service Provider pursuant to the terms of this Agreement (including with respect to amounts paid by Service Provider to Third Parties) (collectively, "**Service Taxes**"); provided that the Parties shall use commercially reasonable efforts to minimize any such Service Taxes. If required under applicable Law (or, in the case of Service Taxes relating to amounts paid by Service Provider to Third Parties), Service Provider shall invoice Service Recipient for the full amount of all Service Taxes, and Service Recipient shall pay, in addition to the other amounts required to be paid pursuant to the terms of this Agreement, such Service Taxes to Service Provider. Notwithstanding anything to the contrary herein, the Tax Matters Agreement shall control with respect to any claim relating to Taxes or Tax Returns.

ARTICLE 4

BOOKS AND RECORDS

Section 4.01 Maintenance of Books and Records; Inspection Rights. For so long as Service Provider is providing any Services under this Agreement, and for seven (7) years thereafter (or such longer period as may be required under applicable Law or by either Party's document retention policies of which such Party is aware), Service Provider shall keep and maintain books, records, data, reports and all other information related to the provision of the Services, including all information related to the payment obligations hereunder, including any costs and expenses incurred in the provision of the Services, and which books, records, data, reports and other information shall be sufficient to enable Service Recipient to verify and substantiate Service Provider's invoicing of Charges therefor. Service Provider shall make such books, records, data, reports and other information reasonably available to any officer of, or other authorized Person designated by, Service Recipient for inspection and audit at the principal office of Service Provider, at reasonable times and on reasonable advance written request therefor, subject to the confidentiality provisions set forth herein.

ARTICLE 5

CONFIDENTIALITY

Section 5.01 Return or Destruction of Confidential Information. Any Confidential Information of the Parties shall be subject to Section 7.8 of the SDA. Upon the expiration or other termination of this Agreement, or at any other time upon the written request of Disclosing Party, Receiving Party shall promptly return or, at Receiving Party's option, destroy, all Confidential Information of Disclosing Party in Receiving Party's possession or control, together with all copies, summaries and analyses thereof, regardless of the format in which such Confidential Information exists or is stored. In the case of destruction, upon Disclosing Party's written request, Receiving Party shall promptly send a written certification that destruction has been accomplished to Disclosing Party. Notwithstanding the foregoing, however, Receiving Party is entitled to retain one copy of such Confidential Information for the sole purpose of complying with its obligations under applicable Law or this Agreement. With regard to Confidential Information stored electronically on backup tapes, servers or other electronic media, except to the extent required by applicable Law, the Parties agree to use commercially reasonable efforts to destroy such Confidential Information without undue expense or business interruption; provided however that Confidential Information so stored is subject to the obligations of confidentiality and non-use contained in this Agreement for as long as it is stored.

ARTICLE 6

INDEMNIFICATION

Section 6.01 General Service Recipient Indemnification. Service Recipient shall indemnify, defend and hold harmless Service Provider and its Affiliates from and against any losses suffered or incurred by Service Provider and/or any of its Affiliates arising out of or relating to any breach of applicable Law or the willful misconduct or gross negligence of Service Recipient and/or any of its Affiliates related to this Agreement or the performance or non-performance of the Services (including any performance or non-performance by any Third Party engaged by Service Provider and/or any of its Affiliates solely to the extent the losses from performance or non-performance arise from any willful misconduct or gross negligence by Service Recipient and/or any of its Affiliates in connection to such Third Party agreement or arrangement).

Section 6.02 General Service Provider Indemnification. Service Provider shall indemnify, defend and hold harmless Service Recipient from and against any losses suffered or incurred by Service Recipient arising out of or relating to any breach of applicable Law or the willful misconduct or gross negligence of Service Recipient related to this Agreement or the performance or non-performance of the Services (including any performance or non-performance by any Third Party engaged by Service Provider solely to the extent the losses from performance or non-performance arise from any willful misconduct or gross negligence by Service Provider and/or any of its Affiliates under such Third Party agreement or arrangement).

ARTICLE 7

TERM AND TERMINATION

Section 7.01 Initial Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and, unless otherwise terminated pursuant to Section 2.08 or Section 7.03, shall terminate with respect to (i) each Service, upon the expiration or earlier termination of the Service Period for such Service (which shall include, for clarity, any extension to such Service Period made in accordance with the terms of this Agreement) and (ii) this Agreement, upon the expiration or earlier termination of the Service Periods for all Services. Notwithstanding anything to the contrary in this Agreement or any Service Schedule, this Agreement, including all of the Services provided hereunder, shall terminate no later than twelve (12) months after the Consolidation Date, plus the total period of any extensions made by Service Provider pursuant to the first sentence of Section 7.02.

Section 7.02 Service Period Extensions.

(a) Prior to the Consolidation Date, unless otherwise provided on the applicable Service Schedule, Service Recipient may, at its option, extend the Service Period for any Service (i) for up to an additional two (2) months, on the same terms and conditions (including with respect to Service Fees) as such Service was provided during the initial term for such Service, and (ii) thereafter, for up to an additional two (2) months, on the same terms and conditions as previously provided, except the Service Fees for such Service provided during such extension period shall be increased by twenty-five percent (25%). Following the extensions in clauses (i) and (ii) of the preceding sentence, any extension to the Service Period for any Service shall be at Service Provider’s sole discretion. All fees payable pursuant to this Section 7.02(a) shall be paid in accordance with the procedures set forth in Article 3.

(b) On or after the Consolidation Date, any extension to the Service Period for any Service shall be at Service Provider’s sole discretion.

Section 7.03 Early Termination.

(a) Termination for Cause.

(i) If a Party materially breaches this Agreement and fails to remedy such breach within thirty (30) days after receipt of written notice of such breach from the other Party, such other Party may terminate any Service or group of Services impacted by such breach, upon written notice to the other Party.

(ii) Either Party may terminate this Agreement in its entirety upon written notice to the other Party if the other Party makes a general assignment for the benefit of creditors or becomes insolvent, a receiver is appointed on behalf of the other Party, or a court approves reorganization or arrangement proceedings for the other Party.

(b) Termination for Convenience. Unless otherwise provided on a Service Schedule, any Service or group of Services may be terminated by Service Recipient for convenience upon thirty (30) days' prior written notice to Service Provider.

Section 7.04 Data Transmission. On or prior to the last day of each applicable Service Period, Service Provider shall cooperate, and shall cause its Affiliates and any other Person working on its behalf, to cooperate, to support the transfer to Service Recipient (or its designee) of any data owned by Service Recipient or any of its Affiliates that was generated in connection with the performance of the applicable Services. If requested by Service Recipient, Service Provider shall promptly deliver, and shall cause its Affiliates and any Person working on its behalf to promptly deliver to Service Recipient (or its designee), within such time periods as the Parties may reasonably agree, copies of records, data, files and other information received or computed for the benefit of Service Recipient or any of its Affiliates during the Term, in electronic and/or hard copy form; provided, however, that (i) Service Provider and its Affiliates shall not have any obligation to provide any data in any format other than the format in which such data was originally generated, and (ii) Service Provider shall be reimbursed for its out-of-pocket costs incurred in connection with providing such records, data, files and other information.

Section 7.05 Effect of Termination.

(a) General. Expiration or other termination of this Agreement or of any Services or group of Services provided hereunder shall not: (i) relieve the Parties of any liability or obligation which accrued hereunder prior to the effective date of such termination; (ii) preclude either Party from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement prior to the effective date of such termination; or (iii) prejudice either Party's right to obtain performance of any obligation that accrued hereunder prior to the effective date of such termination or that, by the terms of this Agreement, survives such termination.

(b) Survival. Notwithstanding anything to the contrary in this Agreement, this Section 7.05, and Articles 4, 5, 8 and 9, and any other provisions of this Agreement that by their nature are necessary to survive the expiration or termination of this Agreement, shall survive the termination or expiration of this Agreement.

ARTICLE 8

DISCLAIMER AND LIMITATION OF LIABILITY

Section 8.01 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES TO BE PROVIDED OR RECEIVED BY IT, AS APPLICABLE, OR OTHERWISE WITH RESPECT TO THIS AGREEMENT.

Section 8.02 Disclaimer of Consequential Damages. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL EITHER PARTY (OR ANY OF ITS RELATED PARTIES) BE LIABLE TO THE OTHER PARTY (OR ANY OF ITS RELATED PARTIES) IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OR ANY LOST PROFITS, LOSS OF USE, DAMAGE TO GOODWILL OR LOSS OF BUSINESS IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EACH PARTY HEREBY WAIVES, ON BEHALF OF ITSELF AND ITS RELATED PARTIES, ANY AND ALL CLAIMS FOR SUCH DAMAGES, INCLUDING ANY CLAIM FOR LOST PROFITS, LOSS OF USE, DAMAGE TO GOODWILL OR LOSS OF BUSINESS, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.

Section 8.03 Liability Cap. Notwithstanding anything contained herein or in the SDA, to the maximum extent permitted by applicable Law, except in the instance of willful misconduct or gross negligence of Service Provider (or any of its Related Parties), the maximum aggregate liability of each Party (including its Related Parties) arising out of or in connection with this Agreement shall not exceed the aggregate amount paid or payable by Service Recipient to Service Provider for Services contained within the same Service Schedule as the Service giving rise to such liability, as of the date of the events or circumstances giving rise to such liability.

ARTICLE 9

MISCELLANEOUS

Section 9.01 Force Majeure. No Party (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (a) notify the other Party of the nature and extent of any such Force Majeure condition, and (b) use due diligence to remove any such causes and resume performance under this Agreement as soon as reasonably practicable. NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES ARISING OUT OF OR RELATING TO THE SUSPENSION OR TERMINATION OF ANY OF ITS OBLIGATIONS OR DUTIES UNDER THIS AGREEMENT BY REASON OF THE OCCURRENCE OF AN EVENT OF FORCE MAJEURE.

Section 9.02 Complete Agreement; Construction. This Agreement, including the Service Schedule hereto, and the SDA, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Service Schedule hereto, the Service Schedule shall prevail. In the event and to the extent that there shall be any inconsistency between the provisions of this Agreement and the provisions of the SDA with respect to the provision of the Services, this Agreement shall control.

Section 9.03 Relationship of the Parties. Each Party hereby acknowledges that the Parties are separate entities, each of which has entered into this Agreement for independent business reasons. The relationships of the Parties hereunder are those of independent contractors and nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer-employee, joint venture or fiduciary relationship between the Parties. The Parties' obligations and rights in connection with the subject matter hereof are solely as specifically set forth in this Agreement (including in any Service Schedule hereto), and each Party acknowledges and agrees that it owes no fiduciary or other duties or obligations to the other by virtue of any relationship created by this Agreement.

Section 9.04 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto (and, where applicable, its Affiliates) and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any Person, other than the Parties hereto and such assigns, any legal or equitable rights hereunder.

Section 9.05 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 9.05):

(a) If to Service Provider:

Riviera Resources, Inc.
600 Travis St.
Houston, Texas 77002
Attention: General Counsel

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
609 Main Street, Suite 4500
Houston, TX 77002
Attn: Julian J. Seiguer
Email: julian.seiguer@kirkland.com

(b) If to Service Recipient:

Linn Energy, Inc.
600 Travis St.
Houston, Texas 77002
Attention: Chief Executive Officer

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
609 Main Street, Suite 4500
Houston, TX 77002
Attn: Julian J. Seiguer
Email: julian.seiguer@kirkland.com

Section 9.06 Waivers. The failure of any Party to require strict performance by the other Party of any provision in this Agreement will not waive or diminish that Party's right to demand strict performance thereafter of that or any other provision hereof.

Section 9.07 Amendments. This Agreement may not be modified or amended except by an agreement in writing signed by the Parties.

Section 9.08 Assignment. Except as otherwise provided in this Agreement, this Agreement shall not be assignable, in whole or in part, directly or indirectly, by either Party without the prior written consent of the other Party, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void; provided, that a Party may assign this Agreement in connection with a merger transaction in which such Party is not the surviving entity or the sale by such Party of all or substantially all of its Assets; provided, that the surviving entity of such merger or the transferee of such Assets shall agree in writing, reasonably satisfactory to the other Party, to be bound by the terms of this Agreement as if named as a "Party" hereto. No assignment shall relieve either Party of the performance of any accrued obligation that such Party may then have under this Agreement.

Section 9.09 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each Party hereto and delivered to the other Party.

Section 9.10 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 9.11 GOVERNING LAW. THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE. ANY AND ALL CLAIMS, CONTROVERSIES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STATUTE OR OTHERWISE, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, INCLUDING ITS STATUTES OF LIMITATIONS, WITHOUT GIVING EFFECT TO ANY CONFLICT-OF-LAWS OR OTHER RULE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

Section 9.12 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.12.

Section 9.13 Effect if Separation Does Not Occur. If the Distribution does not occur, then all actions and events that are, under this Agreement, to be taken or occur effective as of or following the Distribution Date, or otherwise in connection with the Distribution, shall not be taken or occur except to the extent specifically agreed by the Parties and neither Party shall have any liability or further obligation to the other party under this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

RIVIERA RESOURCES, INC.

By: /s/ David B. Rottino
Name: David B. Rottino
Title: President and Chief Executive Officer

LINN ENERGY, INC.

By: /s/ Mark E. Ellis
Name: Mark E. Ellis
Title: President and Chief Executive Officer

[Signature Page to Transition Services Agreement]

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (including all exhibits hereto and as may be amended, supplemented or amended and restated from time to time in accordance with the terms hereof, this “*Agreement*”) is made and entered into as of August 7, 2018, by and among Riviera Resources, Inc., a Delaware corporation (the “*Company*”), and the other parties signatory hereto and any additional parties identified on the signature pages of any joinder agreement executed and delivered pursuant hereto.

WHEREAS, on February 28, 2017, Linn Energy, Inc., a Delaware corporation (“*Old LINN*”), entered into a registration rights agreement (the “*LINN RRA*”) with holders of Old Linn’s “Registrable Securities” (as defined in the LINN RRA, the “*LINN Registrable Securities*”);

WHEREAS, on the date hereof, Linn Energy, Inc., a Delaware corporation and the successor-in-interest to Old LINN (“*New LINN*”), completed a distribution, on a pro rata basis to the holders of New LINN common stock, of all of the outstanding shares of the Common Stock (as defined below) of the Company (the “*Spinoff*”);

WHEREAS, any shares of the Company’s Common Stock distributed in the Spinoff in respect of LINN Registrable Securities outstanding on the date hereof constitute additional LINN Registrable Securities, in accordance with clause (b) of the definition of “Registrable Securities” in the LINN RRA; and

WHEREAS, Company desires to enter into a registration rights agreement with each recipient of the shares of the Company’s Common Stock that owns at least ten percent (10%) of the Company’s Common Stock or that otherwise reasonably determines that it is an “affiliate” of the Company (as such term is defined in the Securities Act (as defined below)).

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and each of the Holders (as defined below) agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

“*Advice*” has the meaning set forth in Section 16(c).

“*Affiliate*” means, with respect to any person, any other person which directly or indirectly controls, is controlled by, or is under common control with, such person. The term “control” (including the terms “controlled by” and “under common control with”) as used in this definition means the possession, directly or indirectly (including through one or more intermediaries), of the power or authority to direct or cause the direction of management, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the Preamble.

“beneficially own” (and related terms such as “beneficial ownership” and “beneficial owner”) shall have the meaning given to such term in Rule 13d-3 under the Exchange Act, and any Person’s beneficial ownership of securities shall be calculated in accordance with the provisions of such Rule.

“Board” means the Board of Directors of the Company or any authorized committee thereof.

“Bought Deal” has the meaning set forth in Section 8(a).

“Business Day” means any day, other than a Saturday or Sunday or a day on which commercial banks in New York City are authorized or required by law to be closed.

“Commission” means the Securities and Exchange Commission.

“Common Stock” means the common stock of the Company, par value \$0.01 per share, and any securities into which such shares of common stock may hereinafter be reclassified.

“Company” has the meaning set forth in the Preamble and includes the Company’s successors by merger, acquisition, reorganization or otherwise.

“Counsel to the Holders” means (i) with respect to any Demand Registration, the counsel selected by the Holders of a majority of the Registrable Securities initially requesting such Demand Registration and (ii) with respect to any Underwritten Takedown or Piggyback Offering, the counsel selected by the Majority Holders.

“Demand Registration” has the meaning set forth in Section 5(a).

“Demand Registration Request” has the meaning set forth in Section 5(a).

“Effective Date” means the date that a Registration Statement filed pursuant to this Agreement is first declared effective by the Commission.

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

“Form S-1” means form S-1 under the Securities Act, or any other form hereafter adopted by the Commission for the general registration of securities under the Securities Act.

“Form S-3” means form S-3 under the Securities Act, or any other form hereafter adopted by the Commission having substantially the same usage as Form S-3.

“Form S-4” means form S-4 under the Securities Act, or any other form hereafter adopted by the Commission having substantially the same usage as Form S-4.

“*Form S-8*” means form S-8 under the Securities Act, or any other form hereafter adopted by the Commission having substantially the same usage as Form S-8.

“*FINRA*” has the meaning set forth in [Section 10](#).

“*Grace Period*” has the meaning set forth in [Section 7\(a\)\(B\)](#).

“*Holder*” or “*Holders*” means the parties signatory to this Agreement, other than the Company, and any additional parties identified on the signature pages of any joinder agreement executed and delivered pursuant to this Agreement. A Person shall cease to be a Holder hereunder at such time as it ceases to hold any Registrable Securities.

“*Indemnified Party*” has the meaning set forth in [Section 12\(c\)](#).

“*Indemnifying Party*” has the meaning set forth in [Section 12\(c\)](#).

“*Initial Registrable Securities Number*” means the number of Registrable Securities beneficially owned by all Holders as of the date hereof, appropriately adjusted for any stock splits, reverse stock splits, stock dividends or similar transactions involving the Company’s Common Stock.

“*Initial Shelf Expiration Date*” has the meaning set forth in [Section 2\(f\)](#).

“*Initial Shelf Registration Statement*” has the meaning set forth in [Section 2\(a\)](#).

“*LINN Registrable Securities*” has the meaning set forth in the recitals.

“*LINN RRA*” has the meaning set forth in the recitals.

“*Lockup Period*” has the meaning set forth in [Section 11\(a\)](#).

“*Losses*” has the meaning set forth in [Section 12\(a\)](#).

“*Majority Holders*” means, with respect to any Underwritten Offering, the holders of a majority of the Registrable Securities to be included in such Underwritten Offering held by all Holders that have made the request requiring the Company to conduct such Underwritten Offering (but not including any Holders that have exercised “piggyback” rights hereunder to be included in such Underwritten Offering).

“*New LINN*” has the meaning set forth in the recitals.

“*Old LINN*” has the meaning set forth in the recitals.

“*Other Holder*” has the meaning set forth in [Section 8\(b\)](#).

“*Person*” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

“*Piggyback Notice*” has the meaning set forth in [Section 8\(a\)](#).

“*Piggyback Offering*” has the meaning set forth in [Section 8\(a\)](#).

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

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

“Registrable Securities” means, collectively, (a) as of the date hereof, all shares of Common Stock distributed in the Spinoff to any Holder or to any Affiliate or Related Fund of any Holder and (b) any additional shares of Common Stock paid, issued or distributed in respect of any such shares by way of a stock dividend, stock split or distribution, or in connection with a combination of shares, and any security into which such Common Stock shall have been converted or exchanged in connection with a recapitalization, reorganization, reclassification, merger, consolidation, exchange, distribution or otherwise; provided, however, that as to any Registrable Securities, such securities shall cease to constitute Registrable Securities upon the earliest to occur of: (i) the date on which such securities are disposed of pursuant to an effective Registration Statement; (ii) the date on which such securities are disposed of pursuant to Rule 144 (or any similar provision then in effect) promulgated under the Securities Act; (iii) the date on which (A) the entire amount of the Registrable Securities owned by the relevant Holder may be sold in a single sale, in the opinion of counsel satisfactory to the Company, in its reasonable judgment, pursuant to Rule 144 (or any similar provision then in effect) promulgated under the Securities Act and without any limitation as to volume or manner of sale restrictions and (B) such Holder owning such Registrable Securities owns less than 5% of the outstanding shares of Common Stock on a fully diluted basis; and (iv) the date on which such Registrable Securities cease to be outstanding.

“Registration Statement” means any one or more registration statements of the Company filed under the Securities Act that covers the resale of any of the Registrable Securities pursuant to the provisions of this Agreement (including without limitation any Shelf Registration Statement), amendments and supplements to such Registration Statements, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in such Registration Statements.

“Related Fund” means, with respect to any Person, any fund, account or investment vehicle that is controlled or managed by such Person, by any Affiliate of such Person, or, if applicable, such Person’s investment manager.

“Rule 144” means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

“*Rule 158*” means Rule 158 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

“*Rule 415*” means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

“*Rule 424*” means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

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

“*Selling Stockholder Questionnaire*” means a questionnaire reasonably adopted by the Company from time to time.

“*Shelf Registration Statement*” means a Registration Statement filed with the Commission in accordance with the Securities Act for the offer and sale of Registrable Securities by Holders on a continuous or delayed basis pursuant to Rule 415.

“*Spinoff*” has the meaning set forth in the recitals.

“*Trading Day*” means a day during which trading in the Common Stock occurs in the Trading Market, or if the Common Stock is not listed on a Trading Market, a Business Day.

“*Trading Market*” means whichever of the New York Stock Exchange, the NYSE American, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market, OTC Bulletin Board, or OTC Markets Group marketplace on which the Common Stock is listed or quoted for trading on the date in question.

“*Transfer*” has the meaning set forth in Section 14.

“*Underwritten Offering*” means an offering of Registrable Securities under a Registration Statement in which the Registrable Securities are sold to an underwriter for reoffering to the public.

“*Underwritten Takedown*” has the meaning set forth in Section 2(h).

2. Initial Shelf Registration.

(a) The Company shall prepare a Shelf Registration Statement (as may be amended from time to time, the “*Initial Shelf Registration Statement*”), and shall include in the Initial Shelf Registration Statement the Registrable Securities of each Holder who shall request inclusion therein of some or all of their Registrable Securities by checking the appropriate box on the signature page of such Holder hereto or by written notice to the Company no later than 45 days after the date hereof. The Company shall file the Initial Shelf Registration Statement with the Commission on or prior to the 60th day following the date hereof; *provided, however*, that the Company shall not be required to file or cause to be declared effective the Initial Shelf Registration Statement unless Holders request (and have not by the 60th day after the date hereof revoked such request by written notice to the Company) the inclusion in the Initial Shelf Registration Statement of Registrable Securities constituting at least twenty percent (20%) of all Registrable Securities, and such Holders otherwise timely comply with the requirements of this Agreement with respect to the inclusion of such Registrable Securities in the Initial Shelf Registration Statement.

(b) The Company shall include in the Initial Shelf Registration Statement all Registrable Securities whose inclusion has been timely requested as aforesaid; *provided, however*, that the Company shall not be required to include an amount of Registrable Securities in excess of the amount as may be permitted to be included in such Registration Statement under the rules and regulations of the Commission and the applicable interpretations thereof by the staff of the Commission.

(c) Upon the request of any Holder whose Registrable Securities are not included in the Initial Shelf Registration Statement at the time of such request, the Company shall amend the Initial Shelf Registration Statement to include the Registrable Securities of such Holder; *provided that* the Company shall not be required to amend the Initial Shelf Registration Statement more than once every three (3)-month period beginning on the date hereof.

(d) Within ten (10) days after receiving a request pursuant to Section 2(c), the Company shall give written notice of such request to all other Holders of Registrable Securities and shall include in such amendment all such Registrable Securities with respect to which the Company has received written requests for inclusion therein within fifteen (15) days after the Company’s giving of such notice, *provided* that such Registrable Securities are not already covered by an existing and effective Registration Statement that may be utilized for the offer and sale of the Registrable Securities requested to be registered in the manner so requested.

(e) The Initial Shelf Registration Statement shall be on Form S-3 (or, if the Company is not eligible to file the Initial Shelf Registration Statement on Form S-3, on Form S-1 (or any successor form or other appropriate form under the Securities Act)).

(f) The Company shall use its reasonable best efforts to cause the Initial Shelf Registration Statement to be declared effective by the Commission as promptly as practicable, and shall use its reasonable best efforts to keep such Initial Shelf Registration Statement continuously effective, and not subject to any stop order, injunction or other similar order or requirement of the Commission, until the earlier of (i) if the Initial Shelf Registration Statement is on Form S-1, the date the Company (A) is eligible to register the Registrable Securities for resale by Holders on Form S-3 and (B) has filed such Registration Statement with the Commission and which is effective and (ii) the date that all Registrable Securities covered by the Initial Shelf Registration Statement shall cease to be Registrable Securities (such earlier date, the “*Initial Shelf Expiration Date*”). In the event of any stop order, injunction or other similar order or requirement of the Commission relating to the Initial Shelf Registration Statement, if any Registrable Securities covered by the Initial Shelf Registration Statement remain unsold, the period during which the Initial Shelf Registration Statement shall be required to remain effective will be extended by the number of days during which such stop order, injunction or similar order or requirement is in effect.

(g) If the Initial Shelf Registration Statement is on Form S-1, then for so long as any Registrable Securities covered by the Initial Shelf Registration Statement remain unsold, the Company will file any supplements to the Prospectus or post-effective amendments required to be filed by applicable law in order to incorporate into such Prospectus any Current Reports on Form 8-K necessary or required to be filed by applicable law, any Quarterly Reports on Form 10-Q or any Annual Reports on Form 10-K filed by the Company with the Commission, or any other information necessary so that (i) the Initial Shelf Registration Statement shall not include any untrue statement of material fact or omit to state any material fact necessary in order to make the statements therein not misleading, and (ii) the Company complies with its obligations under Item 512(a)(1) of Regulation S-K; provided, however, that these obligations remain subject to the Company's rights under Section 7 of this Agreement.

(h) Upon the demand of one or more Holders, the Company shall facilitate a "takedown" of Registrable Securities in the form of an Underwritten Offering (each, an "*Underwritten Takedown*"), in the manner and subject to the conditions described in Section 6 of this Agreement, provided that (i) the number of shares included in such "takedown" shall equal at least twenty percent (20%) of all Registrable Securities at such time or (ii) the Registrable Securities requested to be sold by the Holders in such "takedown" shall have an anticipated aggregate gross offering price (before deducting underwriting discounts and commission) of at least \$25 million.

3. Subsequent Shelf Registration Statements.

(a) After (i) the Effective Date of the Initial Shelf Registration Statement and prior to the Initial Shelf Expiration Date and (ii) for so long as any Registrable Securities remain outstanding, the Company shall use its best efforts to (A) ensure that it will be eligible to register the Registrable Securities on Form S-3 after the Initial Shelf Expiration Date, and (B) meet the requirements of General Instruction VII of Form S-1 after the Initial Shelf Expiration Date.

(b) After the Initial Shelf Expiration Date and for so long as any Registrable Securities remain outstanding, the Company shall use its best efforts to (A) be eligible and/or to maintain its eligibility to register the Registrable Securities on Form S-3, and (B) meet the requirements of General Instruction VII of Form S-1.

(c) After the Initial Shelf Expiration Date and for so long as any Registrable Securities remain outstanding, if there is not an effective Registration Statement which includes the Registrable Securities that are currently outstanding, the Company shall (i) if the Company is eligible to register the Registrable Securities on Form S-3, promptly file a Shelf Registration Statement on Form S-3 and use its reasonable best efforts to cause such Registration Statement to be declared effective or (ii) promptly file a Shelf Registration Statement on Form S-1 and use its reasonable best efforts to cause such Registration Statement to be declared effective and for so long as any Registrable Securities covered by such Shelf

Registration Statement on Form S-1 remain unsold, the Company will file any supplements to the Prospectus or post-effective amendments required to be filed by applicable law in order to incorporate into such Prospectus any Current Reports on Form 8-K necessary or required to be filed by applicable law, any Quarterly Reports on Form 10-Q or any Annual Reports on Form 10-K filed by the Company with the Commission, or any other information necessary so that (x) such Shelf Registration Statement shall not include any untrue statement of material fact or omit to state any material fact necessary in order to make the statements therein not misleading, and (y) the Company complies with its obligations under Item 512(a)(1) of Regulation S-K; provided, however, that these obligations remain subject to the Company's rights under Section 7 of this Agreement.

4. Quotation on OTC Market.

(a) Until and unless (x) the Common Stock is listed on a "national securities exchange" as defined in Rule 600(b)(45) of Regulation National Market System promulgated by the Commission, as amended or (y) the Common Stock may be sold by any and all Holders without restriction by the Commission pursuant to a Registration Statement in an at-the-market offering, the Company shall use its reasonable best efforts to cause the Common Stock to be quoted on any of the OTCBB, OTCQX or OTCQB markets as promptly as practicable after the date hereof and shall thereafter use its reasonable best efforts to maintain such quotation.

5. Demand Registration.

(a) At any time and from time to time beginning one hundred eighty (180) days after the date hereof, any Holder or group of Holders may request in writing ("*Demand Registration Request*") that the Company effect the registration of all or part of such Holder's or Holders' Registrable Securities with the Commission under and in accordance with the provisions of the Securities Act ("*Demand Registration*"). The Company will file a Registration Statement covering such Holder's or Holders' Registrable Securities requested to be registered, and shall use its reasonable best efforts to cause such Registration Statement to be declared effective, as promptly as practicable after receipt of such request; *provided, however*, that the Company will not be required to file a Registration Statement pursuant to this Section 5(a):

(A) unless (i) the number of Registrable Securities requested to be registered on such Registration Statement equals at least twenty percent (20%) of all Registrable Securities at such time or (ii) the Registrable Securities requested to be sold by the Holders pursuant to such Registration Statement have an anticipated aggregate gross offering price (before deducting underwriting discounts and commission) of at least \$25 million;

(B) if the Registrable Securities requested to be registered are already covered by an existing and effective Registration Statement and such Registration Statement may be utilized for the offer and sale of the Registrable Securities requested to be registered;

(C) if a registration statement filed by the Company shall have previously been initially declared effective by the Commission within the one hundred eighty (180) days preceding the date such Demand Registration Request is made; and

(D) if the number of Demand Registration Requests previously made pursuant to this Section 5(a) shall equal or exceed five (5); *provided, however* that a Demand Registration Request shall not be considered made for purposes of this clause (D) unless the requested Registration Statement has been declared effective by the Commission for more than 75% of the full amount of Registrable Securities for which registration has been requested.

(b) A Demand Registration Request shall specify (i) the then-current name and address of such Holder or Holders, (ii) the aggregate number of Registrable Securities requested to be registered, (iii) the total number of Registrable Securities then beneficially owned by such Holder or Holders, and (iv) the intended means of distribution. If at the time the Demand Registration Request is made the Company appears, based on public information available to such Holder or Holders, eligible to use Form S-3 for the offer and sale of the Registrable Securities, the Holder or Holders making such request may request that the registration be in the form of a Shelf Registration Statement (for the avoidance of doubt, the Company shall not be under the obligation to file a Shelf Registration Statement on Form S-3 if, upon the advice of its counsel, it is not eligible to make such a filing).

(c) The Company may satisfy its obligations under Section 5(a) hereof by amending (to the extent permitted by applicable law) any registration statement previously filed by the Company under the Securities Act, so that such amended registration statement will permit the disposition (in accordance with the intended methods of disposition specified as aforesaid) of all of the Registrable Securities for which a Demand Registration Request has been properly made under Section 5(b) hereof. If the Company so amends a previously filed registration statement, it will be deemed to have effected a registration for purposes of Section 5(a) hereof; *provided, however* that the Effective Date of the amended registration statement, as amended pursuant to this Section 5(c) shall be the “the first day of effectiveness” of such Registration Statement for purposes of determining the period during which the Registration Statement is required to be maintained effective in accordance with Section 5(e) hereof.

(d) Within ten (10) days after receiving a Demand Registration Request, the Company shall give written notice of such request to all other Holders of Registrable Securities and shall, subject to the provisions of Section 6(c) in the case of an Underwritten Offering, include in such registration all such Registrable Securities with respect to which the Company has received written requests for inclusion therein within fifteen (15) days after the Company’s giving of such notice, *provided* that such Registrable Securities are not already covered by an existing and effective Registration Statement that may be utilized for the offer and sale of the Registrable Securities requested to be registered in the manner so requested.

(e) The Company will use its reasonable efforts to keep a Registration Statement that has become effective as contemplated by this Section 5 continuously effective, and not subject to any stop order, injunction or other similar order or requirement of the Commission:

(A) in the case of a Registration Statement other than a Shelf Registration Statement, until all Registrable Securities registered thereunder have been sold pursuant to such Registration Statement, but in no event later than two hundred seventy (270) days from the Effective Date of such Registration Statement; and

(B) in the case of a Shelf Registration Statement, until the earlier of: (x) three (3) years following the Effective Date of such Shelf Registration Statement; and (y) the date that all Registrable Securities covered by such Shelf Registration Statement shall cease to be Registrable Securities;

provided, however, that in the event of any stop order, injunction or other similar order or requirement of the Commission relating to any Shelf Registration Statement, if any Registrable Securities covered by such Shelf Registration Statement remain unsold, the period during which such Shelf Registration Statement shall be required to remain effective will be extended by the number of days during which such stop order, injunction or similar order or requirement is in effect; *provided further, however*, that if any Shelf Registration Statement was initially declared effective on Form S-3 and, prior to the date determined pursuant to Section 5(e)(B), the Company becomes ineligible to use Form S-3, the period during which such Shelf Registration Statement shall be required to remain effective will be extended by the number of days during which the Company did not have an effective Registration Statement covering unsold Registrable Securities initially registered on such Shelf Registration Statement.

(f) The Holder or Holders making a Demand Registration Request may, at any time prior to the Effective Date of the Registration Statement relating to such registration, revoke their request for the Company to effect the registration of all or part of such Holder's or Holders' Registrable Securities by providing a written notice to the Company. If, pursuant to the preceding sentence, the entire Demand Registration Request is revoked, then, at the option of the Holder or Holders who revoke such request, either (i) such Holder or Holders shall reimburse the Company for all of its reasonable and documented out-of-pocket expenses incurred in the preparation, filing and processing of the Registration Statement, which out-of-pocket expenses, for the avoidance of doubt, shall not include overhead expenses and which requested registration shall not count as one of the permitted Demand Registration Requests hereunder or (ii) the requested registration that has been revoked will be deemed to have been effected for purposes of Section 5(a).

(g) If a Registration Statement filed pursuant to this Section 5 is a Shelf Registration Statement, then upon the demand of one or more Holders, the Company shall facilitate a “takedown” of Registrable Securities in the form of an Underwritten Offering, in the manner and subject to the conditions described in Section 6 of this Agreement, *provided* that (i) the number of shares included in such “takedown” shall equal at least twenty percent (20%) of all Registrable Securities at such time or (ii) the Registrable Securities requested to be sold by the Holders in such “takedown” shall have an anticipated aggregate offering price (before deducting underwriting discounts and commission) of at least \$25 million.

6. Procedures for Underwritten Offerings. The following procedures shall govern Underwritten Offerings pursuant to Section 2(h) or Section 5(g), whether in the case of an Underwritten Takedown or otherwise.

(a) (i) The Majority Holders shall select one or more investment banking firm(s) of national standing to be the managing underwriter or underwriters for any Underwritten Offering pursuant to a Demand Registration Request or an Underwritten Takedown with the consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed and (ii) the Company shall select one or more investment banking firms of national standing to be the managing underwriter or underwriters for any other Underwritten Offering with the consent of the Majority Holders, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) All Holders proposing to distribute their securities through an Underwritten Offering, as a condition for inclusion of their Registrable Securities therein, shall agree to enter into an underwriting agreement with the underwriters; *provided, however* that the underwriting agreement is in customary form and reasonably acceptable to the Majority Holders; and *provided, further, however* that no Holder of Registrable Securities included in any Underwritten Offering shall be required to make any representations or warranties to the Company or the underwriters (other than representations and warranties regarding (i) such Holder’s ownership of its Registrable Securities to be sold or transferred, (ii) such Holder’s power and authority to effect such transfer and (iii) such matters pertaining to compliance with securities laws as may be reasonably requested).

(c) If the managing underwriter or underwriters for an Underwritten Offering pursuant to a Demand Registration or an Underwritten Takedown advises the Holders that the total amount of Registrable Securities or other shares of Common Stock permitted to be registered is such as to materially adversely affect the success of such Underwritten Offering, the number of Registrable Securities or other shares of Common Stock to be registered on such Registration Statement will be reduced as follows: *first*, the Company shall reduce or eliminate the securities of the Company to be included by any Person other than a Holder or the Company; *second*, the Company shall reduce or eliminate any securities of the Company to be included by the Company; and *third*, the Company shall reduce the number of Registrable Securities to be included by Holders on a pro rata basis based on the total number of Registrable Securities requested by the Holders to be included in the Underwritten Offering.

(d) Within five (5) days after receiving a request for an Underwritten Offering constituting a “takedown” from a Shelf Registration Statement, the Company shall give written notice of such request to all other Holders, and subject to the provisions of Section 6(c) hereof, include in such Underwritten Offering all such Registrable Securities with respect to which the Company has received written requests for inclusion therein within five (5) days after the Company’s giving of such notice; *provided, however* that such Registrable Securities are covered by an existing and effective Shelf Registration Statement that may be utilized for the offering and sale of the Registrable Securities requested to be registered.

(e) The Company will not be required to undertake an Underwritten Offering pursuant to Section 2(h) or Section 5(g):

(A) If the Company has undertaken an Underwritten Offering, whether for its own account or pursuant to this Agreement, within the one hundred eighty (180) days preceding the date of the request for such Underwritten Offering is given to the Company; and

(B) if the number of Underwritten Offerings previously made pursuant to Section 2(h) or Section 5(g) in the immediately preceding twelve (12)-month period shall exceed three (3); provided that an Underwritten Offering shall not be considered made for purposes of this clause (B) unless the offering has resulted in the disposition by the Holders of at least 75% of the amount of Registrable Securities requested to be included.

7. Grace Periods.

(a) Notwithstanding anything to the contrary herein:

(A) the Company shall be entitled to postpone the filing or effectiveness of, or, at any time after a Registration Statement has been declared effective by the Commission suspend the use of, a Registration Statement (including the Prospectus included therein) if in the good faith judgment of the Board, such registration, offering or use would reasonably be expected to materially affect in an adverse manner or materially interfere with any bona fide material financing of the Company or any material transaction under consideration by the Company or would require the disclosure of information that has not been, and is not otherwise required to be, disclosed to the public and the premature disclosure of which would materially affect the Company in an adverse manner; *provided however*, that in the event such Registration Statement relates to a Demand Registration Request or an Underwritten Offering pursuant to Section 2(h) or Section 5(g), then the Holders initiating such Demand Registration Request or such Underwritten Offering shall be entitled to withdraw the Demand Registration Request or request for the Underwritten Offering and, if such request is withdrawn, it shall not count against the limits imposed pursuant to Section 5(a)(D) or Section 6(e)(B) and the Company shall pay all registration expenses in connection with such registration; and

(B) at any time after a Registration Statement has been declared effective by the Commission and there is no duty to disclose under applicable law, the Company may delay the disclosure of material non-public information concerning the Company if the disclosure of such information at the time would, in the good faith judgment of the Board, adversely affect the Company (the period of a postponement or suspension as described in clause (A) and/or a delay described in this clause (B), a “*Grace Period*”).

(b) The Company shall promptly (i) notify the Holders in writing of the existence of the event or material non-public information giving rise to a Grace Period (provided that the Company shall not disclose the content of such material non-public information to any Holder, without the express consent of such Holder) or the need to file a post-effective amendment, as applicable, and the date on which such Grace Period will begin, (ii) use reasonable best efforts to terminate a Grace Period as promptly as practicable and (iii) notify the Holders in writing of the date on which the Grace Period ends.

(c) The duration of any one Grace Period shall not exceed forty-five (45) days, and the aggregate of all Grace Periods in total during any three hundred sixty-five (365)-day period shall not exceed sixty (60) days. For purposes of determining the length of a Grace Period, the Grace Period shall be deemed to begin on and include the date the Holders receive the notice referred to in clause (i) of Section 7(b) and shall end on and include the later of the date the Holders receive the notice referred to in clause (iii) of Section 7(b) and the date referred to in such notice. In the event the Company declares a Grace Period, the period during which the Company is required to maintain the effectiveness of an Initial Shelf Registration Statement or a Registration Statement filed pursuant to a Demand Registration Request shall be extended by the number of days during which such Grace Period is in effect.

8. Piggyback Registration.

(a) If at any time, and from time to time, the Company proposes to:

(A) file a registration statement under the Securities Act with respect to an underwritten offering of Common Stock of the Company or any securities convertible or exercisable into Common Stock of the Company (other than with respect to a registration statement (i) on Form S-8 or any successor form thereto, (ii) on Form S-4 or any successor form thereto or (iii) another form not available for registering the Registrable Securities for sale to the public), whether or not for its own account; or

(B) conduct an underwritten offering constituting a “takedown” of a class of Common Stock or any securities convertible or exercisable into Common Stock registered under a shelf registration statement previously filed by the Company;

the Company shall give written notice (the “*Piggyback Notice*”) of such proposed filing or underwritten offering to the Holders at least ten (10) Business Days before the anticipated filing date (provided that in the case of a “bought deal,” “registered direct offering” or “overnight transaction” (a “*Bought Deal*”), such Piggyback Notice shall be given not less than two (2) Business Days prior to the expected date of commencement of marketing efforts). Such notice shall include the number and class of securities proposed to be registered or offered, the proposed date of filing of such registration statement or the conduct of such underwritten offering, any proposed means of distribution of such securities, any proposed managing underwriter of such securities and a good faith estimate by the Company of the proposed maximum offering price of such securities as such price is proposed to appear on the front cover page of such registration statement (or, in the case of an Underwritten Offering, would appear on the front cover page of a registration statement), and shall offer the Holders the opportunity to register such amount of Registrable Securities as each Holder may request on the same terms and conditions as the registration of the Company’s and/or the holders of other securities of the Company securities, as the case may be (a “*Piggyback Offering*”). Subject to Section 8(b), the Company will include in each Piggyback Offering all Registrable Securities for which the Company has received written requests for inclusion within five (5) Business Days after the date the Piggyback Notice is given (provided that in the case of a Bought Deal, such written requests for inclusion must be received within two (2) Business Days after the date the Piggyback Notice is given); *provided, however*, that in the case of the filing of a registration statement, such Registrable Securities are not otherwise registered pursuant to an existing and effective Shelf Registration Statement under this Agreement, but in such case, the Company shall include such Registrable Securities in such underwritten offering if the Shelf Registration Statement may be utilized for the offering and sale of the Registrable Securities requested to be offered; *provided further, however* that, in the case of an underwritten offering in the form of a “takedown” under a shelf registration statement, such Registrable Securities are covered by an existing and effective Shelf Registration Statement that may be utilized for the offering and sale of the Registrable Securities requested to be offered.

(b) The Company will cause the managing underwriter or underwriters of the proposed offering to permit the Holders that have requested Registrable Securities to be included in the Piggyback Offering to include all such Registrable Securities on the same terms and conditions as any similar securities, if any, of the Company. Notwithstanding the foregoing, if the managing underwriter or underwriters of such underwritten offering advises the Company and the selling Holders in writing that, in its view, the total amount of securities that the Company, such Holders and any other holders entitled to participate in such offering (“*Other Holders*”) propose to include in such offering is such as to materially adversely affect the success of such underwritten offering, then:

(A) if such Piggyback Offering is an underwritten primary offering by the Company for its own account, the Company will include in such Piggyback Offering: (i) *first*, all securities to be offered by the Company; (ii) *second*, up to the full amount of securities requested to be included in such Piggyback Offering by the Holders; and (iii) *third*, up to the full amount of securities requested to be included in such Piggyback Offering by all Other Holders;

(B) if such Piggyback Offering is an underwritten secondary offering for the account of Other Holders exercising “demand” rights (including pursuant to a Demand Registration Request), the Company will include in such registration: (i) *first*, all securities of the Other Holder exercising “demand” rights (including pursuant to a Demand Registration Request) requested to be included therein; (ii) *second*, up to the full amount of securities requested to be included in such Piggyback Offering by the Holders entitled to participate therein, allocated pro rata among such Holders on the basis of the amount of securities requested to be included therein by each such Holder; (iii) *third*, up to the full amount of securities proposed to be included in the registration by the Company; and (iv) *fourth*, up to the full amount of securities requested to be included in such Piggyback Offering by the Other Holders entitled to participate therein, allocated pro rata among such Other Holders on the basis of the amount of securities requested to be included therein by each such Other Holder;

such that, in each case, the total amount of securities to be included in such Piggyback Offering is the full amount that, in the view of such managing underwriter, can be sold without materially adversely affecting the success of such Piggyback Offering.

(c) If at any time after giving the Piggyback Notice and prior to the time sales of securities are confirmed pursuant to the Piggyback Offering, the Company determines for any reason not to register or delay the registration of the Piggyback Offering, the Company may, at its election, give notice of its determination to all Holders, and in the case of such a determination, will be relieved of its obligation to register any Registrable Securities in connection with the abandoned or delayed Piggyback Offering, without prejudice.

(d) Any Holder of Registrable Securities requesting to be included in a Piggyback Offering may withdraw its request for inclusion by giving written notice to the Company, at least three (3) Business Days prior to the anticipated Effective Date of the Registration Statement filed in connection with such Piggyback Offering, or in the case of a Piggyback Offering constituting a “takedown” off of a shelf registration statement, at least three (3) Business Days prior to the anticipated date of the filing by the Company under Rule 424 of a supplemental prospectus (which shall be the preliminary supplemental prospectus, if one is used in the “takedown”) with respect to such offering, of its intention to withdraw from that registration; *provided, however*, that (i) the Holder’s request be made in writing and (ii) the withdrawal will be irrevocable and, after making the withdrawal, a Holder will no longer have any right to include its Registrable Securities in that Piggyback Offering.

9. Registration Procedures. If and when the Company is required to effect any registration under the Securities Act as provided in Section 2(a), 5(a), 6 or 8 of this Agreement, the Company shall use its reasonable best efforts to:

(a) prepare and file with the Commission the requisite Registration Statement to effect such registration and thereafter use its reasonable best efforts to cause such Registration Statement to become and remain effective, subject to the limitations contained herein;

(b) prepare and file with the Commission such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by such Registration Statement until such time as all of such Registrable Securities have been disposed of in accordance with the method of disposition set forth in such Registration Statement, subject to the limitations contained herein;

(c) (i) before filing a Registration Statement or Prospectus or any amendments or supplements thereto, at the Company's expense, furnish to the Holders whose securities are covered by the Registration Statement copies of all such documents, other than documents that are incorporated by reference into such Registration Statement or Prospectus, proposed to be filed and such other documents reasonably requested by such Holders (which may be furnished by email), and afford Counsel to the Holders a reasonable opportunity to review and comment on such documents; and (ii) in connection with the preparation and filing of each such Registration Statement pursuant to this Agreement, (A) upon reasonable advance notice to the Company, give each of the foregoing such reasonable access to all financial and other records, corporate documents and properties of the Company as shall be necessary, in the reasonable opinion of Counsel to the Holders and such underwriters, to conduct a reasonable due diligence investigation for purposes of the Securities Act and Exchange Act, and (B) upon reasonable advance notice to the Company and during normal business hours, provide such reasonable opportunities to discuss the business of the Company with its officers, directors, employees and the independent public accountants who have certified its financial statements as shall be necessary, in the reasonable opinion of Counsel to the Holders and such underwriters, to conduct a reasonable due diligence investigation for purposes of the Securities Act and the Exchange Act;

(d) notify each selling Holder of Registrable Securities, promptly after the Company receives notice thereof, of the time when such Registration Statement has been declared effective or a supplement to any Prospectus forming a part of such Registration Statement has been filed;

(e) with respect to any offering of Registrable Securities, furnish to each selling Holder of Registrable Securities, and the managing underwriters for such Underwritten Offering, if any, without charge, such number of copies of the applicable Registration Statement, each amendment and supplement thereto, the Prospectus included in such Registration Statement (including each preliminary Prospectus, final Prospectus, and any other Prospectus, including any Prospectus filed under Rule 424, Rule 430A or Rule 430B promulgated under the Securities Act and any "issuer free writing prospectus" as such term is defined under Rule 433 promulgated under the Securities Act), all exhibits and other documents filed therewith and such other documents as such seller or such managing underwriters may reasonably request including in order to facilitate the disposition of the Registrable Securities owned by such seller, and upon request, a copy of any and all transmittal letters or other correspondence to or received from, the Commission or any other governmental authority relating to such offer;

(f) (i) register or qualify all Registrable Securities covered by such Registration Statement under such other securities or blue sky laws of such states or other jurisdictions of the United States of America as the Holders covered by such Registration Statement shall reasonably request in writing, (ii) keep such registration or qualification in effect for so long as such Registration Statement remains in effect and (iii) take any other action that may be necessary or reasonably advisable to enable such Holders to consummate the disposition in such jurisdictions of the securities to be sold by such Holders, except that the Company shall not for any such purpose be required to qualify generally to do business as a foreign

corporation in any jurisdiction wherein it would not but for the requirements of this subsection (f) be obligated to be so qualified, to subject itself to taxation in such jurisdiction or to consent to general service of process in any such jurisdiction;

(g) cause all Registrable Securities included in such Registration Statement to be registered with or approved by such other federal or state governmental agencies or authorities as necessary upon the opinion of counsel to the Company or Counsel to the Holders of Registrable Securities included in such Registration Statement to enable such Holder or Holders thereof to consummate the disposition of such Registrable Securities in accordance with their intended method of distribution thereof;

(h) with respect to any Underwritten Offering, obtain and, if obtained, furnish to each Holder that is named as an underwriter in such Underwritten Offering and each other underwriter thereof, a signed

(A) opinion of outside counsel for the Company (including a customary 10b-5 statement), dated the date of the closing under the underwriting agreement and addressed to the underwriters, reasonably satisfactory (based on the customary form and substance of opinions of issuers' counsel customarily given in such an offering) in form and substance to such underwriters, if any, and

(B) "comfort" letter, dated the date of the Underwriting Agreement and another dated the date of the closing under the underwriting agreement and addressed to the underwriters and signed by the independent public accountants who have certified the Company's financial statements included or incorporated by reference in such registration statement, reasonably satisfactory (based on the customary form and substance of "cold comfort" letters of issuers' independent public accountant customarily given in such an offering) in form and substance to such Holder and such underwriters, if any,

in each case, covering substantially the same matters with respect to such Registration Statement (and the Prospectus included therein) and, in the case of the accountants' comfort letter, with respect to events subsequent to the date of such financial statements, as are customarily covered in opinions of issuer's counsel and in accountants' comfort letters delivered to underwriters in such types of offerings of securities;

(i) notify each Holder of Registrable Securities included in such Registration Statement at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the happening of any event as a result of which, the Prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made and for which the Company chooses to suspend the use of the Registration Statement and Prospectus in accordance with the terms of this Agreement, and, at the written request of any such Holder, promptly prepare and furnish to it a reasonable number of copies of a supplement

to or an amendment of such Prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such Prospectus, as supplemented or amended, shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made;

(j) notify the Holders of Registrable Securities included in such Registration Statement promptly of any request by the Commission for the amending or supplementing of such Registration Statement or Prospectus or for additional information;

(k) advise the Holders of Registrable Securities included in such Registration Statement promptly after the Company receives notice or obtains knowledge of any order suspending the effectiveness of a registration statement relating to the Registrable Securities at the earliest practicable moment and promptly use its reasonable best efforts to obtain the withdrawal;

(l) otherwise comply with all applicable rules and regulations of the Commission and any other governmental agency or authority having jurisdiction over the offering of Registrable Securities, and make available to its stockholders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months, but not more than eighteen (18) months, beginning with the first (1st) full calendar month after the Effective Date of such Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated thereunder and which requirement will be deemed satisfied if the Company timely files complete and accurate information on Form 10-Q and 10-K and Current Reports on Form 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act;

(m) provide and cause to be maintained a transfer agent and registrar for the Registrable Securities included in a Registration Statement no later than the Effective Date thereof;

(n) enter into such agreements (including an underwriting agreement in customary form) and take such other actions as the Holders beneficially owning a majority of the Registrable Securities included in a Registration Statement or the underwriters, if any, shall reasonably request in order to expedite or facilitate the disposition of such Registrable Securities, including customary indemnification; and provide reasonable cooperation, including causing at least one (1) executive officer and a senior financial officer to attend and participate in “road shows” and other information meetings organized by the underwriters, if any, as reasonably requested; *provided, however*, that the Company shall have no obligation to participate in more than two (2) “road shows” in any twelve (12)-month period and such participation shall not unreasonably interfere with the business operations of the Company;

(o) if requested by the managing underwriter(s) or the Holders beneficially owning a majority of the Registrable Securities being sold in connection with an Underwritten Offering, promptly incorporate in a prospectus supplement or post-effective amendment such information relating to the plan of distribution for such shares of Registrable Securities provided to the Company in writing by the managing underwriters and the Holders of a majority of the Registrable Securities being sold and that is required to be included therein relating to the plan of distribution with respect to such Registrable Securities, including without limitation, information with respect to the number of Registrable Securities being sold to such underwriters, the purchase price being paid therefor by such underwriters and with respect to any other terms of the Underwritten Offering of the Registrable Securities to be sold in such offering, and make any required filings with respect to such information relating to the plan of distribution as soon as practicable after notified of the information;

(p) cooperate with the Holders of Registrable Securities included in a Registration Statement and the managing underwriter(s), if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends, and enable such Registrable Securities to be in such share amounts and registered in such names as the managing underwriters, or, if none, the Holders beneficially owning a majority of the Registrable Securities being offered for sale, may reasonably request at least three (3) Business Days prior to any sale of Registrable Securities to the underwriters;

(q) cause all Registrable Securities included in a Registration Statement to be listed on a national securities exchange on which similar securities issued by the Company are then listed, if at all; and

(r) otherwise use its reasonable best efforts to take all other steps necessary to effect the registration of such Registrable Securities contemplated hereby.

In addition, at least ten (10) Trading Days prior to the first anticipated filing date of a Registration Statement for any registration under this Agreement, the Company will notify each Holder of the information the Company requires from that Holder, including any update to or confirmation of the information contained in the Selling Stockholder Questionnaire, if any, which shall be completed and delivered to the Company promptly upon request and, in any event, within five (5) Trading Days prior to the applicable anticipated filing date. Each Holder further agrees that it shall not be entitled to be named as a selling securityholder in the Registration Statement or use the Prospectus for offers and resales of Registrable Securities at any time, unless such Holder has returned to the Company a completed and signed Selling Stockholder Questionnaire and a response to any requests for further information as described in the previous sentence and, if an Underwritten Offering, entered into an underwriting agreement with the underwriters in accordance with Section 6(b). If a Holder of Registrable Securities returns a Selling Stockholder Questionnaire or a request for further information, in either case, after its respective deadline, the Company shall be permitted to exclude such Holder from being a selling security holder in the Registration Statement or any pre-effective or post-effective amendment thereto. Each Holder acknowledges and agrees that the information in the Selling Stockholder Questionnaire or request for further information as described in this Section 9 will be used by the Company in the preparation of the Registration Statement and hereby consents to the inclusion of such information in the Registration Statement.

10. Registration Expenses. All fees and expenses incident to the Company's performance of or compliance with its obligations under this Agreement (excluding any underwriting discounts, fees or selling commissions or broker or similar commissions or fees, or transfer taxes of any Holder) shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses (A) with respect to filings required to be made with any Trading Market on which the Common Stock is then listed for trading, if any, (B) with respect to compliance with applicable state securities or Blue Sky laws (including, without limitation, fees and disbursements of counsel for the Company in connection with Blue Sky qualifications or exemptions of the Registrable Securities and determination of the eligibility of the Registrable Securities for investment under the laws of such jurisdictions as requested by the Holders) and (C) if not previously paid in connection with a filing by the Company, with respect to any filing that may be required to be made by any broker through which a Holder intends to make sales of Registrable Securities with the Financial Industry Regulatory Authority ("*FINRA*") pursuant to the *FINRA* Rule 5110, so long as the broker is receiving no more than a customary brokerage commission in connection with such sale, (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities and of printing prospectuses if the printing of prospectuses is reasonably requested by the Holders of a majority of the Registrable Securities included in the Registration Statement), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for the Company, (v) the reasonable fees and expenses incurred in connection with any road show for Underwritten Offerings, (vi) Securities Act liability insurance, if the Company so desires such insurance, and (vii) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement. In addition, the Company will pay the reasonable fees and disbursements of the Counsel to the Holders, including, for the avoidance of doubt, any expenses of Counsel to the Holders in connection with the filing or amendment of any Registration Statement, Prospectus or free writing prospectus hereunder or any Underwritten Offering.

11. Lockups.

(a) In connection with any Underwritten Takedown or underwritten registration pursuant to a Demand Registration Request or other underwritten public offering of equity securities by the Company, except with the written consent of the underwriters managing such offering, no Holder who participates in such offering or, together with its Affiliates and Related Funds, beneficially owns five percent (5%) or more of the outstanding shares of Common Stock at such time and a number of Registrable Securities that exceeds one percent (1%) of the Initial Registrable Securities Number shall effect any public sale or distribution (including sales pursuant to Rule 144) of equity securities of the Company, or any securities convertible into or exchangeable or exercisable for such securities, without prior written consent from the Company, during the seven (7) days prior to and the sixty (60)-day period beginning on the date of closing of such offering (the "Lockup Period"), except as part of such offering, *provided*, that such Lockup Period restrictions are applicable on substantially similar terms to the Company and all of its and its subsidiaries' executive officers and directors; *provided*, that nothing herein will prevent any Holder from making a distribution of Registrable Securities to any of its partners, members or stockholders thereof or a transfer of Registrable Securities to an Affiliate or Related Fund that is

otherwise in compliance with the applicable securities laws, so long as such distributees or transferees, as applicable, agree to be bound by the restrictions set forth in this Section 11(a). Each Holder agrees to execute a lock-up agreement in favor of the Company's underwriters to such effect and, in any event, that the Company's underwriters in any relevant offering shall be third party beneficiaries of this Section 11(a). The provisions of this Section 11(a) will no longer apply to a Holder once such Holder ceases to hold Registrable Securities.

(b) In connection with any Underwritten Offering, the Company shall not effect any public sale or distribution of equity securities of the Company, or any securities convertible into or exchangeable or exercisable for such securities, without prior written consent from the Majority Holders, during the Lockup Period, except as part of such offering, *provided*, that such Lockup Period restrictions are applicable on substantially similar terms to the Majority Holders. The Company agrees to execute a lock-up agreement in favor of the underwriters in any relevant offering to such effect and, in any event, that the underwriters in any relevant offering shall be third party beneficiaries of this Section 11(b). Notwithstanding the foregoing, the Company may effect a public sale or distribution of securities of the type described above and during the periods described above if such sale or distribution is made pursuant to registrations on Form S-4 or Form S-8 or as part of any registration of securities of offering and sale to employees, directors or consultants of the company and its subsidiaries pursuant to any employee stock plan or other employee benefit plan arrangement.

12. Indemnification.

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify, defend and hold harmless each Holder, the officers, directors, agents, partners, members, investment manager, managers, stockholders, Affiliates and employees of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, partners, members, investment manager, managers, stockholders, agents and employees of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable costs of preparation and investigation and reasonable attorneys' fees) and expenses (collectively, "*Losses*"), to which any of them may become subject, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus or (ii) any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, except to the extent, but only to the extent, that (A) such untrue statements, alleged untrue statements, omissions or alleged omissions are based upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was provided by such Holder

expressly for use in the Registration Statement, such Prospectus or such form of Prospectus or in any amendment or supplement thereto, or (B) in the case of an occurrence of an event of the type specified in Section 9(i), related to the use by a Holder of an outdated or defective Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated or defective and prior to the receipt by such Holder of the Advice contemplated and defined in Section 16(c) below, but only if and to the extent that following the receipt of the Advice the misstatement or omission giving rise to such Loss would have been corrected. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an Indemnified Party (as defined in Section 12(c)), shall survive the transfer of the Registrable Securities by the Holders, and shall be in addition to any liability which the Company may otherwise have.

(b) Indemnification by Holders. Each Holder shall, severally and not jointly, indemnify and hold harmless the Company, its respective directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, or any form of prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading (i) to the extent, but only to the extent, that such untrue statements or omissions are based upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein or (ii) to the extent, but only to the extent, that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was provided by such Holder expressly for use in a Registration Statement, such Prospectus or such form of Prospectus or in any amendment or supplement thereto or (iii) in the case of an occurrence of an event of the type specified in Section 9(i), to the extent, but only to the extent, related to the use by such Holder of an outdated or defective Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated or defective and prior to the receipt by such Holder of the Advice contemplated in Section 16(c), but only if and to the extent that following the receipt of the Advice the misstatement or omission giving rise to such Loss would have been corrected. In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an Indemnified Party (as defined in Section 12(c)), shall survive the transfer of the Registrable Securities by the Holders, and shall be in addition to any liability which the Holder may otherwise have.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an “*Indemnified Party*”), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the “*Indemnifying Party*”) in writing, and the Indemnifying Party shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all reasonable fees and expenses incurred in connection with defense thereof; *provided*, that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that such failure shall have materially and adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses; (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding; or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such Indemnified Party shall have been advised by counsel that in the reasonable judgment of such counsel a conflict of interest exists if the same counsel were to represent such Indemnified Party and the Indemnifying Party; *provided*, that the Indemnifying Party shall not be liable for the reasonable and documented fees and expenses of more than one separate firm of attorneys at any time for all Indemnified Parties. The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld, delayed or conditioned. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

Subject to the terms of this Agreement, all reasonable and documented fees and expenses of the Indemnified Party (including reasonable and documented fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section 12(c)) shall be paid to the Indemnified Party, as incurred, with reasonable promptness after receipt of written notice thereof to the Indemnifying Party; *provided*, that the Indemnified Party shall promptly reimburse the Indemnifying Party for that portion of such fees and expenses applicable to such actions for which such Indemnified Party is finally judicially determined to not be entitled to indemnification hereunder. The failure to deliver written notice to the Indemnifying Party within a reasonable time of the commencement of any such action shall not relieve such Indemnifying Party of any liability to the Indemnified Party under this Section 12, except to the extent that the Indemnifying Party is materially and adversely prejudiced in its ability to defend such action.

(d) Contribution. If a claim for indemnification under Section 12(a) or (b) is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless for any Losses, then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of

a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 12(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 12(d), no Holder shall be required to contribute, in the aggregate, any amount in excess of the amount by which the net proceeds actually received by such Holder from the sale of the Registrable Securities subject to the Proceeding exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

13. Section 4(a)(7), Rule 144 and Rule 144A; Other Exemptions. With a view to making available to the Holders of Registrable Securities the benefits of Rule 144 and Rule 144A promulgated under the Securities Act and other rules and regulations of the Commission that may at any time permit a Holder of Registrable Securities to sell securities of the Company without registration, until such time as when no Registrable Securities remain outstanding, the Company covenants that it will (i) if it is subject to the reporting requirement of 13 or 15(d) of the Exchange act, file in a timely manner all reports and other documents required, if any, to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted thereunder or (ii) if it is not subject to the reporting requirement of 13 or 15(d) of the Exchange Act, make available information necessary to comply with Section 4(a)(7) of the Securities Act and Rule 144 and Rule 144A, if available with respect to resales of the Registrable Securities under the Securities Act, at all times, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (x) Section 4(a)(7) of the Securities Act and Rule 144 and Rule 144A promulgated under the Securities Act (if available with respect to resales of the Registrable Securities), as such rules may be amended from time to time or (y) any other rules or regulations now existing or hereafter adopted by the Commission. Upon the reasonable request of any Holder of Registrable Securities, the Company will deliver to such Holder a written statement as to whether it has complied with such information requirements, and, if not, the specific reasons for non-compliance.

14. Transfer of Registration Rights. Any Holder may freely assign its rights hereunder on a pro rata basis in connection with any sale, transfer, assignment, or other conveyance (any of the foregoing, a "Transfer") of Registrable Securities to any transferee or assignee; *provided* that all of the following additional conditions are satisfied: (a) such Transfer is effected in accordance with applicable securities laws; (b) such transferee or assignee agrees in writing to become subject to the terms of this Agreement; and (c) the Company is given written notice by such Holder of such Transfer, stating the name and address of the transferee or assignee and identifying the Registrable Securities with respect to which such rights are being transferred or assigned and provide the amount of any other capital stock of the Company beneficially owned by such transferee or assignee; and *further provided*, that (i) any rights assigned hereunder shall apply only in respect of the Registrable Securities that are Transferred and not in respect of any other securities

that the transferee or assignee may hold and (ii) any Registrable Securities that are Transferred may cease to constitute Registrable Securities following such Transfer in accordance with the terms of this Agreement.

15. Further Assurances. Each of the parties hereto shall execute all such further instruments and documents and take all such further action as any other party hereto may reasonably require in order to effectuate the terms and purposes of this Agreement.

16. Miscellaneous.

(a) Remedies. Any Person having rights under any provision of this Agreement shall be entitled to enforce such rights specifically to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or other security) for specific performance and for other injunctive relief in order to enforce or prevent violation of the provisions of this Agreement.

(b) Compliance. Each Holder covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it (unless an exemption therefrom is available) in connection with sales of Registrable Securities pursuant to any Registration Statement and shall sell the Registrable Securities only in accordance with a method of distribution described in each Registration Statement.

(c) Discontinued Disposition. By its acquisition of Registrable Securities, each Holder agrees that, upon receipt of a notice from the Company of the occurrence of a Grace Period or any event of the kind described in Section 9(i), such Holder will forthwith discontinue disposition of such Registrable Securities under a Registration Statement until it is advised in writing (the “Advice”) by the Company that the use of the applicable Prospectus (as it may have been supplemented or amended) may be resumed. The Company may provide appropriate stop orders to enforce the provisions of this paragraph.

(d) Preservation of Rights. The Company shall not grant any registration rights to third parties which are more favorable than or inconsistent with the rights granted hereunder unless any such more favorable rights are concurrently added to the rights granted hereunder.

(e) No Inconsistent Agreements. The Company shall not hereafter enter into any agreement with respect to its securities which is inconsistent with or violates the rights granted to the Holders in this Agreement.

(f) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, or waived unless the same shall be in writing and signed by the Company and Holders holding at least a majority of the then outstanding Registrable Securities; *provided, however*, that any party may give a waiver as to itself; *provided further, however* that no amendment, modification, supplement, or waiver that disproportionately and adversely affects, alters, or changes the interests of any Holder shall be effective against such Holder without the prior written consent of such Holder; *provide further, however* that the definition of “Holders” in Section 1 and the provisions of Section 2(c) may not be amended, modified or supplemented, or waived unless in writing and signed by all the signatories to this Agreement; and *provided further* that the waiver of any provision with respect to any Registration Statement or offering may be given by Holders holding at least a majority of the then outstanding Registrable Securities entitled to participate in such offering or, if such offering shall have been commenced, having elected to participate in such offering. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of certain Holders and that does not directly or indirectly affect the rights of other Holders may be given by Holders of a majority of the Registrable Securities to which such waiver or consent relates; *provided, however*, that the provisions of this sentence may not be amended, modified, or supplemented except in accordance with the provisions of the immediately preceding sentence. No waiver of any terms or conditions of this Agreement shall operate as a waiver of any other breach of such terms and conditions or any other term or condition, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof. No written waiver hereunder, unless it by its own terms explicitly provides to the contrary, shall be construed to effect a continuing waiver of the provisions being waived and no such waiver in any instance shall constitute a waiver in any other instance or for any other purpose or impair the right of the party against whom such waiver is claimed in all other instances or for all other purposes to require full compliance with such provision. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of such provision and shall not affect the right of such party thereafter to enforce each provision of this Agreement in accordance with its terms.

(g) Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be sent by certified or regular mail, by private national courier service (return receipt requested, postage prepaid), by personal delivery, by electronic mail or by facsimile transmission. Such notice or communication shall be deemed given (i) if mailed, two days after the date of mailing, (ii) if sent by national courier service, one Business Day after being sent, (iii) if delivered personally, when so delivered, (iv) if sent by electronic mail, on the Business Day such electronic mail is transmitted, or (v) if sent by facsimile transmission, on the Business Day such facsimile is transmitted, in each case as follows:

(A) If to the Company:

Riviera Resources, Inc.
JPMorgan Chase Tower
600 Travis, Suite 5100
Houston, Texas 77002
Tel: (281) 840-4000
Attn: Holly Anderson
Email: handerson@rvresources.com

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
609 Main Street
Houston, Texas 77002
Tel: (713) 836-3600
Fax: (713) 836-3601
Attn: Julian J. Seiguer
E-mail: julian.seiguer@kirkland.com
Attn: Brooks Antweil
E-mail: brooks.antweil@kirkland.com

(B) If to the Holders (or to any of them), at their addresses as they appear in the records of the Company or the records of the transfer agent or registrar, if any, for the Common Stock.

If any time period for giving notice or taking action hereunder expires on a day which is a Saturday, Sunday or legal holiday in the State of New York or the jurisdiction in which the Company's principal office is located, the time period shall automatically be extended to the Business Day immediately following such Saturday, Sunday or legal holiday.

(h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns (including any trustee in bankruptcy). In addition, and whether or not any express assignment shall have been made, the provisions of this Agreement which are for the benefit of the Holders of Registrable Securities (or any portion thereof) as such shall be for the benefit of and enforceable by any subsequent holder of any Registrable Securities (or of such portion thereof); *provided*, that such subsequent holder of Registrable Securities shall be required to execute a joinder to this Agreement in form and substance reasonably satisfactory to the Company agreeing to be bound by its terms. No assignment or delegation of this Agreement by the Company, or any of the Company's rights, interests or obligations hereunder, shall be effective against any Holder without the prior written consent of such Holder.

(i) Execution and Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement.

(j) Delivery by Facsimile. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other electronic means, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to

all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic means as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

(k) Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) to the extent such rules or provisions would cause the application of the laws of any jurisdiction other than the State of New York. Each of the parties to this Agreement consents and agrees that any action to enforce this Agreement or any dispute, whether such dispute arises in law or equity, arising out of or relating to this Agreement shall be brought exclusively in the United States District Court for the Southern District of New York or any New York State Court sitting in New York City. The parties hereto consent and agree to submit to the exclusive jurisdiction of such courts. Each of the parties to this Agreement waives and agrees not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that (i) such party and such party's property is immune from any legal process issued by such courts or (ii) any litigation or other proceeding commenced in such courts is brought in an inconvenient forum. The parties hereby agree that mailing of process or other papers in connection with any such action or proceeding to an address provided in writing by the recipient of such mailing, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof and hereby waive any objections to service in the manner herein provided.

(l) Waiver of Jury Trial. Each of the parties to this Agreement hereby agrees to waive its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this Agreement, including contract claims, tort claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into this Agreement, that each has already relied on this waiver in entering into this Agreement, and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 16(l) AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

(m) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(n) Descriptive Headings; Interpretation; No Strict Construction. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns, and verbs shall include the plural and vice versa. Reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and, if applicable, hereof. The words “include,” “includes” or “including” in this Agreement shall be deemed to be followed by “without limitation.” The use of the words “or,” “either” or “any” shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. All references to laws, rules, regulations and forms in this Agreement shall be deemed to be references to such laws, rules, regulations and forms, as amended from time to time or, to the extent replaced, the comparable successor thereto in effect at the time. All references to agencies, self-regulatory organizations or governmental entities in this Agreement shall be deemed to be references to the comparable successors thereto from time to time.

(o) Entire Agreement. This Agreement and any certificates, documents, instruments and writings that are delivered pursuant hereto, constitutes the entire agreement and understanding of the parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(p) Termination. The obligations of the Company and of any Holder, other than those obligations contained in Section 12 and this Section 16, shall terminate with respect to the Company and such Holder as soon as such Holder no longer beneficially owns any Registrable Securities.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

RIVIERA RESOURCES, INC.

By: /s/ Holly M. Anderson
Name: Holly M. Anderson
Title: Executive Vice President and General Counsel

[Signature Page to Registration Rights Agreement]

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

HOLDER:

**Fir Tree Capital Opportunity Master Fund III,
L.P.**

By: /s/ Brian Meyer
Name: Brian Meyer
Title: Authorized Person

- ☒ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.
- ☐ By checking this box, the Holder signing above hereby requests the inclusion of its Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

[Signature Page to Registration Rights Agreement]

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

HOLDER:

Fir Tree Capital Opportunity Master Fund, L.P.

By: /s/ Brian Meyer
Name: Brian Meyer
Title: Authorized Person

- ☒ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.
- ☐ By checking this box, the Holder signing above hereby requests the inclusion of its Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

[Signature Page to Registration Rights Agreement]

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

HOLDER:

Fir Tree E&P Holdings VI, LLC

By: /s/ Brian Meyer
Name: Brian Meyer
Title: Authorized Person

- ☒ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.
- ☐ By checking this box, the Holder signing above hereby requests the inclusion of its Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

[Signature Page to Registration Rights Agreement]

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

HOLDER:

FT SOF IV Holdings, LLC

By: /s/ Brian Meyer
Name: Brian Meyer
Title: Authorized Person

- ☒ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.
- ☐ By checking this box, the Holder signing above hereby requests the inclusion of its Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

[Signature Page to Registration Rights Agreement]

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

HOLDER:

FT SOF V Holdings, LLC

By: /s/ Brian Meyer
Name: Brian Meyer
Title: Authorized Person

- ☒ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.
- ☐ By checking this box, the Holder signing above hereby requests the inclusion of its Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

[Signature Page to Registration Rights Agreement]

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

HOLDER:

York Capital Management, L.P.

By: /s/ John J. Fosina
Name: John J. Fosina
Title: Chief Financial Officer

- ☒ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.
- ☐ By checking this box, the Holder signing above hereby requests the inclusion of its Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

[Signature Page to Registration Rights Agreement]

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

HOLDER:

York Credit Opportunities Investments Master Fund, L.P.

By: /s/ John J. Fosina
Name: John J. Fosina
Title: Chief Financial Officer

- ☒ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.
- ☐ By checking this box, the Holder signing above hereby requests the inclusion of its Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

[Signature Page to Registration Rights Agreement]

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

HOLDER:

York Credit Opportunities Fund, L.P.

By: /s/ John J. Fosina
Name: John J. Fosina
Title: Chief Financial Officer

- ☒ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.
- ☐ By checking this box, the Holder signing above hereby requests the inclusion of its Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

[Signature Page to Registration Rights Agreement]

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

HOLDER:

York Multi-Strategy Master Fund, L.P.

By: /s/ John J. Fosina
Name: John J. Fosina
Title: Chief Financial Officer

- ☒ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.
- ☐ By checking this box, the Holder signing above hereby requests the inclusion of its Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

[Signature Page to Registration Rights Agreement]

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

HOLDER:

York Select Strategy Master Fund, L.P.

By: /s/ John J. Fosina
Name: John J. Fosina
Title: Chief Financial Officer

- ☒ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.
- ☐ By checking this box, the Holder signing above hereby requests the inclusion of its Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

[Signature Page to Registration Rights Agreement]

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

HOLDER:

Exuma Capital, L.P.

By: /s/ John J. Fosina
Name: John J. Fosina
Title: Chief Financial Officer

- ☒ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.
- ☐ By checking this box, the Holder signing above hereby requests the inclusion of its Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

[Signature Page to Registration Rights Agreement]

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

HOLDER:

Jorvik Multi-Strategy Master Fund, L.P.

By: /s/ John J. Fosina
Name: John J. Fosina
Title: Chief Financial Officer

- ☒ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.
- ☐ By checking this box, the Holder signing above hereby requests the inclusion of its Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

[Signature Page to Registration Rights Agreement]

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

HOLDER:

Spraberry Investments Inc.

By: /s/ Elliot Greenberg
Name: Elliot Greenberg
Title: Vice President

- ☒ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.
- ☐ By checking this box, the Holder signing above hereby requests the inclusion of its Registrable Securities in the Initial Shelf Registration Statement, constituting less than all of its Registrable Securities.

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HOLDER:

The Liverpool Limited Partnership

By: Liverpool Associates Ltd., as General Partner

By: /s/ Elliot Greenberg

Name: Elliot Greenberg

Title: Vice President

- ☒ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.
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HOLDER:

Elliott Associates, L.P.

By: Elliott Capital Advisors, L.P., as general partner

By: Braxton Associates, Inc., as general partner

By: /s/ Elliot Greenberg

Name: Elliot Greenberg

Title: Vice President

- ☒ By checking this box, the Holder signing above hereby requests the inclusion of all of its Registrable Securities in the Initial Shelf Registration Statement.
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LINN ENERGY COMPLETES SPIN-OFF OF RIVIERA RESOURCES

HOUSTON, August 7, 2018 – LINN Energy, Inc. (OTCQB: LNGG) (“LINN” or the “Company”) announced today that it has completed the previously announced spin-off of Riviera Resources, Inc. (“Riviera”) from LINN (the “Spin-Off”). Riviera is now an independent reporting company and is expected to begin trading on the OTC Market under the ticker symbol “RVRA” on August 8, 2018.

Under the terms of the Spin-Off, LINN stockholders who held LINN common stock on August 3, 2018 (the “record date”) received a distribution of one share of Riviera common stock for each share of LINN common stock held on the record date. As a result, LINN stockholders now own one share each of:

- LINN (OTC: LNGG), which owns a 50% equity interest in Roan Resources LLC, which is focused on the accelerated development of the Merge/SCOOP/STACK play in Oklahoma; and
- Riviera (OTC: RVRA), an independent oil and gas company with a strategic focus on efficiently operating its mature low-decline assets, developing its growth-oriented assets, and returning capital to shareholders. Riviera’s assets consist of:
 - o LINN’s legacy properties located in the Hugoton Basin, East Texas, North Louisiana, Michigan/Illinois, the Uinta Basin and Mid-Continent regions; and
 - o Blue Mountain Midstream LLC, a midstream company centered in the core of the Merge play in the Anadarko Basin.

As previously announced, Riviera will host a conference call Thursday, August 23, 2018 at 10 a.m. (Central) to discuss additional strategic and financial information related to Riviera and its wholly owned subsidiary, Blue Mountain Midstream LLC.

In connection with the Spin-Off, David B. Rottino, President and Chief Executive Officer of Riviera and former Chief Financial Officer of LINN, became President and Chief Executive Officer of LINN. As previously announced, Mark E. Ellis, the former President and Chief Executive Officer of LINN, retired in connection with the Spin-Off.

“On behalf of the Board, we would like to again thank Mark and all LINN employees who will be moving on post Spin-Off for their many years of dedicated service to the Company. In particular, their tireless work and leadership over the past eighteen months was instrumental in maximizing value for LINN shareholders and allowing for this Spin-Off transaction. The Board is also extremely excited about the future of Riviera Resources, Blue Mountain Midstream, and Roan Resources under their new leadership teams. We believe the Spin-Off is a critical step to begin to unlock the sum of parts value of these three businesses,” said Evan Lederman, Chairman of the Board.

Taxable Distribution and Potential Tax Withholding

As previously disclosed, the Spin-Off was a taxable distribution. The material U.S. federal income tax consequences of the distribution are described in detail in Riviera’s Registration Statement on Form S-1 (File No. 333-225927) under “Material U.S. Federal Income Tax Consequences of the Spin-Off.” Information regarding tax matters in this press release is for general information purposes only and does not constitute tax advice. **STOCKHOLDERS ARE ENCOURAGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE PARTICULAR TAX CONSEQUENCES OF THE SPIN-OFF TO THEM.**

In connection with the distribution, LINN utilized a procedure to prepare a reasonable estimate of its LINN's earnings and profits (and, therefore, the amount of the distribution that should be treated as a dividend). This estimate, which was provided to withholding agents, was \$89,342,732. As previously disclosed, LINN expects that it will publish IRS Form 8937 within 45 days of the distribution. The Form 8937 will include additional information regarding the distribution, including an updated estimate of the amount of LINN's earnings and profits and LINN's determination of the value of the distributed Riviera common stock. In the event earnings and profits are ultimately determined to be lower than the amount provided to withholding agents, holders should be able to file refunds with respect to any over-withholding.

ABOUT LINN ENERGY

LINN Energy, Inc., headquartered in Houston, Texas, is currently focused on the development of the Merge/SCOOP/STACK in Oklahoma through its equity interest in Roan Resources, LLC.

ABOUT RIVIERA RESOURCES

Riviera Resources, Inc. is an independent oil and natural gas company with a strategic focus on efficiently operating its mature low-decline assets, developing its growth-oriented assets, and returning capital to its stockholders. Riviera's properties are located in the Hugoton Basin, East Texas, North Louisiana, Michigan/Illinois, the Uinta Basin and Mid-Continent regions. Riviera also owns Blue Mountain Midstream LLC, a midstream company centered in the core of the Merge play in the Anadarko Basin.

Forward-Looking Statements

Statements made in this press release that are not historical facts are "forward-looking statements." These statements are based on certain assumptions and expectations made by LINN and Riviera, which reflect LINN's or Riviera's management's experience, estimates and perception of historical trends, current conditions and anticipated future developments. Such statements are subject to a number of assumptions, risks and uncertainties, many of which are beyond the control of LINN and Riviera, which may cause actual results to differ materially from those implied or anticipated in the forward-looking statements. These include risks relating to uncertainties related to LINN's and Riviera's ability to realize the anticipated benefits of the Spin-Off, the potential negative effects of the Spin-Off, the availability of sufficient cash flow to execute our business plan, continued low or further declining commodity prices and demand for oil, natural gas and natural gas liquids, ability to hedge future production, ability to replace reserves and efficiently develop current reserves, the capacity and utilization of midstream facilities and the regulatory environment. These and other important factors could cause actual results to differ materially from those anticipated or implied in the forward-looking statements. Please read "Risk Factors" in LINN's Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and other public filings as well as the risk factors in Riviera's Registration Statement on Form S-1. We undertake no obligation to publicly update any forward-looking statements, whether as a result of new information or future events.

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