Table of Contents

As filed with the Securities and Exchange Commission on March 16, 2018

Registration No. 333-217550

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

POST-EFFECTIVE AMENDMENT NO. 1 ON FORM S-3 to FORM S-l REGISTRATION STATEMENT

UNDER
THE SECURITIES ACT OF 1933

LINN ENERGY, INC.

(Exact name of registrant as specified in its charter)

Delaware	1311	81-5366183
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

600 Travis St.
Houston, Texas 77002
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Candice J. Wells
Senior Vice President, General Counsel
and Corporate Secretary
Linn Energy, Inc.
600 Travis St.
Houston, Texas 77002
(281) 840-4000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Julian J. Seiguer
Kirkland & Ellis LLP
609 Main Street, Suite 4500
Houston, TX 77002
(713) 836-3786

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this registration statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☒

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

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

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☒

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if smaller reporting company)	Smaller reporting company	☐
		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 7(a)(2)(B) of the Securities Act. ☐

Table of Contents

PROSPECTUS

LINN ENERGY, INC.

44,731,906 Shares of Class A Common Stock

This prospectus relates to the offer and sale of 44,731,906 shares of our Class A common stock, par value $0.001 per share ("Common Stock") by the selling stockholders named in this prospectus or in a supplement hereto.

We are registering the offer and sale of the shares of Common Stock to satisfy registration rights we have granted to the selling stockholders pursuant to a registration rights agreement dated as of February 28, 2017 (the "Registration Rights Agreement"). We have agreed to bear all of the expenses incurred in connection with the registration of the shares of Common Stock covered by this prospectus. The selling stockholders will pay or assume brokerage commissions and similar charges, if any, incurred in the sale of shares of Common Stock.

We are not selling any shares of Common Stock under this prospectus and will not receive any proceeds from the sale of shares of Common Stock by the selling stockholders. The shares of Common Stock to which this prospectus relates may be offered and sold from time to time directly by the selling stockholders or alternatively through underwriters, broker dealers or agents. The selling stockholders will determine at what price they may sell the shares of Common Stock offered by this prospectus, and such sales may be made at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale, or at negotiated prices. For additional information on the methods of sale that may be used by the selling stockholders, see the section entitled "Plan of Distribution."

We may amend or supplement this prospectus from time to time by filing amendments or supplements as required. You should carefully read this prospectus and any prospectus supplement or amendment before you invest. You also should read the documents we have referred you to in the "Where You Can Find More Information" and the "Incorporation by Reference" sections of this prospectus for information about us and our financial statements.

Our Common Stock is quoted on the OTCQB Market ("OTCQB") under the symbol "LNGG." On March 15, 2018, the last reported sale price of Common Stock on OTCQB was $38.70 per share.

Investing in our Common Stock involves a high degree of risk. Before buying any shares of Common Stock, you should carefully read the discussion of material risks of investing in our Common Stock in "Risk Factors" beginning on page 4.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of the disclosures in the prospectus. Any representation to the contrary is a criminal offense.

Prospectus dated March 16, 2018

TABLE OF CONTENTS

This prospectus is part of a registration statement that we have filed with the Securities and Exchange Commission pursuant to which the selling stockholders named herein may, from time to time, offer and sell or otherwise dispose of the shares of Common Stock covered by this prospectus. You should not assume that the information contained in this prospectus is accurate on any date subsequent to the date set forth on the front cover of this prospectus or that any information we have incorporated by reference is correct on any date subsequent to the date of the document incorporated by reference, even though this prospectus is delivered or the shares of Common Stock are sold or otherwise disposed of on a later date. It is important for you to read and consider all information contained in this prospectus, including the documents incorporated by reference therein, in making your investment decision. You should also read and consider the information in the documents to which we have referred you under the caption "Where You Can Find More Information" in this prospectus.

We have not authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses we have prepared. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are not, and the selling stockholders are not, making an offer to sell these securities in any jurisdiction where an offer or sale is not permitted.

This prospectus contains forward-looking statements that are subject to a number of risks and uncertainties, many of which are beyond our control. Please read "Risk Factors" and "Forward-Looking Statements."

EXPLANATORY NOTE

On May 11, 2016, Linn Energy, LLC ("LINN"), certain of LINN's direct and indirect subsidiaries, and LinnCo, LLC (collectively with LINN and certain of its direct and indirect subsidiaries, the "Debtors") filed voluntary petitions for relief under Chapter 11 of the U.S. Bankruptcy Code (the "Bankruptcy Code") in the U.S. Bankruptcy Court for the Southern District of Texas ("Bankruptcy Court").

On January 27, 2017, the Bankruptcy Court entered the *Order Confirming (I) Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and Its Debtor Affiliates Other Than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC and (II) Amended Joint Chapter 11 Plan of Reorganization of Linn Acquisition Company, LLC and Berry Petroleum Company, LLC* (the "Confirmation Order"), which approved and confirmed the Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and its Debtor Affiliates Other Than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (the "Plan").

On February 28, 2017 (the "Effective Date"), the Plan became effective and the Debtors emerged from their Chapter 11 cases. As part of the transactions undertaken pursuant to the Plan, LINN's equity was cancelled and LINN transferred all of its assets and operations to Linn Energy, Inc. (the "Company"). As a result, the Company became the successor reporting company to LINN pursuant to Rule 15d-5 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The Company is not a successor of LINN for purposes of Delaware corporate law.

For more information on the events that occurred and the shares of Common Stock issued in connection with our emergence from bankruptcy, see our Current Report on Form 8-K that was filed with the Securities and Exchange Commission (the "SEC") on March 3, 2017.

On April 28, 2017, the Company filed with the SEC a registration statement on Form S-1 (File No. 333-217550), which was subsequently amended by Amendment No. 1 filed on September 26, 2017, and became effective on October 12, 2017. The registration statement was filed to satisfy registration rights the Company granted to the selling stockholders listed herein pursuant to the Registration Rights Agreement.

This Post-Effective Amendment No. 1 is being filed by the Company to convert the registration statement on Form S-1 into a registration statement on Form S-3. This Post-Effective Amendment No. 1 also contains an updated prospectus so that the information contained or incorporated therein is current as of the date of filing. Upon filing and automatic effectiveness, this registration statement replaces the prior registration statement.

All filing fees payable in connection with the registration of the Common Stock covered by this Post-Effective Amendment No. 1 were previously paid.

Unless otherwise noted or suggested by context, all financial information and data and accompanying financial statements and corresponding notes, as of and prior to the Effective Date, as contained in this prospectus or incorporated by reference, reflect the actual historical consolidated results of operations and financial condition of LINN for the periods presented and do not give effect to the Plan or any of the transactions contemplated thereby or the adoption of "fresh start" accounting. Accordingly, such financial information may not be representative of our performance or financial condition after the Effective Date. Except with respect to such historical financial information and data and accompanying financial statements and corresponding notes or as otherwise noted or suggested by the context, all other information contained in this prospectus relates to the Company following the Effective Date. The Company filed its Quarterly Report on Form 10-Q for the quarter ended March 31, 2017 on May 11, 2017, which reflected the adoption of "fresh start" accounting.

PROSPECTUS SUMMARY

This summary description about us and our business highlights selected information contained elsewhere in this prospectus or incorporated by reference into this prospectus. It does not contain all the information you should consider before making an investment decision. Important information is incorporated by reference into this prospectus. To understand this offering fully, you should read carefully the entire prospectus, including "Risk Factors."

When referring to Linn Energy, Inc. (formerly known as Linn Energy, LLC) (the "Company," "us," "our," "we," or similar expressions), the intent is to refer to Linn Energy, Inc., a Delaware corporation, and its consolidated subsidiaries as a whole or on an individual basis, depending on the context in which the statements are made. Linn Energy, Inc. is the successor issuer of Linn Energy, LLC pursuant to Rule 15d-5 of the Exchange Act.

Our Company

We are an independent oil and natural gas company engaged in the exploration, development and production of oil, natural gas and natural gas liquids ("NGL"). Our properties are located in the United States in the Hugoton Basin, east Texas and north Louisiana, Michigan/Illinois, the Mid-Continent, the Permian Basin and the Rockies.

We also own a 50% equity interest in Roan Resources LLC, which is focused on the accelerated development of the Merge/SCOOP/STACK play in Oklahoma.

Risk Factors

You should carefully consider the risks described under "Risk Factors" and elsewhere in this prospectus, any prospectus supplement or amendment, our most recent Annual Report on Form 10-K and our other filings with the SEC that are incorporated into this prospectus in evaluating an investment in our Common Stock. The described risks could materially and adversely affect our business, financial condition or results of operation. If any of the risks were to actually occur, they may materially harm our business and our financial condition and results of operations. In this event, the trading price of our Common Stock could decline and you could lose some or all of your investment.

Corporate Information

Our Common Stock is quoted on the OTCQB under the symbol LNGG. Our principal executive offices are located at 600 Travis Street, Houston, Texas 77002. The main telephone number is (281) 840-4000. Information contained on our website, www.linnenergy.com, does not constitute a part of this prospectus.

The Offering

Common Stock offered by the selling stockholders:	44,731,906 shares of Common Stock.
Shares outstanding prior to and after giving effect to this offering(1):	76,755,370 shares of Common Stock.
Use of proceeds:	We will not receive any of the proceeds from the sale of Common Stock by the selling stockholders.
Risk factors:	Investing in our Common Stock involves substantial risk. For a discussion of risks relating to us, our business and an investment in our Common Stock, see the risk factors described in "Item 1A – Risk Factors" contained in our Annual Report on Form 10-K for the year ended December 31, 2017, and all other information set forth in this prospectus before investing in our Common Stock.
OTCQB ticker symbol:	"LNGG"

(1) The number of shares to be outstanding is based on the number of shares outstanding as of March 14, 2018.

RISK FACTORS

An investment in our securities involves a high degree of risk. You should carefully consider all of the information set forth in this prospectus and the documents incorporated by reference herein, and in particular, the risks described in this prospectus, any prospectus supplement or amendment, our most recent Annual Report on Form 10-K and our other filings with the SEC that are incorporated into this prospectus. The risks described in any document incorporated by reference are not the only ones we face, but are considered to be the most material. There may be other unknown or unpredictable economic, business, competitive, regulatory or other factors that could have material adverse effects on our future results. If that occurs, the price of our Common Stock could decline materially and you could lose all or part of your investment. Past financial performance may not be a reliable indicator of future performance and historical trends should not be used to anticipate results or trends in future periods.

FORWARD-LOOKING STATEMENTS

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

- business strategy;
- acquisition and disposition strategy;
- financial strategy;
- plans to separate into three standalone companies;
- ability to comply with covenants under our revolving credit facility;
- effects of legal proceedings;
- drilling locations;
- oil, natural gas and NGL reserves;
- realized oil, natural gas and NGL prices;
- production volumes;
- capital expenditures;
- economic and competitive advantages;
- credit and capital market conditions;
- regulatory changes;
- lease operating expenses, general and administrative expenses and development costs;
- future operating results;
- plans, objectives, expectations and intentions; and
- taxes.

The forward-looking statements contained herein are largely based on Company expectations, which reflect estimates and assumptions made by Company management. These estimates and assumptions reflect management's best judgment based on currently known market conditions and other factors. Although the Company believes such estimates and assumptions to be reasonable, they are inherently uncertain and involve a number of risks and uncertainties beyond its control. In addition, management's assumptions may prove to be inaccurate. The Company cautions that the forward-looking statements contained herein are not guarantees of future performance, and it cannot assure any potential investor that such statements will be realized or the events will occur. Actual results may differ materially from those anticipated or implied in forward-looking statements due to factors set forth in "Risk Factors" and elsewhere herein. The forward-looking statements speak only as of the date made and, other than as required by law, the Company undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

USE OF PROCEEDS

All of the shares of Common Stock covered by this prospectus are being sold by the selling stockholders. See “Selling Stockholders.” We will not receive any proceeds from these sales of our Common Stock.

DETERMINATION OF OFFERING PRICE

The selling stockholders will determine at what price they may sell the shares of Common Stock offered by this prospectus, and such sales may be made at fixed prices, prevailing market prices at the time of the sale, varying prices determined at the time of sale, or negotiated prices.

MARKET FOR THE SECURITIES

Our Common Stock is quoted on OTCQB under the symbol "LNGG" and has been trading since April 10, 2017. No established public trading market existed for our Common Stock prior to April 10, 2017. From May 24, 2016 through February 28, 2017, our predecessor's units were listed on the OTC Markets Group Inc.'s Pink marketplace under the trading symbol "LINEQ." Prior to May 24, 2016, our predecessor's units were listed on the NASDAQ Global Select Market ("NASDAQ"). The following table sets forth the range of high and low last reported sales prices per share of the Company and per unit of our predecessor, as reported by the OTCQB, the OTC Markets Group Inc.'s Pink marketplace, or NASDAQ, for the periods indicated.

	Share/Unit Price Range	
Period	High	Low
2018:		
January 1 - March 31 (through March 15)	$43.00	$38.25
2017:		
October 1 - December 31	$40.25	$36.50
July 1 - September 30	$37.10	$31.35
April 10 - June 30	$31.65	$26.28
January 1 - February 28	$ 0.14	$ 0.09
2016:		
October 1 - December 31	$ 0.34	$ 0.05
July 1 - September 30	$ 0.10	$ 0.05
April 1 - June 30	$ 0.48	$ 0.08
January 1 - March 31	$ 1.95	$ 0.33

The closing price of our Common Stock on OTCQB on March 15, 2018 was $38.70. Over-the-counter market quotations included herein reflect inter-dealer prices, without retail mark-up, mark-down or commission and may not necessarily represent actual transactions. As of March 14, 2018, we had 76,755,370 shares of Common Stock outstanding. As of March 14, 2018, we had 31 record holders of Common Stock based on information provided by our transfer agent.

DIVIDEND POLICY

We are not currently paying a cash dividend; however, our board of directors periodically reviews our liquidity position to evaluate whether or not to pay a cash dividend. Any future dividend payments will be restricted by the terms of the agreement governing our revolving credit facility.

SELLING STOCKHOLDERS

This prospectus covers the offering for resale of up to an aggregate of 44,731,906 shares of Common Stock that may be offered and sold from time to time under this prospectus by the selling stockholders identified below, subject to any appropriate adjustment as a result of any stock dividend, stock split or distribution, or in connection with a combination of shares, and any security into which such shares of Common Stock shall have been converted or exchanged in connection with a recapitalization, reorganization, reclassification, merger, consolidation, exchange, distribution or otherwise.

The selling stockholders acquired the shares of Common Stock offered hereby either in connection with our emergence from bankruptcy on February 28, 2017 or in open market purchases. On February 28, 2017, we entered into the Registration Rights Agreement with the selling stockholders pursuant to which we were obligated to prepare and file a registration statement to permit the resale of certain shares of Common Stock held by the selling stockholders from time to time as permitted by Rule 415 promulgated under the Securities Act of 1933, as amended (the "Securities Act").

We have prepared the table, the paragraph immediately following this paragraph, and the related notes based on information supplied to us by the selling stockholders and such information is as of March 14, 2018 (except as otherwise noted). We have not sought to verify such information. We believe, based on information supplied by the selling stockholders, that except as may otherwise be indicated in the footnotes to the table below, the selling stockholders have sole voting and dispositive power with respect to the shares of Common Stock reported as beneficially owned by them. Because the selling stockholders identified in the table may sell some or all of the shares of Common Stock owned by them which are included in this prospectus, and because there are currently no agreements, arrangements or understandings with respect to the sale of any of the shares of Common Stock, no estimate can be given as to the number of the shares of Common Stock available for resale hereby that will be held by the selling stockholders upon termination of this offering. In addition, the selling stockholders may have sold, transferred or otherwise disposed of, or may sell, transfer or otherwise dispose of, at any time and from time to time, the shares of Common Stock they hold in transactions exempt from the registration requirements of the Securities Act after the date on which the selling stockholders provided the information set forth on the table below. We have, therefore, assumed for the purposes of the following table, that the selling stockholders will sell all of the shares of Common Stock beneficially owned by them that is covered by this prospectus. The selling stockholders are not obligated to sell any of the shares of Common Stock offered by this prospectus. The percent of beneficial ownership for the selling security holders is based on 76,755,370 shares of Common Stock outstanding as of March 14, 2018.

Certain selling stockholders are affiliates of broker-dealers (but are not themselves broker-dealers). Each of these broker-dealer affiliates purchased the securities identified in the table as beneficially owned by it in the ordinary course of business and, at the time of that purchase, had no agreements or understandings, directly or indirectly, with any person to distribute those securities. These broker-dealer affiliates did not receive the securities to be sold in the offering as underwriting compensation.

	Shares of Common Stock Beneficially Owned Prior to the Offering(1)		Shares of Common Stock Offered Hereby	Shares of Common Stock Beneficially Owned After Completion of the Offering(2)	
	Number	Percentage		Number	Percentage
Selling stockholders:				—	—
AllianceBernstein funds(3)	29,058	*	29,058	—	—
Ares funds(4)	640,472	*	640,472	—	—
Centerbridge funds(5)	1,186,601	1.5%	1,186,601	—	—
dbX-Event Driven 2 Fund(6)	449	*	449	—	—
Elliott funds(7)	15,794,132	20.6%	15,794,132	—	—
Finepoint Capital funds(8)	1,622,138	2.1%	1,622,138	—	—
Fir Tree funds(9)	14,712,070	19.2%	14,712,070	—	—
Marathon funds(10)	209,479	*	209,479	—	—
Certain funds and accounts managed by Nomura Corporate Research and Asset Management Inc.(11)	127,469	*	127,469	—	—
PSAM funds(12)	2,067,281	2.7%	2,067,281	—	—
York Capital funds(13)	8,342,757	10.9%	8,342,757	—	—

* Less than 1%.

(1) The amounts and percentages of Common Stock beneficially owned are reported on the basis of regulations of the SEC governing the determination of beneficial ownership of securities. Under the rules of the SEC, a person is deemed to be a "beneficial owner" of a security if that person has or shares voting power, which includes the power to vote or direct the voting of such security, or investment power, which includes the power to dispose of or to direct the disposition of such security. Under these rules, more than one person may be deemed to be a beneficial owner of the same securities, and a person may be deemed to be a beneficial owner of securities as to which such person has no economic interest.

(2) Assumes the selling stockholders do not acquire beneficial ownership of any additional shares of our Common Stock.

(3) Consists of (i) 88 shares owned by AB Bond Fund Inc. – AB High Yield Portfolio, (ii) 766 shares owned by AB Collective Investment Trust Series – AB US High Yield Collective Trust, (iii) 18,770 shares owned by AB FCP I – Global High Yield Portfolio, (iv) 6,977 shares owned by AB High Income Fund Inc., (v) 274 shares owned by AB SICA V I – US High Yield Portfolio, (vi) 213 shares owned by All Market Total Return Portfolio, (vii) 1,450 shares owned by AllianceBernstein Global High Income Fund, Inc. and (viii) 520 shares owned by Teacher's Retirement System of Louisiana (collectively, the "AllianceBernstein funds"). AllianceBernstein L.P. has voting and investment power with respect to the Common Stock owned by the foregoing entities and may be deemed to be the beneficial owner of the shares of Common Stock owned by the AllianceBernstein funds.

(4) Consists of (i) 37,583 shares owned by Ares HYS IV Cayman AIV, Ltd., (ii) 7,083 shares owned by Ares Institutional Credit Fund LP, (iii) 29,451 shares owned by Goldman Sachs Trust II – Goldman Sachs Multi-Manager Alternatives Fund, (iv) 17,633 shares owned by Goldman Sachs Trust II – Goldman Sachs Multi-Manager Non-Core Fixed Income Fund, (v) 56,409 shares owned by ICF II CAYMAN AIV, LTD., (vi) 99,544 shares owned by ICF VI CAYMAN AIV, LTD., (vii) 43,225 shares owned by ICF VII CAYMAN AIV, LTD., (viii) 78,761 shares owned by Kaiser Foundation Hospitals, (ix) 46,818 shares owned by Kaiser Permanente Group Trust, (x) 46,729 shares owned by SEI Global Master Fund PLC – The SEI High Yield Fixed Income Fund, (xi) 96,071 shares owned by SEI Institutional Investments Trust – High Yield Bond Fund, (xii) 75,853 shares owned by SEI Institutional Managed Trust – High Yield Bond Fund

and (xiii) 5,312 shares owned by Touchstone Credit Opportunities Fund. Ares Management LLC, an SEC registered investment adviser, and John Leupp, an individual employed by Ares Management LLC as a portfolio manager, have voting and investment power with respect to the Common Stock owned by the foregoing entities. Accordingly, each of Ares Management LLC and Mr. Leupp may be deemed to be the beneficial owner of the foregoing shares of Common Stock.

(5) Consists of (i) 194,412 shares owned by Centerbridge Special Credit Partners III AIV III, L.P. and (ii) 992,189 shares owned by Centerbridge Credit Partners Master AIV IV, L.P. (collectively, the "Centerbridge funds"). Centerbridge Special Credit Partners General Partner III, L.P. is the general partner of Centerbridge Special Credit Partners III AIV III, L.P. CSCP III Cayman GP Ltd. is the general partner of Centerbridge Special Credit Partners General Partner III, L.P. CSCP III Cayman GP Ltd. and Centerbridge Special Credit Partners General Partner III, L.P. share the power to vote and invest the Common Stock held by Centerbridge Special Credit Partners III AIV III, L.P. Mark T. Gallogly and Jeffrey H. Aronson, indirectly, through various intermediate entities, control each of Centerbridge Special Credit Partners III AIV III, L.P. and Centerbridge Credit Partners Master AIV IV, L.P. Each of Centerbridge Special Credit Partners General Partner III, L.P., CSCP III Cayman GP Ltd., Mr. Gallogly and Mr. Aronson disclaims beneficial ownership of such securities.

(6) Deutsche International Custodial Services Limited is trustee of dbX-Event Driven 2 Fund. Deutsche International Corporate Services Limited, as manager, has voting authority and investment control over the Common Stock owned by dbX-Event Driven 2 Fund. Any two of the following individuals (acting jointly) are authorized to act on behalf of Deutsche International Corporate Services Limited in respect of the foregoing shares: Chris Carter, Carl McConnell, Richard Marland, Bastian Hertstein, Carol Jones and Jonathan Manning.

(7) Consists of (i) 26,513 shares owned by Elliott Associates, L.P. ("Elliott Associates"), (ii) 5,027,660 shares owned by The Liverpool Limited Partnership ("Liverpool") and (iii) 10,739,959 shares owned by Spraberry Investments Inc. ("Spraberry," and collectively with Elliot Associates and Liverpool, the "Elliot funds"). The information in this footnote 7 was supplied to us by the Elliot funds and such information is as of March 14, 2018. The sole limited partner of Liverpool is Elliott Associates. Spraberry is an indirect subsidiary of Elliott International, L.P. ("Elliott LP"). Elliott International Capital Advisors Inc. is the investment manager of Elliott LP ("Elliott IM") and is regulated by the SEC as an investment advisor. Elliott IM has voting and investment power with respect to the shares held by Spraberry and may be deemed to be the beneficial owner thereof. The sole limited partner of Elliott LP is Elliott International Limited. There is no single shareholder of Elliott International Limited holding shares equal to 10% or more of its total capital. Each of Elliot Advisors GP LLC, Elliott Capital Advisors, L.P. and Elliott Special GP, LLC, is a general partner of Elliott Associates and is regulated by the SEC as an investment advisor. Each of Elliot Advisors GP LLC, Elliott Capital Advisors, L.P. and Elliott Special GP, LLC has voting and investment power with respect to the shares held by Elliott Associates and may be deemed to be the beneficial owner thereof. There is no single limited partner of Elliott Associates holding limited partnership interests equal to 10% or more of its total capital. Andrew Taylor, a member of the investment team of Elliott Management Corporation, an affiliate of the Elliott funds, currently serves on the board of directors of the Company.

(8) Consists of (i) 794,724 shares owned by Finepoint Capital Partners I, L.P. and (ii) 827,414 shares owned by Finepoint Capital Partners II, L.P. Herbert Wagner controls the ultimate General Partner of Finepoint Capital Partners I, L.P. and Finepoint Capital Partners II, L.P., which has voting and investment power with respect to the Common Stock owned by Finepoint Capital Partners I, L.P. and Finepoint Capital Partners II, L.P., respectively. Accordingly, Mr. Wagner may be deemed to be the beneficial owner of the foregoing shares of Common Stock.

(9) Consists of (i) 548,558 shares owned by Fir Tree Capital Opportunity Master Fund III, L.P., (ii) 1,826,728 shares owned by Fir Tree Capital Opportunity Master Fund, L.P., (iii) 9,968,920 shares owned by Fir Tree E&P Holdings VI, LLC, (iv) 1,150,589 shares owned by FT SOF IV Holdings, LLC and (v) 1,217,275 shares owned by FT SOF V Holdings, LLC (collectively, the "Fir Tree funds"). Fir Tree Capital Management LP ("FTCM") (f/k/a Fir Tree Inc.) is the investment manager for the Fir Tree funds. Jeffrey Tannenbaum, David Sultan and Clinton Biondo control FTCM. Each of FTCM, Messrs. Tannenbaum, Sultan and Biondo has voting and investment power with respect to the shares of Common Stock owned by

the Fir Tree funds and may be deemed to be the beneficial owner of such shares. Evan S. Lederman is Chairman of our board of directors and a managing director of FTCM. Mr. Lederman does not have voting and investment power with respect to the shares of Common Stock owned by the Fir Tree funds in his capacity as managing director of FTCM.

(10) Consists of (i) 25,282 shares owned by TRS Credit Fund LP, (ii) 15,897 shares owned by Marathon Bluegrass Credit Fund LP, (iii) 44,462 shares owned by Marathon Centre Street Partnership LP, (iv) 16,800 shares owned by Marathon Credit Dislocation Fund LP, (v) 92,564 shares owned by Marathon Special Opportunity Master Fund Ltd., (vi) 8,126 shares owned by Master SIF SICA V-SIF and (vii) 6,348 shares owned by Penteli Master Fund Ltd. Louis Hanover, as Chief Investment Officer and Investment Manager, has voting and investment power with respect to the Common Stock owned by the foregoing entities. Accordingly, Mr. Hanover may be deemed to be the beneficial owner of the foregoing shares of Common Stock.

(11) Nomura Corporate Research and Asset Management Inc. ("NCRAM") is the investment adviser to various investment companies registered under the Investment Company Act of 1940 and other pooled investment funds and accounts. When an investment management agreement (including a sub-advisory agreement) delegates to NCRAM investment discretion or voting power over the securities held in the investment advisory accounts that are subject to that agreement, NCRAM considers itself to have sole investment discretion or voting authority, as the case may be, unless the agreement specifies otherwise. Accordingly, NCRAM reports for purposes of section 13(d) of the Exchange Act that it has sole investment discretion and voting authority over the securities covered by any such investment management agreement, unless otherwise specifically noted. The address of NCRAM is 309 W. 49th Street, Worldwide Plaza, New York, New York 10019. NCRAM disclaims beneficial ownership of the shares.

(12) Consists of (i) 760,518 shares owned by Alphas Managed Accs Platform Ltd-Global Event UCITS Seg Prt, (ii) 40,812 shares owned by HFR ED Global Master Trust Ltd, (iii) 81,550 shares owned by Managed Account / PSAM Worldarb Fund Ltd, (iv) 1,094,118 shares owned by PSAM Worldarb Master Fund Ltd and (v) 90,283 shares owned by Rebound Portfolio Ltd. P (collectively, the "PSAM funds"). P. Schoenfeld Asset Management LP, as Investment Advisor, has voting and investment power with respect to the Common Stock owned by the foregoing entities. Accordingly, P. Schoenfeld Asset Management LP may be deemed to have beneficial ownership of the foregoing shares of Common Stock. Philip Brown, a partner of P. Schoenfeld Asset Management, and affiliate of the PSAM funds, currently serves on the board of directors of the Company.

(13) Consists of (i) 1,272,896 shares owned by York Capital Management, L.P., (ii) 2,788,317 shares owned by York Credit Opportunities Investments Master Fund, L.P., (iii) 2,188,884 shares owned by York Credit Opportunities Fund, L.P., (iv) 1,779,012 shares owned by York Multi-Strategy Master Fund, L.P., (v) 109,603 shares owned by Exuma Capital, L.P., (vi) 278,587 shares owned by York Select Strategy Master Fund, L.P. and (vii) 35,061 shares owned by Jorvik Multi-Strategy Master Fund, L.P. (collectively, the "York Capital funds"). York Capital Management Global Advisors, LLC ("YCMGA") is the senior managing member of the general partner of each of the York Capital funds. James G. Dinan is the chairman of, and controls, YCMGA. Each of YCMGA and Mr. Dinan has voting and investment power with respect to the shares owned by each of the York Capital funds and may be deemed to be beneficial owners thereof. Each of YCMGA and Mr. Dinan disclaim beneficial ownership of such shares except to the extent of their pecuniary interests therein. Matthew W. Bonanno, a partner of YCMGA, currently serves on the board of directors of the Company.

PLAN OF DISTRIBUTION

As of the date of this prospectus, we have not been advised by the selling stockholders as to any plan of distribution. Distributions of the shares of Common Stock by the selling stockholders, or by their partners, pledgees, donees (including charitable organizations), transferees or other successors in interest, may from time to time be offered for sale either directly by such individual, or through underwriters, dealers or agents or on any exchange on which Common Stock may from time to time be traded, in the over-the-counter market, or in independently negotiated transactions or otherwise. The methods by which the shares of Common Stock may be sold include:

- privately negotiated transactions;
- underwritten transactions;
- exchange distributions and/or secondary distributions;
- sales in the over-the-counter market;
- ordinary brokerage transactions and transactions in which the broker solicits purchasers;
- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- a block trade (which may involve crosses) in which the broker or dealer so engaged will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker or dealer as principal and resale by such broker or dealer for its own account pursuant to this prospectus;
- short sales;
- through the writing of options on the shares, whether or not the options are listed on an options exchange;
- through the distributions of the shares by any selling stockholder to its partners, members or stockholders;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling stockholders may also sell shares of Common Stock under Rule 144 under the Securities Act, in each case if available, rather than under this prospectus.

Such transactions may be effected by the selling stockholders at market prices prevailing at the time of sale or at negotiated prices. The selling stockholders may effect such transactions by selling the securities to underwriters or to or through broker-dealers, and such underwriters or broker-dealers may receive compensation in the form of discounts or commissions from the selling stockholders and may receive commissions from the purchasers of the securities for whom they may act as agent. The selling stockholders may agree to indemnify any underwriter, broker-dealer or agent that participates in transactions involving sales of the shares of Common Stock against certain liabilities, including liabilities arising under the Securities Act. We have agreed to register the shares of Common Stock for sale under the Securities Act and to indemnify the selling stockholders and each person who participates as an underwriter in the offering of the shares of Common Stock against certain civil liabilities, including certain liabilities under the Securities Act.

In connection with sales of the securities under this prospectus, the selling stockholders may enter into hedging transactions with broker-dealers, who may in turn engage in short sales of the securities in the course of hedging the positions they assume. The selling stockholders also may sell securities short and deliver them to close their short positions, or loan or pledge the securities to broker-dealers that in turn may sell them.

The selling stockholders may from time to time pledge or grant a security interest in some or all of the shares of Common Stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell Common Stock from time to time under this prospectus, or under an amendment to this prospectus under Rule 424 or other applicable provision of the Securities Act amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus.

There can be no assurances that the selling stockholders will sell any or all of the securities offered under this prospectus.

DESCRIPTION OF COMMON STOCK

Authorized Capitalization

The Company's authorized capital stock consists of 300,000,000 shares, which include 270,000,000 shares of Common Stock and 30,000,000 shares of preferred stock, par value $0.001 per share.

Common Stock

Dividends

Subject to the rights granted to any holders of preferred stock, holders of the shares of Common Stock will be entitled to dividends in the amounts and at the times declared by the Company's board of directors (the "Board") in its discretion out of any assets or funds of the Company legally available for the payment of dividends.

Voting

Each holder of shares of the shares of Common Stock is entitled to one vote for each share of Common Stock on all matters presented to the stockholders of the Company (including the election of directors). There are no cumulative voting rights for the election of directors, which means that the holders of a majority of the shares of Common Stock will be entitled to elect all of the Company's directors, unless the number of nominees for director exceeds the number of directors to be elected, in which case, the directors will be elected by a plurality of the shares represented in person or by proxy and entitled to vote on the election of directors. Notwithstanding the foregoing, J.P. Morgan Securities LLC and its affiliates, collectively, shall not be entitled to vote, directly or indirectly, any shares of Common Stock or other equity securities of the Company representing, in the aggregate, greater than 4.99% of the total combined voting power of any class of equity securities of the Company entitled to vote on any matter.

Preemptive Rights

Any holder of at least 2.0% of our Common Stock (as of a record date to be determined by the Board) has a preemptive right to purchase its pro rata share of any new equity securities we or any of our subsidiaries proposes to issue, including Common Stock or any other equity securities, or securities exchangeable for, convertible into, or exercisable for the forgoing. The preemptive rights are subject to certain exceptions, including new equity securities issued (i) to any employees, officers, directors or consultants pursuant to any equity-based compensation or incentive plan approved by the Board or included in the Company's Plan, (ii) in connection with any stock split, payment of dividends or any similar recapitalization approved by the Board, (iii) as consideration in any business combination, consolidation, merger or acquisition transaction or joint venture involving the Company or any of its subsidiaries, (iv) as a bona fide equity kicker to one or more persons to whom the Company or any of its subsidiaries is becoming indebted in connection with the incurrence of such indebtedness approved by the Board so long as none of such persons are affiliates of the Company 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 terms at least as favorable to the Company (or any subsidiary) as could reasonably be obtained from an independent third party, and (v) to the Company or a direct or indirect wholly owned subsidiary of the Company.

Tag-Along Rights

Prior to the Company's listing on a national security exchange or initial public offering, in the event a stockholder proposes to transfer 30% or more of the then-outstanding Common Stock in a private transaction, then each stockholder holding at least 2.0% of the then-outstanding Common Stock shall have tag-along rights with respect to the proposed transaction.

Other Rights

The shares of Common Stock are not convertible, redeemable, assessable or entitled to the benefits of any sinking or repurchase fund. The rights, preferences and privileges of holders of the shares of Common Stock will be subject to those of the holders of any shares of preferred stock that the Company may issue in the future.

Under the terms of the certificate of incorporation and the bylaws, the Company is prohibited from issuing any non-voting equity securities to the extent required under Section 1123(a)(6) of the Bankruptcy Code and only for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Company.

Directors

The Board shall consist of one or more directors, and is currently comprised of six directors. The number of directors may be fixed from time to time by a resolution adopted by the Board. Each director to be elected by stockholders shall be determined by a plurality of the votes cast. There is no cumulative voting in the election of directors. Directors may be removed, with or without cause, by a majority vote of our voting stock.

All directors will be in one class and serve for a term ending at the annual meeting following the annual meeting at which the director was elected.

Limitation of Liability of Directors

The certificate of incorporation provides that no director shall be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director to the fullest extent permitted by the Delaware General Corporation Law ("DGCL"). The effect of this provision is to eliminate the Company's and its stockholders' rights, through stockholders' derivative suits on the Company's behalf, to recover monetary damages against a director for a breach of fiduciary duty as a director.

The Company may purchase insurance on behalf of any officer, director, employee or other agent for any liability arising out of that person's actions as our officer, director, employee or agent, regardless of whether Delaware law would permit indemnification. In connection with our emergence from bankruptcy, we have entered into indemnity agreements with each of our directors and officers. These agreements require us to indemnify these individuals to the fullest extent permitted under Delaware law against liability that may arise by reason of their service to us, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified.

Section 102 of the DGCL allows a corporation to eliminate the personal liability of directors of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of the DGCL or obtained an improper personal benefit.

Section 145 of the DGCL provides, among other things, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, agent or employee of the corporation or is or was serving at the corporation's request as a director, officer, agent, or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding. The power to indemnify applies (a) if such person is successful on the merits or otherwise in defense of any action, suit or proceeding, or (b) if such person acted in good faith and in a manner he or she reasonably believed to be in the best interest, or

not opposed to the best interest, of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The power to indemnify applies to actions brought by or in the right of the corporation as well, but only to the extent of defense expenses (including attorneys' fees but excluding amounts paid in settlement) actually and reasonably incurred and not to any satisfaction of judgment or settlement of the claim itself, and with the further limitation that in such actions no indemnification shall be made in the event of any adjudication of negligence or misconduct in the performance of his or her duties to the corporation, unless the court believes that in the light of all the circumstances indemnification should apply.

Section 174 of the DGCL provides, among other things, that a director, who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption, may be held liable for such actions. A director who was either absent when the unlawful actions were approved or dissented at the time may avoid liability by causing his or her dissent to such actions to be entered in the books containing the minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

Anti-Takeover Provisions of the Certificate of Incorporation, the Bylaws and the DGCL

The certificate of incorporation, the bylaws and the DGCL contain provisions that may have some anti-takeover effects and may delay, defer or prevent a takeover attempt or a removal of the Company's incumbent officers or directors that a stockholder might consider in his, her or its best interest, including those attempts that might result in a premium over the market price for shares held by the stockholders.

Preferred Stock

The Board is empowered, without further vote or action by the stockholders (except as may otherwise be provided by the terms of any class or series of then-outstanding preferred stock), to (i) authorize the issuance of preferred stock in one or more classes or series, (ii) determine the designations and the powers, preferences, rights, qualifications, limitations and restrictions thereof, (iii) divide at its option such preferred stock into classes or series, (iv) determine variations, if any, between any classes or series so established, and (v) increase or decrease the number of shares of any such class or series to the extent permitted by law.

The issuance of preferred stock may have the effect of delaying, deferring or preventing a change in control of the Company without further action by the stockholders and may adversely affect the voting and other rights of the holders of the shares of Common Stock.

Calling of Special Meeting of Stockholders

Stockholders are only permitted to call a special meeting upon a written request of holders of record of at least the majority of the voting power of the outstanding capital stock of the Company.

Amendment of the Bylaws

Under the DGCL, the power to adopt, amend or repeal bylaws is conferred upon the stockholders. A corporation may, however, in its certificate of incorporation also confer upon the board of directors the power to adopt, amend or repeal its bylaws. The Company's certificate of incorporation and the bylaws grant to the Board the power to adopt, amend, restate or repeal the Bylaws, provided that until the earlier of a listing of the capital stock on a national exchange and the consummation of an initial public offering, none of the provisions regarding information rights, affiliate transactions, transactions requiring stockholder approval, or amendments to the Bylaws 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 66 2/3% of Common Stock.

Other Limitations on Stockholder Actions

Advance notice is required for stockholders to nominate directors or to submit proposals for consideration at meetings of stockholders.

Newly Created Directorships and Vacancies on the Board

Under the Bylaws, any vacancies on the Board for any reason and any newly created directorships resulting from any increase in the number of directors may be filled solely by the Board upon a vote of a majority of the remaining directors then in office, even if they constitute less than a quorum of the Board or by a sole remaining director, or by a majority vote of Common Stock, at either a special meeting of the stockholders or by written consent.

No Cumulative Voting

The stockholders do not have the right to cumulate votes, as discussed further under "Common Stock – Voting."

Section 203 of the DGCL

Before the Effective Date, the limited liability company agreement of the Company's predecessor provided that the predecessor was subject to Section 203 of the DGCL. As of the Effective Date, the Company elected in its certificate of incorporation to not be subject to Section 203, which election will become effective 12 months after the Effective Date and would not apply to a "business combination" (as defined below) with a person who became an "interested stockholder" (as defined below) prior to the Effective Date.

In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a "business combination" (as defined below) with an "interested stockholder" (as defined below) for a three-year period following the time that such stockholder becomes an interested stockholder, unless the business combination is approved in a prescribed manner. A "business combination" includes, among other things, a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. An "interested stockholder" is a person who, together with affiliates and associates, owns, or did own within three years prior to the determination of interested stockholder status, 15% or more of the corporation's outstanding voting stock. Under Section 203, a business combination between a corporation and an interested stockholder is prohibited unless it satisfies one of the following conditions:

- before the stockholder became interested, the board of directors approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding, shares owned by persons who are directors and also officers, and employee stock plans, in some instances; or
- at or after the time the stockholder became interested, the business combination is approved by the board of directors of the corporation and authorized at an annual or special meeting of the stockholders by the affirmative vote of at least two-thirds of the outstanding voting stock that is not owned by the interested stockholder.

Exclusive Forum

The certificate of incorporation provides that, unless the Company consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery shall not have jurisdiction, another state court located within the state of Delaware, or if no such state court shall have

jurisdiction, the federal district court for the District of Delaware) will be, to the fullest extent permitted by law, the exclusive forum for (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Company to the Company or the Company's stockholders, (iii) any action asserting a claim against the Company, its directors, officers or employees arising pursuant to any provision of the DGCL or this certificate of incorporation or the bylaws of the Company, or (iv) any action asserting a claim against the Company, its directors, officers or employees governed by the internal affairs doctrine. Any person or entity purchasing or otherwise holding any interest in shares of capital stock of the Company will be deemed to have notice of and consented to the foregoing forum selection provisions.

Transfer Agent and Registrar

Our transfer agent and registrar of Common Stock is American Stock Transfer & Trust Company, LLC.

LEGAL MATTERS

Certain legal matters in connection with our Common Stock offered hereby will be passed upon for us by Kirkland & Ellis LLP, Houston, Texas.

EXPERTS

The consolidated financial statements of Linn Energy, Inc. and its subsidiaries (the "Company"), as of December 31, 2017 (Successor) and 2016 (Predecessor), and for the ten months ended December 31, 2017 (Successor), the two months ended February 28, 2017 and for the years ended December 31, 2016 and 2015 (Predecessor), and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2017, have been incorporated by reference herein and in the registration statement in reliance upon the reports of KPMG LLP, an independent registered public accounting firm, and upon the authority of said firm as experts in auditing and accounting. The audit report covering the December 31, 2017 on the consolidated financial statements refers to a change in the basis of presentation for Linn Energy, Inc.'s emergence from bankruptcy.

Certain estimates of our net oil and natural gas reserves and related information included or incorporated by reference in this prospectus have been derived from reports prepared by DeGolyer and MacNaughton. All such information has been so included or incorporated by reference on the authority of such firm as experts regarding the matters contained in its reports.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-3 regarding our Common Stock. This prospectus does not contain all of the information found in the registration statement. For further information regarding us and the shares of Common Stock offered by this prospectus, you may desire to review the full registration statement, including its exhibits and schedules, filed under the Securities Act. The registration statement of which this prospectus forms a part, including its exhibits and schedules, may be inspected and copied at the public reference room maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. Copies of the materials may also be obtained from the SEC at prescribed rates by writing to the public reference room maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the public reference room by calling the SEC at 1-800-SEC-0330.

The SEC maintains a website on the internet at www.sec.gov. Our registration statement, of which this prospectus constitutes a part, can be downloaded from the SEC's website.

We file with or furnish to the SEC periodic reports and other information. These reports and other information may be inspected and copied at the public reference facilities maintained by the SEC or obtained from the SEC's website as provided above. Our website on the Internet is located at www.linnenergy.com and we make our periodic reports and other information filed with or furnished to the SEC available, free of charge, through our website, as soon as reasonably practicable after those reports and other information are electronically filed with or furnished to the SEC. Information on our website or any other website is not incorporated by reference into this prospectus and does not constitute a part of this prospectus.

We furnish or make available to our stockholders annual reports containing our audited financial statements and furnish or make available to our stockholders quarterly reports containing our unaudited interim financial information, including the information required by Form 10-Q, for the first three fiscal quarters of each fiscal year.

INCORPORATION BY REFERENCE

The SEC allows us to "incorporate by reference" into this prospectus the information we file with it, which means that we can disclose important information to you by referring you to those documents. Information incorporated by reference is considered to be part of this prospectus, except for any information that is superseded by information included directly in this prospectus. Any statement contained in this prospectus or any prospectus supplement or amendment or a document incorporated by reference in this prospectus or in any prospectus supplement or amendment will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or in any other subsequently filed document that is incorporated by reference in this prospectus modifies or superseded the statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We incorporate by reference the documents listed below (excluding any portions of such documents that have been "furnished" but not "filed" for purposes of the Exchange Act):

- our Annual Report on Form 10-K for the year ended December 31, 2017, filed on February 27, 2018; and
- our Current Reports on Form 8-K filed on January 16, 2018 and March 14, 2018.

We also incorporate by reference into this prospectus additional documents that we may file with the SEC under Section 13(a), 13(c) or 15(d) of the Exchange Act from the date of this prospectus until all offerings under this registration statement are completed or terminated. These documents may include Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K.

We will provide a copy of any and all of the information that is incorporated by reference in this prospectus to any person, including a beneficial owner, to whom a prospectus is delivered, without charge, upon written or oral request. You may obtain a copy of these filings by writing or telephoning:

Candice J. Wells
Linn Energy, Inc.
600 Travis Street
Houston, Texas 77002
(281) 840-4000

PART II INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

Set forth below are the expenses expected to be incurred in connection with the issuance and distribution of the securities registered hereby and payable by us. With the exception of the SEC registration fee, the amounts set forth below are estimates.

	Amount
SEC registration fee	$ 211,425
Printing and engraving expenses	$ 40,000
Fees and expenses of legal counsel	$ 75,000
Accounting fees and expenses	$ 10,000
Transfer agent and registrar fees	$ 50,000
Miscellaneous	$ 50,000
Total	$ 436,425

Item 15. Indemnification of Directors and Officers.

Section 145(a) of the DGCL provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the corporation), because he or she is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 145(b) of the DGCL provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor because the person is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made with respect to any claim, issue, or matter as to which he or she shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, he or she is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or other adjudicating court shall deem proper.

Section 145(e) of the DGCL provides that expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized by Section 145 of the DGCL. Section 145(e) of the DGCL further provides that such expenses (including attorneys' fees) incurred by former directors and officers or other employees or agents of the corporation may be so paid upon such terms and conditions as the corporation deems appropriate.

Section 145(g) of the DGCL provides, in general, that a corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify the person against such liability under Section 145 of the DGCL.

The Company's bylaws provide that the Company will indemnify and hold harmless, to the fullest extent permitted by the DGCL, any person who was or is made or is threatened to be made a party or is otherwise involved in any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was one of the Company's directors or officers or is or was serving at the Company's request as a director or officer of another corporation, partnership, joint venture, trust or other enterprise. The Company's amended and restated certificate of incorporation further provide for the advancement of expenses to each of its officers and directors.

The Company's amended and restated certificate of incorporation provides that, to the fullest extent permitted by the DGCL, the Company's directors shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director. Under Section 102(b)(7) of the DGCL, the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty can be limited or eliminated except (1) for any breach of the director's duty of loyalty to the corporation or its stockholders; (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (3) under Section 174 of the DGCL (relating to unlawful payment of dividend or unlawful stock purchase or redemption); or (4) for any transaction from which the director derived an improper personal benefit.

The Company also maintains a general liability insurance policy which covers certain liabilities of directors and officers of the Company arising out of claims based on acts or omissions in their capacities as directors or officers, whether or not the Company would have the power to indemnify such person against such liability under the DGCL or the provisions of the Company's certificate of incorporation.

The Company has also entered into indemnity agreements with each of the Company's directors and executive officers. These agreements provide that the Company will indemnify each of its directors and such officers to the fullest extent permitted by law and by the Company's certificate of incorporation or bylaws.

Item 16. Exhibits and Financial Statement Schedules.

Reference is made to the Exhibit Index immediately preceding the signature pages hereto, which Exhibit Index is hereby incorporated by reference into this item.

Item 17. Undertakings.

The undersigned registrant hereby undertakes:

(a) to file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from

the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement;

provided, however, that paragraphs (i), (ii) and (iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Securities and Exchange Commission by the registrants pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement or is contained in the form of a prospectus filed pursuant to Rule 424(b) that is part of the registration statement;

(b) that, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof;

(c) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;

(d) that, for purposes of determining liability under the Securities Act of 1933 to any purchaser, if the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness; *provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use;

(e) that, for purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act of 1933 shall be deemed to be part of this registration statement as of the time it was declared effective; and

(f) that, for the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as

expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

Table of Contents

EXHIBIT INDEX

Exhibit Number	Description
2.1	Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and Its Debtor Affiliates Other Than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC, dated January 25, 2017 (incorporated by reference to Exhibit 2.1 to Current Report on Form 8-K filed on January 31, 2017)
2.2#	Purchase and Sale Agreement, dated April 30, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC and Jonah Energy LLC (incorporated by reference to Exhibit 2.1 to Current Report on Form 8-K filed on May 4, 2017)
2.3#	Purchase and Sale Agreement, dated May 23, 2017, by and among Linn Energy Holdings, LLC, Linn Operating, LLC, Linn Midstream, LLC and Berry Petroleum Company, LLC (incorporated by reference to Exhibit 2.1 to Current Report on Form 8-K filed on May 30, 2017)
2.4#	Purchase and Sale Agreement, dated May 25, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC and Denbury Onshore, LLC (incorporated by reference to Exhibit 2.3 to Quarterly Report on Form 10-Q filed on August 3, 2017)
2.5	First Amendment, dated June 30, 2017, to Purchase and Sale Agreement, dated May 25, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC and Denbury Onshore, LLC (incorporated by reference to Exhibit 2.4 to Quarterly Report on Form 10-Q filed on August 3, 2017)
2.6#	Purchase and Sale Agreement, dated June 1, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC, Linn Midstream, LLC and Bridge Energy LLC (incorporated by reference to Exhibit 2.5 to Quarterly Report on Form 10-Q filed on August 3, 2017)
2.7	First Amendment, dated July 10, 2017, to Purchase and Sale Agreement, dated June 1, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC, Linn Midstream, LLC and Bridge Energy LLC (incorporated by reference to Exhibit 2.6 to Quarterly Report on Form 10-Q filed on August 3, 2017)
2.8#	Purchase and Sale Agreement, dated October 3, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC and Washakie Exaro Opportunities, LLC (incorporated by reference to Exhibit 2.1 to Current Report on Form 8-K filed on October 5, 2017)
2.9	First Amendment, dated October 12, 2017, to Purchase and Sale Agreement, dated October 3, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC and Washakie Exaro Opportunities, LLC (incorporated by reference to Exhibit 2.9 to Annual Report on Form 10-K filed on February 27, 2018)
2.10*#	Purchase and Sale Agreement, dated October 20, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC and Valorem Energy Operating, LLC
2.11#	Purchase and Sale Agreement, dated December 18, 2017, by and between Linn Energy Holdings, LLC, Linn Operating, LLC and Scout Energy Group IV, LP (incorporated by reference to Exhibit 2.10 to Annual Report on Form 10-K filed on February 27, 2018)
3.1	Amended and Restated Certificate of Incorporation of Linn Energy, Inc. (incorporated by reference to Exhibit 3.1 to Registration Statement on Form S-8 filed on February 28, 2017)
3.2	Bylaws of Linn Energy, Inc. (incorporated by reference to Exhibit 3.2 to Registration Statement on Form S-8 filed on February 28, 2017)
4.1	Form of specimen New Common Stock certificate of Linn Energy, Inc. (incorporated herein by reference to Exhibit 4.1 to Current Report on Form 8-K filed on March 3, 2017)
5.1*	Legal opinion of Kirkland & Ellis LLP as to the legality of the securities being registered
23.1*	Consent of KPMG LLP

Table of Contents

Exhibit Number	Description
23.2*	Consent of DeGolyer and MacNaughton – LINN Energy
23.3*	Consent of DeGolyer and MacNaughton – Roan
23.4*	Consent of Kirkland & Ellis LLP (included as part of Exhibit 5.1 hereto)
24.1	Power of Attorney (included on the signature page of the Registration Statement on Form S-1 of Linn Energy, Inc. filed on April 28, 2017)
99.1	2017 Report of DeGolyer and MacNaughton – LINN Energy (incorporated by reference to Exhibit 99.1 to Annual Report on Form 10-K filed on February 27, 2018)
99.1	2017 Report of DeGolyer and MacNaughton – Roan (incorporated by reference to Exhibit 99.2 to Annual Report on Form 10-K filed on February 27, 2018)

* Filed herewith.

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

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on March 16, 2018.

LINN ENERGY, INC.

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

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
*	President, Chief Executive Officer and Director	March 16, 2018
Mark E. Ellis	(Principal Executive Officer)	
*	Executive Vice President, Chief Financial Officer and Director	March 16, 2018
David B. Rottino	(Principal Financial Officer)	
*	Vice President and Controller	March 16, 2018
Darren R. Schluter	(Principal Accounting Officer)	
*	Chairman and Director	March 16, 2018
Evan Lederman		
*	Director	March 16, 2018
Matthew Bonanno		
*	Director	March 16, 2018
Philip Brown		
*	Director	March 16, 2018
Andrew Taylor		

Candice J. Wells hereby signs this Post-Effective Amendment No. 1 to the Registration Statement on behalf of the indicated person for whom she is attorney-in-fact on March 16, 2018, pursuant to powers of attorney previously included with the Registration Statement on Form S-1 of Linn Energy, Inc. filed on April 28, 2017 with the Securities and Exchange Commission.

*By: /s/ Candice J. Wells
Candice J. Wells
Attorney-in-Fact

Exhibit 2.10

PURCHASE AND SALE AGREEMENT

DATED OCTOBER 20, 2017,

BY AND AMONG

LINN ENERGY HOLDINGS, LLC AND LINN OPERATING, LLC

AS SELLER,

AND

VALOREM ENERGY OPERATING, LLC

AS BUYER

TABLE OF CONTENTS

EXHIBITS AND SCHEDULES

Exhibit A	Leases
Exhibit A-1	Easements and Surface Interests
Exhibit A-2	Surface Fee Interests
Exhibit B	Wells
Exhibit C	Personal Property
Exhibit D	Form of Assignment and Bill of Sale
Exhibit E	Excluded Assets
Exhibit F	RESERVED
Exhibit G	Form of Certificate
Exhibit H	Target Formations
Exhibit I	Deposit Amount
Schedule 2.05(c)(i)(C)	Certain Prepayments
Schedule 2.07(a)	Allocation of Purchase Price (Wells)
Schedule 2.07(b)	Allocation of Purchase Price (DSUs)
Schedule 3.02(b)	No Conflict
Schedule 3.05	Assumed Litigation and Retained Litigation
Schedule 3.07	Compliance with Legal Requirements
Schedule 3.09	Imbalances
Schedule 3.10	Material Contracts
Schedule 3.11	Consents and Preferential Purchase Rights
Schedule 3.12	Permits
Schedule 3.13	Current Commitments
Schedule 3.14	Environmental Laws
Schedule 3.15	Wells
Schedule 3.17	Non-Consent Operations and Payout Balances
Schedule 3.18	Guarantees
Schedule 3.19	Suspense Funds
Schedule 5.02	Certain Authorized Pre-Closing Actions
Schedule 5.03	Insurance

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of October 20, 2017 (the "Execution Date"), by and among Linn Energy Holdings, LLC, a Delaware limited liability company ("LEH"), Linn Operating, LLC, a Delaware limited liability company ("LOI", and together with LEH, "Seller"), and Valorem Energy Operating, LLC, a Delaware limited liability company ("Buyer"). Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITAL

Seller desires to sell, and Buyer desires to purchase, all of Seller's right, title and interest in and to certain oil and gas properties and related assets and contracts, effective as of the Effective Time, for the consideration and on the terms set forth in this Agreement.

AGREEMENT

For and in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, in addition to other capitalized terms defined in this Agreement, the following terms have the meanings specified or referred to in this Article 1 when capitalized:

"AAA" – the American Arbitration Association.

"Accounting Expert" as defined in 2.05(d).

"AFE" – as defined in Section 3.13.

"Affiliate" – with respect to a Party, any Person directly or indirectly controlled by, controlling, or under common control with, such Party, including any subsidiary of such Party and any "affiliate" of such Party within the meaning of Reg. §240.12b-2 of the Securities Exchange Act of 1934, as amended. As used in this definition, "control" means possession, directly or indirectly, of the power to direct or cause the direction of management, policies, or action through ownership of voting securities, contract, voting trust, or membership in management or in the group appointing or electing management or otherwise through formal or informal arrangements or business relationships. The terms "controlled by," "controlling," and other derivatives shall be construed accordingly. Notwithstanding the foregoing, in no event shall Persons that are not subsidiaries of Valorem Energy, LLC be considered Affiliates of Buyer for purposes of this Agreement.

"Aggregate Defect Deductible" – an amount equal to three percent (3%) of the unadjusted Purchase Price.

"Aggregate Environmental Defect Value" – as defined in Section 11.12.

"Aggregate Title Defect Value" – as defined in Section 11.07.

"Allocated Values" – the values assigned among the Wells and DSUs, as set forth on Schedule 2.07(a) and Schedule 2.07(b), as applicable.

"Alternative Financial Statements" – as defined in Section 6.06(b).

"Annual Financial Statements" – as defined in Section 6.06(b).

"Applicable Contracts" – all Contracts to which Seller is a party or is bound that relate to any of the Assets and (in each case) that will be binding on Buyer after the Closing, including: communitization agreements; net profits agreements; production payment agreements; area of mutual interest agreements; joint venture agreements; confidentiality agreements; farmin and farmout agreements; bottom hole agreements; crude oil, condensate, and natural gas purchase and sale, gathering, transportation, and marketing agreements; hydrocarbon storage agreements; acreage contribution agreements; operating agreements; balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; saltwater disposal agreements; facilities or equipment leases; and other similar contracts and agreements, but exclusive of any (a) master service agreements, (b) Debt Contracts, (c) Hedge Contracts and (d) Contracts to the extent relating to the Excluded Assets.

"Asset Taxes" – ad valorem, property, excise, severance, production, sales, real estate, use, personal property and similar Taxes based upon the operation or ownership of the Assets, the production of Hydrocarbons or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt, Income Taxes and Transfer Taxes.

"Assets" – all of Seller's right, title, and interest in, to, and under the following, without duplication, except to the extent constituting Excluded Assets:

(a) all of the oil and gas leases and subleases described in Exhibit A, together with any and all other right, title and interest of Seller in and to the leasehold estates created thereby subject to the terms, conditions, covenants and obligations set forth in such leases or Exhibit A (such interest in such leases, the "Leases"), all related rights and interests in the lands covered by the Leases and any lands pooled or unitized therewith (such lands, the "Lands"), and all Hydrocarbon Royalties applicable to the Leases or the Lands;

(b) any and all oil, gas, water, observation, injection, CO2 and disposal wells located on any of the Lands (such interest in such wells, including the wells set forth in Exhibit B, the "Wells"), and all Hydrocarbons produced therefrom or allocated thereto from and after the Effective Time;

(c) all fee mineral interests relating to or located on the Lands (such interest, the "Fee Minerals");

(d) all rights and interests in, under or derived from all communitization, unitization and pooling agreements, declarations and orders in effect with respect to any of the Leases or Wells and the units created thereby (the "Units") (the Leases, the Lands, the Fee Minerals, the Units and the Wells being collectively referred to hereinafter as the "Properties" or individually as a "Property");

(e) to the extent that they may be assigned, transferred or re-issued by Seller (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), all permits, licenses, allowances, water rights, registrations, consents, orders, approvals, variances, authorizations, servitudes, easements, rights-of-way, surface leases, other surface interests and surface rights to the extent appurtenant to or used in connection with the ownership, operation, production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from the Properties or any of the Assets, including those described on Exhibit A-1;

(f) all equipment, machinery, tools, inventory, fixtures, improvements and other personal, movable and mixed property located on any of the Properties or other Assets that is used in connection therewith, including those items listed in Exhibit C, and including well equipment, casing, tubing, pumps, motors, machinery, platforms, rods, tanks, boilers, fixtures, compression equipment, flowlines, pipelines, gathering systems associated with the Wells, manifolds, processing and separation facilities, pads, structures, materials, and other items used in the operation thereof (collectively, the "Personal Property");

(g) all surface fee interests described on Exhibit A-2 (the "Surface Fee Interests");

(h) all salt water disposal wells and evaporation pits that are located on the Lands;

(i) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), all Applicable Contracts and all rights thereunder insofar as and only to the extent relating to the Assets;

(j) all Imbalances relating to the Assets;

(k) the Suspense Funds;

(l) originals (if available, and otherwise copies) and copies in digital form (if available) of all of the books, files, records, information and data, whether written or electronically stored, primarily relating to the Assets in Seller's or its Affiliates' possession, including: (i) land and title records (including division order files, prospect files, maps, lease records, abstracts of title, title opinions and title curative documents); (ii) Applicable Contract files; (iii) correspondence; (iv) operations, environmental, production, Asset Tax and accounting records; (v) facility and well records; and (vi) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), geological and seismic data (excluding interpretive data) (collectively, "Records");

(m) all Hydrocarbons in storage or existing in stock tanks, pipelines or plants (including inventory);

(n) all information technology assets, including desktop computers, laptop computers, servers, networking equipment and any associated peripherals and other computer hardware, computer software, all radio and telephone equipment, SCADA and measurement technology, and other production related mobility devices (such as SCADA controllers), well communication devices, and any other information technology systems and licenses associated with the foregoing, in each case only to the extent such assets are (i) used solely in connection with the Properties, (ii) assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), and (iii) located on the Property (collectively, the "Production Related IT Equipment");

(o) all trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general intangibles, attributable to the Assets with respect to periods of time from and after the Effective Time; and

(p) all rights, claims, and causes of action (including warranty and similar claims, indemnity claims, and defenses) of Seller whether arising before, on, or after the Effective Time, but only to the extent such rights, claims, and causes of action relate to any of the Assumed Liabilities.

"Assignment" – the Assignment and Bill of Sale from Seller to Buyer, pertaining to the Assets, substantially in the form attached to this Agreement as Exhibit D.

"Assumed Liabilities" – as defined in Section 2.06.

"Assumed Litigation" – the litigation set forth in Schedule 3.05, Part A.

"Bankruptcy Cases" – the bankruptcy cases commenced by the filing by Seller (or its applicable predecessor or Affiliate) for voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the Bankruptcy Court that were jointly administered under Case No. 16-60040.

"Bankruptcy Court" – the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

"Breach" – a "Breach" of a representation, warranty, covenant, obligation, or other provision of this Agreement or any certificate delivered pursuant to Section 2.04(a)(iii) or Section 2.04(b)(iv) of this Agreement shall be deemed to have occurred if there is or has been any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other provision.

"Business Day" – any day other than a Saturday, Sunday, or any other day on which commercial banks in the State of Texas are authorized or required by law or executive order to close.

"Buyer" – as defined in the preamble to this Agreement.

"Buyer's Auditor" – as defined in Section 6.06(b).

"Buyer's Closing Documents" – as defined in Section 4.02(a).

"Buyer Group" – Buyer and its Affiliates, and their respective Representatives.

"Buyer Related Parties" – as defined in Section 9.02(e).

"Casualty Loss" – as defined in Section 11.14.

"Closing" – the closing of the Contemplated Transactions.

"Closing Date" – as defined in Section 2.03.

"Code" – the Internal Revenue Code of 1986, as amended.

"Complete Remediation" – with respect to an Environmental Defect, a remediation or cure of such Environmental Defect which is substantially completed in accordance with the Lowest Cost Response.

"Confidentiality Agreement" – that certain confidentiality agreement dated as of March 27, 2017, by and between Linn Energy Holdings, LLC and KPEIF GP, LLC.

"Consent" – any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization) from any Person that is required to be obtained in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Contemplated Transactions" – all of the transactions contemplated by this Agreement, including:

(a) the sale of the Assets by Seller to Buyer;

(b) the performance by the Parties of their respective covenants and obligations under this Agreement; and

(c) Buyer's acquisition, ownership, and exercise of control over the Assets.

"Contract" – any written contract, agreement or any other legally binding arrangement, but excluding, however, any Lease, easement, right-of-way, permit or other instrument creating or evidencing an interest in the Assets or any real or immovable property related to or used in connection with the operations of any Assets.

"Cure" – as defined in Section 11.06.

"Damages" – any and all claims, demands, payments, charges, judgments, assessments, losses, liabilities, damages, Taxes, penalties, fines, expenses, costs, fees, settlements, and deficiencies, including any reasonable attorneys' fees, legal, and other costs and expenses suffered or incurred therewith.

"Debt Contract" – any indenture, mortgage, loan, credit or similar agreement entered into by Seller or its Affiliates creating indebtedness on the part of Seller or its Affiliates for borrowed money or the deferred purchase price of property acquired by, or for services rendered to, Seller or its Affiliates.

"Debt Financing" – the amendment or replacement by Buyer's and its Affiliates of their reserve based credit facility and/or any other alternative debt financing incurred or intended to be incurred by Buyer and its Affiliates, in each case, in regards to financing the Contemplated Transactions.

"De Minimis Environmental Defect Cost" – Forty Thousand Dollars ($40,000).

"De Minimis Title Defect Cost" – (a) with respect to each Well, Thirty-Five Thousand Dollars ($35,000), and (b) with respect to each DSU, Fifty Thousand Dollars ($50,000).

"Defect Notice Date" – as defined in Section 11.04.

"Defensible Title" – title of Seller with respect to the Wells and DSUs that, as of the Defect Notice Date and the Closing Date and subject to the Permitted Encumbrances, is deducible of record or title obtained by forced pooling or non-consent elections, in each case, made or delivered pursuant to joint operating agreements, pooling agreements or unitization agreements to the extent such interests are accurately reflected on Schedule 2.07(a) or Schedule 2.07(b), as applicable, and:

(a) with respect to each currently producing formation for each Well or each applicable Target Formation set forth in Schedule 2.07(b) for each DSU (in each case, subject to any reservations, limitations or depth restrictions described for such Well or DSU, as applicable, in Schedule 2.07(a) or Schedule 2.07(b), as applicable), entitles Seller to receive not less than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b), as applicable, for such producing formation or applicable Target Formation, except for (i) decreases in connection with those operations in which Seller or its successors or assigns may from and after the Execution Date and in accordance with the terms of this Agreement elect to be a non-consenting co-owner, (ii) decreases resulting from the establishment or amendment from and after the Execution Date of pools or units in accordance with this Agreement, and (iii) decreases required to allow other Working Interest owners to make up past underproduction or pipelines to make up past under deliveries;

(b) with respect to each currently producing formation for each Well (subject to any reservations, limitations or depth restrictions described for such Well in Schedule 2.07(a)), obligates Seller to bear not more than the Working Interest set forth in Schedule 2.07(a) for such producing formation, except (i) increases resulting from contribution requirements with respect to defaulting co-owners from and after the Execution Date under applicable operating agreements, or (ii) increases to the extent that such increases are accompanied by a proportionate increase in Seller's Net Revenue Interest;

(c) with respect to each DSU, entitles Seller to not less than the Net Acres set forth on Schedule 2.07(b) for each applicable Target Formation; and

(d) is free and clear of all Encumbrances.

"Deposit Amount" – the amount set forth on Exhibit I.

"Dispute Notice" – as defined in Section 2.05(d).

"Disputed Matter" – as defined in Section 11.15(a).

"DSU" – the hypothetical drilling, spacing or pooled unit in each Target Formation formed by combining the Leases, Fee Minerals or Units, or portions thereof, included within the lands described on Schedule 2.07(b) with respect to each DSU.

"DTPA" – as defined in Section 4.11.

"Effective Time" – March 1, 2017, at 12:01 a.m. local time at the location of the Assets.

"Encumbrance" – any charge, equitable interest, privilege, lien, mortgage, deed of trust, production payment, option, pledge, collateral assignment, security interest, or other arrangement substantially equivalent to any of the foregoing.

"Environmental Condition" – any event occurring or condition existing on the Defect Notice Date with respect to the Assets that causes an Asset to be subject to a remedial or corrective action obligation under, or in violation of, an Environmental Law, other than any such event or condition to the extent caused by or relating to NORM or that was disclosed to Buyer prior to the Execution Date.

"Environmental Defect" – an Environmental Condition discovered by Buyer or its Representatives as a result of any environmental diligence conducted by or on behalf of Buyer pursuant to Section 11.09 of this Agreement.

"Environmental Defect Cure Period" – as defined in Section 11.11(a).

"Environmental Defect Notice" – as defined in Section 11.10.

"Environmental Defect Value" – with respect to each Environmental Defect, the amount of the Lowest Cost Response for such Environmental Defect.

"Environmental Law" – any applicable Legal Requirement in effect as of the Execution Date relating to pollution or the protection of the environment, including those Legal Requirements relating to the storage, handling, and use of Hazardous Materials and those Legal Requirements relating to the generation, processing, treatment, storage, transportation, disposal or other management thereof. The term "Environmental Law" does not include (a) good or desirable operating practices or standards that may be voluntarily employed or adopted by other oil and gas well operators or recommended, but not required, by a Governmental Body or (b) the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 *et seq*., as amended, or any other Legal Requirement governing worker safety or workplace conditions, except to the extent that such Legal Requirements expressly address matters related to pollution, the environment or Hazardous Materials.

"Environmental Liabilities" – all costs, Damages, expenses, liabilities, obligations, and other responsibilities arising from or under either Environmental Laws or Third Party claims relating to the environment, and which relate to the Assets or the ownership or operation of the same.

"Escrow Account" – as defined in Section 2.02.

"Escrow Agent" – JPMorgan Chase Bank, N.A.

"Escrow Agreement" – as defined in Section 2.02.

"Excluded Assets" – with respect to Seller, (a) all of Seller's corporate minute books, financial records and other business records that relate to Seller's business generally (including the ownership of the Assets); (b) except to the extent related to any Assumed Liabilities, all trade credits, all accounts, all receivables of Seller and all other proceeds, income or revenues of Seller attributable to the Assets and attributable to any period of time prior to the Effective Time (other than the Suspense Funds); (c) except to the extent related to any Assumed Liabilities, all claims and causes of action of Seller or its Affiliates that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (d) except to the extent related to any Assumed Liabilities subject to Section 11.14, all rights and interests of Seller (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property; (e) except to the extent of an upward adjustment to the Purchase Price pursuant to Section 2.05(c)(i)(E), Seller's rights with respect to all Hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time; (f) all claims of Seller or any of its Affiliates for refunds of, rights to receive funds from any Governmental Body, or loss carry forwards or credits with respect to any and all Seller Taxes; (g) all information technology assets, other than the Production Related IT Equipment, including desktop computers, laptop computers, servers, networking equipment and any associated peripherals and other computer hardware, computer software, all radio and telephone equipment, SCADA and measurement technology, and other production-related mobility devices (such as SCADA controllers), well communication devices, and any other information technology systems; (h) except to the extent directly related to any Assumed Liabilities, all rights, benefits and releases of Seller or its Affiliates under or with respect to any Contract that are attributable to periods of time prior to the Effective Time; (i) all of Seller's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property (other than the Records); (j) except for any title opinions, all documents and instruments of Seller that may be protected by an attorney-client privilege or any attorney work product doctrine; (k) all data that cannot be disclosed to Buyer as a result of confidentiality arrangements under existing written agreements; *provided* Seller shall use commercially reasonable efforts (which shall not include making any payments) to obtain waivers of such restrictions; (l) all audit rights or obligations of Seller for which Seller bears responsibility arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances assumed by Buyer and except for such audit rights to the extent directly related to any Assumed Liabilities; (m) Seller's interpretations of any geophysical or other seismic and related technical data and information relating to the Assets, including Seller's reserve reports; (n) documents prepared or received by Seller or its Affiliates

with respect to (i) lists of prospective purchasers for such transactions compiled by Seller, (ii) bids submitted by other prospective purchasers of the Assets, (iii) analyses by Seller or its Affiliates of any bids submitted by any prospective purchaser of the Assets, (iv) correspondence between or among Seller, its Representatives, and any prospective purchaser of the Assets other than Buyer, and (v) correspondence to the extent relating to any prospective sale of the Assets between Seller or any of its Representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated by this Agreement; (o) any offices, office leases and any personal property located in or on such offices or office leases; (p) other than the Surface Fee Interests, any fee simple surface estate; (q) any fee mineral interests that are not Fee Minerals, and any right to production revenues associated therewith; (r) a copy of all Records; (s) any Contracts that constitute master services agreements or similar contracts; (t) any Hedge Contracts; (u) any Debt Contracts; (v) any of Seller's assets other than the Assets; and (w) any leases, rights and other assets specifically listed in Exhibit E.

"Execution Date" – as defined in the preamble to this Agreement.

"Expert" – as defined in Section 11.15(b).

"Expert Decision" – as defined in Section 11.15(d).

"Expert Proceeding Notice" – as defined in Section 11.15(a).

"Fee Minerals" – as set forth in the definition of "Assets".

"Final Amount" – as defined in Section 2.05(d).

"Final Settlement Date" – as defined in Section 2.05(d).

"Final Settlement Statement" – as defined in Section 2.05(d).

"Financing Sources" – any potential or actual lenders and investors for the Debt Financing, together with their Affiliates and their respective Representatives.

"Fundamental Representations" – those representations set forth in Sections 3.01, 3.02, 3.03 and 3.06.

"GAAP" – generally accepted accounting principles in the United States as interpreted as of the Execution Date.

"Governmental Authorization" – any approval, consent, license, permit, registration, variance, exemption, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Body" – any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national

organization or body; or (e) body or authority exercising, or entitled to exercise, any administrative, arbitration, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Gross Products Taxes" – property or ad valorem Asset Taxes assessed by the State of North Dakota that are measured by the production of Hydrocarbons.

"Group" – either Buyer Group or Seller Group, as applicable.

"Hazardous Materials" – any (a) chemical, constituent, material, pollutant, contaminant, substance, or waste that is regulated by any Governmental Body or may form the basis of liability under any Environmental Law; and (b) petroleum, Hydrocarbons, or petroleum products.

"Hedge Contract" – any Contract to which Seller or any of its Affiliates is a party with respect to any swap, forward, put, call, floor, cap, collar option, future or derivative transaction or option or similar agreement, whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities (including Hydrocarbons), equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

"Hydrocarbons" – oil and gas and other hydrocarbons (including condensate) produced or processed in association therewith (whether or not such item is in liquid or gaseous form), or any combination thereof, and any minerals produced in association therewith.

"Imbalances" – over-production or under-production or over-deliveries or under-deliveries with respect to Hydrocarbons produced from or allocated to the Assets, regardless of whether such over-production or under-production or over-deliveries or under-deliveries arise at the wellhead, pipeline, gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under production handling agreements, imbalances under processing agreements, imbalances under the Leases, and imbalances under gathering or transportation agreements.

"Income Taxes" – income or franchise Taxes based upon, measured by, or calculated with respect to gross or net income, profits, capital, or similar measures (or multiple bases, including corporate, franchise, business and occupation, business license, or similar Taxes, if gross or net income, profits, capital, or a similar measure is one of the bases on which such Tax is based, measured, or calculated) but excluding ad valorem, property, excise, severance, production, sales, use, real or personal property transfer or other similar Taxes.

"Individual Claim Threshold" – as defined in Section 10.05.

"Instruments of Conveyance" – the Assignment. **Except for the special warranty of Defensible Title by, through and under Seller or its Affiliates contained therein, the foregoing Instruments of Conveyance shall be without warranty of title, whether express, implied, statutory, or otherwise, it being understood that Buyer shall have the right to conduct pre-Closing title due diligence as described below in Article 11. Except for the special warranty of Defensible Title contained in the Instruments of Conveyance and**

Buyer's remedies associated with a breach of representations and warranties in Section 3.11, 3.16 and 3.17, the rights and remedies set forth in Section 9.01(g) and Article 11 shall be Buyer's sole rights and remedies with respect to title.

"Interim Financial Statements" – as defined in Section 6.06(b).

"Knowledge" – an individual will be deemed to have "Knowledge" of a particular fact or other matter if such individual is actually aware of such fact or other matter. A Seller Party will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Mark E. Ellis, President and Chief Executive Officer; Arden L. Walker, Jr., Executive Vice President and Chief Operating Officer; David B. Rottino, Executive Vice President and Chief Financial Officer; Thomas E. Emmons, Senior Vice President, Corporate Services; Jamin McNeil, Senior Vice President, Operations; Candice J. Wells, Senior Vice President, General Counsel and Corporate Secretary; Carlos A. De Ayala, Vice President, Business Development, Strategy and Planning; and Scott Carrasco, Asset Manager. Buyer will be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Justin W. Cope, Chief Executive Officer; Heath Mireles, Chief Operating Officer; and Greg Boxer, Chief Financial Officer.

"Lands" – as set forth in the definition of "Assets".

"Leases" – as set forth in the definition of "Assets".

"Legal Requirement" – any federal, state, local, municipal, foreign, international, or multinational law, Order, constitution, ordinance, or rule, including rules of common law, regulation, statute, treaty, or other legally enforceable directive or requirement.

"Lowest Cost Response" – the response required or allowed under Environmental Laws in effect as of the Defect Notice Date that addresses and resolves (for current and future use in the same manner as currently used) the identified Environmental Condition in the most cost-effective manner (considered as a whole and allowing for the continued safe and prudent operation of the affected Asset) as compared to any other response that is required or allowed under Environmental Laws. The Lowest Cost Response shall include taking no action, leaving the condition unaddressed, periodic monitoring or the recording of notices in lieu of remediation, if such responses are allowed under Environmental Laws. The Lowest Cost Response shall not include any costs or expenses relating to the assessment, remediation, removal, abatement, transportation and disposal of any asbestos or asbestos containing materials or NORM, unless such remediation or removal is required to correct a violation of Environmental Law.

"Material Contracts" – as defined in Section 3.10.

"MMMF" – asbestos and other man-made material fibers.

"Net Acres" – (a) as computed separately with respect to Seller's interest in each applicable Target Formation for each DSU identified on Schedule 2.07(b), (i) the gross number of mineral acres in the lands included in such DSU insofar as they relate to such Target Formation, *multiplied* by (ii) the undivided fee simple mineral interest (expressed as a

percentage) in the lands covered by the Leases (as determined by aggregating the fee simple mineral interests owned by each lessor of each applicable Lease in the lands) comprising such DSU insofar as they relate to such Target Formation, *multiplied* by (iii) Seller's undivided percentage interest that is burdened with the obligation to bear and pay costs and expenses in the Leases comprising such DSU insofar as it relates to such Target Formation; *provided* that if the items in (ii) or (iii) vary as to different tracts (including depths) covered by any applicable Lease or included in any DSU, a separate calculation shall be done for each such tract, or (b) as computed separately with respect to Seller's interest in each applicable Target Formation for each Lease identified on Exhibit A, (i) the gross number of mineral acres in the lands covered in such Lease insofar as they relate to such Target Formation, *multiplied* by (ii) the undivided fee simple mineral interest (expressed as a percentage) in the lands covered by such Lease insofar as they relate to such Target Formation, *multiplied* by (iii) Seller's undivided percentage interest that is burdened with the obligation to bear and pay costs and expenses in such Lease insofar as it relates to such Target Formation; *provided* that if the items in (ii) or (iii) vary as to different tracts (including depths) covered by any Lease, a separate calculation shall be done for each such tract.

"Net Revenue Interest" – (a) with respect to any Well, the interest in and to all Hydrocarbons produced, saved and sold from or allocated to such Well (limited to the applicable currently producing formation as described in the definition of "Defensible Title" and subject to any reservations, limitations or depth restrictions described for such Well in Schedule 2.07(a)), after satisfaction of all applicable Royalties; or (b) with respect to any DSU, the interest in and to all Hydrocarbons produced, saved and sold from or allocated to such DSU (limited to the applicable Target Formation as described in the definition of "Defensible Title" and subject to any reservations, limitations or depth restrictions described for such DSU in Schedule 2.07(b)), after satisfaction of all applicable Royalties, and based on the weighted average of the Net Acres covered by the Leases included in such DSU as illustrated below. For example, Seller's Net Revenue Interest for each DSU, as computed separately with respect to Seller's interest in each applicable Target Formation for each DSU identified on Schedule 2.07(b), will be calculated as follows: (i) first, calculate the product of (x) Seller's actual net revenue interest in and to each Lease included in such DSU, *multiplied by* (y) the Net Acres covered by such Lease for such Target Formation (limited solely to those Net Acres thereof that are included within the applicable DSU); and (ii) second, calculate the quotient of (A) the sum of the calculated product obtained for each Lease under subpart (i), *divided by* (B) the sum of the Net Acres covered by all of the Leases included within such DSU (limited solely to those Net Acres are included within the applicable DSU).

"Non-Operated Assets" – Assets operated by any Person other than Seller or its Affiliates.

"NORM" – naturally occurring radioactive material.

"Order" – any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Organizational Documents" – (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the articles of organization and resolutions of a limited liability company; (c) the certificate of limited partnership and limited partnership agreement of a limited partnership; and (d) any amendment to any of the foregoing.

"Outside Date" – as defined in Section 9.01(d).

"Party" or "Parties" – as defined in the preamble to this Agreement.

"Party Affiliate" – as defined in Section 12.18.

"Permits" – all environmental and other governmental (whether federal, state, local or tribal) certificates, consents, permits (including conditional use permits), licenses, orders, authorizations, franchises and related instruments or rights solely relating to the ownership or use of the Assets.

"Permitted Encumbrance" – any of the following:

(a) the terms and conditions of all Leases and Contracts if the net cumulative effect of such Leases and Contracts does not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used), (ii) operate to reduce the Net Revenue Interest of Seller with respect to any Well or DSU to an amount less than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b), as applicable, for such Well or DSU, (iii) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07(a), for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07(a) in the same or greater proportion as any increase in such Working Interest), or (iv) reduce the Net Acres of Seller with respect to any DSU (or any tract thereof, if applicable) identified on Schedule 2.07(b) to an amount less than the Net Acres set forth on Schedule 2.07(b);

(b) any Preferential Purchase Rights, Consents and similar rights with respect to the Assets, in each case, to the extent applicable to the Contemplated Transaction;

(c) excepting circumstances where such rights have already been triggered prior to the Effective Time, rights of reassignment arising upon final intention to abandon or release the Assets;

(d) liens for Taxes not yet due or delinquent or, if delinquent, that are being contested in good faith by appropriate proceedings by or on behalf of Seller, in each case as set forth on Schedule 3.05;

(e) all rights to consent by, required notices to, filings with, or other actions by Governmental Bodies in connection with the conveyance of the Leases, if the same are customarily sought and received after the Closing;

(f) Encumbrances or defects that Buyer has waived in writing or is deemed to have waived pursuant to the last sentence of Section 11.04;

(g) all Legal Requirements and all rights reserved to or vested in any Governmental Body (i) to control or regulate any Asset in any manner; (ii) by the terms of any right, power, franchise, grant, license or permit, or by any provision of law, to terminate such right, power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture or to designate a purchaser of any of the Assets; (iii) to use such property in a manner which does not materially impair the use of such property for the purposes for which it is currently owned and operated; or (iv) to enforce any obligations or duties affecting the Assets to any Governmental Body with respect to any right, power, franchise, grant, license or permit;

(h) rights of a common owner of any interest currently held by Seller and such common owner as tenants in common or through common ownership to the extent that the same does not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used), (ii) operate to reduce the Net Revenue Interest of Seller with respect to any Well or DSU to an amount less than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b), as applicable, for such Well or DSU, (iii) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07(a) for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07(a) in the same or greater proportion as any increase in such Working Interest), or (iv) reduce the Net Acres of Seller with respect to any DSU (or any tract thereof, if applicable) identified on Schedule 2.07(b) to an amount less than the Net Acres set forth on Schedule 2.07(b);

(i) easements, conditions, covenants, restrictions, servitudes, permits, rights-of-way, surface leases, and other rights in the Assets for the purpose of operations, facilities, roads, alleys, highways, railways, pipelines, transmission lines, transportation lines, distribution lines, power lines, telephone lines, removal of timber, grazing, logging operations, canals, ditches, reservoirs and other like purposes, or for the joint or common use of real estate, rights-of-way, facilities and equipment, which, in each case, do not (i) materially interfere with the operation or use of any of the Assets (as currently operated and used), (ii) operate to reduce the Net Revenue Interest of Seller with respect to any Well or DSU to an amount less than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b), as applicable, for such Well or DSU, (iii) obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07(a) for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07(a) in the same or greater proportion as any increase in such Working Interest), or (iv) reduce the Net Acres of Seller with respect to any DSU (or any tract thereof, if applicable) identified on Schedule 2.07(b) to an amount less than the Net Acres set forth on Schedule 2.07(b);

(j) vendors, carriers, warehousemen's, repairmen's, mechanics', workmen's, materialmen's, construction or other like liens arising by operation of law in the ordinary course of business or incident to the construction or improvement of any property in respect of obligations which are not yet due or which are being contested in good faith by appropriate proceedings by or on behalf of Seller, in each case (i) as set forth on Schedule 3.05 or (ii) otherwise arising from and after the Execution Date with respect to work performed after the Effective Time;

(k) Encumbrances created under Leases or any joint operating agreements applicable to the Assets or by operation of law in respect of obligations that are not yet due or that are being contested in good faith by appropriate proceedings by or on behalf of Seller, in each case as set forth on Schedule 3.05;

(l) any Encumbrance affecting the Assets that is discharged by Seller or waived (or deemed to be waived) by Buyer pursuant to the terms of this Agreement at or prior to Closing;

(m) the Assumed Litigation;

(n) defects based solely on assertions that Seller's files lack information (including title opinions);

(o) lessor's royalties, overriding royalties, production payments, net profits interests, reversionary interests, and similar burdens if the net cumulative effect of such burdens (i) does not materially interfere with the operation or use of any of the Assets (as currently operated and used), (ii) does not reduce the Net Revenue Interest of Seller with respect to Well or DSU to an amount less than the Net Revenue Interest set forth in Schedule 2.07(a) or Schedule 2.07(b), as applicable, for such Well or DSU, (iii) does not obligate Seller to bear a Working Interest with respect to any Well in any amount greater than the Working Interest set forth in Schedule 2.07(a) for such Well (unless the Net Revenue Interest for such Well is greater than the Net Revenue Interest set forth in Schedule 2.07(a) in the same or greater proportion as any increase in such Working Interest), and (iv) does not reduce the Net Acres of Seller with respect to any DSU (or any tract thereof, if applicable) identified on Schedule 2.07(b) to an amount less than the Net Acres set forth on Schedule 2.07(b);

(p) defects or irregularities of title (i) as to which the relevant statute(s) of limitations or prescription would bar any attack or claim against Seller's title; (ii) to the extent arising out of lack of evidence of, or other defects with respect to, authorization, execution, delivery, acknowledgment, or approval of any instrument in Seller's chain of title absent reasonable evidence of superior title from a Third Party attributable to such matter; (iii) to the extent consisting of the failure to recite marital status or omissions of heirship proceedings in documents; (iv) resulting from lack of survey, unless a survey is expressly required by applicable Legal Requirements; (v) resulting from failure to record releases of liens, production payments, or mortgages that have expired by their own terms or the enforcement of which are barred by the applicable statute(s) of limitations or prescription; (vi) to the extent arising out of lack of entity authorization unless Buyer provides affirmative evidence that such entity action was not authorized and results in another Person's superior claim of title; (vii) resulting from or related to probate proceedings or the lack thereof that have been outstanding for ten (10) years or more; (viii) based on a gap in Seller's chain of title to any Well or DSU (A) so long as such gap does not provide a Third Party with a superior claim or (B) unless Buyer affirmatively shows such gap to exist in such records by an abstract of title, title opinion or landman's title chain; (ix) resulting from unreleased leases covering Hydrocarbons absent specific evidence that such instruments continue in force and effect and constitute a superior claim of title with respect to the Wells or DSUs if such unreleased leases would customarily be accepted by a purchaser of and lender secured by the Assets or (x) that have been cured by prescription or limitations;

(q) Imbalances set forth on Schedule 3.09;

(r) calls on Hydrocarbon production under existing Contracts set forth on Schedule 3.10;

(s) any matters expressly set forth on Exhibit A, Exhibit B, Schedule 2.07(a) or Schedule 2.07(b); and

(t) mortgages on the lessor's interest under a Lease, whether or not subordinate to such Lease, that have expired on their own terms or the enforcement of which are barred by applicable statute(s) of limitations or prescription.

"Person" – any individual, firm, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

"Personal Property" – as set forth in the definition of "Assets".

"Phase I Environmental Site Assessment" – a Phase I environmental property assessment of the Assets that satisfies the basic assessment requirements set forth under the current ASTM International Standard Practice for Environmental Site Assessments (Designation E1527-13) or any other visual site assessment or review of records, reports or documents, including an evaluation of the Assets' compliance with Environmental Laws.

"Plan of Reorganization" – the *Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and Its Debtor Affiliates Other than LINN Acquisition Company, LLC and Berry Petroleum Company, LLC,* as confirmed in the Bankruptcy Cases by the *Order Confirming (i) Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and its Debtor Affiliates other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC and (ii) Amended Join Chapter 11 Plan of Reorganization of Linn Acquisition Company, LLC and Berry Petroleum Company, LLC* [Docket No. 1629].

"Post-Closing Date" – as defined in Section 2.05(d).

"Potential Discharged Claims" – all Claims (as defined in 11 U.S.C. § 101(5)) that (i) were discharged in the Bankruptcy Cases and were treated in accordance with the Plan of Reorganization, or (ii) would have been discharged in the Bankruptcy Cases and treated in accordance with the Plan of Reorganization in the event the holder of such Claim had received proper notice of (a) the pendency of the Bankruptcy Cases, (b) the opportunity to timely file a Claim therein, and (c) the opportunity to timely object to the Plan of Reorganization.

"Preferential Purchase Right" – any right or agreement that enables any Person to purchase or acquire any Asset or any interest therein or portion thereof as a result of or in connection with the execution or delivery of this Agreement or the consummation of the Contemplated Transactions.

"Preliminary Amount" – the Purchase Price, adjusted as provided in Section 2.05, based upon the best information available at the time of the Closing.

"Preliminary Settlement Statement" – as defined in Section 2.03.

"Proceeding" – any proceeding, action, arbitration, audit, hearing, investigation, request for information, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Production Related IT Equipment" – as set forth in the definition of "Assets".

"Property" or "Properties" – as set forth in the definition of "Assets".

"Property Costs" – all operating expenses (including utilities, payroll, costs of insurance, rentals, title examination and curative actions, and overhead costs, in each case, to the extent charged to the Assets by Third Party operators pursuant to Third Party operating agreements) and capital expenditures (including costs of acquiring equipment), respectively, incurred in the ordinary course of business attributable to the use, operation, and ownership of the Assets, but excluding Damages attributable to (a) personal injury or death, property damage, torts, breach of contract, or violation of any Legal Requirement, (b) obligations relating to the abandonment or plugging of Wells, dismantling or decommissioning facilities, closing pits and restoring the surface around such Wells, facilities and pits, (c) Retained Liabilities or matters for which Seller has agreed hereunder or under any other Seller Closing Documents to indemnify, defend or hold harmless any member of the Buyer Group, (d) the cure or attempted cure of any Title Defects, Environmental Defects, Environmental Conditions or Breaches of this Agreement by Seller, (e) obligations with respect to Imbalances, (f) obligations to pay Royalties or other interest owners revenues or proceeds relating to the Assets but held in suspense, including Suspense Funds, (g) Casualty Loss (including any repair or restoration costs related thereto, (h) the Bankruptcy Cases, and (i) claims for indemnification or reimbursement from any Third Party with respect to costs of the types described in the preceding clauses (a) through (h), whether such claims are made pursuant to contract or otherwise. Notwithstanding anything to the contrary in this Agreement, Property Costs shall not include any Asset Taxes, Income Taxes or Transfer Taxes.

"Purchase Price" – as defined in Section 2.02.

"Records" – as set forth in the definition of "Assets".

"Representative" – with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Required Consent" – any Consent with respect to which (a) there is a provision within the applicable instrument that such Consent may be withheld in the sole and absolute discretion of the holder, or (b) there is provision within the applicable instrument expressly stating that an assignment in violation thereof (i) is void or voidable, (ii) triggers the payment of specified liquidated damages, or (iii) causes termination of the applicable Assets to be assigned. For the avoidance of doubt, "Required Consent" does not include any Consent, which, by its terms, cannot be unreasonably withheld, unless clause (b) of the preceding sentence applies.

"Retained Assets" – any rights, titles, interests, assets, and properties that are originally included in the Assets under the terms of this Agreement, but that are subsequently excluded from the Assets or sale under this Agreement pursuant to the terms of this Agreement at any time before or after the Closing.

"Retained Liabilities" – Damages, liabilities and obligations attributable to, arising out of or in connection with, or based upon (a) the disposal or transportation prior to Closing of any Hazardous Materials generated or used by Seller, its Affiliates or a Third Party operator in connection with the ownership or operation of the Assets or and taken from the Assets to any location that is not an Asset; (b) personal injury (including death) and property damage claims attributable to Seller's or its Affiliates' ownership of the Assets prior to the Closing; (c) failure to properly and timely pay, in accordance with the terms of any Lease, Contract or applicable Legal Requirement, all Royalties and any other Working Interest amounts (in each case) with respect to the Assets that are due by Seller or any of its Affiliates (or any Third Party payor remitting amounts on behalf of Seller or its Affiliates) and attributable to Seller's ownership of the Assets prior to the Effective Time; (d) the Retained Litigation; (e) any and all Seller Taxes; (f) any claim made by an employee of Seller or any Affiliate of Seller directly relating to such employment; (g) any penalties or fines imposed by any Governmental Body and related to Seller's ownership of the Assets; (h) Seller's gross negligence or willful misconduct in connection with any Assets prior to Closing; and (i) the Potential Discharged Claims and any failure of Seller to take any action, or pursue or enforce any right, remedy or cause of action, to cause the discharge of or prevent the enforcement or collection of any Potential Discharged Claim; *provided* that, from and after the date that is eighteen (18) months following the Closing Date, all Damages, liabilities and obligations arising out of clauses (a) and (b) shall no longer be Retained Liabilities and shall be deemed Assumed Liabilities.

"Retained Litigation" – the litigation set forth in Schedule 3.05, Part B.

"Royalties" – royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests, back-in interests and other burdens upon, measured by or payable out of production.

"Scheduled Closing Date" – as defined in Section 2.03.

"SEC" – as defined in Section 4.10.

"SEC Filings" – as defined in Section 6.06(b).

"Seller" – as defined in the preamble to this Agreement.

"Seller Closing Documents" – as defined in Section 3.02(a).

"Seller Group" – Seller and its Affiliates, and their respective Representatives.

"Seller Party" – each of LEH and LOI, individually.

"Seller Taxes" – (a) Income Taxes imposed by any applicable laws on any Seller Party, any of its direct or indirect owners or Affiliates, or any combined, unitary, or consolidated group of which any of the foregoing is or was a member, (b) Asset Taxes allocable to Seller pursuant to Section 12.02(c) (taking into account, and without duplication of, such Asset Taxes effectively borne by Seller as a result of (i) the adjustments to the Purchase Price made pursuant to Section 2.03, Section 2.05(c) or Section 2.05(d), as applicable, and (ii) any payments made from one Party to the other in respect of Asset Taxes pursuant to Section 12.02(c)), (c) any Taxes imposed on or with respect to the ownership or operation of the Excluded Assets or that are attributable to any asset or business of any Seller Party that is not part of the Assets, and (d) any and all Taxes (other than the Taxes described in clauses (a), (b) or (c) of this definition) imposed on or with respect to the ownership or operation of the Assets or the production of Hydrocarbons or the receipt of proceeds therefrom for any Tax period (or portion thereof) ending before the Effective Time.

"Special Financial Statements" – as defined in Section 6.06(b).

"Stipulation and Agreed Order" means the Stipulation and Agreed Order, dated May 31, 2017 (Docket Number 2086 of the Bankruptcy Cases), executed by Seller (or its applicable predecessor or Affiliate) and the United States Department of the Interior and ordered by the Bankruptcy Court.

"Straddle Period" – any Tax period beginning before and ending after the Effective Time.

"Surface Fee Interests" – as set forth in the definition of "Assets".

"Suspense Funds" – proceeds of production and associated penalties and interest in respect of any of the Wells that are payable to any Third Party and are being held in suspense by Seller.

"Target Formation" – as set forth in Exhibit H.

"Tax" or "Taxes" – (a) any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, unclaimed property and escheat obligations and other governmental charges imposed by any Governmental Body, including income, profits, franchise, alternative or add-on minimum, gross receipts, environmental (including taxes under Section 59A of the Code), registration, withholding, employment, social security (or similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated, unemployment, severance, compensation, utility, stamp, premium, windfall profits, transfer, gains, production and excise taxes, and customs duties, together with any interest, penalties, fines or additions thereto and (b) any successor or transferee liability or any liability that arises by reason of being a member of a consolidated, combined or unitary group, in each case, in respect of any items described in clause (a) above.

"Tax Allocation" – as defined in Section 2.07(b).

"Tax Returns" – any and all reports, returns, declarations, claims for refund, elections, disclosures, estimates, information reports or returns or statements supplied or required to be supplied to a Governmental Body in connection with Taxes, including any schedule or attachment thereto or amendment thereof.

"Third Party" – any Person other than a Party or an Affiliate of a Party.

"Threatened" – a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made in writing to a Party or any of its officers, directors, or employees that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Title Benefit" – as defined in Section 11.08.

"Title Benefit Notice" – as defined in Section 11.08.

"Title Benefit Properties" – as defined in Section 11.08.

"Title Benefit Value" – as defined in Section 11.08.

"Title Defect" – any Encumbrance, defect or other matter that causes Seller not to have Defensible Title in and to the Wells or DSUs, without duplication; *provided* that the following shall not be considered Title Defects:

(a) defects arising solely out of the lack of corporate or other entity authorization unless Buyer provides affirmative evidence that such corporate or other entity action was not authorized and results in (or could reasonably be expected to result in) another Person's superior title to the relevant Wells or DSUs;

(b) defects based on a gap in Seller's chain of title in the county or parish records, unless Buyer affirmatively shows such gap to exist in such records by an abstract of title, title opinion, landman's title chain, run sheet or other document, which documents (if any) shall be included in a Title Defect Notice (for the avoidance of doubt, a non-certified, cursory or limited title chain will satisfy this requirement);

(c) defects based solely upon the failure to record any federal or state Leases or any assignments of interests in such Leases in any county real property record; *provided* that failures to record any federal or state Leases or any assignments of interests in such Leases in the applicable public record may be defects if the failure to so record cannot be cured by filing the same after the Effective Time in the applicable public record;

(d) defects arising from any change in applicable Legal Requirement after the Execution Date;

(e) defects arising from any prior oil and gas lease taken more than twenty (20) years prior to the Effective Time relating to the lands covered by a Lease not being surrendered of record, unless Buyer provides affirmative evidence that a Third Party is conducting operations on, asserting ownership of, or has a claim of superior title to, the Assets, sufficient evidence of which shall include written communication by a party with record title to such prior lease asserting the validity of the lease;

(f) defects that affect only which non-Seller Person has the right to receive royalty payments rather than the amount or the proper payment of such royalty payment;

(g) defects based solely on the lack of information in Seller's files; and

(h) defects arising from a mortgage encumbering the oil, gas or mineral estate of any lessor in the Assets unless a complaint of foreclosure has been filed or any similar action taken by the mortgagee thereunder and in such case such mortgage has not been subordinated to the Lease applicable to such Asset.

"Title Defect Cure Period" – as defined in Section 11.06(a).

"Title Defect Notice" – as defined in Section 11.04.

"Title Defect Property" – as defined in Section 11.04.

"Title Defect Value" – as defined in Section 11.04.

"Transfer Tax" – all transfer, documentary, sales, use, stamp, registration and similar Taxes (but excluding Income Taxes) and fees arising out of, or in connection with, the transfer of the Assets pursuant to this Agreement.

"Units" – as set forth in the definition of "Assets".

"Wells" – as set forth in the definition of "Assets".

"Working Interest" – with respect to any Well, the interest in and to such Well that is burdened with the obligation to bear and pay costs and expenses of maintenance, development and operations on or in connection with such Well(limited to the applicable currently producing formation as described in the definition of "Defensible Title" and subject to any reservations, limitations or depth restrictions described for such Well in Schedule 2.07(a)), but without regard to the effect of any Royalties or other burdens.

ARTICLE 2
SALE AND TRANSFER OF ASSETS; CLOSING

2.01 Assets. Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell and transfer (or shall cause to be sold and transferred) the Assets to Buyer, and Buyer shall purchase, pay for, and accept the Assets from Seller.

2.02 Purchase Price; Deposit. Subject to any adjustments that may be made under Section 2.05, the purchase price for the Assets will be $285,000,000 (the "Purchase Price"). Within one (1) Business Day after the Execution Date, Buyer will deposit by wire transfer in same day funds into an escrow account (the "Escrow Account") established pursuant to the terms of a mutually agreeable Escrow Agreement (the "Escrow Agreement") an amount equal to the Deposit Amount. The Deposit Amount shall be held by the Escrow Agent, and if the Closing timely occurs, on or before the Closing Date, the Parties shall execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to

Seller at Closing, which Deposit Amount shall be applied as a credit toward the Preliminary Amount as provided in Section 2.03. If this Agreement is terminated prior to the Closing in accordance with Section 9.01, then the provisions of Section 9.02 shall apply and the distribution of the Deposit Amount shall be governed in accordance therewith.

2.03 Closing; Preliminary Settlement Statement. The Closing shall take place at the offices of Kirkland and Ellis LLP at 609 Main Street, 45th Floor, Houston, Texas 77002, on or before November 30, 2017 (the "Scheduled Closing Date"), or if all conditions to Closing under Article 7 and Article 8 have not yet been satisfied or waived, within ten (10) Business Days after such conditions have been satisfied or waived, subject to such conditions being satisfied or waived at the Closing and subject to the provisions of Article 9. The date on which Closing occurs shall be the "Closing Date". Subject to the provisions of Articles 7, 8, and 9, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section 2.03 shall not result in the termination of this Agreement and shall not relieve either Party of any obligation under this Agreement. Not later than five (5) Business Days prior to the Closing Date, Seller will deliver to Buyer a statement setting forth in reasonable detail Seller's reasonable good faith determination of the Preliminary Amount based upon the best information available at that time (the "Preliminary Settlement Statement"). Within two (2) Business Days after its receipt of the Preliminary Settlement Statement, Buyer may submit to Seller in writing any objections or proposed changes thereto and Seller shall consider all such objections and proposed changes in good faith. The estimate agreed to by Seller and Buyer, or, absent such agreement, delivered in the Preliminary Settlement Statement by Seller in accordance with this Section 2.03, will be the Preliminary Amount to be paid by Buyer to Seller at the Closing.

2.04 Closing Obligations. At the Closing:

(a) Each Seller Party shall deliver (and execute, as appropriate), or cause to be delivered (and executed, as appropriate), to Buyer:

(i) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located, together with any assignments, on appropriate forms, of federal, state and Indian Leases comprising portions of the Assets, if any, in sufficient counterparts necessary to facilitate filing with the applicable Governmental Bodies;

(ii) possession of the Assets (except the Suspense Funds, which shall be conveyed to Buyer by way of one or more adjustments to the Purchase Price as provided in Section 2.05(c)(ii)(E));

(iii) a certificate, in substantially the form set forth in Exhibit G executed by an officer of such Seller Party, certifying on behalf of such Seller Party that the conditions to Closing set forth in Sections 7.01 and 7.02 have been fulfilled;

(iv) a Treasury Regulation Section 1.1445-2(b)(2) statement, certifying that such Seller Party (or its regarded owner, if such Seller Party is an entity disregarded as separate from its owner) is not a "foreign person" within the meaning of the Code;

(v) an executed counterpart of the Preliminary Settlement Statement;

(vi) a recordable release in a form reasonably acceptable to Buyer of any trust, mortgages, financing statements, fixture filings and security agreements, in each case, securing indebtedness for borrowed money made by such Seller Party or its Affiliates affecting the Assets;

(vii) a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller; and

(viii) such documents as Buyer or counsel for Buyer may reasonably request, including letters-in-lieu of transfer order to Third Party operators and purchasers of production from the Wells (which shall be prepared and provided by Buyer with assistance from Seller and reasonably satisfactory to Seller).

(b) Buyer shall deliver (and execute, as appropriate) to Seller or the Escrow Agent, as applicable:

(i) the Preliminary Amount (*less* the Deposit Amount and *less* any amount to be deposited with the Escrow Agent pursuant to Section 11.06(a)(ii)(A)) by wire transfer to the accounts specified by Seller in written notices given by Seller to Buyer at least two (2) Business Days prior to the Closing Date;

(ii) any amount equal to the aggregate Title Defect Value for all Title Defects not cured by Closing pursuant to Section 11.06(a)(ii)(A) by wire transfer to the Escrow Account;

(iii) the Instruments of Conveyance in the appropriate number for recording in the real property records where the Assets are located, together with any assignments, on appropriate forms, of federal, state and Indian Leases comprising portions of the Assets, if any, in sufficient counterparts necessary to facilitate filing with the applicable Governmental Bodies;

(iv) a certificate, in substantially the form set forth in Exhibit G executed by an officer of Buyer, certifying on behalf of Buyer that the conditions to Closing set forth in Sections 8.01 and 8.02 have been fulfilled;

(v) an executed counterpart of the Preliminary Settlement Statement;

(vi) evidence of replacement bonds, guarantees, and other sureties required pursuant to Section 6.03(a);

(vii) a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller; and

(viii) such other documents as Seller or counsel for Seller may reasonably request, including letters-in-lieu of transfer order to Third Party operators and purchasers of production from the Wells (which shall be prepared and provided by Buyer with assistance from Seller and reasonably satisfactory to Seller).

2.05 Allocations and Adjustments.

(a) If the Closing occurs:

(i) Buyer shall be entitled to all production and products from or attributable to the Assets from and after the Effective Time and the proceeds thereof, and to all other income, proceeds, receipts, and credits earned with respect to the Assets on or after the Effective Time, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred from and after the Effective Time. Seller shall be entitled to all production and products from or attributable to the Assets prior to the Effective Time and the proceeds thereof, and shall be responsible for (and entitled to any refunds with respect to) all Property Costs attributable to the Assets and incurred prior to the Effective Time. "Earned" and "incurred," as used in this Agreement, shall be interpreted in accordance with generally accepted accounting principles and Council of Petroleum Accountants Society (COPAS) standards.

(ii) Subject to the last sentence of this Section 2.05(a)(ii), if either Party receives monies belonging to the other Party, including proceeds of production, then such amount shall, within thirty (30) days after the end of the calendar month in which such amounts were received, be paid by such receiving Party to the proper Party. After the Final Settlement Date, and subject to the last sentence of this Section 2.05(a)(ii), (A) if either Party pays monies for Property Costs which are the obligation of the other Party, then such other Party shall, within thirty (30) days after the end of the calendar month in which the applicable invoice and proof of payment of such invoice were received by such other Party, reimburse the Party which paid such Property Costs, (B) if a Party receives an invoice of a Property Cost which is owed by the other Party, such Party receiving the invoice shall promptly forward such invoice to the Party obligated to pay the same, and (C) if an invoice for Property Costs is received by a Party, which is partially an obligation of both Seller and Buyer, then the Parties shall consult with each other, and each shall promptly pay its portion of such Property Costs to the obligee thereof. Notwithstanding the foregoing, any obligation of either Party to remit monies belonging to the other Party or to reimburse the other Party for monies paid for Property Costs, in each case, in accordance with this Section 2.05(a)(ii), shall not apply after the date that is one hundred eighty (180) days following the Final Settlement Date.

(b) For purposes of allocating revenues, production, proceeds, income, accounts receivable, and products under this Section 2.05, (A) liquid Hydrocarbons produced into storage facilities will be deemed to be "from or attributable to" the Wells when they pass through the pipeline connecting into the storage facilities into which they are run, and (B) gaseous Hydrocarbons and liquid Hydrocarbons produced into pipelines will be deemed to be "from or attributable to" the Wells when they pass through the receipt point sales meters

on the pipelines through which they are transported. In order to accomplish the foregoing allocation of production, the Parties shall rely upon the gauging, metering, and strapping procedures which were conducted on or about the Effective Time and, unless demonstrated to be inaccurate, shall utilize reasonable interpolating procedures to arrive at an allocation of production when exact gauging, metering, and strapping data is not available on hand as of the Effective Time.

(c) The Purchase Price shall be, without duplication,

(i) increased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Buyer from the sale of Hydrocarbons produced from and attributable to the Assets during any period prior to the Effective Time to which Seller is entitled under Section 2.05(a) (net of any (x) Royalties and (y) Third Party gathering, processing, transportation and other similar midstream, marketing and other post-production costs) and (ii) other proceeds received with respect to the Assets for which Seller would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Buyer pursuant to Section 12.02(c) but paid or otherwise economically borne by Seller (excluding, for the avoidance of doubt, any Asset Taxes that were withheld or deducted from the gross amount paid or payable to Seller in connection with a transaction to which Section 2.05(c)(ii)(A) applies, and therefore were taken into account in determining the "proceeds received" by Seller for purposes of applying Section 2.05(c)(ii)(A) with respect to such transaction);

(C) the aggregate amount of all non-reimbursed Property Costs that have been paid by Seller that are attributable to the ownership of the Assets after the Effective Time (including prepayments with respect to any period after the Effective Time, Buyer's estimate of which are set forth on Schedule 2.05(c)(i)(C));

(D) the amount of any other upward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties;

(E) to the extent that proceeds for such volumes have not been received by Seller, an amount equal to the value of all Hydrocarbons attributable to the Assets in storage or existing in stock tanks, pipelines or plants (including inventory, but excluding tank fill or line fill) as of the Effective Time;

(F) if applicable, the amount, if any, of Imbalances in favor of Seller, *multiplied by* the average realized residue natural gas price between November 2016 and April 2017 (which shall equal the quotient of (x) the amount of revenue attributable to the sale of residue natural gas during such period, *divided by* (y) the volume of net residue natural gas sales

during such period), or, to the extent that the applicable Contracts provide for cash balancing, the actual cash balance amount determined to be due to Seller as of the Effective Time; and

(ii) decreased by the following amounts:

(A) the aggregate amount of (i) proceeds received by Seller from the sale of Hydrocarbons produced from and attributable to the Assets from and after the Effective Time to which Buyer is entitled under Section 2.05(a) (net of any (x) Royalties and (y) Third Party gathering, processing, transportation and other similar midstream, marketing and post-production costs, in each case, to the extent paid by Seller and for which the Purchase Price is not adjusted hereunder or which do not constitute Assumed Liabilities) and (ii) other proceeds received by Seller with respect to the Assets for which Buyer would otherwise be entitled under Section 2.05(a);

(B) the amount of all Asset Taxes allocable to Seller pursuant to Section 12.02(c) but paid or otherwise economically borne by Buyer (excluding, for the avoidance of doubt, any Asset Taxes that were withheld or deducted from the gross amount paid or payable to Buyer in connection with a transaction to which Section 2.05(c)(i)(A) applies, and therefore were taken into account in determining the "proceeds received" by Buyer for purposes of applying Section 2.05(c)(i)(A) with respect to such transaction);

(C) the aggregate amount of all downward adjustments pursuant to Article 11;

(D) the aggregate amount of all non-reimbursed Property Costs that are attributable to the ownership of the Assets prior to the Effective Time (excluding prepayments with respect to any period after the Effective Time) and paid by Buyer;

(E) the amount of the Suspense Funds as of the Closing Date;

(F) the amount of any other downward adjustment specifically provided for in this Agreement or mutually agreed upon by the Parties; and

(G) if applicable, the amount, if any, of Imbalances owing by Seller, *multiplied by* the average realized residue natural gas price between November 2016 and April 2017 (which shall equal the quotient of (x) the amount of revenue attributable to the sale of residue natural gas during such period, *divided by* (y) the volume of net residue natural gas sales during such period), or, to the extent that the applicable Contracts provide for cash balancing, the actual cash balance amount determined to be owed by Seller as of the Effective Time.

(d) As soon as practicable after the Closing, but no later than ninety (90) days following the Closing Date, Seller shall prepare and submit to Buyer a statement (the "Final Settlement Statement") setting forth each adjustment or payment which was not finally determined as of the Closing Date and showing the values used to determine such adjustments to reflect the final adjusted Purchase Price based on actual credits, charges, receipts and other items before and after the Effective Time. Seller shall, at Buyer's request, supply available documentation in reasonable detail to support any credit, charge, receipt or other item, including all documentation used by Seller in the preparation of such statement. On or before thirty (30) days after receipt of the Final Settlement Statement, Buyer shall deliver to Seller a written report containing any changes that Buyer proposes be made to the Final Settlement Statement and an explanation of any such changes and the reasons therefor together with any supporting information (the "Dispute Notice"). During such thirty (30) day period, Buyer shall be given reasonable access to Seller's books and records relating to the matters required to be accounted for in the Final Settlement Statement. Any changes not included in the Dispute Notice shall be deemed waived. If Buyer fails to timely deliver a Dispute Notice to Seller containing changes Buyer proposes to be made to the Final Settlement Statement, the Final Settlement Statement as delivered by Seller will be deemed to be mutually agreed upon by the Parties and will, without limiting Section 12.02(c) or Buyer's right to indemnity under Section 10.02(c) for Seller Taxes, be final and binding on the Parties. Upon delivery of the Dispute Notice, the Parties shall undertake to agree with respect to any disputed amounts identified therein by the date that is one hundred fifty (150) days after the Closing Date (the "Post-Closing Date"). Except for Title Defect and Environmental Defect adjustments pursuant to Section 2.05(c)(ii)(C), which, if unresolved, shall be subject to the arbitration provisions of Section 11.15, if the Parties are still unable to agree regarding any item set forth in the Dispute Notice as of the Post-Closing Date, then the Parties shall submit to the independent accounting firm of Grant Thornton LLP (the "Accounting Expert") a written notice of such dispute along with reasonable supporting detail for the position of Buyer and Seller, respectively, and the Accounting Expert shall finally determine such disputed item in accordance with the terms of this Agreement. The Accounting Expert shall act as an expert and not an arbitrator. In determining the proper amount of any adjustment to the Purchase Price related to the disputed item, the Accounting Expert shall not increase the Purchase Price more than the increase proposed by Seller nor decrease the Purchase Price more than the decrease proposed by Buyer, as applicable. The decision of such Accounting Expert shall, without limiting Section 12.02(c) or Buyer's right to indemnity under Section 10.02(c) for Seller Taxes, be binding on the Parties, and the fees and expenses of such Accounting Expert shall be borne one-half (1/2) by Seller and one-half (1/2) by Buyer. The date upon which all adjustments and amounts in the Final Settlement Statement are agreed to (or deemed agreed to) or fully and finally determined by the Accounting Expert as set forth in this Section 2.05(d) shall be called the "Final Settlement Date," and the final adjusted Purchase Price shall be called the "Final Amount." If (a) the Final Amount is more than the Preliminary Amount, Buyer shall pay to Seller an amount equal to the Final Amount, *minus* the Preliminary Amount; or (b) the Final Amount is less than the Preliminary Amount, Seller shall pay to Buyer an amount equal to the Preliminary Amount, *minus* the Final Amount. Such payment shall be made within five (5) Business Days after the Final Settlement Date by wire transfer of immediately available funds to the accounts specified pursuant to wire instructions delivered in advance by Seller or Buyer, as applicable.

2.06 Assumption. If the Closing occurs, from and after the Closing Date, Buyer shall assume, fulfill, perform, pay, and discharge the following liabilities arising from, based upon, related to, or associated with the Assets and only to the extent not constituting Retained Liabilities (collectively, the "Assumed Liabilities") subject to Seller's indemnity obligations under Section 10.02 (further subject to the limitations and restrictions in Article 10): any and all Damages and obligations, known or unknown, allocable to the Assets prior to, at, or after the Effective Time, including any and all Damages and obligations: (a) attributable to or resulting from the use, maintenance or ownership of the Assets, regardless whether arising before, at or after the Effective Time, except for Property Costs which shall have been accounted for as provided under Section 2.05; (b) imposed by any Legal Requirement or Governmental Body relating to the Assets; (c) for plugging, abandonment, decommissioning, and surface restoration of the Assets, including oil, gas, injection, water, or other wells and all surface facilities; (d) subject to Buyer's rights and remedies set forth in Article 11 and the special warranty of Defensible Title set forth in the Instruments of Conveyance, attributable to or resulting from lack of Defensible Title to the Assets; (e) attributable to the Suspense Funds, to the extent actually received by Buyer (or for which a reduction to the Purchase Price was made); (f) attributable to the Imbalances; (g) subject to Buyer's rights and remedies set forth in Article 11, attributable to or resulting from all Environmental Liabilities relating to the Assets; (h) subject to Buyer's rights and remedies set forth in Sections 3.11, 11.02 and 11.03, related to the conveyance of the Assets to Buyer at Closing (including arising from the conveyance thereof without consent or in violation of a preferential purchase right or any maintenance of uniform interest provision); (i) attributable to or resulting from Asset Taxes to the extent attributable to periods (or portions thereof) from and after the Effective Time pursuant to Section 12.02(c) (taking into account, and without duplication of, such Asset Taxes effectively borne by Buyer as a result of (A) the adjustments to the Purchase Price made pursuant to Section 2.03, Section 2.05(c) or Section 2.05(d), as applicable, and (B) any payments made from one Party to the other in respect of Asset Taxes pursuant to Section 12.02(c)); (j) attributable to or resulting from Transfer Taxes, if any, imposed or required in connection with the sale of the Assets to Buyer or the filing or recording of all assignments related to the sale of the Assets to Buyer; (k) attributable to the Leases and the Applicable Contracts; and (l) attributable to the Assumed Litigation; *provided, however*, notwithstanding anything herein to the contrary, the Assumed Liabilities shall not include any liabilities for which Buyer is entitled to indemnification under Section 10.02. Buyer acknowledges that: (i) the Assets have been used in connection with the exploration for, and the development, production, treatment, and transportation of, Hydrocarbons; (ii) spills of wastes, Hydrocarbons, produced water, Hazardous Materials, and other materials and substances may have occurred in the past or in connection with the Assets; (iii) there is a possibility that there are currently unknown, abandoned wells, plugged wells, pipelines, and other equipment on or underneath the property underlying the Assets; and (iv) it is the intent of the Parties that, subject to the terms and conditions of this Agreement, all liability associated with the matters described in clauses (i) through (iii) above as well as any responsibility and liability to decommission, plug, or replug such wells (including the Wells) in accordance with all Legal Requirements and requirements of Governmental Bodies be passed to Buyer effective as of the Effective Time and that Buyer shall assume all responsibility and liability for such matters and all claims and demands related thereto; and subject to Buyer's rights and remedies set forth in Article 11 and with respect to the representations in Section 3.14, Buyer further acknowledges that: (I) the Assets may contain asbestos, Hazardous Materials, or NORM; (II) NORM may affix or attach

itself to the inside of wells, materials, and equipment as scale or in other forms; (III) wells, materials, and equipment located on the Assets may contain NORM; and (IV) special procedures may be required for remediating, removing, transporting, and disposing of asbestos, NORM, Hazardous Materials, and other materials from the Assets. From and after the Closing, but effective as of the Effective Time, subject to Seller's indemnity obligations under Section 10.02 (subject to the limitations and restrictions in Article 10), as between Buyer and Seller, Buyer shall assume, with respect to the Assets, all responsibility and liability for any assessment, remediation, removal, transportation, and disposal of these materials and associated activities in accordance with all Legal Requirements and requirements of Governmental Bodies.

2.07 Allocation of Purchase Price.

(a) The Purchase Price shall be allocated among the Assets as set forth in Schedule 2.07 hereto. Seller and Buyer agree to be bound by the Allocated Values set forth in Schedule 2.07 for purposes of Article 11 hereof.

(b) Seller and Buyer shall use commercially reasonable efforts to agree within thirty (30) days following the Final Settlement Date, for the purpose of making the requisite filings under Section 1060 of the Code, and the regulations thereunder, to an allocation of the Purchase Price and any liabilities assumed by Buyer under this Agreement that are treated as consideration for U.S. federal Income Tax purposes among the Assets in accordance with the asset classes set forth in Treasury Regulations Section 1.338-6 and, to the extent allowed under applicable federal income Tax law, in a manner consistent with the Allocated Values set forth on Schedule 2.07 (the "Tax Allocation"); provided, however, that if the Seller and Buyer are unable to agree on such Tax Allocation within thirty (30) days after the Final Settlement Date, then the Seller and Buyer shall each be entitled to adopt their own positions regarding the Tax Allocation. If Seller and Buyer agree to the Tax Allocation, Seller and Buyer each agrees to report, and to cause its respective Affiliates to report, consistently with the Tax Allocation, as adjusted to take into account subsequent adjustments to the Purchase Price, on all Tax Returns, including Form 8594 (Asset Acquisition Statement under Section 1060 of the Code), and neither Party shall take any position inconsistent therewith upon examination of any Tax Return, in any refund claim, in any litigation, investigation or otherwise, unless required to do so by any Legal Requirement after notice to and discussions with the other Party, or with such other Party's prior consent; provided, however, that neither Party shall be unreasonably impeded in its ability and discretion to negotiate, compromise and/or settle any Tax audit, claim or similar proceedings in connection with such allocation.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller Party jointly and severally represents and warrants to Buyer as of the Execution Date and the Closing Date, the following:

3.01 Organization and Good Standing. Such Seller Party is a Delaware limited liability company, and is duly organized, validly existing, and in good standing under the laws of the State of Delaware and, where required, is duly qualified to do business and is in good

standing in each jurisdiction in which the Assets are located, with full limited liability company power and authority to conduct its business as it is now being conducted, and to own or use the properties and assets that it purports to own or use. Such Seller Party is not a "foreign person" for purposes of Section 1445 of the Code.

3.02 Authority; No Conflict.

(a) The execution, delivery, and performance of this Agreement and the Contemplated Transactions have been duly and validly authorized by all necessary limited liability company action on the part of such Seller Party. This Agreement has been duly executed and delivered by such Seller Party and at the Closing, all instruments executed and delivered by such Seller Party at or in connection with the Closing shall have been duly executed and delivered by such Seller Party. This Agreement constitutes the legal, valid, and binding obligation of such Seller Party, enforceable against such Seller Party in accordance with its terms, except as such enforceability may be limited by a bankruptcy proceeding commenced after the Execution Date or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law). Upon execution and delivery by such Seller Party of the Instruments of Conveyance at the Closing, such Instruments of Conveyance shall constitute legal, valid and binding transfers and conveyances of the Assets. Upon the execution and delivery by such Seller Party of any other documents at the Closing (collectively with the Instruments of Conveyance, such Seller Party's "Seller Closing Documents"), such Seller Closing Documents shall constitute the legal, valid, and binding obligations of such Seller Party, enforceable against such Seller Party in accordance with their terms, except as such enforceability may be limited by a bankruptcy proceeding commenced after the Execution Date or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a Proceeding in equity or at law).

(b) Except as set forth in Schedule 3.02(b), and assuming the receipt of all Consents and the waiver of all Preferential Purchase Rights (in each case) applicable to the Contemplated Transactions and set forth in Schedule 3.11, neither the execution and delivery of this Agreement by such Seller Party nor the consummation or performance of any of the Contemplated Transactions by such Seller Party shall, directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of such Seller Party, or (B) any resolution adopted by the board of directors, managers or officers of such Seller Party;

(ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any Contract or agreement or any Legal Requirement or Order to which such Seller Party, or any of the Assets, may be subject;

(iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that relates to the Assets; or

(iv) (A) result in a default, in any material respect, or the imposition, creation or continuance of any Encumbrance upon or with respect to any of the Assets or (B) give rise to any right of termination, cancellation or acceleration under, or require any consent under, any note, bond, mortgage or indenture to which such Seller Party is a party or by which the Assets are bound, in each case except for Permitted Encumbrances.

3.03 Bankruptcy. Except for claims or matters related to the Bankruptcy Cases commenced on May 11, 2016 where the Plan of Reorganization became effective on February 28, 2017, for which the United States Bankruptcy Court for the Southern District of Texas retains limited jurisdiction, there are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by such Seller Party or, to such Seller Party's Knowledge, Threatened, against such Seller Party. Such Seller Party is, and will be immediately after giving effect to the Contemplated Transactions, solvent.

3.04 Taxes. All material Tax Returns required to be filed by such Seller Party with respect to Asset Taxes have been timely filed and all such Tax Returns are correct and complete in all material respects. All material Asset Taxes required to be paid with respect to the Assets that are or have become due have been timely paid in full, and such Seller Party is not delinquent in the payment of any such Asset Taxes. There is not currently in effect any extension or waiver of any statute of limitations of any jurisdiction regarding the assessment or collection of any material Asset Taxes relating to the Assets. Except as set forth in Schedule 3.05, there are no liens on any of the Assets attributable to Taxes other than Permitted Encumbrances. There are no administrative or judicial proceedings by any taxing authority pending against Seller relating to or in connection with any material Asset Taxes relating to the Assets. All Tax withholding and deposit requirements imposed by applicable Legal Requirements with respect to any of the Assets have been satisfied in all material respects. No Asset is subject to any tax partnership agreement or is otherwise treated, or required to be treated, as held in an arrangement requiring a partnership income tax return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code or any similar state statute.

3.05 Legal Proceedings. Other than the Assumed Litigation and Retained Litigation, such Seller Party has not been served with any Proceeding, and there is no pending or, to such Seller Party's Knowledge, Threatened Proceeding against such Seller Party or any of its Affiliates, in each case, that (a) relates to such Seller Party's ownership of any of the Assets, or (b) challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions.

3.06 Brokers. Neither such Seller Party nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are and will remain the sole responsibility of such Seller Party and its Affiliates.

3.07 Compliance with Legal Requirements. Except as set forth in Schedule 3.07, there is no uncured material violation by such Seller Party of any Legal Requirements (other than Environmental Laws) with respect to such Seller Party's ownership of the Assets. To such Seller Party's Knowledge, all Assets operated by Third Parties have been operated in all material respects in compliance with all applicable Legal Requirements (other than Environmental Laws). Neither such Seller Party nor any of its Affiliates has received any written notice from any Governmental Body or Third Party (including copies of any such notices provided to such Seller Party by Third Party operators) of any material violation of or material default relating to the Assets with respect to any Legal Requirement that remains unresolved.

3.08 Prepayments. Except for any Imbalances, no Seller Party nor any Third Party receiving revenues on behalf of such Seller Party has received payment under any Contract for the sale of Hydrocarbons produced from the Assets which requires delivery in the future to any party of Hydrocarbons previously paid for and not yet delivered.

3.09 Imbalances. To such Seller Party's Knowledge, except as set forth in Schedule 3.09, there are no Imbalances with respect to such Seller Party's obligations relating to the Wells as of the Effective Time.

3.10 Material Contracts. Schedule 3.10 (Part A) sets forth all Applicable Contracts of the type described below as of the Execution Date (collectively, the "Material Contracts"):

(a) any Applicable Contract that is a Hydrocarbon purchase and sale, transportation, gathering, treating, processing, compression, marketing or similar Applicable Contract that is not terminable by such Seller Party without penalty on sixty (60) days' or less notice;

(b) any Applicable Contract that can reasonably be expected to result in aggregate payments or receipts of revenue by such Seller Party of more than One Hundred Thousand Dollars ($100,000) (net to such Seller Party's interest) during the current or any subsequent fiscal year or more than One Million Dollars ($1,000,000) in the aggregate net to such Seller Party's interest over the term of such Applicable Contract (based on the terms thereof and contracted (or if none, current) quantities where applicable);

(c) any Applicable Contract that is an indenture, mortgage, deed of trust, loan, credit agreement, sale-leaseback, guaranty of any obligation, bond, letter of credit, security interest, hedging, or similar financial Contract;

(d) any Applicable Contract that constitutes a partnership agreement, joint venture agreement, area of mutual interest agreement, non-compete agreement, joint exploration agreement, joint development agreement, joint operating agreement, farmin or farmout agreement, carry agreement, net profits interest agreement, participation agreement, production sharing agreement, unit agreement, purchase and sale agreement, exchange agreement or similar Contract where any material obligation (excluding any ongoing confidentiality, indemnity and/or remediation obligation) has not been completed prior to the Effective Time (in each case, excluding any tax partnership);

(e) any Applicable Contract that provides for a call upon, option to purchase or similar right under any agreements with respect to the Hydrocarbons from the Assets;

(f) any Applicable Contract that provides for an irrevocable power of attorney that will be in effect after the Closing Date;

(g) any Applicable Contract that provides for, as its primary purpose, an indemnity;

(h) any Applicable Contract between such Seller Party and any Affiliate of such Seller Party or among two or more Seller Parties;

(i) any Applicable Contract for the sale, lease, farmout, or exchange of Seller's interest in the Assets; and

(j) any Applicable Contract that is (or the primary purpose of which is) a confidentiality agreement, remediation agreement or indemnification agreement (but excluding any Applicable Contract that contains non-material confidentiality, remediation and/or indemnification provisions in the ordinary course of business that are ancillary to the principal purpose of such Applicable Contract).

Neither such Seller Party, nor to the Knowledge of such Seller Party, any other party is in material breach of or in default under any Material Contract, and no event, occurrence, condition or act has occurred that, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a material breach, default or event of default by such Seller Party or, to the Knowledge of such Seller Party, any other party thereto, in each case except as set forth in Schedule 3.10 (Part A). Except as set forth in Schedule 3.10 (Part A), such Seller Party has not received, and to such Seller Party's Knowledge, no Third Party operator has received, any notice from a Third Party alleging a violation or breach of any Material Contract by such Seller Party. Except as set forth in Schedule 3.10 (Part A), there are no Contracts with Affiliates of such Seller Party, Hedge Contracts or Debt Contracts that will be binding on the Assets after Closing. Prior to the Execution Date, other than the Material Contracts described on Schedule 3.10 (Part B) (*provided* that Seller shall use commercially reasonable efforts to cause true and complete copies of such Material Contracts to be delivered to Buyer prior to Closing), Seller has delivered to Buyer true and complete copies of each Material Contract and any and all substantive amendments thereto. Except as set forth in Schedule 3.10 (Part C), and assuming the receipt of all Consents and the waiver of all Preferential Purchase Rights (in each case) applicable to the Contemplated Transactions and set forth in Schedule 3.11, neither the execution and delivery of this Agreement by such Seller Party nor the consummation or performance of any of the Contemplated Transactions by such Seller Party shall, directly or indirectly (with or without notice or lapse of time), give rise to any right of termination, cancellation or acceleration under, or require any consent under, any of the terms, conditions or provisions of any Applicable Contract, or other Contract to which such Seller Party is a party or by which the Assets are bound, in each case except for Permitted Encumbrances.

3.11 Consents and Preferential Purchase Rights. To such Seller Party's Knowledge, except as set forth in Schedule 3.11, none of the Assets is subject to any Preferential Purchase Rights or Consents required to be obtained by such Seller Party which may be applicable to the

Contemplated Transactions, except for (a) Consents and approvals of Governmental Bodies that are customarily obtained after Closing and (b) Contracts that are terminable by such Seller Party upon not greater than thirty (30) days' notice without payment of any fee.

3.12 Permits. To such Seller Party's Knowledge, except as set forth in Schedule 3.12, (a) each applicable Third Party operator has acquired all material Permits from appropriate Governmental Bodies to conduct operations on the Assets in material compliance with all applicable Legal Requirements; (b) all such Permits are in full force and effect and no Proceeding is pending or Threatened, to suspend, revoke or terminate any such Permit or declare any such Permit invalid; and (c) such Third Party operator is in compliance in all material respects with all such Permits.

3.13 Current Commitments. Schedule 3.13 sets forth, as of the Execution Date, all approved authorizations for expenditures and other approved capital commitments, individually equal to or greater than Five Hundred Thousand Dollars ($500,000) (based on one hundred percent (100%) of the Working Interest in the underlying asset) (the "AFEs") relating to the Assets to drill or rework any Wells or for other capital expenditures for which all of the activities anticipated in such AFEs have not been completed by the Execution Date.

3.14 Environmental Laws. Except as disclosed on Schedule 3.14, (a) there are no actions, suits or proceedings pending, or to such Seller Party's Knowledge, threatened in writing, before any Governmental Body with respect to the Assets alleging material violations of, or material liabilities under, Environmental Laws, or claiming remediation obligations, and (b) such Seller Party has received no notice from any Governmental Body or, with respect only to unresolved environmental matters, any other Person (including copies of any such notices provided to such Seller Party by Third Party operators) of any alleged or actual material violation or non-compliance with, or material liability under, any Environmental Law or of material non-compliance with the terms or conditions of any environmental permits, arising from, based upon, associated with or related to the Assets or the ownership or operation of any thereof.

3.15 Wells. Except as disclosed on Schedule 3.15, to such Seller Party's Knowledge, (a) no Well is subject to material penalties on allowable production after the Effective Time because of any overproduction, and (b) there are no Wells (i) that the applicable operator is obligated by applicable Legal Requirements or contract to plug or abandon, (ii) that have been plugged, dismantled or abandoned in a manner that does not comply in all material respects with Legal Requirements, or (iii) that are currently subject to exceptions to a requirement to plug or abandon issued by a Governmental Body.

3.16 Leases. Such Seller Party has not received any written notice from any lessor (including copies of any such notices provided to such Seller Party by Third Party operators) under any of the Leases seeking to terminate, cancel or rescind any Lease, and such Seller Party has not received any written notice from any lessor under any of the Leases (including copies of any such notices provided to such Seller Party by Third Party operators) alleging any unresolved material default under any Lease. Such Seller Party is not and, to the Knowledge of such Seller Party, no other party to any Lease is, in material breach of the terms, provisions or conditions of the Leases. Assuming the receipt of all Consents and the waiver of all Preferential Purchase Rights (in each case) applicable to the Contemplated Transactions and set forth in Schedule 3.11,

neither the execution and delivery of this Agreement by such Seller Party nor the consummation or performance of any of the Contemplated Transactions by such Seller Party shall, directly or indirectly (with or without notice or lapse of time), give rise to any right of termination, cancellation or acceleration under, or require any consent under, any of the terms, conditions or provisions of any Lease, in each case except for Permitted Encumbrances.

3.17 Non-Consent Operations. Except as disclosed on Schedule 3.17, no operations are being conducted or have been conducted on the Assets with respect to which such Seller Party has elected to be a nonconsenting party under the applicable operating agreement and with respect to which such Seller Party's rights have not yet reverted to it.

3.18 Guarantees. Schedule 3.18 is a complete and accurate list of all material bonds, letters of credit and guarantees posted or entered into by such Seller Party in connection with the ownership of the Assets.

3.19 Suspense Funds. Schedule 3.19 lists all Suspense Funds held in suspense by such Seller Party or its Affiliates as of the date set forth in such Schedule.

3.20 Acreage Dedication or Volume Commitment. There is no Contract to which such Seller Party is a party or is bound that relates to any Asset and contains an acreage or production dedication, minimum volume commitment or similar arrangement.

3.21 Knowledge Qualifier for Non-Operated Assets. To the extent that such Seller Party has made any representations or warranties in Section 3.09, 3.10, 3.12, 3.15, 3.16, 3.17, or 3.19 in connection with matters relating to Non-Operated Assets, each and every such representation and warranty shall be deemed to be qualified by the phrase, "To such Seller Party's Knowledge."

3.22 Disclosures with Multiple Applicability; Materiality. If any fact, condition, or matter disclosed in Seller's disclosure Schedules applies to more than one Section of this Article 3, a single disclosure of such fact, condition, or matter on Seller's disclosure Schedules shall constitute disclosure with respect to all sections of this Article 3 to which such fact, condition, or other matter applies to the extent reasonably apparent on the face of Seller's disclosure Schedules, regardless of the section of Seller's disclosure Schedules in which such fact, condition, or other matter is described. Inclusion of a matter on Seller's disclosure Schedules with respect to a representation or warranty that is qualified by "material" or any variant thereof shall not necessarily be deemed an indication that such matter is, or may be, material. Matters may be disclosed on a Schedule to this Agreement for purposes of information only.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the Execution Date and the Closing Date, the following:

4.01 Organization and Good Standing. Buyer is a limited liability company and duly organized, validly existing, and in good standing under the laws of Delaware, and as of the Closing will be duly qualified to do business and in good standing in each jurisdiction in which such qualification is required by applicable Legal Requirements to own the Assets.

4.02 Authority; No Conflict.

(a) This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Upon the execution and delivery by Buyer of the Instruments of Conveyance and any other documents executed and delivered by Buyer at the Closing (collectively, "Buyer's Closing Documents"), Buyer's Closing Documents shall constitute the legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Buyer has all necessary right, power, authority, and capacity to execute and deliver this Agreement and Buyer's Closing Documents, and to perform its obligations under this Agreement and Buyer's Closing Documents.

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall give any Person the right to prevent, delay, or otherwise interfere with any of the Contemplated Transactions.

(c) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer shall (i) contravene, conflict with, or result in a violation of any provision of the Organizational Documents of Buyer, (ii) contravene, conflict with, or result in a violation of any resolution adopted by the board of managers, or members of Buyer, or (iii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions, to terminate, accelerate, or modify any terms of, or to exercise any remedy or obtain any relief under, any agreement or any Legal Requirement or Order to which Buyer may be subject.

(d) Buyer is not and shall not be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

4.03 Certain Proceedings. There is no Proceeding pending against Buyer that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To Buyer's Knowledge, no such Proceeding has been Threatened.

4.04 Knowledgeable Investor. Buyer is an experienced and knowledgeable investor in the oil and gas business. Prior to entering into this Agreement, Buyer was advised by its own legal, tax, and other professional counsel concerning this Agreement, the Contemplated

Transactions, the Assets, and their value, and it has relied solely thereon and on the representations and obligations of Seller in this Agreement and the documents to be executed by Seller in connection with this Agreement at the Closing. Buyer is acquiring the Assets for its own account and not for sale or distribution in violation of the Securities Act of 1933, as amended, the rules and regulations thereunder, any applicable state blue sky laws, or any other applicable Legal Requirements.

4.05 Qualification. Buyer is an "accredited investor," as such term is defined in Regulation D of the Securities Act of 1933, as amended. Buyer is not acquiring the Assets in connection with a distribution or resale thereof in violation of federal or state securities laws and the rules and regulations thereunder. Buyer is, or as of the Closing will be, qualified under applicable Legal Requirements to hold leases, rights-of-way, and other rights issued or controlled by (or on behalf of) any applicable Governmental Body and will be qualified under applicable Legal Requirements to own the Assets. Buyer has, or as of the Closing will have, posted or submitted for approval such bonds as may be required for the ownership or, where applicable, operatorship by Buyer of the Assets. To Buyer's Knowledge, no fact or condition exists with respect to Buyer or the Assets which may cause any Governmental Body to withhold its approval of the Contemplated Transactions.

4.06 Brokers. Neither Buyer nor its Affiliates have incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees with respect to the Contemplated Transactions other than obligations that are or will remain the sole responsibility of Buyer and its Affiliates.

4.07 Financial Ability. Buyer has sufficient cash, available lines of credit, or other sources of immediately available funds to enable it to (a) deliver the amounts due at the Closing, (b) take such actions as may be required to consummate the Contemplated Transactions, and (c) timely pay and perform Buyer's obligations under this Agreement and Buyer's Closing Documents. Buyer expressly acknowledges that its having sufficient funds shall in no event be a condition to Buyer's performance of its obligations hereunder, and in no event shall the Buyer's failure to perform its obligations hereunder be excused by failure to receive funds from any source.

4.08 Securities Laws. The solicitation of offers and the sale of the Assets by Seller have not been registered under any securities laws. At no time has Buyer been presented with or solicited by or through any public promotion or any form of advertising in connection with the Contemplated Transactions. Buyer is not acquiring the Assets with the intent of distributing fractional, undivided interests that would be subject to regulation by federal or state securities laws, and if it sells, transfers, or otherwise disposes of the Assets or fractional undivided interests therein, it shall do so in compliance with applicable federal and state securities laws.

4.09 Due Diligence. Without limiting or impairing any representation, warranty, covenant or agreement of Seller contained in this Agreement and the Seller Closing Documents, or Buyer's right to rely thereon, subject to Buyer's rights to access the Assets to conduct a due diligence review in accordance with this Agreement, at Closing, Buyer and its Representatives have (a) been permitted access to materials relating to the Assets, (b) been afforded the opportunity to ask all questions of Seller (or Seller's Representatives) concerning the Assets,

(c) been afforded the opportunity to investigate the condition of the Assets, and (d) had the opportunity to take such other actions and make such other independent investigations as Buyer deems necessary to evaluate the Assets and understand the merits and risks of an investment therein and to verify the truth, accuracy, and completeness of the materials, documents, and other information provided or made available to Buyer (whether by Seller or otherwise). **WITHOUT LIMITING OR IMPAIRING ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF THE SELLER PARTIES CONTAINED IN THIS AGREEMENT AND THE SELLER CLOSING DOCUMENTS (INCLUDING THE SPECIAL WARRANTY OF DEFENSIBLE TITLE SET FORTH IN THE INSTRUMENTS OF CONVEYANCE), OR BUYER'S RIGHT TO RELY UPON EACH OF THE FOREGOING OR BUYER'S RIGHTS UNDER ARTICLE 11, BUYER HEREBY WAIVES ANY CLAIMS ARISING OUT OF ANY MATERIALS, DOCUMENTS, OR OTHER INFORMATION PROVIDED OR MADE AVAILABLE TO BUYER (WHETHER BY SELLER OR OTHERWISE), WHETHER UNDER THIS AGREEMENT, AT COMMON LAW, BY STATUTE, OR OTHERWISE.**

4.10 Basis of Buyer's Decision. By reason of Buyer's knowledge and experience in the evaluation, acquisition, and operation of oil and gas properties, Buyer has evaluated the merits and the risks of purchasing the Assets from Seller and has formed an opinion based solely on Buyer's knowledge and experience, Buyer's due diligence, and Seller's representations, warranties, covenants, and agreements contained in this Agreement and the Seller Closing Documents, and not on any other representations or warranties by Seller. Buyer has not relied and shall not rely on any statements by Seller or its Representatives (other than those representations, warranties, covenants, and agreements of Seller contained in this Agreement and the Seller Closing Documents) in making its decision to enter into this Agreement or to close the Contemplated Transactions. **BUYER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") NOR ANY OTHER GOVERNMENTAL BODY HAS PASSED UPON THE ASSETS OR MADE ANY FINDING OR DETERMINATION AS TO THE FAIRNESS OF AN INVESTMENT IN THE ASSETS OR THE ACCURACY OR ADEQUACY OF THE DISCLOSURES MADE TO BUYER, AND, EXCEPT AS SET FORTH IN ARTICLE 9, BUYER IS NOT ENTITLED TO CANCEL, TERMINATE, OR REVOKE THIS AGREEMENT, WHETHER DUE TO THE INABILITY OF BUYER TO OBTAIN FINANCING OR PAY THE PURCHASE PRICE, OR OTHERWISE.**

4.11 Business Use, Bargaining Position. Buyer is purchasing the Assets for commercial or business use. Buyer has sufficient knowledge and experience in financial and business matters that enables it to evaluate the merits and the risks of transactions such as the Contemplated Transactions, and Buyer is not in a significantly disparate bargaining position with Seller. Buyer expressly acknowledges and recognizes that the price for which Seller has agreed to sell the Assets and perform its obligations under the terms of this Agreement has been predicated upon the inapplicability of the Texas Deceptive Trade Practices – Consumer Protection Act, V.C.T.A. BUS & COMM ANN. § 17.41 et seq. (the "DTPA"), to the extent applicable, or any similar Legal Requirement. **BUYER FURTHER RECOGNIZES THAT SELLER, IN DETERMINING TO PROCEED WITH ENTERING INTO THIS AGREEMENT, HAS EXPRESSLY RELIED ON THE PROVISIONS OF THIS ARTICLE 4.**

4.12 Bankruptcy. There are no bankruptcy, reorganization, receivership, or arrangement proceedings pending or being contemplated by Buyer or, to Buyer's Knowledge, Threatened against Buyer. Buyer is, and will be immediately after giving effect to the Contemplated Transactions, solvent.

ARTICLE 5
COVENANTS OF SELLER

5.01 Access and Investigation.

(a) Between the Execution Date and the Defect Notice Date, to the extent doing so would not violate applicable Legal Requirements, Seller's obligations to any Third Party or other restrictions on Seller, Seller shall (i) afford Buyer and its Representatives access, at such times as Buyer may reasonably request upon at least 24 hours' prior written notice, during Seller's regular hours of business, to reasonably appropriate Seller's personnel, any contracts, books and Records, and other documents and data related to the Assets, except any such contracts, books and records, or other documents and data to the extent they are Excluded Assets, and (ii) promptly furnish Buyer and its Representatives, at Buyer's sole cost and expense, with electronic copies (to the extent electronic copies are maintained in Seller's ordinary course of business or otherwise already exist) of all such contracts, books and Records, and other existing documents and data related to the Assets as Buyer and its Representatives may reasonably request, except for any such contracts, books and records, or other documents and data to the extent they are Excluded Assets (and upon Buyer's request, Seller shall use reasonable efforts to obtain the consent of Third Party operators to give Buyer and its Representatives reasonable access to similar information with respect to Assets not operated by Seller or its Affiliates; *provided* that Seller shall not be required to make payments or undertake obligations in favor any Third Parties in order to obtain such consent); ***PROVIDED*** **THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER MAKES NO REPRESENTATION OR WARRANTY, AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE DOCUMENTS, INFORMATION, BOOKS, RECORDS, FILES, AND OTHER DATA THAT IT MAY PROVIDE OR DISCLOSE TO BUYER**.

(b) Notwithstanding the provisions of Section 5.01(a), (i) Buyer's investigation shall be conducted in a manner that reasonably minimizes interference with the operations of the business of Seller and any applicable Third Parties, and (ii) subject to Section 11.09, Buyer's right of access shall not entitle Buyer to operate equipment or conduct subsurface or other invasive testing or sampling. Environmental review shall not exceed the review contemplated by a Phase I Environmental Site Assessment without Seller's prior written permission, which may be withheld in Seller's sole discretion.

(c) Buyer acknowledges that, pursuant to its right of access to the Records and the Assets, Buyer will become privy to confidential and other information of Seller and Seller's Affiliates and the Assets and that such confidential information shall be held confidential by Buyer and Buyer's Representatives in accordance with the terms of the Confidentiality Agreement. If the Closing should occur, the foregoing confidentiality restriction on Buyer, including the Confidentiality Agreement, shall terminate (except as to the Excluded Assets); *provided* that such termination of the Confidentiality Agreement shall not relieve any party thereto from any liability thereunder for the breach of such agreement prior to the Execution Date.

5.02 Ownership of the Assets. Except as set forth on Schedule 5.02, or as required by applicable Legal Requirements, between the Execution Date and the Closing, Seller shall operate its business with respect to its ownership of the Assets in the ordinary course, and, without limiting the generality of the preceding, shall:

(a) not transfer, sell, hypothecate, Encumber, or otherwise dispose of any of the Assets, except for sales of Hydrocarbons, equipment and inventory in the ordinary course of business;

(b) subject to clause (k) below, not abandon any Asset (except the abandonment or expiration of Leases in accordance with their terms, including with respect to leases not capable of producing in paying quantities after the expiration of their primary terms or for failure to pay delay rentals or shut-in royalties or similar types of lease maintenance payments);

(c) not propose, or agree to participate in any single operation with respect to the Wells or Leases with an anticipated cost in excess of Five Hundred Thousand Dollars ($500,000) (based on one hundred percent (100%) of the Working Interest in the underlying asset), except for any emergency operations otherwise conducted in compliance with this Agreement;

(d) not execute, terminate, cancel, extend, or materially amend or modify any Material Contract and not execute, terminate, cancel, or materially amend or modify any Lease, other than the execution or extension of a Contract for the sale, exchange, transportation, gathering, treating, or processing of Hydrocarbons terminable without penalty on sixty (60) days' or shorter notice;

(e) not make any election (or fail to make an election, the result of which is) to go non-consent with respect to any of the Assets, unless Buyer fails to provide consent under clause (c);

(f) not waive, release, assign, settle or compromise any Proceeding, material right or claim relating to the Assets, other than the Retained Liabilities or waivers, releases, assignments, settlements or compromises that involve only the payment of monetary damages not in excess of Thirty-Five Thousand Dollars ($35,000) individually (excluding amounts to be paid under insurance policies);

(g) not take, nor permit any of its Affiliates (or authorize any investment banker, financial advisor, attorney, accountant or other Person retained by, acting for or on behalf of Seller or any such Affiliate) to take, directly or indirectly, any action to solicit, or negotiate, any offer from any Person concerning the direct or indirect acquisition of the Assets by any Person other than Buyer or its Affiliates except for sales of Hydrocarbons, equipment and inventory in the ordinary course of business;

(h) not form or create or object to the formation or creation by Buyer of any drilling unit applicable to the Assets;

(i) not enter into any agreement with respect to any of the foregoing;

(j) provide Buyer copies of AFEs with respect to the Assets promptly after receipt by Seller;

(k) use commercially reasonable efforts to keep Buyer apprised of any drilling, re-drilling or completion operations proposed or conducted with respect to the Assets; and

(l) pay (or cause to be paid) any and all Asset Taxes that could result in an Encumbrance (other than a Permitted Encumbrance) with respect to the Assets that become due and payable prior to the Closing Date.

Buyer acknowledges that Seller owns undivided interests in certain of the properties comprising the Assets, and Buyer agrees that the acts or omissions of the other working interest owners who are not Seller or an Affiliate of Seller shall not constitute a Breach of the provisions of this Section 5.02, nor shall any action required by a vote of working interest owners constitute such a Breach so long as Seller or its Affiliate has voted its interest in a manner that complies with the provisions of this Section 5.02. Further, no action or inaction of any Third Party operator with respect to any Asset shall constitute a Breach of this Section 5.02 to the extent Seller uses commercially reasonable efforts to cause such Third Party operator to operate such applicable Asset in a manner consistent with this Section 5.02. Seller shall seek Buyer's approval to perform any action that would otherwise be restricted by this Section 5.02, and Buyer's approval of any such action shall not be unreasonably withheld, conditioned, or delayed, and shall be considered granted ten (10) days (unless a shorter time is reasonably required by the circumstances and such shorter time is specified in Seller's notice) after delivery of notice from Seller to Buyer requesting such consent unless Buyer notifies Seller to the contrary during such ten (10)-day period. Notwithstanding the foregoing provisions of this Section 5.02, in the event of an emergency involving imminent threat to property or life, Seller may take such action as reasonably necessary and shall notify Buyer of such action promptly thereafter. Any matter approved (or deemed approved) by Buyer pursuant to this Section 5.02 that would otherwise constitute a Breach of one of Seller's representations and warranties in Article 3 shall be deemed to be an exclusion from all representations and warranties for which it is relevant.

5.03 Insurance. Seller shall maintain in force during the period from the Execution Date until the Closing, all of Seller's insurance policies (including qualified self insurance) pertaining to the Assets in the amounts and with the coverages currently maintained by Seller. The daily pro-rated annual premiums for Third Party insurance set forth on Schedule 5.03 that accrue after the Effective Time and are attributable to the insurance coverage for the period after the Effective Time until the Closing will constitute Property Costs.

5.04 Consent and Waivers. Seller shall use commercially reasonable efforts to obtain prior to the Closing written waivers of all Preferential Purchase Rights and all Consents necessary for the transfer of the Assets to Buyer; *provided* that in the event Seller is unable to obtain all such waivers of Preferential Purchase Rights and Consents after using such commercially reasonable efforts, such failure to satisfy shall not constitute a Breach of this Agreement. Seller shall not be required to make any payments to, or undertake any obligations for the benefit of, the holders of such rights in order to obtain the Required Consents. Buyer shall reasonably cooperate with Seller in seeking to obtain such Consents.

5.05 Amendment to Schedules. Until the fifth (5th) Business Day before Closing, Seller shall have the right (but not the obligation) to supplement the Schedules relating to the representations and warranties set forth in Article 3 with respect to any matters that first occur subsequent to the Execution Date. Except to the extent such updates are a direct result of actions taken with Buyer's consent pursuant to Section 5.02, prior to Closing, any such supplement shall not be considered for purposes of determining if Buyer's Closing conditions have been met under Section 7.01 or for determining any remedies available under this Agreement.

5.06 Affiliate Contracts. Seller will terminate or cause its respective Affiliates to terminate, effective as of the Closing Date, any contracts or agreements between Seller and its Affiliates insofar and only insofar as such contracts or agreements relate to or bind the Assets.

5.07 Stipulation and Agreed Order. Prior to Closing, Seller (or its applicable Affiliate or predecessor) shall cause the Stipulation and Agreed Order to be amended or supplemented such that Exhibit 1 to the Stipulation and Agreed Order properly and accurately reflects all of the federal Leases (including the lots associated with such Leases) identified on Exhibit A.

ARTICLE 6
OTHER COVENANTS

6.01 Notification and Cure. Between the Execution Date and the Closing Date, Buyer shall promptly notify Seller in writing and Seller shall promptly notify Buyer in writing if Seller or Buyer, as applicable, obtains Knowledge following the Execution Date of any Breach, in any material respect, of its or the other Party's representations and warranties or covenants, in any material respect; *provided* that failure to provide such notice shall not limit a Party's rights or remedies under this Agreement with respect to such Breach. If any of Buyer's or Seller's representations or warranties are untrue or shall become untrue in any material respect between the Execution Date and the Closing Date, or if any of Buyer's or Seller's covenants or agreements to be performed or observed prior to or on the Closing Date shall not have been so performed or observed in any material respect, and such Breach of representation, warranty, covenant or agreement shall (if curable) be fully cured by the Closing (or, if the Closing does not occur, by the Outside Date), then such Breach shall be considered not to have occurred for all purposes of this Agreement.

6.02 Intentionally Omitted.

6.03 Replacement of Insurance, Bonds, Letters of Credit, and Guaranties.

(a) The Parties understand that none of the insurance currently maintained by Seller or Seller's Affiliates covering the Assets, nor any of the bonds, letters of credit, or guaranties, if any, posted by Seller or Seller's Affiliates with Governmental Bodies or co-owners and relating to the Assets will be transferred to Buyer. On or before the Closing Date, Buyer shall obtain, and deliver to Seller evidence of, all necessary replacement bonds, letters of credit, and guaranties, and evidence of such other authorizations, qualifications, and approvals, in each case set forth on Schedule 3.18 and necessary for Buyer to own the Assets.

(b) Promptly (but in no event later than thirty (30) days) after Closing, Buyer shall, at its sole cost and expense, make all filings with Governmental Bodies necessary to assign and transfer the Assets and title thereto and to comply with applicable Legal Requirements, and Seller shall reasonably assist Buyer with such filings.

6.04 Governmental Reviews. Seller and Buyer shall (and shall cause their respective Affiliates to), in a timely manner, make all other required filings (if any) with, prepare applications to, and conduct negotiations with Governmental Bodies as required to consummate the Contemplated Transactions. Each Party shall, to the extent permitted pursuant to applicable Legal Requirements, cooperate with and use all reasonable efforts to assist the other with respect to such filings, applications and negotiations. Buyer shall bear the cost of all filing or application fees payable to any Governmental Body with respect to the Contemplated Transactions, regardless of whether Buyer, Seller, or any Affiliate of any of them is required to make the payment.

6.05 Intentionally Omitted**.**

6.06 Financing Matters.

(a) Assistance with Financing. Prior to the Closing Date, Seller shall provide, and shall use its commercially reasonable efforts to cause its Affiliates and its and their respective Representatives to provide, Buyer such cooperation as may be reasonably requested by Buyer with respect to the Debt Financing at such times and in such manner as does not materially and adversely interfere with operations of Seller and the Assets; *provided* that any information requested by Buyer is reasonably available to Seller or any of its Affiliates or its or their respective Representatives.

(b) Financial Information.

(i) Until the date that is six months following the Closing Date, Seller shall use its commercially reasonable efforts to cooperate with Buyer and its independent auditor ("Buyer's Auditor") in Buyer's preparation, at the sole cost and expense of Buyer, of the Special Financial Statements (as defined below), in such form that such statements and the notes thereto can be audited (in the case of the Annual Financial Statements (as defined below)) or reviewed (in the case of the Interim Financial Statements (as defined below)) by Buyer's Auditor. The "Special Financial Statements" shall refer to (A) statements of revenues over direct operating expenses attributable to the Assets for the fiscal years ended December 31, 2017, 2016 and 2015 (the "Annual Financial Statements") and (B) statements of revenues over direct operating expenses attributable to the Assets for the nine months ended September 30, 2017 (the "Interim Financial Statements"). The Special Financial Statements will be prepared in accordance with GAAP and any requirements of the Securities Act of 1933, as amended, and any rules or regulations promulgated thereunder. The Annual Financial Statements shall include the required oil and gas disclosures, including estimates of quantities of proved reserves as of, and a reconciliation of proved oil and gas reserves for, each of the fiscal years ended December 31, 2017, 2016 and 2015,

and the standardized measure of discounted future net cash flows as of, and a reconciliation of the standardized measure of future discounted cash flows for, each of the fiscal years ended December 31, 2017, 2016 and 2015. Until the date that is six months following the Closing Date, (A) Seller shall provide Buyer, its Representatives, and Buyer's Auditor with reasonable access to its personnel, its auditor and its Affiliates necessary for the preparation and audit of the Special Financial Statements; and (B) Seller agrees to provide, and will use its commercially reasonable efforts to cause its Affiliates to provide, at Buyer's sole cost and expense, information from, and reasonable access to, its accounting records to the extent required to prepare any pro forma financial statements of Buyer that include pro forma adjustments with respect to Seller or the Assets, which may be required in any reports, registration statements and other filings to be made by Buyer or any of its Affiliates with the SEC pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder or the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (such reports, registration statements and other filings, the "SEC Filings").

(ii) In the event the SEC requires financial statements in respect of the Assets that vary in form or content from, or in the periods covered by, the Special Financial Statements ("Alternative Financial Statements"), Seller shall, at the sole cost and expense of Buyer, use its commercially reasonable efforts to cooperate with Buyer in the preparation and auditing or review of such financial statements.

(iii) Notwithstanding anything to the contrary, (A) Seller shall in no event be required to create new records relating to the Assets or Special Financial Statements, (B) the access to be provided to Buyer, its Representatives, and Buyer's Auditor shall not interfere with Seller's ability to prepare its own financial statements or its regular conduct of business and shall be made available during Seller's normal business hours and (C) such cooperation shall not include any actions that Seller reasonably believes would result in a violation of any material agreement or any confidentiality arrangement or the loss of any legal or other applicable privilege. All non-public or otherwise confidential information regarding Seller obtained by Buyer, its Representatives, or Buyer's Auditor shall be kept confidential for a period of one year from such disclosure in accordance with the terms of the Confidentiality Agreement as if the Confidentiality Agreement were still in effect.

(c) Costs and Expenses. Buyer shall promptly, upon request by Seller, reimburse Seller for all reasonable and documented out-of-pocket costs and expenses incurred by Seller in connection with its cooperation contemplated by this Section 6.06. Except in the case of actual fraud, (i) all of the information provided by Seller pursuant to this Section 6.06 is given without any representation or warranty, express or implied, and (ii) in no event will Seller or its Affiliates or Representatives have any liability of any kind or nature to Buyer, its Financing Sources or any other Person arising or resulting from the cooperation provided in this Section 6.06 or any use of any information provided by Seller or its Affiliates or Representatives pursuant to this Section 6.06. Without affecting Buyer's rights under this Agreement, Buyer shall indemnify and hold harmless the Seller

Group from and against any and all Damages suffered or incurred by any of them in connection with the arrangement of the Debt Financing and any information provided by Seller to Buyer pursuant to this Section 6.06; *provided*, *however*, that Buyer shall not be required to indemnify and hold harmless the Seller Group to the extent that such Damages arise from or are related to actual fraud by any member of the Seller Group.

ARTICLE 7
CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

7.01 Accuracy of Representations. All of Seller's representations and warranties in this Agreement must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality, true and correct in all respects) on and as of such specified date.

7.02 Seller's Performance**.** All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

7.03 No Proceedings. Since the Execution Date, there must not have been commenced or Threatened against Seller, or against any of Seller's Affiliates, any Proceeding (other than any matter initiated by Buyer or its Affiliates) seeking to restrain, enjoin, or otherwise prohibit or make illegal, or seeking to recover material damages on account of, any of the Contemplated Transactions.

7.04 No Orders. On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

7.05 Necessary Consents and Approvals. All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

7.06 Intentionally Omitted.

7.07 Closing Deliverables**.** Seller shall have delivered (or be ready, willing and able to deliver at the Closing) to Buyer the documents and other items required to be delivered by Seller under Section 2.04(a).

7.08 Title Defect Values, Environmental Defect Values, etc. The sum of (a) all Title Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible (*less* the sum of all Title Benefit Values asserted by Seller in good faith), *plus* (b) the Aggregate Environmental Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible, *plus* (c) the aggregate downward Purchase Price adjustments under Section 11.02, *plus* (d) the aggregate downward Purchase Price adjustments under Section 11.03, *plus* (e) the aggregate amount of all Casualty Losses (as determined by Buyer acting in good faith and net to Seller's interest) shall be less than or equal to twenty percent (20%) of the unadjusted Purchase Price.

ARTICLE 8
CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

Seller's obligation to sell the Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller, in whole or in part):

8.01 Accuracy of Representations. All of Buyer's representations and warranties in this Agreement must have been true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Execution Date, and must be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, true and correct in all respects) as of the Closing Date as if made on the Closing Date, other than any such representation and warranty that refers to a specified date, which need only be true and correct in all material respects (or, if qualified by materiality, true and correct in all respects) on and as of such specified date.

8.02 Buyer's Performance**.** All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

8.03 No Proceedings. Since the Execution Date, there must not have been commenced or Threatened against Buyer or against any of its Affiliates, any Proceeding (other than any matter initiated by Seller or an Affiliate of Seller) seeking to restrain, enjoin, or otherwise prohibit or make illegal, or seeking to recover material damages on account of, any of the Contemplated Transactions.

8.04 No Orders. On the Closing Date, there shall be no Order pending or remaining in force of any Governmental Body having appropriate jurisdiction that attempts to restrain, enjoin, or otherwise prohibit the consummation of the Contemplated Transactions, or that grants material damages in connection therewith.

8.05 Necessary Consents and Approvals. All Consents from Governmental Bodies and all approvals from Governmental Bodies required for the Contemplated Transactions, except Consents and approvals of assignments by Governmental Bodies that are customarily obtained after closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

8.06 Intentionally Omitted**.**

8.07 Closing Deliverables**.** Buyer shall have delivered (or be ready, willing and able to deliver at the Closing) to Seller or the Escrow Agent, as applicable, the documents and other items required to be delivered by Buyer under Section 2.04(b).

8.08 Qualifications. Buyer shall have obtained or submitted all authorizations, qualifications, approvals, replacement bonds, guarantees and other sureties required to be obtained on or prior to Closing under Section 6.03(a).

8.09 Title Defect Values, Environmental Defect Values, etc**.** The sum of (a) all Title Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible (*less* the sum of all Title Benefit Values asserted by Seller in good faith), *plus* (b) the Aggregate Environmental Defect Values asserted by Buyer in good faith and without taking into account the Aggregate Defect Deductible, *plus* (c) the aggregate downward Purchase Price adjustments under Section 11.02, *plus* (d) the aggregate downward Purchase Price adjustments under Section 11.03, *plus* (e) the aggregate amount of all Casualty Losses (as determined by Buyer acting in good faith and net to Seller's interest) shall be less than or equal to twenty percent (20%) of the unadjusted Purchase Price.

ARTICLE 9
TERMINATION

9.01 Termination Events. This Agreement may, by written notice given prior to or at the Closing, be terminated:

(a) by mutual written consent of Seller and Buyer;

(b) by Buyer, if Seller has committed a material Breach of this Agreement and such Breach causes any of the conditions to Closing set forth in Article 7 not to be satisfied (or, if prior to Closing, such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied); *provided*, *however*, that in the case of a Breach that is capable of being cured, Seller shall have a period of ten (10) Business Days following receipt of such notice to attempt to cure the Breach and the termination under this Section 9.01(b) shall not become effective unless Seller fails to cure such Breach prior to the end of such ten (10) Business Day period; *provided*, *further*, if (i) Seller's conditions to Closing in Article 8 have been satisfied or waived (in writing) in full on or after the Scheduled Closing Date, (ii) Seller is not otherwise in material Breach of the terms of this Agreement and (iii) Seller refuses or willfully or negligently delays to timely close the Contemplated Transactions, then such refusal or delay shall constitute a material Breach of this Agreement;

(c) by Seller, if Buyer has committed a material Breach of this Agreement and such breach causes any of the conditions to Closing set forth in Article 8 not to be satisfied (or, if prior to Closing, such Breach is of such a magnitude or effect that it will not be possible for such condition to be satisfied); *provided*, *however*, that in the case of a Breach that is capable of being cured, Buyer shall have a period of ten (10) Business Days following receipt of such notice to attempt to cure the Breach and the termination under this Section 9.01(c) shall not become effective unless Buyer fails to cure such Breach prior to

the end of such ten (10) Business Day period; *provided*, *further*, if (i) Buyer's conditions to Closing in Article 7 have been satisfied or waived (in writing) in full on or after the Scheduled Closing Date, (ii) Buyer is not otherwise in material Breach of the terms of this Agreement and (iii) Buyer refuses or willfully or negligently delays to timely close the Contemplated Transactions, then such refusal or delay shall constitute a material Breach of this Agreement;

(d) by either Seller or Buyer if the Closing has not occurred on or before December 31, 2017 (the "Outside Date"), or such later date as the Parties may agree upon in writing; *provided* that such failure does not result primarily from the terminating Party's material Breach of this Agreement;

(e) by either Seller or Buyer if (i) any Legal Requirement has made the consummation of the Contemplated Transactions illegal or otherwise prohibited, or (ii) a Governmental Body has issued an Order, or taken any other action permanently restraining, enjoining, or otherwise prohibiting the consummation of the Contemplated Transactions, and such Order or other action has become final and nonappealable;

(f) by Seller if the Closing condition in Section 8.09 is not satisfied (or not capable of being satisfied at Closing);

(g) by Buyer if the Closing condition in Section 7.08 is not satisfied (or not capable of being satisfied at Closing); or

(h) by Seller if Buyer fails to deposit the Deposit Amount into the Escrow Account on or before 5:00 p.m. (Central Time) on the first (1st) Business Day after the Execution Date.

9.02 Effect of Termination; Distribution of the Deposit Amount.

(a) If this Agreement is terminated pursuant to Section 9.01, all further obligations of the Parties under this Agreement shall terminate; *provided* that (i) such termination shall not impair nor restrict the rights of either Party against the other under Section 9.02(b), and (ii) the following provisions shall survive the termination: Article 1, Sections 9.02, 10.02(c), 10.03(c), 10.06, 10.07, 10.10, 10.11, 10.12, Article 12 (other than Section 12.01, Section 12.02(b) through 12.02(f), Section 12.05, Section 12.14 and Section 12.17, which shall terminate) and any such terms as set forth in this Agreement that are necessary to give context to any of the foregoing surviving Sections.

(b) Notwithstanding anything to the contrary in Section 9.02(a):

(i) If Seller has the right to terminate this Agreement (A) pursuant to Section 9.01(c) or (B) pursuant to Section 9.01(d), if at such time Seller could have terminated this Agreement pursuant to Section 9.01(c) (without regard to any cure periods contemplated therein) and all of Buyer's Closing conditions set forth in Article 7 are satisfied or waived, then, in either case, Seller shall be entitled (as its sole and exclusive remedy) to terminate this Agreement and receive the Deposit Amount as liquidated damages (and not as a penalty). If Seller terminates this Agreement pursuant to this Section 9.02(b)(i) and receives the Deposit Amount as liquidated

damages, (x) the Parties shall, within two (2) Business Days of such termination, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Seller and (y) Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(ii) If Buyer has the right to terminate this Agreement (A) pursuant to Section 9.01(b) or (B) pursuant to Section 9.01(d), if at such time Buyer could have terminated this Agreement pursuant to Section 9.01(b) (without regard to any cure periods contemplated therein) and all of Seller's Closing conditions set forth in Article 8 are satisfied or waived, then, in either case, Buyer shall have the right, at its sole discretion, to either (1) enforce specific performance by Seller of this Agreement, without posting any bond or the necessity of proving the inadequacy as a remedy of monetary damages, in which event the Deposit Amount will be applied as called for herein, or (2) if Buyer does not seek and successfully enforce specific performance, terminate this Agreement and (in addition to receipt of the Deposit Amount) seek to recover damages from Seller in an amount up to, but not exceeding the Deposit Amount, as liquidated damages (and not as a penalty). If Buyer elects to terminate this Agreement pursuant to this Section 9.02(b)(ii) and seek damages in an amount up to the Deposit Amount as liquidated damages, the Parties shall, within two (2) Business Days of Buyer's election, (x) execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer and (y) Seller shall be free to enjoy immediately all rights of ownership of the Assets and to sell, transfer, encumber, or otherwise dispose of the Assets to any Person without any restriction under this Agreement.

(c) The Parties recognize that the actual damages for a Party's material Breach of this Agreement would be difficult or impossible to ascertain with reasonable certainty and agree that the Deposit Amount would be a reasonable liquidated damages amount for such material Breach.

(d) If this Agreement is terminated by either Buyer or Seller pursuant to Section 9.01 for any reason other than as described in Section 9.02(b), then, in any such case, the Parties shall, within two (2) Business Days of such termination, execute and deliver to the Escrow Agent a joint instruction letter directing the Escrow Agent to release the Deposit Amount to Buyer.

(e) THE PARTIES FURTHER AGREE THAT, UNLESS AND UNTIL THE CLOSING OCCURS, THE SOLE AND EXCLUSIVE REMEDY OF SELLER AND ITS AFFILIATES AGAINST BUYER AND ANY OF ITS FORMER, CURRENT OR FUTURE GENERAL OR LIMITED PARTNERS, EQUITY HOLDERS, CONTROLLING PERSONS, MANAGEMENT COMPANIES, REPRESENTATIVES, ASSIGNEES OR AFFILIATES AND ANY AND ALL FORMER, CURRENT OR FUTURE HEIRS, EXECUTORS, ADMINISTRATORS, TRUSTEES, SUCCESSORS OR ASSIGNS OF THE FOREGOING (COLLECTIVELY, THE "BUYER RELATED

PARTIES") ARISING FROM OR RELATING TO THIS AGREEMENT AND THE CONTEMPLATED TRANSACTIONS, INCLUDING FOR ANY FAILURE OF BUYER TO EFFECT THE CLOSING OR OTHERWISE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT (WHETHER WILLFULLY, INTENTIONALLY, UNINTENTIONALLY OR OTHERWISE), WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE THE RIGHTS AND REMEDIES AGAINST BUYER DESCRIBED IN THIS SECTION 9.02. EXCEPT FOR THE RIGHTS AND REMEDIES AGAINST BUYER DESCRIBED IN THIS SECTION 9.02, IN FURTHERANCE OF THE FOREGOING, (A) SELLER RELEASES THE BUYER RELATED PARTIES, WAIVES ANY RIGHT OF RECOVERY FOR AND AGREES NOT TO SEEK ANY RECOVERY FOR ANY LOSS SUFFERED AS A RESULT OF ANY BREACH OF ANY COVENANT, OBLIGATION, REPRESENTATION OR WARRANTY IN THIS AGREEMENT OR THE FAILURE OF THE TRANSACTION TO BE CONSUMMATED, OR IN RESPECT OF ANY ORAL REPRESENTATION MADE OR ALLEGED TO HAVE BEEN MADE IN CONNECTION HEREWITH AND (B) THE MAXIMUM AGGREGATE MONETARY LIABILITY THAT THE BUYER RELATED PARTIES SHALL HAVE IN CONNECTION WITH SUCH LOSS SHALL BE THE FORFEITURE OF THE DEPOSIT AMOUNT IN ACCORDANCE WITH THIS SECTION 9.02.

9.03 Return of Records Upon Termination. Upon termination of this Agreement, (a) Buyer shall promptly return to Seller or destroy (at Seller's option) all title, engineering, geological and geophysical data, environmental assessments and reports, maps, documents and other information furnished by Seller to Buyer in connection with its due diligence investigation of the Assets in accordance with the Confidentiality Agreement and (b) an officer of Buyer shall certify Buyer's compliance with the preceding clause (a) to Seller in writing.

ARTICLE 10
INDEMNIFICATION; REMEDIES

10.01 Survival. The survival periods for the various representations, warranties, covenants and agreements contained herein shall be as follows: (a) Fundamental Representations shall survive indefinitely, (b) the representations and warranties in Section 3.04 shall survive for the applicable statute of limitations plus sixty (60) days, (c) the covenants and agreements of Buyer and Seller set forth in Section 12.02 shall survive for the applicable statute of limitations plus sixty (60) days, (d) the special warranty of Defensible Title set forth in the Instruments of Conveyance shall survive Closing for thirty-six (36) months, (e) all other representations, warranties, covenants and agreements of Seller shall survive for twelve (12) months after Closing, and (f) all other representations, warranties, covenants and agreements of Buyer shall survive indefinitely. Representations, warranties, covenants and agreements shall be of no further force and effect after the date of their expiration; *provided* that there shall be no termination of any bona fide claim asserted pursuant to this Agreement with respect to such a representation, warranty, covenant or agreement prior to its expiration date. The indemnities in Sections 10.02(a), 10.02(b), 10.03(a) and 10.03(b) shall terminate as of the termination date of each respective representation, warranty, covenant or agreement that is subject to indemnification thereunder, except in each case as to matters for which a specific written claim for indemnity has been delivered to the indemnifying person on or before such termination date.

The indemnities in Section 10.02(c) (with respect only to clauses (a) and (b) in the definition of Retained Liabilities) shall continue for eighteen (18) months following the Closing Date. The indemnities in Section 10.02(c) (with respect only to clause (e) in the definition of Retained Liabilities) shall survive for the applicable statute of limitations plus sixty (60) days. The indemnities in Section 10.02(c) (with respect to Retained Liabilities other than those described in clauses (a), (b) and (e) in the definition of Retained Liabilities) shall continue indefinitely. All other indemnities, and all other provisions of this Agreement, shall survive the Closing without time limit except as may otherwise be expressly provided herein.

10.02 Indemnification and Payment of Damages by Seller. Except as otherwise limited in this Article 10, from and after the Closing, Seller shall defend, release, indemnify, and hold harmless Buyer Group from and against, and shall pay to the Buyer Group the amount of, any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Seller in this Agreement, or in any certificate delivered by Seller pursuant to this Agreement;

(b) any Breach by Seller of any covenant, obligation, or agreement of Seller in this Agreement;

(c) the Retained Liabilities;

(d) the Excluded Assets; and

(e) the use, ownership or operation of the Retained Assets.

Notwithstanding anything to the contrary contained in this Agreement, after the Closing, the remedies provided in this Article 10, Article 11 and Section 12.17, along with the special warranty of Defensible Title set forth in the Instruments of Conveyance, are Buyer Group's exclusive legal remedies against Seller with respect to this Agreement and the Contemplated Transactions, including Breaches of the representations, warranties, covenants, obligations, and agreements of the Parties contained in this Agreement or the affirmations of such representations, warranties, covenants, obligations, and agreements contained in the certificate delivered by Seller at Closing pursuant to Section 2.04, and, except for the remedies provided in this Article 10, Article 11 and Section 12.17, along with the special warranty of Defensible Title set forth in the Instruments of Conveyance, **BUYER RELEASES SELLER GROUP FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, PROCEEDINGS, OR OTHER LEGAL RIGHTS AND REMEDIES OF BUYER GROUP, KNOWN OR UNKNOWN, WHICH BUYER MIGHT NOW OR SUBSEQUENTLY HAVE, BASED ON, RELATING TO OR IN ANY WAY ARISING OUT OF THIS AGREEMENT, THE CONTEMPLATED TRANSACTIONS, THE OWNERSHIP OR USE OF THE ASSETS PRIOR TO THE CLOSING, OR THE CONDITION, QUALITY, STATUS, OR NATURE OF THE ASSETS PRIOR TO THE CLOSING, INCLUDING ANY AND ALL CLAIMS RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY OR VIOLATIONS OF ENVIRONMENTAL LAWS AND INCLUDING RIGHTS TO CONTRIBUTION UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED, BREACHES OF STATUTORY OR IMPLIED**

WARRANTIES, NUISANCE, OR OTHER TORT ACTIONS, RIGHTS TO PUNITIVE DAMAGES, COMMON LAW RIGHTS OF CONTRIBUTION, AND RIGHTS UNDER INSURANCE MAINTAINED BY SELLER OR ANY OF SELLER'S AFFILIATES.

10.03 Indemnification and Payment of Damages by Buyer. Except as otherwise limited in this Article 10, Article 11 and Section 12.17, and except for the special warranty of Defensible Title set forth in the Instruments of Conveyance, from and after the Closing, Buyer shall assume, be responsible for, pay on a current basis, and shall defend, release, indemnify, and hold harmless Seller Group from and against, and shall pay to Seller Group the amount of any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of their respective rights under this Agreement arising from, based upon, related to, or associated with:

(a) any Breach of any representation or warranty made by Buyer in this Agreement or in any certificate delivered by Buyer pursuant to this Agreement;

(b) any Breach by Buyer of any covenant, obligation, or agreement of Buyer in this Agreement;

(c) any Damages arising out of or relating to Buyer's and its Representatives' access to the Assets and contracts, books and Records and other documents and data relating thereto prior to the Closing, including Buyer's title and environmental inspections pursuant to Sections 11.01 and 11.09, including Damages attributable to personal injury, illness or death, or property damage arising from such access; and

(d) the Assumed Liabilities.

Notwithstanding anything to the contrary contained in this Agreement, from and after Closing, the remedies provided in this Article 10 and Section 12.17 are Seller Group's exclusive legal remedies for Buyer's Breaches, all other legal rights and remedies being expressly waived by Seller Group.

10.04 Indemnity Net of Insurance. The amount of any Damages for which an indemnified Party is entitled to indemnity under this Article 10 shall be reduced by the amount of insurance or indemnification proceeds realized by the indemnified Party or its Affiliates with respect to such Damages (net of any collection costs, and excluding the proceeds of any insurance policy issued or underwritten, or indemnity granted, by the indemnified Party or its Affiliates).

10.05 Limitations on Liability.

(a) Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, if the Closing occurs, Seller shall not have any liability for any indemnification under Section 10.02(a): (i) for any Damages with respect to any occurrence, claim, award or judgment that do not individually exceed One Hundred Thousand Dollars ($100,000) net to Seller's interest (the "Individual Claim Threshold"); or (ii) unless and until the aggregate Damages for which claim notices for claims meeting the Individual Claim Threshold are delivered by Buyer exceed two

percent (2%) of the unadjusted Purchase Price, and then only to the extent such Damages exceed two percent (2%) of the unadjusted Purchase Price. Except with respect to the Fundamental Representations and the representations and warranties included in Section 3.04, in no event will Seller be liable for Damages indemnified under Section 10.02(a) to the extent such damages, exceed twenty percent (20%) of the unadjusted Purchase Price. Notwithstanding anything herein to the contrary, in no event will Seller's aggregate liability under this Agreement exceed one hundred percent (100%) of the unadjusted Purchase Price.

(b) Notwithstanding anything herein to the contrary, the obligations and rights of the Parties hereunder, and the Damages for which any Party is obligated to indemnify or entitled to indemnity under Section 10.02 or Section 10.03 shall be determined and calculated by excluding and without giving effect to any qualifiers as to materiality or other similar qualifiers set forth in any representation or warranty (including any bringdown of such representation or warranty in any certificate delivered pursuant to this Agreement).

(c) Notwithstanding anything in this Agreement to the contrary, Seller shall not be required to indemnify Buyer under Section 10.02(a) for any Asset Tax (or portion thereof) allocable to Buyer under Section 12.02(c) as a result of a breach by Seller of any representation or warranty set forth in Section 3.04, except to the extent the amount of such Asset Tax (or portion thereof) (i) exceeds the amount that would have been due absent such breach or (ii) was taken into account as an adjustment to the Purchase Price under Section 2.03, Section 2.05(c), Section 2.05(d) or Section 12.02(c).

10.06 Procedure for Indemnification – Third Party Claims.

(a) Promptly after receipt by an indemnified party under Section 10.02 or 10.03 of a Third Party claim for Damages or notice of the commencement of any Proceeding against it, such indemnified party shall, if a claim is to be made against an indemnifying Party under such Section, give notice to the indemnifying Party of the commencement of such claim or Proceeding, together with a claim for indemnification pursuant to this Article 10. The failure of any indemnified party to give notice of a Third Party claim or Proceeding as provided in this Section 10.06 shall not relieve the indemnifying Party of its obligations under this Article 10 except to the extent such failure results in insufficient time being available to permit the indemnifying Party to effectively defend against the Third Party claim or participate in the Proceeding or otherwise prejudices the indemnifying Party's ability to defend against the Third Party claim or participate in the Proceeding.

(b) If any Proceeding referred to in Section 10.06(a) is brought against an indemnified party and the indemnified party gives notice to the indemnifying Party of the commencement of such Proceeding, the indemnifying Party shall be entitled to participate in such Proceeding and, to the extent that it wishes (unless (i) the indemnifying Party is also a party to such Proceeding and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying Party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such Proceeding and provide indemnification with respect to such Proceeding), to assume the defense of such Proceeding with counsel reasonably satisfactory to the indemnified party,

and, after notice from the indemnifying Party to the indemnified party of the indemnifying Party's election to assume the defense of such Proceeding, the indemnifying Party shall not, as long as it diligently conducts such defense, be liable to the indemnified party under this Article 10 for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the indemnified party in connection with the defense of such Proceeding. Notwithstanding anything to the contrary in this Agreement, the indemnifying Party shall not be entitled to assume or continue control of the defense of any such Proceeding if (A) such Proceeding relates to or arises in connection with any criminal proceeding, (B) such Proceeding seeks an injunction or equitable relief against any indemnified party, (C) in the case of an indemnification claim by Buyer pursuant to Section 10.02(a) (other than with respect to a Fundamental Representation), such Proceeding has or would reasonably be expected to result in Damages in excess of the amount set forth in Section 10.05(a) (i.e., twenty percent (20%) of the unadjusted Purchase Price), or (D) the indemnifying Party has failed or is failing to defend in good faith such Proceeding. The indemnified party may participate in, but not control, at its own expense, any defense or settlement of any Third Party claim controlled by the indemnifying Party pursuant to this Section 10.06. If the indemnifying Party assumes the defense of a Proceeding, no compromise or settlement of such Third Party claims or Proceedings may be effected by the indemnifying Party without the indemnified party's prior written consent unless (x) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other Third Party claims that may be made against the indemnified party, and (y) the sole relief provided is monetary damages that are paid in full by the indemnifying Party, and (z) the indemnified party shall have no liability with respect to any compromise or settlement of such Third Party claims or Proceedings effected without its consent.

10.07 Procedure for Indemnification – Other Claims. A claim for indemnification for any matter not involving a Third Party claim may be asserted by notice to the Party from whom indemnification is sought.

10.08 Indemnification of Group Members. The indemnities in favor of Buyer and Seller provided in Section 10.02 and Section 10.03, respectively, shall be for the benefit of and extend to such Party's present and former Group members. Any claim for indemnity under this Article 10 by any Group member other than Buyer or Seller must be brought and administered by the relevant Party to this Agreement. No indemnified party other than Buyer and Seller shall have any rights against either Seller or Buyer under the terms of this Article 10 except as may be exercised on its behalf by Buyer or Seller, as applicable, pursuant to this Section 10.08. Each of Seller and Buyer may elect to exercise or not exercise indemnification rights under this Section on behalf of the other indemnified party affiliated with it in its sole discretion and shall have no liability to any such other indemnified party for any action or inaction under this Section.

10.09 Extent of Representations and Warranties.

(A) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CERTIFICATES DELIVERED BY SELLER AT CLOSING OR IN THE INSTRUMENTS OF

CONVEYANCE, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT, OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO BUYER (INCLUDING ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO BUYER OR ITS AFFILIATES OR REPRESENTATIVES BY ANY AFFILIATES OR REPRESENTATIVES OF SELLER OR BY ANY INVESTMENT BANK OR INVESTMENT BANKING FIRM, ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, SELLER'S COUNSEL, OR ANY OTHER AGENT, CONSULTANT, OR REPRESENTATIVE OF SELLER). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CERTIFICATES DELIVERED BY SELLER AT CLOSING OR IN THE INSTRUMENTS OF CONVEYANCE, SELLER EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO (I) THE TITLE TO ANY OF THE ASSETS, (II) THE CONDITION OF THE ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING DISTINCTLY UNDERSTOOD THAT THE ASSETS ARE BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AS TO ALL MATTERS," (III) ANY INFRINGEMENT BY SELLER OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, (IV) ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO BUYER BY OR ON BEHALF OF SELLER (INCLUDING THE EXISTENCE OR EXTENT OF HYDROCARBONS OR THE MINERAL RESERVES, THE RECOVERABILITY OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, AND THE ABILITY TO SELL HYDROCARBON PRODUCTION AFTER THE CLOSING), AND (V) THE ENVIRONMENTAL CONDITION AND OTHER CONDITION OF THE ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ASSETS.

(b) Buyer acknowledges and affirms that it has made, or prior to Closing will make, its own independent investigation, analysis, and evaluation of the Contemplated Transactions and the Assets (including Buyer's own estimate and appraisal of the extent and value of Seller's Hydrocarbon reserves attributable to the Assets and an independent assessment and appraisal of the environmental risks associated with the acquisition of the Assets). Buyer acknowledges that in entering into this Agreement, it has relied on the aforementioned investigation and the express representations and warranties of Seller contained in this Agreement and the Seller Closing Documents. Buyer hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim, or commencing, instituting, or causing to be commenced, any Proceeding of any kind against Seller or its Affiliates, alleging facts contrary to the foregoing acknowledgment and affirmation.

10.10 Compliance With Express Negligence Test. **THE PARTIES AGREE THAT ANY INDEMNITY, DEFENSE, AND/OR RELEASE OBLIGATION ARISING UNDER THIS AGREEMENT SHALL APPLY WITHOUT REGARD TO THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF THE INDEMNIFIED PARTY, WHETHER ACTIVE, PASSIVE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTORY OR SOLE, OR ANY PRE-EXISTING CONDITION, ANY BREACH OF CONTRACT OR BREACH OF WARRANTY, OR VIOLATION OF ANY LEGAL REQUIREMENT, EXCEPT TO THE EXTENT SUCH DAMAGES WERE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR ANY GROUP MEMBER THEREOF, IT BEING THE PARTIES' INTENTION THAT DAMAGES TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR**

WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR ANY GROUP MEMBER THEREOF NOT BE COVERED BY THE RELEASE, DEFENSE, OR INDEMNITY OBLIGATIONS IN THIS AGREEMENT. The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

10.11 Limitations of Liability. Notwithstanding anything to the contrary contained in this Agreement, **IN NO EVENT SHALL SELLER OR BUYER EVER BE LIABLE FOR, AND EACH PARTY RELEASES THE OTHER FROM, ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR CLAIMS RELATING TO OR ARISING OUT OF THE CONTEMPLATED TRANSACTIONS OR THIS AGREEMENT**; *provided, however*, that any consequential, special, indirect, exemplary, or punitive damages recovered by a Third Party (including a Governmental Body, but excluding any Affiliate of any Group member) against a Person entitled to indemnity pursuant to this Article 10 shall be included in the Damages recoverable under such indemnity. Notwithstanding the foregoing, lost profits shall not be excluded by this provision as to recovery hereunder to the extent constituting direct Damages.

10.12 No Duplication. Any liability for indemnification hereunder shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a Breach of more than one representation, warranty, covenant, obligation, or agreement herein. Neither Buyer nor Seller shall be liable for indemnification with respect to any Damages based on any sets of facts to the extent the Purchase Price is being or has been adjusted pursuant to Section 2.05 by reason of the same set of facts.

10.13 Disclaimer of Application of Anti-Indemnity Statutes. Seller and Buyer acknowledge and agree that the provisions of any anti-indemnity statute relating to oilfield services and associated activities shall not be applicable to this Agreement and/or the Contemplated Transactions.

10.14 Waiver of Right to Rescission**.** Seller and Buyer acknowledge that, following the Closing, the payment of money, as limited by the terms of this Agreement, shall be adequate compensation for Breach of any representation, warranty, covenant or agreement contained herein or for any other claim arising in connection with or with respect to the Contemplated Transactions. As the payment of money shall be adequate compensation, following Closing, Seller and Buyer waive any right to rescind this Agreement or any of the transactions contemplated hereby.

10.15 Joint and Several. Each Seller shall be jointly and severally liable for each representation, warranty, covenant, agreement, indemnification obligation and Breach of this Agreement and the Seller Closing Documents by each other Seller.

ARTICLE 11
TITLE MATTERS AND ENVIRONMENTAL MATTERS; PREFERENTIAL PURCHASE RIGHTS; CONSENTS

11.01 Title Examination and Access. Buyer may make or cause to be made at its expense such examination as it may desire of Seller's title to the Assets. For such purposes, until

the Defect Notice Date, Seller shall give to Buyer and its Representatives access during Seller's regular hours of business to originals or copies (which copies may, at Seller's sole discretion, be in electronic format), of all of the files, Records, contracts, correspondence, maps, data, reports, plats, abstracts of title, lease files, well files, unit files, division order files, production marketing files, title opinions, title files, title records, ownership maps, surveys, and any other information, data, records, and files that Seller has relating in any way to the title to the Assets, the past or present operation thereof, and the marketing of production therefrom, in accordance with, and subject to the limitations in, Section 5.01.

11.02 Preferential Purchase Rights. Seller shall, as promptly as practicable but in no event later than ten (10) days after the Execution Date, provide all notices necessary to comply with or obtain the waiver of all Preferential Purchase Rights which are applicable to the Contemplated Transactions prior to the Closing Date and in compliance with the contractual provisions applicable thereto. To the extent any such Preferential Purchase Rights are exercised by any holders thereof, then the Asset(s) subject to such Preferential Purchase Rights shall not be sold to Buyer and shall be excluded from the Assets and sale under this Agreement and shall be considered Retained Assets. The Purchase Price shall be adjusted downward by the Allocated Value of the Asset(s) so retained. On the Closing Date, if the time period for exercising any Preferential Purchase Right has not expired, but no notice of waiver (nor of the exercise of such Preferential Purchase Right) has been received from the holder thereof, then the Asset(s) subject to such Preferential Purchase Right shall be included in the Assets sold to Buyer at the Closing, with no adjustment to the Purchase Price. After the Closing, if the holder of such Preferential Purchase Right exercises the Preferential Purchase Right, then Buyer shall convey the affected Asset(s) to such party, and shall receive the consideration for such affected Asset(s) directly from such party. If any holder of a Preferential Purchase Right initially elects to exercise that Preferential Purchase Right, but after the Closing Date, refuses to consummate the purchase of the affected Asset(s), then, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase such Asset(s) for the Allocated Value thereof (subject to the adjustments pursuant to Section 2.05), and the closing of such transaction shall take place on a date reasonably designated by Seller not more than one hundred eighty (180) days after the Closing Date. If such holder's refusal to consummate the purchase of the affected Asset(s) occurs prior to the Closing Date, then, subject to the Parties' respective rights and remedies as to the obligation to consummate the Contemplated Transactions, Buyer shall purchase the affected Asset(s) at the Closing in accordance with the terms of this Agreement.

11.03 Consents. Seller shall, as promptly as practicable but in no event later than ten (10) days after the Execution Date, provide all notices required to comply with or obtain all Consents in compliance with the contractual provisions applicable thereto required for the transfer of the Assets and in accordance with Section 5.04.

(a) If Seller fails to obtain any Consent necessary for the transfer of any Asset to Buyer, Seller's failure shall be handled as follows:

(i) If the Consent is not a Required Consent and has not been denied in writing, then the affected Assets shall nevertheless be conveyed at the Closing as part of the Assets. Any Damages that arise due to the failure to obtain such Consent shall be borne by Buyer.

(ii) If the Consent is a Required Consent or a Consent that has been denied in writing, the Purchase Price shall be adjusted downward by the Allocated Value of the affected Assets (which affected Assets shall include all Leases, Wells and DSUs affected by the Applicable Contract or Lease for which a Consent is refused or unobtained), and the affected Assets shall be treated as Retained Assets.

(b) Notwithstanding the provisions of Section 11.03(a), if Seller obtains a Consent described in Section 11.03(a)(ii) within one hundred eighty (180) days after the Closing, then Seller shall promptly deliver conveyances of the affected Asset(s) to Buyer and Buyer shall pay to Seller an amount equal to the Allocated Value of the affected Asset(s) in accordance with wire transfer instructions provided by Seller (subject to the adjustments set forth in Section 2.05).

11.04 Title Defects. Buyer shall notify Seller of Title Defects ("Title Defect Notice(s)") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on November 21, 2017 (the "Defect Notice Date"). To be effective, each Title Defect Notice shall be in writing and include (a) a description of the alleged Title Defect and the Well or DSU or portion thereof (including by the currently producing formation or Target Formation, or portion thereof, as applicable) affected by such alleged Title Defect (each, a "Title Defect Property"), (b) the Allocated Value of each Title Defect Property, (c) supporting documents reasonably necessary for Seller to verify the existence of the alleged Title Defect, and (d) the amount by which Buyer reasonably believes the Allocated Value of each Title Defect Property is reduced by such alleged Title Defect and the computations upon which Buyer's belief is based (the "Title Defect Value"). To give Seller an opportunity to commence reviewing and curing Title Defects, Buyer agrees to use reasonable efforts to give Seller, on a weekly basis prior to the Defect Notice Date, written notice of all alleged Title Defects (as well as any claims that would be claims under the special warranty of Defensible Title set forth in the Instruments of Conveyance) discovered by Buyer during the preceding week; *provided* that the failure to provide any such preliminary notice shall not affect Buyer's right to assert Title Defects at any time prior to or on the Defect Notice Date. Notwithstanding anything herein to the contrary, subject to Buyer's rights under the Instruments of Conveyance, Buyer forever waives, and Seller shall have no liability for, Title Defects not asserted by a Title Defect Notice meeting substantially all of the requirements set forth in the preceding sentence no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.05 Title Defect Value. The Title Defect Value shall be determined pursuant to the following guidelines, where applicable:

(a) if the Parties agree on the Title Defect Value, then that amount shall be the Title Defect Value;

(b) if the Title Defect is an Encumbrance that is undisputed and liquidated in amount, then the Title Defect Value shall be the amount necessary to be paid to remove the Title Defect from the Title Defect Property;

(c) if the Title Defect represents a deficiency of (i) Seller's Net Revenue Interest for the Title Defect Property relative to (ii) the Net Revenue Interest set forth for such Title Defect Property in Schedule 2.07(a) or Schedule 2.07(b), as applicable (and Seller's Working Interest in such Title Defect Property is decreased in the same proportion), then the Title Defect Value shall be the product of the Allocated Value of such Title Defect Property, *multiplied* by a fraction, the numerator of which is the Net Revenue Interest decrease and the denominator of which is the Net Revenue Interest set forth for such Title Defect Property in Schedule 2.07(a) or Schedule 2.07(b), as applicable;

(d) if the Title Defect with respect to a DSU results from a discrepancy where (i) the actual Net Acres for such DSU as to the applicable Target Formation is less than (ii) the Net Acres set forth on Schedule 2.07(b) for such DSU as to such Target Formation, then the Title Defect Value shall be the product of the Allocated Value of such DSU, *multiplied* by a fraction, the numerator of which is the Net Acre decrease and the denominator of which is the Net Acres set forth for such DSU as to such Target Formation in Schedule 2.07(b); and

(e) if the Title Defect represents an obligation or Encumbrance upon or other defect in title to the Title Defect Property of a type not described above, then the Title Defect Value shall be determined by taking into account the Allocated Value of the Title Defect Property, the portion of the Title Defect Property affected by the Title Defect, the legal effect of the Title Defect, the potential economic effect of the Title Defect over the life of the Title Defect Property, the values placed upon the Title Defect by Buyer and Seller and such other reasonable factors as are necessary to make a proper evaluation.

In no event, however, shall the total of the Title Defect Values related to a particular Asset exceed the Allocated Value of such Asset. The Title Defect Value with respect to a Title Defect shall be determined without any duplication of any costs or losses included in any other Title Defect Value hereunder, or for which Buyer otherwise receives credit in the calculation of the Purchase Price.

11.06 Seller's Cure or Contest of Title Defects. Seller may contest any asserted Title Defect or Buyer's good faith estimate of the Title Defect Value as described in Section 11.06(b) and may seek to cure any asserted Title Defect as described in Section 11.06(a).

(a) Seller shall have the right to cure any Title Defect on or before sixty (60) days after the Closing Date (the "Title Defect Cure Period") by giving written notice to Buyer of its election to cure prior to the Closing Date. If Seller elects to cure and:

(i) actually cures the Title Defect ("Cure"), prior to the Closing, then the Asset affected by such Title Defect shall be conveyed to Buyer at the Closing, and no Purchase Price adjustment will be made for such Title Defect; or

(ii) does not cure the Title Defect prior to the Closing, then Seller shall:

(A) convey the affected Asset to Buyer and Buyer shall pay the Title Defect Value attributable to the affected Asset to the Escrow Agent at the Closing; *provided, however* that, if Seller is unable to Cure the Title

Defect by the end of the Title Defect Cure Period, then (x) Seller shall include a downward adjustment in the Final Settlement Statement equal to the Title Defect Value for such Asset and (y) the Parties shall issue joint written instructions to the Escrow Agent to release such Title Defect Value to Buyer; or

(B) if and only if Buyer agrees to this remedy in its sole discretion, indemnify Buyer against all Damages (up to the Allocated Value of the applicable Title Defect Property) resulting from such Title Defect with respect to such Title Defect Property pursuant to an indemnity agreement prepared by Seller in a form and substance reasonably acceptable to Buyer.

(b) Seller and Buyer shall attempt to agree on the existence and Title Defect Value for all Title Defects. Representatives of the Parties, knowledgeable in title matters, shall meet during the Title Defect Cure Period for this purpose. However, either Party may at any time prior to the final resolution of the applicable Title Defect hereunder submit any disputed Title Defect or the Title Defect Value to arbitration in accordance with the procedures set forth in Section 11.15. If a contested Title Defect cannot be resolved prior to Closing, except as otherwise provided herein, the Asset affected by such Title Defect shall nevertheless be conveyed to Buyer at the Closing, and the Purchase Price will be adjusted downward in an amount equal to the Title Defect Value for such Asset; *provided, however*, that if the Title Defect Value as finally decided between the Parties or by the Expert, as applicable, is less than the Title Defect Value used for the Purchase Price adjustment, then Buyer shall include an upward adjustment in the Final Settlement Statement equal to the amount that the Title Defect Value (as of Closing) exceeds the Title Defect Value as finally determined.

11.07 Limitations on Adjustments for Title Defects. Notwithstanding the provisions of Sections 11.04, 11.05 and 11.06, other than with respect to the special warranty of Defensible Title to be provided in the Instruments of Conveyance, Seller shall be obligated to adjust the Purchase Price to account for uncured Title Defects only to the extent that the sum of (x) the aggregate Title Defect Values of all uncured Title Defects (the "Aggregate Title Defect Value") (after taking into account any offsetting Title Benefit Values) *plus* (y) the Aggregate Environmental Defect Value exceeds the Aggregate Defect Deductible. In addition, if (a) the aggregate Title Defect Values for any single Well or (b) the aggregate Title Defect Values for any single DSU is less than the De Minimis Title Defect Cost (and the aggregate of all Title Defect Values for all Title Defects based upon a single matter creating such Title Defect is less than the De Minimis Title Defect Cost), such value shall not be considered in calculating the Aggregate Title Defect Value.

11.08 Title Benefits. If Seller discovers any right, circumstance or condition that operates (a) to increase the Net Revenue Interest in any Well or DSU above that shown in Schedule 2.07(a) or Schedule 2.07(b), as applicable, to the extent the same does not cause a greater than proportionate increase in Seller's Working Interest therein above that shown in Schedule 2.07(a), if applicable, or (b) to decrease the Working Interest of Seller in any Well below that shown in Schedule 2.07(a), to the extent the same causes a decrease in Seller's Working Interest that is proportionately greater than the decrease in Seller's Net Revenue

Interest therein below that shown in Schedule 2.07(a) (each, a "Title Benefit"), then Seller shall, from time to time and without limitation, have the right, but not the obligation, to give Buyer written notice of any such Title Benefits (a "Title Benefit Notice"), as soon as practicable but not later than 5:00 p.m. Central Time on the Defect Notice Date, stating with reasonable specificity the Assets affected (the "Title Benefit Properties"), the particular Title Benefit claimed, and Seller's good faith estimate of the amount the additional interest increases the value of the affected Assets over and above that Asset's Allocated Value (the "Title Benefit Value"). Buyer shall also promptly furnish Seller with written notice of any Title Benefit (including a description of such Title Benefit and the Title Benefit Properties with reasonable specificity) which is discovered by any of Buyer's or any of its Affiliates' Representatives, employees, title attorneys, landmen, or other title examiners. The Title Benefit Value of any Title Benefit shall be determined by the following methodology, terms and conditions (without duplication): (i) if the Parties agree on the Title Benefit Value, then that amount shall be the Title Benefit Value; (ii) if the Title Benefit represents an increase of (A) Seller's Net Revenue Interest for any Title Benefit Property over (B) the Net Revenue Interest set forth for such Title Benefit Property in Schedule 2.07(a) or Schedule 2.07(b), as applicable (and Seller's Working Interest in such Title Benefit Property is increased in the same proportion), then the Title Benefit Value shall be the product of the Allocated Value of such Title Benefit Property *multiplied* by a fraction, the numerator of which is the Net Revenue Interest increase and the denominator of which is the Net Revenue Interest set forth for such Title Benefit Property in Schedule 2.07(a) or Schedule 2.07(b), as applicable; and (iii) if the Title Benefit is of a type not described above, then the Title Benefit Value shall be determined by taking into account the Allocated Value of the Title Benefit Property, the portion of such Title Benefit Property affected by such Title Benefit, the legal effect of the Title Benefit, the potential economic effect of the Title Benefit over the life of such Title Benefit Property, the values placed upon the Title Benefit by Buyer and Seller and such other reasonable factors as are necessary to make a proper evaluation.

Seller and Buyer shall attempt to agree on the existence and Title Benefit Value for all Title Benefits on before the end of the Title Defect Cure Period. If Buyer agrees with the existence of the Title Benefit and Seller's good faith estimate of the Title Benefit Value, then the Aggregate Title Defect Value shall be offset by the amount of the Title Benefit Value. If the Parties cannot reach agreement by the end of the Title Defect Cure Period, the Title Benefit or the Title Benefit Value in dispute shall be submitted to arbitration in accordance with the procedures set forth in Section 11.15. Notwithstanding the foregoing, the Parties agree and acknowledge that there shall be no upward adjustment to the Purchase Price for any Title Benefit. If a contested Title Benefit cannot be resolved prior to the Closing, Seller shall convey the affected Asset to Buyer and Buyer shall pay for the Asset at the Closing in accordance with this Agreement as though there were no Title Benefits; *provided, however*, if the Title Benefit contest results in a determination that a Title Benefit exists, then the Aggregate Title Defect Value shall be adjusted downward by the Title Benefit Value as determined in such contest (which adjustment shall be made on the Final Settlement Statement).

11.09 Buyer's Environmental Assessment. Beginning on the Execution Date and ending at 5:00 p.m. Central Time on the Defect Notice Date, Buyer shall have the right, at its sole cost, risk, liability, and expense, to conduct a Phase I Environmental Site Assessment of the Assets. During Seller's regular hours of business and after providing Seller with written notice of any such activities no less than two (2) Business Days in advance (which written notice shall

include the written permission of the operator (if other than Seller) and any applicable Third Party operator or other Third Party whose permission is legally required, which Seller shall reasonably cooperate with Buyer in securing), Buyer and its representatives shall be permitted to enter upon the Assets, inspect the same, review all of Seller's files and records (other than those for which Seller has an attorney-client privilege) relating to the Assets, and generally conduct visual, non-invasive tests, examinations, and investigations. No sampling or other invasive inspections of the Assets may be conducted prior to Closing without Seller's prior written consent. Buyer's access shall be in accordance with, and subject to the limitations in, Section 5.01.

11.10 Environmental Defect Notice. Buyer shall notify Seller in writing of any Environmental Defect (an "Environmental Defect Notice") promptly after the discovery thereof, but in no event later than 5:00 p.m. Central Time on the Defect Notice Date. To be effective, an Environmental Defect Notice shall include: (i) the Asset(s) affected; (ii) a reasonably detailed description of the alleged Environmental Defect and the basis for such assertion under the terms of this Agreement; (iii) Buyer's good faith estimate of the Environmental Defect Value with respect to such Environmental Defect; and (iv) appropriate documentation reasonably necessary for Seller to substantiate Buyer's claim and calculation of the Environmental Defect Value. Notwithstanding anything herein to the contrary, subject to Section 11.13, Buyer forever waives Environmental Defects not asserted by an Environmental Defect Notice meeting substantially all of the requirements set forth in the preceding sentence no later than 5:00 p.m. Central Time on the Defect Notice Date.

11.11 Seller's Exclusion, Cure or Contest of Environmental Defects. Seller, in its sole discretion, (x) may elect to exclude at Closing any Asset (which will become a Retained Asset) affected by an asserted Environmental Defect if the Environmental Defect Value with respect to such Environmental Defect equals or exceeds the Allocated Value of the affected Asset(s) and reduce the Purchase Price by the Allocated Value(s) thereof, (y) may contest any asserted Environmental Defect or Buyer's good faith estimate of the Environmental Defect Value as described in Section 11.11(b) and/or (z) may seek to remediate or cure any asserted Environmental Defect to the extent of the Lowest Cost Response as described in Section 11.11(a); *provided*, if the Environmental Defect Value agreed upon by the Parties or finally determined in accordance with Section 11.15 is equal to or exceeds fifty percent (50%) of the Allocated Value of the affected Assets, then Buyer may elect to exclude such affected Assets, together with all associated Assets, and reduce the Purchase Price by the Allocated Value of such Assets (which will become Retained Assets); *provided* that, if such agreement or final determination occurs following the Closing, then Buyer shall reassign such affected Assets to Seller pursuant to an assignment in form and substance reasonably acceptable to the Parties in exchange for the Allocated Value of such Assets.

(a) Seller shall have the right to remediate or cure an Environmental Defect to the extent of the Lowest Cost Response on or before the Closing Date (the "Environmental Defect Cure Period"). If Seller elects to pursue remediation or cure as set forth in this clause (a), Seller shall implement such remediation or cure in a manner that is in compliance with all applicable Legal Requirements in a prompt and timely fashion for the type of remediation or cure; *provided*, *however*, that Seller must complete its cure or remediation to Buyer's

reasonable satisfaction no later than the end of the Environmental Defect Cure Period. If Seller elects to pursue remediation or cure and:

(i) completes a Complete Remediation of an Environmental Defect prior to the Closing Date, the affected Asset(s) shall be included in the Assets conveyed at Closing, and no Purchase Price adjustment will be made for such Environmental Defect; or

(ii) does not complete a Complete Remediation prior to the Closing, unless Seller or Buyer elects to exclude such Asset(s) in accordance with this Section 11.11, then Seller shall convey the affected Asset(s) to Buyer and the Purchase Price shall be reduced by the Environmental Defect Value for the affected Asset(s).

(b) Seller and Buyer shall attempt to agree on the existence and Environmental Defect Value of all Environmental Defects. Representatives of the Parties, knowledgeable in environmental matters, shall meet for this purpose. However, a Party may at any time prior to the final resolution of the applicable Environmental Defect hereunder elect to submit any disputed item to arbitration in accordance with the procedures set forth in Section 11.15. If a contested Environmental Defect cannot be resolved prior to the Closing, subject to the terms of Section 11.15, the affected Asset(s) (together with any other Assets appurtenant thereto) shall be included with the Assets conveyed to Buyer at Closing and the Purchase Price shall be reduced by the estimated Environmental Defect Value set forth in the Environmental Defect Notice for such contested Environmental Defect, and the final determination of the Environmental Defect and/or Environmental Defect Value shall be resolved pursuance to Section 11.15.

11.12 Limitations. Notwithstanding the provisions of Sections 11.10 and 11.11, except for exclusions by Seller or Buyer of Assets affected by Environmental Defects pursuant to Section 11.11, no adjustment to the Purchase Price for Environmental Defect Values shall be made unless and until the sum of (x) the aggregate value of all Environmental Defect Values (the "Aggregate Environmental Defect Value") *plus* (y) the Aggregate Title Defect Value (after taking into account any offsetting Title Benefit Values) exceeds the Aggregate Defect Deductible. If the Environmental Defect Value with respect to any single Environmental Defect is less than the De Minimis Environmental Defect Cost, such cost shall not be considered in calculating the Aggregate Environmental Defect Value.

11.13 Exclusive Remedies. The rights and remedies granted to Buyer in this Agreement are the exclusive rights and remedies against Seller related to any Environmental Condition, or Damages related thereto. **EXCEPT AS SET FORTH IN THIS AGREEMENT, BUYER EXPRESSLY WAIVES, AND RELEASES SELLER GROUP FROM, ANY AND ALL OTHER RIGHTS AND REMEDIES IT MAY HAVE UNDER ENVIRONMENTAL LAWS AGAINST SELLER REGARDING ENVIRONMENTAL CONDITIONS, WHETHER FOR CONTRIBUTION, INDEMNITY, OR OTHERWISE.** The foregoing is a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

11.14 Casualty Loss and Condemnation. If, after the Execution Date but prior to Closing Date, any portion of the Assets is destroyed or damaged by fire or other casualty or is expropriated or taken in condemnation or under right of eminent domain (a "Casualty Loss"), subject to Section 7.08 and Section 8.09, this Agreement shall remain in full force and effect, and Buyer shall nevertheless be required to close the Contemplated Transactions. In the event that the amount of the costs and expenses associated with repairing or restoring the Assets affected by such Casualty Loss exceeds Five Hundred Thousand Dollars ($500,000) (net to Seller's interest), Seller must elect by written notice to Buyer prior to Closing either to (a) cause the Assets affected by such Casualty Loss to be repaired or restored, at Seller's sole cost, as promptly as reasonably practicable (which work may extend after the Closing Date), or (b) reduce the Purchase Price by the amount of the Casualty Loss (net to Seller's interest). In each case, Seller shall retain all rights to insurance and other claims against Third Parties with respect to the applicable Casualty Loss except to the extent the Parties otherwise agree in writing. With respect to all other Casualty Losses, Seller shall assign and subrogate to Buyer all rights to insurance and other claims with respect to such Casualty Losses.

11.15 Expert Proceedings.

(a) Each matter referred to this Section 11.15 (a "Disputed Matter") shall be conducted in accordance with the Commercial Arbitration Rules of the AAA as supplemented to the extent necessary to determine any procedural appeal questions by the Federal Arbitration Act (Title 9 of the United States Code), but only to the extent that such rules do not conflict with the terms of this Section 11.15. Any notice from one Party to the other referring a dispute to this Section 11.15 shall be referred to herein as an "Expert Proceeding Notice".

(b) The arbitration shall be held before a one member arbitration panel (the "Expert"), mutually agreed by the Parties. The Expert must (i) be a neutral party who has never been an officer, director or employee of or performed material work for a Party or any Party's Affiliate within the preceding five (5)-year period and (ii) agree in writing to keep strictly confidential the specifics and existence of the dispute as well as all proprietary records of the Parties reviewed by the Expert in the process of resolving such dispute. The Expert must have not less than fifteen (15) years' experience as a lawyer in the State of North Dakota with experience in exploration and production issues. If disputes exist with respect to both title and environmental matters, the Parties may mutually agree to conduct separate arbitration proceedings with the title disputes and environmental disputes being submitted to separate Experts. If, within five (5) Business Days after delivery of an Expert Proceeding Notice, the Parties cannot mutually agree on an Expert, then within seven (7) Business Days after delivery of such Expert Proceeding Notice, each Party shall provide the other with a list of three (3) acceptable, qualified experts, and within ten (10) Business Days after delivery of such Expert Proceeding Notice, the Parties shall each separately rank from one through six in order of preference each proposed expert on the combined lists, with a rank of one being the most preferred expert and the rank of six being the least preferred expert, and provide their respective rankings to the Dallas office of the AAA. Based on those rankings, the AAA will appoint the expert with the combined lowest numerical ranking to serve as the Expert for the Disputed Matters. If the rankings result in a tie or the AAA is otherwise unable to

determine an Expert using the Parties' rankings, the AAA will appoint an arbitrator from one of the Parties' lists as soon as practicable upon receiving the Parties' rankings. Each Party will be responsible for paying one-half (1/2) of the fees charged by the AAA for the services provided in connection with this Section 11.15(b).

(c) Within five (5) Business Days following the receipt by either Party of the Expert Proceeding Notice, the Parties will exchange their written description of the proposed resolution of the Disputed Matters. Provided that no resolution has been reached, within five (5) Business Days following the selection of the Expert, the Parties shall submit to the Expert the following: (i) this Agreement, with specific reference to this Section 11.15 and the other applicable provisions of this Article 11, (ii) Buyer's written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, (iii) Seller's written description of the proposed resolution of the Disputed Matters, together with any relevant supporting materials, and (iv) the Expert Proceeding Notice.

(d) The Expert shall make its determination by written decision within fifteen (15) days following receipt of the materials described in Section 11.15(c) above (the "Expert Decision"). The Expert Decision with respect to the Disputed Matters shall be limited to the selection of the single proposal for the resolution of the aggregate Disputed Matters proposed by a Party that best reflects the terms and provisions of this Agreement, *i.e.*, the Expert must select either Buyer's proposal or Seller's proposal for resolution of the aggregate Disputed Matters.

(e) The Expert Decision shall be final and binding upon the Parties, without right of appeal, absent manifest error. In making its determination, the Expert shall be bound by the rules set forth in this Article 11. The Expert may consult with and engage disinterested Third Parties to advise the Expert, but shall disclose to the Parties the identities of such consultants. Any such consultant shall not have worked as an employee or consultant for either Party or its Affiliates during the five (5)-year period preceding the arbitration nor have any financial interest in the dispute.

(f) The Expert shall act as an expert for the limited purpose of determining the specific matters submitted for resolution herein and shall not be empowered to award damages, interest, or penalties to either Party with respect to any matter. Each Party shall bear its own legal fees and other costs of preparing and presenting its case. All costs and expenses of the Expert shall be borne by the non-prevailing Party in any such arbitration proceeding.

ARTICLE 12
GENERAL PROVISIONS

12.01 Records. Seller, at Buyer's cost and expense, shall deliver (a) all electronic Records to Buyer as soon as practical on or following the Closing Date (and shall use commercially reasonable efforts to deliver such electronic Records no later than three (3) Business Days following the Closing Date, and (b) originals (or copies where no original exists) of all other Records to Buyer (FOB Seller's office) within sixty (60) days after the Closing;

provided that Seller is entitled to retain the original Records related to accounting and Asset Taxes prior to the Effective Time and may provide Buyer with a copy in lieu of the original Record. With respect to any original Records delivered to Buyer, subject to Section 12.13, (a) Seller shall be entitled to retain copies of such Records, and (b) Buyer shall retain any such original Records for at least seven (7) years beyond the Closing Date, during which seven (7)-year period Seller shall be entitled to obtain access to such Records, at reasonable business hours and upon prior notice to Buyer, so that Seller may make copies of such original Records, at its own expense, as may be reasonable or necessary for Tax purposes or in connection with any Proceeding or Threatened Proceeding against Seller.

12.02 Expenses.

(a) Except as otherwise expressly provided in this Agreement, each Party to this Agreement shall bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants. However, the prevailing Party in any Proceeding brought under or to enforce this Agreement, excluding any expert proceeding pursuant to Section 11.15 or Section 2.05(d), shall be entitled to recover court costs and arbitration costs, as applicable, and reasonable attorneys' fees from the non-prevailing Party or Parties, in addition to any other relief to which such Party is entitled.

(b) All Transfer Taxes and all required documentary, filing and recording fees and expenses in connection with the filing and recording of the assignments, conveyances or other Instruments of Conveyance required to convey title to the Assets to Buyer shall be borne by Buyer. The Parties shall cooperate in good faith to minimize, to the extent permissible under applicable law, the amount of any such Transfer Taxes.

(c) Asset Taxes.

(i) Seller shall be allocated and bear, all Asset Taxes attributable to (i) any Tax period ending prior to the Effective Time and (ii) the portion of any Straddle Period ending immediately prior to the Effective Time. Buyer shall be allocated and bear all Asset Taxes attributable to (x) any Tax period beginning at or after the Effective Time and (y) the portion of any Straddle Period beginning at the Effective Time.

(ii) For purposes of determining the allocations described in Section 12.02(c)(i), (A) Asset Taxes that are attributable to the severance or production of Hydrocarbons (other than such Asset Taxes described in clause (C) below) shall be allocated to the period in which the severance or production giving rise to such Asset Taxes occurred; (B) Asset Taxes that are based upon or related to sales or receipts or imposed on a transactional basis (other than such Asset Taxes described in clause (A) or (C)) shall be allocated to the period in which the transaction giving rise to such Asset Taxes occurred; and (C) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis with respect to a Straddle Period shall be allocated *pro rata* per day between the portion of such Straddle Period

ending immediately prior to the Effective Time (which shall be Seller's responsibility) and the portion of the Straddle Period beginning at the Effective Time (which shall be Buyer's responsibility). Notwithstanding anything in this Section 12.02(c) to the contrary, Gross Products Taxes shall be deemed attributable to the period during which the production giving rise to the Gross Products Taxes occurs, and liability therefor apportioned between the Parties in accordance with the production attributable to their relative ownership prior to or after Effective Time, as applicable.

(iii) To the extent the actual amount of any Asset Tax described in this Section 12.02(c) is not known at the time an adjustment is to be made with respect to such Asset Tax pursuant to Section 2.03, Section 2.05(c) or Section 2.05(d), as applicable, Buyer and Seller shall utilize the most recent information available in estimating the amount of such Asset Tax for purposes of such adjustment. To the extent the actual amount of any Asset Tax (or the amount thereof paid or economically borne by a Party) is ultimately determined to be different than the amount (if any) that was taken into account in the Final Settlement Statement as finally determined pursuant to Section 2.05(d), timely payments will be made from one Party to the other to the extent necessary to cause each Party to bear the amount of such Asset Tax that is allocable to such Party under this Section 12.02(c).

(d) Except as required by applicable Legal Requirements, in respect of Asset Taxes,

(i) Seller shall be responsible for timely paying, or withholding and remitting, as applicable, (A) all Asset Taxes that are based on severance or production of Hydrocarbons (including, for the avoidance of doubt, Gross Products Taxes) occurring on or prior to the Closing Date, (B) all Asset Taxes (other than the Asset Taxes described in clause (A)) that are ad valorem or property Taxes imposed on a periodic basis relating to any Tax period that ends before or includes the Effective Time that are required to be paid on or prior to the Closing Date, and (C) all other Asset Taxes required to be paid on or prior to the Closing Date, and Seller shall file with the appropriate Governmental Body any and all Tax Returns required to be filed with respect to such Asset Taxes. Seller shall provide Buyer with evidence reasonably satisfactory to Buyer of the payment of all Asset Taxes described in this Section 12.02(d)(i) within ten (10) Business Days after Seller's payment thereof.

(ii) Buyer shall be responsible for timely paying, or withholding and remitting, as applicable, (A) all Asset Taxes that are based on severance or production of Hydrocarbons (including, for the avoidance of doubt, Gross Products Taxes) occurring after the Closing Date and (B) all other Asset Taxes relating to any Tax period that ends before or includes the Effective Time that are required to be paid after the Closing Date, and Buyer shall file with the appropriate Governmental Body any and all Tax Returns required to be filed with respect to such Asset Taxes. Buyer shall provide Seller with evidence reasonably satisfactory to Buyer of the payment of all Asset Taxes described in this Section 12.02(d)(ii) within ten

(10) Business Days after Buyer's payment thereof. Buyer shall prepare all such Tax Returns that are required to be filed after the Closing Date relating to any Straddle Period on a basis consistent with past practice except to the extent otherwise required by applicable Legal Requirements. Buyer shall provide Seller with a copy of any such Tax Return relating to any Straddle Period for Seller's review at least ten (10) days prior to the due date for the filing of such Tax Return (or within a commercially reasonable period after the end of the relevant Taxable period, if such Tax Return is required to be filed less than ten (10) days after the close of such Taxable period), and Buyer shall incorporate all reasonable comments of Seller provided to Buyer in advance of the due date for the filing of such Tax Return.

(iii) The Parties agree that (x) this Section 12.02(d) is intended to solely address the timing and manner in which certain Tax Returns relating to Asset Taxes are filed and the Asset Taxes shown thereon are paid to the applicable taxing authority, and (y) nothing in this Section 12.02(d) shall be interpreted as altering the manner in which Asset Taxes are allocated to and economically borne by the Parties.

(e) Buyer and Seller agree to furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Assets, including access to books and records, as is reasonably necessary for the filing of all Tax Returns by Buyer or Seller, the making of any election relating to Taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any tax. The Parties agree to retain all books and records with respect to Tax matters pertinent to the Assets relating to any Tax period beginning before the Closing Date until sixty (60) days after the expiration of the statute of limitations of the respective Tax periods (taking into account any extensions thereof) and to abide by all record retention agreements entered into with any taxing authority.

(f) Seller shall be entitled to any and all refunds of Asset Taxes allocated to Seller pursuant to Section 12.02(c), and Buyer shall be entitled to any and all refunds of Asset Taxes allocated to Buyer pursuant to Section 12.02(c). If a Party receives a refund of Asset Taxes to which the other Party is entitled pursuant to this Section 12.02(f), the first Party shall promptly pay such amount to the other Party, net of any reasonable costs or expenses incurred by the first Party in procuring such refund.

12.03 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by fax (with written confirmation of receipt), (c) sent by electronic mail with receipt acknowledged, with the receiving Party affirmatively obligated to promptly acknowledge receipt, or (d) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate recipients, addresses, and fax numbers set forth below (or to such other recipients, addresses, or fax numbers as a Party may from time to time designate by notice to the other Party):

NOTICES TO BUYER:

Valorem Energy Operating, LLC
3030 NW Expressway, Suite 1100
Oklahoma City, Oklahoma 73120
Attention: Legal
Email: jeremy.fitzpatrick@valorem-energy.com

NOTICES TO SELLER:

c/o Linn Energy Holdings, LLC
600 Travis Street
Houston, Texas 77002
Attention: Candice J. Wells, General Counsel
Fax: (832) 726-5955
Email: CWells@linnenergy.com

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

Kirkland & Ellis LLP
609 Main Street, 45th Floor
Houston, TX 77002
Attention: Anthony Speier, P.C.
Rahul Vashi
Fax: (713) 835-3601
Email: anthony.speier@kirkland.com
rahul.vashi@kirkland.com

12.04 Governing Law; Jurisdiction; Service of Process; Jury Waiver. **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RIGHTS, DUTIES AND THE LEGAL RELATIONS AMONG THE PARTIES HERETO AND THERETO SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION; *PROVIDED, HOWEVER,* THAT ANY MATTERS RELATED TO REAL PROPERTY SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE SUCH REAL PROPERTY IS LOCATED. WITHOUT LIMITING THE PARTIES' AGREEMENT TO ARBITRATE IN SECTION 11.15 OR THE DISPUTE RESOLUTION PROCEDURE PROVIDED IN SECTION 2.05(D) WITH RESPECT TO DISPUTES ARISING THEREUNDER, THE PARTIES HERETO CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE FEDERAL COURTS OF THE UNITED STATES LOCATED IN HOUSTON, TEXAS OR THE STATE COURTS LOCATED IN HOUSTON, TEXAS FOR ANY ACTION ARISING OUT OF THIS AGREEMENT, ANY TRANSACTION DOCUMENTS, OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED**

TO, OR FROM THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY SHALL BE EXCLUSIVELY LITIGATED IN SUCH COURTS DESCRIBED ABOVE HAVING SITES IN HOUSTON, TEXAS AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS SOLELY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH PARTY HERETO VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, THAT A FINAL AND NONAPPEALABLE JUDGMENT AGAINST A PARTY IN ANY ACTION OR PROCEEDING CONTEMPLATED ABOVE SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND AMOUNT OF SUCH JUDGMENT. TO THE EXTENT THAT A PARTY OR ANY OF ITS AFFILIATES HAS ACQUIRED, OR HEREAFTER MAY ACQUIRE, ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH PARTY (ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES) HEREBY IRREVOCABLY (I) WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS WITH RESPECT TO THIS AGREEMENT AND (II) SUBMITS TO THE PERSONAL JURISDICTION OF ANY COURT DESCRIBED IN THIS SECTION 12.04.

12.05 Further Assurances. The Parties agree (a) to furnish upon request to each other such further information, (b) to execute, acknowledge, and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

12.06 Waiver. The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay by either Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Legal Requirement, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party, (b) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (c) no notice to or demand on one Party shall be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

12.07 Entire Agreement and Modification. This Agreement supersedes all prior discussions, communications, and agreements (whether oral or written) between the Parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended or otherwise modified except by a written agreement executed by both Parties. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by either Party that is not embodied in this Agreement together with the documents, instruments, and writings that are delivered pursuant hereto, and neither Party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of any Schedule or Exhibit hereto, the terms and provisions of this Agreement shall govern, control, and prevail.

12.08 Assignments, Successors, and No Third Party Rights. Neither Party may assign any of its rights, liabilities, covenants, or obligations under this Agreement without the prior written consent of the other Party (which consent may be granted or denied at the sole discretion of the other Party); *provided* that Buyer (without the consent of Seller) may assign all or part of its rights under this Agreement (including its rights to receive the Assets) to a wholly owned subsidiary of Buyer, and (a) any assignment (other than an assignment by Buyer to a wholly owned subsidiary) made without such consent shall be void, and (b) in the event of such consent (or an assignment by Buyer to a wholly owned subsidiary), such assignment nevertheless shall not relieve such assigning Party of any of its obligations under this Agreement without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement shall apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement or any other agreement contemplated herein shall be construed to give any Person other than the Parties and their permitted assignees (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. Subject to the preceding sentence, this Agreement, any other agreement contemplated herein, and all provisions and conditions hereof and thereof, are for the sole and exclusive benefit of the Parties and such other agreements (and Buyer Group and Seller Group who are entitled to indemnification under Article 10), and their respective successors and permitted assigns.

12.09 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

12.10 Article and Section Headings, Construction. The headings of Sections, Articles, Exhibits, and Schedules in this Agreement are provided for convenience only and shall not affect its construction or interpretation. All references to "Section," "Article," "Exhibit," or "Schedule" refer to the corresponding Section, Article, Exhibit, or Schedule of this Agreement. Unless expressly provided to the contrary, the words "hereunder," "hereof," "herein," and words of similar import are references to this Agreement as a whole and not any particular Section, Article, Exhibit, Schedule, or other provision of this Agreement. Each definition of a defined

term herein shall be equally applicable both to the singular and the plural forms of the term so defined. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms and (in its various forms) means including without limitation. If the date specified in this Agreement for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date which is not a Business Day), then the date for giving such notice or taking such action (or the expiration date of such period during which notice is required to be given or action taken) shall be the next day which is a Business Day. Each Party has had substantial input into the drafting and preparation of this Agreement and has had the opportunity to exercise business discretion in relation to the negotiation of the details of the Contemplated Transactions. This Agreement is the result of arm's-length negotiations from equal bargaining positions. This Agreement shall not be construed against either Party, and no consideration shall be given or presumption made on the basis of who drafted this Agreement or any particular provision hereof or who supplied the form of Agreement.

12.11 Counterparts. This Agreement may be executed and delivered (including by facsimile or e-mail transmission) in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

12.12 Press Release. No Party shall make any press release or other public announcement respecting this Agreement or the Contemplated Transactions prior to the time that is twenty-four (24) hours following the execution and delivery of this Agreement by the Parties. Subject to Section 12.13, if, prior to Closing, any Party wishes to make a press release or other public announcement respecting this Agreement or the Contemplated Transactions, such Party will provide the others with a draft of the press release or other public announcement for review at least twenty-four (24) hours prior to the time that such press release or other public announcement is to be made. The Parties will attempt in good faith to expeditiously reach agreement on such press release or other public announcement and the contents thereof; *provided* that failure to reach such agreement shall not prohibit a Party from making a press release or public announcement. Failure to provide comments back to the other Party within twenty-four (24) hours of receipt of the draft release or announcement will be deemed consent to the public disclosure of such press release or other public announcement and the content thereof. Seller and Buyer shall each be liable for the compliance of their respective Affiliates with the terms of this Section 12.12. Notwithstanding anything to the contrary in this Section 12.12, no Party shall issue a press release or other public announcement that includes the name of the other Party or its Affiliates without the prior written consent of such other Party (which consent may be withheld in such other Party's sole discretion). Seller shall not disclose the identity of Buyer or its Affiliates in any filings under the Securities Exchange Act of 1934, as amended, or file this Agreement thereunder until it is required to file its Annual Report on Form 10-K for the twelve months ended December 31, 2017, unless it is advised by its counsel that such disclosure or filing must be made sooner in which case Seller shall provide prompt written notice thereof to Buyer.

12.13 Confidentiality. The Confidentiality Agreement shall terminate on the Closing Date and will thereafter be of no further force or effect. Each Party shall keep confidential, and cause its Affiliates and instruct its Representatives to keep confidential, all terms and provisions of this Agreement, except (a) as required by Legal Requirements or any standards or rules of any stock exchange to which such Party or any of its Affiliates is subject, (b) for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 12.13, (c) to the extent required to be disclosed in connection with complying with or obtaining a waiver of any Preferential Purchase Right or Consent, (d) to any Affiliate or Representative of such Party, (e) in the case of Buyer, to any potential purchaser of (or joint venture partner with respect to) all or any portion of the Assets and any direct and/or indirect (current or potential) investor or lender, and (f) to the extent that such Party must disclose the same in any Proceeding brought or Threatened by or against it to enforce or defend its rights under this Agreement. This Section 12.13 shall not prevent either Party from recording the Instruments of Conveyance delivered at the Closing or from complying with any disclosure requirements of Governmental Bodies that are applicable to the transfer of the Assets. Additionally, from and after the Closing, Seller shall keep confidential and not use any of the Records other than for tax purposes or in connection with any Proceeding or Threatened Proceeding against Seller. The covenant set forth in this Section shall terminate two (2) years after the Closing Date.

12.14 Name Change. As promptly as practicable, but in any event within sixty (60) days after the Closing Date, Buyer shall eliminate, remove or paint over the use of the name "Linn" and variants thereof from the Assets, and, except with respect to such grace period for eliminating the existing usage, shall have no right to use any logos, trademarks, or trade names belonging to Seller or any of its Affiliates. Buyer shall be solely responsible for any direct or indirect costs or expenses resulting from the change in use of name and any resulting notification or approval requirements.

12.15 Preparation of Agreement. Both Seller and Buyer and their respective counsel participated in the preparation of this Agreement. In the event of any ambiguity in this Agreement, no presumption shall arise based on the identity of the draftsman of this Agreement.

12.16 Appendices, Exhibits and Schedules**.** All of the Appendices, Exhibits and Schedules referred to in this Agreement are hereby incorporated into this Agreement by reference and constitute a part of this Agreement. Each Party to this Agreement and its counsel has received a complete set of Appendices, Exhibits and Schedules prior to and as of the execution of this Agreement.

12.17 Specific Performance. Each Party hereby acknowledges and agrees that the rights of each Party to consummate the transactions contemplated hereby are special, unique and of extraordinary character and that, if Seller, or after Closing, Buyer, violates or fails or refuses to perform any covenant or agreement made by it herein, the non-breaching Parties may be without an adequate remedy at law. If Seller, or after Closing, Buyer violates or fails or refuses to perform any covenant or agreement made by such Party herein, the non-breaching Parties, subject to the terms hereof and in addition to any remedy at law for damages or other relief permitted under this Agreement, may (at any time prior to the valid termination of this Agreement pursuant to Article 9) institute and prosecute an action in any court of competent jurisdiction to enforce specific performance of such covenant or agreement or seek any other equitable relief, without the necessity of proving actual damages or posting of a bond. For clarity, Seller shall only have the right to seek specific performance of Buyer's covenants and agreements contained herein following the Closing.

12.18 Non-Recourse. This Agreement may only be enforced against, and any Damages based upon, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement may only be brought against, the entities that are expressly named as Parties hereto and then only with respect to the specific obligations set forth herein or therein with respect to such Party. For further clarity, no past, present or future director, manager, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, lender, debt provider or other representative (in each case, in their capacities as such) of any Party hereto or of any Affiliate of any Party hereto or any such past, present or future director, manager, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, lender, debt provider or other representative (in each case, in their capacities as such) (collectively, a "Party Affiliate"), or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any Party hereto or thereto under this Agreement or for any Damages based on, in respect of or by reason of the transactions contemplated hereby or thereby.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

SELLER:

Linn Energy Holdings, LLC

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

Linn Operating, LLC

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

BUYER:

Valorem Energy Operating, LLC

By: /s/ Justin W. Cope
Name: Justin W. Cope
Title: Chief Executive Officer

Exhibit 5.1

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

609 Main Street, Suite 4500
Houston, Texas 77002

To Call Writer Directly:
(713) 836-3600

www.kirkland.com

Facsimile:
(713) 836-3601

March 16, 2018

Linn Energy, Inc.
600 Travis St.
Houston, Texas 77002

Re: Registration Statement on Form S-3

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special counsel for Linn Energy, Inc., a Delaware corporation (the "Company"), and have acted as such in connection with the preparation of a Registration Statement on Form S-3 (the "Registration Statement") filed with the U.S. Securities and Exchange Commission on the date hereof. The Registration Statement relates to the registration of 44,731,906 shares of the Company's Class A common stock, par value $0.001 per share (the "Shares") to be offered and resold from time to time by the selling stockholders named in the Registration Statement under the heading "Selling Stockholders" (the "Selling Stockholders"). You have advised us that the Company issued the Shares to the Selling Stockholders pursuant to the Amended Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and Its Debtor Affiliates Other Than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC, as confirmed by the U.S. Bankruptcy Court for the Southern District of Texas on January 27, 2017.

In connection with the opinion expressed herein, we have reviewed such corporate records, certificates and other documents and such questions of law as we have deemed necessary or appropriate for the purposes of this opinion.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Company, and the due authorization, execution and delivery of all documents by the parties thereto other than the Company. As to any facts material to the opinions expressed herein that we have not independently established or verified, we have relied upon statements and representations of officers and other representatives of the Company.

Our opinion expressed below is subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principals of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and (iii) public policy considerations that may limit the rights of parties to obtain certain remedies.

Based upon and subject to the foregoing, we are of the opinion that the Shares have been duly authorized and validly issued and are fully paid and non-assessable.

The foregoing opinion is limited in all respects to the General Corporation Law of the State of Delaware (including the applicable provisions of the Delaware Constitution and the reported judicial decisions interpreting these laws) and the federal securities laws of the United States of America. We do not express any opinion herein on the laws of any other jurisdiction.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. This opinion speaks only as of the date hereof and we assume no obligation to revise or supplement this opinion.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to Kirkland & Ellis LLP in the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended.

Sincerely,

/s/ Kirkland & Ellis LLP

Kirkland & Ellis LLP

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Linn Energy, Inc.:

We consent to the use of our reports dated February 27, 2018 with respect to the consolidated balance sheets of Linn Energy, Inc. as of December 31, 2017 (Successor) and 2016 (Predecessor), the related consolidated statements of operations, equity, and cash flows for the ten months ended December 31, 2017 (Successor), the two months ended February 28, 2017 and for the years ended December 31, 2016 and 2015 (Predecessor), and the related notes (collectively, the "consolidated financial statements"), and the effectiveness of internal control over financial reporting as of December 31, 2017, incorporated herein by reference and to the reference to our firm under the heading "Experts" in the Post-Effective Amendment No. 1 on Form S-3 to Form S-1 and the related prospectus.

Our report on the consolidated financial statements refers to a change in the basis of presentation for Linn Energy, Inc.'s emergence from bankruptcy.

/s/ KPMG LLP
Houston, Texas
March 16, 2018

Exhibit 23.2

Consent of DeGolyer and MacNaughton
5001 Spring Valley Road
Suite 800 East
Dallas, Texas 75244

March 16, 2018

Linn Energy, Inc.
600 Travis
Houston, Texas 77002

Ladies and Gentlemen:

We hereby consent to the incorporation by reference in this Post-Effective Amendment No. 1 on Form S-3 to Form S-1 Registration Statement of Linn Energy, Inc., to be filed on or about March 16, 2018, of references to DeGolyer and MacNaughton as independent petroleum engineers under the heading "Experts" in the prospectus, and to the inclusion of information taken from the reports listed below contained in Linn Energy, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2017, filed with the U.S. Securities and Exchange Commission on February 27, 2018 (the "2017 10-K"):

- Report as of December 31, 2017 on Reserves and Revenue of Certain Properties owned by Linn Operating, Inc.;
- Report as of December 31, 2016 on Reserves and Revenue of Certain Properties owned by Linn Energy, LLC; and
- Report as of December 31, 2015 on Reserves and Revenue owned by Linn Energy, LLC.

We further consent to the incorporation by reference in this Post-Effective Amendment No. 1 on Form S-3 to Form S-1 Registration Statement of our third party letter report dated February 6, 2018, filed as Exhibit 99.1 to the 2017 10-K.

Very truly yours,

/s/ DeGolyer and MacNaughton
Texas Registered Engineering Firm F-716

Exhibit 23.3

Consent of DeGolyer and MacNaughton
5001 Spring Valley Road
Suite 800 East
Dallas, Texas 75244

March 16, 2018

Linn Energy, Inc.
600 Travis
Houston, Texas 77002

Ladies and Gentlemen:

We hereby consent to the incorporation by reference in this Post-Effective Amendment No. 1 on Form S-3 to Form S-1 Registration Statement of Linn Energy, Inc., to be filed on or about March 16, 2018, of references to DeGolyer and MacNaughton as independent petroleum engineers under the heading "Experts" in the prospectus, and to the inclusion of information taken from the reports listed below contained in Linn Energy, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2017, filed with the U.S. Securities and Exchange Commission on February 27, 2018 (the "2017 10-K"):

- Report as of December 31, 2017 on Reserves and Revenue of Certain Properties owned by Roan Resources, LLC.

We further consent to the incorporation by reference in this Post-Effective Amendment No. 1 on Form S-3 to Form S-1 Registration Statement of our third party letter report dated February 14, 2018, filed as Exhibit 99.2 to the 2017 10-K.

Very truly yours,

/s/ DeGolyer and MacNaughton
Texas Registered Engineering Firm F-716