
**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): July 26, 2018 (July 25, 2018)

LINN ENERGY, INC.

(Exact name of registrant specified in its charter)

Delaware
(State or Other Jurisdiction
Of Incorporation)

000-51719
(Commission
File Number)

83-1207960
(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)

Linn Energy, Inc.
(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.

EXPLANATORY NOTE

On July 25, 2018, the registrant completed a corporate reorganization (the “Reorganization”) as described in Item 1.01 of this Current Report on Form 8-K. The Reorganization was effected by a merger conducted pursuant to Section 251(g) of the Delaware General Corporation Law (the “DGCL”), which provides for the formation of a holding company without a vote of the stockholders of the constituent corporations.

For purposes of Rule 15d-5 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), New LINN (as defined below) is the successor registrant to Old LINN (as defined below). New LINN is thereby deemed subject to the periodic reporting requirements of the Exchange Act, and the rules and regulations promulgated thereunder, and in accordance therewith will file reports and other information with the Securities and Exchange Commission (the “Commission”). The first periodic report to be filed by New LINN with the Commission will be its Quarterly Report on Form 10-Q for the quarter ended June 30, 2018.

Item 1.01 Entry Into a Material Definitive Agreement.

On July 25, 2018, in accordance with Section 251(g) of the DGCL, Linn Energy, Inc. (“Old LINN”), merged with and into Linn Merger Sub #1, LLC (“Merger Sub”), a newly formed Delaware limited liability company and wholly owned subsidiary of New LINN Inc., a newly formed Delaware corporation (“New LINN”), with Merger Sub surviving such merger (the “Merger”). The Merger was completed pursuant to the terms of an Agreement and Plan of Merger by and among Old LINN, New LINN and Merger Sub, dated July 25, 2018 (the “Merger Agreement”).

Pursuant to the Merger Agreement and in connection with the Reorganization, at the effective time of the Merger, all outstanding shares of common stock of Old LINN were automatically converted into identical shares of common stock of New LINN on a one-for-one basis, and Old LINN’s existing stockholders became stockholders of New LINN in the same amounts and percentages as they were in Old LINN immediately prior to the Reorganization.

The foregoing description of the Merger Agreement set forth in this Item 1.01 is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which is attached as Exhibit 2.1 hereto and incorporated by reference herein.

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

In connection with the Reorganization, each member of the board of directors of Old LINN (the “Old LINN Board”) was appointed to the board of directors of New LINN (the “New LINN Board”), which became the board of directors of the registrant effective July 25, 2018. The New LINN Board initially consists of six members of one class with terms expiring at the next annual meeting of New LINN’s stockholders.

In addition, Mark E. Ellis, Old LINN’s President and Chief Executive Officer, was appointed President and Chief Executive Officer of New LINN; David B. Rottino, Old LINN’s Senior Vice President and Chief Financial Officer, was appointed Senior Vice President and Chief Financial Officer of New LINN; and Candice J. Wells, Old LINN’s Senior Vice President, General Counsel and Corporate Secretary, was appointed Senior Vice President, General Counsel and Corporate Secretary of New LINN. No new compensatory arrangements were entered into in connection with the Reorganization.

Evan Lederman served on the Old LINN Board since February 2017 and served as Chairman of the Old LINN Board since March 2017. Mr. Lederman will serve on New LINN’s Audit and Compensation Committees. Mr. Lederman is a Managing Director, Co-Head of Restructuring and a Partner on the Investment Team at Fir Tree Partners. Mr. Lederman focuses on the funds’ distressed credit and special situation investment strategies, including co-managing its energy restructuring initiatives. Prior to joining Fir Tree Partners in 2011, Mr. Lederman worked in the Business Finance and Restructuring groups at Weil, Gotshal & Manges LLP and Cravath, Swaine & Moore LLP. In addition to New LINN, Mr. Lederman, in his capacity as a Fir Tree Partners employee, is currently a member of the boards of Riviera Resources, LLC (Chairman), Ultra Petroleum Corp. (Chairman), Amplify Energy Corp., New Emerald Energy LLC, Roan Resources LLC and Deer Finance, LLC. Mr. Lederman received a J.D. degree with honors from New York University School of Law and a B.A., magna cum laude, from New York University. The New LINN Board believes Mr. Lederman’s extensive investment and restructuring experience in the energy industry, as well as his considerable experience as a member of the boards of directors of exploration and production companies, brings valuable strategic and analytical skills to the New LINN Board.

Matthew Bonanno served on the Old LINN Board since February 2017. He will serve as Chairman of the New LINN Audit Committee and on the New LINN Compensation Committee. Mr. Bonanno joined York Capital Management (“York”) in July 2010 and is a Partner of the Firm and the Co-Head of North America Credit. Mr. Bonanno joined York from the Blackstone Group where he worked as an associate focusing on restructuring, recapitalization and reorganization transactions. Prior to joining the Blackstone Group, Mr. Bonanno worked on financing and strategic transactions at News Corporation and as an Investment Banker at JP Morgan and Goldman Sachs. In addition to New LINN, Mr. Bonanno, in his capacity as a York employee, is currently a member of the boards of Riviera Resources, LLC, Rever Offshore AS, all entities incorporated pursuant to York’s partnership with Costamare Inc., Augustea Bunge Maritime, Next Decade LLC, Vantage Drilling Co. and Roan Resources LLC. Mr. Bonanno received a B.A. in History from Georgetown University and an M.B.A in Finance from The Wharton School of the University of Pennsylvania. The New LINN Board believes Mr. Bonanno’s extensive investment and restructuring experience in the energy industry brings valuable strategic and analytical skills to the New LINN Board.

Philip Brown served on the Old LINN Board since February 2017 and will serve on the New LINN Audit and Compensation Committees. Mr. Brown joined P. Schoenfeld Asset Management (“PSAM”) in 2009 and is a Partner of such firm, where he focuses on credit-oriented investments across various industries. Prior to joining PSAM, Mr. Brown held positions at Sun Capital Partners, Inc., an operationally-focused private equity firm, and Buckeye Capital Partners, an event-driven hedge fund. He began his career as an investment banking analyst at Wasserstein Perella & Co. In addition to New LINN, Mr. Brown, in his capacity as a PSAM employee, is currently a member of the board of Riviera Resources, LLC. The New LINN Board believes Mr. Brown’s considerable experience in the credit investment, private equity and hedge fund industries brings substantial investment management skills to the New LINN Board.

Andrew Taylor served on the Old LINN Board since February 2017 and will serve as Chairman of the New LINN Compensation Committee and on the New LINN Audit Committee. Mr. Taylor is a member of the investment team of Elliott Management Corporation (“Elliott”), a New York-based trading firm, where he is responsible for various corporate investments. Prior to joining Elliott in 2015, Mr. Taylor held similar positions in BlackRock’s Distressed Products Group, R3 Capital Partners and the Global Principal Strategies team at Lehman Brothers. In addition to New LINN, Mr. Taylor, in his capacity as an Elliott employee, is currently a member of the boards of Riviera Resources, LLC, Roan Resources LLC and Birch Permian Holdings Inc. The New LINN Board believes Mr. Taylor’s considerable experience in the investment advisory industry brings substantial investment management skills to the New LINN Board.

Mark E. Ellis served as Old LINN’s President and Chief Executive Officer and as a member of the Old LINN Board since February 2017. He previously served Linn Energy, LLC, Old LINN’s predecessor, as Chairman, President and Chief Executive Officer from December 2011 to February 2017, as President, Chief Executive Officer and Director from January 2010 to December 2011 and as President and Chief Operating Officer from December 2007 to January 2010. Mr. Ellis serves on the boards of PDC Energy, Inc., the Independent Petroleum Association of America, American Exploration & Production Council and the Houston Museum of Natural Science. Mr. Ellis is a member of the Society of Petroleum Engineers. The New LINN Board believes Mr. Ellis’ extensive executive and board experience with Old LINN and its predecessor brings valuable strategic, managerial and analytical skills to the New LINN Board.

David B. Rottino served as Old LINN’s Executive Vice President and Chief Financial Officer and as a member of the Old LINN Board since February 2017. He currently serves as President and Chief Executive Officer of Riviera Resources, LLC. He previously served Linn Energy, LLC, Old LINN’s predecessor, as Executive Vice President and Chief Financial Officer from August 2015 to February 2017, as Executive Vice President, Business Development and Chief Accounting Officer from January 2014 to August 2015, as Senior Vice President of Finance, Business Development and Chief Accounting Officer from July 2010 to January 2014, and as Senior Vice President and Chief Accounting Officer from June 2008 to July 2010. The New LINN Board believes Mr. Rottino’s extensive executive and board experience with Old LINN and its predecessor brings valuable strategic, managerial and analytical skills to the New LINN Board.

Candice J. Wells served as Old LINN's Senior Vice President, General Counsel and Corporate Secretary since February 2017. She previously served Linn Energy, LLC, Old LINN's predecessor, as Senior Vice President, General Counsel and Corporate Secretary from January 2016 to February 2017, as Vice President, General Counsel and Corporate Secretary from October 2013 to January 2016, as Vice President, acting General Counsel and Corporate Secretary from March 2013 to October 2013, and as Vice President, Assistant General Counsel and Corporate Secretary from September 2011 to March 2013.

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

In connection with the Reorganization and pursuant to the terms of the Merger Agreement, New LINN's certificate of incorporation (the "New LINN Charter") and bylaws (the "New LINN Bylaws") became the certificate of incorporation and bylaws of the registrant effective July 25, 2018. The New LINN Charter and New LINN Bylaws are, in all material respects, identical to the certificate of incorporation and bylaws of Old LINN, with the possible exception of certain amendments that are permissible under Section 251(g) of the DGCL.

In addition, on July 25, 2018, New Linn filed with the Secretary of State of the State of Delaware a Certificate of Amendment to the New LINN Charter (the "Charter Amendment"), pursuant to which New LINN changed its name to "Linn Energy, Inc."

The foregoing descriptions of the New LINN Charter, New LINN Bylaws and Charter Amendment set forth in this Item 5.03 are qualified in their entirety by reference to the full text of the New LINN Charter, New LINN Bylaws and Charter Amendment, copies of which are attached as Exhibits 3.1, 3.2 and 3.3 hereto, respectively, and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit Number</u>	<u>Description</u>
Exhibit 2.1	Agreement and Plan of Merger, dated July 25, 2018, by and among Linn Energy, Inc., New LINN Inc. and Linn Merger Sub #1, LLC.
Exhibit 3.1	Certificate of Incorporation of New LINN Inc.
Exhibit 3.2	Bylaws of New LINN Inc.
Exhibit 3.3	Certificate of Amendment to Certificate of Incorporation of New LINN Inc.

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: July 26, 2018

LINN ENERGY, INC.

By: /s/ Candice J. Wells

Name: Candice J. Wells

Title: Senior Vice President, General Counsel and
Corporate Secretary

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is entered into as of July 25, 2018, by and among Linn Energy, Inc., a Delaware corporation ("Linn"), New LINN Inc., a Delaware corporation and wholly owned subsidiary of Linn ("New Linn"), and Linn Merger Sub #1, LLC, a Delaware limited liability company and wholly owned subsidiary of New Linn ("Merger Sub"). Linn, New Linn and Merger Sub are sometimes collectively referred to in this Agreement as the "Constituent Companies."

RECITALS

WHEREAS, New Linn was formed as a corporation pursuant to a Certificate of Incorporation filed with the Secretary of State of the State of Delaware (the "Delaware Secretary of State") on July 11, 2018;

WHEREAS, Merger Sub was formed as a limited liability company pursuant to a Certificate of Formation filed with the Delaware Secretary of State on July 11, 2018;

WHEREAS, as of the date hereof and immediately prior to the Effective Time, Linn's authorized capital stock consists of 300,000,000 shares, consisting of: (i) 270,000,000 shares of Class A common stock, par value \$0.001 per share ("Linn Common Stock"), and (ii) 30,000,000 shares of preferred stock, par value \$0.001 ("Linn Preferred Stock");

WHEREAS, Linn desires to create a new holding company structure by merging Linn with and into Merger Sub with (i) Merger Sub continuing as the surviving entity of such merger as a wholly owned subsidiary of New Linn; (ii) each outstanding share (or any fraction thereof) of Linn Common Stock being converted in such merger into a share (or any fraction thereof) of Class A common stock of New Linn, par value \$0.001 per share ("New Linn Common Stock"); (iii) each outstanding share (or any fraction thereof) of Linn Preferred Stock being converted in such merger into a share (or any fraction thereof) of preferred stock of New Linn, par value \$0.001 ("New Linn Preferred Stock"); and (iv) each share of Linn Common Stock and Linn Preferred Stock held in Linn's treasury immediately prior to such merger being converted in such merger into a treasury share (or any fraction thereof) of New Linn Common Stock and New Linn Preferred Stock, respectively, in each case in accordance with the terms of this Agreement (the "Merger");

WHEREAS, the respective boards of directors of Linn and New Linn, the sole stockholder of New Linn and the sole member of Merger Sub have approved the Merger and this Agreement;

WHEREAS, the Merger will be implemented pursuant to Section 251(g) of the General Corporation Law of the State of Delaware (the "DGCL") and therefor will not require approval of the stockholders of Linn;

WHEREAS, the designations, rights, powers and preferences, and qualifications, limitations and restrictions of New Linn Common Stock and New Linn Preferred Stock are identical to those of Linn Common Stock and Linn Preferred Stock, respectively;

WHEREAS, the Certificate of Incorporation of New Linn and the Bylaws of New Linn, each as in effect immediately after the Effective Time, will contain provisions identical to the Amended and Restated Certificate of Incorporation of Linn and the Bylaws of Linn, each as in effect immediately prior to the Effective Time (other than as required or permitted by Section 251(g) of the DGCL); and

WHEREAS, New Linn is a newly formed corporation and Merger Sub is a newly formed limited liability company, in each case organized for the sole purpose of participating in the transactions contemplated herein and have nominal assets and liabilities, if any.

AGREEMENT

In consideration of the foregoing recitals and of the covenants and agreements hereinafter set forth and for the purpose of prescribing the terms and conditions of the Merger, the parties hereto agree as follows:

Section 1. Consummation of the Merger. Linn shall be merged with and into Merger Sub, with Merger Sub surviving, pursuant to Section 18-209 and the other relevant provisions of the Limited Liability Company Act of the State of Delaware (the "DLLCA"), Section 251(g) and the other relevant provisions of the DGCL and in accordance with the terms and conditions of this Agreement. The Merger shall become effective on the time and date that a certificate of merger with respect to the Merger in the form of Exhibit A (the "Certificate of Merger") is duly filed with the Delaware Secretary of State (the "Effective Time"). As soon as is practicable after the date hereof, the parties hereto (a) will cause to be filed with the Delaware Secretary of State such certificate of merger or other appropriate documents executed in accordance with the relevant provisions of the DLLCA and the DGCL and (b) will make all other filings, recordings or publications required by the DLLCA and the DGCL in connection with the Merger.

Section 2. Effect of the Merger. At the Effective Time, the separate existence of Linn shall cease, and Linn shall be merged in accordance with the provisions of this Agreement with and into Merger Sub, which shall possess all the properties and assets, and all the rights, privileges, powers, immunities and franchises, of whatever nature and description, and shall be subject to all restrictions, duties and liabilities of each of Linn and Merger Sub; and all such things shall be taken and deemed to be transferred to and vested in Merger Sub without further act or deed; and the title to any real estate, or any interest therein, vested by deed or otherwise in either of Linn or Merger Sub, shall be vested in Merger Sub without reversion or impairment. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Linn or Merger Sub, may be prosecuted to judgment or decree as if the Merger had not taken place, and Merger Sub may be substituted in any such action or proceeding.

Section 3. Certificate of Formation of Merger Sub. The Certificate of Formation of Merger Sub as in effect immediately prior to the Effective Time shall continue in full force and effect after the Effective Time as the Certificate of Formation of Merger Sub, until thereafter amended as provided therein and in accordance with the DLLCA.

Section 4. Limited Liability Company Agreement of Merger Sub. The Limited Liability Company Agreement of Merger Sub as in effect immediately prior to the Effective Time shall continue in full force and effect after the Effective Time as the Limited Liability Company Agreement of Merger Sub, until thereafter amended as provided therein and in accordance with the DLLCA.

Section 5. Treatment of Linn Equity. At the Effective Time, by virtue of the Merger and without any action on the part of any Constituent Company or any other person or entity:

(i) **Conversion of Linn Common Stock.** Each share of Linn Common Stock (or fraction of a share of Linn Common Stock) issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share (or equal fraction of a share) of New Linn Common Stock. Linn's repurchase or forfeiture right with respect to any unvested shares of Linn Common Stock shall be assigned to New Linn by virtue of the Merger and without any further action on the part of Linn or the holder of such unvested shares.

(ii) **Conversion of Linn Preferred Stock.** Each share of Linn Preferred Stock (or fraction of a share of Linn Preferred Stock) issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share (or equal fraction of a share) of New Linn Preferred Stock.

(iii) **Cancellation of Capital Stock of New Linn.** Each share of New Linn Common Stock owned by Linn immediately prior to the Merger shall automatically be canceled and retired and shall cease to exist.

(iv) **Rights of Certificate Holders.** From and after the Effective Time, holders of certificates formerly evidencing Linn Common Stock or Linn Preferred Stock, respectively, shall cease to have any rights as stockholders of Linn, except as provided by law; except, however, that such holders shall have the rights set forth in Section 6(ii) of this Agreement.

Section 6. Uncertificated and Certificated Shares.

(i) With respect to any shares of Linn Common Stock or Linn Preferred Stock that are issued in book entry form, no further action on the part of each such holder of Linn Common Stock or Linn Preferred Stock shall be required, and, at the Effective Time, New Linn, or such other agents as may be appointed by New Linn, shall promptly issue such number of shares of New Linn Common Stock or New Linn Preferred Stock, respectively, as each such holder is entitled pursuant to Section 5 and update the books and records of New Linn or its transfer agents.

(ii) At the Effective Time, the designations, rights, powers and preferences, and qualifications, limitations and restrictions thereof, of the capital stock of New Linn will, in each case, be identical with those of the capital stock of Linn immediately prior to the Effective Time. Accordingly, until thereafter surrendered for transfer or exchange in the ordinary course, each outstanding certificate that, immediately prior to the Effective Time, evidenced Linn Common Stock or Linn Preferred Stock shall, from the Effective Time, be deemed and treated for all corporate purposes to evidence the ownership of the same number of shares of New Linn Common Stock or New Linn Preferred Stock into which such shares of Linn Common Stock or Linn Preferred Stock were converted pursuant to Section 5 of this Agreement.

Section 7. Assumption of Equity Incentive Plan, RSUs and Restricted Shares. Upon and as of the Effective Time, to the fullest extent permitted by applicable law, New Linn shall assume all of Linn's obligations, and Linn shall have no further obligations, with respect to any then-outstanding (a) restricted stock unit (each, a "Linn RSU") representing the right to acquire shares of Linn Common Stock and (b) restricted share of Linn Common Stock (each, a "Linn Restricted Share"), in each case, issued under Linn's 2017 Omnibus Incentive Plan (the "Linn Incentive Plan"), and upon vesting and settlement of any such Linn RSU, or vesting of any such Linn Restricted Share, as applicable, the holder thereof shall be entitled to receive, upon the same terms and conditions that were applicable under the corresponding Linn RSU or Linn Restricted Share, as applicable, a number of unrestricted shares of New Linn Common Stock identical to the class and number of shares of Linn Common Stock that were subject to such corresponding Linn RSU (each, a "New Linn RSU") or Linn Restricted Share (each, a "New Linn Restricted Share"). New Linn and Linn agree to take all corporate and other action as shall be necessary to effectuate the foregoing, and without limitation, New Linn shall take all corporate and other action necessary to reserve and make available for issuance shares of New Linn Common Stock upon the vesting and settlement of the New Linn RSUs or vesting of the New Linn Restricted Shares, as applicable. Upon and as of the Effective Time, New Linn shall adopt and assume the Linn Incentive Plan. Immediately prior to the Effective Time, Linn, in its capacity as sole stockholder of New Linn, shall approve New Linn's adoption and assumption of the Linn Incentive Plan.

Section 8. Implementation. Each of the Constituent Companies acknowledges and agrees that the Merger is intended to constitute a "reorganization" of Linn within the meaning of Section 368(a)(1)(F) of the United States Internal Revenue Code of 1986, as amended (the "Code"), that this Agreement shall constitute the "plan of reorganization" within the meaning of Sections 354 and 361 of the Code, and each of the Constituent Companies shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the State of Delaware and the Code to consummate and make effective the Merger.

Section 9. Miscellaneous.

(i) Amendments; No Waivers. Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by all of the Constituent Companies. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(ii) Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, among the Constituent Companies, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding among the Constituent Companies with respect to the subject matter hereof.

(iii) Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Constituent Companies and their respective successors and assigns, provided that no Constituent Company may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other Constituent Companies.

(iv) Governing Law. This Agreement and the rights of the Constituent Companies shall be governed by, and interpreted and construed in accordance with, the laws of the State of Delaware, without giving effect to any conflicts of law principles or other rules that would result in the application of the laws of a different jurisdiction.

(v) Counterparts. This Agreement may be signed in any number of counterparts, including by facsimile or other electronic transmission, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date set forth above.

LINN ENERGY, INC.

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

NEW LINN INC.

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

LINN MERGER SUB #1, LLC

By: NEW LINN INC., its sole member
By: /s/ Candice J. Wells
Name: Candice J. Wells
Title: Senior Vice President, General Counsel and Corporate Secretary

[Signature Page to F-Reorganization Agreement and Plan of Merger]

EXHIBIT A

CERTIFICATE OF MERGER

[See attached.]

Exhibit A to F-Reorganization Agreement and Plan of Merger

**CERTIFICATE OF MERGER
OF
LINN ENERGY, INC.
(a Delaware corporation)
with and into
LINN MERGER SUB #1, LLC
(a Delaware limited liability company)**

*Pursuant to Title 8, Sections 251(g) and 264 of the General Corporation Law of the State of Delaware and
Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act*

Linn Merger Sub #1, LLC, a Delaware limited liability company, does hereby certify:

FIRST: The names and states of each constituent entity to this merger are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Linn Energy, Inc.	Delaware
Linn Merger Sub #1, LLC	Delaware

SECOND: An Agreement and Plan of Merger, dated as of July 25, 2018, by and among Linn Energy, Inc., a Delaware corporation (the "Disappearing Corporation"), New LINN Inc., a Delaware corporation and wholly owned subsidiary of the Disappearing Corporation ("Parent"), and Linn Merger Sub #1, LLC, a Delaware limited liability company and wholly owned subsidiary of Parent (the "Surviving Company"), has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Section 251(g) and Section 264 of the General Corporation Law of the State of Delaware and in accordance with Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

THIRD: The Certificate of Formation of Linn Merger Sub #1, LLC as in effect immediately prior to the merger shall be the Certificate of Formation of the Surviving Company.

FOURTH: The Limited Liability Company Agreement of Linn Merger Sub #1, LLC as in effect immediately prior to the merger shall be the Limited Liability Company Agreement of the Surviving Company.

FIFTH: The name of the Surviving Company is Linn Merger Sub #1, LLC.

SIXTH: The merger shall become effective upon filing with the Secretary of State of the State of Delaware.

SEVENTH: The executed Agreement and Plan of Merger between the aforesaid constituent entities is on file at the office of the Surviving Company at 600 Travis, Suite 1400, Houston, Texas, 77002. A copy will be provided, upon request and without cost, to (a) any stockholder of the Disappearing Corporation, (b) any stockholder of Parent or (c) any member of the Surviving Company.

EIGHTH: The authorized shares and the par value of each share of stock of the Disappearing Corporation prior to the merger is 300,000,000 shares, consisting of 270,000,000 shares of Class A Common Stock, par value \$0.001 per share (the "Disappearing Common Stock"), and 30,000,000 shares of Preferred Stock, par value \$0.001 per share (the "Disappearing Preferred Stock"). Each issued and outstanding share (or any fraction thereof) of Disappearing Common Stock shall, by virtue of the merger and without any action on the part of the Disappearing Corporation or the directors and officers of the Disappearing Corporation, be converted into and thereafter represent one share (or any fraction thereof) of Class A Common Stock, par value \$0.001 per share, of Parent, and no other payment shall be made with respect thereto. Each issued and outstanding share (or any fraction thereof) of Disappearing Preferred Stock shall, by virtue of the merger and without any action on the part of the Disappearing Corporation or the directors and officers of the Disappearing Corporation, be converted into and thereafter represent one share (or any fraction thereof) of Preferred Stock, par value \$0.001, of Parent, and no other payment shall be made with respect thereto.

(Signature Page Follows)

IN WITNESS WHEREOF, the Surviving Company has caused this Certificate of Merger to be signed by an authorized officer this 25th day of July, 2018.

LINN MERGER SUB #1, LLC

By: NEW LINN INC., its sole member

By: /s/ Candice J. Wells

Name: Candice J. Wells

Title: Senior Vice President, General Counsel and Corporate Secretary

Signature Page to Certificate of Merger

**CERTIFICATE OF INCORPORATION
OF
NEW LINN INC.**

**ARTICLE I
NAME**

The name of the corporation is New LINN Inc. (the "Corporation").

**ARTICLE II
REGISTERED OFFICE**

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, DE 19801. The name of the registered agent of the Corporation at that address is The Corporation Trust Company.

**ARTICLE III
CORPORATE PURPOSE**

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

**ARTICLE IV
CAPITAL STOCK**

(1) Authorized Capital Stock. The total number of shares of all classes of stock which the Corporation shall have authority to issue is three hundred million (300,000,000) shares, consisting of two hundred seventy million (270,000,000) shares of Class A Common Stock, par value \$0.001 per share (the "Common Stock"), and thirty million (30,000,000) shares of Preferred Stock, par value \$0.001 per share (the "Preferred Stock").

(2) Common Stock. The powers, preferences, and rights and the qualifications, limitations, and restrictions of the Common Stock are as follows:

(a) Voting Rights. Except as otherwise required by the DGCL or as provided by or pursuant to the provisions of this Amended and Restated Certificate of Incorporation of the Corporation (this "Certificate of Incorporation"), each holder of Common Stock shall be entitled to one vote for each share of Common Stock held of record by such holder (excluding any shares that constitute Excess Voting Stock (as defined below)). The holders of shares of Common Stock shall not have cumulative voting rights.

(b) Stock Splits and Reclassifications. The shares of Common Stock shall not be subdivided, consolidated, reclassified, or otherwise changed, unless contemporaneously therewith the Class A Units of Linn Energy Holdco LLC, a Delaware limited liability company that is a direct subsidiary of the Corporation ("Linn Subsidiary LLC"). are subdivided, consolidated, reclassified, or otherwise changed in the same proportion and in the same manner.

(c) Exchange. The holders of Class B Units and/or Class A-2 Units of Linn Subsidiary LLC (respectively, the “Class B Units” and the “Class A-2 Units”) shall, to the extent provided in the Linn Subsidiary LLC Agreement (as defined below) and in accordance with the terms and conditions thereof, have the right to convert such Class B Units and/or Class A-2 Units into that number of fully paid and nonassessable shares of Common Stock as determined pursuant to the Linn Subsidiary LLC Agreement. The Corporation shall at all times when any Class B Units or Class A-2 Units shall be outstanding, reserve and keep available out of its authorized but unissued Common Stock such number of shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Class B Units and Class A-2 Units in accordance with the terms of the Linn Subsidiary LLC Agreement. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all outstanding Class B Units and Class A-2 Units, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase the number of authorized shares of Common Stock to such number as shall be sufficient for such purpose. As used herein, “Linn Subsidiary LLC Agreement” means that certain Limited Liability Company Operating Agreement of Linn Subsidiary LLC, dated as of February 28, 2017, by and among the Corporation and the other members of Linn Subsidiary LLC (as the same may be amended, supplemented or modified from time to time in accordance with the terms thereof).

(3) Preferred Stock.

(a) The Board of Directors (as defined below) is authorized, subject to any limitations prescribed by law, to provide for the issuance of shares of Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware (such certificate being hereinafter referred to as a “Preferred Stock Designation”), to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences, and rights of the shares of each such series and any qualifications, limitations or restrictions thereof. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of capital stock of the Corporation entitled to vote thereon, without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such holders is required pursuant to the terms of any Preferred Stock Designation.

(b) There shall be no limitation or restriction on any variation between any of the different series of Preferred Stock as to the designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof; and the several series of Preferred Stock may, except as otherwise expressly provided in this Article IV, vary in any and all respects as fixed and determined by the resolution or resolutions of the Board of Directors, providing for the issuance of the various series; *provided, however*, that all shares of any one series of Preferred Stock shall have the same designation, preferences and relative, participating, optional or other special rights and qualifications, limitations and restrictions.

(4) Limitation on Voting. Notwithstanding anything contained in this Certificate of Incorporation to the contrary, J.P. Morgan Securities LLC (“JPMS”) and its Affiliates (as defined below), collectively, shall not be entitled to vote, directly or indirectly, any shares of Common Stock or other equity securities of the Corporation representing, in the aggregate, greater than 4.99% of the total combined voting power of any class of equity securities of the Corporation entitled to vote on any matter (any shares of Common Stock or other equity securities held by JPMS and its Affiliates, collectively, in excess of such 4.99% limitation, the “Excess Voting Stock”). For the avoidance of doubt, if JPMS or any of its Affiliates shall transfer any Excess Voting Stock to any other person that is not an Affiliate of JPMS, the limitation set forth in this paragraph shall no longer apply to such Excess Voting Stock. Excess Voting Stock may only be transferred by JPMS or any of its Affiliates: (a) among or between JPMS and its Affiliates; (b) in a widespread public distribution; (c) in transfers in which no transferee (or group of associated transferees) would receive from JPMS and its Affiliates in such sale or transfer two percent (2%) or more of any class of voting securities of the Corporation, which for the avoidance of doubt, does not include the amount of securities already owned by such transferee (together with its Affiliates or group of associated transferees) prior to such transfer; (d) to an underwriter for the purpose of conducting a widespread public distribution of the voting securities of the Corporation; (e) to the Corporation; or (f) to a transferee that would control more than fifty percent (50%) of the voting securities of the Corporation without any transfer of Excess Voting Stock from JPMS or its Affiliates. Shares of Common Stock or other equity securities that constitute Excess Voting Stock, for so long as they constitute Excess Voting Stock, shall not be entitled to vote in any election of directors or any other matter with respect to which stockholders of the Corporation are entitled to vote.

(5) Non-voting Equity Securities. The Corporation shall not issue any non-voting equity securities to the extent prohibited by Section 1123(a) (6) of Title 11 of the United States Code (the “Bankruptcy Code”) as in effect on the date of filing of this Certificate of Incorporation with the Secretary of State of the State of Delaware; *provided, however*, that the foregoing restriction (i) shall have such force and effect only for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Corporation, (ii) shall not have any further force or effect beyond that required under Section 1123(a)(6), and (iii) may be amended or eliminated in accordance with applicable law as from time to time may be in effect.

(6) Preemptive Rights: Certain Definitions.

(a) The Corporation hereby grants to each stockholder that beneficially owns (including all shares beneficially owned by such stockholder’s Affiliates (as defined below)) at least 2.0% of the total shares of Common Stock outstanding as of the close of business on the record date determined by the Board of Directors (each such stockholder, a “Preemptive Rightsholder”), which record date shall not be more than ten (10) Business Days (as defined below) prior to the Corporation’s delivery of the Issuance Notice (as defined below), the right to purchase up to its pro rata portion (based on the number of shares of Common Stock beneficially owned by such stockholder as of the close of business on the record date, as a percentage of the total number of then-outstanding shares of Common Stock) of any New Equity Securities (as defined below) that the Corporation or any of its subsidiaries proposes to sell or issue at any time and from time to time after the date hereof. The rights of Preemptive Rightsholders to purchase New Equity Securities

pursuant to this Section 6 of Article IV (the “Equity Purchase Right”) shall apply at the time of issuance of any right, warrant, or option or convertible or exchangeable security that constitutes a New Equity Security, and not to the subsequent conversion, exchange or exercise of such New Equity Security in accordance with its terms.

(b) As used herein, the following terms shall have the meanings set forth below:

(i) “Affiliate” means with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with, such person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (including any investment fund the primary investment manager or investment advisor to which is such person or its Affiliate). For purposes of this definition, (a) the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by contract or otherwise and (b) the term “person” means any individual, corporation, partnership, limited liability company, unincorporated association or other entity.

(ii) “Arm’s Length Terms” shall mean, with respect to any agreement or transaction, that the terms thereof are at least as favorable to the Corporation (or any subsidiary) as could reasonably be obtained from an independent third party (including with respect to prevailing market terms and pricing provisions).

(iii) “beneficially own” has the meaning ascribed to such term in Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

(iv) “Business Day” means any day other than a Saturday, Sunday or day on which commercial banks in the State of Texas or the State of New York are authorized or required by law to close for business.

(v) “New Equity Securities” means any and all (i) shares of Common Stock or other equity securities of the Corporation, (ii) equity securities of any subsidiary of the Corporation, (iii) securities exchangeable into, or convertible or exercisable for, shares of securities of the type specified in clause (i) and (ii), and (iv) options, warrants or other rights to acquire securities of the type specified in clause (i) and (ii), in each case other than as issued (A) to employees, officers, directors or consultants pursuant to any equity-based compensation or incentive plans approved by the Board of Directors or included in the plan of reorganization of LINN Energy, Inc., confirmed by the United States Bankruptcy Court for the Southern District of Texas, Victoria Division, and securities issued upon exercise or conversion of such options, warrants, convertible securities or other rights, (B) in connection with a stock split, payment of dividends or any similar recapitalization, reclassification, distribution, exchange or readjustment of shares approved by the Board of Directors, (C) as

consideration in any business combination, consolidation, merger or acquisition transaction or joint venture involving the Corporation or any of its subsidiaries, (D) as a bona fide equity kicker to one or more persons to whom the Corporation or any of its subsidiaries is becoming indebted in connection with the incurrence of such indebtedness approved by the Board of Directors so long as none of such persons are Affiliates of the Corporation or of any stockholder that beneficially owns (including all shares beneficially owned by such stockholder's Affiliates) at least 5.0% of the outstanding shares of Common Stock and such indebtedness is on Arm's Length Terms, and (E) to the Corporation or a direct or indirect wholly-owned subsidiary of the Corporation.

(c) The Corporation shall give the Preemptive Rightsholders written notice of any proposed issuance or sale of New Equity Securities that is subject to the Equity Purchase Right, at least ten (10) Business Days prior to the proposed issuance or sale. Such notice (an "Issuance Notice") shall set forth the material terms and conditions of the proposed transaction, including the proposed manner of issuance or sale, a description of the New Equity Securities, the total number of New Equity Securities proposed to be issued or sold, the proposed issuance or sale date, the proposed purchase price per share, including a reasonable description of any non-cash consideration, and (if known) the name and address of the proposed purchaser of the New Equity Securities.

(d) At any time during the ten (10) Business Days following receipt of an Issuance Notice, each Preemptive Rightsholder shall have the right, but not the obligation, to irrevocably elect, by written notice to the Corporation, to purchase its pro rata portion of the New Equity Securities at the purchase price set forth in the Issuance Notice and upon the other terms and conditions specified in the Issuance Notice (except that to the extent the purchase price includes non-cash consideration, a Preemptive Rightsholder shall pay the cash equivalent thereof as reasonably determined by the Board of Directors and specified in the Issuance Notice); *provided, however*, that no Preemptive Rightsholder shall be obligated (or permitted without the Corporation's consent) to purchase any New Equity Securities pursuant to this Section 6 of Article IV unless all required regulatory approvals, if any, applicable to such purchase have been obtained. Except as provided in the next sentence, the purchase of New Equity Securities by electing Preemptive Rightsholders shall be consummated concurrently with the consummation of the issuance or sale described in the Issuance Notice. The closing of the purchase of New Equity Securities by any electing Preemptive Rightsholder may be extended beyond the closing of the transaction described in the Issuance Notice, to the extent necessary to obtain required approvals of governmental authorities and other required approvals which such Preemptive Rightsholder shall be diligently pursuing in good faith (and the Corporation shall use its commercially reasonable efforts to obtain any approvals required to be obtained by it) and permit the Preemptive Rightsholder to complete its internal capital call process following receipt of the Issuance Notice; *provided further, however*, that the approval of the Board of Directors shall be required to extend any such closing beyond the date that is thirty (30) days after delivery of the applicable Issuance Notice. Notwithstanding anything to the contrary contained herein, in the event that the closing of any purchase of New Equity Securities by any Preemptive Rightsholder is extended pursuant to this paragraph, such extension shall not preclude the consummation of the issuance or sale of the remaining New Equity Securities described in the Issuance Notice from occurring prior to such closing.

(e) To the extent that one or more Preemptive Rightsholders do not fully and timely exercise their Equity Purchase Rights, in accordance with the terms and conditions set forth in this Section 6 of Article IV, with respect to all of the New Equity Securities described in the applicable Issuance Notice, the Corporation (or its applicable subsidiary) shall be free to consummate the proposed issuance or sale of all or any portion of the remaining New Equity Securities, on terms no less favorable to the Corporation than those set forth in the Issuance Notice; *provided*, that (i) such issuance or sale is closed within ninety (90) days after the date the related Issuance Notice was given, and (ii) the price at which the New Equity Securities are transferred must be equal to or higher than the purchase price described in the Issuance Notice. In the event that the Corporation (or its applicable subsidiary) has not sold such New Equity Securities within such 90-day period, the Corporation (or its applicable subsidiary) shall not thereafter issue or sell any New Equity Securities without first again offering such securities to the Stockholders entitled to preemptive rights in the manner provided in this Section 6 of Article IV.

(f) The rights and obligations set forth in this Section 6 of Article IV shall automatically terminate upon, and shall cease to have any force or effect following, the earlier of (i) the date the Common Stock is listed on a national securities exchange in the United States (a "Listing") or (ii) the consummation of the first public offering and sale of Common Stock (other than on Forms S-4 or S-8 or their equivalent), pursuant to an effective registration statement under the Securities Act (an "IPO").

Notwithstanding anything to the contrary contained herein, the Corporation and/or any of its subsidiaries may issue or sell New Equity Securities to any purchaser (an "Accelerated Buyer") without first complying with the provisions of this Section 6 of Article IV if the Board of Directors determines in good faith that it is in the best interests of the Corporation to consummate such issuance or sale without having first complied with such provisions; *provided*, that in connection with any such issuance or sale, the Corporation shall give the Preemptive Rightsholders written notice of such issuance or sale as promptly as practicable, which notice (an "Accelerated Sale Notice") shall describe in reasonable detail (a) the material terms and conditions of the issuance or sale of the New Equity Securities to the Accelerated Buyer, including the number or amount and description of the New Equity Securities issued, the issuance or sale date, the purchase price per share (including a reasonable description of any non-cash consideration), and the name and address of the Accelerated Buyer and (b) the rights of the Preemptive Rightsholders to purchase New Equity Securities, pursuant to this paragraph, in connection with such issuance or sale. In the event of any such issuance or sale of New Equity Securities to an Accelerated Buyer, each Preemptive Rightsholder shall have the right, at any time during the ten (10) Business Days following receipt of the Accelerated Sale Notice, to elect to purchase New Equity Securities in an amount equal to all or any part of its pro rata portion (based upon the number of shares of Common Stock beneficially owned by such Preemptive Rightsholder as of the close of business on the record date as a percentage of the total number of shares of Common Stock then outstanding) of the New Equity Securities issued to the Accelerated Buyer, by delivering written notice of such election to the Corporation, whereupon the Corporation shall give effect to such exercise by

either (i) requiring that the Accelerated Buyer sell down a portion of its New Equity Securities, or (ii) issuing additional New Equity Securities to such Preemptive Rightsholder, or a combination of (i) and (ii), so long as such action effectively provides such Preemptive Rightsholder with the same opportunity to maintain its ownership percentage of the total number of shares of Common Stock outstanding following the issuance or sale to such Preemptive Rightsholder it would have received had this paragraph not been utilized.

(7) Tag-Along Right.

(a) If at any time prior to the earlier of a Listing or the consummation of an IPO, any one or more stockholders (collectively, the “Tag-Along Seller”) propose to Transfer (as defined below) shares of Common Stock outside of the open market that constitute more than thirty percent (30%) of the total shares of Common Stock then outstanding to one or more non-Affiliate purchasers in any transaction or series of related transactions (a “Tag-Along Transfer”), then each other stockholder that beneficially owns (including all shares beneficially owned by such stockholder’s Affiliates) at least 2.0% of the total shares of Common Stock outstanding (collectively the “Tag-Along Offerees”) shall have the right to exercise tag-along rights in accordance with the terms and conditions set forth in this Section 7 of Article IV (any such stockholder exercising such rights, a “Tagging Stockholder”). As used herein, “Transfer” means any direct or indirect, voluntary or involuntary, sale, transfer, assignment, encumbrance or other disposition by operation of law or otherwise. The rights and obligations set forth in this Section 7 of Article IV shall automatically terminate upon, and shall cease to have any force or effect following, the earlier of (i) a Listing or (ii) the consummation of an IPO.

(b) The Tag-Along Seller shall promptly give notice (a “Tag-Along Notice”) to the Company at least twenty (20) Business Days prior to consummation of the proposed Tag-Along Transfer, setting forth the number of shares of Common Stock proposed to be Transferred by the Tag-Along Seller, the name and address of the proposed transferee, the proposed purchase price for each such share of Common Stock (the “Tag-Along Per Share Consideration”), and any other material terms and conditions of the Tag-Along Transfer, and the Company shall promptly (and in no event more than one Business Day after its receipt of such notice) deliver a copy of the Tag-Along Notice to each Tag-Along Offeree; it being understood that such Tag-Along Notice may be given after the terms of the Tag-Along Transfer have been finalized and does not accord the Tagging Stockholder with any rights to information as to the Transfer not required to be included in the Tag-Along Notice. Each Tag-Along Offeree shall have a period of ten (10) Business Days from the date of the Tag-Along Notice within which to elect to sell up to its Tag-Along Pro Rata Portion of shares of Common Stock at a price per share equal to the Tag-Along Per Share Consideration in connection with such Tag-Along Transfer. Any Tag-Along Offeree may exercise such right by delivery of an irrevocable written notice to the Tag-Along Seller specifying the number of shares of Common Stock such Tag-Along Offeree desires to include in the Tag-Along Transfer. Unless the proposed Transferee agrees to purchase all the shares of Common Stock proposed to be Transferred by the Tag-Along Seller and the Tagging Stockholders, then the total number of shares of Common Stock proposed to be Transferred by the Tag-Along Seller and Tagging Stockholders in such Tag-Along Transfer shall be reduced by recalculating the allocation set

forth in this paragraph assuming such smaller number of shares is to be Transferred. The Tag-Along Seller shall have a period of one hundred and twenty (120) calendar days following the expiration of the ten (10) Business Day period referred to above to consummate the Tag-Along Transfer, on the payment terms specified in the Tag-Along Notice. As used herein, "Tag-Along Pro Rata Portion" means a number of shares of Common Stock determined by multiplying (i) the number of shares of Common Stock proposed to be Transferred by the Tag-Along Seller in connection with the Tag-Along Transfer by (ii) a fraction, the numerator of which is the number of shares of Common Stock held by the applicable Tag-Along Offeree and the denominator of which is the aggregate number of shares of Common Stock held by the Tag-Along Seller and all of the Tag-Along Offerees electing to participate in the Tag-Along Transfer.

(c) Each Tagging Stockholder shall agree (i) to make the same representations and warranties to the Transferee with respect to itself and related items as the Tag-Along Sellers make with respect to themselves and related items in connection with the Tag-Along Transfer, (ii) to the same covenants, indemnities and agreements with respect to itself and related items as agreed by the Tag-Along Sellers with respect to themselves and related items in connection with the Tag-Along Transfer, and (iii) to the same terms and conditions to the Transfer of shares of Common Stock as the Tag-Along Sellers agree. Notwithstanding the foregoing, however, all such representations, warranties, covenants, indemnities and agreements shall be made by each Tagging Stockholder and each Tag-Along Seller severally and not jointly.

ARTICLE V STOCKHOLDER ACTION BY WRITTEN CONSENT

Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation in accordance with Section 228 of the DGCL.

ARTICLE VI CORPORATE GOVERNANCE

The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

(1) The business and affairs of the Corporation shall be managed by or under the direction of the board of directors of the Corporation (the "Board of Directors"). In addition to the powers and authority expressly conferred upon them by statute or by this Certificate of Incorporation or the bylaws of the Corporation then in effect, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the DGCL, this Certificate of Incorporation, and the bylaws of the Corporation.

(2) The directors of the Corporation need not be stockholders of the Corporation, and need not be elected by written ballot unless the bylaws of the Corporation so provide.

(3) Special meetings of the stockholders, other than those required by statute, may be called at any time as set forth in the bylaws of the Corporation, and may be called upon the written request to the Secretary by one or more stockholders holding, in the aggregate, at least a majority of the voting power of the shares entitled to vote in the election of directors of the Corporation. Any such written request shall specify the time of such meeting and the general nature of the business proposed to be transacted and shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation, and the Secretary shall, promptly following his or her receipt of such request, cause notice of such meeting to be given in accordance with the bylaws of the Corporation to each of the stockholders entitled to vote at such meeting.

(4) An annual meeting of stockholders, for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held at such place, on such date, and at such time as the Board of Directors shall fix.

ARTICLE VII BOARD OF DIRECTORS

(1) The Board of Directors shall consist of one or more directors, and shall initially be comprised of six directors, including the individual serving as Chief Executive Officer of the Company from time to time (the "CEO Director"). The initial members of the Board of Directors shall be comprised of Mark E. Ellis as the initial CEO Director, and the following five individuals: Evan Lederman, Matthew Bonanno, Philip Brown, Andrew Taylor and David B. Rottino. The directors, other than those who may be elected by the holders of any series of Preferred Stock under specified circumstances, shall be of one class and each director shall serve until his or her successor shall have been duly elected and qualified or, if earlier, until his or her death, resignation or removal. At each annual meeting of stockholders, (i) directors shall be elected for a term of office to expire at the succeeding annual meeting of stockholders, with each director to hold office until his or her successor shall have been duly elected and qualified or, if earlier, until his or her death, resignation or removal; and (ii) directors may be elected to fill any vacancy on the Board of Directors, regardless of how such vacancy shall have been created. Vacancies on the Board of Directors may also be filled in the manner provided in the bylaws of the Corporation. As used herein, "Whole Board" shall mean, at any given time, the total number of directorships then authorized, whether or not any vacancies exist with respect to such directorships.

(2) Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the bylaws of the Corporation.

(3) Except as otherwise required by applicable law and subject to the rights of the holders of any series of Preferred Stock then outstanding, any one or more of the directors may be removed from office, with or without cause, by the affirmative vote or written consent of holders of a majority of the voting power of the shares entitled to vote generally in the election of directors of the Corporation, voting together as a single class.

**ARTICLE VIII
BYLAW AMENDMENTS**

The Board of Directors is expressly authorized to adopt, amend and repeal the bylaws of the Corporation, *provided*, that any adoption, amendment or repeal of the bylaws of the Corporation by the Board of Directors (a) shall require the approval of a majority of the Whole Board and (b) shall be subject to such additional restrictions (which may include, without limitation, majority or supermajority stockholder approval to amend or repeal specifically enumerated provisions), if any, as are set forth in the bylaws of the Corporation as in effect at such time. The stockholders shall also have power to adopt, amend or repeal the bylaws of the Corporation, by the affirmative vote of the holders of at least a majority of the voting power of all of the then-outstanding shares of capital stock entitled to vote generally in the election of directors of the Corporation, voting together as a single class, *provided*, that any such adoption, amendment or repeal shall be subject to such additional restrictions (which may include, without limitation, supermajority stockholder approval to amend or repeal specifically enumerated provisions) if any, as are set forth in the bylaws of the Corporation as in effect at such time.

**ARTICLE IX
SECTION 203 OF THE DGCL**

The Corporation expressly elects not to be governed by Section 203 of the DGCL.

**ARTICLE X
LIMITATION ON DIRECTOR LIABILITY**

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for any act or omission not in good faith or which involves intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. In the event that it is determined that Delaware law does not apply, the liability of a director of the Corporation to the company or its stockholders for monetary damages shall be eliminated to the fullest extent permissible under applicable law. Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

**ARTICLE XI
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

(1) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or an

officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, manager, employee, agent or trustee of another corporation or of a limited liability company, partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter, a “Covered Person”), whether the basis of such proceeding is alleged action or inaction in an official capacity or in any other capacity while serving as a director, officer, manager, employee, agent or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Delaware law, as the same exists or may hereafter be amended from time to time (but in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all costs, charges, expenses, liabilities and losses (including attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such Covered Person in connection therewith, and that indemnification shall continue as to a Covered Person who has ceased to be a director, officer, manager, employee or agent and shall inure to the benefit of his or her heirs, executors, administrators and personal and legal representatives; *provided, however*, that, except as provided in Section 4 of this Article XI with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such Covered Person seeking indemnification in connection with a proceeding (or part thereof) initiated by that Covered Person, only if that proceeding (or part thereof) was authorized by the Board of Directors.

(2) Right to Advancement of Expenses. In addition to the right to indemnification conferred in Section 1 of this Article XI, a Covered Person shall also have the right to be paid by the Corporation the expenses (including attorney’s fees) incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”): *provided, however*, that, if the DGCL requires, an advancement of expenses incurred by a Covered Person in his or her capacity as a director or an officer of the Corporation (and not in any other capacity in which service was or is rendered by such Covered Person, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such Covered Person to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such Covered Person is not entitled to be indemnified for such expenses under this Section 2 of this Article XI or otherwise. No Covered Person will be required to post any bond or provide any other security with respect to any such undertaking.

(3) Primary Indemnitor. The Corporation hereby acknowledges that certain Covered Persons may have rights to indemnification and advancement of expenses (directly or through insurance obtained by any such entity) provided by one or more third parties (collectively, the “Other Indemnitors”), and which may include third parties for whom such Covered Person serves as a manager, member, officer, employee or agent. The Corporation hereby agrees and acknowledges that notwithstanding any such rights that a Covered Person may have with respect to any Other Indemnitor(s), (i) the Corporation is the indemnitor of first resort with respect to all Covered Persons and all obligations to indemnify and provide advancement of expenses to Covered Persons, (ii) the Corporation shall be required to indemnify and advance the full amount of expenses incurred by the Covered Persons, to the fullest extent required by law, the terms of this Certificate of Incorporation, the Bylaws, any agreement to which the Corporation is a party, any vote of the

stockholders or the Board of Directors, or otherwise, without regard to any rights the Covered Persons may have against the Other Indemnitors and (iii) to the fullest extent permitted by law, the Corporation irrevocably waives, relinquishes and releases the Other Indemnitors from any and all claims for contribution, subrogation or any other recovery of any kind in respect thereof. The Corporation further agrees that no advancement or payment by the Other Indemnitors with respect to any claim for which the Covered Persons have sought indemnification from the Corporation shall affect the foregoing and the Other Indemnitors shall have a right of contribution and/or be subrogated to the extent of any such advancement or payment to all of the rights of recovery of the Covered Persons against the Corporation. These rights shall be a contract right, and the Other Indemnitors are express third party beneficiaries of the terms of this paragraph.

(4) Right of Claimant to Bring Suit. If a claim under this Article XI is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses in which case the applicable period shall be 20 days, the Covered Person may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. To the fullest extent permitted by law, if successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Covered Person shall also be entitled to be paid the expense of prosecuting or defending such suit. It shall be a defense to any suit brought by a Covered Person to enforce a right to indemnification hereunder (other than a suit brought to enforce a claim for advancement of expenses where the required undertaking, if any, has been tendered to the Corporation) that the Covered Person has failed to meet any applicable standard of conduct for indemnification set forth in the DGCL, but the burden of proving such defense shall be on the Corporation. In any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Covered Person has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its Board of Directors or a committee thereof, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Covered Person is permissible in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board of Directors or a committee thereof, independent legal counsel, or its stockholders) that the Covered Person has not met such applicable standard of conduct, shall be a defense to the suit or create a presumption that the Covered Person has not met the applicable standard of conduct or, in the case of such a suit brought by the Covered Person, be a defense to such suit). In any suit brought by a Covered Person to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Covered Person is not entitled to be indemnified, or to such advancement of expenses, under this Article XI or otherwise shall be on the Corporation.

(5) Non-Exclusivity of Rights. The right to indemnification and the advancement of expenses conferred in this Article XI shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, any provision of this Certificate of Incorporation, the bylaws of the Corporation, any agreement to which the Corporation is a party, any vote of the stockholders or the Board of Directors or otherwise.

(6) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, manager, employee or agent of the Corporation or another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against that expense, liability or loss under Delaware law.

(7) Expenses as a Witness. To the extent any Covered Person is by reason of the fact that he or she is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, manager, employee, agent or trustee of another corporation or of a limited liability company, partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, a witness in any action, suit or proceeding, he or she shall be indemnified against all costs and expenses actually and reasonably incurred by him or her or on his or her behalf in connection therewith.

(8) Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses incurred in defending any proceeding in advance of its final disposition, to any employee or agent of the Corporation to the fullest extent of the provisions of this Article XI with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

(9) Severability. If any provision or provisions of this Article XI shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Article XI (including, without limitation, each portion of any paragraph of this Article XI containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the provisions of this Article XI (including, without limitation, each such portion of any paragraph of this Article XI containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

(10) Nature of Rights; Amendments to this Article. The rights conferred upon Covered Person in this Article XI shall be contract rights and such rights shall continue as to a Covered Person who has ceased to be a director, officer, manager, employee, agent or trustee and shall inure to the benefit of the Covered Person's heirs, executors and administrators. Any repeal, amendment or modification of this Article XI or any of the provisions hereof that adversely affects any right of a Covered Person or its successors hereunder shall be prospective only and shall not limit, eliminate, impair or otherwise adversely affect any rights to indemnification and to the advancement of expenses of a Covered Person with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such repeal, amendment or modification.

**ARTICLE XII
BUSINESS OPPORTUNITIES**

To the fullest extent permitted by Section 122(17) of the DGCL (or any successor provision) and except as may be otherwise expressly agreed in writing by the Corporation and any Dual Role Person (as defined below), the Corporation, on behalf of itself and its subsidiaries, renounces and waives any interest or expectancy of the Corporation and its subsidiaries in, or in being offered an opportunity to participate in, directly or indirectly, any potential transactions, matters or business opportunities (including, without limitation, any business activities or lines of business that are the same as or similar to those pursued by, or competitive with, the Corporation or any of its subsidiaries or any dealings with customers or clients of the Corporation or any of its subsidiaries) that are from time to time presented to any Dual Role Person, even if the transaction, matter or opportunity is one that the Corporation or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so and no such person shall be liable to the Corporation or any of its subsidiaries or Affiliates for breach of any fiduciary or other duty, as a director or officer or otherwise, by reason of the fact that such person pursues, acquires or participates in such business opportunity, directs such business opportunity to another person or fails to present such business opportunity, or information regarding such business opportunity, to the Corporation or its subsidiaries. Without limiting the foregoing renunciation, the Corporation acknowledges that certain of the stockholders are in the business of making investments in, and have investments in, other businesses similar to and that may compete with the Corporation's businesses ("Competing Businesses"), and agrees that each such stockholder shall have the right to make additional investments in or have relationships with other Competing Businesses independent of its investment in the Corporation. Any person purchasing or otherwise acquiring any interest in any shares of stock of the Corporation shall be deemed to have notice of and consented to the provisions of this paragraph. Neither the alteration, amendment or repeal of this paragraph, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this paragraph, nor, to the fullest extent permitted by Delaware law, any modification of law, shall eliminate or reduce the effect of this paragraph in respect of any business opportunity first identified or any other matter occurring, or any cause of action, suit or claim that, but for this paragraph, would accrue or arise, prior to such alteration, amendment, repeal, adoption or modification. If any provision or provisions of this paragraph shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this paragraph (including, without limitation, each portion of any paragraph of this paragraph containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this paragraph (including, without limitation, each such portion of any paragraph of this paragraph containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law. This paragraph shall not limit any protections or defenses available to, or indemnification or advancement rights of, any director or officer of the Corporation under this Certificate of Incorporation, the bylaws of the Corporation, or applicable law. As used herein, "Dual Role Person" shall mean any individual who is a director of the Corporation and is otherwise an employee, officer or a director of a stockholder.

**ARTICLE XIII
EXCLUSIVE FORUM**

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (the “Court of Chancery”) shall be the sole and exclusive forum for any stockholder of the Corporation (including a beneficial owner of stock) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation’s stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the DGCL or this Certificate of Incorporation or the bylaws of the Corporation, or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except as to each of (i) through (iv) above, for any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article XIII shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article XIII (including, without limitation, each portion of any sentence of this Article XIII containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

**ARTICLE XIV
AMENDMENTS**

The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware and all rights conferred upon stockholders are granted subject to this reservation; *provided, however*, that, notwithstanding any other provision of this Certificate of Incorporation or any provision of law that might otherwise permit a lesser vote or no vote, but in addition to any vote of the holders of any class or series of the stock of this corporation required by law or by this Certificate of Incorporation, and the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all of the then- outstanding shares of the capital stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required to amend or repeal any provisions of this Article XIV, Sections 6 or 7 of Article IV, Section 3 of Article XI, or any of Articles VIII or XII.

(Remainder of page intentionally left blank)

I, the undersigned, being the sole incorporator hereinbefore named, for the purpose of forming a corporation in pursuance of the DGCL, do make and file this Certificate of Incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set my hand this 11th day of July, 2018.

By: /s/ Henry Rosas
Name: Henry Rosas
Title: Sole Incorporator

c/o Kirkland & Ellis LLP
609 Main Street
Houston, TX 77002

[Signature Page to Certificate of Incorporation]

**BYLAWS
OF
NEW LINN INC.**

As adopted on July 11, 2018

ARTICLE I - STOCKHOLDERS

Section 1. Annual Meeting.

(1) An annual meeting of the stockholders of New LINN Inc. (the “Corporation”), for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held at such place, on such date, and at such time as the Board of Directors (as defined below) shall fix.

(2) Nominations of persons for election to the Board of Directors and proposals of business to be transacted by the stockholders may be made at an annual meeting of stockholders (a) pursuant to the Corporation’s proxy materials with respect to such meeting, (b) by or at the direction of the Board of Directors, or (c) by any stockholder of record of the Corporation (the “Record Stockholder”) at the time of the giving of the Record Stockholder Notice (as defined below), who is entitled to vote at the meeting and who has complied with the notice procedures set forth in this Section 1 of Article I. For the avoidance of doubt, the foregoing clause (c) shall be the exclusive means for a stockholder to make nominations or propose business at an annual meeting of stockholders, other than, to the extent the Corporation is then subject to such Rule, business included in the Corporation’s proxy materials pursuant to Rule 14a-8 under Securities Exchange Act of 1934, as amended (such act, and the rules and regulations promulgated thereunder, the “Exchange Act”).

(3) For nominations of directors or proposals of business to be properly brought before an annual meeting by a Record Stockholder pursuant to clause (c) of the immediately preceding paragraph, (a) the Record Stockholder must have given timely notice thereof in writing (“Record Stockholder Notice”) to the Secretary of the Corporation (the “Secretary”) and (b) any such business must be a proper matter for stockholder action under Delaware law. To be timely, a Record Stockholder’s notice shall be received by the Secretary at the principal executive offices of the Corporation not less than 45 nor more than 75 days prior to the one-year anniversary of the date on which the Corporation first mailed its proxy materials for the preceding year’s annual meeting of stockholders; *provided, however*, that, (i) subject to the last sentence of this Section 1(3) of Article I, if the meeting is convened more than 30 days prior to or delayed by more than 30 days after the one-year anniversary of the preceding year’s annual meeting, or if no annual meeting was held during the preceding year, notice by the Record Stockholder to be timely must be so received not later than the close of business on the later of (A) the 45th day before such annual meeting or (B) the 10th day following the date on which public announcement of the date of such meeting is first made and (ii) in the event that the number of directors to be elected to the Board of Directors is increased and a public announcement naming all of the nominees for director or indicating the increase in the size of the Board of Directors is not made by the Corporation at least 10 days before the last day a Record Stockholder may timely deliver a notice of nomination in accordance

with the foregoing provisions of this paragraph, a Record Stockholder Notice shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it is received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the date on which such public announcement is first made by the Corporation. Notwithstanding anything to the contrary in these Bylaws of the Corporation (these "Bylaws"), for the first annual meeting of the stockholders after the effective date of these Bylaws, to be timely, a Record Stockholder Notice shall be delivered to the Secretary at the principal executive offices of the Corporation no earlier than the close of business on the 75th day prior to the scheduled date of such annual meeting and not later than the close of business on the later of the date that is 45 days prior to the scheduled date of such annual meeting or 10 days following the date on which public announcement of the date of such meeting is first made by the Corporation. In no event shall an adjournment, or postponement of an annual meeting for which notice has been given, commence a new time period for the giving of a Record Stockholder Notice.

(4) Any Record Stockholder Notice shall set forth the following information:

(a) if such notice pertains to the nomination of directors, as to each person whom the Record Stockholder proposes to nominate for election or reelection as a director, all information relating to such person as would be required to be disclosed in a solicitation of proxies for the election of such nominee as a director pursuant to Regulation 14A under the Exchange Act, and such person's written consent to serve as a nominee and to serve as a director if elected;

(b) with respect to any other business that the Record Stockholder proposes to bring before the meeting, a brief description of such business, the reasons for conducting such business at the meeting, and any material interest that such Record Stockholder (and, if applicable, the beneficial owner on whose behalf the proposal is made) has in such business; and

(c) with respect to the Record Stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (each, a "party"):

(i) the name and address of each such party;

(ii) (A) the class, series, and number of shares of the Corporation that are owned, directly or indirectly, beneficially and of record by each such party, (B) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not such instrument or right shall be subject to Settlement in the underlying class or series of capital stock of the Corporation or otherwise (a "Derivative Instrument") directly or indirectly owned beneficially by each such party, and any other direct or indirect opportunity to profit or share in any

profit derived from any increase or decrease in the value of shares of the Corporation, (C) any proxy, contract, arrangement, understanding, or relationship pursuant to which each such party has a right to vote, directly or indirectly, any shares of any security of the Corporation, (D) any short interest in any security of the Corporation held by each such party (for purposes hereof, a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (E) any rights to dividends on the shares of the Corporation owned beneficially directly or indirectly by each such party that are separated or separable from the underlying shares of the Corporation, (F) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which each such party is a general partner or, directly or indirectly, beneficially owns an interest in a general partner and (G) any performance-related fees (other than an asset-based fee) that each such party is directly or indirectly entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, as of the date of such notice, and each such party shall supplement the information provided pursuant to the foregoing clauses (A) through (G), to the extent necessary, by the earlier of the 10th day after the record date for determining the stockholders entitled to vote at the meeting and the day prior to the meeting; and

(iii) any other information relating to each such party that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or the election of directors in a contested election pursuant to Section 14 of the Exchange Act.

(5) A person shall not be eligible for election or re-election as a director at an annual meeting unless (i) the person is nominated by a Record Stockholder in accordance with Section 1(2)(c) of this Article I or (ii) the person is nominated by or at the direction of the Board of Directors. Only such business shall be conducted at an annual meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 1 of Article I. The chairman of the meeting shall have the power and the duty to determine whether a nomination or any business proposed to be brought before the meeting has been made in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defectively proposed business or nomination shall not be presented for stockholder action at the meeting and shall be disregarded.

(6) As used in these Bylaws, “public announcement” shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or a comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act.

(7) Notwithstanding the foregoing provisions of this Section 1 of Article I, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to matters set forth in this Section 1 of Article I. Nothing in this Section 1 of Article I shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act, to the extent applicable.

Section 2. Special Meetings.

(1) Special meetings of the stockholders, other than those required by statute, may be called at any time pursuant to a resolution adopted by the Board of Directors, or upon the written request to the Secretary by one or more stockholders holding, in the aggregate, at least a majority of the voting power of the shares entitled to vote in the election of directors of the Corporation. Any such written request shall specify the time of such meeting and the general nature of the business proposed to be transacted and shall be delivered to the Secretary at the principal executive offices of the Corporation, and the Secretary shall, promptly following his or her receipt of such request, cause notice of such meeting to be given in accordance with these Bylaws to each of the stockholders entitled to vote at such meeting. The Board of Directors may postpone or reschedule any previously scheduled special meeting called by the Board of Directors.

(2) The notice of a special meeting shall include the purpose for which such meeting is called. Only such business shall be conducted at a special meeting of stockholders as shall have been specified in the notice of such special meeting (or any supplement thereto).

(3) Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected, as follows: (a) by or at the direction of the Board of Directors or by any stockholder of record of the Corporation who is entitled to vote at such meeting and delivers (while it is a Record Stockholder) a written notice to the Secretary setting forth the information required by Sections 1(4)(a) and 1(4)(c) of Article I. Nominations by stockholders of persons for election to the Board of Directors may be made at such meeting only if the Record Stockholder's notice required by the immediately preceding sentence is received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the later of the 45th day prior to such special meeting and the 10th day following the date on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall an adjournment, or postponement of a special meeting for which notice has been given, commence a new time period for the giving of a Record Stockholder's notice. A person shall not be eligible for election or reelection as a director at a special meeting of stockholders unless the person is nominated in accordance with this paragraph. Notwithstanding anything in this Section 2(3) of Article I or otherwise in these Bylaws to the contrary, this Section 2(3) of Article I shall not apply to any special meetings of the stockholders called at the request of stockholders to the extent permitted by Section 2(1) of Article I.

(4) Notwithstanding the foregoing provisions of this Section 2 of Article I, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to matters set forth in this Section 2 of Article I. Nothing in this Section 2 of Article I shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act, if the Corporation is then subject to such Rule.

Section 3. Notice of Meetings; Adjournment.

Notice of the place, date, and time of all meetings of the stockholders, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, and the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, shall be given, not less than 10 days nor more than 60 days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting, except as otherwise provided herein or required by law.

Any meeting of stockholders, whether annual or special, may be adjourned from time to time for any reason by either the chairman of the meeting, or by the vote of the holders of a majority in voting power of the shares present in person or represented by proxy and entitled to vote thereon, whether or not a quorum is present. When a meeting of stockholders is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting and the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for determining stockholders entitled to notice of the meeting) are announced at the meeting at which the adjournment is taken; *provided, however*, that if the date of any adjourned meeting is more than 30 days after the date for which the meeting was originally noticed, notice of the adjourned meeting shall be given to each stockholder in conformity herewith. If after the adjournment a new record date for stockholders entitled to vote at such meeting is fixed for the adjourned meeting, the Board of Directors shall fix a new record date for notice of such adjourned meeting, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and, except as otherwise required by law, shall not be less than 10 nor more than 60 days before the date of such adjourned meeting, and shall give notice of the adjourned meeting to each Record Stockholder entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

Section 4. Quorum.

At any meeting of the stockholders, the holders of a majority of the voting power of all of the shares of the stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number may be required by law or by the rules of any stock exchange upon which the Corporation's securities are listed. Where a separate vote by a class or classes or series is required, a majority of the voting power of the shares of such class or classes or series present in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter.

If a quorum shall not be present or represented at any meeting of the stockholders, the chairman of the meeting or the stockholders entitled to vote thereon, by a majority in voting power thereof, present in person or represented by proxy, may adjourn the meeting in the manner provided in Section 3 of Article I, until a quorum shall be present or represented. A quorum, once established, shall not be broken by the withdrawal of enough stockholders to leave less than a quorum.

Section 5. Organization.

Such person as the Board of Directors may have designated or, in the absence of such a person, the Chairman of the Board or, in his or her absence, the Chief Executive Officer of the Corporation or, in his or her absence, such person as may be chosen by the holders of a majority of the voting power of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as chairman of the meeting. In the absence of the Secretary, the secretary of the meeting shall be such person as the chairman of the meeting appoints.

Section 6. Conduct of Business.

The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him or her in order. The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at the meeting shall be announced at the meeting.

Section 7. Proxies and Voting.

At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to this paragraph may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, *provided*, that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

The Corporation may, and to the extent required by law, shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The Corporation may designate one or more alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting may, and to the extent required by law, shall, appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. Every vote taken by ballots shall be counted by a duly appointed inspector or inspectors.

All elections of directors of the Corporation shall be determined by a plurality of the votes cast, and except as otherwise required by law or the rules of any stock exchange upon which the Corporation's securities are listed or as otherwise provided in these Bylaws or the Certificate of Incorporation of the Corporation (the "Certificate of Incorporation"), all other matters shall be determined by a majority of the votes cast affirmatively or negatively, on such matter.

Section 8. Stockholder List.

The officer who has charge of the stock ledger of the Corporation shall, at least 10 days before every meeting of stockholders, prepare and make a complete list of stockholders entitled to vote at any meeting of stockholders, *provided, however*, if the record date for determining the stockholders entitled to vote is less than 10 days before the meeting date, the list shall reflect the stockholders entitled to vote as of the 10th day before the meeting date, arranged in alphabetical order and showing the address of each such stockholder and the number of shares registered in his or her name. Such list shall be open to the examination of any stockholder for a period of at least 10 days prior to the meeting in the manner provided by law.

A stock list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law. This list shall presumptively determine (a) the identity of the stockholders entitled to examine such stock list and to vote at the meeting and (b) the number of shares held by each of them.

ARTICLE II - BOARD OF DIRECTORS AND GOVERNANCE

Section 1. Number, Election and Term of Directors.

Subject to the rights of the holders of any series of preferred stock of the Corporation to elect additional directors under specified circumstances and except as provided otherwise in the Certificate of Incorporation, the total authorized number of directors shall be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the Whole Board (as defined below). The directors, other than those who may be elected by the holders of any series of preferred stock under specified circumstances, shall be of one class and each director shall serve until his or her successor shall have been duly elected and qualified or, if earlier, until his or her death, resignation or removal. As used in these Bylaws, "Whole Board" shall mean, at any given time, the total number of directorships then authorized, whether or not any vacancies exist with respect to such directorships.

Section 2. Newly Created Directorships and Vacancies.

Subject to the rights of the holders of any series of preferred stock of the Corporation then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, disqualification, removal from office or other cause may be filled (a) by the stockholders at a special meeting or an annual meeting, or by the written consent of holders of a majority of the voting power of the shares entitled to vote in connection with the election of the directors of the Corporation, voting together as a single class or (b) by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director. Any director elected in accordance with this Section 2 of Article II shall hold office for the remainder of the term of the director for whom the vacancy was created or occurred and until such director's successor shall have been duly elected and qualified or, if earlier, such director's death, resignation or removal. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

Section 3. Regular Meetings.

Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

Section 4. Special Meetings.

Special meetings of the Board of Directors may be called by the Chairman of the Board or the Chief Executive Officer, or by any two or more directors and shall be held on such date and at such place and time as the person(s) calling such meeting shall fix. At least 24 hours' notice of the place, date, and time of each such special meeting shall be given to each director by whom it is not waived and such notice will be effective (i) when received if given in a writing delivered by hand or courier, (ii) when given, if by telephone or in person, or (iii) when transmitted with transmission confirmed, if sent by e-mail or by facsimile to the director's residence or usual place of business, to an email address or facsimile number, as applicable to which the director has expressly consented to receive notice. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 5. Quorum.

A majority of the Whole Board shall constitute a quorum for all purposes at any meeting of the Board of Directors (unless the Certificate of Incorporation provides for a vote on a particular matter by the Disinterested Directors (as defined in Section 6 of Article VIII), in which case a majority of the Disinterested Directors shall constitute a quorum for such matter). If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

Section 6. Participation in Meetings by Conference Telephone.

Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board of Directors or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 7. Conduct of Business.

At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board of Directors may from time to time determine, and, except as otherwise expressly required by law or the Certificate of Incorporation, all matters shall be determined by the affirmative vote of a majority of the directors present at any meeting at which a quorum is present. Action may be taken by the Board of Directors without a meeting if all members thereof consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 8. Resignations and Removal of Directors.

Any director of the Corporation may resign from the Board of Directors or any committee thereof at any time, by giving notice in writing to the Chairman of the Board, if there be one, or the Chief Executive Officer or the Secretary and, in the case of a committee, to the chairman of such committee, if there be one. Such resignation shall take effect at the time therein specified or, if no time is specified, immediately; and, unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective. Except as otherwise required by applicable law and subject to the rights of the holders of any series of preferred stock of the Corporation then outstanding, directors may be removed from office with or without cause by the affirmative vote of holders of a majority of the voting power of the shares entitled to vote in connection with the election of the directors of the Corporation, voting together as a single class. Any director serving on a committee of the Board of Directors may be removed from such committee at any time by the Board of Directors.

Section 9. Compensation of Directors.

Unless otherwise restricted by the Certificate of Incorporation, the Board of Directors shall have the authority to fix the compensation of the directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or paid a stated salary or paid other compensation as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed compensation for attending committee meetings.

ARTICLE III - COMMITTEES

Section 1. Committees of the Board of Directors.

The Board of Directors may from time to time designate committees of the Board of Directors, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the Board of Directors and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternate members who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of any committee and any alternate member in his or her place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

Section 2. Conduct of Business.

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members of all meetings. The presence of at least a majority of the members of the committee shall constitute a quorum for the transaction of business. All matters shall be determined by a majority vote of the members present at any meeting at which a quorum is present. Action may be taken by

any committee without a meeting if all members thereof consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of the proceedings of such committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

ARTICLE IV - OFFICERS

Section 1. Generally.

The Board of Directors, at its next meeting following each annual meeting of the stockholders, shall elect officers of the Corporation, including a Chief Executive Officer and a Secretary. The Board of Directors may also from time to time elect such other officers as it may deem proper or may delegate to any elected officer of the Corporation the power to appoint and remove any such other officers and to prescribe their respective terms of office, authorities and duties. Any Vice President may be designated Executive, Senior or Corporate, or may be given such other designation or combination of designations as the Board of Directors or the Chief Executive Officer may determine. Any two or more offices may be held by the same person. The Board may also elect or appoint a Chairman of the Board, who may or may not also be an officer of the Corporation.

Section 2. Terms of Office.

All officers of the Corporation elected by the Board of Directors shall hold office for such terms as may be determined by the Board or, except with respect to his or her own office, the Chief Executive Officer, or until their respective successors are chosen and qualified or until his or her earlier resignation or removal. Any officer may be removed from office at any time either with or without cause by affirmative vote of a majority of the members of the Board then in office, or, in the case of appointed officers, by any elected officer upon whom such power of removal shall have been conferred by the Board of Directors. A vacancy in any office because of death, resignation, removal, disqualification or otherwise shall be filled by the Board in the manner prescribed in these Bylaws for election or appointment to such office.

Section 3. Powers and Duties.

Each of the officers of the Corporation elected by the Board of Directors or appointed by an officer in accordance with these Bylaws shall have the powers and duties prescribed by law, by these Bylaws or by the Board and, in the case of appointed officers, the powers and duties prescribed by the appointing officer, and, unless otherwise prescribed by these Bylaws or by the Board of Directors or such appointing officer, shall have such further powers and duties as ordinarily pertain to that office. The Chief Executive Officer shall have authority over the general direction of the affairs of the Corporation.

Section 4. Delegation of Authority.

The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

Section 5. Action with Respect to Securities of Other Corporations.

Unless otherwise directed by the Board of Directors, the President or any officer of the Corporation authorized by the President shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of or with respect to any action of security holders of any other corporation or entity in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation or entity.

ARTICLE V - INFORMATION RIGHTS

Section 1. Financial Statements and Periodic Reports.

At all times when the Corporation is not obligated to file reports under Section 13 or Section 15(d) of the Exchange Act, the Corporation shall provide the following information to each holder of the Corporation's Class A Common Stock, par value \$0.001 per share (the "Common Stock") and each such holder, a "Common Stockholder"), and shall satisfy such obligation by timely posting all such information to its website and making such information accessible to the general public, or by timely and publicly filing all such information with the Securities and Exchange Commission on Form 10-K, Form 10-Q or Form 8-K as applicable, as if the Corporation were required to file such reports under the Exchange Act:

(1) for each fiscal year of the Corporation ending on or after December 31, 2018, copies of an annual report on Form 10-K for such fiscal year, which report shall be delivered no later than ninety (90) days following the end of such fiscal year and shall include the same information and disclosures as the Corporation would be required to include in such report if it were a reporting company under the Exchange Act, including, without limitation, (a) consolidated financial statements of the Corporation and its subsidiaries as of the end of such fiscal year, which financial statements shall (i) include a comparison to the prior fiscal year results, (ii) be prepared in accordance with generally accepted accounting principles as in effect from time to time in the United States ("GAAP") and (iii) be audited by a nationally recognized accounting firm approved by the Board of Directors and accompanied by a report and opinion thereon by such accounting firm prepared in accordance with GAAP and (b) a management discussion and analysis of financial condition and results of operations with respect to such financial statements (an "MD&A");

(2) for each of the first three (3) fiscal quarters of each fiscal year of the Corporation, copies of a quarterly report on Form 10-Q for such fiscal quarter, which report shall be delivered no later than forty-five (45) days following the end of such fiscal quarter and shall include the same information and disclosures as the Corporation would be required to include in such report if it were a reporting company under the Exchange Act, including, without limitation, (a) consolidated financial statements of the Corporation and its subsidiaries as of the end of such fiscal quarter, which statements shall (i) include year-to-date results and a comparison to the corresponding period in the prior fiscal year and (ii) be prepared in accordance with GAAP, and (b) an MD&A with respect to such financial statements; *provided, however*, that with respect to the second fiscal quarter of 2018, such quarterly report shall be delivered no later than 60 days following the end of such quarter;

(3) from time to time after the occurrence of any event that the Corporation would be required to report on a Form 8-K if it had been a reporting company under the Exchange Act, a current report on Form 8-K containing the same information as would be required to be contained in, and within the timing required by, a Current Report on Form 8-K under the Exchange Act;

(4) a complete transcript of each quarterly conference call hosted by the Corporation pursuant to Section 2 of this Article V, which transcript shall be provided no later than two Business Days after the date of such conference call; and

(5) such additional information as is required to ensure that sufficient “current public information” with respect to the Corporation is available on the Corporation’s website to satisfy the requirements of Section 4(a)(7) (as may be amended from time to time, “Section 4(a)(7)”) of the Securities Act of 1933, as amended (such act, and the rules and regulations promulgated thereunder, the “Securities Act”) and Rule 144A and Rule 144(c) promulgated under the Securities Act. As used in these Bylaws, “Business Day” shall mean any day other than a Saturday, Sunday or day on which commercial banks in the State of Texas or the State of New York are authorized or required by law to close for business.

Section 2. Quarterly Conference Calls.

The Corporation shall host, and each Common Stockholder shall have access to, quarterly conference calls with senior officers of the Corporation to discuss the results of operations for the relevant reporting period, which calls shall (except as otherwise determined by the Board of Directors with respect to any particular reporting period) include a reasonable and customary question and answer session; *provided*, that such obligation with respect to quarterly conference calls shall commence in connection with the Corporation’s results of operations for the three months ended June 30, 2018. Each such quarterly and annual call shall be hosted no later than thirty days after the Corporation provides the corresponding annual or quarterly financial statements to Common Stockholders in accordance with this Article V.

Section 3. Rule 144, 144A and Section 4(a)(7) Information.

With a view to making available to Common Stockholders the benefits of Section 4(a)(7), Rule 144A promulgated under the Securities Act (as may be amended from time to time, “Rule 144 A”) and Rule 144 promulgated under the Securities Act (as may be amended from time to time, “Rule 144”) and other rules and regulations of the U.S. Securities and Exchange Commission that may at any time permit a Common Stockholder to sell shares of Common Stock to the public without registration, the Corporation shall use commercially reasonable efforts to (i) post to the Corporation’s website 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 and (ii) make and keep publicly available all information necessary to comply with Section 4(a)(7), Rule 144A and Rule 144 with respect to resales of shares of Common Stock, to the extent required from time to time to enable Common Stockholders to sell shares of Common Stock without registration under the Securities Act within the limitation of the exemptions provided by (x) Section 4(a)(7), Rule 144A and Rule 144 or (y) any other rules or regulations now existing or hereafter adopted by the U.S. Securities and Exchange Commission. Upon the reasonable request of any Common Stockholder, the Corporation will deliver to such Common Stockholder a written statement as to whether it has complied with such information requirements, and, if not, the specific reasons for non-compliance.

ARTICLE VI -STOCK

Section 1. Certificates of Stock.

The shares of capital stock of the Corporation may be in certificated or uncertificated form at the discretion of the Board. Each holder of stock represented by certificates shall be entitled to a certificate signed by, or in the name of the Corporation by, the President or a Vice President, and by the Secretary or an Assistant Secretary, or the Treasurer or an Assistant Treasurer, certifying the number of shares owned by him or her. Any or all of the signatures on the certificate may be by facsimile. If an officer, transfer agent or registrar of the Corporation who has signed or whose facsimile signature has been placed upon a certificate is no longer serving in that capacity when the certificate is issued, it may be issued by the Corporation with the same effect as if that person were still serving in that capacity at the time of issue.

Section 2. Transfers of Stock.

Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of the stock of the Corporation. Except where a certificate is issued in accordance with Section 4 of Article VI of these Bylaws, an outstanding certificate for the number of shares involved, if one has been issued, shall be surrendered for cancellation before a new certificate, if any, is issued therefor.

Section 3. Record Date.

In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may, except as otherwise required by law, fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be less than 10 days nor more than 60 days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this Section 3 of Article VI at the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 4. Lost, Stolen or Destroyed Certificates.

In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Board of Directors may establish concerning proof of such loss, theft or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

Section 5. Registered Stockholders.

The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

Section 6. Additional Regulations.

The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board of Directors may establish from time to time.

ARTICLE VII - NOTICES

Section 1. Notices.

If mailed, notice to stockholders shall be deemed given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the General Corporation Law of the State of Delaware (the "DGCL").

Section 2. Waivers.

A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance of a person at any meeting, present in person or represented by proxy, shall constitute waiver of notice except attendance for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened.

ARTICLE VIII - MISCELLANEOUS

Section 1. Facsimile Signatures.

In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

Section 2. Corporate Seal.

The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 3. Reliance upon Books, Reports and Records.

Each director, each member of any committee designated by the Board of Directors, and each officer of the Corporation shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors so designated, or by any other person as to matters which such director, committee member or officer reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 4. Fiscal Year.

The fiscal year of the Corporation shall be as fixed by the Board of Directors.

Section 5. Time Periods.

In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

Section 6. Affiliate Transactions; Certain Definitions.

The Corporation shall not, and shall not cause or permit any of its subsidiaries to, enter into, consummate, amend, modify (including by waiver) or terminate any Affiliate Transaction or any agreement with respect thereto, unless it (a) is on Arm's Length Terms and (b) is approved by a majority of the directors who were not appointed by, are not otherwise affiliated with, the Related Party to which the Affiliate Transaction relates or any Affiliate of such Related Party (such directors, the "Disinterested Directors").

As used in these Bylaws, the following terms shall have the meanings set forth below:

“Affiliate” shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with, such person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (including any investment fund the primary investment manager or investment advisor to which is such person or its Affiliate). For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by contract or otherwise.

“Affiliate Transaction” shall mean any contract, agreement, transaction or other arrangement (whether written or unwritten) between the Corporation or any of its subsidiaries, on the one hand, and any Stockholder or any Affiliate (including any portfolio company or funds under management of such Stockholder or its Affiliates) of any stockholder of the Corporation, on the other hand; *provided*, that it shall not include any contract, agreement, transaction or other arrangement that is solely between the Corporation and/or any one or more of its wholly-owned subsidiaries.

“Arm’s Length Terms” shall mean, with respect to any agreement or transaction, that the terms thereof are at least as favorable to the Corporation (or any subsidiary) as could reasonably be obtained from an independent third party (including with respect to prevailing market terms and pricing provisions).

“Majority Stockholder Approval” means, with respect to any matter, the affirmative vote or written consent of one or more stockholders then holding, in the aggregate, a majority of the voting power of all of the then-outstanding shares of capital stock entitled to vote generally in the election of directors, voting together as a single class.

“Related Party” shall mean a stockholder of the Corporation who, collectively with its Affiliates (including any controlled portfolio companies and funds under management of such stockholder or its Affiliates), holds more than ten percent (10.0%) of the voting power of all of the then-outstanding shares of capital stock entitled to vote generally in the election of directors of the Corporation.

“Supermajority Stockholder Approval” means, with respect to any matter, the affirmative vote or written consent of one or more stockholders then holding, in the aggregate, at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all of the then-outstanding shares of capital stock entitled to vote generally in the election of directors, voting together as a single class.

Section 7. Actions Requiring Stockholder Approval.

(1) Notwithstanding anything to the contrary contained in these Bylaws or that a lesser percentage vote or consent may be required under the DGCL or other applicable law, until the earlier of (i) the date the Common Stock is listed on a national securities exchange in the United States (a "Listing") or (ii) the consummation of the first public offering and sale of Common Stock (other than on Forms S-4 or S-8 or their equivalent), pursuant to an effective registration statement under the Securities Act (an "IPO"), the Corporation shall not, and shall not permit or cause any of its subsidiaries to, cause or engage in any of the following transactions or take any of the following actions, without first obtaining (in addition to authorization by the Board of Directors) Majority Stockholder Approval, and any such transaction or action shall not be authorized unless and until such approval is obtained:

(a) any merger, consolidation, recapitalization, reorganization or other similar transaction involving the Corporation or any of its material subsidiaries in which the holders of the Common Stock (or equivalent securities of any subsidiary) immediately prior to such transaction hold in the aggregate less than a majority of the outstanding voting equity securities of the surviving entity immediately after such transaction (other than pursuant to any merger, consolidation, recapitalization, reorganization or similar transactions solely between wholly-owned subsidiaries of the Corporation);

(b) any sale, lease, conveyance or other disposition of all or substantially all of the assets of the Corporation and its subsidiaries on a consolidated basis, or of any of its material subsidiaries (other than pursuant to any sale, lease, conveyance or other disposition solely between wholly-owned subsidiaries of the Corporation);

(c) the liquidation, dissolution or winding up of any material subsidiary of the Corporation, or the taking of any action that results in the liquidation, dissolution or winding up of any material subsidiary of the Corporation; or

(d) the entering into of any contract, agreement, or binding arrangement or commitment to do or engage in any of the foregoing, unless such transaction or action is conditioned on such Majority Stockholder Approval.

(2) Notwithstanding anything to the contrary contained in these Bylaws or that a lesser percentage vote or consent may be required under the DGCL or other applicable law, until the earlier of a Listing or the consummation of an IPO, the Corporation shall not, and shall not permit or cause any of its subsidiaries to, cause or engage in any of the following transactions or take any of the following actions, without first obtaining (in addition to authorization by the Board of Directors) Supermajority Stockholder Approval, and any such transaction or action shall not be authorized unless and until such approval is obtained:

(a) the liquidation, dissolution or winding up of the Corporation on a going concern basis, or the taking of any action that results in the liquidation, dissolution or winding up of the Corporation on a going concern basis; or

(b) the entering into of any contract, agreement, or binding arrangement or commitment to do or engage in any of the foregoing, unless such transaction or action is conditioned on such Supermajority Stockholder Approval.

ARTICLE IX - AMENDMENTS

In furtherance and not in limitation of the powers conferred by law, the Board of Directors is expressly authorized to adopt, amend and repeal these Bylaws pursuant to a resolution adopted by a majority of the Whole Board, subject to the power of the holders of capital stock of the Corporation to adopt, amend or repeal these Bylaws by Majority Stockholder Approval (in addition to any approval by the holders of any particular class or series of capital stock required by law or these Bylaws or the terms of any preferred stock of the Corporation). Notwithstanding the foregoing, until the earlier of a Listing and the consummation of an IPO, none of the provisions of Article V, Sections 6 or 7 of Article VIII, or this Article IX shall be repealed or amended in any manner that is materially adverse to any stockholder, unless such repeal or amendment shall have been approved by Supermajority Stockholder Approval.

ARTICLE X - CONFLICTS WITH CERTIFICATE OF INCORPORATION

Notwithstanding anything to the contrary contained in these Bylaws, to the extent that any provision set forth herein conflicts with or is inconsistent with any provision of the Certificate of Incorporation, the provision set forth in the Certificate of Incorporation shall take precedence and shall control, to the fullest extent permitted by applicable law.

[Remainder of page intentionally left blank]

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
NEW LINN INC.**

Under Section 242 of the Delaware Corporation Law

Pursuant to Section 242 of the Delaware Corporation Law of the State of Delaware, the undersigned officer of New LINN Inc., a Delaware corporation (the "Corporation") does hereby certify the following:

FIRST: The name of the Corporation is: New LINN Inc.

SECOND: The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of Delaware on July 11, 2018.

THIRD: The Certificate of Incorporation of the Corporation is hereby amended to effect a change in Article One thereof, relating to the name of the Corporation, accordingly Article One of the Certificate of Incorporation shall be amended to read in its entirety as follows:

"ARTICLE ONE

The name of the corporation is Linn Energy, Inc. (the "Corporation")."

FOURTH: The amendment to the Certificate of Incorporation of the Corporation effected hereby was approved by the board of directors of the Corporation and by written consent of the majority stockholders of the Corporation.

IN WITNESS WHEREOF, the undersigned affirms as true the foregoing under penalties of perjury, and has executed this Certificate this 25th day of July, 2018.

NEW LINN INC.

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