IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

In re:	)	Chapter 11
LINN ENERGY, LLC, *et al.*,[1]	)	Case No. 16-60040 (DRJ)
Debtors.	)	(Jointly Administered)

DISCLOSURE STATEMENT FOR 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, LLC

Paul M. Basta, P.C. (admitted *pro hac vice*)
Stephen E. Hessler, P.C. (admitted *pro hac vice*)
Brian S. Lennon (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

Patricia B. Tomasco (TX Bar No. 01797600)
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
JACKSON WALKER L.L.P.
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221

--and--

James H.M. Sprayregen, P.C. (admitted *pro hac vice*)
Joseph M. Graham (admitted *pro hac vice*)
Alexandra Schwarzman (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Counsel to the Debtors and Debtors in Possession

[1] The Debtors in these Chapter 11 Cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); and Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

IMPORTANT INFORMATION ABOUT THIS DISCLOSURE STATEMENT[2]

The LINN Debtors are providing the information in this Disclosure Statement to Holders of Claims and Interests for purposes of soliciting votes to accept or reject the joint plan of reorganization of Linn Energy, LLC and its Debtor affiliates, excluding Berry Petroleum Company, LLC and Linn Acquisition Company, LLC, pursuant to chapter 11 of the Bankruptcy Code. Nothing in this Disclosure Statement may be relied upon or used by any Entity for any other purpose. Before deciding whether to vote for or against the Plan, each Holder entitled to vote should carefully consider all of the information in this Disclosure Statement, including the Risk Factors described in Article IX herein.

Subject to the foregoing, the Plan is supported by the LINN Debtors, the Ad Hoc Group of LINN Unsecured Noteholders, the Ad Hoc Group of LINN Second Lien Noteholders, and the LINN Lenders. The Debtors urge Holders of Claims whose votes are being solicited to accept the Plan.

The LINN Debtors urge each Holder of a Claim to consult with its own advisors with respect to any legal, financial, securities, tax, or business advice in reviewing this Disclosure Statement, the Plan, and the proposed transactions contemplated thereby. Furthermore, the Court's approval of the adequacy of the information contained in this Disclosure Statement does not constitute the Court's approval of the Plan.

This Disclosure Statement contains, among other things, summaries of the Plan, certain statutory provisions, and certain anticipated events in the LINN Debtors' Chapter 11 Cases. Although the LINN Debtors believe that these summaries are fair and accurate, these summaries are qualified in their entirety to the extent that they do not set forth the entire text of such documents or statutory provisions or every detail of such anticipated events. In the event of any inconsistency or discrepancy between a description in this Disclosure Statement and the terms and provisions of the Plan or any other documents incorporated herein by reference, the Plan or such other documents will govern for all purposes. Factual information contained in this Disclosure Statement has been provided by the LINN Debtors' management except where otherwise specifically noted. The LINN Debtors do not represent or warrant that the information contained herein or attached hereto is without any material inaccuracy or omission.

In preparing this Disclosure Statement, the LINN Debtors relied on financial data derived from the LINN Debtors' books and records and on various assumptions regarding the LINN Debtors' businesses. While the LINN Debtors believe that such financial information fairly reflects the financial condition of the LINN Debtors as of the date hereof and that the assumptions regarding future events reflect reasonable business judgments, no representations or warranties are made as to the accuracy of the financial information contained herein or assumptions regarding the LINN Debtors' businesses and their future results and operations. The LINN Debtors expressly caution readers not to place undue reliance on any forward-looking statements contained herein.

[2] Capitalized terms used but not defined in this disclaimer shall have the meaning ascribed to them elsewhere in this Disclosure Statement.

This Disclosure Statement does not constitute, and may not be construed as, an admission of fact, liability, stipulation, or waiver. The LINN Debtors or any other authorized party may seek to investigate, File, and prosecute Claims and may object to Claims after the Confirmation or Effective Date of the Plan irrespective of whether this Disclosure Statement identifies any such Claims or objections to Claims.

The LINN Debtors are making the statements and providing the financial information contained in this Disclosure Statement as of the date hereof, unless otherwise specifically noted. Although the LINN Debtors may subsequently update the information in this Disclosure Statement, the LINN Debtors have no affirmative duty to do so, and expressly disclaim any duty to publicly update any forward-looking statements, whether as a result of new information, future events, or otherwise. Holders of Claims reviewing this Disclosure Statement should not infer that, at the time of their review, the facts set forth herein have not changed since this Disclosure Statement was Filed. Information contained herein is subject to completion, modification, or amendment. The LINN Debtors reserve the right to File an amended or modified Plan and related Disclosure Statement from time to time for the LINN Debtors, subject to the LINN RSA.

The LINN Debtors have not authorized any Entity to give any information about or concerning the Plan other than that which is contained in this Disclosure Statement. The LINN Debtors have not authorized any representations concerning the LINN Debtors or the value of their property other than as set forth in this Disclosure Statement.

If the Plan is confirmed by the Court and the Effective Date occurs, all Holders of Claims and Interests (including those Holders of Claims who do not submit ballots to accept or reject the plan, who vote to reject the Plan, or who are not entitled to vote on the Plan) will be bound by the terms of the Plan and the Restructuring Transactions contemplated thereby.

The Confirmation and effectiveness of the Plan are subject to certain material conditions precedent described herein and set forth in Article IX of the Plan. There is no assurance that the Plan will be confirmed, or if confirmed, that the conditions required to be satisfied for the Plan to go effective will be satisfied (or waived).

You are encouraged to read the Plan and this Disclosure Statement in its entirety, including Article IX, entitled "RISK FACTORS," which begins on page 3, before submitting your ballot to vote on the Plan.

The Court's approval of this Disclosure Statement does not constitute a guarantee by the Court of the accuracy or completeness of the information contained herein or an endorsement by the Court of the merits of the Plan.

Summaries of the Plan and statements made in this Disclosure Statement are qualified in their entirety by reference to the Plan. The summaries of the financial information and the documents annexed to this Disclosure Statement or otherwise incorporated herein by reference are qualified in their entirety by reference to those documents. The statements contained in this Disclosure Statement are made only as of the date of this Disclosure Statement, and there is no assurance that the statements contained

herein will be correct at any time after such date. Except as otherwise provided in the Plan or in accordance with applicable law, the LINN Debtors are under no duty to update or supplement this Disclosure Statement.

The information contained in this Disclosure Statement is included for purposes of soliciting acceptances to, and Confirmation of, the Plan and may not be relied on for any other purpose. In the event of any inconsistency between this Disclosure Statement and the Plan, the relevant provisions of the Plan will govern.

This Disclosure Statement has been prepared in accordance with section 1125 of the Bankruptcy Code and Bankruptcy Rule 3016(b) and is not necessarily prepared in accordance with federal or state securities laws or other similar laws. This Disclosure Statement has not been approved or disapproved by the United States Securities and Exchange Commission (the "SEC") or any similar federal, state, local, or foreign regulatory agency, nor has the SEC or any other agency passed upon the accuracy or adequacy of the statements contained in this Disclosure Statement.

The LINN Debtors have sought to ensure the accuracy of the financial information provided in this Disclosure Statement; however, the financial information contained in this Disclosure Statement or incorporated herein by reference has not been, and will not be, audited or reviewed by the LINN Debtors' independent auditors unless explicitly provided otherwise.

Upon Confirmation of the Plan, certain of the securities described in this Disclosure Statement will be issued without registration under the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, together with the rules and regulations promulgated thereunder (the "Securities Act"), or similar federal, state, local, or foreign laws, in reliance on the exemption set forth in section 1145 of the Bankruptcy Code. Other Securities may be issued pursuant to other applicable exemptions under the federal securities laws. To the extent exemptions from registration under section 1145 of the Bankruptcy Code or applicable federal securities law do not apply, the Securities may not be offered or sold except pursuant to a valid exemption or upon registration under the Securities Act.

The LINN Debtors make statements in this Disclosure Statement that are considered forward-looking statements under federal securities laws. The LINN Debtors consider all statements regarding anticipated or future matters, to be forward-looking statements. Forward-looking statements may include statements about the LINN Debtors':

- **business strategy;**
- **acquisition strategy;**
- **financial strategy;**
- **risks associated with the Chapter 11 process, including the Company's inability to develop, confirm and consummate a plan under Chapter 11 or an alternative restructuring transaction;**

- **inability to maintain relationships with suppliers, customers, employees and other third parties as a result of the Chapter 11 filing;**
- **failure to satisfy the Company's short- or long-term liquidity needs, including its inability to generate sufficient cash flow from operations or to obtain adequate financing to fund its capital expenditures and meet working capital needs and its ability to continue as a going concern;**
- **large or multiple customer defaults on contractual obligations, including defaults resulting from actual or potential insolvencies;**
- **legal proceedings and the effects thereof;**
- **ability to resume payment of distributions in the future or maintain or grow them after such resumption;**
- **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, including results of acquired properties;**
- **plans, objectives, expectations and intentions; and**
- **integration and the resulting benefits of asset and property acquisitions or the effects of asset and property acquisitions or dispositions on the LINN Debtors' cash position and levels of indebtedness.**

Statements concerning these and other matters are not guarantees of the Reorganized LINN Debtors' future performance. There are risks, uncertainties, and other important factors that could cause the Reorganized LINN Debtors' actual performance or achievements to be different from those they may project, and the LINN Debtors undertake no obligation to update the projections made herein. These risks, uncertainties,

and factors may include: the LINN Debtors' ability to confirm and consummate the Plan; the potential that the Plan may be converted to a process to sell substantially all of the LINN Debtors' assets under section 363 of the Bankruptcy Code; the LINN Debtors' ability to reduce their overall financial leverage; the potential adverse impact of the Chapter 11 Cases on the LINN Debtors' operations, management, and employees, and the risks associated with operating the LINN Debtors' businesses during the Chapter 11 Cases; customer responses to the Chapter 11 Cases; the LINN Debtors' inability to discharge or settle Claims during the Chapter 11 Cases; the LINN Debtors' ability to access financing necessary to consummate the Plan; general economic, business, and market conditions; currency fluctuations; interest rate fluctuations; price increases; exposure to litigation; a decline in the LINN Debtors' market share due to competition or price pressure by customers; the LINN Debtors' ability to implement cost reduction initiatives in a timely manner; the LINN Debtors' ability to divest existing businesses; financial conditions of the LINN Debtors' customers; adverse tax changes; limited access to capital resources; changes in domestic and foreign laws and regulations; trade balance; natural disasters; geopolitical instability; and the effects of governmental regulation on the LINN Debtors' businesses.

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EXHIBITS[1]

[1] Each Exhibit is incorporated herein by reference.

I. INTRODUCTION

The LINN Debtors submit this disclosure statement (this "Disclosure Statement") pursuant to section 1125 of the Bankruptcy Code to Holders of Claims against and Interests in the LINN Debtors in connection with the solicitation of acceptances with respect 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, LLC* (the "Plan"), dated December 12, 2016.[1] A copy of the Plan is attached hereto as **Exhibit A** and incorporated herein by reference. The Plan constitutes a separate chapter 11 plan for each of the LINN Debtors.

THE LINN DEBTORS, THE AD HOC GROUP OF LINN UNSECURED NOTEHOLDERS, THE AD HOC GROUP OF LINN SECOND LIEN NOTEHOLDERS, THE LINN LENDERS, AND THE COMMITTEE SUPPORT THE PLAN. THE LINN DEBTORS BELIEVE THAT THE COMPROMISE CONTEMPLATED UNDER THE PLAN IS FAIR AND EQUITABLE, MAXIMIZES THE VALUE OF THE LINN DEBTORS' ESTATES, AND PROVIDES THE BEST RECOVERY TO CLAIM HOLDERS. AT THIS TIME, THE LINN DEBTORS BELIEVE THIS IS THE BEST AVAILABLE ALTERNATIVE FOR COMPLETING THE CHAPTER 11 CASES. THE LINN DEBTORS STRONGLY RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

II. PRELIMINARY STATEMENT

The Debtors are an independent oil and natural gas company headquartered in Houston, Texas. LinnCo, LLC ("LinnCo") has no funded debt and is a publicly-traded company that currently owns approximately 71 percent of Debtor LINN's outstanding units, the remainder of which are publicly held. LINN and certain direct and indirect Debtor subsidiaries, other than Berry, are the obligors on the majority of the Debtors' funded debt. LINN, through its direct subsidiary, Linn Acquisition Company, LLC ("LAC"), indirectly owns a 100 percent membership interest in Berry (collectively, Berry and LAC shall hereafter be referred to as the "Berry Debtors"), which has separate funded debt. The Debtors, other than Berry and LAC (collectively, the "LINN Debtors"), acquired Berry in December 2013 in a stock-for-stock transaction.

The Debtors are operationally integrated. The Debtors' workforce, which is not unionized, includes approximately 1,500 employees. Collectively, as of year-end 2015, the Debtors had approximately 27,000 gross productive wells in the United States, including in California, Colorado, Illinois, Kansas, Louisiana, Michigan, New Mexico, North Dakota, Oklahoma, Texas, Utah, and Wyoming. As of year-end 2015, the Debtors had approximately 4.5 trillion cubic feet equivalent of proved reserves, of which approximately 26 percent were oil, 59 percent were natural gas, and 15 percent were natural gas liquids. The Debtors also own and operate pipelines, processing facilities, and steam generators to support their production activities.

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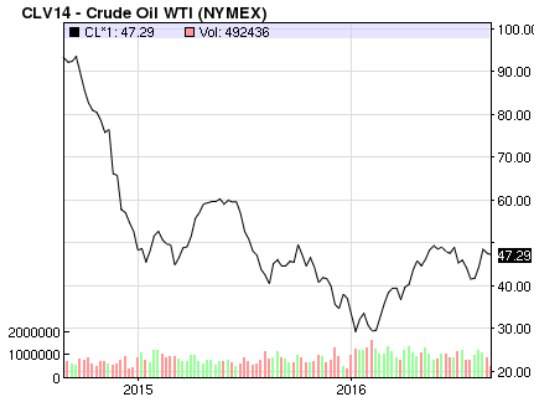
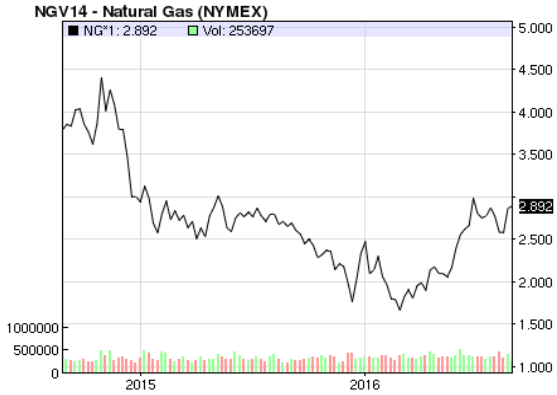
[1] Capitalized terms used but not otherwise defined in this Disclosure Statement shall have the meaning ascribed to such terms in the Plan. **The summary of the Plan provided herein is qualified in its entirety by reference to the Plan. In the case of any inconsistency between this Disclosure Statement and the Plan, the Plan will govern**.

Although the Debtors' operations remain strong, the Debtors have fallen victim to the same macroeconomic forces afflicting the rest of the oil and gas industry: historically low commodity prices coupled with relatively weak consumer demand. The depressed commodity pricing environment that has prevailed since late 2014 has crippled the Debtors' ability both to sustain their leveraged capital structure and obtain and commit the capital necessary for their core production activities. The oil and gas industry continues to experience a severe economic crisis with far-reaching implications. Over 60 oil and natural gas companies filed for chapter 11 in 2015 alone and more have filed since. Natural gas prices have suffered a steep decline, from approximately $6 per million British Thermal Units ("MMBtu") in early 2014 to near $2 per MMBtu as of the Petition Date. And, in early 2016, the price of crude oil reached approximately $26 a barrel, down sharply from over $100 a barrel as recently as mid-2014. Companies across the industry continue to face acute financial distress and seek the protections of chapter 11. This unprecedented collapse in commodity prices has fundamentally changed the economics of oil and natural gas production.

Charts illustrating the magnitude of the decline in oil and natural gas prices over the last several years follows:[2]





Despite the Debtors' efforts to mitigate these and other effects of the historic market downturn by substantially decreasing total capital expenditures, closing the sale of certain properties in the Permian Basin, decreasing, and later suspending, the payment of distributions to unitholders, borrowing the full remaining undrawn amount under the Sixth Amended and Restated Credit Agreement dated as of April 24, 2013, by and among LINN, as borrower, Wells Fargo Bank, National Association, as administrative agent (the "LINN Administrative Agent"), and the lenders and agents party thereto (the "LINN Credit Agreement"), and implementing a liability management program to take advantage of commodity price uncertainty, the capital-intensive nature of the Debtors' businesses together with the Debtors' overleveraged capital structure made it difficult to withstand the economic climate. These macroeconomic factors, coupled with the Debtors' substantial debt obligations and operating costs, strained their ability to sustain the weight of their capital structure and devote the capital necessary to maintain and grow their businesses. As a result, beginning in February 2016, the Debtors engaged financial advisors and legal counsel to advise management and the board of directors regarding

[2] *See Commodity Futures Price Quotes for Crude Oil*, NASDAQ, http://www.nasdaq.com/markets/crude-oil.aspx?timeframe=2y (last visited Aug. 30, 2016); *Commodity Futures Price Quotes for Natural Gas*, NASDAQ, http://www.nasdaq.com/markets/natural-gas.aspx?timeframe=2y (last visited Aug. 30, 2016).

potential strategic alternatives to enhance the Debtors' liquidity and address their capital structure.

The Debtors' efforts in this regard were successful, and are outlined in more detail elsewhere in this Disclosure Statement. Most importantly, as the culmination of these efforts, on May 10, 2016, the Debtors entered into a restructuring support agreement (the "Bank RSA") with restructuring support parties (the "Restructuring Support Parties") who, as of the effective date of the Bank RSA, held approximately 69.99 percent of the outstanding principal indebtedness under the LINN Credit Agreement and approximately 67.75 percent of the outstanding indebtedness under the Berry Credit Agreement.

The Bank RSA, among other things, incorporated the terms of an April 4, 2016 settlement agreement between the LINN Debtors and the LINN Second Lien Noteholders (the "Second Lien Settlement Agreement"), which provided for the resolution of claims and causes of action related to the LINN Second Lien Notes and required the LINN Debtors and members of the ad hoc group of Holders of LINN Second Lien Notes Claims (the "Ad Hoc Group of LINN Second Lien Noteholders") to engage in good faith negotiations on the terms of a consensual plan of reorganization. The terms of the LINN Second Lien Settlement Agreement are discussed in detail below.

Following the execution of the Bank RSA, the Debtors continued to work with the Holders of LINN Lender Claims (the "LINN Lenders"), the Holders of Berry Lender Claims (the "Berry Lenders"), the Holders of the LINN Second Lien Notes Claims (the "LINN Second Lien Noteholders"), the Holders of the LINN Unsecured Notes Claims (the "LINN Unsecured Noteholders"), the Holders of approximately 70% of the principal face amount of approximately $834 million of the 6.75% Berry Unsecured Notes due in 2020 and 6.375% Berry Unsecured Notes due in 2022 (collectively, the "Berry Ad Hoc Group"), and the official committee of unsecured creditors (the "Committee") to negotiate a consensual restructuring transaction supported by all levels of the capital structure.

As part of these negotiations, the LINN Debtors solicited and received several "new-money" proposals, from each of (a) the ad hoc group of Holders of LINN Unsecured Notes Claims (the "Ad Hoc Group of LINN Unsecured Noteholders"), (b) the Ad Hoc Group of LINN Second Lien Noteholders, and (c) two third-party potential new money investors (the "First Potential Investor" and "Second Potential Investor," respectively), among others. The LINN Debtors, after consultation with their advisors, determined not to proceed with the proposal made by the Second Potential Investor. The LINN Debtors then continued negotiations with each of the Ad Hoc Group of LINN Unsecured Noteholders, the Ad Hoc Group of Second Lien Noteholders, and the First Potential Investor in an effort to maximize the overall liquidity commitments from each group and improve the terms on which the liquidity was being offered.

In September, 2016, the Ad Hoc Group of LINN Second Lien Noteholders and the Ad Hoc Group of LINN Unsecured Noteholders approached the LINN Debtors with a joint proposal (the "Joint Creditor Proposal") that formed the basis of the restructuring transactions contemplated by this Plan. Following further good faith, arms'-length negotiations with each of the First Potential Investor on the one hand, and the Ad Hoc Group of LINN Second Lien Noteholders and the Ad Hoc Group of LINN Unsecured Noteholders on the other hand, the Boards of the LINN Debtors determined, after consultation with their advisors, that the Joint

Creditor Proposal maximized value for all parties in interest, best positioned the LINN Debtors to emerge from chapter 11 as a successful going concern, and represented the best available alternative. The terms of the Joint Creditor Proposal were documented in a restructuring support agreement dated as of October 7, 2016 by and between the LINN Debtors, the Ad Hoc Group of LINN Second Lien Noteholders, and the Ad Hoc Group of LINN Unsecured Noteholders (together with all exhibits and schedules thereto, the "LINN RSA") attached hereto as **Exhibit B**. In conjunction with the negotiation of the Joint Creditor Proposal and as a condition to entry into the Creditor Restructuring Agreement, the LINN Debtors also engaged with the LINN Lenders regarding the terms of an amended and improved $1.7 billion LINN Exit Facility, the terms of which were documented in a term sheet (the "LINN Exit Facility Term Sheet"), which is attached as **Exhibit B** to the LINN RSA.

Concurrently with the LINN Debtors' negotiations with respect to the Plan, the Berry Debtors also explored potential resolutions with their various stakeholders. On November 17, 2016, the Berry Debtors filed the *Motion of Linn Acquisition Company, LLC and Berry Petroleum Company, LLC for Entry of an Order (i) Approving (a) Entry into Backstop Agreement, (b) Payment of Related Fees and Expenses, and (c) Rights Offerings Procedures and Related Forms, and (ii) Granting Related Relief* [Docket No. 1192] seeking authority to enter into a backstop agreement (the "Berry Backstop Agreement") with the Berry Ad Hoc Group in connection with a $300 million rights offering (the "Berry Rights Offering"). Since that date the Berry Debtors have been negotiating the terms of a restructuring support agreement with the Berry Lenders and the Berry Ad Hoc Group and intend to proceed with a hearing on December 15, 2016 at a time to be determined seeking approval of: (a) the the Berry Debtors' Disclosure Statement; and (b) the Berry Backstop Agreement.

III. OVERVIEW OF THE PLAN

The Plan provides for the reorganization of the LINN Debtors as a going concern and will significantly reduce long-term debt and annual interest payments of Reorganized LINN, resulting in a stronger, de-levered balance sheet for the LINN Debtors.

Specifically, the Plan provides for: (a) rights offerings in the aggregate amount of $530 million backstopped by certain of the LINN Noteholders (collectively, the "LINN Rights Offerings") and open to all Holders of Allowed LINN Second Lien Notes Claims as of the record date (the "LINN Rights Offerings Record Date") established therefor and all Holders of Allowed LINN Unsecured Notes Claims as of the record date established therefor (collectively, "Eligible Holders"); (b) a full recovery for the LINN Lenders consisting of (i) a $500 million cash payment from the proceeds of the LINN Rights Offerings and other cash payments from existing cash on hand (collectively, the "LINN Lender Paydown"), (ii) an exit facility in the aggregate amount of $1.7 billion (the "LINN Exit Facility"), or (iii) non-conforming term notes (the "Reorganized LINN Non-Conforming Term Notes") issued to those LINN Lenders who elect not to participate in the LINN Exit Facility (collectively, the "Non-Electing Lenders"); (c) the issuance of Reorganized LINN Common Stock to Holders of the LINN Second Lien Notes Claims and the LINN Unsecured Notes Claims; (d) the right to participate in the LINN Rights Offerings for Eligible Holders of LINN Second Lien Notes Claims and LINN Unsecured Notes Claims; (e) a Pro Rata cash payment of $30 million to LINN Second Lien Noteholders (the "Second Lien Cash Distribution"); (f) a full recovery for Holders of Allowed LINN Convenience Class Claims and Holders of LINN Allowed General Unsecured Claims who elect

to reduce their LINN Allowed General Unsecured Claims to $2,500 (the "LINN Convenience Claims"); and (h) a Pro Rata cash distribution from the LINN GUC Cash Distribution Pool (as defined below) to the Holders of Allowed LINN General Unsecured Claims

A. LINN Rights Offerings

The LINN Rights Offerings contemplate two separate rights offerings totaling $530 million: (a) a $210,995,592 rights offering (the "LINN Secured Rights Offering") backstopped by certain members of the Ad Hoc Group of LINN Second Lien Noteholders (the "LINN Secured Commitment Parties") and open to all Eligible Holders of Second Lien Notes Claims; and (b) a $319,004,408 rights offering (the "LINN Unsecured Rights Offering") backstopped by certain members of the Ad Hoc Group of LINN Unsecured Noteholders (the "LINN Unsecured Commitment Parties") and open to all Eligible Holders of LINN Unsecured Notes Claims. The proceeds of the LINN Rights Offerings will be used to fund the LINN Lender Paydown as well as the Second Lien Cash Distribution.

All of the Reorganized LINN Common Stock issued pursuant to the LINN Rights Offerings shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of the Reorganized LINN Common Stock in accordance with the LINN Rights Offerings shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

B. Exit Financing

On the Effective Date, the Reorganized LINN Debtors shall enter into the LINN Exit Facility, with Reorganized LINN as a holding company and guarantor directly or indirectly holding all of the equity interests of all of the other Reorganized LINN Debtors. The LINN Exit Facility shall be comprised of: (a) a reserve based lending facility with an initial borrowing base equal to $1.4 billion minus the amount of Reorganized LINN Non-Conforming Term Notes issued to Non-Electing Lenders (as initially divided between a $1.4 billion conforming tranche minus the amount of Reorganized LINN Non-Conforming Term Notes issued to Non-Electing Lenders and $0.0 in a non-conforming tranche), on the terms and conditions set forth in the LINN Exit Facility Documents (the "Reorganized LINN Revolving Loan"); and (b) a new first lien term loan in the aggregate original principal amount of $300 million on the terms set forth in the LINN Exit Facility Documents (the "Reorganized LINN Term Loan").

Each Holder of an Allowed LINN Lender Claim that elects to participate in the LINN Exit Facility shall receive its Pro Rata share of (i) the LINN Exit Facility, and (ii) the LINN Lender Paydown, including the Pro Rata share with respect to all Consenting LINN Lenders of the amount that would otherwise be payable to the Non-Electing Lenders, if such Non-Electing Lenders were Consenting LINN Lenders (such that the aggregate amount received by Consenting LINN Lenders is equal to the LINN Lender Paydown), in each case pursuant to Article III.B.3 of the Plan. The LINN Exit Facility shall be on terms set forth in the LINN Exit Facility Documents and substantially consistent with the terms set forth in the LINN Exit Facility Term Sheet; *provided*, that the aggregate amount of the Reorganized LINN Revolving Loan commitments shall be reduced dollar for dollar by an amount of the Reorganized LINN

Non-Conforming Term Notes that are issued to Non-Electing Lenders, such that the aggregate amount of the Reorganized LINN Revolving Loan commitments plus the Reorganized LINN Non-Conforming Term Notes shall be equal to $1.4 billion.

C. Committee Settlement

After weeks of substantive discussions regarding the Plan, the LINN Debtors and the Committee agreed to a settlement (the "Committee Settlement") on December 7, 2016, pursuant to which Holders of Allowed LINN General Unsecured Claims and Holders of Allowed LINN Convenience Claims will receive cash distributions on account of their Allowed Claims. In addition to the treatment of Allowed LINN General Unsecured Claims and Allowed LINN Convenience Claims, the Committee Settlement also establishes procedures for the claims reconciliation process by which Disputed Claims will be settled.

1. Treatment of General Unsecured Claims

Pursuant to the Plan, which incorporates the terms of the Committee Settlement, Holders of Allowed LINN General Unsecured Claims who do not elect to reduce their Allowed LINN General Unsecured Claim to $2,500 in order to participate in the LINN Convenience Claims Cash Distribution Pool (as defined below) will receive a Pro Rata share of $37,700,000 in Cash (the "LINN GUC Cash Distribution Pool"). Holders of Allowed LINN Convenience Class Claims and Holders of Allowed LINN General Unsecured Claims who elect to reduce their LINN General Unsecured Claims to $2,500, in turn, will be entitled to receive a full recovery from a $2,300,000 cash pool (the "LINN Convenience Claims Cash Distribution Pool"); *provided*, *however*, that to the extent that LINN Convenience Claims elections result in an aggregate cost greater than LINN Convenience Claims Cash Distribution Pool, any such excess cost shall be paid with, and deducted from, the LINN GUC Cash Distribution Pool. Such election to be treated as a LINN Convenience Claims by Holders of Allowed LINN General Unsecured Claims over $2,500 must be made at the time such Holder submits a ballot indicating acceptance or rejection of the Plan. To the extent the full $2,300,000 LINN Convenience Claims Cash Distributions Pool is not fully consumed for any reason, the residual excess will be deposited into the LINN GUC Cash Distribution Pool and distributed Pro Rata to Holders of non-LINN Convenience Claims Allowed LINN General Unsecured Claims.

On the Effective Date, the LINN Debtors shall irrevocably fund each of the LINN Convenience Claims Cash Distribution Pool and the LINN GUC Cash Distribution Pool into separate, segregated bank accounts not subject to the control of the lenders or the administrative agent under the LINN Exit Facility, which accounts will not be subject to any liens, security interests, or other encumbrances. Except as provided in the Plan, Cash held on account of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool shall not constitute property of the LINN Debtors or the Reorganized LINN Debtors and distributions from such account shall be made in accordance with Article III, Article VI, and Article VII of the Plan. In the event there is a remaining Cash balance in the LINN GUC Cash Distribution Pool after payment to all Holders of Allowed LINN General Unsecured Claims, such remaining amount, if any, shall be distributed Pro Rata to Holders of Allowed LINN General Unsecured Claims. In the event that there is a remaining Cash balance in the LINN Convenience Claims Cash Distribution Pool after payment of all Allowed LINN Convenience Claims (including all Allowed LINN General Claims electing as Allowed Convenience Claims),

the excess amounts shall be transferred into the LINN GUC Cash Distribution Pool for Pro Rata distributions to Holders of Allowed LINN General Unsecured Claims (excluding those electing treatment as Allowed LINN Convenience Claims). In the event that LINN Convenience Claims elections result in an aggregate cost greater than the LINN Convenience Claims Cash Distribution Pool, any such excess cost shall be paid with, and deducted from, the LINN GUC Cash Distribution Pool.

The Debtors expect that (a) each of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool will be treated as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9 (and any appropriate elections will be made) and (b) to the extent permitted by applicable law, reports shall be made consistently with the foregoing for state and local income tax purposes. Under such treatment, a separate federal income tax return shall be filed with the IRS for the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool with respect to any income attributable to the account. Any taxes imposed on the LINN GUC Cash Distribution Pool or the LINN Convenience Claims Cash Distribution Pool shall be paid by Reorganized LINN out of the assets of the respective accounts (and reductions shall be made to amounts disbursed from the trust to account for the need to pay such taxes).

To the extent property is not distributed to U.S. Holders of LINN General Unsecured Claims or LINN Convenience Class Clams on the Effective Date but, instead, is transferred to the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool, although not free from doubt, U.S. Holders should not recognize any gain or loss on the date that the property is transferred by the Debtors to the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool, but should recognize gain or loss in an amount equal to: (a) the amount of Cash and fair value of property actually distributed to such U.S. Holder from the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool, less (b) the U.S. Holder's adjusted tax basis of its Claim when and to the extent property is actually distributed to such U.S. Holder.

To the extent that a U.S. Holder receives distributions respect to a Claim subsequent to the Effective Date, such U.S. Holder may recognize additional gain (if such U.S. Holder is in a gain position) and a portion of such distribution may be treated as imputed interest income. In addition, it is possible that the recognition of any loss realized by a U.S. Holder may be deferred until all payments have been made out of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool to all eligible Holders. U.S. Holders are urged to consult their tax advisors regarding the possible application (and the ability to elect out) of the "installment method" of reporting any gain that may be recognized by such U.S. Holders in respect of their Claims due to the receipt of property in a taxable year subsequent to the taxable year in which the Effective Date occurs. The discussion herein assumes that the installment method does not apply.

2. Claims Reconciliation Process

The Plan and Committee Settlement also establish procedures for resolving Disputed LINN General Unsecured Claims as part of the claims reconciliation process. More specifically, the Plan provides for a Disputed Claims reserve for LINN General Unsecured Claims (the "Disputed Claims Reserve Fund"), funded by the GUC Cash Distribution Pool.

The Disputed Claims Reserve Fund will be administered by the LINN Debtors and the Reorganized LINN Debtors, as applicable, in consultation with a creditor representative appointed by the Committee (the "LINN Creditor Representative"). The identity of the party chosen to act as the LINN Creditor Representative shall be disclosed in the Plan Supplement.

The Reorganized LINN Debtors shall consult with the LINN Creditor Representative on a weekly basis regarding the status of the claims reconciliation process, any proposed settlements, and any issues related to such process, including any proposed retention of experts, consultants, or advisors; *provided*, *however*, that subject to the dispute resolution mechanics outlined in the Committee Settlement, the proposed retention of an expert, consultant or advisor reasonably expected to cost more than $75,000 shall require the prior written consent of the LINN Creditor Representative. Additionally under the Committee Settlement, the settlement of any Disputed Claim that: (a) was filed or scheduled in an amount of $750,000 or greater, or (b) Reorganized LINN proposes to settle in an amount of $750,000 or greater, shall require the prior written consent of the LINN Creditor Representative; *provided* that the LINN Creditor Representative and Reorganized LINN shall have the right to seek recourse from the Bankruptcy Court on an expedited basis in the event any dispute arises related to the claims reconciliation process; and *provided further* that, in the event the LINN Creditor Representative has not provided written consent with respect to any proposed settlement requiring written consent within 14 days of Reorganized LINN's provision of notice of such proposed settlement, Reorganized LINN shall have the right to seek Bankruptcy Court approval of such settlement subject to the objection of the LINN Creditor Representative; and *provided further* that costs of the LINN Debtors or Reorganized LINN, as applicable, incurred (including legal fees and expenses) in connection with any disputes over the claims reconciliation process (but not the claims reconciliation process itself) shall not be charged against the LINN GUC Cash Distribution Pool. The Committee Settlement also provides that Reorganized LINN shall promptly, upon request, provide the LINN Creditor Representative with information about any claims asserted in an amount of $500,000 or greater, and shall promptly provide the LINN Creditor Representative with information about any other Claims that the LINN Creditor Representative may reasonably request. The Bankruptcy Court shall take into account the recoveries to Holders of Allowed LINN General Unsecured Claims in making any determinations with respect to any disputes.

The LINN Creditor Representative shall be compensated at a reasonable rate to be agreed upon by the Committee and the proposed LINN Creditor Representative and shall be entitled to the reimbursement of reasonable and documented expenses, including the fees and expenses of counsel. For the avoidance of doubt, the total cost of the claims reconciliation process of Disputed LINN General Unsecured Claims, including the LINN GUC Cash Distribution Pool, the LINN Convenience Claims Cash Distribution Pool, the LINN Creditor Representative's compensation and expense reimbursement, and Reorganized LINN's claims reconciliation expenses shall not exceed $40 million in the aggregate; *provided, however*, that the pre-Effective Date costs and expenses of the LINN Debtors and their professionals and any post-Effective Date costs incurred by AlixPartners on behalf of the LINN Debtors or Reorganized LINN shall not count toward the foregoing $40 million aggregate limit; and *provided, further*, that any unused portion of the foregoing $40 million remaining at the conclusion of the claims reconciliation process of Disputed LINN General Unsecured Claims shall be distributed Pro Rata to Holders of Allowed LINN General Unsecured Claims

D. Second Lien Settlement

1. Implementation of the Second Lien Settlement

On November 20, 2015, the LINN Debtors closed a private exchange of $2 billion in principal amount of LINN Unsecured Notes for $1 billion in principal amount of newly-issued LINN Second Lien Notes (the "Second Lien Exchange"). The Indenture governing the LINN Second Lien Notes (the "Second Lien Indenture") provided that (i) the LINN Second Lien Notes were to be secured by second-priority liens on all assets securing the LINN Debtors' borrowing base under the LINN Credit Agreement, and (ii) recorded mortgages securing the LINN Second Lien Notes were to be delivered by the LINN Debtors to the Linn Second Lien Trustee on or before February 18, 2016.

The LINN Debtors did not record the second-lien mortgages by the February 18 deadline and entered into a covenant grace period available under the LINN Second Lien Indenture. While in the grace period, the LINN Debtors, the Second Lien Trustee, and the Ad Hoc Group of Second Lien Noteholders commenced negotiations aimed at both avoiding costly and protracted litigation and reaching agreement on the terms of a consensual plan of reorganization. These negotiations resulted in the execution of the Second Lien Settlement Agreement on April 4, 2016. Following execution of the LINN Settlement Agreement, the LINN Debtors recorded the second lien mortgages in accordance with the terms of the LINN Second Lien Indenture, the LINN Second Lien Notes Collateral Agreement, and the exchange agreements governing the Second Lien Exchange.

Pursuant to the Second Lien Settlement Agreement, the LINN Debtors and the Ad Hoc Group of Second Lien Noteholders were required to engage in good-faith negotiations on the terms of a consensual plan of reorganization, which would include a new capital investment. In the event an agreement on a consensual plan is achieved, the Second Lien Settlement Agreement provides that the second lien mortgages will remain in place and the LINN Debtors will defend their validity and enforceability, including defending against any preference actions brought by a third party.

If such an agreement is not reached, the Second Lien Settlement Agreement originally required the LINN Debtors to obtain an order (the "Alternative Settlement Agreement Order") of the Bankruptcy Court within 75 days of the Petition Date (the "Settlement Approval Date"), authorizing (i) the issuance of additional unsecured notes, in the principal amount of $1 billion plus accrued interest, fees, and expenses, on a pro rata basis to existing holders of the LINN Second Lien Notes, (ii) release of the mortgages and other collateral securing the LINN Second Lien Notes, (iii) the release of all claims that the LINN Debtors and their estates may be entitled to assert against the LINN Second Lien Notes Trustee or any holder of the LINN Second Lien Notes under any applicable law, and (iv) the payment of the fees and expenses incurred by LINN Second Lien Notes Trustee and the Ad Hoc Group of Second Lien Noteholders in connection with the Second Lien Settlement Agreement, a consensual plan, or the Alternative Settlement Agreement Order.

In the event the Alternative Settlement Agreement Order is not obtained by the Settlement Approval Date (which has been extended as set forth below), the Second Lien Noteholders would retain (i) a secured claim for all outstanding principal, accrued interest, and

expenses owed on account of the Notes, (ii) all related rights as secured creditors, (iii) all available defenses against any challenges to the priority, enforceability, and validity of the second lien mortgages, and (iv) all available claims for breach of the Linn Second Lien Indenture and related agreements.

The LINN Debtors and the Ad Hoc Group of Second Lien Noteholders engaged in good-faith negotiations on the terms of a consensual plan both prior to and during the pendency of the chapter 11 cases. Members of the Ad Hoc Group of Second Lien Noteholders expended considerable time and expense in performing due diligence, made multiple trips to meet with the LINN Debtors' management team and their advisors in Houston, Texas, and submitted several proposals to the LINN Debtors that contemplated a sizeable investment of new capital in the reorganized Company. As a result of these negotiations, the milestone for filing and obtaining entry of the Alternative Settlement Agreement Order was extended multiple times both prior to and during the chapter 11 cases.

Members of the Ad Hoc Group of Second Lien Noteholders also engaged in negotiations with the Ad Hoc Group of LINN Unsecured Noteholders. These negotiations led to submission of the Joint Creditor Proposal on September 26, 2016 and ultimately to execution of the LINN RSA on October 7, 2016. Under the LINN RSA, both the LINN Debtors and Ad Hoc Group of LINN Unsecured Noteholders agreed to support a Plan pursuant to which (i) the Linn Second Lien Notes Claims will be allowed in the aggregate as a $2 billion unsecured claim (plus accrued and unpaid interest and reasonable and documented fees and expenses), and (ii) the holders of the Second Lien Notes will receive their pro rata share of: (a) the Reorganized LINN Common Stock to be distributed pursuant to the LINN Funded Debt Equity Distribution; (b) rights to purchase shares of Reorganized LINN Common Stock in the LINN Secured Rights Offering, as described above; and (c) $30 million in cash.

The LINN RSA further provides for resolution of all claims and causes of action related to the LINN Second Lien Notes through the Plan. On the Effective Date of the Plan, any and all LINN Second Lien Notes Claims will be settled pursuant to Bankruptcy Rule 9019 on the following terms:

> (i) the Second Lien Notes Claims will be finally and irrevocably Allowed as unsecured claims and holders of such claims will receive the treatment set forth in Article III.B.4 of the Plan and summarized above;
>
> (ii) the mortgages, pledges, and all other security interests securing the LINN Second Lien Notes Claims will be immediately and automatically released, and the Reorganized LINN Debtors, Reorganized LINN Debtors, and the LINN Second Lien Notes Trustee, as applicable, will be authorized to execute, deliver, record, and file any documentation to evidence or effectuate such release;
>
> (iii) the LINN Debtors and their estates will be deemed to have expressly released any and all claims to avoid, subordinate, setoff, reclassify, recharacterized, or disallow in whole or in part the LINN Second Lien Notes Claims, whether under any provision of chapter 5 of the Bankruptcy Code, any equitable theory (including, without limitation, equitable subordination, equitable disallowance, or unjust enrichment), or otherwise, and any other claims that the

LINN Debtors and their estates may be entitled to assert against the LINN Second Lien Notes Trustee or any holder of the LINN Second Lien Notes under any applicable law; and

(iv) the LINN Second Lien Settlement Agreement will terminate, provided that the Confirmation Order provides for resolution and settlement of the LINN Second Lien Notes Claims on the terms set forth above.

In connection with the LINN RSA, the LINN Debtors and the Ad Hoc Group of Second Lien Noteholders extended the Settlement Approval Date to March 1, 2017 (the "Outside Settlement Approval Date"). Consequently, if the LINN Debtors are unable to obtain Bankruptcy Court approval of the Plan (incorporating the terms set forth in the LINN RSA), the LINN Debtors will still have the ability to seek Bankruptcy Court approval of the Alternative Settlement Agreement Order without violating the Second Lien Settlement Agreement's terms or the terms of the Bank RSA, to the extent it remains applicable, *provided*, that if the Alternative Settlement Agreement Order is not entered by the Outside Settlement Approval Date, the LINN Second Lien Noteholders will retain their existing secured claims and all related rights described above. For the avoidance of doubt, if the Plan is confirmed (and provides for the treatment of the LINN Second Lien Notes Claims on the terms set forth above), the Second Lien Settlement Agreement will terminate and cease to be in full force and effect as of the Effective Date.

2. The Prepetition LINN Lender Paydowns

Subsequent to entering into the Second Lien Settlement Agreement, the LINN Debtors also determined to make two prepetition payments to the LINN Lenders of $100 million and $350 million (the "First Prepetition LINN Lender Paydown" and "Second Prepetition LINN Lender Paydown," respectively, and collectively, the "LINN Lender Paydowns") from unencumbered cash drawn from existing availability under the LINN Debtors' revolving credit facilities. The Ad Hoc Group of LINN Second Lien Noteholders had no role in the LINN Debtors' determination to make either the First Prepetition LINN Lender Paydown or the Second Prepetition LINN Lender Paydwon. Additionally, by the time the First Prepetition LINN Lender Paydwon occurred, the Second Lien Settlement had already been negotiated and executed.

Each of the LINN Lender Paydowns were made in connection with specific actions by the LINN Lenders. For instance, the First Prepetition LINN Lender Paydown served as consideration for an amendment to the LINN Debtors' First Lien Credit Agreements after a technical default by the LINN Debtors in March 2016 and afforded the LINN Debtors time to negotiate a comprehensive restructuring transaction prior to the Petition Date (i.e., the Bank RSA). The Second Prepetition LINN Lender Paydown, in turn, served to incentivize the LINN Lenders to enter into the Bank RSA, which permitted the LINN Debtors to enter chapter 11 in an organized and controlled fashion. Accordingly, the First Prepetition LINN Lender Paydown and the Second Prepetition LINN Lender Paydown allowed the LINN Debtors to avoid the value destruction that likely would have resulted from a chapter 11 filing in the absence of an agreement with the LINN Lenders.

3. The Committee's Demand to Pursue Preference Claims Related to LINN Second Lien Noteholders

On September 23, 2016, the Committee delivered a letter to the LINN Debtors (the "Committee Demand Letter") demanding that the LINN Debtors pursue certain preference claims against the LINN Second Lien Notes Trustee, the collateral trustee for the LINN Second Lien Notes, and/or the holders of the LINN Second Lien Notes (collectively, the "LINN Second Lien Parties") related to the LINN Second Lien Notes, or alternatively that the LINN Debtors consent to the Committee pursuing such claims on behalf of the LINN Debtors' estates.

The LINN Debtors discussed the Committee Demand Letter with the Committee on multiple occasions, but ultimately decided that the pursuit of the consensual deal encompassed in the LINN RSA served the best interests of their estates and all parties in interest. Accordingly, the LINN Debtors determined not to pursue either of the purported preference actions.

E. The Berry/LINN Intercompany Settlement

The Plan includes a proposed settlement of numerous potential claims belonging to the LINN Debtors, including asserted and potential intercompany claims between the LINN Debtors and the Berry Debtors. Among those potential claims are claims based on assertions that have been made by certain parties, including the Berry Ad Hoc Group relating to the terms of intercompany transactions (e.g., Docket Nos. 73, 476, and 84). A summary of the primary potential intercompany claims that would be settled pursuant to the Plan is set forth below.

The Debtors, including through designated disinterested representatives of the LINN Debtors and the Berry Debtors, and their respective legal and financial advisors, have made a significant investigation and analysis of potential intercompany claims between the LINN Debtors and the Berry Debtors (the "Intercompany Claims"). With respect to this investigation and analysis, the designated disinterested representative of the LINN Debtors is Joseph P. McCoy, assisted by the LINN Debtors' legal and financial advisors, Jackson Walker LLP and a segregated team from AlixPartners (consisting on personnel who were not involved in AlixPartners' work for all of the Debtors). The designated disinterested representative of the Berry Debtors is Steven Winograd, assisted by the Berry Debtors' legal and financial advisors, Munger, Tolles & Olson LLP and Huron Consulting.

The potential Intercompany Claims include claims that the Berry Debtors may have against the LINN Debtors (the "LINN Intercompany Settled Claims"), such as:

- Claims to avoid and recover distributions to the LINN Debtors, including $435 million transferred at the time of the December 2013 acquisition of the Berry Debtors, and subsequent distributions during 2014-15 totaling approximately $208 million;

- Claims to avoid and recover alleged preferential payments by the Berry Debtors to the LINN Debtors within one year before the Petition Date;

- Claims regarding allocations and advances of proceeds from various asset transactions, in particular, claims that in certain asset swap transactions

sometimes referred to as XTO I and XTO II, the Berry Debtors may have contributed a greater portion of the assets than it received, and claims arising from the advance to LINN of the proceeds of the Fleur de Lis asset sales;

- Claims that allocations of general & administrative costs, and other costs, between LINN Debtors and the Berry Debtors, disadvantaged the Berry Debtors, such as through the nature of the formula used for allocations, or through the use of that formula to allocate certain costs that allegedly should have been allocated directly; and

- Claims for amounts advanced by or withheld from the Berry Debtors for ad valorem taxes, Joint Interest Billing expenses, and other items relating to the Berry Debtors' operations.

The potential Intercompany Claims also include claims that the LINN Debtors may have against the Berry Debtors (the "Berry Intercompany Settled Claims"), such as:

- Claims to avoid and recover contributions by the LINN Debtors to the Berry Debtors, during 2014-15; totaling approximately $691 million;

- Claims that allocations of general & administrative costs, and other costs, between the LINN Debtors and the Berry Debtors, disadvantaged the LINN Debtors, such as through the nature of the formula used for allocations;

- Claims to recover amounts paid for or allocated to the Berry Debtors for pre-petition general and administrative costs and other operating costs, but not yet paid for by the Berry Debtors, and

- Claims related to tax liability for deferred gain triggered by the separation of the Berry Debtors' assets from LinnCo.

The investigation of the Intercompany Claims primarily occurred during May – September 2016, following some earlier review and discussions to gain background familiarity regarding the Debtors and the identification of the major intercompany transactions. The investigation included, among other things:

- Review by the above-referenced legal and financial advisors assisting the designated disinterested representatives, of numerous documents, including the documents that have been placed in the Debtors' restructuring data room, the roughly 12,000 documents produced in discovery relating to the cash collateral and cash management motions, public filings by the Debtors, board materials and presentations, pleadings filed in the bankruptcy cases by various constituencies, and documents specifically requested from the Debtors by the disinterested representatives' advisors.

- The advisors to the designated disinterested representatives interviewed various personnel of the Debtors, and had numerous teleconferences with the Debtors' advisors and personnel to obtain information or to obtain clarification of, or follow-up on, materials obtained through document requests.

- The respective advisors performed independent analyses of potential financial issues, accounting issues and legal issues relating to the Intercompany Claims.

The designated disinterested representatives and their advisors negotiated the proposed Settlement between September 8, 2016 and October 12, 2016. The representatives and their advisors exchanged several rounds of proposals during that time. The negotiations took place through telephone calls and presentations by the advisors, negotiations among the advisors and principals, and negotiations directly between principals. This process included an in person meeting among the principals and advisors on September 14, 2016.

The designated disinterested representatives consulted extensively with their respective advisors on the litigation and settlement value of the various Intercompany Claims, and related considerations, and considered that input in reaching the Settlement. They also considered their general knowledge regarding the Debtors, and drew upon the disinterested representatives prior experience more generally, including as members of the Berry Debtors or the LINN Debtors boards, in evaluating the Settlement.

The Settlement is subject to Bankruptcy Court approval as part of the Plan, which it is agreed will take effect after December 31, 2016. The Settlement consists of the following terms which are incorporated, along with other customary provisions consistent therewith, into the terms of the Plan:

- The Berry Debtors shall have an allowed prepetition, unsecured, non-priority claim of $25 million against Linn Energy, which claim shall receive the same form of distributable value as all other Allowed, Unsecured, Non-Priority Linn Energy Creditors under any plan of reorganization.

- LINN shall return to the Berry's account, not later than as soon as practicable after the effective date of the Settlement, the full amount of funds ($30,503,269.96) that have been collected from the Berry Debtors for ad valorem taxes, net of any such funds that the LINN Debtors have used from October 13, 2016 (the date of the Settlement term sheet) to the date of LINN's return of the funds to pay, on the Berry 's behalf, ad valorem taxes relating to the wells and operations of the Berry Debtors.

- Except for the foregoing, the LINN Debtors and the Berry Debtors shall release any prepetition claims against one another, and the Berry Debtors shall release any postpetition claims for amounts withheld for ad valorem taxes up to October 13, 2016.

- The LINN Debtors shall release the Berry Debtors from any claims based upon the tax liabilities or the use of tax attributes or losses, of the LINN Debtors, arising from or related to (i) the structure of the 2013 acquisition, merger, or contribution of the Berry Debtors and their predecessors by LINN, (ii) the disposition of the Berry Debtors or their assets, or (iii) the disregarded tax status of the Berry Debtors (the "Released Tax Claims"). The LINN Debtors shall not seek to alter or change the disregarded status of the Berry Debtors or

pursue or support any effort to make the Berry Debtors liable for the Released Tax Claims.

- The LINN Debtors and the Berry Debtors reserve all rights with respect to postpetition G&A intercompany transactions and allocations made and/or reported after the date of this Term Sheet, with such claims being released on the effective date under the plan(s) of reorganization; provided however that the parties will not seek to change the methodology by which such allocations and/or payments have to date been calculated, but reserve the right to challenge the application of such methodologies.

- The appropriate treatment of amounts transferred or withheld postpetition, by any of the Settlement parties from any of the other Settlement parties, shall be addressed by separation or transition services agreements in connection with the Plan, except to the extent specifically addressed in the Settlement, and each of the parties reserve all potential claims with respect thereto.

- The Plan contains mutual releases of the LINN Debtors and the Berry Debtors and their respective directors, representatives and officers consistent with the terms of the Settlement for any and all claims arising before the effective date of the plan(s), other than as provided for or may arise under the Settlement.

F. Governance

As of the Effective Date, the Reorganized LINN Board shall consist of seven directors and will include: (1) the current Chief Executive Officer of LINN; (2) one director selected by Reorganized LINN; and (3) five directors to be selected by a six-person committee comprised of the five largest Consenting LINN Noteholders (as determined pursuant to Section 4 of the LINN RSA) and the current Chief Executive Officer of LINN. Notwithstanding the foregoing, at or prior to such time as Reorganized LINN, or any subsidiary or newly created entity holding assets, directly or indirectly, of Reorganized LINN, seeks to issue any equity security in a registered offering that results in such equity being listed on the NYSE or NASDAQ, the Reorganized LINN Board shall be constituted to meet the applicable independence requirements of NYSE or NASDAQ, as applicable. Decisions of the Reorganized LINN Board will be made by a majority of the Reorganized LINN Board.

G. Recoveries to Claim Holders

The LINN Lenders shall receive their Pro Rata share of either: (a) (i) a take-back debt facility substantially on the terms and conditions set forth on the LINN Exit Facility Term Sheet and (ii) not less than $500 million in cash payable upon execution of (and consummation of the transactions contemplated by) definitive documentation, dated on or before the Effective Date, necessary to implement the Plan, including the definitive documentation with respect to the LINN Exit Facility; or (b) to the extent a LINN Lender elects not to participate in the LINN Exit Facility, the Reorganized LINN Non-Conforming Term Notes in lieu of any share of (i) the LINN Exit Facility and (ii) the LINN Lender Paydown, upon the execution of definitive documentation, dated on or before the Effective Date, necessary to implement the Plan, including the Reorganized LINN Non-Conforming Term Notes Documents.

The LINN Second Lien Noteholders and LINN Unsecured Noteholders will receive their Pro Rata share of: (a) the LINN Funded Debt Equity Distribution and (b) rights to participate in the LINN Rights Offerings. Holders of Allowed Second Lien Notes Claims will also receive their Pro Rata share of the Second Lien Cash Distribution.

Holders of LINN Convenience Claims will receive a full recovery in the form of a cash distribution from the LINN Convenience Claims Cash Distribution Pool. Holders of LINN General Unsecured Claims will receive their Pro Rata share of the LINN GUC Cash Distribution Pool.

H. General Settlement of Claims and Interests

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. Subject to Article VI of the Plan, all distributions made to Holders of Allowed Claims and Allowed Interests in any Class are intended to be and shall be final.

The Plan shall be deemed a motion to approve the good-faith compromise and settlement of all such Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Court that such compromise or settlement is in the best interests of the LINN Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Court, after the Effective Date, Reorganized LINN (or any other party, as determined by the LINN Debtors) may compromise and settle Claims against, and Interests in, the LINN Debtors and their Estates and Causes of Action against other Entities.

Pursuant to Rule 408 of the Federal Rules of Evidence, the Plan, this Disclosure Statement, and the LINN RSA (and any exhibits or supplements relating to the foregoing), and all negotiations relating thereto shall not be admissible into evidence in any proceeding unless and until the Plan is consummated, and then only in accordance with the Plan. In the event the Plan is not consummated, provisions of the Plan, this Disclosure Statement, and the LINN RSA (and any exhibits or supplements relating to the foregoing) and all negotiations relating thereto shall not be binding or probative.

I. Releases

The Plan contains certain releases (as described more fully in Section IV.W of this Disclosure Statement), including: (a) each of the LINN Debtors and the Reorganized LINN Debtors; (b) the Consenting LINN Creditors; (c) the LINN Administrative Agent; (d) the LINN Indenture Trustees; (e) the LINN Backstop Parties; (f) each of the LINN Lenders; (g) the Committee and each of its members (in their capacities as such); (h) the LINN Creditor Representative; and (i) with respect to each of the foregoing identified in subsections (a) through (g) herein, each of such entities' respective shareholders, affiliates, subsidiaries, current and former officers, current and former directors, employees, managers, agents, attorneys, investment

bankers, restructuring advisors, professionals, advisors, and representatives, each in their capacities as such; *provided*, *however*, that any Holder of a Claim or Interest that opts out of the releases contained in the Plan shall not be a "Released Party." The Plan also provides that each holder of a Claim against or an interest in the LINN Debtors, in each case other than such a holder that has voted to reject the Plan, is a member of a class that is deemed to reject the Plan, or has voted to accept the Plan or abstains from voting on the Plan and who expressly opts out of the release provided in Article VIII of the Plan, will be deemed to have expressly, unconditionally, generally, individually, and collectively released and discharged all Claims and Causes of Action against the LINN Debtors and the Released Parties.

J. Dissolution of the Committee

On the Effective Date, the Committee shall dissolve and all members, employees, or agents thereof shall be released and discharged from all rights and duties arising from or related to the Chapter 11 Cases; *provided*, that the Committee shall be deemed to remain in existence solely with respect to, and shall not be heard on any issue except (i) applications filed by the Professionals pursuant to section 330 and 331 of the Bankruptcy Code, and (ii) its statutory duties as the Committee for Holders of Unsecured Claims against the Berry Debtors.

IV. QUESTIONS AND ANSWERS REGARDING THIS DISCLOSURE STATEMENT AND PLAN

A. What is chapter 11?

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. In addition to permitting debtor rehabilitation, chapter 11 promotes equality of treatment for creditors and similarly situated equity interest Holders, subject to the priority of distributions prescribed by the Bankruptcy Code.

The commencement of a chapter 11 case creates an estate that comprises all of the legal and equitable interests of the debtor as of the date the chapter 11 case is commenced. The Bankruptcy Code provides that the debtor may continue to operate its business and remain in possession of its property as a "debtor in possession."

Consummating a plan is the principal objective of a chapter 11 case. A bankruptcy court's confirmation of a plan binds the debtor, any person acquiring property under the plan, any creditor or equity interest Holder of the debtor, and any other Entity as may be ordered by the bankruptcy court. Subject to certain limited exceptions, the order issued by a bankruptcy court confirming a plan provides for the treatment of the debtor's liabilities in accordance with the terms of the confirmed plan.

B. Why are the LINN Debtors sending me this Disclosure Statement?

The LINN Debtors are seeking to obtain Court approval of the Plan. Before soliciting acceptances of the Plan, section 1125 of the Bankruptcy Code requires the LINN Debtors to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the Plan and to share such disclosure statement with all Holders of claims and interests whose

votes on the Plan are being solicited. This Disclosure Statement is being submitted in accordance with these requirements.

C. Am I entitled to vote on the Plan?

Your ability to vote on, and your distribution under, the Plan, if any, depends on what type of Claim or Interest you hold. Each category of Holders of Claims or Interests, as set forth in Article III of the Plan pursuant to section 1122(a) of the Bankruptcy Code, is referred to as a "Class." Each Class's respective voting status is set forth below.

Class	Claims and Interests	Status	Voting Rights
Class A1	Other LINN Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class A2	Other LINN Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class A3	LINN Lender Claims	Impaired	Entitled to Vote
Class A4	LINN Second Lien Notes Claims	Impaired	Entitled to Vote
Class A5	LINN Unsecured Notes Claims	Impaired	Entitled to Vote
Class A6	LINN General Unsecured Claims	Impaired	Entitled to Vote
Class A7	LINN Convenience Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class A8	LINN Intercompany Settled Claims	Impaired	Presumed to Accept
Class A9	LINN Intercompany Claims	Unimpaired/ Impaired	Not Entitled to Vote (Deemed to Accept/Reject)
Class A10	LINN Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class A11	LINN Intercompany Interests	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class A12	Interests in LINN and LinnCo	Impaired	Not Entitled to Vote (Deemed to Reject)

D. What will I receive from the LINN Debtors if the Plan is consummated?

The following chart provides a summary of the anticipated recovery to Holders of Claims and Interests under the Plan. Any estimates of Claims and Interests in this Disclosure Statement may vary from the final amounts allowed by the Court. Your ability to receive distributions under the Plan depends upon the ability of the LINN Debtors to obtain Confirmation and meet the conditions necessary to consummate the Plan.

THE PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND THEREFORE ARE SUBJECT TO CHANGE. FOR A COMPLETE DESCRIPTION OF THE LINN DEBTORS' CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS, REFERENCE SHOULD BE MADE TO THE ENTIRE PLAN.[3]

[3] The recoveries set forth below may change based upon changes in the amount of Claims that are "Allowed" as well as other factors related to the Debtors' business operations and general economic conditions. "Allowed"

SUMMARY OF EXPECTED RECOVERIES ON CLAIMS AGAINST THE LINN DEBTORS				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims**	**Projected Recovery Under the Plan[4]**
A1	Other LINN Secured Claims	Except to the extent that a Holder of an Allowed Other LINN Secured Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other LINN Secured Claim, each such Holder shall receive, at the option of the applicable LINN Debtor(s), either: (i) payment in full in Cash; (ii) delivery of collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code; (iii) Reinstatement of such Claim; or (iv) other treatment rendering such Claim Unimpaired.	$2.5 million	100%
A2	Other LINN Priority Claims	Except to the extent that a Holder of an Allowed Other LINN Priority Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other LINN Priority Claim, each such Holder shall receive, at the option of the applicable LINN Debtor(s), either: (i) payment in full in Cash; or (ii) other treatment rendering such Claim Unimpaired.	$0	100%

means with respect to any Claim, except as otherwise provided in the Plan: (a) a Claim that is evidenced by a Proof of Claim or request for payment of an Administrative Claim Filed by the Claims Bar Date or Governmental Bar Date, as applicable (or for which Claim under the Plan, the Bankruptcy Code, or pursuant to a Final Order a Proof of Claim is not or shall not be required to be Filed); (b) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim, as applicable, has been timely Filed; or (c) a Claim Allowed pursuant to the Plan or a Final Order of the Court; *provided that* with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that with respect to such Claim no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Court, or such an objection is so interposed and the Claim, as applicable, shall have been Allowed by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Court. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Debtor or Reorganized Debtor, as applicable. For the avoidance of doubt, a Proof of Claim or request for payment of an Administrative Claim Filed after the Claims Bar Date or Governmental Bar Date, as applicable, shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-filed Claim. "Allow" and "Allowing" shall have correlative meanings.

[4] Estimated based on LINN Plan Value of 2.35 billion.

SUMMARY OF EXPECTED RECOVERIES ON CLAIMS AGAINST THE LINN DEBTORS				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims**	**Projected Recovery Under the Plan[4]**
A3	LINN Lender Claims	Notwithstanding any other provision of this Plan to the contrary, on the Effective Date, except to the extent that a Holder of an Allowed LINN Lender Claim in Class A3 agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed LINN Lender Claim, each such Holder shall receive its Pro Rata share of: (A) if such Holder elects to participate in the LINN Exit Facility, (i) the LINN Exit Facility and (ii) the LINN Lender Paydown upon the execution of definitive documentation, dated on or before the Effective Date, necessary to implement the Plan, including the LINN Exit Facility Documents; or (B) if such Holder elects not to participate in the LINN Exit Facility (each, a "Non-Electing Lender"), in which case such Non-Electing Lender shall receive its Pro Rata share of the Reorganized LINN Non-Conforming Term Notes, in lieu of any share of (i) the LINN Exit Facility and (ii) the LINN Lender Paydown, upon the execution of definitive documentation, dated on or before the Effective Date, necessary to implement the Plan, including the Reorganized LINN Non-Conforming Term Notes Documents. The Reorganized Linn Non-Conforming Term Notes shall have the same maturity and liens as the Reorganized LINN Revolving Loans. For the avoidance of doubt, each Non-Electing Lender shall not receive any portion of the LINN Lender Paydown and shall receive only a Reorganized LINN Non-Conforming Term Note in a principal amount equal to its Allowed LINN Lender Claim, and each Consenting LINN Lender shall receive a LINN Lender Paydown payment in the amount of (a) its Allowed LINN Lender Claim less (b) the sum of the amount of such Consenting LINN Lender's Allowed LINN Lender Claim that is deemed to be a drawn loan pursuant to each of (x) the Reorganized LINN Term Loan and (y) Reorganized LINN Revolving Loan, plus (c) on a pro forma basis with respect to all Consenting LINN Lenders its share of the amount that would otherwise be payable to Non-Electing Lenders, if such Non-Electing Lenders were Consenting LINN Lenders (such that the aggregate amount received by Consenting LINN Lenders is equal	$1.939 billion	100%

SUMMARY OF EXPECTED RECOVERIES ON CLAIMS AGAINST THE LINN DEBTORS				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims**	**Projected Recovery Under the Plan[4]**
		to the LINN Lender Paydown).		
A4	LINN Second Lien Notes Claims	On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed LINN Second Lien Notes Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed LINN Second Lien Notes Claim, each such Holder shall (i) receive its Pro Rata share (based on the amount of its Allowed LINN Second Lien Notes Claim as a percentage of all Allowed LINN Second Lien Notes Claims) of (A) $30 million in Cash, and (B) the LINN Secured Rights, and (ii) its Pro Rata share (based on its Allowed LINN Second Lien Notes Claim as a percentage of the total Allowed LINN Notes Claims) of the LINN Funded Debt Equity Distribution. Distribution to each Holder of an Allowed LINN Second Lien Notes Claim shall be subject to the rights and the terms of the LINN Second Lien Notes Indenture and the right of the LINN Second Lien Notes Trustee to assert its LINN Second Lien Notes Trustee Charging Lien.	$2.057 billion	~17%
A5	LINN Unsecured Notes Claims	On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed LINN Unsecured Notes Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed LINN Unsecured Notes Claim, each such Holder shall receive its Pro Rata share of (i) the LINN Funded Debt Equity Distribution (based on the amount of their Allowed LINN Unsecured Notes Claim as a percentage of the total Allowed LINN Notes Claims), and (ii) the LINN Unsecured Rights (based on the amount of its Allowed LINN Unsecured Notes Claim as a percentage of all Allowed LINN Unsecured Notes Claims).	$3.110 billion	~16%
A6	LINN General	On the Effective Date, or as soon as reasonably	$95–145 million[5]	~22–33%

[5] The Projected Amount of Claims for Class A6, LINN General Unsecured Claims, does not include the $25 million LINN Intercompany Settled Claims contemplated by the Berry-Linn Intercompany Settlement.

SUMMARY OF EXPECTED RECOVERIES ON CLAIMS AGAINST THE LINN DEBTORS				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims**	**Projected Recovery Under the Plan[4]**
	Unsecured Claims	practicable thereafter, except to the extent that a Holder of an Allowed LINN General Unsecured Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed LINN General Unsecured Claim, each such Holder shall receive its Pro Rata share of the LINN GUC Cash Distribution Pool; *provided*, that a Holder of an Allowed LINN General Unsecured Claim may elect to irrevocably reduce its Allowed LINN General Unsecured Claim to $2,500 to receive the treatment provided for Holders of Allowed LINN Convenience Claims. To the extent the LINN GUC Cash Distribution Pool is not fully consumed for any reason, the residual excess will be distributed Pro Rata to Holders of Allowed LINN General Unsecured Claims.		
A7	LINN Convenience Class Claims	On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed LINN Convenience Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed LINN Convenience Claim, each such Holder shall receive Cash in an amount equal to its Allowed LINN Convenience Claim; *provided*, *however*, that (i) to the extent that the sum of (A) Allowed LINN Convenience Claims and (B) Allowed LINN General Unsecured Claims for which such Holders elect to irrevocably reduce to receive treatment as Allowed LINN Convenience Claims exceeds the LINN Convenience Claims Cash Distribution Pool, any such excess costs will be paid with, and deducted from, the LINN GUC Cash Distribution Pool, and (ii) to the extent that the LINN Convenience Claims Cash Distribution Pool is not fully consumed for any reason, the residual excess will be deposited into the LINN GUC Cash Distribution Pool for Pro Rata distribution to Holders of Allowed LINN General Unsecured Claims other than Holders of Allowed LINN Convenience Claims.	$2.3 million	100%
A8	LINN	The Allowed LINN Settled Intercompany Claims	$25 million	~22–33%

For the avoidance of doubt, Holders of LINN Intercompany Settled Claims shall share Pro Rata in distributions from the LINN GUC Cash Distribution Pool to the extent such Claims are Allowed.

SUMMARY OF EXPECTED RECOVERIES ON CLAIMS AGAINST THE LINN DEBTORS				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims**	**Projected Recovery Under the Plan[4]**
	Intercompany Settled Claims	shall receive the treatment set forth in the Berry-LINN Intercompany Settlement, which shall include, among other things, an Allowed LINN Settled Intercompany Claim against LINN in the aggregate amount of $25 million, which such Claim will be treated as an Allowed LINN General Unsecured Claim pursuant to Article III.B.6 of the Plan.		
A9	LINN Intercompany Claims	Each Allowed LINN Intercompany Claim shall be, at the option of the LINN Debtors or the Reorganized LINN Debtors, either: (i) Reinstated; (ii) converted to equity; or (iii) canceled and shall receive no distribution on account of such Claims and may be compromised, extinguished, or settled after the Effective Date; *provided, however*, that any LINN Intercompany Claim relating to any postpetition payments from any Debtor to a LINN Debtor under any postpetition Intercompany Transaction (as defined in the Cash Management Order, and including any postpetition payments from LINN to any other LINN Debtor) shall be, unless the applicable LINN Debtor agrees otherwise or as otherwise provided in the Berry-LINN Intercompany Settlement, paid in full in Cash as a General Administrative Claim pursuant to Article II.A. of the Plan.	N/A	N/A
A10	LINN Section 510(b) Claims	Each LINN Section 510(b) Claim shall be deemed canceled, discharged, released, and extinguished, and there shall be no distribution to Holders of LINN Section 510(b) Claims on account of such Claims.	N/A	0%
A11	LINN Intercompany Interests	LINN Intercompany Interests shall be Reinstated as of the Effective Date.	Reinstated	Reinstated
A12	Interests in LINN and LinnCo	On the Effective Date, existing Interests in LINN and LinnCo shall be deemed canceled, discharged, released, and extinguished, and there shall be no distribution to Holders of Interests in LINN and LinnCo on account of such Interests.	N/A	0%

E. What will I receive from the LINN Debtors if I hold an Allowed Administrative Claim or a Priority Tax Claim?

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III of the Plan. Except with respect to Professional Fee Claims, which shall be allocated and paid in the manner specified in Article II.A.2 of this Plan, each LINN Debtor shall be obligated to satisfy only the Allowed Administrative Claims or Priority Tax Claims of its respective Estates.

1. Administrative Claims

Administrative Claims will be satisfied as set forth in Article II.A of the Plan, as summarized herein. Except with respect to Administrative Claims that are Professional Fee Claims, and except to the extent that a Holder of an Allowed Administrative Claim and the applicable Debtor(s) agree to less favorable treatment, each Holder of an Allowed General Administrative Claim will receive, in full satisfaction of its General Administrative Claim, Cash equal to the amount of such Allowed General Administrative Claim either: (a) on the Effective Date; (b) if the General Administrative Claim is not Allowed as of the Effective Date, 60 days after the date on which an order allowing such General Administrative Claim becomes a Final Order, or as soon thereafter as reasonably practicable; or (c) if the Allowed General Administrative Claim is based on a liability incurred by the LINN Debtors in the ordinary course of their business after the Petition Date, pursuant to the terms and conditions of the particular transaction or agreement giving rise to such Allowed General Administrative Claim, without any further action by the Holders of such Allowed General Administrative Claim, and without any further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, all unpaid cash fees, premiums, and expenses required to be paid under the LINN Backstop Agreement will be paid in full in cash as Administrative Claims on the Effective Date; *provided*, that in no event shall any Reorganized LINN Debtor be obligated to satisfy any Allowed General Administrative Claim asserted against LINN or LinnCo.

2. Priority Tax Claims

Priority Tax Claims will be satisfied as set forth in Article II.B of the Plan, as summarized herein. Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code and, for the avoidance of doubt, Holders of Allowed Priority Tax Claims will receive interest on such Allowed Priority Tax Claims after the Effective Date in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code. In the event an Allowed Priority Tax Claim is also a Secured Tax Claim, such Claim shall, to the extent it is Allowed, be treated in accordance with the terms set forth in section 1129(a)(9)(D) of the Bankruptcy Code and, if such Claim is not otherwise paid in full, as an Other Linn Secured Claim; *provided*, that in no event shall any Reorganized LINN Debtor be obligated to satisfy any Priority Tax Claim asserted against LINN or LinnCo.

F. Are there any regulatory approvals required to consummate the Plan?

No. There are no known regulatory approvals that are required to consummate the Plan.

G. What happens to my recovery if the Plan is not confirmed or does not go effective?

In the event that the Plan is not confirmed or does not go effective, there is no assurance that the LINN Debtors will be able to reorganize their businesses. It is possible that any alternative may provide Holders of Claims and Interests with less than they would have received pursuant to the Plan. For a more detailed description of the consequences of an extended chapter 11 case, or of a liquidation scenario, *see* Section XI.B of this Disclosure Statement, entitled "Best Interests of Creditors/Liquidation Analysis," which begins on page 3, and the Liquidation Analysis attached hereto as **Exhibit E**.

H. If the Plan provides that I get a distribution, do I get it upon Confirmation or when the Plan goes effective, and what is meant by "Confirmation," "Effective Date," and "Consummation?"

"Confirmation" of the Plan refers to approval of the Plan by the Court. Confirmation of the Plan does not guarantee that you will receive the distribution indicated under the Plan. After Confirmation of the Plan by the Court, there are conditions that need to be satisfied or waived so that the Plan can go effective. *See* Article XI of this Disclosure Statement, entitled "CONFIRMATION OF THE PLAN," which begins on page 3, for a discussion of the conditions precedent to consummation of the Plan.

In general, and unless otherwise provided in the Plan, each Holder of an Allowed Claim (or such Holder's affiliate) shall receive the full amount of the distributions that the Plan provides for Allowed Claims in each applicable Class on the date the Plan becomes effective—the "Effective Date"—or as soon as reasonably practicable thereafter (or, if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes Allowed or as soon as reasonably practicable thereafter).

More detail regarding Plan distributions is set forth in Article VI of the Plan.

I. What are the sources of Cash and other consideration required to fund the Plan?

The LINN Debtors shall fund distributions under the Plan, as applicable, with: (1) the cash generated via the LINN Rights Offerings; (2) other cash from existing cash on hand; (3) funds made available via the LINN Exit Facility; and (4) the issuance of the Reorganized LINN Common Stock.

J. Are there risks to owning the Reorganized LINN Common Stock upon emergence from chapter 11?

Yes. *See* Article IX of this Disclosure Statement, entitled "RISK FACTORS," which begins on page 3.

K. Is there potential litigation related to the Plan?

Parties in interest may object to the approval of this Disclosure Statement and may object to Confirmation of the Plan as well, which objections potentially could give rise to litigation. *See* Article IX.C.9 of this Disclosure Statement, entitled "Reorganized LINN May Be Adversely Affected by Potential Litigation, Including Litigation Arising Out of the Chapter 11 Cases," which begins on page 3.

In the event that it becomes necessary to confirm the Plan over the objection of certain Classes, the LINN Debtors may seek confirmation of the Plan notwithstanding the dissent of such objecting Classes. The Court may confirm the Plan pursuant to the "cramdown" provisions of the Bankruptcy Code, which allow the Court to confirm a plan that has been rejected by an impaired Class if it determines that the Plan satisfies section 1129(b) of the Bankruptcy Code. *See* Article IX.A.4 of this Disclosure Statement, entitled "The LINN Debtors May Not Be Able to Secure Confirmation of the Plan," which begins on page 3.

L. Will Royalty and Working Interests be affected by the Plan?

Notwithstanding any other provision in the Plan, on and after the Effective Date, all Royalty and Working Interests shall be preserved and remain in full force and effect in accordance with the terms of the granting instruments or other governing documents applicable to such Royalty and Working Interests, and no Royalty and Working Interests shall be compromised or discharged by the Plan. The LINN Debtors contend that the Plan may treat any right to payment on account of a Royalty and Working Interest that arose prior to the Petition Date as a General Unsecured Claim.

In contrast, and though the LINN Debtors vigorously disagree with such position, certain Royalty and Working Interest Owners, including Dorchester Oil and Gas, Fort Worth Royalty Company, Penn Brothers, Inc., Tortuga Oil and Gas, TX GP, Athena Penson Mineral Ltd, Artemis Investments, and Joe Dreitz Jr. (and royalty owners in certain Kansas wells) (collectively, the "Objecting Royalty and Working Interest Owners") contend that the Debtors' proposed treatment of Claims on account of Royalty and Working Interests ignores and contradicts Texas and Kansas law regarding the nature of interests owned by Royalty and Working Interest Owners and may result in the termination of oil and gas leases retroactive to the first missed royalty payment and liability for conversion or theft, including potential personal civil liability for corporate employees and officers for such conversion or theft under the Texas Theft Liability Act or Kansas law. The Objecting Royalty and Working Interest Owners further contend that any right to payment arising from a Royalty and Working Interest, if any, must be classified separately from General Unsecured Claims under the Plan and should not be subject to any discharge and/or release provided hereunder. The Objecting Royalty and Working Interest Owners also assert that an oil and gas lease governed by Texas or Kansas law is a fee determinable estate or real property thereunder and not an executory contract. The Objecting Royalty and Working Interest Owners also contend that, unless the payments owed to Texas Royalty and Working Interests are paid in full, the affected leases may be subject to (i) termination by the holders of those interests, retroactive to the first underpaid or missed royalty payment, after any applicable grace periods; (ii) forfeiture of prior revenues derived by the Debtors under such leases after the effective date of termination; and (iii) potential personal liability for corporate officers and employees. Furthermore, the Objecting Royalty and Working

Interest Owners contend that the lease terminations would negatively affect the feasibility of the Plan and that the Disclosure Statement fails to analyze the effect of those potential lease terminations on the feasibility of the Plan.

The William A. Eklund Trust, which filed an objection to the Disclosure Statement, believes that it is improper to classify the prepetition claims of royalty owners as general unsecured claims because they assert the claims of unpaid royalty owners are not substantially similar to the claims of general unsecured creditors.

As previously discussed, the LINN Debtors disagree with the Objecting Royalty and Working Interest Owners' arguments and believe that the Plan complies with all applicable law and is feasible. The LINN Debtors also disagree with the William A. Eklund Trust and believe that the Plan's classification scheme is proper.

The LINN Debtors currently are parties to lawsuits regarding alleged royalty underpayments, including two class action lawsuits initiated by: (a) Jennifer and Scott McKnight (the "McKnights"), on behalf of themselves and certain royalty owners with royalty interests located in Oklahoma; and (b) Joe Dreitz, Jr., on behalf of himself and certain royalty owners with royalty interests located in Kansas. Neither of these putative classes has been certified. In fact, in February 2016, the McKnights motion for class certification was denied. The McKnights' subsequent requests in this Court for certification or other relief related to their class action complaint have been unsuccessful.

On November 2, 2016, the McKnights initiated an adversary proceeding in the Chapter 11 Cases asserting that the Debtors have (and still are) violating Oklahoma oil and gas leases by improperly deducting production costs prior to calculating royalty payments (the "underpayment"). The McKnights further contend that the underpayment is hidden from the royalty owners by the use of fictitious sales and misleading and/or false check statements. Further, the McKnights contend that underpayment is not the property of the Debtors but is trust monies to be held for the benefit of the royalty owners. The McKnights have asserted claims for breach of contract, breach of fiduciary duty, conversion, unjust enrichment and imposition of a constructive and/or resulting trust. On December 2, 2016, the Debtors filed a motion to dismiss the McKnights adversary proceeding. A hearing on the McKnights' complaint and the Debtors' motion to dismiss has not yet been scheduled.

The LINN Debtors dispute the allegations set forth in the McKnights' complaint. As of the date hereof, the LINN Debtors are also party to an adversary proceedings initiated in these cases by Falcon Trust DTD 12-15-00 and certain other royalty owners with royalty interests in Wyoming ("Falcon"). The LINN Debtors continue to review Falcon's complaint and dispute the allegations set forth therein.

The Debtors intend to comply with applicable bankruptcy and non-bankruptcy (subject to preemption) laws governing the Royalty and Working Interests in place as of the Effective Date of the Plan. The Texas Comptroller of Public Accounts (the "Texas Comptroller") filed a proof of claim in the case of the Debtor Linn Operating in the amount of $1,794,310.90, allegedly due to the Texas Comptroller as unclaimed property (Claim No. 7631), and an identical claim in each of the other Debtors' cases. The Texas Comptroller also filed an estimated proof of claim in the case of the Debtor Linn Operating in the amount of

$1,422,151.89, allegedly due to the Texas Comptroller as unclaimed property (Claim No. 7654), and an identical claim in each of the other Debtors' cases (collectively, the "Comptroller Claims"). The Texas Comptroller asserts that it retains its rights with respect to any unclaimed property consistent with the Plan, the Confirmation Order, an order of the Court, or any other document implementing the Plan, and consistent with applicable law, including the Bankruptcy Code (subject to preemption).

The Texas Comptroller reserves the right to assert its rights, if any, to recover unclaimed property and to conduct unclaimed property audits under Texas unclaimed property laws. The Texas Comptroller reserves the right to assert that it is not precluded from pursuing unclaimed property held by the Debtors that it asserts is required to be remitted to the Texas Comptroller. All parties in interest reserve their right to contest any action of the Texas Comptroller to recover such property or conduct any audits.

Additionally, numerous holders of Royalty and Working Interests have filed proofs of claim in these cases in an aggregate amount of approximately $145 million. In some cases, the Royalty and Interest Claims arose as a result of the Debtors making incorrect payments to certain parties due to inaccurate records acquired from BC Operating, Inc., a predecessor in interest with respect to certain acreage currently owned by the Debtors. The Debtors notified by mail certain Royalty and Working Interest Owners of such mispayments and the amounts thereof. The Debtors intend to resolve those claims pursuant to the claims reconciliation process and to continue making all postpetition payments on account of Royalty and Working Interests in the ordinary course. If the Court determines that the Debtors have not made certain postpetition payments on account of certain Royalty and Working Interests, holders of those Royalty and Working Interests may request reimbursement of such postpetition amounts as an Administrative Claim.

M. What is the Reorganized LINN Employee Incentive Plan?

There will be reserved, exclusively for Reorganized LINN's management employees, a pool of equity (such reserve, the "EIP Pool") having a value equal to: (i) 8% of the LINN Plan Value as of the Effective Date as follows: (x) 2.5% of the LINN Plan Value in the form of restricted stock units ("RSUs") to be issued as of the Effective Date, (y) 1.5% of the LINN Plan Value in the form of profits interests that will vest based on time and performance (with the performance conditions satisfied once the equity value of Reorganized LINN (as equitably adjusted for subsequent contributions and distributions) is equal to 1.5 times the equity value utilized pursuant to the LINN Rights Offerings), all of which will be issued as of the Effective Date (the "Base Profits Interests"), and (z) the remaining 4% of the LINN Plan Value in a form of equity-based award as determined by the board of directors of Reorganized LINN, taking into account the then prevailing practices of publicly traded E&P companies (the "Other Awards"); and (ii) an additional 2.0% of the LINN Plan Value, which will be issued as of the Effective Date in the form of profits interests that vest once the equity value of Reorganized LINN (as equitably adjusted for subsequent contributions and distributions) is equal to 1.5 times the LINN Plan Value (the "Appreciation Profits Interests"). The precise amount of equity and number of shares to be reserved will be determined in a manner consistent with the intended effect of the Plan, the LINN RSA, and any attachments or exhibits thereto. All of the awards reserved for management employees under the Reorganized Debtor employee incentive plan must be fully granted within

36 months after the Effective Date; the board and management of the Reorganized Debtors will not have discretion to change this mandatory award deadline

N. Will the final amount of Allowed LINN General Unsecured Claims affect the recovery of Holders of Allowed LINN General Unsecured Claims under the Plan?

The LINN Debtors estimate that the amount of Allowed LINN General Unsecured Claims and Allowed LINN Convenience Claims could range from approximately $95 million to approximately $145 million[6]. These ranges, and the corresponding ranges of potential recoveries resulting therefrom, depends on a number of contingencies, including, among others: (a) the determination to be made by the LINN Debtors regarding the assumption and rejection of Executory Contracts and Unexpired Leases; (b) the amount of Claims from the rejection of Executory Contracts and Unexpired Leases; (c) the amount of Claims Filed by Governmental Units; (d) Claims arising from litigation against the LINN Debtors; and (e) the Claims reconciliation process.

Although the estimated ranges of Allowed LINN General Unsecured Claims and Allowed LINN Convenience Claims is the result of the LINN Debtors' and their advisors' careful analysis of available information, LINN General Unsecured Claims and LINN Convenience Claims actually asserted against the LINN Debtors may be higher or lower than the LINN Debtors' estimate provided herein, which difference could be material. Moreover, the LINN Debtors are rejecting and in the future may reject certain Executory Contracts and Unexpired Leases, which may result in additional rejection damages Claims not accounted for in this estimate. Indeed, the LINN Debtors estimate that, in the event the LINN Debtors reject a number of contracts they have not yet decided to reject, and are unsuccessful in reducing the rejection damage claims of any such contract counterparties, rejection damages Claims could reach as high as approximately $138 million. Further, the LINN Debtors may object to certain proofs of claim, and any such objections ultimately could cause the total amount of Allowed LINN General Unsecured Claims and Allowed LINN Convenience Claims to change. These changes could affect recoveries to Holders of Claims in Classes A6 and A7, and such changes could be material.

O. What will happen to Executory Contracts and Unexpired Leases under the Plan?

As set forth more fully in Article V of the Plan, all Executory Contracts or Unexpired Leases of the LINN Debtors, not previously assumed or rejected pursuant to an order of the Bankruptcy Court, will be deemed to be Assumed Executory Contracts or Unexpired Leases, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed or rejected by the LINN Debtors; (2) are identified on the Rejected Executory Contract and Unexpired Lease List; (3) are the subject of a motion to reject Executory Contracts or

[6] The Projected Amount of Claims for Class A6, LINN General Unsecured Claims, does not include the $25 million LINN Intercompany Settled Claims contemplated by the Berry-Linn Intercompany Settlement. For the avoidance of doubt, Holders of LINN Intercompany Settled Claims shall share Pro Rata in distributions from the LINN GUC Cash Distribution Pool to the extent such Claims are Allowed.

Unexpired Leases that is pending on the Confirmation Date; or (4) are subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the LINN Debtors or Reorganized LINN, as applicable, shall have 30 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

Any monetary defaults under an Executory Contract or Unexpired Lease to be assumed or assumed and assigned, as reflected on a Cure Notice, shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or as soon as reasonably practicable thereafter, subject to the limitations described in Article V.C of the Plan, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. At least fourteen (14) days before the Confirmation Hearing, the LINN Debtors will provide for notices of proposed assumption and proposed cure amounts to be sent to applicable third parties and for procedures for objecting thereto and resolution of disputes by the Bankruptcy Court. **Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or assumption and assignment or related cure amount must be Filed, served, and actually received by 4:00 p.m. (prevailing Central Time) on or before 7 days before the Confirmation Hearing.** In any case, if the Court determines that the Allowed Cure Claim with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the applicable Cure Notice, the LINN Debtors or Reorganized LINN, as applicable, will have the right to add such Executory Contract or Unexpired Lease to the Schedule of Rejected Executory Contracts and Unexpired Leases, in which case such Executory Contract or Unexpired Lease will be deemed rejected as of the Effective Date. After such Executory Contract or Unexpired Lease is added to the Schedule of Rejected Executory Contracts and Unexpired Leases, the respective contract counterparty shall be served with a notice of rejection of Executory Contracts and Unexpired Leases.

Counterparties to Executory Contracts or Unexpired Leases listed on the Schedule of Rejected Executory Contracts and Unexpired Leases shall be promptly served with a notice of rejection of Executory Contracts and Unexpired Leases. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed within 30 days after the later of: (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection; and (2) the effective date of such rejection. All Allowed Claims arising from the rejection of the LINN Debtors' Executory Contracts or Unexpired Leases shall be classified as LINN General Unsecured Claims, and shall be treated in accordance with the Plan, unless a different security or priority is otherwise asserted in such Proof of Claim and Allowed in accordance with Article VII of the Plan. All notices of rejection of Executory Contracts and Unexpired Leases shall include the deadlines for filing Proofs of Claim for rejection damages.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) that have not been rejected as of the date of Confirmation will survive and remain unaffected by entry of the Confirmation Order.

P. How will Claims asserted with respect to rejection damages affect my recovery under the Plan?

The LINN Debtors estimate that the amount of Allowed LINN General Unsecured Claims could range from approximately $$95 million to approximately $148 million. The LINN Debtors currently estimate that Claims arising from the LINN Debtors' rejection of Executory Contracts and Unexpired Leases total approximately $77 million in the aggregate, but, in the event that the LINN Debtors reject a number of contracts and leases they have not yet decided to reject, and are unsuccessful in reducing the rejection damage claims of any such lease counterparties, that amount could range as high as $138 million in the aggregate. To the extent that the actual amount of rejection damages Claims changes, the value of recoveries to Holders of Claims in Classes A6 could change as well, and such changes could be material. For more information about how recoveries could be impacted, please see Article IV.N of this Disclosure Statement, entitled "Will the final amount of Allowed LINN General Unsecured Claims affect the recovery of Holders of Allowed LINN General Unsecured Claims under the Plan?"

Q. How will Governmental Claims affect my recovery under the Plan?

The LINN Debtors estimate that there will be a de minimis amount of Government Claims not covered by their First Day Motions, if any. Depending on the actual amount of LINN General Unsecured Claims from Governmental Units, the value of recoveries to Holders of Claims in Classes A6 could change as well, and such changes could be material. For more information about how recoveries could be impacted, please see Article IV.N of this Disclosure Statement, entitled "Will the final amount of Allowed LINN General Unsecured Claims affect the recovery of Holders of Allowed LINN General Unsecured Claims under the Plan?"

R. How will the resolution of certain contingent, unliquidated, and disputed litigation Claims affect my recovery under the Plan?

The LINN Debtors estimate that the amount of Allowed LINN General Unsecured Claims could range from approximately $95 million to approximately $145 million[7]. These amounts include the LINN Debtors' reasonable estimate of certain contingent, unliquidated, and disputed litigation Claims known to the LINN Debtors as of the date hereof, which generally are considered LINN General Unsecured Claims. As of the Petition Date, the LINN Debtors were parties to certain litigation matters that arose in the ordinary course of operating their businesses and could become parties to additional litigation in the future as a result of conduct that occurred prior to the Petition Date. Although the LINN Debtors have disputed, are disputing, or will dispute in the future the amounts asserted by such litigation counterparties, to the extent these parties are ultimately entitled to a higher amount than is reflected in the amounts estimated by the LINN Debtors herein, the value of recoveries to Holders of Claims in Classes A6 could change as well, and such changes could be material. For more information about how recoveries could be impacted, please see Article IV.N of this Disclosure Statement, entitled "Will the final

[7] The Projected Amount of Claims for Class A6, LINN General Unsecured Claims, does not include the $25 million LINN Intercompany Settled Claims contemplated by the Berry-Linn Intercompany Settlement. For the avoidance of doubt, Holders of LINN Intercompany Settled Claims shall share Pro Rata in distributions from the LINN GUC Cash Distribution Pool to the extent such Claims are Allowed.

amount of Allowed LINN General Unsecured Claims affect the recovery of Holders of Allowed LINN General Unsecured Claims under the Plan?"

S. What happens to contingent, unliquidated, and disputed Claims under the Plan?

As set forth in more detail in Article VII of the Plan, and subject to the rights and duties of the LINN Creditor Representative set forth in the Plan, after the Effective Date, the applicable Reorganized Debtor(s) shall have the sole authority: (1) to File, withdraw, or litigate to judgment, objections to Claims; (2) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. In connection with the claims reconciliation process, however, the LINN Debtors shall also consult with the LINN Creditor Representative on a weekly basis regarding the status of the claims reconciliation process and any proposed settlement of Disputed Claims. In the event of a dispute between the LINN Debtors and the LINN Creditor Representative, the LINN Creditor Representative shall have the right to seek recourse from the Bankruptcy Court in the event that any dispute arises between the Reorganized LINN Debtors and the LINN Creditor Representative with respect to the claims reconciliation process.

Reorganized LINN shall file any and all claims objections with respect to LINN General Unsecured Claims no later than 90 days after the Effective Date. In the event that any such LINN General Unsecured Claims are not objected to within such timeframe, the LINN Creditor Representative Representative shall have standing following 90 days after the Effective Date: (1) to File, withdraw, or litigate to judgment, objections to such Claim(s); and (2) to settle or compromise such Disputed Claim(s) without any further notice to or action, order, or approval by the Bankruptcy Court.

In addition, before or after the Effective Date, the LINN Debtors or Reorganized LINN, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. Notwithstanding any provision to the contrary in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim.

If an objection to a Claim or portion thereof is Filed as set forth in Article VII.A and VII.B of the Plan, no payment or distribution provided under the Plan shall be made on account

of such Disputed Claim or portion thereof unless and until such Disputed Claim becomes an Allowed Claim.

T. What is the role of the LINN Creditor Representative under the Plan?

As set forth in Article VII of the Plan, in connection with the claims reconciliation process administered by the LINN Debtors and the Reorganized LINN Debtors, as applicable, the Committee shall appoint a creditor representative for the purpose of participating in and consulting with the Reorganized LINN Debtors regarding such process and taking other appropriate actions set forth in the Plan. The Reorganized LINN Debtors shall consult with the LINN Creditor Representative on a weekly basis regarding the status of the claims reconciliation process , any proposed settlement of Disputed Claims, and any issues related to such process, including any proposed retention of experts, consultants, or advisors; *provided*, that subject to the dispute resolution mechanics between the LINN Creditor Representative and the Reorganized LINN Debtors set forth in the Plan, that a proposed retention of an expert, consultant, or advisor reasonably expected to cost more than $75,000 shall require the prior written consent of the LINN Creditor Representative.

The settlement of any Disputed LINN General Unsecured Claim that (i) was filed or scheduled in an amount of $750,000 or greater, or (ii) the Reorganized LINN Debtors propose to settle in an amount of $750,000 or greater, shall require the prior written consent of the LINN Creditor Representative; *provided*, that the LINN Creditor Representative shall have the right to seek recourse from the Bankruptcy Court on an expedited basis in the event that any dispute arises between the Reorganized LINN Debtors and the LINN Creditor Representative with respect to such claims reconciliation process; *provided, further*, that, in the event that the LINN Creditor Representative has not provided written consent with respect to any proposed settlement of any Disputed LINN General Unsecured Claim requiring written consent within fourteen (14) days of the Reorganized LINN Debtors' provision of notice of such proposed settlement, the Reorganized LINN Debtors shall have the right to seek Bankruptcy Court approval of such settlement subject to the objection of the LINN Creditor Representative; *provided, further*, that the costs of the Reorganized LINN Debtors incurred (including legal fees and expenses) in connection with any disputes over the claims reconciliation process (but, for the avoidance of doubt, not the claims reconciliation process itself) shall not be charged against the LINN GUC Cash Distribution Pool. Upon request, the Reorganized LINN Debtors shall promptly provide the LINN Creditor Representative with information about any claims asserted in an amount of $500,000 or greater, and shall promptly provide the LINN Creditor Representative with information about any other General Unsecured Claims that the LINN Creditor Representative may reasonably request. The Bankruptcy Court shall take into account the recoveries to Holders of Allowed LINN General Unsecured Claims in making any determinations with respect to any disputes between the LINN Creditor Representative and the Reorganized LINN Debtors.

The LINN Creditor Representative shall be compensated at a rate to be agreed upon with the Committee and the LINN Creditor Representative and shall be entitled to the reimbursement of reasonable and documented expenses, including the reasonable and documented fees and expenses of counsel.

U. Who is the LINN Creditor Representative?

The identity of the party chosen to act as the LINN Creditor Representative shall be disclosed in the Plan Supplement.

V. How will the preservation of the Causes of Action impact my recovery under the Plan?

The Plan provides for the retention of all Causes of Action other than those that are expressly waived, relinquished, exculpated, released, compromised, or settled.

In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Article VIII, Article IV.L, the last sentence of the first paragraph of Article IV.K of the Plan, and Article VI.B of the Plan, Reorganized LINN shall retain (or shall receive from the LINN Debtors, as applicable) and may enforce all rights to commence and pursue any and all Causes of Action belonging to their Estates, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and Reorganized LINN's rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than: (i) the Causes of Action released by the LINN Debtors pursuant to the releases and exculpations contained in the Plan, which shall be deemed released and waived by the LINN Debtors and Reorganized Debtors as of the Effective Date; and (ii) all Causes of Action that arise under sections 544, 547, 548, and 549 of the Bankruptcy Code and state fraudulent conveyance law; *provided, however*, that in no event shall any Cause of Action against the LINN Lenders be preserved.

Reorganized LINN may pursue such Causes of Action, as appropriate, in accordance with the best interests of Reorganized LINN. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the LINN Debtors or Reorganized LINN, as applicable, will not pursue any and all available Causes of Action against it.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or in a Bankruptcy Court order, Reorganized LINN expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of Confirmation or Consummation; *provided, however*, that in no event shall any Cause of Action against the LINN Lenders be preserved.

Reorganized LINN reserve (or receive) and shall retain the Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in Reorganized LINN. Reorganized LINN shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

W. How will the release of Avoidance Actions affect my recovery under the Plan?

On the Effective Date, the LINN Debtors, on behalf of themselves and their estates, shall release any and all Claims and Causes of Action to avoid a transfer of property or an obligation incurred by the LINN Debtors arising under chapter 5 of the Bankruptcy Code, including sections 544, 545, 547, 548, 549, 550, 551, and 553(b) of the Bankruptcy Code ("Avoidance Actions") and the LINN Debtors and Reorganized LINN, and any of their successors or assigns, and any Entity acting on behalf of the LINN Debtors or Reorganized LINN, shall be deemed to have waived the right to pursue any and all Avoidance Actions, except (i) for Avoidance Actions commenced prior to the Confirmation Date, (ii) for Avoidance Actions brought as counterclaims or defenses to Claims asserted against the LINN Debtors, and (iii) to the extent otherwise reserved in the Plan Supplement. No Avoidance Actions shall revert to creditors of the LINN Debtors.

X. Are the LINN Debtors assuming any indemnification obligations for their current officers and directors under the Plan?

Yes. As set forth more fully in Article V.D of the Plan, the LINN Debtors and Reorganized Debtors will assume each of the LINN Debtors' Indemnification Obligations in place as of the Effective Date, whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, other organizational or formation documents, board resolutions, management or indemnification agreements, or employment contracts, for the current and former directors and the officers of the LINN Debtors who served in such capacity at any time in their capacities as such, and such Indemnification Obligations shall not be modified, reduced, discharged, impaired, or otherwise affected in any way. The Indemnification Obligations assumed pursuant to the Plan do not include, however, any indemnification obligations arising under the D&O Liability Insurance Policies, which obligations shall not be discharged, impaired, or otherwise modified in connection with Confirmation of the Plan.

Y. Will there be releases and exculpation granted to parties in interest as part of the Plan?

Yes, the Plan proposes to release the Released Parties and to exculpate the Exculpated Parties. The LINN Debtors' releases, third-party releases, and exculpation provisions included in the Plan are an integral part of the LINN Debtors' overall restructuring efforts and were an essential element of the negotiations between the LINN Debtors and the Restructuring Support Parties in obtaining their support for the Plan pursuant to the terms of the LINN RSA. All of the Released Parties and the Exculpated Parties have made substantial and valuable contributions to the LINN Debtors' restructuring through efforts to negotiate and implement the Plan, which will maximize and preserve the going-concern value of the LINN Debtors for the benefit of all parties in interest. Accordingly, each of the Released Parties and the Exculpated Parties warrants the benefit of the release and exculpation provisions.

Each Holder of a Claim or Interest that (1) votes to accept or is deemed to accept the Plan or (2) is in a voting Class that abstains from voting on the Plan but does not elect to opt out of the release provisions contained in Article VIII of the Plan will be deemed to have expressly, unconditionally, generally, individually, and collectively released and discharged all Claims and

Causes of Action against the LINN Debtors and the Released Parties. In other words, Holders of Claims or Interests that vote against the Plan automatically are deemed to refuse to grant these releases. A Holder of Claims or Interests in a voting Class who abstains from voting and returns its ballot may choose to opt out of granting the releases on its ballot. The releases represent an integral element of the Plan.

Based on the foregoing, the LINN Debtors believe that the releases and exculpations in the Plan are necessary and appropriate and meet the requisite legal standard promulgated by the United States Court of Appeals for the Fifth Circuit. Moreover, the LINN Debtors will present evidence at the Confirmation Hearing to demonstrate the basis for and propriety of the release and exculpation provisions. The release, exculpation, and injunction provisions that are contained in the Plan are copied below.

1. Release of Liens

Except as otherwise specifically provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other LINN Secured Claims that the LINN Debtors elect to Reinstate in accordance with Article III.B.1 of the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized LINN Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or Filing being required to be made by the LINN Debtors; *provided*, that this Article VIII.C shall not apply to the LINN Lender Claims to the extent specifically provided for in the LINN Exit Facility Documents or Reorganized LINN Non-Conforming Term Notes Documents (if any).

2. Releases by the Debtors

In addition to the releases set forth in the Berry LINN Intercompany Settlement Agreement, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed released and discharged by the LINN Debtors, the Reorganized LINN Debtors, and their Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the LINN Debtors, that the LINN Debtors, the Reorganized LINN Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, based on or relating to, or in any manner arising from, in whole or in part, the LINN Debtors (including the management, ownership or operation thereof), Reorganized LINN (including the formation thereof), the LINN Debtors' in or out-of-court restructuring efforts, intercompany transactions (including dividends and management fees paid), the LINN Credit Agreement, the LINN Second Lien Notes, the LINN Unsecured Notes, the Cash Collateral Order (and any payments or transfers in connection therewith), the Cash Management Order, the LINN Intercreditor Agreement, any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the

formulation, preparation, dissemination, negotiation, or consummation of the LINN RSA, the Original LINN RSA, the LINN Second Lien Settlement Agreement, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes (if any), the LINN Rights Offerings, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the LINN RSA, the Original LINN RSA, the LINN Second Lien Settlement, the Disclosure Statement, the Plan, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

3. Releases by Holders of Claims and Interests

As of the Effective Date, each Releasing Party is deemed to have released and discharged each LINN Debtor, Reorganized LINN Debtor, and Released Party from any and all Claims and Causes of Action, including Claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), Reorganized LINN (including the formation thereof), the LINN Debtors' in- or out-of-court restructuring efforts, intercompany transactions (including dividends paid), transactions pursuant and/or related to LINN Credit Agreement, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, the LINN Second Lien Notes, the LINN Unsecured Notes, the LINN Rights Offerings, the LINN Backstop Agreement, the New Organizational Documents, the Reorganized LINN Registration Rights Agreement, the Cash Collateral Order (and any payments or transfers in connection therewith), the Cash Management Order, the LINN Intercreditor Agreement, any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the formulation, preparation, dissemination, negotiation, or Filing of the LINN RSA, the Original LINN RSA, the LINN Second Lien Settlement, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection

with the LINN Second Lien Settlement, the LINN RSA, the Original LINN RSA, the Disclosure Statement, the Plan, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; *provided, however*, that except as expressly provided under the Plan, the foregoing releases shall not release obligations arising under agreements among the Releasing Parties and the Released Parties other than the Debtors (including, without limitation, the indemnification rights of the Indenture Trustees under the LINN Notes Indentures and related documentation), and shall not release claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence.

4. Exculpation

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, Filing, or termination of the LINN RSA, the Original LINN RSA, and related prepetition transactions, and related prepetition transactions, the Disclosure Statement, the Plan, the LINN Second Lien Settlement, or any Restructuring Transaction, contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the LINN RSA, the Original LINN RSA, the LINN Second Lien Settlement Agreement, the LINN Exit Facility, the Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, except for claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to or in connection with the Plan and the LINN Restructuring Transactions. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

5. Injunction

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests that have been released pursuant to Article VIII.D or Article VIII.E of the Plan, shall be discharged pursuant to Article VIII.A of the Plan, or are subject to exculpation pursuant to Article VIII.F of the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the LINN Debtors, the Reorganized LINN Debtors, or the Released Parties: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (iii) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has timely asserted such setoff right in a document Filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan; *provided, however,* that such injunction shall not apply to claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence.

Z. What impact does the Claims Bar Date have on my Claim?

On July 11 and 12, 2016, the LINN Debtors Filed their schedules of assets and liabilities and statement of financial affairs with the Court pursuant to section 521 of the Bankruptcy Code (collectively, the "Schedules"). The Bankruptcy Code allows a bankruptcy court to fix the time within which proofs of claim must be filed in a chapter 11 case.

The Court has established September 16, 2016, at 5:00 p.m. (prevailing Central Time), as the claims bar date (the "Claims Bar Date") in the Chapter 11 Cases. The bar date for Claims held by Governmental Units is November 7, 2016 (the "Governmental Bar Date"). The following entities holding Claims against the LINN Debtors that arose (or that are deemed to have arisen) prior to the Petition Date, including without limitation, Class A6 LINN General Unsecured Claims, were required to Proofs of Claim on or before the Claims Bar Date: (1) any Entity whose Claim against a Debtor is not listed in the applicable Debtor's Schedules or is listed in the applicable Debtor's Schedules as contingent, unliquidated, or disputed if such Entity desires to participate in any of the Chapter 11 Cases or share in any distribution in any of the Chapter 11 Cases; (2) any Entity that believes its Claim is improperly classified in the Schedules or is listed in an incorrect amount and desires to have its Claim allowed in a different classification or amount from that identified in the Schedules; (3) any Entity that believes its

Claim as listed in the Schedules is not an obligation of the specific Debtor against which the Claim is listed and that desires to have its Claim allowed against a Debtor other than that identified in the Schedules; and (4) any Entity that believes its Claim against a Debtor is or may be an administrative expense pursuant to section 503(b)(9) of the Bankruptcy Code (but not any entity that believes it holds an administrative expense Claim under section 503(b)(1) of the Bankruptcy Code).

In accordance with Bankruptcy Rule 3003(c)(2), if any person or Entity that is required, but failed, to File a Proof of Claim on or before the Claims Bar Date, except in the case of certain exceptions explicitly set forth in order setting the Claims Bar Date and the Governmental Bar Date (the "Bar Date Order") or by further order of the Court, such person or Entity will be: (1) barred from asserting such Claims against the LINN Debtors in these Chapter 11 Cases; (2) precluded from voting on any plans of reorganization Filed in these Chapter 11 Cases; and (3) precluded from receiving distributions from the LINN Debtors on account of such Claims in these Chapter 11 Cases. Notwithstanding the foregoing, a Holder of a Claim shall be able to assert, vote upon, and receive distributions under the Plan, or any other plan of reorganization or liquidation in the Chapter 11 Cases, to the extent, and in such amount, as any undisputed, non-contingent, and liquidated Claims identified in the Schedules on behalf of such Claim Holder.

As described in this Disclosure Statement, the distribution you receive on account of your Claim (if any) may depend, in part, on the amount of Claims for which Proofs of Claim are Filed on or before the Claims Bar Date.

AA. What is the deadline to vote on the Plan?

The Voting Deadline is January 12, 2017, at 4:00 p.m. (prevailing Central Time).

BB. How do I vote for or against the Plan?

Detailed instructions regarding how to vote on the Plan are contained on the ballots distributed to Holders of Claims that are entitled to vote on the Plan. For your vote to be counted, your ballot must be completed and signed so that it is **actually received** by January 12, 2017, at 4:00 p.m. (prevailing Central Time) at the following address: Linn Energy, LLC, c/o Prime Clerk LLC, 830 3rd Avenue, 3rd Floor, New York, NY 10022. Ballots may not be transmitted by facsimile, email, or other electronic means, except through a customized online balloting portal on the LINN Debtors' case website maintained by the Notice and Claims Agent. *See* Article X of this Disclosure Statement, entitled "SOLICITATION AND VOTING PROCEDURES," which begins on page 3.

CC. Why is the Court holding a Confirmation Hearing?

Section 1128(a) of the Bankruptcy Code requires the Court to hold a hearing on confirmation of the Plan and recognizes that any party in interest may object to Confirmation of the Plan.

DD. When is the Confirmation Hearing set to occur?

The Court has scheduled the Confirmation Hearing for January 24, 2017, at 9:00 a.m. (prevailing Central Time). The Confirmation Hearing may be adjourned from time to time without further notice.

Objections to Confirmation of the Plan must be Filed and served on the LINN Debtors, and certain other parties, by no later than January 17, 2017, at 4:00 p.m. (prevailing Central Time) in accordance with the notice of the Confirmation Hearing that accompanies this Disclosure Statement and the Disclosure Statement Order attached hereto as **Exhibit D** and incorporated herein by reference.

The LINN Debtors will publish the notice of the Confirmation Hearing, which will contain the deadline for objections to the Plan and the date and time of the Confirmation Hearing, in each of the national edition of the *Wall Street Journal*, the *Houston Chronicle*, and the *Corpus Christi Caller-Times* to provide notification to those persons who may not receive notice by mail. The LINN Debtors may also publish the notice of the Confirmation Hearing in such trade or other publications as the LINN Debtors may choose.

EE. What is the purpose of the Confirmation Hearing?

The confirmation of a plan of reorganization by a bankruptcy court binds the debtor, any issuer of securities under a plan of reorganization, any person acquiring property under a plan of reorganization, any creditor or equity interest Holder of a debtor, and any other person or Entity as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code. Subject to certain limited exceptions, the order issued by the bankruptcy court confirming a plan of reorganization discharges a debtor from any debt that arose before the confirmation of such plan of reorganization and provides for the treatment of such debt in accordance with the terms of the confirmed plan of reorganization.

FF. What is the effect of the Plan on the LINN Debtors' ongoing business?

The LINN Debtors are reorganizing under chapter 11 of the Bankruptcy Code. As a result, the occurrence of the Effective Date means that the LINN Debtors will not be liquidated or forced to go out of business. Following Confirmation, the Plan will be consummated on the Effective Date, which is a date selected by the LINN Debtors that is the first business day after which all conditions to Consummation have been satisfied or waived. *See* Article IX of the Plan. On or after the Effective Date, and unless otherwise provided in the Plan, the Reorganized LINN Debtors may operate their businesses and, except as otherwise provided by the Plan, may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Additionally, upon the Effective Date, all actions contemplated by the Plan will be deemed authorized and approved.

GG. Will any party have significant influence over the corporate governance and operations of Reorganized LINN?

As of the Effective Date, the terms of the directors, and the initial Reorganized LINN Board shall be constituted and will include: (1) the current Chief Executive Officer of LINN;

(2) one director selected by Reorganized LINN; and (3) five directors to be selected by a six person committee comprised of the five largest LINN Consenting Noteholders (as determined pursuant to Section 4 of the LINN RSA) and the current Chief Executive Officer of LINN. Decisions of the Reorganized LINN Board will be made by a majority of the Reorganized LINN Board of directors.

As of the Effective Date, the term of the current members of the board of directors or managers, as applicable, of the LINN Debtors shall expire, and the initial Reorganized LINN Board and the boards of directors or managers of each of the other Reorganized LINN Debtors will include those directors set forth in the list of directors to Reorganized LINN included in the Plan Supplement.

After the Effective Date, the officers of each of Reorganized LINN shall be appointed in accordance with the respective New Organizational Documents. Pursuant to section 1129(a)(5) of the Bankruptcy Code, the LINN Debtors will disclose in the Plan Supplement the identity and affiliations of any person proposed to serve on the initial board of directors or be an officer of each of Reorganized LINN. To the extent any such director or officer of Reorganized LINN is an "insider" under the Bankruptcy Code, the LINN Debtors also will disclose the nature of any compensation to be paid to such director or officer. Each such director and officer shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents.

HH. Who do I contact if I have additional questions with respect to this Disclosure Statement or the Plan?

If you have any questions regarding this Disclosure Statement or the Plan, please contact the LINN Debtors' Notice and Claims Agent, Prime Clerk LLC:

By regular mail, hand delivery, or overnight mail at:

Linn Energy, LLC
c/o Prime Clerk LLC
830 3rd Avenue, 3rd Floor
New York, NY 10022

By electronic mail at:
linnballots@primeclerk.com

By telephone at:
(844) 794-3479
(917) 962-8892 (International)

Copies of the Plan, this Disclosure Statement, and any other publicly Filed documents in the Chapter 11 Cases are available upon written request to the LINN Debtors' Notice and Claims Agent at the address above or by downloading the exhibits and documents from the website of the LINN Debtors' Notice and Claims Agent at https://cases.primeclerk.com/linn (free of charge) or the Court's website at http://www.txs.uscourts.gov (for a fee).

II. Do the LINN Debtors recommend voting in favor of the Plan?

Yes. The LINN Debtors believe the Plan provides for a larger distribution to the LINN Debtors' creditors than would otherwise result from any other available alternative. The LINN Debtors believe the Plan, which contemplates a significant deleveraging of the LINN Debtors' balance sheet and enables them to emerge from chapter 11 expeditiously, is in the best interest of all Holders of Claims, and that any other alternatives (to the extent they exist) fail to realize or recognize the value inherent under the Plan.

JJ. Who Supports the Plan?

The Plan is supported by the LINN Debtors, LINN Lenders, the Ad Hoc Group of LINN Second Lien Noteholders, and the Ad Hoc Group of LINN Unsecured Noteholders, as set forth in the following chart:

Consenting Parties	Support (expressed as an approximate percentage of the total principal amount of claims outstanding)
LINN Debtors	100.0%
LINN Lenders	93.0%
Add Hoc Group of LINN Second Lien Noteholders	88.2%
Ad Hoc Group of LINN Unsecured Noteholders	70.0%
Committee	100%

KK. What is the Committee's position on the Plan?

With respect to the LINN Debtors, the Committee supports the Plan and recommends that holders of LINN General Unsecured Claims vote to accept the Plan.

There is no Berry plan on file currently, so with respect to the Berry Debtors, the Committee reserves its rights.

The Committee intends to disclose its recommendation to holders of Berry General Unsecured Claims with respect to the Plan in relation to the Berry Debtors in a letter which will be posted to the Committee's information website by a date that will be set forth in the disclosure statement for the Berry Debtors.

The Committee's information website can be found at: http://dm.epiq11.com/#/case/LGY/info.

V. THE BANK RSA, THE LINN RSA, AND THE LINN BACKSTOP AGREEMENT

A. The Bank RSA

Leading up to the Petition Date, the Debtors entered into comprehensive restructuring negotiations with their major creditor constituencies. These constituencies include a steering committee of both Holders of LINN Lender Claims and Holders of Berry Lender Claims, the Ad Hoc Group of LINN Second Lien Noteholders, the Ad Hoc Group of LINN Unsecured Noteholders, and the Berry Ad Hoc Group. Each of these groups organized and retained advisors to facilitate due diligence and negotiations.

In a series of meetings beginning in February 2016, first with advisors and later with principals, the Debtors consistently expressed the view that junior creditors at both LINN and Berry should commit new equity capital to sponsor their respective restructurings. By April 20, 2016, principals in the ad hoc noteholder groups across the Debtors' capital structure had signed nondisclosure agreements and had begun conducting due diligence toward that end. Although the Debtors were in constructive dialogues with both the holders of LINN Second Lien Notes and the Holders of Berry Unsecured Notes around potential new-money investments, both groups informed the Debtors that they required additional time to conduct diligence before they could provide investment proposals. The Debtors also engaged in constructive discussions with holders of LINN Unsecured Notes, but no agreements were reached regarding the terms of a restructuring.

The Debtors, however, faced both the expiration of the May 11, 2016, extension of the going-concern defaults and the expiration of a grace period on May 15, 2016, with respect to approximately $31 million of coupon payments on LINN Unsecured Notes. Even if a further extension as to the going-concern default could be obtained, given the imperative to conserve cash in the current commodity price environment, the Debtors believed it would be imprudent to make a large additional coupon payment on unsecured debt to further forestall a chapter 11 restructuring. Thus, while continuing to encourage junior stakeholders to commit new-money capital and facilitating their extensive diligence efforts on that front, the Debtors focused on obtaining the commitment of their first lien lenders to support a restructuring and the consensual use of cash collateral.

These efforts ultimately bore fruit. On May 10, 2016, the Debtors executed the Bank RSA with holders of more than 66.67 percent in amount of debt issued under each of LINN's and Berry's first lien credit facility and, in each case, more than 50 percent in number of creditors. Upon execution of the Bank RSA, the LINN Debtors permanently repaid $350 million borrowings under the LINN First Lien Credit Facility.

The Bank RSA contemplated the following key terms, among others, of one or more plans of reorganization:

- a new LINN $2.2 billion exit facility, participation in which will satisfy claims under the LINN First Lien Credit Facility unless such claims exceed $2.2 billion;

- payment in cash of any claims under the LINN First Lien Credit Facility in excess of $2.2 billion;

- treatment of the LINN Second Lien Notes in a manner consistent with the Second Lien Settlement Agreement;

- the conversion of the LINN Debtors' unsecured claims (including claims under the LINN Second Lien Notes and LINN Unsecured Notes) to equity in Reorganized LINN or, potentially, LinnCo;

- the potential for a rights offering for Reorganized LINN Common Stock or LinnCo common stock or another form of new-money investment; and

- the separation of Berry from the LINN Debtors, either through the conversion of a significant portion of Berry debt to equity or through a new-money investment, subject to a marketing process for the opportunity to sponsor the plan.

B. The LINN RSA

Subsequent to the Petition Date, the LINN Debtors continued negotiations with their various creditor constituencies with the intent of executing a value maximizing restructuring transaction for the benefit of their estates. As part of these negotiations, the LINN Debtors solicited and received several "new-money" proposals, from each of: (1) Ad Hoc Group of LINN Unsecured Noteholders, (2) the Ad Hoc Group of LINN Second Lien Noteholders; (3) the First Potential Investor; and (4) the Second Potential Investor. After thorough analysis and discussion with its advisors, however, the LINN Debtors determined not to proceed with the Second Potential Investor's proposal. Following several weeks of individual negotiations between the LINN Debtors and each of the Ad Hoc Group of LINN Unsecured Noteholders, the Ad Hoc Group of LINN Second Lien Noteholders, the First Potential Investor, and the Second Potential Investor, the Ad Hoc Group of LINN Unsecured Noteholders and Ad Hoc Group of LINN Second Lien Noteholders combined efforts, making the Joint Creditor Proposal. The LINN Debtors continued the now dual-track negotiations for several weeks in an effort to maximize liquidity and other benefits available to the LINN Debtors under each of the First Potential Investor-led proposal and the Joint Creditor Proposal. Through these parallel path negotiations, the LINN Debtors were able to improve the proposals from each party, with respect to the amount of the new money investment, and the terms on which such money would be invested.

Following several weeks of good faith, arms'-length negotiations with each of the First Potential Investor, the Ad Hoc Group of LINN Second Lien Noteholders, and the Ad Hoc Group of LINN Unsecured Noteholders, the Boards of the LINN Debtors determined, after consultation with their advisors, that the Joint Creditor Proposal maximized value for all parties in interest, best positioned the LINN Debtors to emerge from chapter 11 as a successful going concern, and represented the best available alternative. The terms of the Joint Creditor Proposal were documented in the LINN RSA.

The LINN RSA contemplates the following key terms, among others:

- payment of the LINN Lender Paydown out of the proceeds of the LINN Rights Offerings

- New LINN Exit Facility in the aggregate amount of $1.7 billion, participation in which will satisfy claims under the LINN First Lien Credit Facility [unless such claims exceed $1.7 billion];

- payment in cash of any claims under the LINN First Lien Credit Facility in excess of $1.7 billion;

- settlement of all disputes, claims, and causes of action related to the LINN Second Lien Notes on the terms set forth summarized above;

- conversion of unsecured claims against the LINN Debtors (including claims under the LINN Second Lien Notes, the LINN Unsecured Notes, and the Holders of LINN General Unsecured Claims) to equity in Reorganized LINN or, potentially, LinnCo;

- $530 million fully-backstopped rights offerings for Reorganized LINN Common Stock pursuant to the LINN Rights Offerings.

The LINN Exit Facility embodied in the LINN RSA is a critical feature of the agreement from the LINN Debtors' perspective. The LINN Exit Facility includes a $1.4 billion reserve-based revolving credit facility with a borrowing base that is not subject to aggregate reduction through maturity as well as the $300 million Reorganized LINN Term Loan. Given the current depressed market for oil and natural gas, the LINN RSA and the LINN Exit Facility bestow significant value on the LINN Debtors' estates, which will, in turn, assist in the continued viability of the LINN Debtors subsequent to these chapter 11 cases.

C. The LINN Backstop Agreement

On October 25, 2016, the LINN Debtors executed the LINN Backstop Commitment Agreement with the LINN Initial Backstop Parties, which provides for an aggregate $530 million fully back-stopped, new-money investment in the LINN Debtors pursuant to the LINN Rights Offerings. The LINN Backstop Agreement contains the following key terms:

- a $210,995,592 rights offering of Reorganized LINN Common Stock to be funded on the Effective Date and available to Eligible Holders of Allowed LINN Second Lien Notes Claims;

- a backstop commitment for the LINN Secured Rights Offering from the LINN Secured Commitment Parties;

- a $319,004,408 rights offering of Reorganized LINN Common Stock to be funded on the Effective Date and available to Eligible Holders of Allowed LINN Unsecured Notes Claims; and

- a backstop commitment for the LINN Unsecured Rights Offering from the LINN Unsecured Commitment Parties.

While the LINN Debtors remain committed to working with other constituents in the capital structure on the terms of superior restructuring transactions, the LINN Debtors believe

that the Plan represents the best available alternative to maximize value for all stakeholders and emerge from Chapter 11 at this time. The Plan will significantly reduce long-term debt and annual interest payments and result in a stronger balance sheet for the LINN Debtors.

The Plan represents the last step in the LINN Debtors' months-long restructuring process. The LINN RSA, which sets forth the key terms of the Plan will allow the LINN Debtors to proceed expeditiously through chapter 11 to a successful emergence. The Plan will significantly deleverage the LINN Debtors' balance sheet and provide the capital injection needed for the LINN Debtors to return to competitive operations going forward.

VI. THE DEBTORS' CORPORATE HISTORY, STRUCTURE, AND BUSINESS OVERVIEW

A. The Debtors

The Debtors are an independent oil and natural gas company headquartered in Houston, Texas. LinnCo has no funded debt and is a publicly-traded company that currently owns approximately 71 percent of Debtor LINN's outstanding units, the remainder of which are publicly held. LINN and certain direct and indirect Debtor subsidiaries, other than Berry, are the obligors on the majority of the Debtors' funded debt. LINN, through its direct subsidiary, LAC, indirectly owns a 100 percent membership interest in Berry, which has separate funded debt. The LINN Debtors acquired Berry in December 2013 in a stock-for-stock transaction.

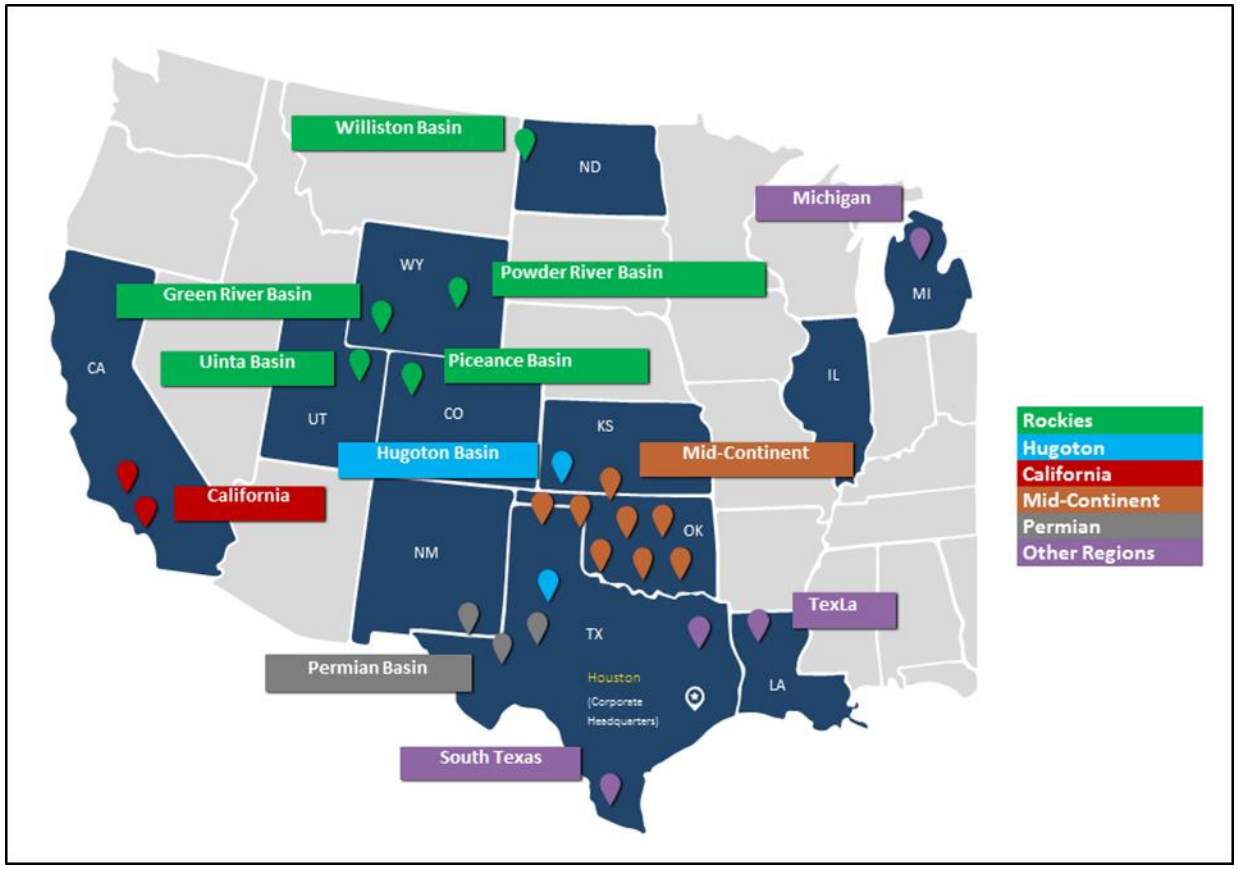
The Debtors are operationally integrated. The Debtors' workforce, which is not unionized, currently includes approximately 1,500 employees. A corporate organization chart is attached as **Exhibit C**. Below is a summary of the Debtors' businesses and operations.

B. Assets and Operations

In general, the Debtors' operations involve the acquisition and development of long-life oil and natural gas assets. Unlike many upstream companies focused on exploration for assets with high production growth, the Debtors develop mature assets and drill known reservoirs. Through leases entered into with mineral rights owners throughout the Debtors' operating regions, the Debtors hold working interests in oil and gas properties that provide them with the right to drill and maintain wells in the applicable geographic areas. The Debtors acquire producing oil and natural gas wells from other operators and then design and drill additional wells on the same acreage, continuing to operate producing wells to improve and extend the production of the existing wells.

Produced oil and natural gas is transported to the end user through an extensive network of pipelines and gathering systems. New pipelines are constructed continually in high growth regions, which is both time consuming and capital intensive but integral to oil and natural gas production because hydrocarbons are difficult and expensive to transport by vehicle or vessel. As a result, the availability of adequate pipeline infrastructure and the cost to transport such crude oil and natural gas directly impacts the profitability of any given crude oil and natural gas property. Upstream oil and natural gas companies, including the Debtors, are dependent on seamless interaction with hydrocarbon gatherers, transporters, and processors—participants in the "midstream" sector of the oil and gas industry—to maintain both profitable and environmentally compliant operations.

The Debtors have eight principal operating regions: Hugoton Basin; Rockies; California; Mid-Continent; Permian Basin; TexLa; South Texas; and Michigan/Illinois. Across all regions, the Debtors' oil and natural gas production for 2015 averaged 1.2 billion cubic feet equivalent per day, and for the six months ended June 30, 2016, averaged 1.1 billion cubic feet equivalent per day. During 2015, the Debtors generated approximately $1.2 billion of net cash provided by operating activities, and for the six months ended June 30, 2016, operated approximately $801 million of net cash provided by operating activities.



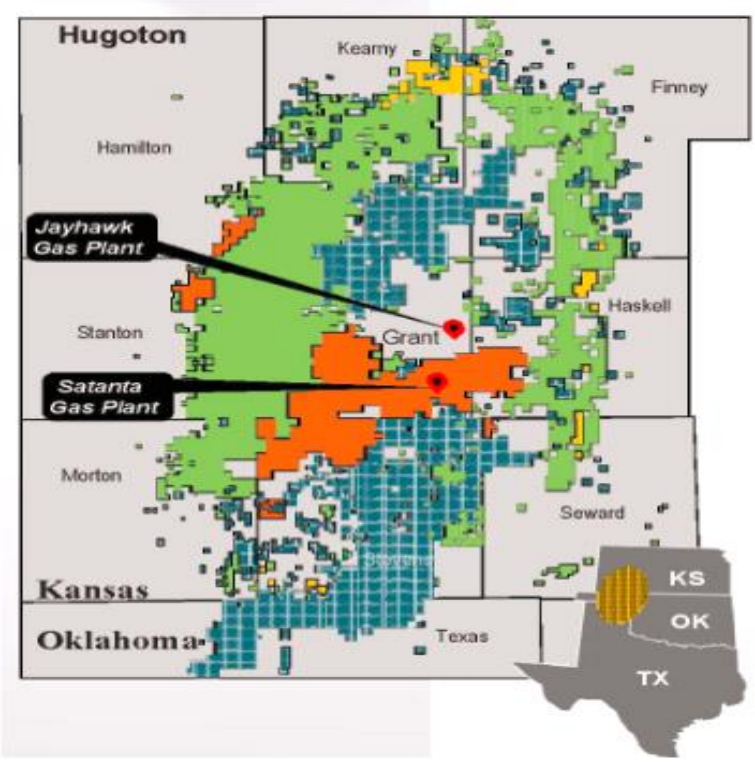
The Debtors' eight operating regions

1. The Hugoton Basin

The Hugoton Basin is a large oil and natural gas producing area located in southwest Kansas and extending through the Oklahoma Panhandle into the central portion of the Texas Panhandle. The Debtors had approximately 7,860 gross wells in the region as of year-end 2015, which primarily produce natural gas from formations at depths ranging from 2,200 to 3,200 feet. These properties generated production of approximately 252 million cubic feet equivalent per day ("MMcfe/d") in 2015, and approximately 240 MMcfe/d for the six months ended June 30, 2016. Properties in the Hugoton Basin represented approximately 31 percent of the Debtors' total proved reserves at year-end 2015.

The Debtors also own and operate midstream assets in the Hugoton Basin. The Debtors own the Jayhawk natural gas processing plant and a 51 percent operating interest in the Satanta natural gas processing plant. The Debtors' production in the area is delivered to these plants via

a system of approximately 3,920 miles of pipeline and related facilities operated by the Debtors, of which approximately 2,065 miles are owned by the Debtors.

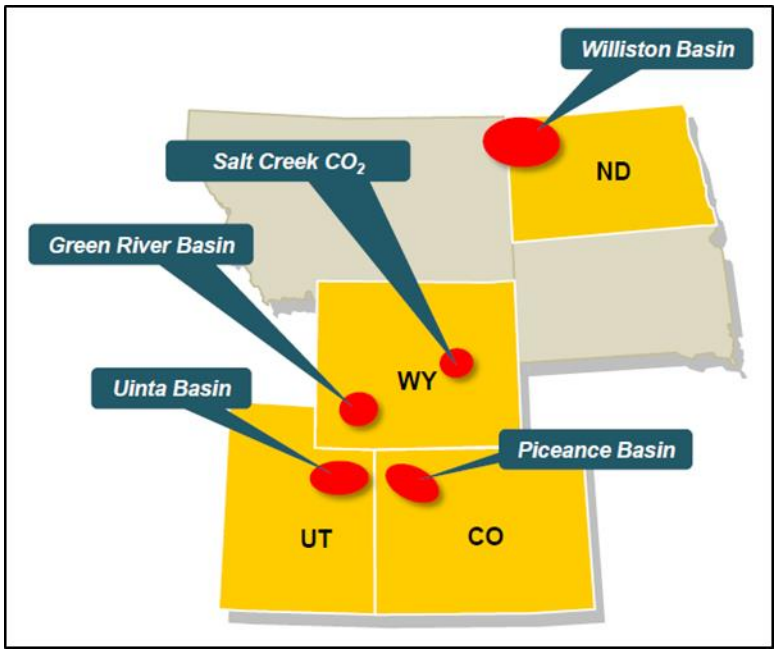


The Debtors' Hugoton Basin region

2. The Rockies

The Debtors' Rockies region includes properties in Wyoming (Green River, Washakie, and Powder River basins), northeast Utah (Uinta Basin), North Dakota (Bakken and Three Forks formations in the Williston Basin), and northwest Colorado (Piceance Basin). The Debtors had approximately 5,500 gross wells in the region as of year-end 2015, which produce both oil and natural gas at depths ranging from 1,000 to 15,000 feet. These properties generated production of approximately 426 MMcfe/d in 2015, and approximately 393 MMcfe/d for the six months ended June 30, 2016, making the Rockies the Debtors' highest-producing operating region. Properties in the region represented approximately 22 percent of the Debtors' total proved reserves at year-end 2015.

The Debtors built their operating position in the Rockies through a series of acquisitions beginning in 2011, culminating in the acquisition of Berry in 2013 and an asset acquisition from Devon in 2014. As is the case in the Hugoton Basin, the Debtors also own and operate midstream assets in the Rockies. This includes a network of natural gas gathering systems comprised of approximately 845 miles of pipeline and associated compression and metering facilities that connect to numerous sales outlets in the area. The Debtors also own the Brundage Canyon natural gas processing plant located in Northeastern Utah.

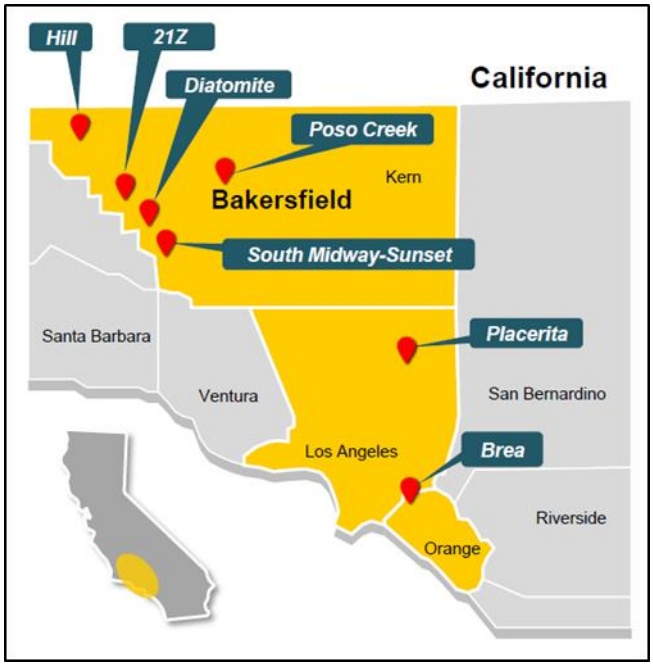


The Debtors' Rockies region

3. California

The Debtors' California region consists of properties located in the San Joaquin Valley and Los Angeles Basins. The Debtors had approximately 2,700 gross wells in the region as of year-end 2015, which primarily produce heavy oil. These properties generated production of approximately 185 MMcfe/d in 2015 and approximately 164 MMcfe/d for the six months ended June 30, 2016. Properties in California represented approximately 16 percent of the Debtors' total proved reserves at year-end 2015.

The Debtors utilize thermally-enhanced heavy oil recovery methods in the region, which involve the introduction of heat into the formation, injected in the form of steam, to reduce oil viscosity. To facilitate these thermal recovery techniques, the Debtors own and operate three cogeneration facilities. Cogeneration, also called "combined heat and power," extracts energy from the exhaust of a turbine to produce steam. The Debtors also owned 79 conventional steam generators as of year-end 2015 and purchase natural gas used for steam generation purposes.



The Debtors' California properties

4. Other Operating Regions

The following table summarizes the Debtors' other operating regions. The Debtors had approximately 10,940 gross wells in these regions in the aggregate as of year-end 2015.

Operating Region	Description	Average 2015 Production (MMcfe/d)	Average Six Months Ended June 30, 2016 Production (MMcfe/d)
Mid-Continent	Oklahoma properties located in the Anadarko and Arkoma basins, as well as operations in the Central Oklahoma Platform	100	99
TexLa	Properties located in east Texas and north Louisiana	82	80
Permian Basin	Properties located in west Texas and southeast New Mexico	80	60
South Texas	Properties located in South Texas	32	29
Michigan/Illinois	Properties located in the Antrim Shale formation in north Michigan and oil properties in south Illinois	31	31

5. Hedging Portfolio

To reduce exposure to declining oil and natural gas prices, the Debtors historically maintained an industry-leading hedging portfolio of oil and natural gas swaps, put options, and collars. These commodity derivative instruments generally provided cash settlement payments to the Debtors when prevailing oil and natural gas prices were below contract prices on the settlement date. During the year ended December 31, 2015, the Debtors had commodity derivative contracts for approximately 81% of its natural gas production and 83% of its oil production. By removing a significant portion of the price volatility associated with production, the Debtors' hedging portfolio mitigated but did not eliminate the effects of the sustained decline in commodity prices. The hedging portfolio—virtually all of which was held by the LINN Debtors—had a fair market value of approximately $1.8 billion at year-end 2015.

In anticipation of a chapter 11 filing, the Debtors recognized that their hedging arrangements might be subject to termination by the counterparties (all of which were holders of LINN Lender Claims or Berry Lender Claims) on a postpetition basis, to the extent permitted by the Bankruptcy Code. Termination could permit the counterparty to liquidate the applicable derivative instrument and, due to safe harbors in the Bankruptcy Code, the automatic stay may not prohibit counterparties from doing so.

After assessing the situation, the Debtors concluded that there was a significant risk that hedging counterparties would seek to liquidate all or a substantial portion of the Debtors' hedging portfolio in a compressed timeframe shortly after the Petition Date. Given the size of the portfolio and the potential adverse impact on value of a rapid liquidation postpetition, the Debtors determined to commence an orderly unwinding of the portfolio before the Petition Date. The Debtors completed the unwinding of the LINN Debtors' hedges on May 6, 2016. Proceeds of approximately $1.2 billion were applied to borrowings outstanding under the LINN First Lien Credit Facility as required by the LINN First Lien Credit Facility documents. As of the Petition Date, the LINN Debtors did not have a hedging portfolio. As of the Petition Date, the fair value of Berry's hedging portfolio was approximately $853,000. During May 2016, and July 2016, Berry's counterparties cancelled (prior to the contract settlement dates) all of Berry's then-outstanding derivative contracts for net proceeds of approximately $2 million. These proceeds, in turn, were applied to borrowings outstanding under the Berry First Lien Credit Facility as required by the Berry First Lien Credit Facility documents.

C. Prepetition Capital Structure

As of June 30, 2016, the Debtors had approximately $7.701 billion of funded debt. That amount includes the LINN Debtors' approximate $5.969 billion of funded debt and Berry's approximate $1.732 billion of funded debt. The LINN Debtors and Berry are not obligated on each other's debt. The following table summarizes the Debtors' prepetition capital structure:

LINN Debtors	**Approx. Outstanding as of June 30, 2016**
LINN First Lien Revolving Loan[8]	$1,662,000,000
LINN First Lien Term Loan	$284,000,000
Total LINN First Lien Credit Facility	**$1,946,000,000**
LINN Second Lien Notes	**$1,000,000,000**
LINN 6.50% Senior Notes due May 2019	$562,000,000
LINN 6.25% Senior Notes due November 2019	$581,000,000
LINN 8.625% Senior Notes due April 2020	$719,000,000
LINN 7.75% Senior Notes due February 2021	$780,000,000
LINN 6.50% Senior Notes due September 2021	$381,000,000
Total LINN Unsecured Notes	**$3,023,000,000**
Total LINN Debt	**$5,969,000,000**

Berry	**Approx. Amount as of June 30, 2016**
Berry First Lien Credit Facility[9]	**$898,000,000**
Berry 6.75% Senior Notes due November 2020	$261,000,000
Berry 6.375% Senior Notes due September 2022	$573,000,000
Total Berry Unsecured Notes	**$834,000,000**
Total Berry Debt	**$1,732,000,000**
Total LINN and Berry Debt	**$7,701,000,000**

[8] Including approximately $7.5 million in letters of credit.

[9] Including approximately $26.2 million in letters of credit.

1. LINN Debtors

(a) LINN First Lien Credit Facility

Pursuant to the LINN Credit Agreement, the LINN Debtors maintain the LINN First Lien Credit Facility, a reserve-based and term loan first lien credit facility with an effective borrowing base of approximately $1.9 billion. Borrowings under the LINN First Lien Credit Facility include approximately $284 million outstanding under a first lien term loan and approximately $1.662 billion outstanding under a first lien revolving loan (the "LINN First Lien Revolving Loan"), which is effectively fully drawn. The LINN First Lien Credit Facility bears interest at a floating rate, subject to a borrowing base utilization grid, and matures in April 2019, subject to a springing maturity. The LINN First Lien Credit Facility is secured by mortgages on oil and natural gas properties representing approximately 87 percent of the value of the properties listed on the LINN Debtors' most recent reserve report, liens on certain other assets, and pledges of the ownership interests in each of the LINN Debtors other than LINN Energy (the "LINN Collateral"). Further discussion with respect to the LINN Debtors' lien analysis is contained in Article VIII.K herein.

(b) Linn Second Lien Notes

The LINN Second Lien Notes consist of $1.0 billion of outstanding 12.00 percent senior secured second lien notes due December 2020, issued under the Indenture dated November 20, 2015 (the "LINN Second Lien Indenture"), among LINN and LINN Energy Finance Corp., as co-issuers; the other LINN Debtors, as guarantors; and the LINN Second Lien Notes Trustee. The LINN Second Lien Notes were issued in exchange for $2.0 billion of then outstanding LINN Unsecured Notes.

The LINN Second Lien Notes are secured by liens in the LINN Collateral. The oil and natural gas mortgages securing the LINN Second Lien Notes are subject to release under certain circumstances pursuant to the Second Lien Settlement. A second lien intercreditor agreement, among the LINN Administrative Agent, the LINN Second Lien Notes Trustee, and the LINN Debtors, governs the relative rights of the parties thereto and provides other protections for the benefits of such parties.

(c) LINN Unsecured Notes

The LINN Unsecured Notes consist of approximately $3.023 billion outstanding on five series of senior unsecured notes issued under five separate indentures, dated April 6, 2010, September 13, 2010, May 13, 2011, March 2, 2012, and September 9, 2014, among LINN and Linn Energy Finance Corp., as co-issuers; the other LINN Debtors, as guarantors; and the LINN Unsecured Notes Trustee. The applicable series, their interest rates, and their maturities are described in the summary table set forth above.

2. Berry

(a) Berry First Lien Credit Facility

Pursuant to the Berry Credit Agreement, Berry maintains the Berry First Lien Credit Facility (together with the LINN First Lien Credit facility, the "First Lien Credit Facilities"), a

reserve-based secured revolving credit facility with an original borrowing base of $900 million. As of June 30, 2016, there are approximately $898 million of borrowings outstanding under the Berry First Lien Credit Facility (including approximately $23 million of outstanding letters of credit), which is nearly fully drawn. The Berry First Lien Credit Facility bears interest at a floating rate, subject to a borrowing base utilization grid, and matures in April 2019. The Berry First Lien Credit Facility is secured by mortgages on oil and natural gas properties representing approximately 88 percent of the value of the properties listed on Berry's most recent reserve report and liens on certain other assets.

(b) Berry Unsecured Notes

The Berry Unsecured Notes consist of approximately $834 million outstanding on two series of senior unsecured notes issued under the Indenture, dated June 15, 2006, among Berry, as issuer, and the Berry Unsecured Notes Trustee. The applicable series, their interest rates, and their maturities are described in the summary table set forth above.

3. Common Shares and Units

LinnCo's authorized capital structure consists of two classes of interests: (a) shares with limited voting rights and (b) voting shares, 100 percent of which are currently held by LINN. As of June 30, 2016, LinnCo's issued capitalization consisted of 244,246,698 outstanding common shares with capitalization of approximately $3.9 billion and $1,000 contributed by LINN in connection with LinnCo's formation and in exchange for its voting share.

LINN's common units are publically traded. As of June 30, 2016, there were 355,173,890 common units outstanding with capitalization of approximately $5.4 billion. In March 2016, LinnCo entered into an exchange offer intended to provide an opportunity for LINN unitholders to exchange their LINN units for LinnCo shares at a one-to-one ratio (the "LinnCo Exchange Offer"). LinnCo now owns approximately 71 percent of LINN's issued and outstanding units.

Until recently, LinnCo's common shares and LINN's units were publically traded on the NASDAQ Global Select Market ("NASDAQ"). On May 24, 2016, the NASDAQ suspended trading of LinnCo's shares and LINN's units based on the failure of LinnCo and LINN to comply with the NASDAQ's continued listing requirements. LinnCo's common shares and LINN's common units now trade on the OTC Markets Group, Inc.'s Pink marketplace.

VII. EVENTS LEADING TO THE CHAPTER 11 FILINGS

A. Adverse Market Conditions

The difficulties faced by the Debtors are consistent with those faced industry-wide. Oil and natural gas companies and others have been challenged by low natural gas prices for years, and prices remained near $2 per million Btu as of the Petition Date, down from approximately $6 per million Btu in early 2014. The price of natural gas liquids, likewise, has undergone a steep decline. More recently, the price of crude oil has plummeted: the price of West Texas intermediate crude oil was near $45 per barrel as of the Petition Date and dropped as low as approximately $26 per barrel in January 2016, down from prices above $100 per barrel as recently as July 2014.

These market conditions have affected oil and natural gas companies at every level of the industry around the world. All companies in the oil and gas industry (not just upstream producers) have felt these effects. But independent oil and natural gas companies have been especially hard-hit, as their revenues are generated from the sale of unrefined oil and natural gas. Over 60 exploration & production companies filed for bankruptcy protection in 2015 alone, and more have filed so far in 2016, including most recently Seventy Seven Energy Inc., Sandridge Energy, Inc., Midstates Petroleum Co., and Energy XXI Ltd. Numerous other oil and natural gas companies have defaulted on their debt obligations, negotiated amendments or covenant relief with creditors to avoid defaulting, or have effectuated out-of-court restructurings. The current volatility in the commodity markets has made it especially difficult for some companies to identify and execute on any viable restructuring alternatives.

Despite these material market adjustments, the Debtors were able to maintain strong operations through 2015 and the six months ended June 30, 2016, and the Debtors believe they have ample liquidity to fund both the remainder of their Chapter 11 Cases and their post-emergence business plan. This resulted, in part, from key operational and financial responses to the deteriorating market, as well as a proactive approach to addressing leverage concerns. Specifically, the Debtors determined that proactively pursuing a comprehensive balance sheet restructuring was preferable to attempting to wait out prevailing market conditions.

B. Proactive Approach to Addressing Liquidity Constraints

1. Operational Adjustments

In response to deteriorating market conditions, the Debtors implemented a disciplined strategy to "live within cash flow" and maximize the value of the enterprise while mitigating the effects of declining commodity prices. For 2015, the Debtors decreased total capital expenditures by 67 percent as compared to 2014. The capital budget was further reduced for 2016. The Debtors also reduced recurring lease operating expenses and general and administrative expenses.

To further strengthen their cash position and optimize their portfolio of oil and natural gas assets, in August 2015, the Debtors closed the sale of certain properties in the Permian Basin, in Texas, for approximately $276 million. Additionally, in January 2015, LINN Energy reduced its distribution to $1.25 per unit from $2.90 per unit and, in October 2015, suspended the distribution entirely as of the end of the third quarter of 2015.

The Debtors continue to implement cost reduction initiatives across the organization. In 2016, the Debtors are implementing measures to achieve an anticipated 48 percent further reduction in capital expenditures as compared to 2015. The Debtors likewise continue to focus on reducing lease operating expenses and general and administrative expenses. For example, the Debtors closed their Denver offices and consolidated administrative functions in Oklahoma City and Houston to reduce headcount and maximize efficiency, thereby reducing costs.

2. Liability Management

The Debtors also implemented a liability management program to take advantage of commodity price uncertainty to capture discounts and reduce interest expense. This included discounted open market and privately-negotiated repurchases of approximately $992 million in

principal amount of LINN Unsecured Notes during 2015. In addition, the Second Lien Exchange consummated on November 20, 2016 also reduced the LINN Debtors' aggregate debt by approximately $1 billion and resulted in approximately $16 million in annual interest savings.

3. Appointment of LAC Authorized Representative

As discussed above, Berry is managed by LAC, as its sole member, which is in turn managed by LINN, as its sole member. Under LAC's organization documents, LINN initially designated three of its officers as authorized representatives of LAC to manage LAC on its behalf. On March 10, 2016, LINN appointed Steven Winograd, who is unaffiliated with the Debtors, to serve as a disinterested authorized representative of LAC. In such capacity, he is charged with considering the best interests of Berry in any matters with respect to which the LINN board or any LAC representative determines could potentially involve alleged conflicts of interest between the LINN Debtors and Berry. Mr. Winograd replaced an existing authorized representative of LAC. LAC and Berry have engaged Munger, Tolles & Olson LLP, as legal counsel, and Huron Consulting Services LLC, as financial advisor, to independently advise LAC and Berry with respect to any alleged conflict matters between Berry and the LINN Debtors.

4. LINN Revolver Draw

At the end of January 2016, the LINN First Lien Revolving Loan had approximately $919 million of availability. To ensure full access to this liquidity, in February 2016, the LINN Debtors borrowed the full remaining undrawn amount under the LINN First Lien Revolving Loan. Access to this cash has proven critical both in restructuring negotiations and as a source of cash to fund the Debtors' ongoing restructuring efforts and going-forward operations. Indeed, the LINN First Lien Revolving Loan is the Debtors' least expensive source of liquidity to fund a post-bankruptcy business plan. As permitted by the LINN Credit Agreement, the Debtors directed that the approximate $919 million of proceeds be deposited into an account that was not subject to liens securing the LINN First Lien Credit Facility, where the unused amounts remain as of the Petition Date.[10]

5. LINN Second Lien Mortgage Grace Period

Upon closing of the Second Lien Exchange, the LINN Second Lien Notes were secured by pledges of the equity interests in the LINN Debtors other than LINN and certain assets of the LINN Debtors. The LINN Second Lien Indenture obligated the LINN Debtors to convey and make arrangements for recordation of second-lien mortgages on certain oil and natural gas assets within 90 days of the closing of the exchange. On February 18, 2016, to preserve restructuring flexibility, the Debtors determined not to convey the second-lien mortgages at that time and entered into applicable the grace period under the LINN Second Lien Indenture. After extensive negotiations, however, on April 4, 2016, the LINN Debtors entered into the Second Lien Settlement. Pursuant to the terms of the LINN RSA, settlement of all claims and causes of action related to the Second Lien Notes will be implemented through the Plan.

[10] As of June 30, 2016, LINN had cash of $775 million and restricted cash of $205 million.

6. LinnCo Exchange Offer

On March 22, 2016, LinnCo launched the LinnCo Exchange Offer. The LinnCo Exchange Offer was intended to provide an opportunity for LINN unitholders to exchange their LINN units for LinnCo shares at a one-to-one ratio. Under the LinnCo Exchange Offer, LinnCo offered one common share representing limited liability company interests in LinnCo for each outstanding unit representing limited liability company interests in LINN. The offer was for all unrestricted LINN units other than those held by LinnCo. LinnCo registered the LinnCo Exchange Offer under the U.S. Securities Act of 1933. LINN paid the fees and expenses associated with the LinnCo Exchange Offer on LinnCo's behalf. The applicable SEC filings for the LinnCo Exchange Offer made it clear that parties participating in the LinnCo Exchange Offer may ultimately receive no recovery on account of the LinnCo shares received in the LinnCo Exchange Offer. *LinnCo recommended that LINN unitholders obtain independent tax advice before determining whether to participate in the LinnCo Exchange Offer.*

The LinnCo Exchange Offer expired on August 1, 2016. A total of 123,100,715 LINN units were exchanged for LinnCo shares pursuant to the LinnCo Exchange Offer.

7. Entry Into Grace Periods

On April 15, 2016, approximately $31 million in interest payments were due under the 8.625% LINN Unsecured Notes due April 2020. On May 1, 2016, approximately $18 million in interest payments were due under the 6.25% LINN Unsecured Notes due November 2019 and approximately $9 million in interest payments were due under the 6.75% Berry Unsecured Notes due November 2020. The indentures governing each of the applicable series of notes permit the Debtors a 30-day grace period to make the interest payments. To preserve liquidity while restructuring negotiations were underway, the Debtors determined to enter into the grace period with respect to each of these interest payments. The Debtors did not make the payments as of the Petition Date.

VIII. MATERIAL DEVELOPMENTS AND ANTICIPATED EVENTS OF THE CHAPTER 11 CASES

A. Corporate Structure upon Emergence

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, each Debtor shall continue to exist after the Effective Date as a separate corporation, limited liability company, partnership, or other form of Entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of Entity, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other analogous formation documents) in effect before the Effective Date, except to the extent such certificate of incorporation and bylaws (or other analogous formation documents) are amended by the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

B. Expected Timetable of the Chapter 11 Cases

The Debtors expect the Chapter 11 Cases to proceed quickly. Should the Debtors' projected timelines prove accurate, the Debtors could emerge from chapter 11 by February 7, 2017. **No assurances can be made, however, that the Court will enter various orders on the timetable anticipated by the Debtors.**

C. First Day Relief

On the Petition Date, along with their voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the "Petitions"), the Debtors Filed several motions (the "First Day Motions") designed to facilitate the administration of the Chapter 11 Cases and minimize disruption to the Debtors' operations, by, among other things, easing the strain on the Debtors' relationships with employees, vendors, and customers following the commencement of the Chapter 11 Cases. The Debtors also filed a motion to continue the LinnCo Exchange Offer postpetition [Docket No. 12]. On May 12, May 13, and May 17, 2016, the Court entered orders approving the First Day Motions as well as the continuation of the LinnCo Exchange Offer on either an interim or final basis. A final hearing to approve certain of the First Day Motions, other than the Cash Collateral Motion, Cash Management Motion, and the Hedging Motion, was held on June 27, 2016. On The First Day Motions, and all orders for relief granted in the Chapter 11 Cases, can be viewed free of charge at https://cases.primeclerk.com/linn.

1. Cash Collateral Motion

On the Petition Date, the Debtors filed the *Debtors' Emergency Motion for Interim and Final Orders (A) Authorizing Postpetition Use of Cash Collateral, (B) Granting Adequate Protection to Prepetition Lenders, and (C) Granting Related Relief* [Docket No. 18] (the "Cash Collateral Motion") requesting authority for the Debtors to use cash collateral and granting adequate protection to the Prepetition First Lien LINN Secured Parties (as defined in the Cash Collateral Motion) and Prepetition Berry Lenders (as defined in the Cash Collateral Motion). The proposed adequate protection package was composed of (i) superpriority claims, (ii) adequate protection liens, (iii) adequate protection payments, (iv) professional fees and expenses, (v) payment of swap proceeds if any should materialize, and (vi) a financial covenant.

On May 12, 2016, the Berry Ad Hoc Group and Wilmington Trust each filed objections to the Cash Collateral Motion [Docket Nos. 73, 74]. The Berry Ad Hoc Group and Wilmington Trust both argued, among others, that (a) the Debtors' proposed use of cash collateral would permit intercompany transfers between Debtor entities without a mechanism for ensuring remuneration should the court seek to unwind the transfers; (b) the Debtors' proposed adequate protection package was overbroad; and (c) the definition of "Linn Collateral Diminution" (as defined in the cash collateral motion).

On July 5, 2016, Wilmington Trust and the Berry Ad Hoc Group filed supplemental objections that reiterated the arguments raised in their previous objections [Docket No. 461, 466]. Additionally, the Committee filed an objection to the Cash Collateral Motion [Docket No. 467]. The Committee asserted many of the same arguments as set out in the Wilmington Trust and Berry Ad Hoc Group objections as well as additional objections regarding

the scope of adequate protection contemplated by the Cash Collateral Motion. The Committee reiterated these arguments in a supplemental objection filed on July 19, 2016 [Docket No. 606].

On July 28, 2016, after a hearing that spanned several days, the Debtors reached a settlement with the objecting parties which is reflected in the final order approving the Cash Collateral Motion entered on July 31, 2016 [Docket No. 743].

2. Cash Management Motion

On the Petition Date, the Debtors filed the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate their Cash Management System and Maintain Existing Bank Accounts and (B) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief* [Docket No. 16] (the "Cash Management Motion"). Pursuant to the Cash Management Motion, the Debtors sought the authority to continue to operate their consolidated cash management system, maintain existing bank accounts, use business forms in their present form without reference to Debtors' status as debtors in possession, continue to use certain investment accounts, close existing bank accounts and open new accounts, and continue certain intercompany and netting arrangements between and among the Debtors and their Debtor and non-Debtor affiliates on an administrative priority basis.

The Bankruptcy Court granted interim relief on May 13, 2016 [Docket No. 87]. Each of the Berry Ad Hoc Group, Wilmington Trust, and the Committee filed an objection to the Cash Collateral Motion arguing, among other things, that the LINN Debtors and Berry should maintain separate cash management systems and separate allocations of professional fees [Docket Nos. 73, 74, 461, 466, 467, 606].

On July 28, 2016, after a hearing that spanned several days, the Debtors reached a settlement with the objecting parties which is reflected in the final order approving the Cash Management Motion on July 31, 2016 [Docket No. 744]. As part of the cash management settlement, the Debtors agreed to formulate a work plan within 60 days of entry of the final order approving the Cash Management Motion to address, among other items, cash separation, personnel issues, and contract realignment between Berry and the LINN Debtors. In addition, the Debtors have agreed to provide the Berry Ad Hoc Group with increased reporting related to intercompany transfers.

3. Hedging and Trading Arrangements

On the Petition Date, the Debtors filed *Debtors' Emergency Motion for Entry of Interim and Final Orders Authorizing the Debtors to (A) Continue Performing Under Prepetition Hedging and Trading Arrangements, (B) Honor Obligations Thereunder, and (C) Enter into and Perform Under Trading Continuation Agreements and New Postpetition Hedging Arrangements* (the "Hedging Motion") [Docket No. 15]. Pursuant to the Hedging Motion, the Debtors sought authority to: (a) honor prepetition payment and collateral obligations under existing forward contracts and swap agreements to hedge their exposure to commodity risks, including price and delivery risk (collectively, the "Hedging and Trading Arrangements") (b) perform all postpetition obligations arising under the Hedging and Trading Arrangements; and (c) enter into and perform under new Hedging and Trading Arrangements on a postpetition basis.

On May 17, 2016, the Bankruptcy Court granted the relief requested in the Hedging Motion on an interim basis [Docket No. 128]. On July 5, 2016 and August 15, 2016, the Committee filed objections to the Hedging Motion arguing, among other things, that the Debtors should be prohibited from maintaining a derivative portfolio in excess of 85 percent of the Debtors' expected future production, and that certain language in the Debtors' proposed order could impermissibly allow receipts from postpetition hedging activity to increase the value of prepetition collateral [Docket Nos. 465, 809].

On August 16, 2016, the Bankruptcy Court entered a final order approving the Hedging Motion [Docket No. 820].

D. Satanta Decommissioning Motion

On November 7, 2016, the Debtors filed *Debtors' Motion for Entry of an Order (A) Authorizing (I) Closure of Plant, (II) Transfer of Plant Capacity, (III) Transfer of Certain Plant Equipment and Assets, and (IV) Termination of Processing Agreement and (B) Approving the (I) Purchase and Sale Agreement, (II) Settlement, and (III) Payment of Severance Obligations and (C) Granting Related Relief* (the "Satanta Decommissioning Motion") [Docket No. 1165]. Pursuant to the Satanta Decommissioning Motion, the Debtors sought authority to: (a) cease operations at the Debtors' fuel-powered Satanta Gas Processing Plant ("Satanta") in Kansas' Hugoton Basin; and (b) transfer Satanta's processing capabilities to the Debtors' nearby electric-powered Jayhawk Gas Processing Plant ("Jayhawk"). The transfer of gas processing capabilities contemplated in the Satanta Decommissioning Motion will allow the Debtors to realize significant long-term savings by avoiding necessary capital expenditures at Satanta while also capturing operational efficiencies at Jayhawk.

On December 1, 2016, the Bankruptcy Court entered a final order approving the Satanta Decommissioning Motion [Docket No. 1236].

E. Other Procedural and Administrative Motions

The Debtors also Filed several other motions subsequent to the Petition Date to further facilitate the smooth and efficient administration of the Chapter 11 Cases and reduce the administrative burdens associated therewith, including:

- Ordinary Course Professionals Motion. On June 1, 2016, the Debtors Filed the *Debtors' Motion for Entry of an Order Authorizing the Retention and Compensation of Certain Professionals Utilized in the Ordinary Course of Business* [Docket No. 206] (the "OCP Motion"). On June 27, 2016, the Court entered an order granting the OCP Motion [Docket No. 397] (the "OCP Order"). The OCP Order establishes procedures for the retention and compensation of certain professionals utilized by the Debtors in the ordinary course operation of their businesses.

- Claims Bar Date Motion. On July 8, 2016, the Debtors Filed the *Debtors' Motion for Entry of an Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form of and Manner for Filing Proofs of Claim, Including Section 503(b)(9) Requests,*

(IV) Approving Notice of Bar Dates [Docket No. 488] (the "Bar Date Motion"). The Bar Date Motion sought entry of an order approving: (a) September 16, 2016, at 5:00 p.m. (prevailing Central Time), as the deadline for all non-Governmental Units to File Claims in the Chapter 11 Cases; (b) November 7, 2016, at 5:00 p.m. (prevailing Central Time) as the deadline for all Governmental Units to File Claims in the Chapter 11 Cases; (c) procedures for Filing Proofs of Claims; and (d) the form and manner of notice of the bar dates. The Court entered the Bar Date Order, approving the relief requested in the Bar Date Motion on August 4, 2016 [Docket No. 756].

- Interim Compensation Procedures Motion. On June 1, 2016, the Debtors Filed the *Debtors' Motion for Entry of an Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* [Docket No. 205] (the "Interim Compensation Motion"), which sets forth procedures for the interim compensation and reimbursement of expenses of retained Professionals in the Chapter 11 Cases. On July 31, 2016, the Court entered an order approving the Interim Compensation Motion [Docket No. 742] (the "Interim Compensation Order").

- Removal Extension Motion. On August 5, 2016, the Debtors Filed the *Debtors' Motion for Entry of an Order Extending the Time Within Which the Debtors May Remove Actions* [Docket No. 768] (the "Removal Extension Motion"), which seeks entry of an order enlarging the period within which the Debtors may remove actions pursuant to 28 U.S.C. § 1452 and Bankruptcy Rule 9027 by 120 days, up to and including December 7, 2016. On August 15, 2016, the Bankruptcy Court granted the Removal Extension Motion [Docket No. 816].

- Exclusivity Motion. On August 1, 2016, the Debtors filed the *Debtors' Motion to Extend Their Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof* [Docket No. 749] (the "First Exclusivity Motion") seeking to extend by 180 days the Debtors' exclusive period for filing and soliciting votes on a plan of reorganization from September 8, 2016 to March 7, 2017 and November 7, 2016 to May 8, 2017. Subsequently, the Debtors reach an agreement with the Committee on a 130 day extension. The Berry Ad Hoc Group filed an objection to any extension of the exclusivity period [Docket No. 841]. After a hearing, the Bankruptcy Court approved an order as modified to reflect the Debtors' agreement with the Committee, thereby extending the Debtors' exclusive period for filing and soliciting votes on a plan of reorganization to January 16, 2017 and March 17, 2017 [Docket No. 870].

- Contract Procedures Motion. On September 30, 2016, the Debtors filed the *Debtors' Motion for Entry of an Order (i) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (ii) Granting Related Relief* [Docket No. 1033] (the "Contract Procedures Motion") seeking to establish procedures for the rejection, assumption, or assumption and assignment, to the extent applicable, for the Debtors' approximately 25,000 executory contracts and unexpired leases. On November 7, 2016, the Bankruptcy Court granted the Contract Procedures Motion [Docket No. 1153].

- Claims Procedures Motion. On November 8, 2016, the Debtors filed the *Debtors' Amended Motion for Entry of an Order Approving Omnibus Claims Objection Procedures and Filing of Substantive Omnibus Claims Objections* [Docket No. 1168] (the "Claims Procedures Motion") seeking to establish omnibus claims objection procedures in order to expedite and ultimately complete the claims reconciliation process. As of the filing of this Disclosure Statement, the Debtors have received three formal objections to the Claims Procedures Motion, which is set for final hearing on December 8, 2016. The objections to the Claims Procedures Motion are from Dorchester Minerals, LP and Maecenas Minerals LLP [Claim Nos. 3821, 4100, 4505, and 4671], Jennifer McKnight and Scott McKnight [Claim Nos. 5061, 5077, 5107, and 5149] and certain royalty interest holders [Objection Docket No. 1224] (the "Objecting Claims"). In response to the filed objections, the Debtors have proposed to not file omnibus objections with respect to the Objecting Claims and are waiting on a response from the objecting parties thereto.

F. Appointment of Official Creditors' Committee

On May 23, 2016, the U.S. Trustee Filed the *Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 159], notifying parties in interest that the U.S. Trustee had appointed the Committee in the Chapter 11 Cases. The Committee is currently composed of the following members: (a) Wilmington Trust Company; (b) The Bank of New York Mellon Trust Company, N.A.; (c) Sempra Rockies Marketing, LLC; (d) Global One Transport, Inc.; and (d) PCS Ferguson. The Committee has retained Ropes & Gray LLP as its legal counsel, Conway MacKenzie as its restructuring advisor, and has sought court approval for the retention of Gardere as local counsel.

G. Retention of Professionals

The Debtors filed applications for and the Bankruptcy Court entered orders approving the retention of various professionals to assist the Debtors in carrying out their duties as debtors in possession and to represent their interests in the Chapter 11 Cases:

- AlixPartners, LLP, as restructuring advisor [Docket Nos. 201, 395];
- Prime Clerk LLC, as administrative advisor and notice and claims agent [Docket Nos. 7, 79];
- Lazard Frẽres & Co. LLC., as investment banker [Docket Nos. 202, 555];
- Kirkland & Ellis LLP, as restructuring co-counsel [Docket Nos. 204, 399]; and
- Pricewaterhouse Coopers LLP, as bankruptcy accounting and tax advisors [Docket Nos. 238, 474];
- Munger, Tolles & Olson LLP, as restructuring co-counsel to LAC and Berry with respect to Alleged Conflicts Matters [Docket No. 200 and 394]; and
- Huron Consulting Services LLC, as restructuring advisor to LAC and Berry with respect to Alleged Conflicts Matters [Docket Nos. 199 and 393].

H. Other Litigation Matters

In the ordinary course of business, the Debtors are parties to a number of lawsuits, legal proceedings, collection proceedings, and claims arising out of their business operations. The Debtors cannot predict with certainty the outcome of these lawsuits, legal proceedings, and claims.

With certain exceptions, the Filing of the Chapter 11 Cases operates as a stay with respect to the commencement or continuation of litigation against the Debtors that was or could have been commenced before the commencement of the Chapter 11 Cases. In addition, the Debtors' liability with respect to litigation stayed by the commencement of the Chapter 11 Cases generally is subject to discharge, settlement, and release upon confirmation of a plan under chapter 11, with certain exceptions. Therefore, certain litigation Claims against the Debtors may be subject to discharge in connection with the Chapter 11 Cases.

Following commencement of the Chapter 11 Cases, certain litigation counterparties have Filed, or may File in the future, requests to modify or lift the automatic stay to continue pursuing their prepetition litigation against the Debtors. The Debtors will evaluate all such requests for relief from the automatic stay on a case-by-case basis and object or resolve on a consensual basis, as appropriate.

I. Employee Compensation Plans

The Debtors currently employ approximately 1,500 employees. As is typical for any organization of similar size, scope, and complexity, the Debtors developed programs to encourage and reward exceptional employee performance.

The Debtors historically have provided compensation programs that encourage and reward exceptional performance. The Debtors also have provided classic retention-based incentives for non-insider employees. On June 1, 2016, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Authorizing and Approving the Debtors' (A) Employee Compensation Plan for all Non-Insider Employees, (B) Critical Employee Recognition Program, and (C) Executive Incentive Plan, and (II) Granting Related Relief* [Docket No. 207] (the "Compensation Motion"), seeking authority to pay, in the ordinary course of business: (1) cash distributions to all non-insider employees for each of the final three quarters of the 2016 performance period; (2) two lump sum cash payments in September 2016 and September 2017 to 106 critical, non-insider employees; and (3) cash distributions to six insider employees in the event that they satisfy certain performance metrics.

On June 27, 2016, the Bankruptcy Court entered an order granting the Compensation Motion with respect to the non-insider payments [Docket No. 405]. Subsequently, the Office of the United States Trustee for the Southern District of Texas filed an objection to the continuation of the insider payment plan as articulated in the Compensation Motion [Docket No. 582]. As a result, the Debtors' submitted a reply to the Trustee's objection containing proposed modifications that adjusted not only the total amount of payments under the insider program, but the way in which it measures the insiders' performance [Docket No. 672]. The Bankruptcy Court granted the Debtors' Compensation Motion with respect to the insider payments as modified on August 1, 2016 [Docket No. 753].

J. Rejection and Assumption of Executory Contracts and Unexpired Leases

Prior to the Petition Date and in the ordinary course of business, the Debtors entered into certain Executory Contracts and Unexpired Leases. The Debtors, with the assistance of their advisors, are reviewing the Executory Contracts and Unexpired Leases to identify contracts and leases to either assume or reject pursuant to sections 365 or 1123 of the Bankruptcy Code.

On May 11, 2015, the Debtors Filed the *Debtors' Motion for Entry of an Order Authorizing Rejection of Certain Executory Contracts and Unexpired Lease Effective Nunc Pro Tunc to the Petition Date* [Docket No. 17] (the "Rejection Motion"), seeking authority to reject Executory Contracts and Unexpired Leases. On June 27, 2016, the Court entered an order (the "Rejection Order") granting the relief requested with respect to all but two of the agreements referenced in the Rejection Motion [Docket No. 258]. Pursuant to the Rejection Order, a final determination with respect to agreements not rejected pursuant to the Rejection Order was continued to a later date. Such matters were resolved via two separate stipulations and agreed orders entered on September 12, 2016 [Docket No. 956] and October 5, 2016 [Docket No. 1042], respectively.

On July 22, 2016, the Debtors filed *Debtors' Motion for Entry of an Order Extending the Time Within Which the Debtors Must Assume or Reject Unexpired Leases of Nonresidential Real Property* [Docket No. 651] (the "Rejection Extension Motion").[11] Given the large number of unexpired leases to which the Debtors are a party, the Debtors Filed the Rejection Extension Motion seeking entry of an order extending by 90 days the time period within which the Debtors must assume or reject unexpired leases of nonresidential real property so that the Debtors may fully and adequately address and appraise the complexities inherent in the leases. On August 18, 2016, the Bankruptcy Court entered an order granting the Rejection Extension Motion [Docket No. 829].

Subsequent to the Rejection Extension Motion, the Debtors have filed four separate motions to reject or assume executory contracts or unexpired leases. The first of these motions (the "Enterprise Rejection Motion") was filed by the Debtors on August 11, 2016 seeking to reject a gas purchasing agreement with Enterprise Products Operating LLC ("Enterprise") [Docket No. 784]. No objections were made to the Enterprise Rejection Motion and on September 7, 2016, this Court granted the Enterprise Rejection without hearing [Docket No. 918]. On November 8, 2016, the Debtors moved: (a) to reject certain of their gas processing agreements with Williams Field Services Company, LLC; and (b) for authorization to enter into a new gas processing agreement with Enterprise Gas Processing, LLC (the "Williams Rejection Motion") [Docket No. 1166]. On December 1, 2016, the Bankruptcy Court entered an order granting the Williams Rejection Motion [Docket No. 1242]..

In addition, the Debtors have also sought to: (a) assume the unexpired lease for Berry's corporate offices in Bakersfield, California (the "Bakersfield Assumption Motion") [Docket No. 1043]; (b) assume an amended gas gathering agreement with Enlink Midstream Services, LLC (the "Enlink Assumption Motion") [Docket No. 1014]; and (c) assume certain oil and gas leases in the state of Kansas and on federal or tribal lands [Docket No. 1239] (the "Kansas/Tribal

[11] The Rejection Extension Motion was amended to include the correct negative notice language as required by LR 9013-1(b) [Docket No. 652].

Assumption Motion"). Pursuant to the Enlink Assumption Motion, the Debtors also sought authorization to enter into a new gas gathering agreement with Enlink Oklahoma Gas Processing, LP. No objections were filed in response to either the Bakersfield Assumption Motion or the Enlink Assumption Motion, and after holding an uncontested hearing on October 27, 2016, the Bankruptcy Court granted both Motions [Docket Nos. 1122 and 1123]. The Kansas/Tribal Motion is set for hearing on January 24, 2016.

The Debtors may file additional motions seeking to assume or reject certain Executory Contracts or Unexpired Leases. Additionally, the Plan Supplement will include information regarding the assumption or rejection of the remaining Executory Contracts and Unexpired Leases. Any Executory Contracts or Unexpired Leases not addressed during the Chapter 11 Cases will be treated in accordance with Article V of the Plan.

K. Mortgage Lien Analysis.

With the assistance of their advisors, the Debtors have sought to determine the extent and identity of their assets that are pledged as security under the LINN Credit Agreement and the Berry Credit Agreement. [12] Although the analysis remains ongoing, the Debtors have concluded that at least 86 percent of the value of the properties listed on the LINN Debtors' most recent reserve report is LINN Collateral. At least 74 percent of the value of the properties listed on Berry's most recent reserve report secure the Berry First Lien Credit Facility.

The Debtors' analysis is the product of many months of coordinated work between the Debtors' internal land and legal teams, the Debtors' external counsel and restructuring advisors, and local counsel engaged by the Debtors across a variety of the jurisdictions in which the Debtors' assets are located. The analysis underwent numerous rounds of revision in light of additional data, supplemental legal issues raised by assets located in certain areas, and feedback and questions from various external parties claiming interests in the assets. The Debtors invested significant time in informing these stakeholders as to the methods used to reach and revise the collateral determinations. At times this collaboration involved the coordination of joint calls with local counsel, the sharing of legal memoranda prepared by local counsel, joint calls and meetings with the Debtors' restructuring advisors, the provision of additional land and other legal records by the company, and the facilitation of follow-up research by local counsel.

L. Committee Investigation.

In accordance with the Cash Collateral Order, the Committee has conducted an investigation of the validity, enforceability and priority of the Debtor Stipulations (as defined in the Cash Collateral Order) related to the Prepetition First Priority Linn Liens (as defined in the Cash Collateral Order) and potential estate claims and causes of action of the LINN Debtors. Any and all such potential claims and causes of action are being settled pursuant to the terms of the Plan. The Committee believes that such settlement, when considered in conjunction with the settlement of General Unsecured Claims and other settlements in the Plan, meets the legal standard for approval under Rule 9019. However, the Committee reserves all of its rights with respect to any such potential claims and causes of action in the event the Plan is not confirmed.

[12] The LINN Second Lien Indenture provides that the LINN Second Lien Notes must be secured by all assets securing the LINN Credit Agreement.

IX. RISK FACTORS

Holders of Claims should read and consider carefully the risk factors set forth below before voting to accept or reject the Plan. Although there are many risk factors discussed below, these factors should not be regarded as constituting the only risks present in connection with the LINN Debtors' businesses or the Plan and its implementation.

A. Bankruptcy Law Considerations

The occurrence or non-occurrence of any or all of the following contingencies, and any others, could affect distributions available to Holders of Allowed Claims under the Plan but will not necessarily affect the validity of the vote of the Impaired Classes to accept or reject the Plan or necessarily require a re-solicitation of the votes of Holders of Claims in such Impaired Classes.

1. Parties in Interest May Object to the Plan's Classification of Claims and Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The LINN Debtors believe that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the LINN Debtors created Classes of Claims and Interests each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Court will reach the same conclusion.

2. The Conditions Precedent to the Effective Date of the Plan May Not Occur

As more fully set forth in Article IX of the Plan, the Confirmation Date and the Effective Date of the Plan are subject to a number of conditions precedent. If such conditions precedent are not met or waived, the Confirmation Date or the Effective Date will not take place.

3. The LINN Debtors May Fail to Satisfy Vote Requirements

If votes are received in number and amount sufficient to enable the Court to confirm the Plan, the LINN Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the LINN Debtors may seek to confirm an alternative chapter 11 plan or proceed with a sale of all or substantially all of the LINN Debtors' assets pursuant to section 363 of the Bankruptcy Code. There can be no assurance that the terms of any such alternative chapter 11 plan or sale pursuant to section 363 of the Bankruptcy Code would be similar or as favorable to the Holders of Allowed Claims as those proposed in the Plan.

4. The LINN Debtors May Not Be Able to Secure Confirmation of the Plan

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan, and requires, among other things, a finding by the Court that: (a) such plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting Holders of claims and equity interests within a particular class under such plan will not be less than the value of distributions such Holders would receive if the LINN Debtors were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Court will confirm the Plan. A non-accepting Holder of an Allowed Claim might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Court determines that this Disclosure Statement, the balloting procedures, and voting results are appropriate, the Court could still decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation are not met. If a chapter 11 plan of reorganization is not confirmed by the Court, it is unclear whether the LINN Debtors will be able to reorganize their business and what, if anything, Holders of Allowed Claims against them would ultimately receive on account of such Allowed Claims.

Confirmation of the Plan is also subject to certain conditions as described in Article IX of the Plan. If the Plan is not confirmed, it is unclear what distributions, if any, Holders of Allowed Claims will receive on account of such Allowed Claims.

The LINN Debtors, subject to the terms and conditions of the Plan, the LINN RSA, and the LINN Backstop Agreement reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications could result in less favorable treatment of any non-accepting Class, as well as any Class junior to such non-accepting Class, than the treatment currently provided in the Plan. Such a less favorable treatment could include a distribution of property with a lesser value than currently provided in the Plan or no distribution whatsoever under the Plan.

5. Nonconsensual Confirmation

In the event that any impaired class of claims or interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm a plan at the proponents' request if at least one impaired class (as defined under section 1124 of the Bankruptcy Code) has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired class(es). The LINN Debtors believe that the Plan satisfies these requirements, and the LINN Debtors may request such nonconsensual Confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, there can be no

assurance that the Court will reach this conclusion. In addition, the pursuit of nonconsensual Confirmation or Consummation of the Plan may result in, among other things, increased expenses relating to professional compensation.

6. Continued Risk upon Confirmation

Even if the Plan is consummated, the LINN Debtors will continue to face a number of risks, including certain risks that are beyond their control, such as further deterioration or other changes in economic conditions, changes in the industry, potential revaluing of their assets due to chapter 11 proceedings, changes in consumer demand for, and acceptance of, their oil and natural gas, and increasing expenses. Some of these concerns and effects typically become more acute when a case under the Bankruptcy Code continues for a protracted period without indication of how or when the case may be completed. As a result of these risks and others, there is no guarantee that a chapter 11 plan of reorganization reflecting the Plan will achieve the LINN Debtors' stated goals.

In addition, at the outset of the Chapter 11 Cases, the Bankruptcy Code provides the LINN Debtors with the exclusive right to propose the Plan and prohibits creditors and others from proposing a plan. The LINN Debtors will have retained the exclusive right to propose the Plan upon Filing their Petitions. If the Court terminates that right, however, or the exclusivity period expires, there could be a material adverse effect on the LINN Debtors' ability to achieve confirmation of the Plan in order to achieve the LINN Debtors' stated goals.

Furthermore, even if the LINN Debtors' debts are reduced and/or discharged through the Plan, the LINN Debtors may need to raise additional funds through public or private debt or equity financing or other various means to fund the LINN Debtors' businesses after the completion of the proceedings related to the Chapter 11 Cases. Adequate funds may not be available when needed or may not be available on favorable terms.

7. The Chapter 11 Cases May Be Converted to Cases under Chapter 7 of the Bankruptcy Code

If the Court finds that it would be in the best interest of creditors and/or the debtor in a chapter 11 case, the Court may convert a chapter 11 bankruptcy case to a case under chapter 7 of the Bankruptcy Code. In such event, a chapter 7 trustee would be appointed or elected to liquidate the debtor's assets for distribution in accordance with the priorities established by the Bankruptcy Code. The LINN Debtors believe that liquidation under chapter 7 would result in significantly smaller distributions being made to creditors than those provided for in a chapter 11 plan because of (a) the likelihood that the assets would have to be sold or otherwise disposed of in a disorderly fashion over a short period of time rather than reorganizing or selling in a controlled manner affecting the business as a going concern, (b) additional administrative expenses involved in the appointment of a chapter 7 trustee, and (c) additional expenses and Claims, some of which would be entitled to priority, that would be generated during the liquidation, including Claims resulting from the rejection of Unexpired Leases and other Executory Contracts in connection with cessation of operations.

Further, conversion to a case under chapter 7 is a Creditor Termination Event, as that term is defined in the LINN RSA. Occurrence of a Creditor Termination Event entitles, but does

not require, the Required Consenting LINN Creditors to terminate the LINN RSA (as more fully set forth therein). The LINN Debtors anticipate that such parties would exercise their termination rights under the LINN RSA if the Chapter 11 Cases converted to cases under chapter 7 of the Bankruptcy Code.

8. The LINN Debtors May Object to the Amount or Classification of a Claim

Except as otherwise provided in the Plan, the LINN Debtors reserve the right to object to the amount or classification of any Claim under the Plan. The estimates set forth in this Disclosure Statement cannot be relied upon by any Holder of a Claim where such Claim is subject to an objection. Any Holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

9. Risk of Non-Occurrence of the Effective Date

Although the LINN Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing or as to whether the Effective Date will, in fact, occur. If the Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan, the Disclosure Statement, the LINN RSA, and the LINN Backstop Agreement shall: (a) constitute a waiver or release of any Claims by or Claims against or Interests in the LINN Debtors; (b) prejudice in any manner the rights of the LINN Debtors, any Holder of a Claim or Interest or any other Entity; (c) constitute an admission, acknowledgment, offer, or undertaking by the LINN Debtors, any Holders of Claims or Interests, or any other Entity in any respect; or (d) be used by the LINN Debtors or any Entity as evidence (or otherwise) in any litigation, including with regard to the strengths or weaknesses of any of the parties' positions, arguments or claims.

10. Contingencies Could Affect Votes of Impaired Classes to Accept or Reject the Plan

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

The estimated Claims and creditor recoveries set forth in this Disclosure Statement are based on various assumptions, and the actual Allowed amounts of Claims may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may vary from the estimated Claims contained in this Disclosure Statement. Moreover, the LINN Debtors cannot determine with any certainty at this time, the number or amount of Claims that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the percentage recoveries to Holders of Allowed Claims under the Plan.

11. Releases, Injunctions, and Exculpations Provisions May Not Be Approved

Article VIII of the Plan provides for certain releases, injunctions, and exculpations, including a release of liens and third-party releases that may otherwise be asserted against the LINN Debtors, Reorganized Debtors, or Released Parties, as applicable. The releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be approved. If the releases are not approved, certain Released Parties may withdraw their support for the Plan.

B. Risks Related to Recoveries under the Plan

1. The LINN Debtors May Not Be Able to Achieve their Projected Financial Results

Reorganized LINN may not be able to achieve their projected financial results. The Financial Projections set forth in this Disclosure Statement represent the LINN Debtors' management team's best estimate of the LINN Debtors' future financial performance, which is necessarily based on certain assumptions regarding the anticipated future performance of Reorganized LINN' operations, as well as the United States and world economies in general, and the industry segments in which the LINN Debtors operate in particular. While the LINN Debtors believe that the financial projections contained in this Disclosure Statement are reasonable, there can be no assurance that they will be realized. If the LINN Debtors do not achieve their projected financial results, the value of the Reorganized LINN Common Stock may be negatively affected and the LINN Debtors may lack sufficient liquidity to continue operating as planned after the Effective Date. Moreover, the financial condition and results of operations of Reorganized LINN from and after the Effective Date may not be comparable to the financial condition or results of operations reflected in the LINN Debtors' historical financial statements.

2. The Reorganized LINN's New Common Equity May Not Be Publicly Traded

The Reorganized LINN Common Stock to be issued under the Plan may not initially be listed on or traded on any nationally recognized market or exchange. Accordingly, there can be no assurance that an active trading market for the Reorganized LINN Common Stock will develop, nor can any assurance be given as to the prices at which such stock might be traded. In the event an active trading market does not develop, the ability to transfer or sell the Reorganized LINN Common Stock may be substantially limited. Finally, there can be no assurance that even if an active trading market does develop, that such shares will trade at prices that are anywhere near (and in fact, may be materially different) to the recovery percentages as set forth in the Disclosure Statement.

3. Certain Holders of Equity Issued Under the Plan May Be Restricted in their Ability to Transfer or Sell their Securities

To the extent that the LINN Rights and the Reorganized LINN Common Stock issued under the Plan are covered by section 1145(a) of the Bankruptcy Code, they may be resold by the Holders thereof without registration under the Securities Act unless the Holder is an "underwriter," as defined in section 1145(b) of the Bankruptcy Code with respect to such

securities; provided, however, such rights or shares of such stock will not be freely tradable if, at the time of transfer, the Holder is an "affiliate" of Reorganized LINN as defined in Rule 144(a)(1) under the Securities Act or had been such an "affiliate" within 90 days of such transfer. Such affiliate Holders would only be permitted to sell such securities without registration if they are able to comply with an applicable exemption from registration, including Rule 144 under the Securities Act. Resales by Persons who receive LINN Rights and Reorganized LINN Common Stock pursuant to the Plan that are deemed to be "underwriters" would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or applicable law. Such Persons would only be permitted to sell such securities without registration if they are able to comply with an applicable exemption from registration, including Rule 144 under the Securities Act.

The unsubscribed shares of Reorganized LINN Common Stock purchased by the LINN Backstop Parties pursuant to the LINN Backstop Agreement (which excludes any shares issued on account of the LINN Backstop Commitment Premium) will be issued in reliance upon section (4)(a)(2) of the Securities Act or Regulation D promulgated thereunder, and each will be "restricted securities" subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration or an applicable exemption from registration under the Securities Act and other applicable law.

LINN Rights and Reorganized LINN Common Stock will not be registered under the Securities Act or any state securities laws, and the LINN Debtors make no representation regarding the right of any Holder of LINN Rights and Reorganized LINN Common Stock to freely resell such shares. *See* Article XII to this Disclosure Statement, entitled "CERTAIN SECURITIES LAW MATTERS," which begins on page 3.]

4. Certain Securities Law Implications of the Plan

Holders of Allowed Claims should carefully review Article XII of this Disclosure Statement, entitled CERTAIN SECURITIES LAW MATTERS.

5. The LINN Debtors May Not Be Able to Accurately Report Their Financial Results

The LINN Debtors have established internal controls over financial reporting. However, internal controls over financial reporting may not prevent or detect misstatements or omissions in the LINN Debtors' financial statements because of their inherent limitations, including the possibility of human error, and the circumvention or overriding of controls or fraud. Therefore, even effective internal controls can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements. If the LINN Debtors fail to maintain the adequacy of their internal controls, the LINN Debtors may be unable to provide financial information in a timely and reliable manner within the time periods required for the LINN Debtors' financial reporting under SEC rules and regulations and the terms of the agreements governing the LINN Debtors' indebtedness. Any such difficulties or failure could materially adversely affect the LINN Debtors' business, results of operations, and financial condition. Further, the LINN Debtors may discover other internal control deficiencies in the future and/or fail to adequately correct previously identified control deficiencies, which could materially adversely affect the LINN Debtors' businesses, results of operations, and financial condition.

C. Risks Related to the LINN Debtors' and Reorganized LINN's Businesses

1. Reorganized LINN May Not Be Able to Generate Sufficient Cash to Service All of their Indebtedness

Reorganized LINN's ability to make scheduled payments on, or refinance their debt obligations, depends on Reorganized LINN's financial condition and operating performance, which are subject to prevailing economic, industry, and competitive conditions and to certain financial, business, legislative, regulatory, and other factors beyond Reorganized LINN's control. Reorganized LINN may be unable to maintain a level of cash flow from operating activities sufficient to permit Reorganized LINN to pay the principal, premium, if any, and interest on their indebtedness, including, without limitation, anticipated borrowings under the LINN Exit Facility upon emergence.

2. The LINN Debtors Will Be Subject to the Risks and Uncertainties Associated with the Chapter 11 Cases

For the duration of the Chapter 11 Cases, the LINN Debtors' ability to operate, develop, and execute a business plan, and continue as a going concern, will be subject to the risks and uncertainties associated with bankruptcy. These risks include the following: (a) ability to develop, confirm, and consummate the Restructuring Transactions specified in the Plan; (b) ability to obtain Court approval with respect to motions Filed in the Chapter 11 Cases from time to time; (c) ability to maintain relationships with suppliers, service providers, customers, employees, royalty interest Holders, working interest Holders, and other third parties; (d) ability to maintain contracts that are critical to the LINN Debtors' operations; (e) ability of third parties to seek and obtain Court approval to terminate contracts and other agreements with the LINN Debtors; (f) ability of third parties to seek and obtain Court approval to terminate or shorten the exclusivity period for the LINN Debtors to propose and confirm a chapter 11 plan, to appoint a chapter 11 trustee, or to convert the Chapter 11 Cases to chapter 7 proceedings; and (g) the actions and decisions of the LINN Debtors' creditors and other third parties who have interests in the Chapter 11 Cases that may be inconsistent with the LINN Debtors' plans.

These risks and uncertainties could affect the LINN Debtors' businesses and operations in various ways. For example, negative events associated with the Chapter 11 Cases could adversely affect the LINN Debtors' relationships with suppliers, service providers, customers, employees, and other third parties, which in turn could adversely affect the LINN Debtors' operations and financial condition. Also, the LINN Debtors will need the prior approval of the Court for transactions outside the ordinary course of business, which may limit the LINN Debtors' ability to respond timely to certain events or take advantage of certain opportunities. Because of the risks and uncertainties associated with the Chapter 11 Cases, the LINN Debtors cannot accurately predict or quantify the ultimate impact of events that occur during the Chapter 11 Cases that may be inconsistent with the LINN Debtors' plans.

3. Operating in Bankruptcy for a Long Period of Time May Harm the LINN Debtors' Businesses

The LINN Debtors' future results will be dependent upon the successful confirmation and implementation of a plan of reorganization. A long period of operations under Court protection

could have a material adverse effect on the LINN Debtors' businesses, financial condition, results of operations, and liquidity. So long as the proceedings related to the Chapter 11 Cases continue, senior management will be required to spend a significant amount of time and effort dealing with the reorganization instead of focusing exclusively on business operations. A prolonged period of operating under Court protection also may make it more difficult to retain management and other key personnel necessary to the success and growth of the LINN Debtors' businesses. In addition, the longer the proceedings related to the Chapter 11 Cases continue, the more likely it is that customers and suppliers will lose confidence in the LINN Debtors' ability to reorganize their businesses successfully and will seek to establish alternative commercial relationships.

So long as the proceedings related to the Chapter 11 Cases continue, the LINN Debtors will be required to incur substantial costs for professional fees and other expenses associated with the administration of the Chapter 11 Cases. Furthermore, the LINN Debtors cannot predict the ultimate amount of all settlement terms for the liabilities that will be subject to a plan of reorganization. Even after a plan of reorganization is approved and implemented, Reorganized LINN's operating results may be adversely affected by the possible reluctance of prospective lenders and other counterparties to do business with a company that recently emerged from bankruptcy protection.

4. Financial Results May Be Volatile and May Not Reflect Historical Trends

During the Chapter 11 Cases, the LINN Debtors expect that their financial results will continue to be volatile as asset impairments, asset dispositions, restructuring activities and expenses, contract terminations and rejections, and claims assessments significantly impact the LINN Debtors' consolidated financial statements. As a result, the LINN Debtors' historical financial performance likely will not be indicative of their financial performance after the Petition Date.

In addition, if the LINN Debtors emerge from chapter 11, the amounts reported in subsequent consolidated financial statements may materially change relative to historical consolidated financial statements, including as a result of revisions to the LINN Debtors' operating plans pursuant to a plan of reorganization. The LINN Debtors also may be required to adopt fresh start accounting, in which case their assets and liabilities will be recorded at fair value as of the fresh start reporting date, which may differ materially from the recorded values of assets and liabilities on the LINN Debtors' consolidated balance sheets. The LINN Debtors' financial results after the application of fresh start accounting also may be different from historical trends.

5. The LINN Debtors' Substantial Liquidity Needs May Impact Production Levels and Revenue

The LINN Debtors' principal sources of liquidity historically have been cash flow from operations, sales of oil and natural gas properties, borrowings under the LINN First Lien Credit Facility and the Berry First Lien Credit Facility, and issuances of debt or equity securities. If the LINN Debtors' cash flow from operations remains depressed or decreases as a result of lower commodity prices or otherwise, the LINN Debtors' ability to expend the capital necessary to

replace proved reserves, maintain leasehold acreage, or maintain current production may be limited, resulting in decreased production and proved reserves over time.

The LINN Debtors face uncertainty regarding the adequacy of their liquidity and capital resources and have extremely limited, if any, access to additional financing. In addition to the cash necessary to fund ongoing operations, the LINN Debtors have incurred significant professional fees and other costs in connection with preparing for the Chapter 11 Cases and expect to continue to incur significant professional fees and costs throughout the Chapter 11 Cases. The LINN Debtors cannot guarantee that cash on hand and cash flow from operations will be sufficient to continue to fund their operations and allow the LINN Debtors to satisfy obligations related to the Chapter 11 Cases until the LINN Debtors are able to emerge from bankruptcy protection.

The LINN Debtors' liquidity, including the ability to meet ongoing operational obligations, will be dependent upon, among other things: (a) ability to comply with the terms and conditions of any cash collateral order entered by the Court in connection with the Chapter 11 Cases; (b) ability to maintain adequate cash on hand; (c) ability to generate cash flow from operations; (d) ability to develop, confirm, and consummate a chapter 11 plan or other alternative restructuring transaction; and (e) the cost, duration, and outcome of the Chapter 11 Cases. The LINN Debtors' ability to maintain adequate liquidity depends, in part, upon industry conditions and general economic, financial, competitive, regulatory, and other factors beyond the LINN Debtors' control. In the event that cash on hand and cash flow from operations are not sufficient to meet the LINN Debtors' liquidity needs, the LINN Debtors may be required to seek additional financing. The LINN Debtors can provide no assurance that additional financing would be available or, if available, offered to the LINN Debtors on acceptable terms. The LINN Debtors' access to additional financing is, and for the foreseeable future likely will continue to be, extremely limited if it is available at all.

6. Oil and Natural Gas Prices Are Volatile, and Continued Low Oil or Natural Gas Prices Could Materially Adversely Affect the LINN Debtors' Businesses, Results of Operations, and Financial Condition

The LINN Debtors' revenues, profitability and the value of the LINN Debtors' properties substantially depend on prevailing oil and natural gas prices. Oil and natural gas are commodities, and therefore, their prices are subject to wide fluctuations in response to changes in supply and demand. Oil and natural gas prices historically have been volatile and are likely to continue to be volatile in the future, especially given current economic and geopolitical conditions. During 2015, NYMEX-WTI[13] oil prices fell from an already depressed $60 per Bbl[14] to as low as $35 per Bbl, with prices continuing to fall to a 13-year low of just $26.55 per Bbl as of close of markets on January 20, 2016. Over the same period, Henry Hub[15] natural gas prices

[13] West Texas Intermediate light sweet crude oil delivered to Cushing, Oklahoma and listed with the New York Mercantile Exchange.

[14] "Bbl," or "barrel," is a unit of volume for crude oil and petroleum products. One bbl equals approximately 42 U.S. gallons.

[15] Natural gas delivered to the Henry Hub in Louisiana and listed on the New York Mercantile Exchange.

fell from as high as $3.70 per MMBtu to as low as $1.76 per MMBtu. Prices as of September 30, 2016, were $48.24 per Bbl for oil and $2.91 per MMBtn for natural gas. The LINN Debtors expect such volatility to continue in the future. The prices for oil and natural gas are subject to a variety of factors beyond the LINN Debtors' control, such as:

- the current uncertainty in the global economy;
- changes in global supply and demand for oil and natural gas;
- the condition of the United States and global economies;
- the actions of certain foreign countries;
- the price and quantity of imports of foreign oil and natural gas;
- political conditions, including embargoes, war or civil unrest in or affecting other oil producing activities of certain countries;
- the level of global oil and natural gas exploration and production activity;
- the level of global oil and natural gas inventories;
- production or pricing decisions made by the Organization of Petroleum Exporting Countries ("OPEC");
- weather conditions;
- technological advances affecting energy consumption; and
- the price and availability of alternative fuels.

Oil and natural gas prices affect the amount of cash flow available to the LINN Debtors to meet their financial commitments and fund capital expenditures. Moreover, prior to the Petition Date, the LINN Debtors had terminated most of their then outstanding commodity derivative contracts, meaning substantially all of the LINN Debtors' estimated production is exposed to commodity price volatility. Oil and natural gas prices also impact the LINN Debtors' ability to borrow money and raise additional capital. Lower oil and natural gas prices may not only decrease the LINN Debtors' revenues on a per-unit basis, but also may reduce the amount of oil and natural gas that the LINN Debtors can produce economically in the future. Higher operating costs associated with any of the LINN Debtors' oil or natural gas fields will make their profitability more sensitive to oil or natural gas price declines. A sustained decline in oil or natural gas prices may materially and adversely affect the LINN Debtors' future business, financial condition, results of operations, liquidity or ability to finance planned capital expenditures. In addition, a sustained decline in oil or natural gas prices might result in substantial downward estimates of the LINN Debtors' proved reserves. As a result, if there is a further decline or sustained depression in commodity prices, the LINN Debtors may, among other things, be unable to maintain or increase their borrowing capacity, meet their debt obligations or other financial commitments, or obtain additional capital, all of which could

materially adversely affect the LINN Debtors' businesses, results of operations, and financial condition.

7. Drilling for and Producing Oil and Natural Gas Are High Risk Activities with Many Uncertainties that Could Adversely Affect the LINN Debtors' Business, Financial Condition and Results of Operations

The LINN Debtors' future success will depend on, among other things, the success of their development and production activities. The LINN Debtors' decisions to purchase, develop, or exploit properties will depend in part on the evaluation of data obtained through geophysical and geological analysis, production data and engineering studies, the results of which are often inconclusive or subject to varying interpretations. The LINN Debtors' costs of drilling and operating wells are often uncertain before drilling commences. Overruns in budgeted expenditures are common risks that can make a particular project uneconomical. Further, the LINN Debtors' future business, financial condition, results of operations, liquidity, or ability to finance planned capital expenditures could be materially and adversely affected by any factor that may curtail, delay, or cancel drilling, including the following:

- delays imposed by or resulting from compliance with regulatory requirements;
- unusual or unexpected geological formations;
- pressure or irregularities in geological formations;
- shortages of or delays in obtaining equipment and qualified personnel;
- equipment malfunctions, failures, or accidents;
- unexpected operational events and drilling conditions;
- pipe or cement failures;
- casing collapses;
- lost or damaged oilfield drilling and service tools;
- loss of drilling fluid circulation;
- uncontrollable flows of oil, natural gas, and fluids;
- fires and natural disasters;
- environmental hazards, such as natural gas leaks, oil spills, pipeline ruptures, and discharges of toxic gases;
- adverse weather conditions;
- decreases in oil and natural gas prices;

- oil and natural gas property title problems; and
- market limitations for oil and natural gas.

If any of these factors were to occur with respect to a particular field, the LINN Debtors could lose all or a part of their investment in the field, or they could fail to realize the expected benefits from the field, either of which could materially and adversely affect their revenue and profitability.

8. Commodity Prices and Hedging May Present Additional Risks

The Hedging Motion authorizes the LINN Debtors to perform under new Hedging and Trading Arrangements on a postpetition basis. If the LINN Debtors are unable or unwilling to enter into commodity derivatives in the future on favorable terms, the LINN Debtors could be more affected by changes in commodity prices than their competitors that engage in favorable hedging arrangements. The LINN Debtors' inability to hedge the risk of low commodity prices in the future, on favorable terms or at all, could have a material adverse impact on their businesses, financial condition, and results of operations.

The LINN Debtors' entry into commodity derivatives may limit the benefit the LINN Debtors would receive from increases in commodity prices. These arrangements would also expose the LINN Debtors to risk of financial losses in some circumstances, including the following: (a) the LINN Debtors' production could be materially less than expected; or (b) the counterparties to the contracts could fail to perform their contractual obligations.

If the LINN Debtors' actual production and sales for any period are less than the production covered by any commodity derivatives (including reduced production due to operational delays) or if the LINN Debtors are unable to perform their exploration and development activities as planned, the LINN Debtors might be required to satisfy a portion of their obligations under those commodity derivatives without the benefit of the cash flow from the sale of that production, which may materially impact the LINN Debtors' liquidity. Additionally, if market prices for production exceed collar ceilings or swap prices, the LINN Debtors would be required to make cash payments, which could materially adversely affect their liquidity.

9. Reorganized LINN May Be Adversely Affected by Potential Litigation, Including Litigation Arising Out of the Chapter 11 Cases

In the future, Reorganized LINN may become party to litigation. In general, litigation can be expensive and time consuming to bring or defend against. Such litigation could result in settlements or damages that could significantly affect Reorganized LINN's financial results. It is also possible that certain parties will commence litigation with respect to the treatment of their Claims under the Plan. It is not possible to predict the potential litigation that Reorganized LINN may become party to, nor the final resolution of such litigation. The impact of any such litigation on Reorganized LINN's businesses and financial stability, however, could be material.

10. The Loss of Key Personnel Could Adversely Affect the LINN Debtors' Operations

The LINN Debtors' operations are dependent on a relatively small group of key management personnel, including the LINN Debtors' executive officers. The LINN Debtors' recent liquidity issues and the Chapter 11 Cases have created distractions and uncertainty for key management personnel and employees. As a result, the LINN Debtors may experience increased levels of employee attrition. Because competition for experienced personnel in the oil and gas industry can be significant, the LINN Debtors may be unable to find acceptable replacements with comparable skills and experience and the loss of such key management personnel could adversely affect the LINN Debtors' ability to operate their businesses. In addition, a loss of key personnel or material erosion of employee morale at the corporate and/or field levels could have a material adverse effect on the LINN Debtors' ability to meet customer and counterparty expectations, thereby adversely affecting the LINN Debtors' businesses and the results of operations.

11. Certain Claims May Not Be Discharged and Could Have a Material Adverse Effect on the LINN Debtors' Financial Condition and Results of Operations

The Bankruptcy Code provides that the confirmation of a plan of reorganization discharges a debtor from substantially all debts arising prior to confirmation. With few exceptions, all Claims that arise prior to the LINN Debtors' Filing of their Petitions or before confirmation of the plan of reorganization (a) would be subject to compromise and/or treatment under the plan of reorganization and/or (b) would be discharged in accordance with the terms of the plan of reorganization. Any Claims not ultimately discharged through a plan of reorganization could be asserted against the reorganized Entity and may have an adverse effect on Reorganized LINN's financial condition and results of operations on a post-reorganization basis.

X. SOLICITATION AND VOTING PROCEDURES

This Disclosure Statement, which is accompanied by a Ballot or Ballots to be used for voting on the Plan, is being distributed to the Holders of Claims in those Classes that are entitled to vote to accept or reject the Plan. The procedures and instructions for voting and related deadlines are set forth in the exhibits annexed to the Disclosure Statement Order, which is attached hereto as **Exhibit D**.

The Disclosure Statement Order is incorporated herein by reference and should be read in conjunction with this Disclosure Statement and in formulating a decision to vote to accept or reject the Plan.

THE DISCUSSION OF THE SOLICITATION AND VOTING PROCESS SET FORTH IN THIS DISCLOSURE STATEMENT IS ONLY A SUMMARY. PLEASE REFER TO THE DISCLOSURE STATEMENT ORDER ATTACHED HERETO FOR A MORE COMPREHENSIVE DESCRIPTION OF THE SOLICITATION AND VOTING PROCESS.

A. Holders of Claims Entitled to Vote on the Plan

Under the provisions of the Bankruptcy Code, not all Holders of claims against a debtor are entitled to vote on a chapter 11 plan. The table in section IV.C of this Disclosure Statement, entitled "Am I entitled to vote on the Plan?," which begins on page 3, provides a summary of the status and voting rights of each Class (and, therefore, of each Holder within such Class absent an objection to the Holder's Claim) under the Plan.

As shown in the table, the LINN Debtors are soliciting votes to accept or reject the Plan only from Holders of Claims in Classes A3, A4, A5, A6, A7, B3, B4, and B5 (collectively, the "Voting Classes"). The Holders of Claims in the Voting Classes are Impaired under the Plan and may, in certain circumstances, receive a distribution under the Plan. Accordingly, Holders of Claims in the Voting Classes have the right to vote to accept or reject the Plan.

The LINN Debtors are ***not*** soliciting votes from Holders of Claims and Interests in Classes A1, A2, A8, A9, A10, A11, B1, B2, B6, B7, and B8. Additionally, the Disclosure Statement Order provides that certain Holders of Claims in the Voting Classes, such as those Holders whose Claims have been disallowed or are subject to a pending objection, are not entitled to vote to accept or reject the Plan.

B. Voting Record Date

The Voting Record Date is December 2, 2016. The Voting Record Date is the date on which it will be determined which Holders of Claims in the Voting Classes are entitled to vote to accept or reject the Plan and whether Claims have been properly assigned or transferred under Bankruptcy Rule 3001(e) such that an assignee or transferee, as applicable, can vote to accept or reject the Plan as the Holder of a Claim.

C. Voting on the Plan

The Voting Deadline is January 12, 2017, at 4:00 p.m. (prevailing Central Time). In order to be counted as votes to accept or reject the Plan, all ballots must be (a) electronically submitted utilizing the online balloting portal maintained by the Notice and Claims Agent on or before the Voting Deadline; or (b) properly executed, completed, and delivered (either by using the return envelope provided, by first class mail, overnight courier, or personal delivery) so that the ballots are **actually received** by the Notice and Claims Agent on or before the Voting Deadline at the following address:

DELIVERY OF BALLOTS

LINN ENERGY, LLC
C/O PRIME CLERK LLC
830 3RD AVENUE 3RD FLOOR
NEW YORK, NY 10022

If you received an envelope addressed to your nominee, please return your ballot to your nominee, allowing enough time for your nominee to cast your vote on a ballot before the Voting Deadline.

D. Ballots Not Counted

No ballot will be counted toward Confirmation if, among other things: (1) it is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (2) it was transmitted by facsimile, email, or other electronic means other than as specifically set forth in the ballots; (3) it was cast by an Entity that is not entitled to vote on the Plan; (4) it was cast for a Claim listed in the LINN Debtors' Schedules as contingent, unliquidated, or disputed for which the applicable Claims bar date has passed and no Proof of Claim was timely Filed; (5) it was cast for a Claim that is subject to an objection pending as of the Voting Record Date (unless temporarily allowed in accordance with the Disclosure Statement Order); (6) it was sent to the LINN Debtors, the LINN Debtors' agents/representatives (other than the Notice and Claims Agent), the LINN Administrative Agent, an indenture trustee, or the LINN Debtors' financial or legal advisors instead of the Notice and Claims Agent; (7) it is unsigned; or (8) it is not clearly marked to either accept or reject the Plan or it is marked both to accept and reject the Plan. **Please refer to the Disclosure Statement Order for additional requirements with respect to voting to accept or reject the Plan.**

IF YOU HAVE ANY QUESTIONS ABOUT THE SOLICITATION OR VOTING PROCESS, PLEASE CONTACT THE NOTICE AND CLAIMS AGENT TOLL-FREE AT 844-276-3026. ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER WILL NOT BE COUNTED.

XI. CONFIRMATION OF THE PLAN

A. Requirements for Confirmation of the Plan

Among the requirements for Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code are: (1) the Plan is accepted by all Impaired Classes of Claims or Interests, or if rejected by an Impaired Class, the Plan "does not discriminate unfairly" and is "fair and equitable" as to the rejecting Impaired Class; (2) the Plan is feasible; and (3) the Plan is in the "best interests" of Holders of Claims and Interests.

At the Confirmation Hearing, the Court will determine whether the Plan satisfies all of the requirements of section 1129 of the Bankruptcy Code. The LINN Debtors believe that: (1) the Plan satisfies, or will satisfy, all of the necessary statutory requirements of chapter 11; (2) the LINN Debtors have complied, or will have complied, with all of the necessary requirements of chapter 11; and (3) the Plan has been proposed in good faith.

If any Parties intend to seek discovery in connection with Confirmation of the Plan, such Parties are encouraged to seek such discovery as soon as possible, because (1) there is no guarantee that there will be sufficient funds to finance the Chapter 11 Cases if the Confirmation Hearing is delayed due to protracted Plan discovery and (2) a protracted discovery timeline likely would cause the LINN Debtors to breach certain milestones in the LINN RSA and the LINN Backstop Agreement. There can be no guarantee the Restructuring Support Parties will continue to support the Plan, or any other plan of reorganization, in that scenario. Further, if this happens,

as the LINN Debtors have stated previously in the Chapter 11 Cases and elsewhere in this Disclosure Statement, the LINN Debtors may be forced to liquidate, resulting in zero to very low recoveries for all stakeholders.

B. Best Interests of Creditors/Liquidation Analysis

Often called the "best interests" test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each impaired class, that each Holder of a claim or an equity interest in such impaired class either (1) has accepted the plan or (2) will receive or retain under the plan property of a value that is not less than the amount that the non-accepting Holder would receive or retain if the LINN Debtors liquidated under chapter 7.

Attached hereto as **Exhibit E** and incorporated herein by reference is a liquidation analysis (the "Liquidation Analysis") prepared by the LINN Debtors with the assistance of AlixPartners LLP, the LINN Debtors' restructuring advisor. As reflected in the Liquidation Analysis, the LINN Debtors believe that liquidation of the LINN Debtors' businesses under chapter 7 of the Bankruptcy Code would result in substantial diminution in the value to be realized by Holders of Claims as compared to distributions contemplated under the Plan. Consequently, the LINN Debtors and their management believe that Confirmation of the Plan will provide a substantially greater return to Holders of Claims than would a liquidation under chapter 7 of the Bankruptcy Code.

If the Plan is not confirmed, and the LINN Debtors fail to propose and confirm an alternative plan of reorganization, the LINN Debtors' businesses may be liquidated pursuant to the provisions of a chapter 11 liquidating plan. In liquidations under chapter 11, the LINN Debtors' assets could be sold in an orderly fashion over a more extended period of time than in a liquidation under chapter 7. Thus, a chapter 11 liquidation may result in larger recoveries than a chapter 7 liquidation, but the delay in distributions could result in lower present values received and higher administrative costs. Any distribution to Holders of Claims under a chapter 11 liquidation plan would most likely be substantially delayed. Most importantly, the LINN Debtors believe that any distributions to creditors in a chapter 11 liquidation scenario would fail to capture the significant going concern value of their businesses, which is reflected in the Reorganized LINN Common Stock to be distributed under the Plan. Accordingly, the LINN Debtors believe that a chapter 11 liquidation would not result in distributions as favorable as those under the Plan.

Further, conversion to a case under Chapter 7 or failure to confirm a plan of reorganization are each a Creditor Termination Event, as that term is defined in section 7 of the LINN RSA. Occurrence of a Creditor Termination Event entitles, but does not require, the Required Consenting Creditors, as defined in the LINN RSA, to terminate the LINN RSA (as more fully set forth therein). The LINN Debtors anticipate that such parties would exercise their termination rights under the LINN RSA if the Chapter 11 Cases converted to cases under chapter 7 of the Bankruptcy Code or if the LINN Debtors fail to obtain Confirmation of the Plan and are forced to pursue a plan of liquidation.

C. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan of reorganization is not likely to be followed by the liquidation, or the need for further financial reorganization of the debtor, or any successor to the debtor (unless such liquidation or reorganization is proposed in such plan of reorganization).

To determine whether the Plan meets this feasibility requirement, the LINN Debtors, with the assistance of Lazard, have analyzed their ability to meet their respective obligations under the Plan. As part of this analysis, the LINN Debtors have prepared a projected consolidated income statement, which includes the following: (a) the LINN Debtors' consolidated, unaudited, preliminary, financial statement information for the fiscal year ended December 31, 2016 and (b) consolidated, projected, unaudited, financial statement information of Reorganized LINN (collectively, the "Financial Projections") for the period beginning 2017 and continuing through 2020. The Financial Projections are based on an assumed Effective Date of January 31, 2017 and certain assumptions regarding the LINN Debtors' ability to obtain Exit Financing. To the extent that the Effective Date occurs before or after January 31, 2017, recoveries on account of Allowed Claims could be impacted. Creditors and other interested parties should review Article IX of this Disclosure Statement, entitled "RISK FACTORS," which begins on page 3, for a discussion of certain factors that may affect the future financial performance of Reorganized LINN.

The Financial Projections are attached hereto as **Exhibit F** and incorporated herein by reference. Based upon the Financial Projections, the LINN Debtors believe that they will be a viable operation following the Chapter 11 Cases and that the Plan will meet the feasibility requirements of the Bankruptcy Code.

D. Acceptance by Impaired Classes

The Bankruptcy Code requires, as a condition to confirmation, except as described in the following section, that each class of claims or equity interests impaired under a plan, accept the plan. A class that is not "impaired" under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such a class is not required.[16]

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by Holders of at least two-thirds in a dollar amount and more than one-half in a number of allowed claims in that class, counting only those claims that have *actually* voted to accept or to reject the plan. Thus, a class of claims will have voted to accept the plan only if two-thirds in amount and a majority in number actually cast their ballots in favor of acceptance.

[16] A class of claims is "impaired" within the meaning of section 1124 of the Bankruptcy Code unless the plan (a) leaves unaltered the legal, equitable and contractual rights to which the claim or equity interest entitles the holder of such claim or equity interest or (b) cures any default, reinstates the original terms of such obligation, compensates the holder for certain damages or losses, as applicable, and does not otherwise alter the legal, equitable, or contractual rights to which such claim or equity interest entitles the holder of such claim or equity interest.

E. Confirmation without Acceptance by All Impaired Classes

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if all impaired classes have not accepted it; *provided* that the plan has been accepted by at least one impaired class. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired class's rejection or deemed rejection of the plan, the plan will be confirmed, at the plan proponent's request, in a procedure commonly known as a "cramdown" so long as the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each class of claims or equity interests that is impaired under, and has not accepted, the plan.

If any Impaired Class rejects the Plan, the LINN Debtors reserve the right to seek to confirm the Plan utilizing the "cramdown" provision of section 1129(b) of the Bankruptcy Code. To the extent that any Impaired Class rejects the Plan or is deemed to have rejected the Plan, the LINN Debtors will request Confirmation of the Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code. The LINN Debtors reserve the right to alter, amend, modify, revoke, or withdraw the Plan or any Plan Supplement document, including the right to amend or modify the Plan or any Plan Supplement document to satisfy the requirements of section 1129(b) of the Bankruptcy Code.

1. No Unfair Discrimination

The "unfair discrimination" test applies to classes of claims or interests that are of equal priority and are receiving different treatment under a plan. The test does not require that the treatment be the same or equivalent, but that treatment be "fair." In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims of equal rank (*e.g.*, classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly. A plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

2. Fair and Equitable Test

The "fair and equitable" test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100 percent of the amount of the allowed claims in the class. As to the dissenting class, the test sets different standards depending upon the type of claims or equity interests in the class.

The LINN Debtors submit that if the LINN Debtors "cramdown" the Plan pursuant to section 1129(b) of the Bankruptcy Code, the Plan is structured so that it does not "discriminate unfairly" and satisfies the "fair and equitable" requirement. With respect to the unfair discrimination requirement, all Classes under the Plan are provided treatment that is substantially equivalent to the treatment that is provided to other Classes that have equal rank. With respect to the fair and equitable requirement, no Class under the Plan will receive more than 100 percent of the amount of Allowed Claims in that Class. The LINN Debtors believe that the Plan and the treatment of all Classes of Claims and Interests under the Plan satisfy the foregoing requirements for nonconsensual Confirmation of the Plan.

F. The Plan Supplement

The LINN Debtors will File certain documents that provide additional details regarding implementation of the Plan in the Plan Supplement, which will be Filed with the Bankruptcy Court no later than fourteen Business Days before the Confirmation Hearing (or such later date as may be approved by the Bankruptcy Court). The LINN Debtors will serve a notice that will inform all parties that the Plan Supplement was Filed, list the information included therein, and explain how copies of the Plan Supplement may be obtained. Holders of Claims and Interests that are eligible to vote to accept or reject the Plan shall not be entitled to change their vote based on the contents of the Plan Supplement. It is anticipated that the Plan Supplement will include:

- the New Organizational Documents;
- the Assumed Executory Contract and Unexpired Lease List;
- the Rejected Executory Contract and Unexpired Lease List;
- a list of retained Causes of Action;
- the Reorganized LINN Employee Incentive Plan
- the Reorganized LINN Registration Rights Agreement
- the identity of the members of the New Boards and management for Reorganized LINN;
- the LINN Exit Facility Documents;
- the Transition Services Agreement;
- the Form Joint Operating Agreement; and
- the LINN Backstop Agreement.

Copies of the Plan Supplement documents will be available on the website of the LINN Debtors' Notice and Claims Agent at https://cases.primeclerk.com/linn (free of charge) or the Court's website at http://www.txs.uscourts.gov (for a fee).

XII. CERTAIN SECURITIES LAW MATTERS

A. New Common Equity

As discussed herein, the Plan provides for Reorganized LINN to distribute Reorganized LINN Common Stock to Holders of LINN Second Lien Notes Claims and Holders of LINN Unsecured Notes Claims. Reorganized LINN EIP Equity will also be distributed under Reorganized LINN's Employee Incentive Plan.

The LINN Debtors believe that the Reorganized LINN Common Stock and the Reorganized LINN EIP Equity will be "securities," as defined in section 2(a)(1) of the Securities

Act, section 101 of the Bankruptcy Code and any applicable state securities law (a "Blue Sky Law"). The LINN Debtors further believe that the offer and sale of Reorganized LINN Common Stock and Reorganized LINN EIP Equity pursuant to the Plan is, and subsequent transfers by the Holders thereof that are not "underwriters" (as defined in section 2(a)(11) of the Securities Act and in the Bankruptcy Code) will be, exempt from federal and state securities registration requirements under various provisions of the Securities Act, the Bankruptcy Code, and any applicable state Blue Sky Law. The new equity underlying Reorganized LINN's Employee Incentive Plans will be issued pursuant to a registration statement or another available exemption from registration under the Securities Act and other applicable law.

B. Issuance and Resale of New Common Equity under the Plan

1. Private Placement Exemptions

All shares of the Reorganized LINN Common Stock issued in the LINN Funded Debt Equity Distribution (except with respect to an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code), the LINN Rights (and any shares issuable upon the exercise thereof other than the unsubscribed shares of Reorganized LINN Common Stock issued to the LINN Backstop Parties pursuant to the LINN Backstop Agreement), and shares issuable as part of the LINN Backstop Commitment Premium, will be issued in reliance upon section 1145 of the Bankruptcy Code. All unsubscribed shares of Reorganized LINN Common Stock issued to the LINN Backstop Parties pursuant to the LINN Backstop Agreement and all Reorganized LINN Common Stock issued to an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code will be issued in reliance upon section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder. The Reorganized LINN EIP Equity will be issued either (i) pursuant to an effective registration statement on Form S-8 or (ii) in accordance with an applicable exemption from registration under the Securities Act and other applicable law. All shares of Reorganized LINN Common Stock issued in reliance upon section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder will be considered "restricted securities" and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom.

Pursuant to section 1145 of the Bankruptcy Code, the issuance of (1) the Reorganized LINN Common Stock in the LINN Funded Debt Equity Distribution, (2) the LINN Rights (including shares of Reorganized LINN Common Stock issuable upon the exercise thereof other than the unsubscribed shares of Reorganized LINN Common Stock issued to the LINN Backstop Parties pursuant to the LINN Backstop Agreement), (3) shares issuable as part of the LINN Backstop Commitment Premium, and (4) any other securities issued in reliance on section 1145 of the Bankruptcy Code, are exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. state or local law requiring registration before the offering, issuance, distribution, or sale of such securities. Each of the foregoing securities (other than the unsubscribed Reorganized LINN Common Stock issued to the LINN Backstop Parties pursuant to the LINN Backstop Agreement and Reorganized LINN Common Stock issued to an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code) (a) is not a "restricted security" as defined in Rule 144(a)(3) under the Securities Act, and (b) is freely tradable and transferable by any initial recipient thereof that (i) at the time of transfer, is not an "affiliate" of the Reorganized LINN as defined in Rule

144(a)(1) under the Securities Act and has not been such an "affiliate" within 90 days of such transfer, and (ii) is not an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code.

The unsubscribed Reorganized LINN Common Stock purchased by the LINN Backstop Parties pursuant to the LINN Backstop Agreement (which, for the avoidance of doubt, shall exclude any shares issued on account of the LINN Backstop Commitment Premium) and all Reorganized LINN Common Stock issued to an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code will be issued without registration under the Securities Act in reliance upon Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder. To the extent issued in reliance on Section 4(a)(2) of the Securities Act or Regulation D thereunder, each will be "restricted securities" subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration, or an applicable exemption from registration under the Securities Act and other applicable law.

Should the Reorganized LINN Debtors elect on or after the Effective Date to reflect any ownership of the Reorganized LINN Common Stock through the facilities of DTC, the Reorganized LINN Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the Reorganized LINN Common Stock or under applicable securities laws.

DTC shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether any of the Reorganized LINN Common Stock issuable upon exercise of the LINN Rights, as applicable, are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

Notwithstanding anything to the contrary in the Plan, no entity (including, for the avoidance of doubt, DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the Reorganized LINN Common Stock issuable upon exercise of the LINN Rights, are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

RECIPIENTS OF REORGANIZED LINN COMMON STOCK AND REORGANIZED LINN EIP EQUITY ARE ADVISED TO CONSULT WITH THEIR OWN LEGAL ADVISORS AS TO THE AVAILABILITY OF ANY EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE BLUE SKY LAW.

2. Resale of New Common Equity; Definition of Underwriter

Securities issued in reliance on Section 1145 of the Bankruptcy Code may be sold by the holders thereof without registration under the Securities Act unless the Holder is an "underwriter," as defined in section 1145(b) of the Bankruptcy Code with respect to such securities; provided, however, such securities will not be freely tradable if, at the time of transfer, the holder thereof is an "affiliate" of Reorganized LINN as defined in Rule 144(a)(1) under the Securities Act or had been such an "affiliate" within 90 days of such transfer. Section 1145(b)(1) of the Bankruptcy Code defines an "underwriter" as one who, except with respect to "ordinary trading transactions" of an Entity that is not an "issuer": (a) purchases a claim against,

interest in, or claim for an administrative expense in the case concerning, the debtor, if such purchase is with a view to distribution of any security received or to be received in exchange for such claim or interest; (b) offers to sell securities offered or sold under a plan for the Holders of such securities; (c) offers to buy securities offered or sold under a plan from the Holders of such securities, if such offer to buy is (i) with a view to distribution of such securities and (ii) under an agreement made in connection with the plan, with the consummation of the plan, or with the offer or sale of securities under the plan; or (d) is an issuer of the securities within the meaning of section 2(a)(11) of the Securities Act. In addition, a Person who receives a fee in exchange for purchasing an issuer's securities could also be considered an underwriter within the meaning of section 2(a)(11) of the Securities Act.

The definition of an "issuer" for purposes of whether a Person is an underwriter under section 1145(b)(1)(D) of the Bankruptcy Code, by reference to section 2(a)(11) of the Securities Act, includes as "statutory underwriters" all persons who, directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with, an issuer of securities. The reference to "issuer," as used in the definition of "underwriter" contained in section 2(a)(11) of the Securities Act, is intended to cover "Controlling Persons" of the issuer of the securities. "Control," as defined in Rule 405 of the Securities Act, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. Accordingly, an officer or director of a reorganized debtor or its successor under a plan of reorganization may be deemed to be a "Controlling Person" of the debtor or successor, particularly if the management position or directorship is coupled with ownership of a significant percentage of the reorganized debtor's or its successor's voting securities. While there is no precise definition of a "controlling" stockholder, the legislative history of section 1145 of the Bankruptcy Code suggests that a creditor who owns ten percent or more of a class of securities of a reorganized debtor may be presumed to be a "Controlling Person" and, therefore, an underwriter.

Resales of Reorganized LINN Common Stock and Reorganized LINN EIP Equity by Entities deemed to be "underwriters" (which definition includes "Controlling Persons") are not exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Under certain circumstances, Holders of Reorganized LINN Common Stock and Reorganized LINN EIP Equity who are deemed to be "underwriters" may be entitled to resell their Reorganized LINN Common Stock and Reorganized LINN EIP Equity pursuant to the limited safe harbor resale provisions of Rule 144 of the Securities Act. Generally, Rule 144 of the Securities Act would permit the public sale of securities received by such Person if the required holding period has been met and, under certain circumstances, current information regarding the issuer is publicly available and volume limitations, manner of sale requirements and certain other conditions are met. Whether any particular Person would be deemed to be an "underwriter" (including whether the Person is a "Controlling Person") with respect to the Reorganized LINN Common Stock and Reorganized LINN EIP Equity would depend upon various facts and circumstances applicable to that Person. Given the complex nature of the question of whether a particular person may be an underwriter and other issues arising under applicable securities laws, accordingly, the LINN Debtors express no view as to whether any Person would be deemed an "underwriter" with respect to the Reorganized LINN Common Stock and Reorganized LINN EIP Equity.

The LINN Debtors recommend that potential recipients of Reorganized LINN Common Stock and Reorganized LINN EIP Equity consult their own counsel concerning their ability to freely trade such securities without compliance with the federal law and any applicable state Blue Sky Law.

3. Reorganized LINN Employee Incentive Plan

There will be reserved, exclusively for management employees of Reorganized LINN, a pool of equity (such reserve, the "EIP Pool") having a value equal to: (i) 8% of the LINN Plan Value as of the Effective Date as follows: (x) 2.5% of the LINN Plan Value in the form of restricted stock units ("RSUs") to be issued on the Effective Date, (y) 1.5% of the LINN Plan Value in the form of profits interests that will vest based on time and performance (with the performance conditions satisfied once the equity value of Reorganized LINN (as equitably adjusted for subsequent contributions and distributions) is equal to 1.5 times the value utilized pursuant to the LINN Rights Offerings), all of which will be issued on the Effective Date (the "Base Profits Interests"), and (z) the remaining 4% of the LINN Plan Value in a form of equity-based award as determined by the board of directors of Reorganized LINN, taking into account the then prevailing practices of publicly traded E&P companies (the "Other Awards"); and (ii) an additional 2.0% of the LINN Plan Value, which will be issued as of the Effective Date in the form of profits interests that vest once the equity value of Reorganized LINN (as equitably adjusted for subsequent contributions and distributions) is equal to 1.5 times the LINN Plan Value (the "Appreciation Profits Interests"). The precise amount of equity and number of shares to be reserved will be determined in a manner consistent with the intended effect of the Plan, the LINN RSA, and any attachments or exhibits thereto.

The Confirmation Order shall authorize the Reorganized LINN Board to adopt and enter into the Reorganized LINN Employee Incentive Plan, on the terms set forth in Article IV.M of the Plan. However, the LINN Debtors do not seek Court approval of the Reorganized LINN Employee Incentive Plan itself, only the maximum percentage of the Reorganized LINN EIP Equity to be set aside in connection therewith. The Reorganized LINN Employee Incentive Plan shall dilute all of the equity of Reorganized LINN.

XIII. CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. Introduction

The following discussion summarizes certain United States ("U.S.") federal income tax consequences of the implementation of the Plan to the LINN Debtors, Reorganized LINN, and certain Holders of Claims. This summary is based on the Internal Revenue Code of 1986, as amended (the "Tax Code"), the U.S. Treasury Regulations promulgated thereunder (the "Treasury Regulations"), judicial decisions and published administrative rules, and pronouncements of the Internal Revenue Service (the "IRS"), all as in effect on the date hereof (collectively, "Applicable Tax Law"). Changes in the rules or new interpretations of the rules may have retroactive effect and could significantly affect the U.S. federal income tax consequences described below. The LINN Debtors have not requested, and will not request, any ruling or determination from the IRS or any other taxing authority with respect to the tax consequences discussed herein, and the discussion below is not binding upon the IRS or the

courts. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein.

This summary does not address foreign, state, or local tax consequences of the Plan, nor does it purport to address all aspects of U.S. federal income taxation that may be relevant to a Holder in light of its individual circumstances or to a Holder that may be subject to special tax rules (such as Persons who are related to the LINN Debtors within the meaning of the Tax Code, foreign taxpayers, broker-dealers, banks, mutual funds, insurance companies, financial institutions, small business investment companies, regulated investment companies, tax exempt organizations, pass-through entities, beneficial owners of pass-through entities, subchapter S corporations, persons who hold Claims or who will hold the new common equity as part of a straddle, hedge, conversion transaction, or other integrated investment, persons using a mark-to-market method of accounting, and Holders of Claims who are themselves in bankruptcy). Furthermore, this summary assumes that a Holder of a Claim holds only Claims in a single Class and holds a Claim only as a "capital asset" (within the meaning of section 1221 of the Tax Code). This summary also assumes that the various debt and other arrangements to which any of the LINN Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their form, and that the Claims constitute interests in the LINN Debtors "solely as a creditor" for purposes of section 897 of the Tax Code. This summary does not discuss differences in tax consequences to Holders of Claims that act or receive consideration in a capacity other than any other Holder of a Claim of the same Class or Classes, and the tax consequences for such Holders may differ materially from that described below.

For purposes of this discussion, a "U.S. Holder" is a Holder of a Claim that is: (1) an individual citizen or resident of the United States for U.S. federal income tax purposes; (2) a corporation (or other Entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia; (3) an estate the income of which is subject to U.S. federal income taxation regardless of the source of such income; or (4) a trust (A) if a court within the United States is able to exercise primary jurisdiction over the trust's administration and one or more United States persons have authority to control all substantial decisions of the trust or (B) that has a valid election in effect under applicable Treasury Regulations to be treated as a United States person. For purposes of this discussion, a "non-U.S. Holder" is any Holder of a Claim that is not a U.S. Holder other than any partnership (or other Entity treated as a partnership or other pass-through Entity for U.S. federal income tax purposes).

If a partnership (or other Entity treated as a partnership or other pass-through Entity for U.S. federal income tax purposes) is a Holder of a Claim, the tax treatment of a partner (or other beneficial owner) generally will depend upon the status of the partner (or other beneficial owner) and the activities of the Entity. Partners (or other beneficial owners) of partnerships (or other pass-through entities) that are Holders of Claims should consult their respective tax advisors regarding the U.S. federal income tax consequences of the Plan.

ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM OR INTEREST. ALL HOLDERS OF CLAIMS OR INTERESTS ARE

URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE FEDERAL, STATE, LOCAL, AND NON-U.S. INCOME, ESTATE, AND OTHER TAX CONSEQUENCES OF THE PLAN.

B. Certain U.S. Federal Income Tax Consequences to the LINN Debtors and Reorganized LINN

1. The LINN Restructuring Transaction Is Being Structured as a Taxable Transaction

In general, the Restructuring Transaction is being structured as a taxable transfer of assets by LINN to Reorganized LINN. The effect of these transactions on the LINN Debtors other than LinnCo, LinnCo, and Reorganized LINN are described immediately below.

(a) ***LINN Debtors other than LinnCo and Reorganized LINN.***

Pursuant to the Plan with respect to the LINN Debtors, LINN should be treated as transferring its assets (and the assets of its subsidiaries, which are generally disregarded entities from LINN for U.S. federal income tax purposes, in each case)[17] in a taxable disposition to Reorganized LINN. Because LINN is a partnership for U.S. federal income tax purposes, LINN's items of gain or loss in connection with these transfers should be allocated to LINN's unitholders, including LinnCo. The LINN Debtors anticipate that substantial losses should be generated in connection with the transfer of the LINN assets to Reorganized LINN. Reorganized LINN should receive LINN's assets with a tax basis equal to fair market value as of the Effective Date.[18]

Reorganized LINN is expected to be structured such that the Reorganized LINN Common Stock (other than certain Reorganized LINN Common Stock issued pursuant to the Reorganized LINN Employee Incentive Plan) consists entirely of common stock in an entity taxed as a corporation for U.S. federal income tax purposes (the "Corporation Structure").[19]

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[17] The Debtors are continuing to evaluate how the assets of any subsidiaries of LINN that are treated as corporations, including Linn Operating, Inc., will be transferred to Reorganized LINN. As such, this discussion generally does not address the U.S. federal income tax consequences of the Restructuring Transactions with respect to such corporate subsidiaries of LINN. The Debtors expect that, in all cases, the restructuring of any such corporate subsidiaries will be structured to avoid any taxable gain that cannot be offset by tax attributes available to such corporate subsidiaries.

[18] Although the form of the ultimate restructuring of Berry has not been determined, in all cases, such restructuring is expected to a taxable disposition of Berry's assets by LINN for U.S. federal income tax purposes. Such disposition is expected to give rise to significant taxable income at LinnCo pursuant to Section 704(c) of the Tax Code. The Debtors expect such taxable income to be offset by the losses generated by the taxable disposition of LINN's other assets to Reorganized LINN; a substantial portion of such losses should be allocated to LinnCo. Accordingly, other than a potentially small amount of alternative minimum taxable income, LinnCo is not expected to have any net U.S. federal income tax liability as a result of the Restructuring Transactions related to the LINN Debtors and any eventual restructuring of Berry.

[19] Applicable term sheets also provided for two alternative structures. Specifically, the term sheets provided that (a) the Reorganized LINN Common Stock could consist of a combination of (i) common stock in an entity taxed as a corporation for U.S. federal income tax purposes and (ii) common units in an LLC that is taxed as a partnership for U.S. federal income tax purposes, with such common units exchangeable for common stock in

In the Corporation Structure, profits interests being received pursuant to the Reorganized LINN Employee Incentive Plan will be issued by an LLC that either directly or indirectly owns all of all of the operating assets of Reorganized LINN (the "Operating LLC"). The Operating LLC will otherwise be wholly-owned by the corporation that is the issuer of the Reorganized LINN Common Stock (the "Corporate Issuer"). Accordingly, for U.S. federal income tax purposes, the Operating LLC will allocate its items of gain and loss to the Corporate Issuer and recipients under the Reorganized LINN Employee Incentive Plan.[20]

The cancellation of Claims against LINN should give rise to cancellation of indebtedness income ("CODI"). Because LINN is a partnership for U.S. federal income tax purposes, such CODI will be allocated to LINN's unitholders, including LinnCo.

(b) *LinnCo.*

As noted above, the cancellation of claims against LINN should give rise to CODI that will be allocated to LINN's unitholders, including LinnCo. Pursuant to Section 108 of the Tax Code, any such allocated CODI should be excluded from LinnCo's taxable income. However, such allocated CODI will result in a reduction of LinnCo's tax attributes, including net operating losses allocated to LinnCo based on LinnCo's ownership of LINN. The LINN Debtors expect that the amount of CODI allocated to LinnCo will completely eliminate all LinnCo tax attributes. In any event, the Plan provides for LinnCo's dissolution following the consummation of the Restructuring Transactions.

C. Certain U.S. Federal Income Tax Consequences to Certain U.S. Holders of Claims

The following discussion assumes that the LINN Debtors will undertake the Restructuring Transactions currently contemplated by the Plan. Holders of Claims and Interests are urged to consult their tax advisors regarding the tax consequences of the Restructuring Transactions.

1. U.S. Federal Income Tax Consequences to U.S. Holders of Allowed LINN Lender Claims

Pursuant to the Plan, except to the extent that a U.S. Holder of an Allowed LINN Lender Claim agrees to a less favorable treatment in exchange for full and final satisfaction, settlement, release and discharge of such Claim, the U.S. Holder of such Claim shall receive *either* (a) to the extent a Holder agrees to participate in the LINN Exit Facility, a Pro Rata distribution of (i) the LINN Exit Facility and (ii) the LINN Lender Paydown (*i.e.*, Cash); or (b) to the extent a Holder

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the corporation (the "Up-C Structure"); or (b) that the Reorganized LINN Common Stock could consist entirely of common units in an LLC that is taxed as a partnership for U.S. federal income tax purposes (the "Partnership Structure"). Based on communications from the Requisite Commitment Parties, the Debtors do not anticipate that the Up-C Structure or the Partnership Structure will be utilized, and they are not analyzed any further in this Disclosure Statement.

[20] The U.S. federal income tax treatment of units in the Operating LLC held by management is not discussed herein. Accordingly, further references in this tax disclosure to Reorganized LINN Common Stock are references to Reorganized LINN Common Stock issued by the Corporate Issuer, unless otherwise indicated.

determines not to participate in the LINN Exit Facility, a Pro Rata distribution of the Reorganized LINN Non-Conforming Term Notes.

U.S. Holders of LINN Lender Claims should be treated as exchanging such Claim for the LINN Exit Facility and Cash or the Reorganized LINN Non-Conforming Term Notes, as applicable, in a taxable exchange under section 1001 of the Tax Code. Accordingly, other than with respect to any amounts received that are attributable to accrued but untaxed interest (or original issue discount), each U.S. Holder of such Claim should recognize gain or loss equal to the difference between (1) the sum of (a) the Cash received and (b) the issue price of the LINN Exit Facility or the Reorganized LINN Non-Conforming Term Notes, as applicable (as discussed below) received in exchange for the Claim; and (2) such U.S. Holder's adjusted basis, if any, in such Claim. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the U.S. Holder, the nature of the Claim in such U.S. Holder's hands, whether the Claim was purchased at a discount, and whether and to what extent the U.S. Holder previously has claimed a bad debt deduction with respect to its Claim. A U.S. Holder's tax basis in its Pro Rata share of the LINN Exit Facility or Reorganized LINN Non-Conforming Term Notes, as applicable, received should equal the issue price of such Pro Rata share of the LINN Exit Facility or Reorganized LINN Non-Conforming Term Notes, as applicable, as of the Effective Date. A U.S. Holder's holding period for its Pro Rata share of the LINN Exit Facility or Reorganized LINN Non-Conforming Term Notes, as applicable, should begin on the day following the Effective Date.

2. U.S. Federal Income Tax Consequences to U.S. Holders of Allowed LINN Second Lien Notes Claims and LINN Unsecured Notes Claims.

Pursuant to the Plan, except to the extent that a U.S. Holder of an Allowed LINN Second Lien Notes Claim or LINN Unsecured Notes Claim agrees to a less favorable treatment in exchange for full and final satisfaction, settlement, release and discharge of such Claim, the U.S. Holder of such Claim shall receive a Pro Rata distribution of (a) the Reorganized LINN Common Stock; (b) the LINN Rights; and (c) in the case of Holders of Allowed LINN Second Lien Notes Claims, Cash.

U.S. Holders of LINN Second Lien Notes Claims and LINN Unsecured Notes Claims should be treated as exchanging such Claims for the consideration received in a taxable exchange under section 1001 of the Tax Code. Accordingly, other than with respect to any amounts received that are attributable to accrued but untaxed interest (or original issue discount), each U.S. Holder of such Claim should recognize gain or loss equal to the difference between (1) the sum of (a) the fair market value of the Reorganized LINN Common Stock and LINN Rights and (b) Cash received in exchange for such Claim; and (2) such U.S. Holder's adjusted basis, if any, in such Claim. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the U.S. Holder, the nature of the Claim in such U.S. Holder's hands, whether the Claim was purchased at a discount, and whether and to what extent the U.S. Holder previously has claimed a bad debt deduction with respect to its Claim. A U.S. Holder's tax basis in the Reorganized LINN Common Stock and LINN Rights received should equal the fair market value of such consideration as of the Effective Date. A U.S. Holder's holding period for the Reorganized LINN Common Stock and LINN Rights received should begin on the day following the Effective Date.

(a) Election to Participate in the LINN Rights Offerings.

As noted above, Holders of Allowed LINN Second Lien Notes Claims and LINN Unsecured Notes Claims will receive the LINN Rights.

A U.S. Holder that elects to exercise the LINN Rights should be treated as purchasing, in exchange for its participation right and the amount of cash funded by the U.S. Holder to exercise such LINN Rights, Reorganized LINN Common Stock. Such a purchase should general be treated as the exercise of an option under general tax principles, and such U.S. Holder should not recognize income, gain, or loss for U.S. federal income tax purposes when it exercises the LINN Rights. A U.S. Holder's aggregate tax basis in the Reorganized LINN Common Stock should equal the sum of (i) the amount of Cash paid by the U.S. Holder to exercise the LINN Rights plus (ii) such U.S. Holder's tax basis in the LINN Rights immediately before the LINN Rights are exercised. A U.S. Holder's holding period for the Reorganized LINN Common Stock received pursuant to such exercise should begin on the day following the Effective Date.

A U.S. Holder that elects not to exercise the LINN Rights may be entitled to claim a (likely short-term capital) loss equal to the amount of tax basis allocated to such LINN Rights, subject to any limitation on such U.S. Holder's ability to utilize capital losses. U.S. Holders electing not to exercise their LINN Rights should consult with their own tax advisors as to the tax consequences of electing not to exercise the LINN Rights.

3. U.S. Federal Income Tax Consequences to U.S. Holders of Allowed LINN General Unsecured Claims and LINN Convenience Claims.

Pursuant to the Plan, except to the extent that a U.S. Holder of an Allowed LINN General Unsecured Claim or LINN Convenience Claim agrees to a less favorable treatment in exchange for full and final satisfaction, settlement, release and discharge of such Claim, the U.S. Holder of such Claim shall receive a Pro Rata distribution of Cash. U.S. Holders of LINN General Unsecured Claims or LINN Convenience Claims should be treated as exchanging such Claims for the consideration received in a taxable exchange under section 1001 of the Tax Code. Accordingly, other than with respect to any amounts received that are attributable to accrued but untaxed interest (or original issue discount), each U.S. Holder of such Claim should recognize gain or loss equal to the difference between (1) the Cash received in exchange for the Claim and (2) such U.S. Holder's adjusted basis, if any, in such Claim. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the U.S. Holder, the nature of the Claim in such U.S. Holder's hands, whether the Claim was purchased at a discount, and whether and to what extent the U.S. Holder previously has claimed a bad debt deduction with respect to its Claim.

U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE RECOGNITION OF GAIN OR LOSS, FOR FEDERAL INCOME TAX PURPOSES, ON THE SATISFACTION OF THEIR CLAIMS.

4. Accrued Interest

To the extent that any amount received by a U.S. Holder of a Claim is attributable to accrued but unpaid interest on the debt instruments constituting the surrendered Claim, the receipt of such amount should be taxable to the U.S. Holder as ordinary interest income (to the

extent not already taken into income by the U.S. Holder). Conversely, a U.S. Holder of a Claim may be able to recognize a deductible loss (or, possibly, a write off against a reserve for worthless debts) to the extent that any accrued interest previously was included in the U.S. Holder's gross income but was not paid in full by the LINN Debtors. Such loss may be ordinary, but the tax law is unclear on this point.

If the fair value of the consideration is not sufficient to fully satisfy all principal and interest on Allowed Claims, the extent to which such consideration will be attributable to accrued interest is unclear. Under the Plan, the aggregate consideration to be distributed to U.S. Holders of Allowed Claims in each Class will be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on these Claims, if any. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan of reorganization is binding for U.S. federal income tax purposes, while certain Treasury Regulations treat payments as allocated first to any accrued but unpaid interest. The IRS could take the position that the consideration received by the U.S. Holder should be allocated in some way other than as provided in the Plan. U.S. Holders of Claims should consult their own tax advisors regarding the proper allocated of the consideration received by them.

U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE ALLOCATION OF CONSIDERATION RECEIVED IN SATISFACTION OF THEIR CLAIMS AND THE FEDERAL INCOME TAX TREATMENT OF ACCRUED BUT UNPAID INTEREST.

5. Market Discount

Under the "market discount" provisions of the Tax Code, some or all of any gain realized by a U.S. Holder of a Claim who exchanges the Claim for an amount on the Effective Date may be treated as ordinary income (instead of capital gain), to the extent of the amount of "market discount" on the debt instruments constituting the exchanged Claim. In general, a debt instrument is considered to have been acquired with "market discount" if it is acquired other than on original issue and if its Holder's adjusted tax basis in the debt instrument is less than (a) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest" or (b) in the case of a debt instrument issued with original issue discount, its adjusted issue price, by at least a de minimis amount (equal to 0.25 percent of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity).

Any gain recognized by a U.S. Holder on the taxable disposition of a Claim that had been acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while the Claim was considered to be held by the U.S. Holder (unless the U.S. Holder elected to include market discount in income as it accrued). To the extent that the Allowed Claims that were acquired with market discount are exchanged in a tax-free transaction for other property, any market discount that accrued on the Allowed Claims (i.e., up to the time of the exchange) but was not recognized by the U.S. Holder is carried over to the property received therefor and any gain recognized on the subsequent sale, exchange, redemption, or other disposition of the property is treated as ordinary income to the extent of the accrued, but not recognized, market discount.

U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE APPLICATION OF THE MARKET DISCOUNT RULES TO THEIR CLAIMS.

6. Limitation on Use of Capital Losses

A U.S. Holder of a Claim who recognizes capital losses as a result of the distributions under the Plan will be subject to limits on the use of such capital losses. For a non-corporate U.S. Holder, capital losses may be used to offset any capital gains (without regard to holding periods), and also ordinary income to the extent of the lesser of (a) $3,000 ($1,500 for married individuals filing separate returns) or (b) the excess of the capital losses over the capital gains. A non-corporate U.S. Holder may carry over unused capital losses and apply them against future capital gains and a portion of their ordinary income for an unlimited number of years. For corporate U.S. Holders, capital losses may only be used to offset capital gains. A corporate U.S. Holder that has more capital losses than may be used in a tax year may carry back unused capital losses to the three years preceding the capital loss year or may carry over unused capital losses for the five years following the capital loss year.

7. Determination of Issue Price for LINN Exit Facility and Reorganized LINN Non-Conforming Term Notes.

As noted above, Holders of LINN Lender Claims will receive their Pro Rata share of the LINN Exit Facility or LINN Non-Conforming Term Notes, as applicable, in partial satisfaction of their Claims. In each case, the amount of gain or loss recognized by U.S. Holders of such Claims will be determined, in part, by the issue price of a U.S. Holder's Pro Rata share of the new debt received. The determine of "issue price" for purposes of this analysis will depend, in part, on whether the new debt is traded on an established market for U.S. federal income tax purposes. The issue price of a debt instrument that is traded on an established market (or that is issued for Claims against the LINN Debtors that are so traded) would be the fair market value of such debt instrument (or the Claims so traded, if the new debt instrument is not traded) on the Effective Date as determined by such trading. The issue price of a debt instrument that is neither so traded nor issued for Claims would be its stated principal amount (provided that the interest rate on the debt instrument exceeds the applicable federal rate published by the IRS). New debt instruments (or Claims against the LINN Debtors) may be traded on an established market for these purposes even if no trades actually occur and there are merely firm or indicative quotes with respect to such new debt or Claims.

Although not free from doubt, the LINN Debtors believe it is likely that the Claims against the LINN Debtors and/or the new debt instruments being issued will be traded on an established market for these purposes. As a result, the issue price of the new debt instruments being issued will likely not equal the stated redemption price at maturity and such debt instruments may be traded as issued with original issue discount ("OID").

Where debt instruments are treated as being issued with OID, a U.S. Holder of such debt instrument will generally be required to include any OID in income over the term of such debt instrument in accordance with a constant yield-to-maturity method, regardless of whether the U.S. Holder is a cash or accrual method taxpayer, and regardless of whether and when such U.S. Holder received cash payments of interest on such debt instrument (other than cash attributable

to qualified stated interest, which is includible in income in accordance with the U.S Holder's normal method of tax accounting). Accordingly, a U.S. Holder could be treated as receiving income in advance of a corresponding receipt of cash. Any OID that a U.S. Holder includes in income will increase the tax basis of the U.S. Holder in its interest in such debt instrument. A U.S. Holder of an interest in such new debt instruments will not be separately taxable on any cash payments that have already been taxed under the OID rules, but will reduce its tax basis in the pro rata shares of such debt instruments by the amount of such payments.

In general, interest (including OID) received or accrued by U.S. Holders should be treated as ordinary income.

8. U.S. Federal Income Tax Consequences to Holders of Owning and Disposing of Reorganized LINN Common Stock.

(a) Dividends on Reorganized LINN Common Stock.

Any distributions made on account of Reorganized LINN Common Stock will constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of Reorganized LINN as determined under U.S. federal income tax principles. To the extent that a U.S. Holder receives distributions that would otherwise constitute dividends for U.S. federal income tax purposes but that exceed such current and accumulated earnings and profits, such distributions will be treated first as a non-taxable return of capital reducing the U.S. Holder's basis in its shares. Any such distributions in excess of the Holder's basis in its shares (determined on a share-by-share basis) generally should be treated as capital gain.

Dividends paid to U.S. Holders that are corporations generally should be eligible for the dividends-received deduction so long as there are sufficient earnings and profits. However, the dividends-received deduction is only available if certain holding period requirements are satisfied. The length of time that a U.S. Holder has held its stock is reduced for any period during which the Holder's risk of loss with respect to the stock is diminished by reason of the existence of certain options, contracts to sell, short sales, or similar transactions. In addition, to the extent that a corporation incurs indebtedness that is directly attributable to an investment in the stock on which the dividend is paid, all or a portion of the dividends received deduction may be disallowed.

(b) Sale, Redemption, or Repurchase of Reorganized LINN Common Stock.

Unless a non-recognition provision applies, U.S. Holders generally will recognize capital gain or loss upon the sale, redemption, or other taxable disposition of Reorganized LINN Common Stock. Such capital gain will be long-term capital gain if at the time of the sale, exchange, retirement, or other taxable disposition, the U.S. Holder held the stock for more than one year. Long-term capital gains of an individual taxpayer generally are taxed at preferential rates. The deductibility of capital losses is subject to certain limitations.

(c) Medicare Tax

Certain U.S. Holders that are individuals, estates, or trusts are required to pay an additional 3.8 percent tax on, among other things, dividends and gains from the sale or other disposition of capital assets. U.S. Holders that are individuals, estates, or trusts should consult their tax advisors regarding the effect, if any, of this tax provision on their ownership and disposition of stock.

D. Certain U.S. Federal Income Tax Consequences to Certain Non-U.S. Holders of Claims

1. Consequences to Non-U.S. Holders of Claims

The following discussion includes only certain U.S. federal income tax consequences of the Restructuring Transactions to non-U.S. Holders. The discussion does not include any non-U.S. tax considerations. The rules governing the U.S. federal income tax consequences to non-U.S. Holders are complex. Each non-U.S. Holders should consult its own tax advisor regarding the U.S. federal, state, and local and the foreign tax consequences of the consummation of the Plan to such non-U.S. Holders and the ownership and disposition of the various forms of consideration non-U.S. Holders may receive under the Plan.

Whether a non-U.S. Holder realizes gain or loss on the exchange and the amount of such gain or loss is generally determined in the same manner as set forth above in connection with U.S. Holders.

(a) Gain Recognition

Subject to the FIRPTA rules discussed below, any gain realized by a non-U.S. Holder on the exchange of its Claim generally will not be subject to U.S. federal income taxation unless (i) the non-U.S. Holder is an individual who was present in the United States for 183 days or more during the taxable year in which the Restructuring Transactions occur and certain other conditions are met or (ii) such gain is effectively connected with the conduct by such non-U.S. Holder of a trade or business in the United States (and if an income tax treaty applies, such gain is attributable to a permanent establishment maintained by such non-U.S. Holder in the United States).

If the first exception applies, to the extent that any gain is taxable and does not qualify for deferral, the non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of the exchange. If the second exception applies, the non-U.S. Holder generally will be subject to U.S. federal income tax with respect to any gain realized on the exchange if such gain is effectively connected with the non-U.S. Holder's conduct of a trade or business in the United States in the same manner as a U.S. Holder. In order to claim an exemption from withholding tax, such non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or such successor form as the IRS designates). In addition, if such a non-U.S. Holder is a corporation, it may be subject to a branch profits tax equal to 30 percent (or such lower rate provided by an applicable treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

(b) Accrued Interest and Interest Payable on LINN Exit Facility

Payments to a non-U.S. Holder that are attributable to accrued but untaxed interest, and interest on debt instruments received pursuant to the Plan, generally will not be subject to U.S. federal income or withholding tax, provided that the withholding agent has received or receives, prior to payment, appropriate documentation (generally, IRS Form W-8BEN or W-8BEN-E) establishing that the non-U.S. Holder is not a U.S. person, unless:

(i) the non-U.S. Holder actually or constructively owns 10 percent or more of the total combined voting power of all classes of LINN's units (in the case of recoveries in respect of Claims against the LINN Debtors) or Reorganized LINN, as applicable (in the case of the new debt instruments issued pursuant to the Plan)entitled to vote (after application of certain attribution rules);

(ii) the non-U.S. Holder is a "controlled foreign corporation" that is a "related person" with respect to LINN (in the case of recoveries in respect of Claims against the LINN Debtors) or Reorganized LINN, as applicable (in the case of the new debt instruments issued pursuant to the Plan) (each, within the meaning of the Tax Code);

(iii) the non-U.S. Holder is not a bank receiving interest described in Section 881(c)(3)(A) of the Tax Code; or

(iv) such interest is effectively connected with the conduct by the non-U.S. Holder of a trade or business within the United States (in which case, provided the non-U.S. Holder provides a properly executed IRS Form W-8ECI (or successor form) to the withholding agent, the non-U.S. Holder (x) generally will not be subject to withholding tax, but (y) will be subject to U.S. federal income tax in the same manner as a U.S. Holder (unless an applicable income tax treaty provides otherwise), and a non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such non-U.S. Holder's effectively connected earnings and profits that are attributable to the accrued but untaxed interest at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty)).

A non-U.S. Holder that does not qualify for exemption from withholding tax with respect to accrued but untaxed interest that is not effectively connected income generally will be subject to withholding of U.S. federal income tax at a 30 percent rate (or at a reduced rate or exemption from tax under an applicable income tax treaty) on payments that are attributable to accrued but untaxed interest. For purposes of providing a properly executed IRS Form W-8BEN or W-BEN-E, special procedures are provided under applicable Treasury Regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers' securities in the ordinary course of their trade or business.

(c) Dividends on Reorganized LINN Common Stock

Any distributions made with respect to Reorganized LINN Common Stock will constitute dividends for U.S. federal income tax purposes to the extent of the Corporate Issuer's current or accumulated earnings and profits as determined under U.S. federal income tax principles. To the

extent that a non-U.S. Holder receives distributions that would otherwise constitute dividends for U.S. federal income tax purposes but that exceed such current and accumulated earnings and profits, such distributions will be treated first as a non-taxable return of capital reducing the Holder's basis in its shares. Any such distributions in excess of a non-U.S. Holder's basis in its shares (determined on a share-by-share basis) generally will be treated as capital gain from a sale or exchange, and will be subject to the FIRPTA rules (as defined and discussed below). Except as described below, dividends paid with respect to stock held by a non-U.S. Holder that are not effectively connected with a non-U.S. Holder's conduct of a U.S. trade or business (or if an income tax treaty applies, are not attributable to a permanent establishment maintained by such non-U.S. Holder in the United States) will be subject to U.S. federal withholding tax at a rate of 30 percent (or lower treaty rate or exemption from tax, if applicable). A non-U.S. Holder generally will be required to satisfy certain IRS certification requirements in order to claim a reduction of or exemption from withholding under a tax treaty by filing IRS Form W-8BEN or W-BEN-E (or a successor form) upon which the non-U.S. Holder certifies, under penalties of perjury, its status as a non-U.S. person and its entitlement to the lower treaty rate or exemption from tax with respect to such payments. Dividends paid with respect to stock held by a non-U.S. Holder that are effectively connected with a non-U.S. Holder's conduct of a U.S. trade or business (and if an income tax treaty applies, are attributable to a permanent establishment maintained by such non-U.S. Holder in the United States) generally will be subject to U.S. federal income tax in the same manner as a U.S. Holder, and a non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such non-U.S. Holder's effectively connected earnings and profits that are attributable to the dividends at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty).

(d) Disposition of Reorganized LINN Common Stock

In general, and subject to the discussion immediately below regarding FIRPTA, a non-U.S. Holders of Reorganized LINN Common Stock should not be subject to U.S. federal income tax or U.S. federal withholding tax with respect to the Reorganized LINN Common Stock unless (a) in the case of gain only, such non-U.S. Holder is a nonresident alien individual present in the United States for 183 days or more during the taxable year of the disposition, and certain other requirements are met; or (b) any gain is effectively connected with such non-U.S. Holder's conduct of a trade or business in the U.S. (and, if required by any applicable tax treaty, is attributable to a permanent establishment maintained by the non-U.S. Holder in the United States).. A non-U.S. Holder that is a corporation also may be subject to a branch profits tax equal to 30% (or such lower rate specified by an applicable tax treaty) of its effectively connected earnings and profits for the taxable year, as adjusted for certain taxes. Non-U.S. Holders are urged to consult their tax advisors regarding any applicable tax treaties that may provide for different rules.

Notwithstanding the general rule stated above, the Corporate Issuer will be a U.S. real property holding company (a "USRPHC") under the Foreign Investment in Real Property Tax Act ("FIRPTA"). The application of the FIRPTA rules to the Reorganized LINN Common Stock will depend on whether (a) such equity is regularly traded on an established securities market and (b) whether an individual non-U.S. Holder has directly or indirectly owned more than 5% of the value of such equity during a specified testing period.

In general, the FIRPTA provisions will not apply to the extent a non-U.S. Holder does not exceed the 5% ownership test and the applicable equity is regularly traded on an established securities market.

If the Reorganized LINN Common Stock is not regularly traded on an established securities market, or if a non-U.S. Holder holds more than 5% of the Reorganized LINN Common Stock (directly or indirectly by attribution), on the sale or other taxable disposition of Reorganized LINN Common Stock, such non-U.S. Holder will be subject to U.S. federal income tax as if the gain were effectively connected with the conduct of the non-U.S. Holder's trade or business in the United States.

If the Reorganized LINN Common Stock is not regularly traded on an established securities market, a transferee of Reorganized LINN Common Stock generally will be required to withhold tax, under U.S. federal income tax laws, in an amount equal to 15% of the amount realized by a non-U.S. Holder on the sale or other taxable disposition of Reorganized LINN Common Stock (subject to certain exceptions).

The rules regarding United States real property interests are complex, and non-U.S. Holders are urged to consult with their own tax advisors on the application of these rules based on their particular circumstances.

2. FATCA

Under the Foreign Account Tax Compliance Act ("FATCA"), foreign financial institutions and certain other foreign entities must report certain information with respect to their U.S. account Holders and investors or be subject to withholding on the receipt of "withholdable payments." For this purpose, "withholdable payments" are generally U.S. source payments of fixed or determinable, annual or periodical income, and also include gross proceeds from the sale of any property of a type which can produce U.S. source interest or dividends. FATCA withholding will apply even if the applicable payment would not otherwise be subject to U.S. federal nonresident withholding tax.

As currently proposed, FATCA withholding rules would apply to payments of gross proceeds from the sale or other disposition of property of a type which can produce U.S. source interest or dividends that occurs after December 31, 2018.

Each non-U.S. Holder should consult its own tax advisor regarding the possible impact of these rules on such non-U.S. Holder's ownership of the consideration being received under the Plan.

E. Information Reporting and Back-Up Withholding

The LINN Debtors will withhold all amounts required by law to be withheld from payments of interest and dividends. The LINN Debtors will comply with all applicable reporting requirements of the Tax Code. In general, information reporting requirements may apply to distributions or payments made to a Holder of a Claim under the Plan. In addition, backup withholding of taxes will generally apply to payments in respect of an Allowed Claim under the Plan unless, in the case of a U.S. Holder, such U.S. Holder provides a properly executed IRS Form W-9 and, in the case of non-U.S. Holder, such non-U.S. Holder provides a properly

executed applicable IRS Form W-8 (or otherwise establishes such Non-U.S. Holder's eligibility for an exemption).

Backup withholding is not an additional tax. Amounts withheld under the backup withholding rules may be credited against a Holder's U.S. federal income tax liability, and a Holder may obtain a refund of any excess amounts withheld under the backup withholding rules by filing an appropriate claim for refund with the IRS (generally, a federal income tax return).

In addition, from an information reporting perspective, the Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders are urged to consult their tax advisors regarding these regulations and whether the transactions contemplated by the Plan would be subject to these regulations and require disclosure on the Holders' tax returns.

THE FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS AND INTERESTS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTIONS CONTEMPLATED BY THE PLAN, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, OR FOREIGN TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

XIV. RECOMMENDATION

In the opinion of the LINN Debtors, the Plan is preferable to all other available alternatives and provides for a larger distribution to the LINN Debtors' creditors than would otherwise result in any other scenario. Accordingly, the LINN Debtors and the Committee recommend that Holders of Claims entitled to vote on the Plan vote to accept the Plan and support Confirmation of the Plan.

Dated: December 12, 2016

LINN ENERGY, LLC
on behalf of itself and all other LINN Debtors

/s/ Arden L. Walker, Jr.

Name: Arden L. Walker, Jr.
Title: Chief Operating Officer of Linn Energy, LLC

Exhibit A

Plan of Reorganization

THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

In re:	)	Chapter 11
LINN ENERGY, LLC, *et al.*,[1]	)	Case No. 16-60040
Debtors.	)	(Jointly Administered)
	)	**David R. Jones**

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

Paul M. Basta, P.C. (admitted *pro hac vice*)
Stephen E. Hessler, P.C. (admitted *pro hac vice*)
Brian S. Lennon (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

–and–

James H.M. Sprayregen, P.C. (admitted *pro hac vice*)
Joseph M. Graham (admitted *pro hac vice*)
Alexandra Schwarzman (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Patricia B. Tomasco (TX Bar No. 01787600)
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
JACKSON WALKER L.L.P.
1401 McKinney Street, Suite 1900
Houston, Texas 70010
Telephone: (713) 752-4200

Co-Counsel to the Debtors and Debtors in Possession

Dated: December 12, 2016

THIS IS NOT A SOLICITATION OF AN ACCEPTANCE OR REJECTION OF THE PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT. THIS DRAFT PLAN HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT.

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); and Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

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INTRODUCTION

Linn Energy, LLC and its debtor affiliates, other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC, as debtors and debtors in possession propose this amended joint plan of reorganization (the "Plan") for the resolution of the outstanding claims against, and interests in, such Debtors pursuant to the Bankruptcy Code. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in Article I.A of the Plan. Holders of Claims and Interests should refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, events during the Chapter 11 Cases, and projections of future operations, as well as a summary and description of the Plan and certain related matters. The LINN Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code. The Plan constitutes a separate plan of reorganization for each of the LINN Debtors. The Debtors will seek confirmation of a separate plan of reorganization that shall govern the terms of the restructuring of Linn Acquisition Company, LLC and Berry Petroleum Company, LLC.

ALL HOLDERS OF CLAIMS AND INTERESTS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms.

As used in the Plan, capitalized terms have the meanings set forth in the Introduction above or in the definitions below.

1. "*503(b)(9) Claim*" means a Claim or any portion thereof entitled to administrative expense priority pursuant to section 503(b)(9) of the Bankruptcy Code.

2. "*Adequate Protection Claims*" means the Linn First Lien Adequate Protection Claims as defined in the Cash Collateral Order.

3. "*Ad Hoc Group of Berry Unsecured Noteholders*" means that certain ad hoc group of Holders of senior unsecured notes issued by Berry represented by Quinn Emanuel Urquhart & Sullivan, LLP, Norton Rose Fulbright US LLP, and Houlihan Lokey, Inc., or any of its members or their affiliates.

4. "*Ad Hoc Group of LINN Second Lien Noteholders*" means that certain ad hoc group of holders of LINN Second Lien Notes represented by O'Melveny & Myers LLP and Intrepid Financial Partners, or any of its members or their affiliates.

5. "*Ad Hoc Group of LINN Unsecured Noteholders*" means that certain ad hoc group of holders of LINN Unsecured Notes represented by Milbank, Tweed, Hadley & McCloy LLP and PJT Partners, or any of its members or their affiliates.

6. "*Ad Hoc LINN Noteholder Groups*" means, collectively, the Ad Hoc Group of LINN Unsecured Noteholders and the Ad Hoc Group of LINN Second Lien Noteholders.

7. "*Administrative Claim*" means a Claim for costs and expenses of administration of the LINN Estates under sections 503(b) (including 503(b)(9) Claims), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date through the Effective Date of preserving the LINN Estates and operating the businesses of the LINN Debtors; (b) Allowed Professional Fee Claims; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911–1930; and (d) all Intercompany Claims authorized pursuant to the Cash Management

Order (subject to the terms of the Berry-LINN Intercompany Settlement) to the extent provided in the Cash Management Order.

8. "*Administrative Claims Bar Date*" means the deadline for Filing requests for payment of Administrative Claims other than those that accrued in the ordinary course of the LINN Debtors' business, which such deadline: (a) with respect to General Administrative Claims, shall be 30 days after the Effective Date; and (b) with respect to Professional Fee Claims, shall be 60 days after the Effective Date.

9. "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code.

10. "*Allowed*" means with respect to any Claim or Interest, except as otherwise provided herein: (a) a Claim or Interest in a liquidated amount as to which no objection has been Filed prior to the Claims Objection Deadline and that is evidenced by a Proof of Claim or Interest, as applicable, timely Filed by the applicable Bar Date or that is not required to be evidenced by a Filed Proof of Claim or Interest, as applicable, under the Plan, the Bankruptcy Code, or a Final Order; (b) a Claim or Interest that is scheduled by the Debtors as neither disputed, contingent, nor unliquidated, and as for which no Proof of Claim or Interest, as applicable, has been timely Filed in an unliquidated or a different amount; or (c) a Claim or Interest that is upheld or otherwise Allowed (i) pursuant to the Plan, (ii) in any stipulation that is approved by the Bankruptcy Court, (iii) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection herewith, or (iv) by Final Order (including any such Claim to which the Debtors had objected or which the Bankruptcy Court had disallowed prior to such Final Order); *provided*, that with respect to a Claim or Interest described in clauses (a) and (b) above, such Claim or Interest shall be considered Allowed only if and to the extent that with respect to such Claim or Interest no objection to the allowance thereof has been or, in the Debtors' or Reorganized Debtors' reasonable good faith judgment, may be interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Court, or such an objection is so interposed and the Claim or Interest, as applicable, shall have been Allowed by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim or Interest is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the LINN Debtors and without further notice to any party or action, approval, or order of the Court. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such LINN Debtor or Reorganized LINN Debtor, as applicable. For the avoidance of doubt, a Proof of Claim or Interest Filed after the Bar Date shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-Filed Claim. "Allow" and "Allowing" shall have correlative meanings.

11. "*Assumed Executory Contracts and Unexpired Leases*" means those Executory Contracts and Unexpired Leases to be assumed by the applicable Reorganized LINN Debtors, as set forth on the Assumed Executory Contract and Unexpired Lease List.

12. "*Assumed Executory Contract and Unexpired Lease List*" means the list, as determined by the LINN Debtors or the Reorganized LINN Debtors, as applicable, of Executory Contracts and Unexpired Leases (with proposed cure amounts) that will be assumed by the Reorganized LINN Debtors, which list shall be included in the Plan Supplement; *provided*, that such list with respect to material Executory Contracts and/or material Unexpired Leases shall be reasonably acceptable to the Required LINN Consenting Creditors.

13. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended from time to time.

14. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of Texas or any other court having jurisdiction over the Chapter 11 Cases, including, to the extent of the withdrawal of any reference under 28 U.S.C. § 157, the United States District Court for the Southern District of Texas.

15. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

16. "*Bar Date*" means the applicable dates established by which respective Proofs of Claims and Interests must be Filed pursuant to the *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form of and Manner for Filing Proofs of Claim, Including Section 503(b)(9) Requests, and (IV) Approving Notice of Bar Dates*, dated August 4, 2016 [Docket No. 756].

17. "*Berry*" means Berry Petroleum Company, LLC, a Delaware limited liability company.

18. "*Berry Administrative Agent*" means Wells Fargo Bank, National Association, as administrative agent under that certain Credit Agreement, dated as of November 25, 2010, by and among Berry, the Berry Administrative Agent, and the lenders and agents party thereto, as may be amended, restated, or otherwise supplemented from time to time.

19. "*Berry Debtors*" means Berry and LAC.

20. "*Berry Intercompany Settled Claims*" means those certain Intercompany Claims held by the LINN Debtors against the Berry Debtors that shall be settled pursuant to the Berry-LINN Intercompany Settlement and the Plan.

21. "*Berry-LINN Intercompany Settlement*" means that certain settlement of the Berry Intercompany Settled Claims and the LINN Intercompany Settled Claims pursuant to the terms of the Plan and the Berry-LINN Intercompany Settlement Term Sheet, which shall be in form and substance reasonably acceptable to the LINN Debtors, the Berry Debtors, and the Required Consenting LINN Creditors.

22. "*Berry-LINN Intercompany Settlement Term Sheet*" means that certain term sheet with respect to the Berry-LINN Intercompany Settlement to be included in the Plan Supplement.

23. "*Business Day*" means any day, other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

24. "*Cash*" means the legal tender of the U.S. and equivalents thereof, including bank deposits, checks, and other similar items.

25. "*Cash Collateral Order*" means the *Final Order under 11 U.S.C. §§ 105, 361, 362, 363, 507 and 552, and Bankruptcy Rules 2002, 4001 and 9014 (I) Authorizing Debtors to Use Cash Collateral and (II) Granting Adequate Protection to Prepetition Lenders* [Docket No. 743], as may be amended.

26. "*Cash Management Order*" means the *Final Order (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System and Maintain Existing Bank Accounts and (B) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief* [Docket No. 731], as may be amended.

27. "*Causes of Action*" means any claims, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, cross claim, reduction, subordination, or recoupment and claims under contracts or for breaches of duties imposed by law or regulation; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

28. "*Chapter 11 Cases*" means, collectively: (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court; and (b) when used

with reference to all the Debtors, the procedurally consolidated and jointly administered chapter 11 cases pending for the Debtors in the Bankruptcy Court.

29. "*Claim*" means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the LINN Debtors.

30. "*Claims and Noticing Agent*" means Prime Clerk LLC, retained as the Debtors' notice and claims agent pursuant to the *Order Authorizing Retention and Appointment of Prime Clerk LLC as the Claims, Noticing, and Solicitation Agent* [Docket No. 79].

31. "*Claims Objection Deadline*" means the later of: (a) the date that is 180 days after the Effective Date; and (b) such other date as may be fixed by the Bankruptcy Court, after notice and hearing, upon a motion Filed before the expiration of the deadline to object to Claims or Interests.

32. "*Claims Register*" means the official register of Claims maintained by the Claims and Noticing Agent.

33. "*Class*" means a category of Claims or Interests as set forth in Article III of the Plan.

34. "*CM/ECF*" means the Bankruptcy Court's Case Management and Electronic Case Filing system.

35. "*Committee*" means the statutory committee of unsecured creditors of the Debtors, appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code by the U.S. Trustee on May 23, 2016, the membership of which may be reconstituted from time to time.

36. "*Confirmation*" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

37. "*Confirmation Date*" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

38. "*Confirmation Hearing*" means the hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code.

39. "*Confirmation Order*" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

40. "*Consenting LINN Creditors*" means, collectively, (a) the Consenting LINN Lenders, and (b) the Consenting LINN Noteholders.

41. "*Consenting LINN Lenders*" means those certain Holders of LINN Lender Claims that are or become parties to the LINN RSA from time to time.

42. "*Consenting LINN Noteholders*" means those certain Holders of LINN Notes that are or become parties to the LINN RSA from time to time (including any party having the ability to direct or control such notes).

43. "*Consummation*" means the occurrence of the Effective Date.

44. "*Cure Claim*" means a Claim (unless waived or modified by the applicable counterparty) based upon the LINN Debtors' defaults on an Executory Contract or Unexpired Lease at the time such Executory Contract or Unexpired Lease is assumed by the LINN Debtors pursuant to section 365 of the Bankruptcy Code, other than with respect to a default that is not required to be cured under section 365(b)(2) of the Bankruptcy Code.

45. "*Debtors*" means, collectively: (a) Linn Energy, LLC; (b) Berry Petroleum Company, LLC; (c) LinnCo, LLC; (d) Linn Acquisition Company, LLC; (e) Linn Energy Finance Corp.; (f) Linn Energy Holdings, LLC; (g) Linn Exploration & Production Michigan LLC; (h) Linn Exploration Midcontinent, LLC; (i) Linn

Midstream, LLC; (j) Linn Midwest Energy LLC; (k) Linn Operating, Inc.; (l) Mid-Continent I, LLC; (m) Mid-Continent II, LLC; (n) Mid-Continent Holdings I, LLC; and (o) Mid-Continent Holdings II, LLC.

46. "*D&O Liability Insurance Policies*" means all insurance policies (including any "tail policy") of any of the LINN Debtors for current or former directors,' managers,' and officers' liability.

47. "*Disclosure Statement*" means the *Disclosure Statement for the 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 [____], 2016 [Docket No. ___], as may be amended, including all exhibits and schedules thereto, as approved pursuant to the Disclosure Statement Order.

48. "*Disclosure Statement Order*" means the *Order (A) Approving the Disclosure Statement, (B) Establishing the Voting Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving, and Tabulating Votes on the Plan and for Filing Objections to the Plan, and (D) Approving the Manner and Forms of Notice and Other Related Documents* [Docket No. ___].

49. "*Disputed*" means with regard to any Claim or Interest, a Claim or Interest that is not yet Allowed.

50. "*Distribution Record Date*" means, other than with respect to any publicly-held securities, the record date for purposes of making distributions under the Plan on account of Allowed Claims and Allowed Interests, which date shall be the date that is five (5) Business Days after the Confirmation Date or such other date as designated in a Final Order of the Bankruptcy Court; *provided*, that the Distribution Record Date for the LINN Lender Paydown shall be on or before the Effective Date.

51. "*DTC*" means the Depository Trust Company.

52. "*Effective Date*" means, with respect to the Plan and any such applicable LINN Debtor(s), the date that is the first Business Day upon which: (a) no stay of the Confirmation Order is in effect; (b) with respect to the LINN Debtors, all conditions precedent specified in Article IX.A and Article IX.B have been satisfied or waived (in accordance with Article IX.C); and (c) the Plan is declared effective with respect to such applicable LINN Debtor(s).

53. "*Entity*" has the meaning set forth in section 101(15) of the Bankruptcy Code.

54. "*Estate*" means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

55. "*Exchange Act*" means Securities Exchange Act of 1934, as amended.

56. "*Exculpated Parties*" means, collectively, and in each case in its capacity as such: (a) each of the LINN Debtors and the Reorganized LINN Debtors; (b) the Consenting LINN Creditors; (c) the LINN Administrative Agent; (d) the LINN Indenture Trustees; (e) the LINN Backstop Parties; (f) the Committee and each of its members; (g) the LINN Creditor Representative; and (h) with respect to each of the foregoing, such Entity and its current and former Affiliates, and such Entity's and its current and former Affiliates' current and former members, equity holders (regardless of whether such interests are held directly or indirectly), subsidiaries, officers, directors, managers, predecessors, successors, assigns, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, restructuring advisors, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

57. "*Executory Contract*" means a contract to which one or more of the LINN Debtors is a party and that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

58. "*Federal Judgment Rate*" means the federal judgment rate in effect as of the Petition Date, compounded annually.

59. "*File*," "*Filed*," or "*Filing*" means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases, including with respect to a Proof of Claim or Proof of Interest, the Claims and Noticing Agent.

60. "*Final Order*" means (i) an order or judgment of the Bankruptcy Court, as entered on the docket in any Chapter 11 Case (or any related adversary proceeding or contested matter) or the docket of any other court of competent jurisdiction, or (ii) an order or judgment of any other court having jurisdiction over any appeal from (or petition seeking certiorari or other review of) any order or judgment entered by the Bankruptcy Court (or any other court of competent jurisdiction, including in an appeal taken) in the Chapter 11 Case (or in any related adversary proceeding or contested matter), in each case that has not been reversed, stayed, modified, or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired according to applicable law and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; *provided*, *however*, that the possibility a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or the Local Bankruptcy Rules of the Bankruptcy Court, may be filed relating to such order shall not prevent such order from being a Final Order.

61. "*Form Joint Operating Agreement*" means one or more joint operating agreements reasonably satisfactory in form and substance to the LINN Debtors, the Required Consenting LINN Creditors, and the Berry Debtors that shall replace the existing agency agreements for the LINN Debtors and Berry and shall contain standard provisions governing the rights and obligations afforded an operator and non-operating working interest owner.

62. "*General Administrative Claim*" means any Administrative Claim, other than a Professional Fee Claim or an Adequate Protection Claim.

63. "*Governmental Unit*" has the meaning set forth in section 101(27) of the Bankruptcy Code.

64. "*Holder*" means an Entity holding a Claim or an Interest, as applicable.

65. "*Impaired*" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

66. "*Indemnification Obligations*" means each of the LINN Debtors' indemnification obligations in place as of the Effective Date, whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, other organizational or formation documents, board resolutions, management or indemnification agreements, or employment or other contracts, for their current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals and agents of the LINN Debtors, as applicable.

67. "*Insurance Policies*" means any insurance policies, insurance settlement agreements, coverage-in-place agreements, or other agreements relating to the provision of insurance entered into by or issued to or for the benefit of any of the LINN Debtors or their predecessors.

68. "*Intercompany Claim*" means any Claim between one LINN Debtor and another LINN Debtor.

69. "*Interest*" means any equity security (as defined in section 101(16) of the Bankruptcy Code) in any LINN Debtor and any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Entity.

70. "*Interim Compensation Order*" means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* [Docket No. 721].

71. "*Interior*" means the United States Department of the Interior.

72. "*Internal Revenue Code*" means the Internal Revenue Code of 1986, as amended.

73. "*Investment Company Act*" means the Investment Company Act of 1940, as amended.

74. "*IRS*" means the Internal Revenue Service.

75. "*Judicial Code*" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

76. "*Lien*" has the meaning set forth in section 101(37) of the Bankruptcy Code.

77. "*LAC*" means Linn Acquisition Company, LLC, a Delaware limited liability company.

78. "*LINN*" means Linn Energy, LLC, a Delaware limited liability company.

79. "*LINN 2019 Unsecured Notes*" means, collectively, (a) the 6.5% senior notes due May 2019, issued by LINN and LINN Energy Finance Corp. pursuant to the LINN 2011 Unsecured Notes Indenture, and (b) the 6.25% senior notes due November 2019, issued by LINN and LINN Energy Finance Corp. pursuant to the LINN 2012 Unsecured Notes Indenture.

80. "*LINN 2020 Unsecured Notes*" means those certain 8.625% senior notes due 2020, issued by LINN and LINN Finance Corp. pursuant to the LINN April 2010 Unsecured Notes Indenture.

81. "*LINN 2021 Unsecured Notes*" means, collectively, (a) those certain 7.75% senior notes due February 2021, issued by LINN and LINN Finance Corp. pursuant to the LINN September 2010 Unsecured Notes Indenture, and (b) those certain 6.50% senior notes due September 2021, issued by LINN and LINN Energy Finance Corp. pursuant to the LINN 2014 Unsecured Notes Indenture.

82. "*LINN 2011 Unsecured Notes Indenture*" means that certain Indenture, dated as of May 13, 2011, by and among LINN and LINN Energy Finance Corp., as issuers, the guarantors party thereto, and the LINN Unsecured Notes Trustee, as may be amended, restated, or otherwise supplemented from time to time.

83. "*LINN 2012 Unsecured Notes Indenture*" means that certain Indenture, dated as of March 2, 2012, by and among LINN and LINN Energy Finance Corp., as issuers, the guarantors party thereto, and the LINN Unsecured Notes Trustee, as may be amended, restated, or otherwise supplemented from time to time.

84. "*LINN 2014 Unsecured Notes Indenture"* means that certain Indenture, dated as of September 9, 2014, by and among LINN and LINN Energy Finance Corp., as issuers, the guarantors party thereto, and the LINN Unsecured Notes Trustee, as may be amended, restated, or otherwise supplemented from time to time.

85. "*LINN Administrative Agent*" means Wells Fargo Bank, National Association, as administrative agent under the LINN Credit Agreement.

86. "*LINN April 2010 Unsecured Notes Indenture*" means that certain Indenture, dated as of April 6, 2010, by and among LINN and LINN Energy Finance Corp., as issuers, the guarantors party thereto, and the LINN Unsecured Notes Trustee, as may be amended, restated, or otherwise supplemented from time to time.

87. "*LINN Backstop Agreement*" means that certain Backstop Commitment Agreement, dated as of October 25, 2016, by and among LINN and the LINN Backstop Parties, as may be amended, restated, or supplemented from time to time.

88. "*LINN Backstop Agreement Order*" means the *Order Approving Motion of LINN Energy LLC and Certain of Its Debtor Affiliates for Authority to (A) Enter Into Backstop Agreement, (B) Pay Related Fees and Expenses, and (C) Granting Related Relief* [Docket No. 1179].

89. "*LINN Backstop Commitment Letter*" means that certain LINN Backstop Commitment Letter, dated as of October 7, 2016, by and among LINN and the LINN Backstop Parties (and any assignees thereof), as may be amended, supplemented, or otherwise modified from time to time in accordance therewith, including all exhibits and schedules attached thereto.

90. "*LINN Backstop Commitment Premium*" means a commitment premium equal to 4.0 percent of the LINN Rights Offerings Amount, of which 3.0 percent shall be paid in Cash and 1.0 percent shall be paid by Reorganized LINN in Reorganized LINN Common Stock at a 25 percent discount to LINN Plan Value pursuant to the terms of the LINN Backstop Agreement Order.

91. "*LINN Backstop Parties*" means, collectively, (a) the LINN Backstop Unsecured Parties, (b) the LINN Backstop Secured Parties, and (c) any assignees of (a) or (b), as permitted by the LINN Backstop Agreement.

92. "*LINN Backstop Secured Parties*" means those certain Holders of LINN Second Lien Notes Claims that are parties to the LINN Backstop Agreement as of the relevant determination date who have agreed to provide a backstop commitment with regard to the LINN Secured Rights Offering.

93. "*LINN Backstop Unsecured Parties*" means those certain Holders of LINN Unsecured Notes Claims that are parties to the LINN Backstop Agreement as of the relevant determination date who have agreed to provide a backstop commitment with regard to the LINN Unsecured Rights Offering.

94. "*LinnCo*" means LinnCo, LLC, a Delaware limited liability company.

95. "*LINN Convenience Claim*" means each Allowed LINN General Unsecured Claim in an Allowed amount that is greater than $0 but less than or equal to $2,500; *provided*, that a Holder of an Allowed LINN General Unsecured Claim may elect on its ballot to have such Claim irrevocably reduced to $2,500 and treated as a LINN Convenience Claim for the purposes of the Plan in full and final satisfaction of such Claim.

96. "*LINN Convenience Claims Cash Distribution Pool*" means an aggregate amount of $2,300,000 in Cash, which shall be irrevocably funded on the Effective Date by the LINN Debtors or Reorganized LINN Debtors, as applicable, and which shall be placed in a segregated bank account not subject to the control of the lenders or the administrative agent under the LINN Exit Facility, and administered by the Reorganized LINN Debtors for the benefit of Holders of Allowed LINN Convenience Claims and which account shall not, at any time, be subject to any liens, security interests, mortgages, or other encumbrances; *provided*, that for the avoidance of doubt, no fees of any Professional of any LINN Debtor, Reorganized LINN Debtor, or the LINN Creditor Representative shall be paid out of the funds that comprise the LINN Convenience Claims Cash Distribution Pool.

97. "*LINN Credit Agreement*" means that certain Sixth Amended and Restated Credit Agreement, dated as of April 24, 2013, by and among LINN, as borrower, the LINN Administrative Agent, and the lenders and agents party thereto, as may be amended, modified, or otherwise supplemented from time to time.

98. "*LINN Creditor Representative*" means the representative appointed by the Committee to represent the interests of Holders of Allowed LINN General Unsecured Claims and to consult with the LINN Debtors and Reorganized LINN Debtors and take other appropriate actions set forth in the Plan, as applicable, in the claims reconciliation process with respect to Disputed LINN General Unsecured Claims asserted against the LINN Debtors; *provided*, that the identity of the LINN Creditor Representative shall be disclosed in the Plan Supplement.

99. "*LINN Debtors*" means, collectively, the Debtors other than the Berry Debtors.

100. "*LINN Exit Facility*" means (a) the Reorganized LINN Term Loan and (b) the Reorganized LINN Revolving Loan, each on such terms as set forth in the LINN Exit Facility Documents.

101. "*LINN Exit Facility Documents*" means in connection with the LINN Exit Facility, the credit agreement in respect of the Reorganized LINN Term Loan and the Reorganized LINN Revolving Loan, collateral documents, Uniform Commercial Code statements, and other loan documents, to be dated as of the Effective Date, governing the LINN Exit Facility, which documents shall be included in the Plan Supplement, and which shall be in form and substance reasonably acceptable to the LINN Debtors and the Required Consenting LINN Creditors and consistent with the LINN Exit Facility Term Sheet.

102. "*LINN Exit Facility Term Sheet*" means that certain take-back paper term sheet setting forth the principal terms of the LINN Exit Facility, attached as Exhibit B to the LINN RSA.

103. "*LINN Funded Debt Equity Distribution*" means 100 percent of the shares of Reorganized LINN Common Stock to be issued as distributions under the Plan, subject to dilution by the Reorganized LINN Employee Incentive Plan, and the LINN Rights Offerings (including the portion of the LINN Backstop Commitment Premium payable in Reorganized LINN Common Stock), which shares shall be allocated Pro Rata among the holders of Allowed LINN Unsecured Notes Claims and Allowed LINN Second Lien Notes Claims based on the amount of such Holder's Allowed LINN Notes Claims as a percentage of the aggregate amount of all Allowed LINN Notes Claims.

104. "*LINN General Unsecured Claims*" means, with respect to any LINN Debtor, any Unsecured Claim against such LINN Debtor that is (a) not otherwise paid in full pursuant to an order of the Bankruptcy Court, (b) is not a LINN Unsecured Notes Claim, and (c) is not a LINN Second Lien Notes Claim.

105. "*LINN GUC Cash Distribution Pool*" means an aggregate amount of $37,700,000 in Cash (subject to the upward and downward adjustment with respect to the LINN Convenience Claims Cash Distribution Pool dictated by Article VII.D), which shall be irrevocably funded on the Effective Date by the LINN Debtors or the Reorganized LINN Debtors, as applicable, and which shall be placed in a segregated bank account not subject to the control of the lenders or the administrative agent under the LINN Exit Facility, and administered by the Reorganized LINN Debtors for the sole benefit of the Holders of Allowed LINN General Unsecured Claims and for the payment of costs related to the LINN Creditor Representative, and which account shall not, at any time, be subject to any liens, security interests, mortgages, or other encumbrances; *provided*, *however*, that in no event shall Allowed General Unsecured Claims be entitled to Cash in a total amount greater than the sum of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool.

106. "*LINN Indenture Trustee Charging Liens*" means any Lien or other priority in payment arising prior to the Effective Date to which a LINN Indenture Trustee is entitled, pursuant to the applicable LINN Notes Indenture, against distributions to be made to the Holders of the LINN Notes for payment of the LINN Indenture Trustee Fees and Expenses.

107. "*LINN Indenture Trustee Fees and Expenses*" means the Claims for reasonable and documented compensation, fees, expenses, and disbursements arising under the LINN Notes Indentures, including, without limitation, attorneys', financial advisors', and agents' fees, expenses, and disbursements, incurred under the LINN Notes Indentures by a LINN Indenture Trustee, prior to or after the Petition Date and prior to the Effective Date.

108. "*LINN Indenture Trustees*" means, collectively, (a) the LINN Unsecured Notes Trustee, and (b) the LINN Second Lien Notes Trustee.

109. "*LINN Intercompany Claim*" means any Claim held by any Debtor against a LINN Debtor, other than the LINN Intercompany Settled Claims.

110. "*LINN Intercompany Interest*" means any Interest in a LINN Debtor other than LinnCo and LINN and, for the avoidance of doubt, shall not include any Interest in the Berry Debtors.

111. "*LINN Intercompany Settled Claims*" means those certain Intercompany Claims held by the Berry Debtors against the LINN Debtors that shall be settled pursuant to the Berry-LINN Intercompany Settlement.

112. "*LINN Intercreditor Agreement*" means that certain Intercreditor Agreement, dated as of November 20, 2015, by and between Wells Fargo Bank, National Association, as priority lien agent, and U.S. Bank National Association, as second lien collateral trustee, as may be amended, modified, or otherwise supplemented from time to time.

113. "*LINN Lender*" means any secured party under the LINN Credit Agreement or Loan Documents (as defined in the LINN Credit Agreement).

114. "*LINN Lender Claims*" means any Claim against the LINN Debtors derived from or based on the LINN Credit Agreement, including the Adequate Protection Claims. The LINN Lender Claims are Allowed Claims as set forth in the proof of claim filed by the LINN Administrative Agent.

115. "*LINN Lender Paydown*" means the Cash payments equal to the sum of (a) $500 million from Cash proceeds of the LINN Rights Offerings, plus (b) other amounts from the LINN Debtors' Cash on hand (net of costs and expenses of the Chapter 11 Cases) consistent with the Plan and subject to the anti-cash hoarding provisions in the LINN Exit Facility Documents; *provided*, that each Non-Electing Lender shall not receive any portion of the LINN Lender Paydown and shall receive only a Reorganized LINN Non-Conforming Term Note in a principal amount equal to its Allowed LINN Lender Claim; *provided, further*, that each Consenting LINN Lender shall receive a LINN Lender Paydown payment in the amount of (a) its Allowed LINN Lender Claim less (b) the sum of the amount of such Consenting LINN Lender's Allowed LINN Lender Claim that is deemed to be a drawn loan pursuant to each of (x) the Reorganized LINN Term Loan and (y) the Reorganized LINN Revolving Loan, plus (c) on a pro forma basis with respect to all Consenting LINN Lenders its share of the amount that would otherwise be payable to Non-Electing Lenders, if such Non-Electing Lenders were Consenting LINN Lenders.

116. "*LINN Notes*" means, collectively, (a) the LINN Unsecured Notes, and (b) the LINN Second Lien Notes.

117. "*LINN Notes Claims*" means, at any time, the Claims represented by the LINN Notes.

118. "*LINN Notes Indentures*" means, collectively, (a) the LINN Second Lien Notes Indenture, and (b) the LINN Unsecured Notes Indentures.

119. "*LINN Plan Value*" means the equity value of Reorganized LINN (after including cash on hand of Reorganized LINN in excess of $50,000,000) pro forma for the restructured capital structure, including after giving effect to the participation in the LINN Rights Offerings by Holders of Allowed LINN Notes Claims, based on an enterprise value of $2.35 billion (which enterprise value excludes cash on hand of Reorganized LINN in excess of $50,000,000), as determined in the manner specified in the LINN Backstop Agreement.

120. "*LINN Restructuring Transactions*" means, collectively, those mergers, amalgamations, consolidations, arrangements, continuances, restructurings, transfers, conversions, dispositions, liquidations, dissolutions, or other corporate transactions that the LINN Debtors, the Required Consenting LINN Creditors, and the LINN Backstop Parties reasonably determine to be necessary or desirable to implement the Plan with respect to the LINN Debtors in a manner consistent with the LINN RSA and the LINN Backstop Agreement, including, without limitation, the LINN Rights Offerings, the LINN Exit Facility, the transactions contemplated by the New Organizational Documents, the transfer of assets to the Reorganized LINN Debtors that is intended to be a taxable transaction for U.S. federal income tax purposes, and the formation of Reorganized LINN, in each case, subject to the reasonable consent and approval rights of the applicable parties as set forth in the LINN RSA and the LINN Backstop Agreement, and the establishment and funding of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool.

121. "*LINN Rights*" means the non-certificated rights that will enable the Holders thereof to purchase shares of Reorganized LINN Common Stock at an aggregate purchase price of $530 million at a price per share to be determined based on a 20 percent discount to LINN Plan Value; *provided, however*, that in no event shall the shares of Reorganized LINN Common Stock issued pursuant to the LINN Rights (including any such shares to be purchased by the LINN Backstop Parties pursuant to the LINN Backstop Agreement), taken together with the shares

of Reorganized LINN Common Stock issued by Reorganized LINN pursuant to the LINN Backstop Agreement as part of the LINN Backstop Commitment Premium, collectively comprise less than 50.1 percent of the Reorganized LINN Common Stock outstanding as of the Effective Date.

122. "*LINN Rights Offerings*" means, collectively, (a) the LINN Secured Rights Offering; and (b) the LINN Unsecured Rights Offering, both of which shall be conducted in connection with the LINN Restructuring Transactions pursuant to the LINN Backstop Agreement and LINN Backstop Agreement Order, and in accordance with the LINN Rights Offerings Procedures.

123. "*LINN Rights Offerings Amount*" means $530 million in aggregate amount of LINN Rights (as divided between (a) the LINN Secured Rights Offering Amount and (b) the LINN Unsecured Rights Offering Amount).

124. "*LINN Rights Offerings Allowed Claims*" means, collectively, (a) the Allowed LINN Second Lien Notes Claims, and (b) the Allowed LINN Unsecured Notes Claims.

125. "*LINN Rights Offerings Participants*" means, collectively, (a) the Holders of the LINN Rights Offering Allowed Claims as of the LINN Rights Offerings Record Date, and (b) the LINN Backstop Parties.

126. "*LINN Rights Offerings Procedures*" means those certain rights offering procedures with respect to the LINN Rights Offerings, attached to the Disclosure Statement Order.

127. "*LINN Rights Offerings Record Date*" means the record date set by the LINN Rights Offerings Procedures, as of which date an Entity must be a record Holder of LINN Rights Offerings Allowed Claims in order to be eligible to be a LINN Rights Offerings Participant.

128. "*LINN RSA*" means that certain First Amended and Restated Restructuring Support Agreement, dated as of October 21, 2016, by and between the LINN Debtors (other than LinnCo) and the Consenting LINN Creditors, as may be amended, restated, or supplemented from time to time.

129. "*LINN Second Lien Notes*" means those certain 12.00% senior secured second lien notes issued by LINN and LINN Energy Finance Corp. pursuant to the LINN Second Lien Notes Indenture.

130. "*LINN Second Lien Notes Claims*" means any Claim derived from or arising under the LINN Second Lien Notes, the LINN Second Lien Notes Indenture, the LINN Second Lien Notes Collateral Agreement, or the LINN Second Lien Settlement Agreement, which are deemed Allowed pursuant to Article III.B.4 herein.

131. "*LINN Second Lien Notes Collateral Agreement*" means that certain Collateral Trust Agreement, dated as of November 20, 2015, by and among LINN, the guarantors party thereto, and U.S. Bank National Association, as collateral trustee, as may be amended, modified, or supplemented.

132. "*LINN Second Lien Notes Indenture*" means that certain Indenture, dated as of November 13, 2015, by and among LINN and LINN Energy Finance Corp., as issuers, and the LINN Second Lien Notes Trustee, as may be amended, supplemented or modified.

133. "*LINN Second Lien Notes Trustee*" means Delaware Trust Company, as successor trustee and collateral trustee under the LINN Second Lien Notes Indenture.

134. "*LINN Second Lien Plan Settlement*" means that certain settlement of the LINN Second Lien Notes Claims, as authorized pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, embodied in the LINN RSA, the terms of which are set forth in Article IV.D of the Plan.

135. "*LINN Second Lien Settlement Agreement*" means that certain Settlement Agreement, dated as of April 4, 2016, by and among LINN and LINN Energy Finance Corp., as issuers, the guarantors party thereto, the

LINN Second Lien Notes Trustee, and the Holders of the LINN Second Lien Notes party thereto, as may be amended, modified, or otherwise supplemented from time to time.

136. "*LINN Secured Rights*" means the non-certificated rights to be distributed to the Holders of Allowed LINN Second Lien Notes Claims that will enable the Holder thereof to purchase shares of Reorganized LINN Common Stock in the LINN Secured Rights Offering pursuant to the terms of the LINN Rights Offerings Procedures and the LINN Backstop Agreement.

137. "*LINN Secured Rights Offering*" means the offering of LINN Secured Rights to the Holders of Allowed LINN Second Lien Notes Claims as of the LINN Rights Offerings Record Date, pursuant to which such Holders are eligible to receive shares of Reorganized LINN Common Stock at the LINN Secured Rights Offering Amount, to be conducted in accordance with the applicable LINN Rights Offerings Procedures.

138. "*LINN Secured Rights Offering Amount*" means $210,995,592 in aggregate amount of LINN Secured Rights to receive shares of Reorganized LINN Common Stock at a price per share to be determined as described under the definition of "LINN Rights."

139. "*LINN September 2010 Unsecured Notes Indenture*" means that certain Indenture, dated as of September 13, 2010, by and among LINN and LINN Energy Finance Corp., as issuers, the guarantors party thereto, and the LINN Unsecured Notes Trustee, as may be amended, restated, or otherwise supplemented from time to time.

140. "*LINN Unsecured Rights*" means the non-certificated rights to be distributed to the Holders of Allowed LINN Unsecured Notes Claims as of the LINN Rights Offerings Record Date, pursuant to which such Holders are eligible to receive shares of Reorganized LINN Common Stock at the LINN Unsecured Rights Offering Amount.

141. "*LINN Unsecured Rights Offering Amount*" means $319,004,408 in aggregate amount of LINN Unsecured Rights to receive shares of Reorganized LINN Common Stock at a price per share to be determined as described under the definition of "LINN Rights."

142. "*LINN Unsecured Rights Offering*" means the offering of LINN Unsecured Rights to the Holders of Allowed LINN Unsecured Notes Claims as of the LINN Rights Offerings Record Date, pursuant to which such Holders are eligible to receive shares of Reorganized LINN Common Stock at the LINN Unsecured Rights Offering Amount, to be conducted in accordance with the applicable LINN Rights Offerings Procedures.

143. "*LINN Unsecured Notes*" means, collectively, (a) the LINN 2019 Unsecured Notes, (b) the LINN 2020 Unsecured Notes, and (c) the LINN 2021 Unsecured Notes.

144. "*LINN Unsecured Notes Claims*" means any Claim derived from or arising under the LINN Unsecured Notes, which shall be Allowed pursuant to this Plan.

145. "*LINN Unsecured Notes Indentures*" means, collectively, (a) the LINN April 2010 Unsecured Notes Indenture, (b) LINN September 2010 Unsecured Notes Indenture, (c) LINN 2011 Unsecured Notes Indenture, (d) LINN 2012 Unsecured Notes Indenture, and (e) LINN 2014 Unsecured Notes Indenture.

146. "*LINN Unsecured Notes Trustee*" means Wilmington Trust Company, in its capacity as successor trustee to U.S. Bank National Association under the LINN Unsecured Notes Indentures.

147. "*NASDAQ*" means the NASDAQ Stock Market.

148. "*New Organizational Documents*" means such certificates or articles of incorporation, by-laws, limited liability company operating agreements, shareholders agreements, or other applicable formation and governance documents of each of the Reorganized LINN Debtors (or their applicable subsidiaries), as applicable, the form of which shall be included in the Plan Supplement, and which shall be reasonably satisfactory to the LINN Debtors and the Required Consenting LINN Noteholders.

149. "*Non-Electing Lender*" has the meaning set forth in Article III.B.3(c) herein.

150. "*NYSE*" means the New York Stock Exchange.

151. "*Ordinary Course Professional Order*" means the *Order Authorizing the Retention and Compensation of Certain Professionals Utilized in the Ordinary Course of Business* [Docket No. 397].

152. "*Original LINN RSA*" means that certain Restructuring Support Agreement, dated as of May 10, 2016, by and among the LINN Lenders party thereto, the holders of certain Claims against Berry party thereto, and the Debtors.

153. "*Other LINN Priority Claims*" means any Claim against a LINN Debtor, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

154. "*Other LINN Secured Claims*" means any Secured Claim against any of the LINN Debtors other than LINN Lender Claims.

155. "*Petition Date*" means May 11, 2016, the date on which the Debtors commenced the Chapter 11 Cases.

156. "*Plan Supplement*" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan, to be Filed by the Debtors no later than 14 days before the Confirmation Hearing or such later date as may be approved by the Bankruptcy Court on notice to parties in interest, and additional documents Filed with the Bankruptcy Court before the Effective Date as amendments to the Plan Supplement comprised of, among other documents, the following: (a) the New Organizational Documents; (b) the Assumed Executory Contract and Unexpired Lease List; (c) the Rejected Executory Contract and Unexpired Lease List; (d) a list of retained Causes of Action; (e) the Reorganized LINN Employee Incentive Plan Agreements; (f) the Reorganized LINN Registration Rights Agreement; (g) the LINN Backstop Agreement; (h) the identity of the members of the Reorganized LINN Board and management for the Reorganized LINN Debtors; (i) the LINN Exit Facility Documents; (j) the Transition Services Agreement; (k) the Form Joint Operating Agreement; and (l) the Berry-LINN Intercompany Settlement Term Sheet; and (m) the identity of the LINN Creditor Representative. Any reference to the Plan Supplement in the Plan shall include each of the documents identified above as (a) through (m), as applicable. Any Plan Supplement documents shall be subject to the reasonable consent of the applicable Consenting LINN Creditors as set forth in the LINN RSA.

157. "*Priority Tax Claim*" means the Claims of Governmental Units of the type specified in section 507(a)(8) of the Bankruptcy Code.

158. "*Pro Rata*" means the proportion that the amount of an Allowed Claim or Allowed Interest in a particular Class bears to the aggregate amount of the Allowed Claims or Allowed Interests in that Class, or the proportion of the Allowed Claims or Allowed Interests in a particular Class and other Classes entitled to share in the same recovery as such Claim or Interest under the Plan.

159. "*Professional*" means an Entity, excluding those Entities entitled to compensation pursuant to the Ordinary Course Professional Order: (a) retained pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code; *provided, however*, that professionals employed by the LINN Administrative Agent, Berry Administrative Agent, any Indenture Trustee, or either of the Ad Hoc LINN Noteholder Groups or the Ad Hoc Group of Berry Unsecured Noteholders shall not be "Professionals" for the purposes of the Plan.

160. "*Professional Fee Claims*" means all Administrative Claims for the compensation of Professionals and the reimbursement of expenses incurred by such Professionals through and including the Effective Date to the

extent such fees and expenses have not been paid pursuant to the Interim Compensation Order or any other order of the Bankruptcy Court. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional's requested fees and expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Fee Claim.

161. "*Professional Fee Escrow Account*" means an interest-bearing account in an amount equal to the Professional Fee Reserve Amount and funded by the Debtors on the Effective Date, pursuant to Article II.A.2(b) of the Plan.

162. "*Professional Fee Reserve Amount*" means the total amount of Professional Fee Claims estimated in accordance with Article II.A.2(c) of the Plan.

163. "*Proof of Claim*" means a proof of Claim Filed against any of the LINN Debtors in the Chapter 11 Cases.

164. "*Proof of Interest*" means a proof of Interest Filed against any of the LINN Debtors in the Chapter 11 Cases.

165. "*Reinstate*," "*Reinstated*," or "*Reinstatement*" means with respect to Claims and Interests, that the Claim or Interest shall be rendered unimpaired for purposes of section 1124 of the Bankruptcy Code.

166. "*Rejected Executory Contract and Unexpired Lease List*" means the list, as determined by the LINN Debtors or the Reorganized LINN Debtors, as applicable, of Executory Contracts and Unexpired Leases that will be rejected by the Reorganized LINN Debtors pursuant to the Plan, which list shall be included in the Plan Supplement; *provided*, that such list with respect to material Executory Contracts and/or material Unexpired Leases shall be reasonably acceptable to the Required LINN Consenting Creditors.

167. "*Released Parties*" means, collectively, and in each case only in its capacity as such: (a) each of the LINN Debtors and the Reorganized LINN Debtors; (b) the Consenting LINN Creditors; (c) the LINN Administrative Agent; (d) the LINN Indenture Trustees; (e) the LINN Backstop Parties; (f) each of the LINN Lenders; (g) the Committee and each of its members; (h) the LINN Creditor Representative; and (i) with respect to each of the foregoing identified in subsections (a) through (g) herein, each of such entities' respective shareholders, affiliates, subsidiaries, members, current and former officers, current and former directors, employees, managers, agents, attorneys, investment bankers, restructuring advisors, professionals, advisors, and representatives, each in their capacities as such; *provided*, *however*, that any Holder of a Claim or Interest that opts out of the releases contained in the Plan shall not be a "Released Party."

168. "*Releasing Parties*" means, collectively, and in each case only in its capacity as such: (a) each of the LINN Debtors and the Reorganized LINN Debtors; (b) the Committee and each of its members; (c) the Consenting LINN Creditors; (d) the LINN Administrative Agent; (e) the LINN Indenture Trustees; (f) the LINN Backstop Parties; (g) each of the LINN Lenders; (h) the Committee and each of its members; (i) the LINN Creditor Representative; (j) without limiting the foregoing, each holder of a Claim against or an interest in the LINN Debtors, in each case other than such a holder that has voted to reject the Plan, is a member of a class that is deemed to reject the Plan, or has voted to accept the Plan or abstains from voting on the Plan and who expressly opts out of the release provided by the Plan; and (k) with respect to each of the foregoing parties under (a) through (j), such Entity and its current and former Affiliates, and such Entities' and their current and former Affiliates' current and former members, directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former members, equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

169. "*Reorganized*" means, as to any LINN Debtor or LINN Debtors, such LINN Debtor(s) as reorganized pursuant to and under the Plan or any successor thereto, by merger, consolidation, taxable disposition, or otherwise, on or after the Effective Date.

170. "*Reorganized Debtors*" means, collectively, and each in its capacity as such, the Debtors, as reorganized pursuant to and under the Plan or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date, and from and after the Effective Date shall include (without limitation) Reorganized LINN.

171. "*Reorganized LINN*" means a Delaware corporation or limited liability company to be formed on or before the Effective Date, which is not a successor for tax purposes, but will acquire LINN's assets on the Effective Date in a taxable disposition, as set forth in the Plan and the New Organizational Documents.

172. "*Reorganized LINN Board*" means the board of directors of Reorganized LINN on and after the Effective Date.

173. "*Reorganized LINN Common Stock*" means the new shares of common stock and/or limited liability company units, as applicable, in Reorganized LINN to be issued and distributed under and in accordance with the Plan.

174. "*Reorganized LINN Debtors*" means the LINN Debtors, as reorganized pursuant to and under the Plan, or any successor thereto, by merger, consolidation, or otherwise, except for those LINN Debtors that are dissolved or wound down pursuant to the terms of the Plan, and from and after the Effective Date, shall include (without limitation) Reorganized LINN and shall not include LINN, LinnCo, LAC, or Berry.

175. "*Reorganized LINN EIP Equity*" means the stock and options in the Reorganized LINN Debtors to be issued in connection with the Reorganized LINN Employee Incentive Plan and subject to the terms of the Reorganized LINN Employee Incentive Plan Agreements.

176. "*Reorganized LINN Employment Agreements*" means the employment agreements by and between employees of the LINN Debtors and the LINN Debtors, which shall be assumed and assigned to Reorganized LINN on the Effective Date.

177. "*Reorganized LINN Employee Incentive Plan*" means the management employee incentive plan to be implemented with respect to Reorganized LINN (and/or a subsidiary thereof) on the Effective Date, the material terms of which shall include equity-based awards providing for (a) 8 percent of the equity value of the Reorganized LINN Debtors as follows: (i) 2.5 percent of the equity value of the Reorganized LINN Debtors in the form of restricted stock units to be issued on the Effective Date, (ii) 1.5 percent of the equity value of the Reorganized LINN Debtors in the form of profits interests that will vest based on time and performance (with the performance conditions satisfied once the equity value of the Reorganized LINN Debtors (as equitably adjusted for subsequent contributions and distributions) is equal to 1.5 times the discounted equity value of the Reorganized LINN Debtors used for the LINN Rights Offerings), all of which will be issued on the Effective Date, and (z) the remaining 4 percent of the equity value of the Reorganized LINN Debtors in a form of equity-based award as determined by the Reorganized LINN Board, taking into account the then prevailing practices of publicly-traded exploration and production companies, and (b) an additional 2.0 percent of the equity of the Reorganized LINN Debtors, which will be issued as of the Effective Date in the form of profits interests that vest once the equity value of the Reorganized LINN Debtors (as equitably adjusted for subsequent contributions and distributions) is equal to 1.5 times the equity value of the Reorganized LINN Debtors as of the Effective Date, provided that all of the foregoing shall be qualified by the Reorganized LINN Employee Incentive Plan Term Sheet. The other terms and conditions of the Reorganized LINN Employee Incentive Plan shall be set forth in the Reorganized LINN Employee Incentive Plan Agreements and the participants' respective employment agreements.

178. "*Reorganized LINN Employee Incentive Plan Agreements*" means the agreements, in form and substance reasonably acceptable to Reorganized LINN and the Required Consenting LINN Creditors, that shall govern the terms of the Reorganized LINN Employee Incentive Plan and shall be consistent with the Reorganized LINN Employee Incentive Plan Term Sheet.

179. "*Reorganized LINN Employee Incentive Plan Term Sheet*" means that certain term sheet setting forth the principal terms of the Reorganized LINN Employee Incentive Plan, attached as Exhibit 2 to Exhibit A to the LINN RSA.

180. "*Reorganized LINN Non-Conforming Term Notes*" means the non-conforming term notes on the terms set forth in the Reorganized LINN Non-Conforming Term Note Documents, which shall not be part of the LINN Exit Facility.

181. "*Reorganized LINN Non-Conforming Term Note Documents*" means the credit agreement in respect of the Reorganized LINN Non-Conforming Term Notes, collateral documents, Uniform Commercial Code statements, and other loan documents, to be dated as of the Effective Date, governing the Reorganized LINN Non-Conforming Term Notes (if any).

182. "*Reorganized LINN Registration Rights Agreement*" means the registration rights agreement by and between Reorganized LINN, the LINN Backstop Parties (including their affiliates), and certain other parties that receive 10 percent or more of the shares of Reorganized LINN Common Stock issued under the Plan and/or the LINN Rights Offerings or cannot sell their shares under Rule 144 of the Securities Act without volume or manner of sale restrictions, as of the Effective Date, pursuant to which such parties shall be entitled to customary registration rights with respect to such Reorganized LINN Common Stock, which shall be in substantially the form to be filed with the Plan Supplement and reasonably acceptable to LINN and the Required Consenting LINN Noteholders.

183. "*Reorganized LINN Revolving Loan*" means the reserve based lending facility with an initial borrowing base equal to $1.4 billion minus the amount of Reorganized LINN Non-Conforming Term Notes issued to Non-Electing Lenders (as initially divided between a $1.4 billion conforming tranche minus the amount of Reorganized LINN Non-Conforming Term Notes issued to Non-Electing Lenders and $0.0 in a non-conforming tranche), on the terms and conditions set forth in the LINN Exit Facility Documents.

184. "*Reorganized LINN Term Loan*" means the new first lien term loan in the aggregate original principal amount of $300 million on the terms set forth in the LINN Exit Facility Documents.

185. "*Required Consenting LINN Creditors*" means, collectively, (a) the Required Consenting LINN Lenders, and (b) the Required Consenting LINN Noteholders.

186. "*Required Consenting LINN Lenders*" means the Consenting LINN Lenders holding, controlling, or having the ability to control more than sixty-six and two-thirds percent (66-2/3 percent) of the outstanding principal amount of LINN Lender Claims directly or indirectly held or controlled by the Consenting LINN Lenders, calculated as of such date the Consenting LINN Lenders make a determination in accordance with the LINN RSA.

187. "*Required Consenting LINN Noteholders*" means (a) members of the Steering Committee of the Ad Hoc Group of Unsecured Noteholders (as each term is defined in the LINN RSA) holding more than sixty-six and two-thirds percent (66-2/3 percent) of the LINN Unsecured Notes Claims held by all members of the Steering Committee of the Ad Hoc Group of Unsecured Noteholders, and (b) members of the Steering Committee of the Ad Hoc Group of Second Lien Noteholders (as each term is defined in the LINN RSA) holding more than sixty-six and two-thirds percent (66-2/3 percent) of the LINN Second Lien Notes Claims held by all members of the Steering Committee of the Ad Hoc Group of Second Lien Noteholders, in each case of (a) and (b), voting as a separate class, and calculated as of such date as the Consenting LINN Noteholders make a determination in accordance with the LINN RSA or the LINN Backstop Agreement, as applicable.

188. "*Royalty and Working Interests*" means the working interests granting the right to exploit oil and gas, and certain other royalty or mineral interests, including but not limited to, landowner's royalty interests, overriding royalty interests, net profit interests, non-participating royalty interests, and production payments.

189. "*Schedules*" means the schedules of assets and liabilities, schedules of Executory Contracts or Unexpired Leases, and statement of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, the official bankruptcy forms, and the Bankruptcy Rules.

190. "*SEC*" means the Securities and Exchange Commission.

191. "*Secured*" means when referring to a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code; or (b) Allowed pursuant to the Plan or separate order of the Bankruptcy Court as a secured claim.

192. "*Securities Act*" means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, as amended, together with the rules and regulations promulgated thereunder.

193. "*Security*" or "*Securities*" has the meaning set forth in section 2(a)(1) of the Securities Act.

194. "*Transition Services Agreement*" means the transition services and separation agreement by and between the LINN Debtors and the Berry Debtors, as provided for in the LINN RSA, which shall be reasonably satisfactory in form and substance to the LINN Debtors, the Required Consenting LINN Creditors, and the Berry Debtors.

195. "*Unexpired Lease*" means a lease to which one or more of the LINN Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

196. "*Unimpaired*" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

197. "*U.S.*" means the United States of America.

198. "*U.S. Trustee*" means the Office of the U.S. Trustee Region 7 for the Southern District of Texas.

199. "*Unsecured Claim*" means any Claim that is not an Administrative Claim, Priority Tax Claim, Other LINN Priority Claim, LINN Lender Claim, or other Secured Claim; *provided*, that, for the avoidance of doubt and pursuant to Article IV.D herein and the LINN Second Lien Settlement, the LINN Second Lien Notes Claims shall constitute Unsecured Claims.

B. Rules of Interpretation.

For the purposes of the Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity's successors and assigns; (5) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) subject to the provisions of any contract, certificate of incorporation, or similar formation document or agreement, by-law, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (9) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (10) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (11) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (12) all references to docket numbers of documents

Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (13) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (14) any immaterial effectuating provisions may be interpreted by the Reorganized LINN Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; and (15) except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the LINN Debtors or to the Reorganized LINN Debtors shall mean the LINN Debtors and the Reorganized LINN Debtors, as applicable, to the extent the context requires.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

D. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided*, *however*, that corporate governance matters relating to the LINN Debtors or the Reorganized LINN Debtors, as applicable, shall be governed by the laws of the state of incorporation or formation of the relevant LINN Debtor or Reorganized LINN Debtor, as applicable.

E. Reference to Monetary Figures.

All references in the Plan to monetary figures shall refer to currency of the U.S., unless otherwise expressly provided.

F. Conflicts.

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

ARTICLE II.
ADMINISTRATIVE CLAIMS AND PRIORITY TAX CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests. Except with respect to Professional Fee Claims, which shall be allocated and paid in the manner specified in Article II.A.2 of this Plan, each LINN Debtor shall be obligated to satisfy only the Allowed Administrative Claims or Priority Tax Claims of its respective Estates.

A. Administrative Claims.

1. General Administrative Claims.

Except as specified in this Article II, unless the Holder of an Allowed General Administrative Claim and the LINN Debtors or the Reorganized LINN Debtors, as applicable, agree to less favorable treatment, each Holder of an Allowed General Administrative Claim will receive, in full satisfaction of its General Administrative Claim,

Cash equal to the amount of such Allowed General Administrative Claim either: (a) on the Effective Date; (b) if the General Administrative Claim is not Allowed as of the Effective Date, 60 days after the date on which an order allowing such General Administrative Claim becomes a Final Order, or as soon thereafter as reasonably practicable; or (c) if the Allowed General Administrative Claim is based on a liability incurred by the Debtors in the ordinary course of their business after the Petition Date, pursuant to the terms and conditions of the particular transaction or agreement giving rise to such Allowed General Administrative Claim, without any further action by the Holders of such Allowed General Administrative Claim, and without any further notice to or action, order, or approval of the Bankruptcy Court. Notwithstanding the foregoing, no request for payment of a General Administrative Claim need be Filed with respect to a General Administrative Claim previously Allowed by Final Order.

Except for Claims of Professionals, requests for payment of General Administrative Claims that were not accrued in the ordinary course of business must be Filed and served on the LINN Debtors or the Reorganized LINN Debtors, as applicable, no later than the Administrative Claims Bar Date applicable to the LINN Debtor against whom the General Administrative Claim is asserted pursuant to the procedures specified in the Confirmation Order and the notice of the Effective Date. Holders of General Administrative Claims that are required to File and serve a request for payment of such General Administrative Claims by the Administrative Claims Bar Date that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such General Administrative Claims against the LINN Debtors, the Reorganized LINN Debtors, or their respective property and such General Administrative Claims shall be deemed forever discharged and released as of the Effective Date. Any requests for payment of General Administrative Claims that are not properly Filed and served by the Administrative Claims Bar Date shall not appear on the Claims Register and shall be disallowed automatically without the need for further action by the Debtors or the Reorganized LINN Debtors or further order of the Bankruptcy Court. To the extent this Article II.A.1 conflicts with Article XII.C of the Plan with respect to fees and expenses payable under section 1930(a) of the Judicial Code, including fees and expenses payable to the U.S. Trustee, Article XII.C of the Plan shall govern.

The Reorganized LINN Debtors, in their sole and absolute discretion, may settle General Administrative Claims in the ordinary course of business without further Bankruptcy Court approval. The LINN Debtors may also choose to object to any Administrative Claim no later than 60 days from the Administrative Claims Bar Date, subject to extensions by the Bankruptcy Court, agreement in writing of the parties, or on motion of a party in interest approved by the Bankruptcy Court. Unless the LINN Debtors or the Reorganized LINN Debtors (or other party with standing) object to a timely filed and properly served Administrative Claim, such Administrative Claim will be deemed Allowed in the amount requested. In the event that the LINN Debtors or the Reorganized LINN Debtors object to an Administrative Claim, the parties may confer to try to reach a settlement and, failing that, the Bankruptcy Court will determine whether such Administrative Claim should be allowed and, if so, in what amount; *provided*, that in no event shall any Reorganized LINN Debtor be obligated to satisfy any Allowed General Administrative Claim asserted against LINN or LinnCo.

2. Professional Compensation.

(a) Final Fee Applications.

All final requests for payment of Professional Fee Claims, including the Professional Fee Claims incurred during the period from the Petition Date through the Effective Date, must be Filed and served on the Reorganized LINN Debtors no later than 60 days after the Effective Date. All such final requests will be subject to approval by the Bankruptcy Court after notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior orders of the Bankruptcy Court in the Chapter 11 Cases, including the Interim Compensation Order, and once approved by the Bankruptcy Court, promptly paid from the Professional Fee Escrow Account up to its full Allowed amount. If the Professional Fee Escrow Account is insufficient to fund the full Allowed amounts of Professional Fee Claims, remaining unpaid Allowed Professional Fee Claims will be allocated among and paid directly by the Reorganized LINN Debtors in the manner prescribed by Article II.A.2(d) of the Plan.

(b) Professional Fee Escrow Account.

On the Effective Date, the Reorganized LINN Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Reserve Amount, the funding of which shall be allocated among

the LINN Debtors in the manner prescribed by Article II.A.2(d) of the Plan. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Reorganized LINN Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed by a Final Order. When all such Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors in the manner prescribed by the allocation set forth in Article II.A.2(d) of the Plan, without any further action or order of the Bankruptcy Court. If the Professional Fee Escrow Account is insufficient to fund the full Allowed amounts of Professional Fee Claims, remaining unpaid Allowed Professional Fee Claims will be paid by the LINN Debtors or the Reorganized LINN Debtors, as applicable.

(c) Professional Fee Reserve Amount.

Professionals shall estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the LINN Debtors before and as of the Effective Date and shall deliver such estimate to the LINN Debtors no later than five Business Days before the Effective Date; *provided*, *however*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the LINN Debtors or Reorganized LINN Debtors may estimate the unpaid and unbilled fees and expenses of such Professional. The total amount estimated pursuant to this section shall comprise the Professional Fee Reserve Amount. The Professional Fee Reserve Amount, as well as the return of any excess funds in the Professional Fee Escrow Account after all Allowed Professional Fee Claims have been paid in full, shall be allocated as among the LINN Debtors in the manner prescribed by Article II.A.2(d) of the Plan.

(d) Allocation of Professional Fee Claims.

Allowed Professional Fee Claims shall be allocated to, and paid by, the applicable LINN Debtor (or Berry Debtor) for whose benefit such Professional Fees Claims were incurred in a manner consistent with the terms of the Cash Collateral Order and/or Cash Management Order. For the avoidance of doubt, the LINN Debtors shall not be responsible for payment of any legal, professional, or other fees and expenses incurred by the Berry Debtors in connection with the Chapter 11 Cases and after the Effective Date, and the Berry Debtors shall not be responsible for payment of any legal, professional, or other fees and expenses incurred by the LINN Debtors in connection with the Chapter 11 Cases and after the Effective Date.

(e) Post-Confirmation Date Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the LINN Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses incurred by the LINN Debtors. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized LINN Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Adequate Protection Claims.

Adequate Protection Claims of the LINN Lenders will receive the treatment provided for in Article III.B.3 for Holders of Allowed LINN Lender Claims.

B. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax

Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code and, for the avoidance of doubt, Holders of Allowed Priority Tax Claims will receive interest on such Allowed Priority Tax Claims after the Effective Date in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code; *provided*, that in no event shall any Reorganized LINN Debtor be obligated to satisfy any Priority Tax Claim asserted against LINN or LinnCo.

C. Statutory Fees.

All fees due and payable pursuant to section 1930 of Title 28 of the United States Code before the Effective Date with respect to the LINN Debtors shall be paid by the LINN Debtors. On and after the Effective Date, the Reorganized LINN Debtors shall pay any and all such fees when due and payable, and shall File with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each LINN Debtor shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular LINN Debtor's case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests.

Claims and Interests, except for Administrative Claims and Priority Tax Claims, are classified in the Classes set forth in this Article III. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied before the Effective Date. The LINN Debtors reserve the right to assert that the treatment provided to Holders of Claims and Interests pursuant to Article III.B of the Plan renders such Holders Unimpaired.

The Plan constitutes a separate chapter 11 plan of reorganization for each LINN Debtor, each of which shall include the classifications set forth below. Subject to Article III.D of the Plan, to the extent that a Class contains Claims or Interests only with respect to one or more particular LINN Debtors, such Class applies solely to such LINN Debtor.

The following chart represents the classification of Claims and Interests for each LINN Debtor pursuant to the Plan.

Class	Claims and Interests	Status	Voting Rights
Class A1	Other LINN Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class A2	Other LINN Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class A3	LINN Lender Claims	Impaired	Entitled to Vote
Class A4	LINN Second Lien Notes Claims	Impaired	Entitled to Vote
Class A5	LINN Unsecured Notes Claims	Impaired	Entitled to Vote
Class A6	LINN General Unsecured Claims	Impaired	Entitled to Vote
Class A7	LINN Convenience Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class A8	LINN Intercompany Settled Claims	Impaired	Presumed to Accept
Class A9	LINN Intercompany Claims	Unimpaired/ Impaired	Not Entitled to Vote (Deemed to Accept/Reject)

Class	Claims and Interests	Status	Voting Rights
Class A10	LINN Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class A11	LINN Intercompany Interests	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class A12	Interests in LINN and LinnCo	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Claims and Interests.

To the extent a Class contains Allowed Claims or Allowed Interests with respect to any LINN Debtor, the classification of Allowed Claims and Allowed Interests is specified below.

1. Class A1 - Other LINN Secured Claims.

(a) *Classification*: Class A1 consists of Other LINN Secured Claims.

(b) *Treatment*: Except to the extent that a Holder of an Allowed Other LINN Secured Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other LINN Secured Claim, each such Holder shall receive, at the option of the applicable LINN Debtor(s), either:

(i) payment in full in Cash;

(ii) delivery of collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code;

(iii) Reinstatement of such Claim; or

(iv) other treatment rendering such Claim Unimpaired.

(c) *Voting:* Class A1 is Unimpaired under the Plan. Holders of Claims in Class A1 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

2. Class A2 - Other LINN Priority Claims.

(a) *Classification*: Class A2 consists of Other LINN Priority Claims.

(b) *Treatment*: Except to the extent that a Holder of an Allowed Other LINN Priority Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other LINN Priority Claim, each such Holder shall receive, at the option of the applicable LINN Debtor(s), either:

(i) payment in full in Cash; or

(ii) other treatment rendering such Claim Unimpaired.

(c) *Voting*: Class A2 is Unimpaired under the Plan. Holders of Claims in Class A2 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

3. Class A3 - LINN Lender Claims.

(a) *Classification*: Class A3 consists of LINN Lender Claims Against the LINN Debtors.

(b) *Allowance*: Notwithstanding any other provision of this Plan to the contrary, on the Effective Date, the LINN Lender Claims are Allowed as fully Secured Claims under section 506(b) of the Bankruptcy Code having first lien priority in the amount of $1.939 billion on account of unpaid principal, plus unpaid interest, fees, other expenses, and other obligations arising under or in connection with the LINN Lender Claims, or as set forth in the LINN Credit Agreement other Loan Documents (as defined in the LINN Credit Agreement), in each case, not subject either in whole or in part to off-set, disallowance or avoidance under chapter 5 of the Bankruptcy Code or otherwise, or any legal, contractual, or equitable theory for claims or Causes of Action (including, without limitation, subordination, recharacterization, recoupment, or unjust enrichment) that the any Person including but not limited to the Debtors and their Estates may be entitled to assert against the LINN Lenders or the LINN Lender Claims.

(c) *Treatment*: Notwithstanding any other provision of this Plan to the contrary, on the Effective Date, except to the extent that a Holder of an Allowed LINN Lender Claim in Class A3 agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed LINN Lender Claim, each such Holder shall receive its Pro Rata share of: (A) if such Holder elects to participate in the LINN Exit Facility, (i) the LINN Exit Facility and (ii) the LINN Lender Paydown upon the execution of definitive documentation, dated on or before the Effective Date, necessary to implement the Plan, including the LINN Exit Facility Documents; or (B) if such Holder elects not to participate in the LINN Exit Facility (each, a "Non-Electing Lender"), in which case such Non-Electing Lender shall receive its Pro Rata share of the Reorganized LINN Non-Conforming Term Notes, in lieu of any share of (i) the LINN Exit Facility and (ii) the LINN Lender Paydown, upon the execution of definitive documentation, dated on or before the Effective Date, necessary to implement the Plan, including the Reorganized LINN Non-Conforming Term Notes Documents. The Reorganized Linn Non-Conforming Term Notes shall have the same maturity and liens as the Reorganized LINN Revolving Loans. For the avoidance of doubt, each Non-Electing Lender shall not receive any portion of the LINN Lender Paydown and shall receive only a Reorganized LINN Non-Conforming Term Note in a principal amount equal to its Allowed LINN Lender Claim, and each Consenting LINN Lender shall receive a LINN Lender Paydown payment in the amount of (a) its Allowed LINN Lender Claim less (b) the sum of the amount of such Consenting LINN Lender's Allowed LINN Lender Claim that is deemed to be a drawn loan pursuant to each of (x) the Reorganized LINN Term Loan and (y) Reorganized LINN Revolving Loan, plus (c) on a pro forma basis with respect to all Consenting LINN Lenders its share of the amount that would otherwise be payable to Non-Electing Lenders, if such Non-Electing Lenders were Consenting LINN Lenders (such that the aggregate amount received by Consenting LINN Lenders is equal to the LINN Lender Paydown).

(d) *Voting:* Class A3 is Impaired under the Plan. Holders of Claims in Class A3 are entitled to vote to accept or reject the Plan.

4. Class A4 - LINN Second Lien Notes Claims.

(a) *Classification*: Class A4 consists of LINN Second Lien Notes Claims.

(b) *Allowance*: As set forth in Article IV.D herein and the LINN Second Lien Plan Settlement, the LINN Second Lien Notes Claims are Allowed as Unsecured Claims in

an amount equal to $2.0 billion, plus unpaid interest (applying an interest rate of 12.00 percent on the $1 billion principal amount of the LINN Second Lien Notes), fees, and other expenses arising under or in connection with the LINN Second Lien Notes Claims, and shall not be subject to any avoidance, reductions, setoff, offset, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, objection, or any other challenges under any applicable law or regulation by any Person.

(c) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed LINN Second Lien Notes Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed LINN Second Lien Notes Claim, each such Holder shall (i) receive its Pro Rata share (based on the amount of its Allowed LINN Second Lien Notes Claim as a percentage of all Allowed LINN Second Lien Notes Claims) of (A) $30 million in Cash, and (B) the LINN Secured Rights, and (ii) its Pro Rata share (based on its Allowed LINN Second Lien Notes Claim as a percentage of the total Allowed LINN Notes Claims) of the LINN Funded Debt Equity Distribution. Distribution to each Holder of an Allowed LINN Second Lien Notes Claim shall be subject to the rights and the terms of the LINN Second Lien Notes Indenture and the right of the LINN Second Lien Notes Trustee to assert its LINN Second Lien Notes Trustee Charging Lien.

(d) *Voting:* Class A4 is Impaired under the Plan. Holders of Claims in Class A4 are entitled to vote to accept or reject the Plan.

5. Class A5 - LINN Unsecured Notes Claims.

(a) *Classification*: Class A5 consists of LINN Unsecured Notes Claims.

(b) *Allowance*: The LINN Unsecured Notes Claims are Allowed as follows: (i) $580,100,547.11 due as of the Petition Date under the 6.5% senior notes due May 2019, issued by LINN and LINN Energy Finance Corp. pursuant to the LINN 2011 Unsecured Notes Indenture; (ii) $600,580,190.97 due as of the Petition Date under the 6.25% senior notes due November 2019, issued by LINN and LINN Energy Finance Corp. pursuant to the LINN 2012 Unsecured Notes Indenture; (iii) $754,061,706.75 due as of the Petition Date under the LINN 2020 Unsecured Notes; (iv) $788,870,992.11 due as of the Petition Date under the 7.75% senior notes due February 2021, issued by LINN and LINN Finance Corp. pursuant to the LINN September 2010 Unsecured Notes Indenture; and (v) $385,279,610.33 due as of the Petition Date under the 6.5% senior notes due September 2021, issued by LINN and LINN Energy Finance Corp. pursuant to the LINN 2014 Unsecured Notes Indenture; in each case, plus any additional unpaid interest, fees, and other expenses (if any) arising under or in connection with the LINN Unsecured Notes Claims.

(c) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed LINN Unsecured Notes Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed LINN Unsecured Notes Claim, each such Holder shall receive its Pro Rata share of (i) the LINN Funded Debt Equity Distribution (based on the amount of their Allowed LINN Unsecured Notes Claim as a percentage of the total Allowed LINN Notes Claims), and (ii) the LINN Unsecured Rights (based on the amount of its Allowed LINN Unsecured Notes Claim as a percentage of all Allowed LINN Unsecured Notes Claims).

(d) *Voting:* Class A5 is Impaired under the Plan. Holders of Claims in Class A5 are entitled to vote to accept or reject the Plan.

6. Class A6 - LINN General Unsecured Claims.

(a) *Classification*: Class A6 consists of LINN General Unsecured Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed LINN General Unsecured Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed LINN General Unsecured Claim, each such Holder shall receive its Pro Rata share of the LINN GUC Cash Distribution Pool; *provided*, that a Holder of an Allowed LINN General Unsecured Claim may elect to irrevocably reduce its Allowed LINN General Unsecured Claim to $2,500 to receive the treatment provided for Holders of Allowed LINN Convenience Claims. To the extent the LINN GUC Cash Distribution Pool is not fully consumed for any reason, the residual excess will be distributed Pro Rata to Holders of Allowed LINN General Unsecured Claims.

(c) *Voting:* Class A6 is Impaired under the Plan. Holders of Claims in Class A6 are entitled to vote to accept or reject the Plan.

7. Class A7 - LINN Convenience Claims.

(a) *Classification*: Class A7 consists of LINN Convenience Claims.

(b) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed LINN Convenience Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed LINN Convenience Claim, each such Holder shall receive Cash in an amount equal to its Allowed LINN Convenience Claim; *provided*, *however*, that (i) to the extent that the sum of (A) Allowed LINN Convenience Claims and (B) Allowed LINN General Unsecured Claims for which such Holders elect to irrevocably reduce to receive treatment as Allowed LINN Convenience Claims exceeds the LINN Convenience Claims Cash Distribution Pool, any such excess costs will be paid with, and deducted from, the LINN GUC Cash Distribution Pool, and (ii) to the extent that the LINN Convenience Claims Cash Distribution Pool is not fully consumed for any reason, the residual excess will be deposited into the LINN GUC Cash Distribution Pool for Pro Rata distribution to Holders of Allowed LINN General Unsecured Claims other than Holders of Allowed LINN Convenience Claims.

(c) *Voting:* Class A7 is Unimpaired under the Plan. Holders of Claims in Class A7 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

8. Class A8 - LINN Intercompany Settled Claims.

(a) *Classification*: Class A8 consists of LINN Intercompany Settled Claims.

(b) *Treatment*: The Allowed LINN Settled Intercompany Claims shall receive the treatment set forth in the Berry-LINN Intercompany Settlement, which shall include, among other things, an Allowed LINN Settled Intercompany Claim against LINN in

the aggregate amount of $25 million, which such Claim will be treated as an Allowed LINN General Unsecured Claim pursuant to Article III.B.6 hereof.

(c) *Voting:* Class A8 is Impaired under the Plan. Holders of Allowed LINN Intercompany Settled Claims are presumed to accept the Plan.

9. Class A9 - LINN Intercompany Claims.

(a) *Classification*: Class A9 consists of LINN Intercompany Claims.

(b) *Treatment*: Each Allowed LINN Intercompany Claim shall be, at the option of the LINN Debtors or the Reorganized LINN Debtors, either: (i) Reinstated; (ii) converted to equity; or (iii) canceled and shall receive no distribution on account of such Claims and may be compromised, extinguished, or settled after the Effective Date; *provided, however*, that any LINN Intercompany Claim relating to any postpetition payments from any Debtor to a LINN Debtor under any postpetition Intercompany Transaction (as defined in the Cash Management Order, and including any postpetition payments from LINN to any other LINN Debtor) shall be, unless the applicable LINN Debtor agrees otherwise or as otherwise provided in the Berry-LINN Intercompany Settlement, paid in full in Cash as a General Administrative Claim pursuant to Article II.A herein.

(c) *Voting:* Class A9 is either Unimpaired and/or treated as a General Administrative Claim, and such Holders of LINN Intercompany Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code, or Impaired, and such Holders of Allowed Class A9 Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Allowed LINN Intercompany Claims are not entitled to vote to accept or reject the Plan.

10. Class A10 - LINN Section 510(b) Claims.

(a) *Classification*: Class A10 consists of LINN Section 510(b) Claims.

(b) *Treatment*: Each LINN Section 510(b) Claim shall be deemed canceled, discharged, released, and extinguished, and there shall be no distribution to Holders of LINN Section 510(b) Claims on account of such Claims.

(c) *Voting:* Class A10 is Impaired under the Plan. Holders of Allowed LINN Section 510(b) Claims are deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code. Holders of Allowed LINN Section 510(b) Claims are not entitled to vote to accept or reject the Plan.

11. Class A11 - LINN Intercompany Interests.

(a) *Classification*: Class A11 consists of all LINN Intercompany Interests.

(b) *Treatment*: LINN Intercompany Interests shall be Reinstated as of the Effective Date.

(c) *Voting:* Class A11 is Unimpaired under the Plan. Holders of LINN Intercompany Interests are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

12. Class A12 - Interests in LINN and LinnCo.

(a) *Classification*: Class A12 consists of any Interests in LINN and LinnCo.

(b) *Treatment*: On the Effective Date, existing Interests in LINN and LinnCo shall be deemed canceled, discharged, released, and extinguished, and there shall be no distribution to Holders of Interests in LINN and LinnCo on account of such Interests.

(c) *Voting:* Class A12 is Impaired under the Plan. Holders of Interests in LINN and LinnCo are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

C. Special Provision Governing Unimpaired Claims.

Except as otherwise provided in the Plan, nothing under the Plan shall affect the LINN Debtors' rights in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

D. *Elimination of Vacant Classes.*

Any Class of Claims or Interests that, as of the commencement of the Confirmation Hearing, does not have at least one Holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes pursuant to the Disclosure Statement Order shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

E. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant to Article III.B of the Plan. The LINN Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The LINN Debtors reserve the right to modify the Plan in accordance with Article X hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims to render such Class of Claims Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules or to withdraw the Plan as to such LINN Debtor.

F. Voting Classes; Presumed Acceptance by Non-Voting Classes

If a Class contains Holders of Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be presumed accepted by the Holders of such Claims or Interests in such Class.

G. Presumed Acceptance and Rejection of the Plan

To the extent that Claims of any class are canceled, each Holder of a Claim in such class is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan. To the extent that Claims or Interests of any Class are Reinstated, each Holder of a Claim or Interest in such Class is presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plans.

H. Intercompany Interests

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests, but rather for the purposes of administrative convenience, for the ultimate benefit of the Holders of Reorganized LINN Common Stock, and in exchange for the LINN Debtors' and Reorganized LINN Debtors' agreement under the Plan to make certain distributions to the Holders of Allowed Claims. For the avoidance of doubt, any Interest in Non-Debtor Subsidiaries owned by a LINN Debtor shall continue to be owned by the applicable Reorganized LINN Debtor.

I. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

J. Subordinated Claims and Interests.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the LINN Debtors or Reorganized LINN Debtors reserve the right to re-classify any Allowed Claim in accordance with any contractual, legal, or equitable subordination relating thereto. Notwithstanding anything in this Plan to the contrary, the LINN Lender Claims shall not be subordinated in any manner or for any reason.

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN

A. General Settlement of Claims and Interests.

The Plan shall be deemed a motion to approve the good-faith compromise and settlement pursuant to which the LINN Debtors, the Holders of Claims against and/or Interests in the LINN Debtors, the Consenting LINN Creditors, and the LINN Lenders settle all Claims, Interests, and Causes of Action pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, including the Berry-LINN Intercompany Settlement, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. The Confirmation Order shall constitute the Court's approval of the compromise, settlement, and release of all such Claims, Interests, and Causes of Action, as well as a finding by the Bankruptcy Court that all such compromises, settlements, and releases are in the best interests of the LINN Debtors, their Estates, and the Holders of Claims, Interests, and Causes of Action, and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized LINN Debtors may compromise and settle all Claims and Causes of Action against, and Interests in, the LINN Debtors and their Estates. The compromises, settlements, and releases described herein shall be deemed nonseverable from each other and from all other terms of the Plan. Subject to Article VI of the Plan, all distributions made to Holders of Allowed Claims and Allowed Interests in any Class are intended to be and shall be final.

B. LINN Restructuring Transactions.

On the Effective Date, the LINN Debtors or the Reorganized LINN Debtors, as applicable, will effectuate the LINN Restructuring Transactions, and will take any actions as may be necessary or advisable to effect a corporate restructuring of their respective businesses or a corporate restructuring of the overall corporate structure of the LINN Debtors, to the extent provided herein. The actions to implement the LINN Restructuring Transactions

may include: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree, including the formation of the entity or entities that will comprise the Reorganized LINN Debtors; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (c) the filing of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, dissolution, or other organizational documents pursuant to applicable state law; (d) the execution and delivery of the New Organizational Documents; (e) the execution and delivery of the LINN Exit Facility Documents (including all actions to be taken, undertakings to be made, and obligations to be incurred and fees, expenses, and the LINN Lender Paydown to be paid by the LINN Debtors and the Reorganized LINN Debtors, as applicable), subject to any post-closing execution and delivery periods provided for in the LINN Exit Facility Documents; (f) the execution and delivery of the Transition Services Agreement (including all actions to be taken, undertakings to be made, and obligations to be incurred and fees to be paid by the LINN Debtors, the Reorganized LINN Debtors, the Berry Debtors, or the reorganized Berry Debtors, as applicable, in connection therewith); (g) the execution and delivery of the Form Joint Operating Agreement (including all actions to be taken, undertakings to be made, and obligations and fees to be paid by the LINN Debtors, Reorganized LINN Debtors, the Berry Debtors, and the reorganized Berry Debtors, as applicable); (h) the execution and delivery of the Reorganized LINN Registration Rights Agreement; (i) the issuance of the Reorganized LINN Common Stock pursuant to the LINN Funded Debt Equity Distribution; (j) pursuant to the LINN Rights Offerings Procedures and the LINN Backstop Agreement, the implementation of the LINN Rights Offerings, the distribution of the LINN Rights to the LINN Rights Offerings Participants as of the LINN Rights Offerings Record Date, and the issuance of the Reorganized LINN Common Stock in connection therewith; (k) adoption of the Reorganized LINN Employee Incentive Plan and the allocation and issuance of the Reorganized LINN EIP Equity in accordance with the terms included therein; (l) the establishment and funding of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool; and (m) after cancellation of the Interests in LINN and LinnCo, all other actions that the applicable Entities determine to be necessary or advisable, including making filings or recordings that may be required by law in connection with the Plan. For the avoidance of doubt, the Debtors intend that the transactions relating to the transfer of the LINN Debtors' assets shall constitute taxable dispositions for U.S. federal income tax purposes.

The Confirmation Order shall and shall be deemed to, pursuant to sections 1123 and 363 of the Bankruptcy Code and Bankruptcy Rule 9019, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including the LINN Restructuring Transactions.

On the Business Day before the Effective Date, a third party designated by mutual agreement of the LINN Debtors and the Required Consenting LINN Creditors shall form Reorganized LINN. For the avoidance of doubt, and notwithstanding anything to the contrary herein, the assets of, and equity interests in, the Berry Debtors shall not be in any event transferred to Reorganized LINN.

C. Sources of Consideration for Plan Distributions.

The LINN Debtors shall fund distributions under the Plan, as applicable, with: (1) the LINN Exit Facility; (2) the Reorganized LINN Non-Conforming Term Notes (if any); (3) the encumbered and unencumbered Cash on hand, including Cash from operations or asset dispositions, of the LINN Debtors, (4) the Cash proceeds of the sale of the Reorganized LINN Common Stock pursuant to the LINN Rights Offerings; and (5) the Reorganized LINN Common Stock. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth herein applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain securities in connection with the Plan, including the Reorganized LINN Common Stock and the LINN Rights will be exempt from SEC registration to the fullest extent permitted by law, as described more fully in Article VI.D below.

1. LINN Exit Facility.

On the Effective Date, the Reorganized LINN Debtors shall enter into the LINN Exit Facility, with Reorganized LINN as a holding company and guarantor directly or indirectly holding all of the equity interests of all of the other Reorganized LINN Debtors. Each Holder of an Allowed LINN Lender Claim that elects to participate in the LINN Exit Facility shall receive its Pro Rata share of (i) the LINN Exit Facility, and (ii) the LINN Lender Paydown, including the Pro Rata share with respect to all Consenting LINN Lenders of the amount that would otherwise be payable to the Non-Electing Lenders, if such Non-Electing Lenders were Consenting LINN Lenders (such that the aggregate amount received by Consenting LINN Lenders is equal to the LINN Lender Paydown), in each case pursuant to Article III.B.3. The LINN Exit Facility shall be on terms set forth in the LINN Exit Facility Documents and substantially consistent with the terms set forth in the LINN Exit Facility Term Sheet; *provided*, that the aggregate amount of the Reorganized LINN Revolving Loan commitments shall be reduced dollar for dollar by an amount of the Reorganized LINN Non-Conforming Term Notes that are issued to Non-Electing Lenders, such that the aggregate amount of the Reorganized LINN Revolving Loan commitments plus the Reorganized LINN Non-Conforming Term Notes shall be equal to $1.4 billion.

Confirmation shall be deemed approval of the LINN Exit Facility (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the LINN Debtors or the Reorganized LINN Debtors in connection therewith), to the extent not previously approved by the Bankruptcy Court, and the Reorganized LINN Debtors shall be authorized to execute and deliver those documents necessary or appropriate to obtain the LINN Exit Facility, including any and all documents required to enter into the LINN Exit Facility and all collateral documents related thereto, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Reorganized LINN Debtors may deem to be necessary to consummate entry into the LINN Exit Facility and that are in form and substance reasonably acceptable to the Reorganized LINN Debtors and the Required Consenting LINN Creditors.

On the Effective Date, the LINN Exit Facility Documents shall constitute legal, valid, binding, and authorized obligations of the Reorganized LINN Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the LINN Exit Facility Documents are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted in accordance with the LINN Exit Facility Documents (a) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the LINN Exit Facility Documents, (b) shall be deemed automatically attached and perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the LINN Exit Facility Documents, and (c) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized LINN Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish, attach, and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary or desirable by the administrative agent under the LINN Exit Facility Documents under applicable law to give notice of such Liens and security interests to third parties.

2. Reorganized LINN Non-Conforming Term Notes.

On the Effective Date, the Reorganized LINN Debtors shall enter into the Reorganized LINN Non-Conforming Term Notes with any Non-Electing Lenders on the terms set forth in the Reorganized LINN Non-Conforming Term Notes Documents.

On the Effective Date, the Reorganized LINN Non-Conforming Term Notes shall constitute legal, valid, binding, and authorized obligations of the Reorganized LINN Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Reorganized LINN Non-Conforming Term Notes are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted in accordance with the Reorganized LINN Non-Conforming Term Notes (a) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Reorganized LINN Non-Conforming Term Note Documents, (b) shall be deemed automatically attached and perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Reorganized LINN Non-Conforming Term Notes, and (c) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized LINN Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish, attach, and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary or desirable by the administrative agent under the Reorganized LINN Non-Conforming Term Note Documents under applicable law to give notice of such Liens and security interests to third parties.

3. LINN Rights Offerings; Reorganized LINN Common Stock; Use of Proceeds.

LINN shall distribute the LINN Rights to the LINN Rights Offerings Participants on behalf of Reorganized LINN as set forth in the Plan and the LINN Rights Offerings Procedures. Pursuant to the LINN Backstop Agreement, and the LINN Rights Offerings Procedures, the LINN Rights Offerings shall be open to all LINN Rights Offerings Participants, and (a) LINN Rights Offerings Participants that are Holders of Allowed LINN Second Lien Notes Claims shall be entitled to participate in the LINN Secured Rights Offering up to a maximum amount of each Holder's Pro Rata share of the LINN Secured Rights Offering Amount, and (b) LINN Rights Offerings Participants that are Holders of Allowed LINN Unsecured Notes Claims shall be entitled to participate in the LINN Unsecured Rights Offering up to a maximum amount of each Holder's Pro Rata share of the LINN Unsecured Rights Offering Amount. Within the applicable LINN Rights Offering, the LINN Rights Offerings Participants shall have the right to purchase their allocated shares of the Reorganized LINN Common Stock at the per share purchase price set forth in the LINN Backstop Agreement and the LINN Rights Offerings Procedures.

Upon exercise of the LINN Rights by the LINN Rights Offerings Participants pursuant to the terms of the LINN Backstop Agreement and the LINN Rights Offerings Procedures, Reorganized LINN shall be authorized to issue the Reorganized LINN Common Stock issuable pursuant to such exercise.

The LINN Unsecured Backstop Parties shall provide an aggregate backstop commitment equal to the total LINN Unsecured Rights Offerings Amount and the LINN Secured Backstop Parties shall provide a backstop commitment equal to the total LINN Secured Rights Offering Amount. Pursuant to the LINN Backstop Agreement, (a) the LINN Backstop Secured Parties shall purchase any Reorganized LINN Common Stock not subscribed to for purchase by Holders of Allowed LINN Second Lien Notes Claims who are not LINN Backstop Secured Parties as part of the LINN Secured Rights Offering, up to the LINN Secured Rights Offering Amount, at the per share purchase price set forth in the LINN Backstop Agreement, and (b) the LINN Backstop Unsecured Parties shall purchase any Reorganized LINN Common Stock not subscribed to for purchase by Holders of Allowed LINN Unsecured Notes Claims who are not LINN Backstop Unsecured parties as part of the LINN Unsecured Rights Offering, up to the LINN Unsecured Rights Offering Amount, at the per share purchase price set forth in the LINN Backstop Agreement, and in each case, together with any additional shares, at the purchase price set forth in the LINN Backstop Agreement, issued on account of such unsubscribed Reorganized LINN Common Stock pursuant to

the LINN Backstop Agreement to account for the price at which such unsubscribed shares are to be sold under the LINN Backstop Agreement.

The LINN Backstop Parties' obligation to backstop the LINN Rights Offerings shall be contingent on the entry of the LINN Backstop Agreement Order, which shall, among other things, approve the payment of the LINN Backstop Commitment Premium and related expense reimbursements set forth in the LINN Backstop Agreement to the LINN Backstop Parties. Entry of the Confirmation Order shall constitute Bankruptcy Court approval of the LINN Rights Offerings (including the transactions contemplated thereby, and all actions to be undertaken, undertakings to be made, and obligations to be incurred by Reorganized LINN in connection therewith). On the Effective Date, the rights and obligations of the LINN Debtors under the LINN Backstop Agreement shall vest in the Reorganized LINN Debtors, as applicable.

The Cash Proceeds raised by Reorganized LINN in connection with the LINN Rights Offerings will be transferred to LINN by Reorganized LINN on the Effective Date (together with less than 50 percent of the Reorganized LINN Common Stock and claims under the LINN Exit Facility) in exchange for a portion of the LINN Debtors' assets that are transferred to Reorganized LINN in a taxable disposition.

4. LINN Rights and Reorganized LINN Common Stock.

Reorganized LINN shall be authorized to issue the LINN Rights and the Reorganized LINN Common Stock to certain Holders of Claims pursuant to Article III.B. Such Reorganized LINN Common Stock shall either (a) be issued to LINN Rights Offerings Participants and/or LINN Backstop Parties pursuant to the LINN Rights Offerings and LINN Backstop Agreement, or (b) be issued to LINN in exchange for a portion of the LINN Debtors' assets in a taxable disposition and subsequently distributed by LINN to certain Holders of Allowed Claims against the LINN Debtors. Reorganized LINN shall issue all securities, instruments, certificates, and other documents required to be issued by it with respect to all such shares of Reorganized LINN Common Stock. All such LINN Rights and shares of Reorganized LINN Common Stock, and any other shares of Reorganized LINN Common Stock issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable.

D. LINN Second Lien Plan Settlement.

On the Effective Date, any and all LINN Second Lien Notes Claims will be resolved and compromised, as a settlement pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, on the following terms:

(1) the Second Lien Notes Claims shall be finally and irrevocably Allowed as Unsecured Claims in the amount set forth in Article III.B.4, and Holders of such claims shall be entitled to the treatment set forth in Article III.B.4 and all other rights provided for in this Plan or the LINN RSA;

(2) the mortgages, pledges, and all other security interests securing the LINN Second Lien Notes Claims shall be immediately and automatically released, and the LINN Debtors, Reorganized LINN Debtors, and the LINN Second Lien Notes Trustee, as applicable, shall be authorized to execute, deliver, record, and file any documentation to evidence or effectuate such release of mortgages, pledges, and other security interests;

(3) the Debtors and their estates will be deemed to have expressly released any and all claims to avoid, subordinate, setoff, reclassify, reduce, recharacterize or disallow in whole or in part the LINN Second Lien Notes Claims, whether under any provision of chapter 5 of the Bankruptcy Code, any equitable theory (including, without limitation, equitable subordination, equitable disallowance or unjust enrichment), or otherwise, and any other claims that the Debtors and their estates may be entitled to assert against the LINN Second Lien Notes Trustee or any holder of the LINN Second Lien Notes under any applicable law; and

(4) the LINN Second Lien Settlement Agreement shall terminate and shall be of no further force and effect; *provided*, that the Confirmation Order provides for resolution and settlement of the LINN Second Lien Notes Claims on the terms set forth above.

E. Berry-LINN Intercompany Settlement.

The LINN Intercompany Settled Claims and the Berry Intercompany Settled Claims shall be resolved pursuant to the terms of the Berry-LINN Intercompany Settlement Term Sheet.

F. Corporate Existence.

Except as otherwise provided in the Plan, each LINN Debtor shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable LINN Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other formation documents) in effect before the Effective Date, except to the extent such certificate of incorporation and by-laws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state or federal law).

On the Effective Date, and pursuant to any mergers, amalgamations, consolidations, arrangements, agreements, continuances, restructurings, transfers, conversions, dispositions, liquidations, dissolutions, or other corporate transactions that the LINN Debtors reasonably determine are necessary to consummate the Plan, all assets of LINN (other than the equity interests in LAC and Berry) will be conveyed to Reorganized LINN (or a subsidiary thereof) in a taxable disposition and will be directly or indirectly held by Reorganized LINN or another entity affiliated with Reorganized LINN; *provided*, *however*, that the allocation of assets shall be structured such that neither Reorganized LINN nor any of the LINN Debtors shall be an "investment company" under the Investment Company Act, and this conclusion is based on one or more bases or exclusions other than Sections 3(c)(1) and 3(c)(7) of the Investment Company Act, including that neither the LINN Debtors nor any of its Subsidiaries comes within the basic definition of "investment company" under Section 3(a)(1) of the Investment Company Act. For the avoidance of doubt, LinnCo and LINN shall be wound down and liquidated as part of the Restructuring Transaction, and Reorganized LINN is not intended to be a successor to LinnCo and LINN for U.S. federal income tax purposes.

G. Vesting of Assets in the Reorganized LINN Debtors.

Except as otherwise provided in the Plan, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the LINN Debtors pursuant to the Plan shall vest in each applicable Reorganized LINN Debtor, free and clear of all Liens, Claims, charges, Interests, or other encumbrances. Except as otherwise provided in the Plan, on and after the Effective Date, each of the Reorganized LINN Debtors may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. For the avoidance of doubt, on the Effective Date, all rights and obligations of the LINN Debtors with respect to the LINN Backstop Agreement shall vest in the applicable Reorganized LINN Debtors, and the Reorganized LINN Debtors will be deemed to assume all such obligations.

H. Cancellation of Existing Securities and Agreements.

Except as otherwise provided in the Plan, on and after the Effective Date, all notes, instruments, certificates, agreements, indentures, mortgages, security documents, and other documents evidencing Claims or Interests, including Other LINN Secured Claims, LINN Lender Claims, LINN Second Lien Notes Claims, LINN Unsecured Notes Claims, and Interests in LINN and LinnCo, shall be deemed canceled, surrendered, and discharged without any need for further action or approval of the Bankruptcy Court or any Holder or other person and the obligations of the LINN Debtors or Reorganized LINN Debtors, as applicable, thereunder or in any way related thereto shall be deemed satisfied in full and discharged, and the LINN Indenture Trustees and the LINN Administrative Agent shall be released from all duties thereunder; *provided*, *however*, that notwithstanding Confirmation or Consummation, any such indenture or agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of: (1) allowing Holders to receive distributions under the Plan; (2) allowing the LINN Indenture Trustees and the LINN Administrative Agent to enforce their rights, claims, and interests vis-à-vis any parties other than the LINN Debtors; (3) allowing the LINN Indenture Trustees and the LINN

Administrative Agent to make the distributions in accordance with the Plan (if any), as applicable; (4) preserving any rights of the LINN Administrative Agent or the LINN Indenture Trustees to payment of fees, expenses, and indemnification obligations as against any money or property distributable to the Holders under the relevant indenture, the LINN Intercreditor Agreement, or the LINN Credit Agreement, including any rights to priority of payment and/or to exercise charging liens; (5) allowing the LINN Indenture Trustees and the LINN Administrative Agent to enforce any obligations owed to each of them under the Plan; (6) allowing the LINN Indenture Trustees and the LINN Administrative Agent to exercise rights and obligations relating to the interests of the Holders under the relevant indentures and credit agreements; (7) allowing the LINN Indenture Trustees and the LINN Administrative Agent to appear in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court; and (8) permitting the LINN Indenture Trustees and the LINN Administrative Agent to perform any functions that are necessary to effectuate the foregoing; *provided, further, however*, that except as provided below, the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan, or result in any expense or liability to the LINN Debtors or Reorganized LINN Debtors, as applicable. Except for the foregoing, the LINN Indenture Trustees and their respective agents shall be relieved of all further duties and responsibilities related to the LINN Notes Indentures and the Plan, except with respect to such other rights of such LINN Indenture Trustees that, pursuant to the applicable LINN Notes Indentures, survive the termination of such indentures. Subsequent to the performance by each LINN Indenture Trustee of its obligations pursuant to the Plan, each LINN Indenture Trustee and its agents shall be relieved of all further duties and responsibilities related to the applicable indenture.

I. Corporate Action.

On the Effective Date, all actions contemplated under the Plan with respect to the applicable LINN Debtor or Reorganized LINN Debtor shall be deemed authorized and approved in all respects, including: (1) implementation of the LINN Restructuring Transactions; (2) formation by a non-LINN Debtor, non-LINN Backstop Party third-party as contemplated in the Plan and the LINN Backstop Agreement, of Reorganized LINN on the day before the Effective Date, and the wind-down of LinnCo and LINN; (3) selection of, and the election or appointment (as applicable) of, the directors and officers for the Reorganized LINN Debtors; (4) as applicable, adoption of, entry into, and assumption and/or assignment of the Reorganized LINN Employment Agreements; (5) adoption of the Reorganized LINN Employee Incentive Plan and the issuance and distribution of Reorganized LINN EIP Equity in connection therewith; (6) execution and delivery of the LINN Exit Facility Documents and Reorganized LINN Non-Conforming Term Notes Documents and incurrence of the LINN Exit Facility and the Reorganized LINN Non-Conforming Term Notes (if any); (7) approval and adoption of (and, as applicable, the execution, delivery, and filing of) the New Organizational Documents; (8) the issuance and distribution of the Reorganized LINN Common Stock in accordance with Plan, including all shares of Reorganized LINN Common Stock issued in the LINN Funded Debt Equity Distribution, all shares of Reorganized LINN Common Stock issued by Reorganized LINN to the LINN Backstop Parties as part of the LINN Backstop Commitment Premium, and the unsubscribed shares of Reorganized LINN Common Stock issued to the LINN Backstop Parties pursuant to the LINN Backstop Agreement; (9) the issuance and distribution of the LINN Rights and the subsequent issuance and distribution of the Reorganized LINN Common Stock issuable upon the exercise of such; (10) payment, in Cash, of (a) all amounts owed to Holders of Allowed LINN Lender Claims and Allowed LINN Second Lien Notes Claims pursuant to Article III of the Plan, and (b) all Cash premiums and other amounts required to be paid under the LINN Backstop Agreement Order; (11) the execution and delivery of the Reorganized LINN Registration Rights Agreement; (12) the establishment and funding of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool; and (12) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date). All matters provided for herein involving the corporate structure of the LINN Debtors or the Reorganized LINN Debtors, as applicable, and any corporate action, authorization, or approval that would otherwise be required by the Debtors or the Reorganized LINN Debtors in connection with the Plan shall be deemed to have occurred or to have been obtained and shall be in effect as of the Effective Date, without any requirement of further action, authorization, or approval by the Bankruptcy Court, security holders, directors, managers, or officers of the LINN Debtors or the Reorganized LINN Debtors or any other person.

On or before the Effective Date, the appropriate officers of the LINN Debtors or the Reorganized LINN Debtors shall be authorized and, as applicable, directed to issue, execute, and deliver the agreements, documents, securities, and instruments, and take such actions, contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including

the LINN Exit Facility Documents, Reorganized LINN Non-Conforming Term Notes Documents (if any), the New Organizational Documents, the Reorganized LINN Employee Incentive Plan Agreements, the LINN Rights Offerings, the Reorganized LINN Registration Rights Agreement, the LINN GUC Cash Distribution Pool, the LINN Convenience Claims Cash Distribution Pool, and the Reorganized LINN Common Stock, as applicable, and any and all other agreements, documents, securities, and instruments relating to the foregoing, and all such documents shall be deemed ratified. The authorizations and approvals contemplated by this Article IV.I shall be effective notwithstanding any requirements under non-bankruptcy law.

J. New Organizational Documents.

The New Organizational Documents shall be in form and substance reasonably acceptable to the LINN Debtors and the Required Consenting LINN Creditors. On the Effective Date, each of the Reorganized LINN Debtors will file its New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state of incorporation or formation in accordance with the applicable laws of the respective state of incorporation or formation, to the extent required for such New Organizational Documents to become effective. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Organizational Documents will prohibit the issuance of non-voting equity securities. After the Effective Date, the Reorganized LINN Debtors may amend and restate their respective New Organizational Documents and other constituent documents as permitted by the laws of their respective state of incorporation and its respective New Organizational Documents and other constituent documents of the Reorganized LINN Debtors.

K. Directors and Officers of the Reorganized LINN Debtors.

As of the Effective Date, the Reorganized LINN Board shall consist of seven directors and will include: (1) the current Chief Executive Officer of LINN; (2) one director selected by Reorganized LINN; and (3) five directors to be selected by a six-person committee comprised of the five largest Consenting LINN Noteholders (as determined pursuant to Section 4 of the LINN RSA) and the current Chief Executive Officer of LINN. Notwithstanding the foregoing, at or prior to such time as Reorganized LINN, or any subsidiary or newly created entity holding assets, directly or indirectly, of Reorganized LINN, seeks to issue any equity security in a registered offering that results in such equity being listed on the NYSE or NASDAQ, the Reorganized LINN Board shall be constituted to meet the applicable independence requirements of NYSE or NASDAQ, as applicable. Decisions of the Reorganized LINN Board will be made by a majority of the Reorganized LINN Board.

As of the Effective Date, the terms of the current members of the boards of directors or managers, as applicable, of each of the LINN Debtors shall expire, and the Reorganized LINN Board, and the boards of directors or managers of each of the other Reorganized LINN Debtors will include those directors set forth in the list of directors of the Reorganized LINN Debtors included in the Plan Supplement.

After the Effective Date, the officers of each of the Reorganized LINN Debtors shall be appointed in accordance with the respective New Organizational Documents. Pursuant to section 1129(a)(5) of the Bankruptcy Code, the LINN Debtors will disclose in the Plan Supplement the identity and affiliations of each person proposed to be an officer or to serve on the board of directors of any of the Reorganized LINN Debtors. To the extent any such director or officer of the Reorganized LINN Debtors is an "insider" under the Bankruptcy Code, the LINN Debtors also will disclose the nature of any compensation to be paid to such director or officer. Each such director and officer shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents.

L. Section 1146 Exemption.

Pursuant to, and to the fullest extent permitted by, section 1146 of the Bankruptcy Code, any transfers of property pursuant to, in contemplation of, or in connection with, the Plan, including (1) the LINN Restructuring Transactions; (2) the LINN Exit Facility and Reorganized LINN Non-Conforming Term Notes; (3) the Reorganized LINN Common Stock; (4) the distribution and subsequent exercise of the LINN Rights; (5) the issuance and delivery of the Reorganized LINN Common Stock pursuant to the LINN Rights Offerings; (6) the issuance and delivery of the Reorganized LINN EIP Equity; (7) the transfer of the LINN Debtors' assets to Reorganized LINN that is intended to be a taxable transaction for U.S. federal income tax purposes; (8) the assignment or surrender of any lease or sublease; and (9) the delivery of any deed or other instrument or transfer order, in furtherance of, or in

connection with the Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer, mortgage recording tax, or other similar tax, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers or property without the payment of any such tax, recordation fee, or governmental assessment.

M. SEC Reporting Requirements.

Prior to the entry of the Disclosure Statement Order, the Required Consenting LINN Noteholders, in their absolute discretion, shall have made a determination as to whether Reorganized LINN should be a reporting company under the Exchange Act upon or as promptly as practicable following the Effective Date; *provided*, that in any case, from and after the Effective Date, Reorganized LINN shall be required to provide to its shareholders such annual, quarterly, and current reportings as would be required if it were a public reporting company under the Exchange Act, and Reorganized LINN will provide, via separate agreement or in its New Organizational Documents, to reflect the same. In the event that multiple entities are formed in the LINN Restructuring Transactions as "Reorganized LINN," only the Reorganized LINN Debtor that is a corporate entity will be a reporting company under the Exchange Act.

N. Director, Officer, Manager, and Employee Liability Insurance.

On or before the Effective Date, the LINN Debtors, on behalf of the Reorganized LINN Debtors, will obtain directors' and officers' liability insurance policy coverage for the six-year period following the Effective Date for the benefit of the LINN Debtors' current and former directors, managers, officers, and employees on terms no less favorable to such persons than their existing coverage under the D&O Liability Insurance Policies with available aggregate limits of liability upon the Effective Date of no less than the aggregate limit of liability under the existing D&O Liability Insurance Policies. In furtherance of such obligation, the Reorganized LINN Debtors shall be authorized to purchase tail coverage under a directors' and officers' liability insurance policy with a term of six years for current and former directors, managers, officers, and employees. After the Effective Date, none of the LINN Debtors or the Reorganized LINN Debtors shall terminate or otherwise reduce the coverage under any such policies (including, if applicable, any "tail policy") with respect to conduct occurring on or prior to the Effective Date, and all officers, directors, managers, and employees of the LINN Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policy for the full six-year term of such policy regardless of whether such officers, directors, managers, or employees remain in such positions after the Effective Date.

O. Reorganized LINN Employee Incentive Plan.

The Reorganized LINN Employee Incentive Plan shall be authorized and implemented on the Effective Date by the applicable Reorganized LINN Debtors without any further action by the Reorganized LINN Board or the Bankruptcy Court.

The Reorganized LINN Employee Incentive Plan will be implemented with respect to Reorganized LINN (and/or a subsidiary thereof) on the Effective Date, the material terms of which shall include equity-based awards providing for (a) 8 percent of the equity value of the Reorganized LINN Debtors as follows: (i) 2.5 percent of the equity value of the Reorganized LINN Debtors in the form of restricted stock units to be issued on the Effective Date, (ii) 1.5 percent of the equity value of the Reorganized LINN Debtors in the form of profits interests that will vest based on time and performance (with the performance conditions satisfied once the equity value of the Reorganized LINN Debtors (as equitably adjusted for subsequent contributions and distributions) is equal to 1.5 times the discounted equity value of the Reorganized LINN Debtors used for the LINN Rights Offerings), all of which will be issued at Emergence, and (iii) the remaining 4 percent of the Reorganized LINN Debtors in a form of equity-based award as determined by the Reorganized LINN Board, taking into account the then prevailing practices of publicly-traded exploration and production companies, and (b) an additional 2.0 percent of the equity of the Reorganized LINN Debtors, which will be issued as of the Effective Date in the form of profits interests that vest once the equity value of the Reorganized LINN Debtors (as equitably adjusted for subsequent contributions and

distributions) is equal to 1.5 times the equity value of the Reorganized LINN Debtors as of the Effective Date, provided that all of the foregoing shall be qualified by the Reorganized LINN Employee Incentive Plan Term Sheet. The other terms and conditions of the Reorganized LINN Employee Incentive Plan shall be set forth in the Reorganized LINN Employee Incentive Plan Agreements and the participants' respective employment agreements.

The Reorganized LINN Employee Incentive Plan shall be implemented with respect to Reorganized LINN (and/or a subsidiary thereof) on the Effective Date in accordance with the terms and conditions set forth in the Reorganized LINN Employee Incentive Plan Term Sheet, the Reorganized LINN Employee Incentive Plan Agreements, and the applicable Reorganized LINN Employment Agreements.

P. Employee Obligations.

Except as otherwise provided in the Plan or the Plan Supplement, the Reorganized LINN Debtors shall honor the LINN Debtors' written contracts, agreements, policies, programs and plans for, among other things, compensation, reimbursement, indemnity, health care benefits, disability benefits, deferred compensation benefits, travel benefits, vacation and sick leave benefits, savings, severance benefits, including in the event of a change of control, retirement benefits, welfare benefits, relocation programs, life insurance and accidental death and dismemberment insurance, including written contracts, agreements, policies, programs and plans for bonuses and other incentives or compensation for the directors, officers and employees of any of the LINN Debtors who served in such capacity at any time (including any compensation programs approved by the Bankruptcy Court); *provided*, that the consummation of the transactions contemplated herein shall not constitute a "change in control" with respect to any of the foregoing arrangements. To the extent that the above-listed contracts, agreements, policies, programs and plans are executory contracts, pursuant to sections 365 and 1123 of the Bankruptcy Code, each of them will be deemed assumed as of the Effective Date and assigned to the Reorganized LINN Debtors.

Q. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Reorganized LINN Debtors, and their respective officers and Reorganized LINN Board, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the Securities authorized and/or issued, as applicable, pursuant to the Plan, including the Reorganized LINN Common Stock and the LINN Rights, in the name of and on behalf of the Reorganized LINN Debtors, as applicable, without the need for any approvals, authorization, or consents.

R. Preservation of Causes of Action.

Except as otherwise provided herein, in accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII of the Plan, the Reorganized LINN Debtors shall retain (or shall receive from the LINN Debtors, as applicable) and may enforce all rights to commence and pursue any and all Causes of Action belonging to their Estates, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the Reorganized LINN Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than: (i) the Causes of Action released by the LINN Debtors pursuant to the releases and exculpations contained in the Plan, including in Article VIII, which shall be deemed released and waived by the LINN Debtors and Reorganized LINN Debtors as of the Effective Date; and (ii) all Causes of Action that arise under sections 544, 547, 548, and 549 of the Bankruptcy Code and state fraudulent conveyance law; *provided, however*, that in no event shall any Cause of Action against the LINN Lenders be preserved to the extent provided in the release, exculpation, injunction provisions set forth in Article VIII of the Plan.

The Reorganized LINN Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized LINN Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized LINN Debtors, as applicable, will not pursue any and all available Causes of Action against it.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled herein or in a Bankruptcy Court order, the Reorganized LINN Debtors

expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of Confirmation or Consummation; *provided*, *however*, that in no event shall any Cause of Action against the LINN Lenders be preserved to the extent provided in the release, exculpation, injunction provisions set forth in Article VIII of the Plan.

The Reorganized LINN Debtors reserve (or receive) and shall retain the Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a LINN Debtor may hold against any Entity shall vest in the Reorganized LINN Debtors. The Reorganized LINN Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

S. Preservation of Royalty and Working Interests

Notwithstanding any other provision in the Plan, on and after the Effective Date, all Royalty and Working Interests shall be preserved and remain in full force and effect in accordance with the terms of the granting instruments or other governing documents applicable to such Royalty and Working Interests, and no Royalty and Working Interests shall be compromised or discharged by the Plan. For the avoidance of doubt and notwithstanding anything to the contrary in the preceding sentence, any right to payment arising from a Royalty and Working Interest, if any, shall be treated as a LINN General Unsecured Claim under this Plan and shall be subject to any discharge and/or release provided hereunder.

T. Payment of Certain Fees.

Without any further notice to or action, order, or approval of the Bankruptcy Court, the Reorganized LINN Debtors or Reorganized LINN, as applicable, shall pay on the Effective Date any reasonable and documented unpaid fees and expenses incurred on or before the Effective Date by all of the attorneys, accountants, and other professionals, advisors, and consultants payable under (a) the LINN Exit Facility and the Reorganized LINN Non-Conforming Term Notes (if any) (which fees and out-of-pocket expenses shall be paid by Reorganized LINN), (b) the LINN Backstop Agreement (for the avoidance of doubt, the LINN Backstop Commitment Premium, to the extent not already paid, shall be paid by Reorganized LINN pursuant to the terms of the LINN Backstop Agreement Order), (c) the Cash Collateral Order (which fees and expenses shall be paid by Reorganized LINN, Berry, or reorganized Berry, to the extent applicable, pursuant to the terms of the Cash Collateral Order); and (d) the LINN RSA, including any applicable transaction, success, or similar fees for which the applicable LINN Debtors have agreed to be obligated.

Without any further notice to or action, order, or approval of the Bankruptcy Court, the Reorganized LINN Debtors, as applicable, shall pay in Cash on the Effective Date all reasonable and documented unpaid fees and expenses incurred on or before the Effective Date of the LINN Indenture Trustees, including the LINN Indenture Trustee Fees and Expenses, without a reduction to recoveries of the Holders of the LINN Notes. For the avoidance of doubt, nothing herein affects the LINN Indenture Trustees' rights to exercise their respective LINN Indenture Trustee Charging Liens against distributions to the Holders of the LINN Notes.

Each LINN Indenture Trustee shall provide reasonably detailed invoices to the LINN Debtors no later than five (5) days prior to the Effective Date (subject to redaction to preserve attorney-client privilege). If the LINN Debtors or Reorganized LINN Debtors dispute any requested LINN Indenture Trustee Fees and Expenses, the LINN Debtors or Reorganized LINN Debtors shall (i) pay the undisputed portion of LINN Indenture Trustee Fees and Expenses, and (ii) notify the applicable LINN Indenture Trustee of such dispute within five (5) days after presentment of the invoices by such LINN Indenture Trustee. Upon such notification, the applicable LINN Indenture Trustee may submit such dispute for resolution by the Bankruptcy Court; *provided*, *however*, that the Bankruptcy Court's review shall be limited to a determination of whether the disputed portion of the LINN Indenture Trustee Fees and Expenses is reasonable.

Nothing herein shall be deemed to impair, waive, discharge, or negatively impact the LINN Indenture Trustee Charging Lien. To the extent that a LINN Indenture Trustee provides services, or incurs costs or expenses, including professional fees, related to or in connection with the Plan, the Confirmation Order, or the LINN Indenture Trustee prior to the Effective Date, such LINN Indenture Trustee shall be entitled to receive from the Reorganized LINN Debtors, without further Bankruptcy Court approval, reasonable compensation for such services and reimbursement of reasonable out-of-pocket expenses incurred in connection with such services. The payment of such compensation and expenses will be made promptly and on the terms provided herein or as otherwise agreed to by the applicable LINN Indenture Trustee and the Reorganized LINN Debtors.

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases.

On the Effective Date, except as otherwise provided herein, all Executory Contracts or Unexpired Leases of the LINN Debtors, not previously assumed or rejected pursuant to an order of the Bankruptcy Court, will be deemed to be Assumed Executory Contracts or Unexpired Leases, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed or rejected by the LINN Debtors; (2) are identified on the Rejected Executory Contract and Unexpired Lease List; (3) are the subject of a motion to reject Executory Contracts or Unexpired Leases that is pending on the Confirmation Date; or (4) are subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date; *provided*, that the LINN Debtors or the Reorganized LINN Debtors, as applicable, may not assume or reject any material Executory Contract or Unexpired Lease without the prior written consent of the Required Consenting LINN Creditors (which consent shall not be unreasonably withheld); *provided, further*, that following the request for consent by LINN or Reorganized LINN, if the consent of the Required Consenting LINN Creditors is not obtained or declined within five (5) Business Days following written request thereof by LINN or Reorganized LINN, such consent shall be deemed to have been granted by the Required Consenting LINN Creditors.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute a court order approving the assumptions, assumptions and assignments, or rejections of the Executory Contracts or Unexpired Leases as set forth in the Plan, the Rejected Executory Contract and Unexpired Lease List, or the Assumed Executory Contract and Unexpired Lease List pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Each Executory Contract and Unexpired Lease assumed pursuant to this Article V.A or by any order of the Bankruptcy Court, which has not been assigned to a third party before the Confirmation Date, shall revest in and be fully enforceable by the Reorganized LINN Debtors in accordance with its terms, except as such terms are modified by the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law. Notwithstanding anything in this Article V.A. to the contrary, the Reorganized LINN Employment Agreements shall be deemed to be entered into or assumed and/or assigned (as applicable) to Reorganized LINN or Reorganized Berry on the Effective Date, and Reorganized LINN shall be responsible for any cure costs arising from or related to the assumption of such Reorganized LINN Employment Agreement. Notwithstanding anything to the contrary in the Plan, the LINN Debtors or the Reorganized LINN Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejected Executory Contract and Unexpired Lease List and the Assumed Executory Contract and Unexpired Lease List at any time through and including 30 days after the Effective Date.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed within 30 days after the later of: (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection; and (2) the effective date of such rejection. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the LINN Debtors or the Reorganized LINN Debtors, the Estates, or their property without the need**

for any objection by the Reorganized LINN Debtors or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the LINN Debtors' Executory Contracts or Unexpired Leases shall be classified as LINN General Unsecured Claims or LINN Convenience Claims (as applicable) against the applicable LINN Debtor and shall be treated in accordance with the Plan, unless a different security or priority is otherwise asserted in such Proof of Claim and Allowed in accordance with Article VII of the Plan.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

Any monetary defaults under each Assumed Executory Contract or Unexpired Lease shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date, or as soon as reasonably practicable thereafter, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized LINN Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving the assumption.

At least fourteen (14) days before the Confirmation Hearing, the LINN Debtors will provide for notices of proposed assumption and proposed cure amounts to be sent to applicable third parties and for procedures for objecting thereto and resolution of disputes by the Bankruptcy Court. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be Filed, served, and actually received by the LINN Debtors at least seven (7) days before the Confirmation Hearing. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have consented to such assumption or proposed cure amount.

If the Bankruptcy Court determines that the Allowed Cure Claim with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the applicable Cure Notice, the LINN Debtors or Reorganized LINN Debtors, as applicable, may add such Executory Contract or Unexpired Lease to the Schedule of Rejected Executory Contracts and Unexpired Leases, in which case such Executory Contract or Unexpired Lease will be deemed rejected as the Effective Date.

Assumption of any Executory Contract or Unexpired Lease shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any Assumed Executory Contract or Unexpired Lease at any time before the effective date of assumption. **Any Proofs of Claim Filed with respect to an Assumed Executory Contract or Unexpired Lease shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.**

D. Preexisting Obligations to the Debtors under Executory Contracts and Unexpired Leases.

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed by the Executory Contract or Unexpired Lease counterparty or counterparties to the LINN Debtors or the Reorganized LINN Debtors, as applicable, under such Executory Contracts or Unexpired Leases.

E. Indemnification Obligations.

The LINN Debtors and the Reorganized LINN Debtors shall assume the Indemnification Obligations for the current and former directors, officers, managers, employees, and other professionals of the LINN Debtors, to the extent consistent with applicable law, and such Indemnification Obligations shall not be modified, reduced, discharged, impaired, or otherwise affected in any way, and shall survive Unimpaired and unaffected, irrespective of

when such obligation arose. Notwithstanding the foregoing, nothing shall impair the ability of the Reorganized LINN Debtors to modify indemnification obligations (whether in the bylaws, certificates or incorporate or formation, limited liability company agreements, other organizational or formation documents, board resolutions, indemnification agreements, employment contracts, or otherwise) arising after the Effective Date; *provided*, that none of the Reorganized LINN Debtors shall amend or restate any of the New Organizational Documents before the Effective Date to terminate or adversely affect any of the Reorganized LINN Debtors' Indemnification Obligations. For the avoidance of doubt, nothing in this paragraph shall affect the assumption of any Indemnification Obligations arising under the D&O Liability Insurance Policies.

F. Insurance Policies.

Each of the LINN Debtors' Insurance Policies is treated as an Executory Contract under the Plan. Unless otherwise provided in the Plan, on the Effective Date, the LINN Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims, and such Insurance Policies shall not be impaired in any way by the Plan or Confirmation Order, but rather will remain valid and enforceable in accordance with their terms.

G. Modifications, Amendments, Supplements, Restatements, or Other Agreements.

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements have been previously rejected or repudiated or is rejected or repudiated under the Plan.

Unless otherwise provided herein or in the applicable Executory Contract or Unexpired Lease (as may have been amended, modified, supplemented, or restated), modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the LINN Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

H. Reservation of Rights.

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejected Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the LINN Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized LINN Debtors has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the LINN Debtors or the Reorganized LINN Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease.

I. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur with respect to a LINN Debtor, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases with respect to such LINN Debtor pursuant to section 365(d)(4) of the Bankruptcy Code, unless such deadline(s) have expired.

J. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any LINN Debtor, including any Assumed Executory Contracts or Unexpired Leases, will be performed by the applicable LINN Debtor or the applicable Reorganized LINN Debtor liable thereunder in the ordinary course of their business. Accordingly, any such

contracts and leases (including any Assumed Executory Contracts or Unexpired Leases) that have not been rejected as of the date of the Confirmation Date shall survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in the Plan, on the Effective Date (or if a Claim or Interest is not an Allowed Claim or Allowed Interest on the Effective Date, on the date that such Claim or Interest becomes an Allowed Claim or Allowed Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Allowed Interest shall receive the full amount of the distributions that the Plan provides for Allowed Claims and Allowed Interest in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims or Disputed Interests, distributions on account of any such Disputed Claims or Disputed Interests shall be made pursuant to the provisions set forth in Article VII of the Plan.

B. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Record Date for Distribution.

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date.

2. Delivery of Distributions in General.

Except as otherwise provided herein, the Reorganized LINN Debtors shall make distributions to Holders of Allowed Claims and Allowed Interests as of the Distribution Record Date at the address for each such Holder as indicated on the LINN Debtors' records as of the date of any such distribution; *provided*, *however*, that the Distribution Record Date shall not apply to publicly-traded Securities. The manner of such distributions shall be determined at the discretion of the Reorganized LINN Debtors (subject to the reasonable consent of the Committee or the LINN Creditor Representative, as applicable, solely with respect to distributions affecting Class A6 - LINN General Unsecured Claims and Class A7 - LINN Convenience Claims), and the address for each Holder of an Allowed Claim or Allowed Interest shall be deemed to be the address set forth in any Proof of Claim or Interest Filed by that Holder.

3. Delivery of Distributions on LINN Lender Claims.

Except as otherwise provided in the Plan, all distributions on account of Allowed LINN Lender Claims shall be governed by the LINN Credit Agreement and shall be deemed completed when made to the LINN Administrative Agent, which shall be deemed the Holder of such Allowed LINN Lender Claims for purposes of distributions to be made hereunder. The LINN Administrative Agent shall hold or direct such distributions for the benefit of the Holders of Allowed LINN Lender Claims for the benefit of the Holders of Allowed LINN Lender Claims, as applicable. As soon as practicable following compliance with the requirements set forth in this Article VI, the LINN Administrative Agent shall arrange to deliver or direct the delivery of such distributions to or on behalf of the Holders of LINN Lender Claims.

4. Delivery of Distributions on LINN Second Lien Notes Claims.

Except as otherwise provided in the Plan or reasonably requested by the LINN Second Lien Notes Trustee, all distributions to Holders of Allowed LINN Second Lien Notes Claims shall be deemed completed when made to the LINN Second Lien Notes Trustee; *provided, however*, that non-Cash consideration shall not be distributed in the

name of the LINN Second Lien Notes Trustee, which shall be deemed to be the Holder of all Allowed LINN Second Lien Notes Claims for purposes of distributions to be made hereunder. The LINN Second Lien Notes Trustee shall hold or direct such distributions for the benefit of the Holders of Allowed LINN Second Lien Notes Claims. As soon as practicable in accordance with the requirements set forth in this Article VI, the LINN Second Lien Notes Trustee shall arrange to deliver such distributions to or on behalf of such Holders.

If the LINN Second Lien Notes Trustee is unable to make, or consents to the Reorganized LINN Debtors making, such distributions, the Reorganized LINN Debtors, with such LINN Second Lien Notes Trustee's cooperation, shall make such distributions to the extent reasonably practicable to do so (provided that until such distributions are made, the LINN Second Lien Notes Trustee Charging Lien shall attach to the property to be distributed in the same manner as if such distributions were made through the LINN Second Lien Notes Trustee). As to any Holder of an Allowed LINN Second Lien Notes Claims that is held in the name of, or by a nominee of DTC, the LINN Debtors or the Reorganized LINN Debtors, as applicable, shall seek the cooperation of DTC so that such distribution shall be made through the facilities of DTC on or as soon as practicable on or after the Effective Date.

5. Delivery of Distributions on LINN Unsecured Notes Claims.

Except as otherwise provided in the Plan or reasonably requested by the LINN Unsecured Notes Trustee, all distributions to Holders of Allowed LINN Unsecured Notes Claims shall be deemed completed when made to the LINN Unsecured Notes Trustee; *provided*, *however*, that non-Cash consideration shall not be distributed in the name of the LINN Unsecured Notes Trustee. The LINN Unsecured Notes Trustee shall hold or direct such distributions for the benefit of the Holders of Allowed LINN Unsecured Notes Claims. As soon as practicable in accordance with the requirements set forth in this Article VI, the LINN Unsecured Notes Trustee shall arrange to deliver such distributions to or on behalf of such Holders, subject to the LINN Unsecured Notes Trustee's LINN Indenture Charging Lien. If the LINN Unsecured Notes Trustee is unable to make, or consents to the Reorganized LINN Debtors making, such distributions, the Reorganized LINN Debtors, with the LINN Unsecured Notes Trustee's cooperation, shall make such distributions to the extent practicable to do so (provided that until such distributions are made, the LINN Unsecured Notes Indenture Trustee Charging Lien shall attach to the property to be distributed in the same manner as if such distributions were made through the LINN Unsecured Notes Indenture Trustee). The LINN Unsecured Notes Trustee shall have no duties or responsibility relating to any form of distribution that is not DTC eligible and the LINN Debtors or the Reorganized LINN Debtors, as applicable, shall seek the cooperation of DTC so that any distribution on account of an Allowed LINN Unsecured Notes Claim that is held in the name of, or by a nominee of, DTC, shall be made through the facilities of DTC on the Effective Date or as soon as practicable thereafter. The Reorganized LINN Debtors shall reimburse the LINN Unsecured Notes Trustee for any reasonable and documented fees and expenses (including the reasonable and documented fees and expenses of its counsel and agents) incurred after the Effective Date solely in connection with the implementation of the Plan, including but not limited to, making distributions pursuant to and in accordance with the Plan.

6. Delivery of Cash Distributions to Holders of LINN General Unsecured Claims and LINN Convenience Claims.

The LINN Debtors and Reorganized LINN Debtors, as applicable, will, in their reasonable discretion and in consultation with (and subject to the reasonable consent of) the Committee or LINN Creditor Representative, as applicable, determine the method for a timely distribution of all Cash distributions to Holders of Allowed LINN General Unsecured Claims and Allowed LINN Convenience Claims pursuant to the Plan.

7. No Fractional Distributions.

No fractional shares of Reorganized LINN Common Stock or Reorganized LINN EIP Equity shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an applicable Allowed Claim would otherwise result in the issuance of a number of shares of Reorganized LINN Common Stock or Reorganized LINN EIP Equity that is not a whole number, the actual distribution of shares of Reorganized LINN Common Stock or Reorganized LINN EIP Equity shall be rounded as follows: (a) fractions of one-half (½) or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half (½) shall be rounded to the next lower whole number with no further payment therefor;

provided, however, that fractional shares rounding determinations with respect to the LINN Rights Offerings shall be subject to the LINN Rights Offerings Procedures. The total number of authorized shares of Reorganized LINN Common Stock or Reorganized LINN EIP Equity to be distributed to Holders of Allowed Claims shall be adjusted as necessary to account for the foregoing rounding.

8. Minimum Distribution.

No Cash payment of less than $50.00 shall be made to a Holder of an Allowed Claim on account of such Allowed Claim.

9. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Reorganized LINN Debtors have determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided*, *however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6) months from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the applicable Reorganized LINN Debtor(s) automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and any claim of any Holder to such property shall be fully discharged, released, and forever barred.

C. Manner of Payment.

Unless as otherwise set forth herein, all distributions of Cash, the Reorganized LINN Common Stock, the Reorganized LINN EIP Equity, and the LINN Rights, as applicable, to the Holders of Allowed Claims under the Plan shall be made by the Reorganized Debtors. At the option of the Reorganized LINN Debtors (in consultation with, and subject to the reasonable consent of, the Committee or the LINN Creditor Representative, as applicable), any Cash payment to be made under the Plan may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

D. SEC Exemption.

Each of the Reorganized LINN Common Stock, the Reorganized LINN EIP Equity, and the LINN Rights are or may be "securities," as defined in Section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code, and applicable state securities laws.

All shares of the Reorganized LINN Common Stock issued in the LINN Funded Debt Equity Distribution (except with respect to an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code), the LINN Rights (and any shares issuable upon the exercise thereof other than the unsubscribed shares of Reorganized LINN Common Stock issued to the LINN Backstop Parties pursuant to the LINN Backstop Agreement), and shares issuable as part of the LINN Backstop Commitment Premium, will be issued in reliance upon section 1145 of the Bankruptcy Code. All unsubscribed shares of Reorganized LINN Common Stock issued to the LINN Backstop Parties pursuant to the LINN Backstop Agreement and all Reorganized LINN Common Stock issued to an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code will be issued in reliance upon section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder. The Reorganized LINN EIP Equity will be issued either (i) pursuant to an effective registration statement on Form S-8 or (ii) in accordance with an applicable exemption from registration under the Securities Act and other applicable law. All shares of Reorganized LINN Common Stock issued in reliance upon section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder will be considered "restricted securities" and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom.

Pursuant to section 1145 of the Bankruptcy Code, the issuance of (1) the Reorganized LINN Common Stock in the LINN Funded Debt Equity Distribution, (2) the LINN Rights (including shares of Reorganized LINN Common Stock issuable upon the exercise thereof other than the unsubscribed shares of Reorganized LINN Common Stock issued to the LINN Backstop Parties pursuant to the LINN Backstop Agreement), (3) shares issuable

as part of the LINN Backstop Commitment Premium, and (4) any other securities issued in reliance on section 1145 of the Bankruptcy Code, are exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. state or local law requiring registration before the offering, issuance, distribution, or sale of such securities. Each of the foregoing securities (other than the unsubscribed Reorganized LINN Common Stock issued to the LINN Backstop Parties pursuant to the LINN Backstop Agreement and Reorganized LINN Common Stock issued to an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code) (a) is not a "restricted security" as defined in Rule 144(a)(3) under the Securities Act, and (b) is freely tradable and transferable by any initial recipient thereof that (i) at the time of transfer, is not an "affiliate" of the Reorganized LINN as defined in Rule 144(a)(1) under the Securities Act and has not been such an "affiliate" within 90 days of such transfer, and (ii) is not an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code.

The unsubscribed Reorganized LINN Common Stock purchased by the LINN Backstop Parties pursuant to the LINN Backstop Agreement (which, for the avoidance of doubt, shall exclude any shares issued on account of the LINN Backstop Commitment Premium) and all Reorganized LINN Common Stock issued to an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code will be issued without registration under the Securities Act in reliance upon Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder. To the extent issued in reliance on Section 4(a)(2) of the Securities Act or Regulation D thereunder, each will be "restricted securities" subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration, or an applicable exemption from registration under the Securities Act and other applicable law.

Should the Reorganized LINN Debtors elect on or after the Effective Date to reflect any ownership of the Reorganized LINN Common Stock through the facilities of DTC, the Reorganized LINN Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the Reorganized LINN Common Stock or under applicable securities laws.

DTC shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether any of the Reorganized LINN Common Stock issuable upon exercise of the LINN Rights, as applicable, are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

Notwithstanding anything to the contrary in the Plan, no entity (including, for the avoidance of doubt, DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the Reorganized LINN Common Stock issuable upon exercise of the LINN Rights, are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

E. Compliance with Tax Requirements.

In connection with the Plan, as applicable, the LINN Debtors and the Reorganized LINN Debtor(s) shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit with respect to distributions pursuant to the Plan. Notwithstanding any provision herein to the contrary, the Debtors and the Reorganized LINN Debtors shall be authorized to take all actions necessary to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, and establishing any other mechanisms they believe are reasonable and appropriate to comply with such requirements. The LINN Debtors and the Reorganized LINN Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

F. No Postpetition or Default Interest on Claims.

Unless otherwise specifically provided for in the Plan or the Confirmation Order, and notwithstanding any documents that govern the LINN Debtors' prepetition funded indebtedness to the contrary, (a) postpetition and/or default interest shall not accrue or be paid on any Claims and (b) no Holder of a Claim shall be entitled to:

(i) interest accruing on or after the Petition Date on any such Claim; or (ii) interest at the contract default rate, as applicable.

G. Setoffs and Recoupment.

Unless otherwise provided for in the Plan or the Confirmation Order, the LINN Debtors and Reorganized LINN Debtors, as applicable, may, but shall not be required to, setoff against or recoup any payments or distributions to be made pursuant to the Plan in respect of any Claims of any nature whatsoever that the LINN Debtors or the Reorganized LINN Debtors may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the LINN Debtors or the Reorganized LINN Debtors of any such claim it may have against the Holder of such Claim.

H. No Double Payment of Claims.

To the extent that a Claim is Allowed against more than one LINN Debtor's Estate, there shall be only a single recovery on account of that Allowed Claim, but the Holder of an Allowed Claim against more than one LINN Debtor may recover distributions from all co-obligor LINN Debtors' Estates until the Holder has received payment in full on the Allowed Claims. No Holder of an Allowed Claim shall be entitled to receive more than payment in full of its Allowed Claim, and each Claim shall be administered and treated in the manner provided by the Plan only until payment in full on that Allowed Claim.

I. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The LINN Debtors or the Reorganized LINN Debtors, as applicable, shall reduce a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment on account of such Claim from a party that is not a LINN Debtor or a Reorganized LINN Debtor. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a LINN Debtor or a Reorganized LINN Debtor on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Reorganized LINN Debtor, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Reorganized LINN Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day period specified above until the amount is repaid.

2. Claims Payable by Third Parties.

Except as otherwise provided in the Plan, (i) no distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the LINN Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy, and (ii) to the extent that one or more of the LINN Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the LINN Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein (a) constitute or be deemed a waiver by such insurers of any rights or defenses, including coverage defenses, held by such insurers, or

(b) establish, determine, or otherwise imply any liability or obligation, including any coverage obligation, of any insurer.

J. Allocation of Distributions Between Principal and Interest.

For distributions in respect of Allowed LINN Lender Claims, Allowed LINN Second Lien Notes Claims, Allowed LINN Unsecured Notes Claims and Allowed LINN General Unsecured Claims, to the extent that any such Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated to the principal amount (as determined for U.S. federal income tax purposes) of the Claim first, and then to accrued but unpaid interest; *provided*, that for distributions in respect of Allowed LINN Lender Claims, to the extent that any such Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated to the accrued but unpaid interest first, and then to the principal amount.

ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Allowance of Claims.

Except as otherwise set forth in the Plan, after the Effective Date, each of the Reorganized LINN Debtors shall have and retain any and all rights and defenses such LINN Debtor had with respect to any Claim immediately before the Effective Date. Except as specifically provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code, or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such claim.

B. Claims Administration Responsibilities.

Except as otherwise specifically provided in the Plan and subject to the rights and duties of the LINN Creditor Representative set forth herein, after the Effective Date, the applicable Reorganized LINN Debtor(s) shall have the sole authority: (1) to File, withdraw, or litigate to judgment, objections to Claims; (2) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

The Reorganized LINN Debtors shall file any and all claims objections with respect to LINN General Unsecured Claims no later than 90 days after the Effective Date. In the event that any such LINN General Unsecured Claims are not objected to within such timeframe, the LINN Creditor Representative shall have standing following 90 days after the Effective Date: (1) to File, withdraw, or litigate to judgment, objections to such Claim(s); and (2) settle or compromise such Disputed Claim(s) without any further notice to or action, order, or approval by the Bankruptcy Court.

C. *LINN Creditor Representative*.

In connection with the claims reconciliation process administered by the LINN Debtors and the Reorganized LINN Debtors, as applicable, the Committee shall appoint a creditor representative for the purpose of participating in and consulting with the Reorganized LINN Debtors regarding such process and taking other appropriate actions set forth in the Plan. The identity of the party chosen to act as the LINN Creditor Representative shall be disclosed in the Plan Supplement.

The Reorganized LINN Debtors shall consult with the LINN Creditor Representative on a weekly basis regarding the status of the claims reconciliation process, any proposed settlement of Disputed Claims, and any issues related to such process, including any proposed retention of experts, consultants, or advisors; *provided*, that subject

to the dispute resolution mechanics between the LINN Creditor Representative and the Reorganized LINN Debtors set forth herein, that a proposed retention of an expert, consultant, or advisor reasonably expected to cost more than $75,000 shall require the prior written consent of the LINN Creditor Representative.

The settlement of any Disputed LINN General Unsecured Claim that (i) was filed or scheduled in an amount of $750,000 or greater, or (ii) the Reorganized LINN Debtors propose to settle in an amount of $750,000 or greater, shall require the prior written consent of the LINN Creditor Representative; *provided*, that the LINN Creditor Representative shall have the right to seek recourse from the Bankruptcy Court on an expedited basis in the event that any dispute arises between the Reorganized LINN Debtors and the LINN Creditor Representative with respect to such claims reconciliation process; *provided, further*, that, in the event that the LINN Creditor Representative has not provided written consent with respect to any proposed settlement of any Disputed LINN General Unsecured Claim requiring written consent within fourteen (14) days of the Reorganized LINN Debtors' provision of notice of such proposed settlement, the Reorganized LINN Debtors shall have the right to seek Bankruptcy Court approval of such settlement subject to the objection of the LINN Creditor Representative; *provided, further*, that the costs of the Reorganized LINN Debtors incurred (including legal fees and expenses) in connection with any disputes over the claims reconciliation process (but, for the avoidance of doubt, not the claims reconciliation process itself) shall not be charged against the LINN GUC Cash Distribution Pool. Upon request, the Reorganized LINN Debtors shall promptly provide the LINN Creditor Representative with information about any claims asserted in an amount of $500,000 or greater, and shall promptly provide the LINN Creditor Representative with information about any other General Unsecured Claims that the LINN Creditor Representative may reasonably request. The Bankruptcy Court shall take into account the recoveries to Holders of Allowed LINN General Unsecured Claims in making any determinations with respect to any disputes between the LINN Creditor Representative and the Reorganized LINN Debtors.

The LINN Creditor Representative shall be compensated at a rate to be agreed upon with the Committee and the LINN Creditor Representative and shall be entitled to the reimbursement of reasonable and documented expenses, including the reasonable and documented fees and expenses of counsel.

D. *LINN GUC Cash Distribution Pool; LINN Convenience Claims Cash Distribution Pool.*

On the Effective Date, the Debtors shall irrevocably fund each of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool into separate, segregated bank accounts not subject to the control of the lenders or the administrative agent under the LINN Exit Facility, which accounts shall not be, at any time, subject to any liens, security interests, or other encumbrances. Except as provided herein, Cash held on account of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool shall not constitute property of the LINN Debtors or the Reorganized LINN Debtors and distributions from such accounts shall be made in accordance with Article III, Article VI, and Article VII hereof. In the event there is any remaining Cash balance in the LINN GUC Cash Distribution Pool after payment to all Holders of Allowed LINN General Unsecured Claims, such remaining amount, if any, shall be distributed Pro Rata to Holders of Allowed LINN General Unsecured Claims. In the event that the sum of (i) Allowed LINN Convenience Claims and (ii) Allowed LINN General Unsecured Claims for which such Holders elect to irrevocably reduce to receive treatment as Allowed LINN Convenience Claims exceeds the LINN Convenience Claims Cash Distribution Pool, any such excess costs will be paid with, and deducted from, the LINN GUC Cash Distribution Pool. In the event that there is any remaining Cash balance in the LINN Convenience Claims Cash Distribution Pool after payment of all Allowed LINN Convenience Claims (including all Allowed LINN General Unsecured Claims electing treatment as Allowed LINN Convenience Claims), the excess amounts shall be transferred into the LINN GUC Cash Distribution Pool for Pro Rata distribution to Holders of Allowed LINN General Unsecured Claims (excluding those electing treatment as Allowed LINN Convenience Claims).

For the avoidance of doubt, the total cost of the claims reconciliation process of Disputed LINN General Unsecured Claims, including the LINN GUC Cash Distribution Pool, the LINN Convenience Claims Cash Distribution Pool, the LINN Creditor Representative's compensation and expense reimbursement, and the Reorganized LINN Debtors' claims reconciliation expenses shall not exceed $40,000,000 in the aggregate; *provided, however*, that the pre-Effective Date costs and expenses of the LINN Debtors and their Professionals, and any post-Effective Date costs and expenses of AlixPartners, LLP or its affiliates, acting on behalf of the LINN Debtors or the Reorganized LINN Debtors, shall not count toward the foregoing $40,000,000 aggregate limit;

provided, further, however, that any unused portion of the foregoing $40,000,000 remaining at the conclusion of the claims reconciliation process of Disputed LINN General Unsecured Claims shall be distributed Pro Rata to Holders of Allowed LINN General Unsecured Claims.

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including receipt by the Reorganized LINN Debtors of a private letter ruling if so requested, or the receipt of an adverse determination by the IRS upon audit if not contested by the Reorganized LINN Debtors), the Reorganized LINN Debtors shall (i) treat each of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections) and (ii) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Reorganized LINN Debtors, the LINN Creditor Representative, and the Holders of Claims and Interests) shall report for United States federal, state, and local income tax purposes consistently with the foregoing. The Reorganized LINN Debtors shall be responsible for payment, out of the Cash assets of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool, as applicable, of any taxes imposed on such pools or their assets.

The Reorganized LINN Debtors may request an expedited determination of taxes of the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool under section 505(b) of the Bankruptcy Code for all tax returns for all taxable periods through the closing of such accounts.

E. *Estimation of Claims*.

Before or after the Effective Date, and in consultation with the LINN Creditor Representative or the Committee, as applicable, the LINN Debtors or the Reorganized LINN Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. Notwithstanding any provision to the contrary in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim.

Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before seven (7) days after the date on which such Claim is estimated. Each of the foregoing Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

F. Claims Reserve.

On or before the Effective Date, the LINN Debtors or the Reorganized LINN Debtors, as applicable, shall be authorized, but not directed, to establish one or more Disputed Claims reserves, which Disputed Claims reserves shall be administered by the Reorganized LINN Debtors, to the extent applicable; *provided*, that the establishment, mechanics, amounts, and timing of such Disputed Claims reserves shall be reasonably acceptable to the Committee.

The LINN Debtors or the Reorganized LINN Debtors, as applicable, may, in their reasonable discretion and in consultation with the Committee or the LINN Creditor Representative, as applicable, hold Cash, in the same proportions and amounts as provided for in the Plan, in the Disputed Claims reserves in trust for the benefit of the Holders of the total estimated amount of LINN General Unsecured Claims and LINN Convenience Claims ultimately determined to be Allowed after the Effective Date. The Reorganized LINN Debtors shall distribute such

amounts (net of any expenses, including any taxes relating thereto), as provided herein, as such Claims are resolved by a Final Order or agreed to by settlement, and such amounts will be distributable on account of such Claims as such amounts would have been distributable had such Claims been Allowed Claims as of the Effective Date under the Plan solely to the extent of the amounts available in the applicable Disputed Claims reserves. Any portions of the LINN GUC Cash Distribution Pool remaining after resolution of Disputed LINN General Unsecured Claims shall be released from the applicable Disputed Claims reserves for Pro Rata distributions to the Holders of Allowed LINN General Unsecured Claims.

G. Adjustment to Claims without Objection.

Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Reorganized LINN Debtors without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

H. Time to File Objections to Claims or Interests.

Any objections to Claims or Interests shall be Filed on or before the Claims Objection Deadline.

I. Disallowance of Claims.

Any Claims held by Entities from which the Bankruptcy Court has determined that property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer that the Bankruptcy Court has determined is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and the full amount of such obligation to the LINN Debtors has been paid or turned over in full. All Proofs of Claim Filed on account of an Indemnification Obligation shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such Indemnification Obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court. All Proofs of Claim Filed on account of an employee benefit shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent the Reorganized Entities elect to honor such employee benefit, without any further notice to or action, order, or approval of the Bankruptcy Court.

Except as provided herein or otherwise agreed, any and all Proofs of Claim Filed after the Bar Date shall be deemed disallowed and expunged as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claim has been deemed timely Filed by a Final Order.

J. Amendments to Proofs of Claim.

On or after the Effective Date, a Proof of Claim or Interest may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized LINN Debtors (in consultation with the LINN Creditor Representative), and any such new or amended Proof of Claim or Interest Filed shall be deemed disallowed in full and expunged without any further action.

K. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless before the Confirmation Date: (1) such Claim has been adjudicated as non-contingent; or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered before the Confirmation Date determining such Claim as no longer contingent.

L. No Distributions Pending Allowance.

Except as otherwise set forth herein, if an objection to a Claim or portion thereof is Filed as set forth in Article VII.A and Article VII.B of the Plan, no payment or distribution provided under the Plan shall be made on account of such Disputed Claim or portion thereof unless and until such Disputed Claim becomes an Allowed Claim.

M. Distributions After Allowance.

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan and pursuant to procedures set by the Reorganized LINN Debtors and reasonably acceptable to the Committee or LINN Creditor Representative, as applicable. As soon as reasonably practicable after the date a Disputed Claim becomes Allowed, the Reorganized LINN Debtors shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under the Plan, as of the Effective Date, without any interest, dividends, or accruals to be paid on account of such Claim unless required under such order or judgment of the Bankruptcy Court.

ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Compromise and Settlement of Claims, Interests, and Controversies

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the LINN Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized LINN Debtors may compromise and settle Claims against, and Interests in, the LINN Debtors and their Estates and Causes of Action against other Entities.

B. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized LINN Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the LINN Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the LINN Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default or "event of default" by the LINN Debtors or Affiliates with respect to any Claim or Interest that existed immediately before or on account of the Filing of the Chapter 11 Cases shall be deemed cured (and no

longer continuing) as of the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

C. Release of Liens.

Except as otherwise specifically provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other LINN Secured Claims that the LINN Debtors elect to Reinstate in accordance with Article III.B.1 of the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized LINN Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or Filing being required to be made by the LINN Debtors; *provided*, that this Article VIII.C shall not apply to the LINN Lender Claims to the extent specifically provided for in the LINN Exit Facility Documents or Reorganized LINN Non-Conforming Term Notes Documents (if any).

D. Releases by the Debtors.

In addition to the releases set forth in the Berry-LINN Intercompany Settlement Agreement, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed released and discharged by the LINN Debtors, the Reorganized LINN Debtors, and their Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the LINN Debtors, that the LINN Debtors, the Reorganized LINN Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, based on or relating to, or in any manner arising from, in whole or in part, the LINN Debtors (including the management, ownership or operation thereof), Reorganized LINN (including the formation thereof), the LINN Debtors' in- or out-of-court restructuring efforts, intercompany transactions (including dividends and management fees paid), the LINN Credit Agreement, the LINN Second Lien Notes, the LINN Unsecured Notes, the Cash Collateral Order (and any payments or transfers in connection therewith), the Cash Management Order, the LINN Intercreditor Agreement, any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the formulation, preparation, dissemination, negotiation, or consummation of the LINN RSA, the Original LINN RSA, the LINN Second Lien Settlement Agreement, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes (if any), the LINN Rights Offerings, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the LINN RSA, the Original LINN RSA, the LINN Second Lien Settlement, the Disclosure Statement, the Plan, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

E. Releases by Holders of Claims and Interests.

As of the Effective Date, each Releasing Party is deemed to have released and discharged each LINN Debtor, Reorganized LINN Debtor, and Released Party from any and all Claims and Causes of Action,

including Claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), Reorganized LINN (including the formation thereof), the LINN Debtors' in- or out-of-court restructuring efforts, intercompany transactions (including dividends paid), transactions pursuant and/or related to LINN Credit Agreement, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, the LINN Second Lien Notes, the LINN Unsecured Notes, the LINN Rights Offerings, the LINN Backstop Agreement, the New Organizational Documents, the Reorganized LINN Registration Rights Agreement, the Cash Collateral Order (and any payments or transfers in connection therewith), the Cash Management Order, the LINN Intercreditor Agreement, any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the formulation, preparation, dissemination, negotiation, or Filing of the LINN RSA, the Original LINN RSA, the LINN Second Lien Settlement, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the LINN Second Lien Settlement, the LINN RSA, the Original LINN RSA, the Disclosure Statement, the Plan, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; *provided, however*, that except as expressly provided under the Plan, the foregoing releases shall not release obligations arising under agreements among the Releasing Parties and the Released Parties other than the Debtors (including, without limitation, the indemnification rights of the Indenture Trustees under the LINN Notes Indentures and related documentation), and shall not release claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence.

F. Exculpation.

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, Filing, or termination of the LINN RSA, the Original LINN RSA, and related prepetition transactions, and related prepetition transactions, the Disclosure Statement, the Plan, the LINN Second Lien Settlement, or any Restructuring Transaction, contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the LINN RSA, the Original LINN RSA, the LINN Second Lien Settlement Agreement, the LINN Exit Facility, the Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, except for claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to or in connection with the Plan and the LINN Restructuring Transactions. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law,

rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

G. Injunction.

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests that have been released pursuant to Article VIII.D or Article VIII.E of the Plan, shall be discharged pursuant to Article VIII.A of the Plan, or are subject to exculpation pursuant to Article VIII.F of the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the LINN Debtors, the Reorganized LINN Debtors, or the Released Parties: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (iii) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has timely asserted such setoff right in a document Filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan; *provided, however,* that such injunction shall not apply to claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence.

H. Protections Against Discriminatory Treatment.

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized LINN Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized LINN Debtors, or another Entity with whom the Reorganized LINN Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

I. Regulatory Activities.

Notwithstanding anything to the contrary herein, nothing in the Plan or Confirmation Order is intended to affect the police or regulatory activities of Governmental Units or other governmental agencies.

J. Recoupment.

In no event shall any Holder of Claims or Interests be entitled to recoup any Claim against any claim, right, or Cause of Action of the LINN Debtors or the Reorganized LINN Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the LINN Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or Proof of Interest or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

K. Document Retention.

On and after the Effective Date, the Reorganized LINN Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized LINN Debtors.

ARTICLE IX.
CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Conditions Precedent to Confirmation.

It shall be a condition to Confirmation with respect to the LINN Debtors that the following shall have been satisfied or waived pursuant to the provisions of Article IX.C of the Plan:

1. the Bankruptcy Court shall have entered the Disclosure Statement Order, the LINN Backstop Agreement Order, and the Confirmation Order in a manner consistent in all material respects with the Plan, and the LINN Backstop Agreement, each in form and substance reasonably satisfactory to the LINN Debtors and the Required Consenting LINN Creditors;

2. the Plan shall not contain any modifications that would alter or materially affect the treatment of LINN General Unsecured Claims or LINN Convenience Claims, unless such modifications have been approved in writing by the Committee (which approval shall not be unreasonably withheld); and

3. the Confirmation Order shall, among other things:

(a) authorize the LINN Debtors and the Reorganized LINN Debtors to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with the Plan;

(b) decree that the provisions of the Confirmation Order and the Plan are nonseverable and mutually dependent;

(c) authorize the LINN Debtors, Reorganized LINN Debtors, and Reorganized LINN, as applicable/necessary, to: (i) implement the LINN Restructuring Transactions; (ii) authorize, issue, incur, and/or distribute the LINN Exit Facility, the Reorganized LINN Non-Conforming Term Notes (if any), the Reorganized LINN EIP Equity, the Reorganized LINN Common Stock (including with respect to the LINN Funded Debt Equity Distribution), the LINN Rights (and any shares of Reorganized LINN Common Stock issuable upon the exercise thereof and the unsubscribed shares of Reorganized LINN Common Stock issued to the LINN Backstop Parties pursuant to the LINN Backstop Agreement), and shares of Reorganized LINN Common Stock issuable as part of the LINN Backstop Commitment Premium, pursuant to, in the case of the LINN Funded Debt Equity Distribution, the LINN Rights (and any shares of Reorganized LINN Common Stock issuable upon the exercise thereof) and shares of Reorganized LINN Common Stock issuable as part of the LINN Backstop Commitment Premium, the exemption from registration provided by section 1145 of the Bankruptcy Code, and in the case of any other securities, pursuant to the exemption from registration provided by Section 1145 of the Bankruptcy Code or another exemption from the registration requirements of the Securities Act or pursuant to one or more registration statements; (iii) make all distributions and issuances as required under the Plan, including Cash (including Cash payable as part of the LINN Backstop Commitment Premium), the Reorganized LINN Common Stock (including with respect to the LINN Funded Debt Equity Distribution), the LINN Rights (and any shares of Reorganized LINN Common Stock issuable upon the exercise thereof and the unsubscribed shares issued to the LINN Backstop Parties pursuant to the LINN Backstop Agreement), shares of Reorganized

LINN Common Stock issuable as part of the LINN Backstop Commitment Premium, the Reorganized LINN EIP Equity, the LINN Exit Facility, and the Reorganized LINN Non-Conforming Term Notes (if any); (iv) establish and fund the LINN GUC Cash Distribution Pool and the LINN Convenience Claims Cash Distribution Pool; and (v) enter into any agreements, transactions, and sales of property as set forth in the Plan Supplement with respect to the LINN Debtors or the Reorganized LINN Debtors, as applicable, including the LINN Exit Facility Documents and the Reorganized LINN Non-Conforming Term Notes Documents (if any);

(d) provide that on the Effective Date, all of the Liens and security interests to be granted in accordance with the LINN Exit Facility Documents (a) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the LINN Exit Facility Documentation, (b) shall be deemed automatically attached and perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the LINN Exit Facility Documents, and (c) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law; and the Reorganized LINN Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish, attach, and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties;

(e) provide that on the Effective Date, all of the mortgages granted to the prepetition LINN Lenders shall be deemed to be amended and assigned by the LINN Administrative Agent and the LINN Lenders and assumed by the Reorganized LINN Debtors and (a) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the LINN Exit Facility Documents, (b) shall be deemed automatically attached and perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the LINN Exit Facility Documents;

(f) provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order in furtherance of, or in connection with, any transfers of property pursuant to the Plan, including any deeds, mortgages, security interest filings, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangible or similar tax, mortgage tax, stamp tax, real estate transfer tax, mortgage recording tax, or other similar tax to the extent permissible under section 1146 of the Bankruptcy Code, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment;

(g) approve the LINN Second Lien Plan Settlement on the terms set forth in Article IV.D herein; and

(h) contain the release, injunction, and exculpation provisions contained in Article VIII herein.

B. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C of the Plan:

1. the Confirmation Order shall have been duly entered and shall be in form and substance reasonably acceptable to the LINN Debtors, the Required Consenting LINN Creditors, and the Committee.

2. the Plan and the applicable documents included in the Plan Supplement, including any exhibits, schedules, documents, amendments, modifications, or supplements thereto, and inclusive of any amendments, modifications, or supplements made after the Confirmation Date but before the Effective Date, shall have been filed and shall be in form and substance reasonably acceptable to the LINN Debtors and the Required Consenting LINN Creditors; *provided, however*, that any Plan modifications that would alter or materially affect the treatment of LINN General Unsecured Claims or LINN Convenience Claims shall be in form and substance reasonably acceptable to the Committee.

3. the New Organizational Documents with respect to the Reorganized LINN Debtors, the LINN Backstop Agreement, the Reorganized LINN Registration Rights Agreement, the LINN Exit Facility Documents, Reorganized LINN Non-Conforming Term Notes Documents (if any), and the Transition Services Agreement shall be in full force and effect (with all conditions precedent thereto having been satisfied or waived) and subject to any post-closing execution and delivery requirements provided for in the LINN Exit Facility Documents or the Reorganized LINN Non-Conforming Term Notes Documents (if any), as applicable;

4. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan;

5. all Allowed Professional Fee Claims approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such Allowed Professional Fee Claims after the Effective Date have been placed in the Professional Fee Escrow Account pending approval of the Professional Fee Claims by the Bankruptcy Court;

6. the LINN RSA shall not have been terminated by the LINN Debtors or the Required Consenting LINN Creditors;

7. the conditions precedent to the LINN Exit Facility Documents shall have been satisfied or waived in writing by the Required Consenting LINN Lenders;

8. if the Required Consenting LINN Noteholders have elected for such listing, the Debtors shall have filed applications seeking to qualify the Reorganized LINN Common Stock for listing on the NASDAQ or NYSE, as elected by the Required Consenting LINN Noteholders;

9. the "Closing" under the LINN Backstop Agreement shall have occurred or will be deemed to occur simultaneously upon the Effective Date;

10. the LINN GUC Cash Distribution Pool and LINN Convenience Claims Cash Distribution Pool shall have been established and funded in accordance with the terms of the Plan; and

11. all requisite governmental authorities and third parties shall have approved or consented to the LINN Restructuring Transactions to the extent required.

C. Waiver of Conditions.

The conditions to Confirmation and Consummation set forth in this Article IX may be waived by the LINN Debtors, with the reasonable consent of the Required Consenting LINN Creditors and the Committee (solely with respect to waivers of the conditions set forth in Article IX.A.2, Article IX.B.1, Article IX.B.2, and Article IX.B.10), without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

D. Substantial Consummation

"Substantial Consummation" of the Plan, as defined in 11 U.S.C. § 1101(2), with respect to any of the Debtors, shall be deemed to occur on the Effective Date with respect to such LINN Debtor.

E. Effect of Failure of Conditions.

If the Effective Date does not occur with respect to any of LINN Debtors, the Plan shall be null and void in all respects with respect to such LINN Debtor, and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by or Claims against or Interests in such LINN Debtors; (2) prejudice in any manner the rights of such LINN Debtors, any Holders of a Claim or Interest, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by such LINN Debtors, any Holders, or any other Entity in any respect.

ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments.

Subject to the limitations contained in the Plan, the LINN Debtors reserve the right to modify the Plan and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the LINN Debtors expressly reserve their rights to alter, amend, or modify materially the Plan, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

B. Effect of Confirmation on Modifications.

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan.

The LINN Debtors reserve the right to revoke or withdraw the Plan before the Confirmation Date. If the LINN Debtors revoke or withdraw the Plan, or if Confirmation and Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effectuated by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of the LINN Debtors or any other Entity, including the Holders of Claims; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the LINN Debtors or any other Entity.

ARTICLE XI.
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code to the extent provided under applicable law, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a LINN Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized LINN Debtors' amending, modifying, or supplementing, after the Effective Date, pursuant to Article V of the Plan, any Executory Contracts or Unexpired Leases to the Rejected Executory Contracts and Unexpired Lease List, or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a LINN Debtor that may be pending on the Effective Date;

5. adjudicate, decide, or resolve any and all matters related to Causes of Action;

6. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

7. enter and implement such orders as may be necessary to execute, implement, or consummate the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement, including injunctions or other actions as may be necessary to restrain interference by an Entity with Consummation or enforcement of the Plan;

8. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

9. adjudicate, decide, or resolve any and all matters related to the LINN Restructuring Transactions;

10. grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

11. resolve any cases, controversies, suits, disputes, Causes of Action, or any other matters that may arise in connection with the Consummation, interpretation, or enforcement of the Plan, the Disclosure Statement, the Confirmation Order, or the LINN Restructuring Transactions, or any Entity's obligations incurred in connection with the foregoing, including disputes arising under agreements, documents, or instruments executed in connection with the Plan, the Disclosure Statement, the Confirmation Order, or the LINN Restructuring Transactions;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article VIII of the Plan and enter such orders as may be necessary to implement such releases, injunctions, and other provisions;

13. resolve any cases, controversies, suits, disputes, or Causes of Action relating to the distribution or the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim for amounts not timely repaid pursuant to Article VI.I.1 of the Plan;

14. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by or assess damages against any Entity with Consummation or enforcement of the Plan or the LINN Restructuring Transactions;

15. enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

16. enter an order or decree concluding or closing the Chapter 11 Cases;

17. adjudicate any and all disputes arising from or relating to distributions under the Plan or any of the transactions contemplated therein;

18. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

19. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

20. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code, including any request made under section 505 of the Bankruptcy Code for the expedited determination of any unpaid liability of a LINN Debtor for any tax incurred during the administration of the Chapter 11 Cases, including any tax liability arising from or relating to the LINN Restructuring Transactions, for tax periods ending after the Petition Date and through the closing of the Chapter 11 Cases;

21. hear and determine all disputes involving the existence, nature, or scope of the release provisions set forth in the Plan, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;

22. hear and determine all disputes involving the obligations or terms of the LINN Exit Facility and the Reorganized LINN Non-Conforming Term Notes (as applicable);

23. hear and determine all disputes involving the obligations or terms of the LINN Rights Offerings, the LINN Backstop Agreement;

24. hear and determine all disputes between the LINN Creditor Representative and the Reorganized LINN Debtors involving the claims reconciliation process;

25. hear and determine all disputes involving the existence, nature, or scope of the release provisions set forth in the Plan, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;

26. except as otherwise limited herein, recover all assets of the LINN Debtors and property of the Estates, wherever located;

27. enforce all orders previously entered by the Bankruptcy Court; and

28. hear any other matter not inconsistent with the Bankruptcy Code.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Article IX.B of the Plan, as applicable, and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon the LINN Debtors, the Reorganized LINN Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, exculpations, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the LINN Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

B. Additional Documents.

On or before the Effective Date, the LINN Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or advisable to effectuate and further evidence the terms and conditions of the Plan. The LINN Debtors or the Reorganized LINN Debtors, as applicable, and all Holders of Claims and Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Dissolution of the Committee.

On the Effective Date, the Committee shall dissolve and all members, employees, or agents thereof shall be released and discharged from all rights and duties arising from or related to the Chapter 11 Cases; *provided*, that the Committee shall be deemed to remain in existence solely with respect to, and shall not be heard on any issue except (i) applications filed by the Professionals pursuant to section 330 and 331 of the Bankruptcy Code, and (ii) its statutory duties as the Committee for Holders of Unsecured Claims against the Berry Debtors.

D. Payment of Statutory Fees.

All fees payable pursuant to section 1930(a) of the Judicial Code, including fees and expenses payable to the U.S. Trustee, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, will be paid by each of the applicable Reorganized LINN Debtors for each quarter (including any fraction thereof) until the applicable Chapter 11 Case of such Reorganized LINN Debtors is converted, dismissed, or closed, whichever occurs first. All such fees due and payable prior to the Effective Date shall be paid by the LINN Debtors on the Effective Date. After the Effective Date, the applicable Reorganized LINN Debtor shall pay any and all such fees when due and payable, and shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee, until the earliest of the date on which the applicable Chapter 11 Case of the Reorganized LINN Debtors is converted, dismissed, or closed.

E. Reservation of Rights.

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor or any other Entity with respect to the Holders of Claims or Interests prior to the Effective Date.

F. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor, assign, affiliate, officer, director, manager, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. Notices.

All notices, requests, and demands to or upon the LINN Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

1. if to the LINN Debtors, to:

   Linn Energy, LLC
   JPMorgan Chase Tower
   600 Travis Street
   Houston, Texas 77002
   Attention: Candice Wells
   Email address: cwells@linnenergy.com

   with copies (which shall not constitute notice) to:

   Kirkland & Ellis LLP
   601 Lexington Avenue
   New York, New York 10022
   Facsimile: (212) 446-4900
   Attention: Paul M. Basta, P.C., Stephen E. Hessler, P.C. and Brian Lennon, Esq.
   E-mail addresses: paul.basta@kirkland.com, stephen.hessler@kirkland.com, brian.lennon@kirkland.com

   –and–

   Kirkland & Ellis LLP
   300 North LaSalle
   Chicago, Illinois 60654
   Facsimile: (312) 862-2200
   Attention: James H.M. Sprayregen, P.C., Joseph M. Graham, Esq., and Alexandra Schwarzman, Esq.
   E-mail addresses: james.sprayregen@kirkland.com, joe.graham@kirkland.com, alexandra.schwarzman@kirkland.com

2. if to the LINN Administrative Agent, to:

   Wells Fargo Bank, N.A.
   1000 Louisiana Street, 9th Floor
   Houston, Texas 77002
   Attention: Patrick Fults
   E-mail address: patrick.j.fults@wellsfargo.com

   with copies (which shall not constitute notice) to:

   Baker & McKenzie LLP
   452 Fifth Avenue

New York, NY 10018
Attention: James Donnell
E-mail address: james.donnell@bakermckenzie.com

–and–

Baker & McKenzie LLP
300 East Randolph Street
Chicago, IL 60601
Attention: Garry Jaunal
E-mail address: garry.jaunal@bakermckenzie.com

3. if to the Ad Hoc Group of Second Lien Noteholders, to:

O'Melveny & Myers LLP
7 Times Square
New York, NY 10036
Attn: John Rapisardi, Esq.
Joseph Zujkowski, Esq.
Email address: jrapisardi@omm.com
jzujkowski@omm.com

4. if to the LINN Second Lien Notes Trustee, to:

Delaware Trust Company
2711 Centerville Road
Wilmington, DE 19808
Attention: Michelle A. Dreyer
E-mail addresses: mdreyer@delawaretrust.com

with copies (which shall not constitute notice) to:

Arent Fox LLP
1675 Broadway
New York, New York 10019
Attention: Leah M. Eisenberg
E-mail addresses: eisenberg.leah@arentfox.com

5. if to the Ad Hoc Group of Unsecured Noteholders, to:

Milbank, Tweed, Hadley & McCloy LLP
28 Liberty Street
New York, New York 10005
Attention: Gerard Uzzi and Michael Price
E-mail addresses: guzzi@milbank.com and mprice@milbank.com

6. if to the LINN Unsecured Notes Trustee, to:

Wilmington Trust Company
50 South Sixth Street, Suite 1290
Attention: Peter Finkel
E-mail addresses: pfinkel@wilmingtontrust.com

–and–

Kilpatrick Townsend & Stockton LLP
1100 Peachtree Street, NE
STE 2800
Atlanta, GA 30309
Attention: Todd C. Meyers, Robbin S. Rahman
E-mail addresses: tmeyers@kilpatricktownsend.com and rrahman@kilpatricktownsend.com

with copies (which shall not constitute notice) to:

Milbank, Tweed, Hadley & McCloy LLP
28 Liberty Street
New York, New York 10005
Attention: Gerard Uzzi and Michael Price
E-mail addresses: guzzi@milbank.com and mprice@milbank.com

7. if to the Committee, to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, New York 10036
Attention: Keith Wofford, Mark Bane, James Wright
E-mail addresses: Keith.Wofford@ropesgray.com, mark.bane@ropesgray.com, and James.Wright@ropesgray.com

After the Effective Date, the Reorganized LINN Debtors shall have the authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized LINN Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays.

Unless otherwise provided in the Plan or the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. Entire Agreement.

Except as otherwise indicated, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at https://cases.primeclerk.com/linn/Home-Index or the Bankruptcy Court's website at http://www.txs.uscourts.gov/bankruptcy.

K. Nonseverability of Plan Provisions.

If, before Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the LINN Debtors' or Reorganized LINN Debtors' consent, as applicable; *provided*, that any such deletion or modification must be consistent with the LINN RSA, LINN Backstop Agreement, or LINN Exit Facility Documents, as applicable; and (3) nonseverable and mutually dependent.

L. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the LINN Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the LINN Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals or the Reorganized LINN Debtors will have any liability for the violation of any applicable law (including the Securities Act), rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan and any previous plan.

M. Waiver or Estoppel.

Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the LINN Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed before the Confirmation Date.

N. Closing of Chapter 11 Cases

The Reorganized LINN Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases; *provided*, that the Reorganized LINN Debtors may, in their discretion, close certain of the Chapter 11 Cases while allowing other Chapter 11 Cases to continue for the purposes of making distributions on account of Claims or administering to Claims as set forth in this Plan, or for any other provision set forth in this Plan.

[*Remainder of page intentionally left blank.*]

Dated: December 12, 2016

Respectfully submitted,

By: */s/ Arden L. Walker, Jr.*
Name: Arden L. Walker, Jr.
Title: Chief Operating Officer of Linn Energy, LLC

Prepared by:
KIRKLAND & ELLIS LLP
Paul M. Basta, P.C. (admitted *pro hac vice*)
Stephen E. Hessler, P.C. (admitted *pro hac vice*)
Brian S. Lennon (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
(212) 446-4800 (telephone)

–and–

James H.M. Sprayregen, P.C. (admitted *pro hac vice*)
Joseph M. Graham (admitted *pro hac vice*)
Alexandra Schwarzman (admitted *pro hac vice*)
300 North LaSalle
Chicago, Illinois 60654
(312) 862-2000 (telephone)

–and–

JACKSON WALKER L.L.P.
Patricia B. Tomasco (TX Bar No. 01797600)
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
(713) 752-4200 (telephone)

Counsel to the Debtors and Debtors in Possession

Exhibit B

LINN RSA

EXECUTION VERSION

FIRST AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT

This FIRST AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT, dated as of October 21, 2016, amends, restates, and replaces in its entirety the Restructuring Support Agreement, dated as of October 7, 2016 (as amended, supplemented, or otherwise modified from time to time, this "Agreement"), by and among: (i) Linn Energy, LLC, on behalf of itself and its direct and indirect subsidiaries other than Berry Petroleum Company, LLC ("Berry") and Linn Acquisition Company, LLC ("LAC", and together with Berry, each a "Berry Debtor") (Linn Energy, LLC, together with its direct and indirect subsidiaries other than Berry and LAC, each a "LINN Debtor"); (ii) the undersigned holders (together with their permitted successors and assigns, each a "Consenting LINN Lender") of claims pursuant to that certain Sixth Amended and Restated Credit Agreement dated April 24, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "LINN Credit Agreement"); and (iii) the undersigned holders of notes (or investment advisers or managers to such holders) issued pursuant to the LINN Notes Indentures (together with their permitted successors and assigns, each a "Consenting LINN Noteholder"). Each of the LINN Debtors, the Consenting LINN Lenders, and the Consenting LINN Noteholders shall be referred to as a "Party" and, collectively, as the "Parties." Unless otherwise noted, capitalized terms used but not immediately defined herein have the meanings ascribed to them at a later point in this Agreement.

RECITALS

WHEREAS, on May 11, 2016 (the "Petition Date"), the LINN Debtors and the Berry Debtors (collectively, the "Company" or the "Debtors") commenced voluntary cases under chapter 11 of the Bankruptcy Code, in the United States Bankruptcy Court for the Southern District of Texas, Victoria Division (together with any court with jurisdiction over such cases, the "Bankruptcy Court"), which cases are being jointly administered under the case number 16-60040 (DRJ) (the "Chapter 11 Cases");

WHEREAS, the Parties have engaged in arm's-length good-faith discussions regarding the terms of a joint plan of reorganization for the LINN Debtors (as may be amended, supplemented, or otherwise modified from time to time consistent with the terms of this Agreement, the "Plan"), substantially on the terms set forth in the restructuring term sheet attached hereto as **Exhibit A** (as amended, supplemented, or otherwise modified from time to time consistent with the terms of this Agreement, the "Restructuring Term Sheet");

WHEREAS, each Party desires to facilitate the confirmation and consummation of the Plan and related transactions (the "Restructuring"), which shall (i) provide for, among other things, the transfer of all assets of Linn Energy, LLC other than its equity interests in LAC to NewCo, (ii) be separate from any plan of reorganization of LinnCo, LLC and/or the Berry Debtors, (iii) not be conditioned on confirmation of any plan of reorganization of LinnCo LLC and/or the Berry Debtors, and (iv) be pursuant to the terms and conditions of the Plan and in the manner set forth in this Agreement;

WHEREAS, certain Consenting LINN Lenders have agreed to provide the reorganized LINN Debtors with a replacement reserve based lending facility (the "LINN Exit Facility") in

connection with the Restructuring, substantially on the terms set forth in the term sheet attached hereto as **Exhibit B** (the "LINN Exit Facility Term Sheet");

WHEREAS, certain Consenting LINN Noteholders (collectively, the "Initial Backstop Parties") have agreed to participate in and backstop $530 million rights offerings in connection with the Restructuring, subject to the terms and conditions of the backstop commitment letter attached hereto as **Exhibit C** (the "Backstop Commitment Letter") and the Backstop Commitment Term Sheet attached as Exhibit 1 to the Restructuring Term Sheet, entry into a backstop commitment agreement, substantially on the terms set forth in the Restructuring Term Sheet (the "Backstop Commitment Agreement");

WHEREAS, to effectuate the Restructuring, the LINN Debtors intend to promptly file the Plan and a related disclosure statement (as may be amended, supplemented, or otherwise modified from time to time consistent with the terms of this Agreement, the "Disclosure Statement") prior to soliciting votes on the Plan in accordance with section 1125 of the Bankruptcy Code;

WHEREAS, the following sets forth the agreement among the Parties concerning their respective rights and obligations in respect of the Restructuring. Each Party has reviewed the Restructuring Term Sheet, and each Party has agreed to the terms of the Restructuring on the terms set forth therein and herein.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. Definitions.

The following terms shall have the following definitions:

"Accredited Investor" has the meaning set forth in Rule 501 of the Securities Act.

"Ad Hoc Group of Unsecured Noteholders" means that certain ad hoc group of holders of LINN Unsecured Notes represented by Milbank, Tweed, Hadley & McCloy LLP and PJT Partners, or any of its members or their affiliates.

"Ad Hoc Group of Second Lien Noteholders" means that certain ad hoc group of holders of LINN Second Lien Notes represented by O'Melveny & Myers LLP and Intrepid Financial Partners.

"Agreement" has the meaning set forth in the preamble hereof, and, for the avoidance doubt, includes all of the exhibits attached to the Agreement.

"Alternative Settlement" has the meaning set forth in Section 4.01 hereof.

"Agreement Effective Date" means the date upon which this Agreement shall become effective and binding upon each of the Parties pursuant to the terms of Section 2 hereof.

"Amended Second Lien Settlement" means that certain amendment to the Second Lien Settlement Agreement attached hereto as **Exhibit E**, which provides for the extension of certain deadlines in the Second Lien Settlement Agreement.

"Approval Order" means an order of the Bankruptcy Court that (a) approves the Debtors' entry into the Backstop Commitment Letter and Backstop Commitment Agreement pursuant to section 363 of the Bankruptcy Code and (b) provides that the Commitment Premium and the Expense Reimbursement shall constitute allowed administrative expenses of the Debtors' estates under sections 503(b) and 507 of the Bankruptcy Code and shall be payable by the Debtors as provided in this Agreement, the Backstop Commitment Letter, and the Backstop Commitment Agreement.

"Backstop Commitment Agreement" has the meaning set forth in the preamble hereof.

"Backstop Commitment Letter" has the meaning set forth in the preamble hereof.

"Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as now in effect or hereinafter amended, and the rules and regulations promulgated hereunder.

"Bankruptcy Court" has the meaning set forth in the preamble hereof.

"Cash Collateral" has the meaning set forth in section 363(a) of the Bankruptcy Code.

"Cash Collateral Order" means any order of the Bankruptcy Court with respect to the use of the Lenders' Cash Collateral by a LINN Debtor.

"Chapter 11 Cases" has the meaning set forth in the preamble hereof.

"Claim" has the meaning set forth in section 101(5) of the Bankruptcy Code.

"Company" has the meaning set forth in the preamble hereof.

"Company Termination Event" has the meaning set forth in Section 7.02 hereof.

"Confidentiality Agreement" has the meaning set forth in Section 5.04 hereof.

"Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

"Consenting Creditors" means, collectively, the Consenting LINN Lenders and Consenting LINN Noteholders.

"Consenting LINN Lender" has the meaning set forth in the preamble hereof.

"Consenting LINN Noteholder" has the meaning set forth in the preamble hereof.

"Creditor Group Termination Event" has the meaning set forth in Section 7.01 hereof.

"Debt Instruments" means, collectively, (i) the LINN Credit Agreement, (ii) the LINN Unsecured Notes, and (iii) the LINN Second Lien Notes and any "Additional Notes" issued in connection with the Second Lien Settlement Agreement.

"Definitive Documents" means the definitive documents and agreements governing the Restructuring, including: (i) the Plan and all exhibits thereto; (ii) the Plan Supplement; (iii) the Disclosure Statement and all exhibits thereto; (iv) the Plan Solicitation Materials; (v) the Backstop Commitment Agreement and any offering procedures contemplated thereby; (vi) the LINN Exit Facility Agreement; (vii) the Approval Order; and (viii) the Confirmation Order.

"Disclosure Statement" has the meaning set forth in the recitals hereof.

"Effective Date" means the date upon which all conditions precedent to the effectiveness of the Plan have been satisfied or are expressly waived in accordance with the terms thereof, as the case may be, and on which the Restructuring and the other transactions to occur on the Effective Date pursuant to the Plan become effective or are consummated.

"Final Cash Collateral Order" means the Cash Collateral Order entered by the Bankruptcy Court on July 29, 2016 in the Chapter 11 Cases [Docket No. 743].

"Initial Backstop Party" means the Consenting LINN Noteholders that are party to the Backstop Commitment Letter as of the date hereof.

"LAC" has the meaning set forth in the preamble hereof.

"Lender" or "Lenders" means as applicable or collectively, the Lenders pursuant to the LINN Credit Agreement.

"LINN Credit Agreement" has the meaning set forth in the preamble hereof.

"LINN Debtors" has the meaning set forth in the preamble hereof.

"LINN Notes" means, collectively, the LINN Unsecured Notes and the LINN Second Lien Notes.

"LINN Notes Claims" means, at any time, the Claims represented by the LINN Notes as calculated under Section 4 hereof, solely for the purposes of determining consent or approval rights under this Agreement.

"LINN Notes Indentures" means, collectively, the indentures pursuant to which the LINN Notes were issued.

"LINN Second Lien Indenture" means that certain Indenture, dated as of November 13, 2015, among Linn Energy, LLC, Linn Energy Finance Corp., Delaware Trust Company, as successor trustee and collateral trustee to U.S. Bank National Association thereunder

and the related collateral agreement, and the guarantors party thereto (as amended or supplemented from time to time prior to the date hereof).

"LINN Second Lien Notes" means, collectively, the 12.0% Second Lien Notes issued pursuant to the LINN Second Lien Indenture.

"LINN Unsecured Notes" means, collectively, (i) the 6.50% Senior Notes due September 2021 issued pursuant to the Senior Indenture, dated as of September 9, 2014 and First Supplemental Indenture, dated as of September 9, 2014, by and among Wilmington Trust Company, as successor trustee to U.S. Bank, National Association, Linn Energy, LLC, Linn Energy Finance Corp., and the guarantor parties thereto; (ii) the 7.75% Notes due February 2021 issued pursuant to that Indenture, dated as of September 13, 2010 by and among Wilmington Trust Company, as successor trustee to U.S. Bank, National Association, Linn Energy, LLC, Linn Energy Finance Corp., and the guarantor parties thereto; (iii) the 8.625% Notes due April 2020 issued pursuant to that certain Indenture dated as of April 6, 2010; and First Supplemental Indenture, dated as of July 2, 2010 by and among Wilmington Trust Company, as successor trustee to U.S. Bank, National Association, Linn Energy, LLC, Linn Energy Finance Corp., and the guarantor parties thereto; (iv) the 6.25% Senior Notes due November 2019 issued pursuant to that Indenture, dated as of March 2, 2012 by and among Wilmington Trust Company, as successor trustee to U.S. Bank, National Association, Linn Energy, LLC, Linn Energy Finance Corp., and the guarantor parties thereto; and (v) the 6.50% Senior Notes due May 2019 issued pursuant to that certain Indenture, dated as of May 13, 2011 and First Supplemental Indenture, dated as of September 9, 2014, by and among Wilmington Trust Company, as successor trustee to U.S. Bank, National Association, Linn Energy, LLC, Linn Energy Finance Corp., and the guarantor parties thereto (in each case as amended or supplemented from time to time prior to the date hereof).

"NewCo" has the meaning ascribed to it in the Restructuring Term Sheet.

"Outside Date" means March 1, 2017 or such later date as has been agreed by the Required Consenting Creditors and the Company.

"Party" and "Parties" have the meanings set forth in the preamble hereof.

"Permitted Transfer" has the meaning set forth in Section 5.04 hereof.

"Permitted Transferee" has the meaning set forth in Section 5.04 hereof.

"Petition Date" has the meaning set forth in the recitals hereof.

"Plan" has the meaning set forth in the recitals hereof.

"Plan Solicitation Materials" means the ballots and other related materials drafted in connection with the solicitation of acceptances of the Plan and to be approved by the Bankruptcy Court in connection with the approval of the Disclosure Statement.

"Plan Supplement" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan that will be filed by the Company with the Bankruptcy Court.

"Qualified Institutional Buyer" has the meaning set forth in Rule 144A of the Securities Act.

"Qualified Marketmaker" means an entity that holds itself out to the public or applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers claims against the Company, in its capacity as a dealer or marker maker in claims against the Company.

"Required Consenting Creditors" means, collectively, the Required Consenting LINN Lenders and the Required Consenting LINN Noteholders.

"Required Consenting LINN Lenders" means Consenting LINN Lenders holding, controlling, or having the ability to control more than sixty-six and two-thirds percent (66-2/3%) of outstanding principal amounts of LINN's obligations under the LINN Credit Agreement directly or indirectly held or controlled by all Consenting LINN Lenders, calculated as of such date the Consenting LINN Lenders make a determination in accordance with this Agreement.

"Required Consenting LINN Noteholders" means (a) members of the Steering Committee of the Ad Hoc Group of Unsecured Noteholders holding more than sixty-six and two-thirds percent (66-2/3%) of the LINN Unsecured Notes held by all members of the Steering Committee of the Ad Hoc Group of Unsecured Noteholders and (b) members of the Steering Committee of the Ad Hoc Group of Second Lien Noteholders holding more than sixty-six and two-thirds percent (66-2/3%) of the LINN Second Lien Notes held by all members of the Steering Committee of the Ad Hoc Group of Second Lien Noteholders, in each case, voting as a separate class, and calculated as of such date the Consenting LINN Noteholders make a determination in accordance with this Agreement.

"Restructuring" has the meaning set forth in the recitals hereof.

"Second Lien Settlement Agreement" means that certain settlement agreement, made and entered into as of April 4, 2016 and amended from time to time, by and among LINN Energy, LLC, LINN Energy Finance Corp., the LINN guarantor parties thereto, and Delaware Trust Company, as successor indenture trustee and successor collateral trustee to U.S. Bank National Association under the LINN Second Lien Indenture.

"Securities Act" means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as now in effect or hereinafter amended, and the rules and regulations promulgated thereunder.

"Steering Committee" means, as applicable, (i) the steering committee of the Ad Hoc Group of Unsecured Noteholders as may be constituted from time to time and which shall initially be comprised of the entities set forth on Schedule 1-A hereto or (b) the steering committee of the Ad Hoc Group of Second Lien Noteholders as may be constituted from

time to time and which shall initially be comprised of the entities set forth in Schedule 1-B hereto.

"Transfer" means any sale, use, pledge, assignment, transfer, or the disposal of Claims.

"Transfer Agreement" means a transfer agreement in the form of **Exhibit D** attached hereto.

"Transferee" means a recipient of the Transfer of a Claim as described in Section 5.04 hereof.

"Transition Services Agreement" means the transition services and separation agreement by and between the LINN Debtors and the Berry Debtors that shall be reasonably satisfactory in form and substance to the Required Consenting Creditors.

Section 2. Conditions to Effectiveness; Agreement Effective Date

2.01. Conditions to Effectiveness. This Agreement shall become effective in accordance with its terms, and thereafter the terms and conditions herein may only be amended, modified, waived, or otherwise supplemented as set forth in Section 10 hereof, upon the date (such date, the "Agreement Effective Date") on which (i) the Backstop Commitment Letter has been executed and is effective in accordance with its terms and (ii) this Agreement has been executed and delivered by such Consenting Creditor and each LINN Debtor.[1]

Section 3. Reserved.

Section 4. Second Lien Settlement; Calculation of LINN Note Claims.

4.01. Second Lien Settlement. The Plan shall (i) incorporate a settlement pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure of all disputes, claims, and causes of action related to the LINN Second Lien Notes on terms substantially similar to the "Alternative Settlement" set forth in the Second Lien Settlement Agreement (the "Alternative Settlement"), and (ii) provide for the treatment of the claims of the holders of the LINN Second Lien Notes on the terms set forth in the Restructuring Term Sheet. Upon the Effective Date, the Second Lien Settlement Agreement shall terminate and shall be of no further force and effect.

4.02. Second Lien Claim Determination Pending Settlement Approval. For the purposes of determining such consents as may be required under this Agreement, each dollar of LINN Second Lien Notes held by a Consenting LINN Noteholder shall be treated as two dollars on a *pari passu* basis with the LINN Unsecured Note Claims as LINN Notes Claims.

[1] For the avoidance of doubt, any and all consent rights of the Consenting Lenders under this Agreement shall only apply in the event that Consenting Lenders holding, controlling, or having the ability to control, in the aggregate, more than sixty-six and two-thirds percent (66-2/3%) of outstanding principal amounts of the LINN Debtors' obligations under the LINN Credit Agreement have executed and delivered signature pages hereto.

Section 5. Commitments Regarding the Restructuring.

5.01. Mutual Commitments. Except as set forth in Section 8 hereof with respect to the Company, subject to the terms and conditions hereof and for so long as this Agreement has not been terminated in accordance with its terms, each of the Parties, as applicable, covenants and agrees to:

(a) support entry of the Approval Order and approval of the Alternative Settlement through the Plan, and consummation of the Restructuring, including the solicitation, confirmation, and consummation of the Plan, pursuant to the terms set forth in this Agreement;

(b) not to, in its capacity as a Party, or in any other capacity, directly or indirectly, in any material respect, (i) object to, delay, impede, interfere, obstruct, or take any other action inconsistent with this Agreement or that could hinder, delay, or prevent the timely confirmation of the Plan and consummation of the Restructuring, or (ii) propose, file, support, or vote (or to cause any of the foregoing to occur) for any restructuring, workout, or chapter 11 plan for the Company other than the Restructuring and the Plan;

(c) negotiate in good faith any remaining Definitive Documents, which shall contain terms and conditions consistent in all respects with the terms of this Agreement and otherwise be in form and substance reasonably satisfactory (as evidenced by their written approval, which approval may be conveyed in writing by counsel including by electronic mail) to each of: (i) the Company; and (ii) the Required Consenting Creditors; provided, however, that any Plan exhibits (including those documents included in the Plan Supplement) related solely to the allocation or ownership of the New Common Stock and/or corporate governance matters shall be reasonably satisfactory to the LINN Debtors and the Required Consenting LINN Noteholders only;

(d) execute (to the extent such Party is contemplated or required to be a party thereto) and otherwise support (and not oppose or seek to cause any other entity to oppose) the Definitive Documents;

provided, that except as expressly provided herein, this Agreement and all communications and negotiations among the Parties with respect hereto or any of the transactions contemplated hereunder are without waiver or prejudice to the Parties' rights and remedies, and the Parties hereby reserve all claims, defenses, and positions that they may have with respect to each other; provided, further, that nothing in this Agreement shall be deemed to limit or restrict any action by any Party to enforce any right, remedy, condition, consent, or approval requirement under this Agreement or the Definitive Documents.

Unless otherwise stated herein, any consent or approval rights of the "Required Consenting Creditors" shall require the independent approval of both (i) the Required Consenting LINN Lenders and (ii) the Required Consenting LINN Noteholders.

5.02. Commitments of Consenting Creditors. Subject to the terms and conditions hereof and for so long as this Agreement has not been terminated in accordance with its terms,

and without limiting the mutual commitments set forth in Section 5.01 hereof in any respect, each Consenting Creditor hereby covenants and agrees to (severally, and not jointly):

(a) (i) vote or cause to be voted all of its Claims against a LINN Debtor, including, without limitation, the Claims under the Debt Instruments, that it holds, controls, or has the ability to control, to accept the Plan, by delivering a duly executed and timely completed ballot or ballots accepting the Plan following commencement of the solicitation of acceptances of the Plan in accordance with sections 1125 and 1126 of the Bankruptcy Code, (ii) not withdraw, amend, or revoke such vote (or cause or direct such vote to be withdrawn, amended, or revoked), and (iii) to the extent such election is available, not elect on its ballot to preserve claims, if any, that such Consenting Creditor may own or control that may be affected by any releases contemplated under the Plan;

(b) not to object to, vote, or cause to be voted any of its Claims under its control to reject the Plan, or otherwise encourage, support, or commence any proceeding to oppose or alter any of the terms of the Definitive Documents or any other pleadings or reorganization documents filed by the Company in the Chapter 11 Cases in furtherance of the Plan, so long as such documents and/or pleadings are consistent with this Agreement and the Plan;

(c) not directly or indirectly (i) seek, solicit, support, encourage, or vote its Claims for, consent to, or encourage any plan of reorganization, proposal, offer, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets, or restructuring of Company other than the Plan, (ii) seek, solicit, support, or encourage any postpetition financing or use of cash collateral other than as, and to the extent, provided for in this Agreement, or (iii) take any other action that is inconsistent with, or that would, or reasonably be expected to, impede, delay, appeal, or obstruct the proposal, solicitation, confirmation, or consummation of the applicable Plan or the Restructuring that is materially consistent with this Agreement; and

(d) support (and not object to) the motions and documents filed by the Company in furtherance of the Restructuring that are materially consistent with this Agreement;

(e) not instruct the applicable administrative and/or collateral agent or trustee under the Debt Instruments or related credit documents to take any action, or refrain from taking any action, that would be inconsistent with this Agreement;

(f) use commercially reasonable efforts to support and take all actions, including the execution of necessary documents, and to instruct the applicable administrative and/or collateral agents to otherwise support and take all actions, necessary or reasonably requested by the LINN Debtors to facilitate consummation of the Plan and the Restructuring consistent in all material respects with this Agreement; provided, however, that such Consenting Creditors shall not be required to expend any funds or provide any indemnification with respect to any action except as expressly provided for in any of the Definitive Documents; and

(g) in the case of a Consenting LINN Noteholder, consent to and otherwise support the cramdown of holders of LINN Notes Claims to the extent any class substantially comprised of holders of LINN Notes Claims fails to accept the Plan.

Notwithstanding the foregoing, nothing in this Agreement and neither a vote to accept the Plan by any Consenting Creditor nor the acceptance of the Plan by any Consenting Creditor shall (i) be construed to prohibit any Consenting Creditor from contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement or the Definitive Documentation; (ii) affect the ability of any Consenting Creditor to consult with other Consenting Creditors or the Company, or (iii) impair or waive the rights of any Consenting Creditor to assert or raise any objection expressly permitted under this Agreement in connection with any hearing on confirmation of the Plan or in the Bankruptcy Court or prevent such Consenting Creditor from enforcing this Agreement; (iv) be construed to prohibit any Consenting Creditor from appearing as a party-in-interest in any matter to be adjudicated in the Chapter 11 Cases, so long as, from the Agreement Effective Date until the occurrence of a Termination Date applicable to such Consenting Creditor, such appearance and the positions advocated in connection therewith are not materially inconsistent with this Agreement and are not for the purpose of hindering, delaying, or preventing the consummation of the Plan (provided, however, that any delay or other impact on consummation of the Restructuring contemplated by the Plan caused by a Consenting Creditor's opposition to (x) any relief that is inconsistent with such Restructuring Transactions; (y) a motion by the Company to enter into a material executory contract, lease, or other arrangement outside of the ordinary course of its business without obtaining the prior written consent of the Required Consenting Creditors (which may be provided in any written form, including email correspondence with counsel), which consent shall not be unreasonably withheld; provided, that following a request for consent by the Company, if the consent of the Required Consenting Creditors is not obtained or declined within five (5) business days following written request thereof by the Company, such consent shall be deemed to have been granted by the Required Consenting Creditors; or (z) any relief that is adverse to interests of the Consenting Creditors sought by the Company (or any other party), shall not constitute a violation of this Agreement). In addition, and for the avoidance of doubt, nothing in this Agreement shall be construed or interpreted to mean that a Consenting LINN Lender may not exercise any rights and remedies that it may have under the Final Cash Collateral Order and this Agreement.

5.03. Commitments of the LINN Debtors. Subject to the terms and conditions hereof (including, without limitation, as set forth in Section 8 hereof), and for so long as this Agreement has not been terminated in accordance with its terms, and without limiting the mutual commitments set forth in Section 5.01 hereof in any respect, each of the LINN Debtors hereby covenants and agrees to:

(a) support and cooperate with the Consenting Creditors and take all actions that are necessary or reasonably requested by the Consenting Creditors to consummate the Restructuring in accordance with the Plan and the terms and conditions of this Agreement, including by implementing the Restructuring in accordance with each of the milestones set forth in this Section 5.03 (the "Milestones"), which may be extended only with the express prior written consent of the Required Consenting Creditors:

(1) within 14 days after the Agreement Effective Date, file with the Bankruptcy Court (i) the Plan, the Disclosure Statement, the Plan Solicitation Materials, and the motion to approve the Disclosure Statement and (ii) a motion seeking entry of the Approval Order;

(2) obtain entry of the Approval Order on or before November 21, 2016;

(3) obtain entry of an order approving the adequacy of the Disclosure Statement, the Plan Solicitation Materials, and the Offering Procedures (the "Disclosure Statement Order") on or before December 9, 2016;

(4) agree to a form of the Transition Services Agreement reasonably satisfactory to the Required Consenting Creditors on or before December 6, 2016; provided, for the avoidance of doubt, that the Company shall have no obligation to seek approval of the Transition Services Agreement within such period and instead the Transition Services Agreement will be approved in connection with the Plan;

(5) obtain entry of the Confirmation Order, each with all applicable exhibits, appendices, Plan Supplement documents, and related documents on or before February 3, 2017; and

(6) cause the Effective Date to occur on or before the Outside Date;

(b) support and take all actions as are reasonably necessary and appropriate to obtain any and all required regulatory and/or third-party approvals to consummate the Restructuring;

(c) to the extent any legal, financial, or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring, negotiate in good faith appropriate additional or alternative provisions to address any such impediment;

(d) at all times operate in accordance with, and comply with the requirements set forth for, the budgets required by the Cash Collateral Orders in accordance with the terms of the Cash Collateral Orders;

(e) support and advocate for the approval of the Amended Second Lien Settlement and the Alternative Settlement;

(f) support and advocate for entry of the Approval Order and timely pay the Commitment Premium (as defined in the Backstop Commitment Agreement) and all other fees and expenses payable thereunder, including as set forth in Section 13.02 hereof; and

(g) subject to Section 8 of this Agreement, not seek, solicit, or support any dissolution, winding up, liquidation, reorganization, assignment for the benefit of creditors, merger, transaction, consolidation, business combination, joint venture, partnership sale of assets, financing (debt or equity), or restructuring of the LINN Debtors (including, for the avoidance of doubt, a transaction premised on an asset sale under section 363 of the Bankruptcy Code), other than the Plan and Restructuring (an "Alternative Transaction"), and to not cause or allow any of their agents or representatives to solicit any agreements relating to an Alternative Transaction;

5.04. Transfer of Claims. For the period commencing on the Agreement Effective Date through the earlier to occur of (i) termination of this Agreement and (ii) entry of the Confirmation Order, and subject to the terms and conditions hereof, each Consenting Creditor agrees, solely with respect to itself, that it shall not Transfer any ownership (including any beneficial ownership) in the Claims or any option thereon or any right or interest therein (including by granting any proxies or depositing any interests in the Claims into a voting trust or by entering into a voting agreement (other than this Agreement) with respect to the Claims), unless the intended transferee (A) is a Consenting Creditor or (B) executes and delivers to counsel to the Company (identified in Section 13.11 hereof) on the terms set forth below an executed form of the Transfer Agreement in the form attached hereto as **Exhibit D** before such Transfer is effective (it being understood that any Transfer shall not be effective until notification of such Transfer and a copy of the executed Transfer Agreement is received by counsel to the Company, in each case, on the terms set forth herein) (such transfer, a "Permitted Transfer" and such party to such Permitted Transfer, a "Permitted Transferee").

(a) Notwithstanding anything to the contrary herein, (i) the foregoing provisions shall not preclude any Consenting Creditor from settling or delivering any Claims to settle any confirmed transaction pending as of the date of such Consenting Creditor's entry into this Agreement (subject to compliance with applicable securities laws and it being understood that such Claims so acquired and held (*i.e.*, not as a part of a short transaction) shall be subject to the terms of this Agreement), (ii) a Qualified Marketmaker that acquires any Claims from a Consenting Creditor with the purpose and intent of acting as a Qualified Marketmaker for such Claims, shall not be required to execute and deliver to counsel a Transfer Agreement or otherwise agree to be bound by the terms and conditions set forth in this Agreement if such Qualified Marketmaker transfers such Claims (by purchase, sale, assignment, participation, or otherwise) within five (5) Business Days of its acquisition to a Consenting Creditor or Permitted Transferee and the transfer otherwise is a Permitted Transfer; and (iii) to the extent any Party is acting solely in its capacity as a Qualified Marketmaker, it may Transfer any ownership interests in the Claims that it acquires from a holder of Claims that is not a Consenting Creditor to a transferee that is not a Consenting Creditor at the time of such Transfer without the requirement that the transferee be or become a signatory to this Agreement or execute a Transfer Agreement.

(b) This Agreement shall in no way be construed to preclude the Consenting Creditors from acquiring additional Claims; provided, however, that such acquired Claims shall automatically and immediately upon acquisition by a Consenting Creditor be deemed subject to the terms of this Agreement (regardless of when or whether notice

of such acquisition is given to the Company as set forth above), other than with respect to any Claims acquired by such Consenting Creditor in its capacity as a Qualified Marketmaker.

(c) This Section 5.04 shall not impose any obligation on the Company to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Creditor to Transfer any Claims. Notwithstanding anything to the contrary herein, to the extent the Company and another Party have entered into a separate agreement with respect to the issuance of a "cleansing letter" or other public disclosure of information (each such executed agreement as may be amended from time to time, a "Confidentiality Agreement"), the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms.

(d) Any Transfer made in violation of this Section 5.04 shall be void ab initio.

(e) For the avoidance of doubt, (i) following a Permitted Transfer by a Consenting Creditor of all of its interests in the Claims, such Consenting Creditor shall have no additional or continuing obligations under this Agreement or any related direction letters to any agent or trustee (except to the extent provided by such letters), and (ii) prior to the effective date of a Permitted Transfer, the Permitted Transferee shall not have obligations or liabilities under this Agreement or any related direction letters to any agent or trustee to any party to the Agreement.

Section 6. Representations and Warranties.

6.01. Mutual Representations and Warranties. Each of the Parties, severally and not jointly, represents, warrants, and covenants to each other Party, as of the date of this Agreement, as follows:

(a) It is existing and in good standing under the laws of the legal jurisdiction of its organization, and this Agreement is a legal and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable laws or equitable principles;

(b) Except as expressly provided in this Agreement, it has all requisite direct or indirect power and authority to enter into this Agreement and to carry out the Restructuring contemplated by, and perform its respective obligations under, this Agreement;

(c) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action on its part and no consent, approval of, action of, filing with, or notice to any governmental or regulatory authority is required in connection with the execution, delivery, and performance of this Agreement; and

(d) It has been represented by legal counsel of its choosing in connection with this Agreement and the transactions contemplated by this Agreement, has had the opportunity to review this Agreement with its legal counsel and has not relied on any

statements made by any other Party or its legal counsel as to the meaning of any term or condition contained herein or in deciding whether to enter into this Agreement or the transactions contemplated hereof.

6.02. Representations of Consenting Creditors. Each of the Consenting Creditors, severally and not jointly, represents and warrants that, as of the date such Consenting Creditor executes and delivers this Agreement (or, if such Party is a Transferee, as of the date such Transferee executes and delivers the applicable Joinder):

(a) it (i) is either (A) the sole legal and beneficial owner of the principal amount of the Claims set forth below its signature hereto, or (B) has sole investment or voting discretion with respect to the principal amount of the Claims set forth below its signature hereto and has the power and authority to bind the beneficial owner(s) of such Claims to the terms of this Agreement, (ii) has full power and authority to act on behalf of, vote, and consent to matters concerning such Claims and dispose of, exchange, assign, and transfer such Claims, and (iii) holds no Claims that are not identified below its signature hereto;

(b) other than pursuant to this Agreement, such Claims that are subject to Section 6.02(a) hereof are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition or encumbrance of any kind, that would materially and adversely affect such Consenting Creditor's performance of its obligations contained in this Agreement at the time such obligations are required to be performed;

(c) it has such knowledge and experience in financial and business matters of this type that it is capable of evaluating the merits and risks of entering into this Agreement and making an informed investment decision, and has conducted an independent review and analysis of the business and affairs of the Company that it considers sufficient and reasonable for purposes of entering into this Agreement, except that the Consenting Creditor has relied upon the Company's express representations, warranties, and covenants in this Agreement; and

(d) it is either (i) a Qualified Institutional Buyer, (ii) an Accredited Investor, (iii) a non-U.S. person under Regulation S under the Securities Act, or (iv) the foreign equivalent of the foregoing clauses (i) or (ii).

Section 7. Termination Events.

7.01. Creditor Group Termination Events. Each of (i) the Required Consenting LINN Lenders and (ii) the Required Consenting LINN Noteholders (each, a "Terminating Creditor Group") may terminate this Agreement (solely in respect of its respective Debt Instrument) if, upon the occurrence and continuation of any of the following events (each, a "Creditor Group Termination Event"), upon written notice of such Creditor Group Termination Event delivered in accordance with Section 13.09 hereof to the LINN Debtors, and (x) such Creditor Termination Event remains uncured for a period of five (5) business days following the Required Consenting

Creditors' service of such notice, and (y) such Required Consenting Creditors have not waived such Creditor Group Termination Event on or before the expiration of the cure period:

(a) a breach by the LINN Debtors of any of the obligations, representations, warranties, or covenants of the LINN Debtors set forth in this Agreement in any respect that materially and adversely affects the Consenting Creditors' interests in connection with the Restructuring, the Plan, or this Agreement;

(b) the failure to satisfy any Milestone (as such Milestones may have been extended as set forth in Section 5.03(a) hereof);

(c) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling or order enjoining the consummation of the Restructuring in a way that cannot be reasonably remedied by the Company in a manner that is reasonably satisfactory to the Required Consenting Creditors;

(d) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order preventing the consummation of a material portion of the Restructuring;

(e) the Final Cash Collateral Order is terminated with respect to the LINN Debtors or there is an acceleration of obligations under, or refinancing of, the Cash Collateral Orders with respect to the LINN Debtors;

(f) any of the LINN Debtors amends or modifies, or files a pleading seeking authority to approve, amend, or modify, the Definitive Documents in a manner that is materially inconsistent with this Agreement;

(g) any of the Definitive Documents (including any amendment or modification thereof) is filed with the Bankruptcy Court, otherwise finalized, or has become effective, containing terms and conditions inconsistent with this Agreement or otherwise not on terms acceptable to the Consenting Creditors to the extent required pursuant to such Consenting Creditors' consent or approval rights hereunder;

(h) any of the LINN Debtors files or announces that it will file or joins in or supports any Alternative Transaction or plan of reorganization other than the Plan, or files any motion or application seeking authority to sell any material assets without the consent of the Required Consenting Creditors (which consent may be given by counsel to the Required Consenting Creditors by electronic mail);

(i) any of the LINN Debtors files any motion seeking entry of a Cash Collateral Order or authorization for the entry into postpetition financing without the consent of the Required Consenting Creditors;

(j) any of the LINN Debtors files a motion, application, or adversary proceeding (or supports any such motion, application, or adversary proceeding filed or commenced by any third party) (A) challenging the validity, enforceability, perfection, or

priority of, or seeking avoidance or subordination of, the Lenders' claims under the LINN Credit Agreement or the liens securing such claims, or (B) asserting any other cause of action against and/or with respect or relating to such claims or the prepetition liens securing such claims, or (C) asserting that the amount of the LINN Notes Claims is materially different than in the Restructuring Term Sheet;

(k) any board, officer, or manager (or party with authority to act) of the LINN Debtors takes any action in furtherance of the rights available to it (or them) that is materially inconsistent with this Agreement;

(l) any LINN Debtor terminates its obligations under and in accordance with Section 8 of this Agreement;

(m) the termination by another Terminating Creditor Group upon the occurrence of a Creditor Group Termination Event;

(n) the Effective Date shall not have occurred on or before the Outside Date;

(o) the Bankruptcy Court enters an order with respect to any LINN Debtor (x) directing the appointment of an examiner with expanded powers pursuant to section 1104 of the Bankruptcy Code or a trustee in any of the Chapter 11 Cases to operate the Company's businesses pursuant to section 1104 of the Bankruptcy Code, (y) converting any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (z) dismissing any of the Chapter 11 Cases; or

(p) the Backstop Commitment Letter shall have been terminated (except as contemplated thereby in connection with the entry into the Backstop Commitment Agreement).

7.02. Company Termination Events. Except as otherwise set forth in this Section 7.02, the LINN Debtors may terminate this Agreement if, upon the occurrence of any of the following events (each, a "Company Termination Event"), the LINN Debtors provide the Consenting Creditors written notice of such Company Termination Event delivered in accordance with Section 13.09 hereof, and (x) such Company Termination Event remains uncured for a period of five (5) business days following the Company's service of such notice, and (y) the Company has not waived such Company Termination Event on or before the expiration of the cure period:

(a) a breach by any Consenting Creditor of any of the obligations, representations, warranties, or covenants of such Consenting Creditor set forth in this Agreement in any respect that materially and adversely affects the LINN Debtors' interests in connection with the Restructuring, the Plan, or this Agreement (provided, that such termination by the LINN Debtors shall only be effective as to such breaching Consenting Creditor);

(b) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order preventing the consummation of a material portion of the Restructuring;

(c) following the LINN Debtors determining that proceeding with the transactions contemplated by this Agreement would be inconsistent with the continued exercise of fiduciary duties as described in Section 8 hereof; provided, that, notwithstanding any provision in this Agreement to the contrary, upon such determination, the LINN Debtors shall be entitled, but not required, to terminate this Agreement immediately upon written notice to the Consenting Creditors delivered in accordance with Section 13.09 hereof;

(d) any Consenting Creditor or its affiliates files any motion or pleading with the Bankruptcy Court that is not consistent with this Agreement, the Restructuring Term Sheet, the Plan, or the Restructuring Agreement (provided, that (i) with respect to any such filing by a Consenting Creditor that is not a member of the Ad Hoc Group of Unsecured Noteholders and/or the Ad Hoc Group of Second Lien Noteholders, as applicable, such termination by the LINN Debtors shall only be effective as to such breaching Consenting Creditor and (ii) the filing of a motion or pleading by a Consenting Creditor that is permitted under Section 5.02 hereof shall not give rise to a Company Termination Event);

(e) if any of the Definitive Documents (including any amendment or modification thereof) is filed with the Bankruptcy Court, otherwise finalized, or has become effective, shall contain terms and conditions inconsistent with this Agreement or otherwise not on terms acceptable to the LINN Debtors to the extent required pursuant to the LINN Debtors' consent or approval rights hereunder; or

(f) the Effective Date shall not have occurred on or before the Outside Date;

Notwithstanding any provision in this Agreement to the contrary, no Party shall terminate this Agreement if such Party is in material breach of any provision hereof; provided, however, that the LINN Debtors may terminate this Agreement under Section 7.02(c) hereof notwithstanding any existing breach by the Company.

7.03. Individual Termination Events. Any Consenting Creditor shall have the right to terminate this Agreement, as to itself only, if, upon the occurrence of any of the following events (each, an "Individual Termination Event"), such Consenting Creditor provides the LINN Debtors and the Consenting Creditors written notice of such Individual Termination Event delivered in accordance with Section 13.09 hereof, and (x) such Individual Termination Event remains uncured for a period of five (5) business days following the individual Consenting Creditor's service of such notice, and (y) such individual Consenting Creditor has not waived such Individual Termination Event on or before the expiration of the cure period:

(a) the Effective Date shall not have occurred before May 1, 2017; or

(b) this Agreement or any Definitive Document or amendment or supplement thereto is amended or modified in a manner that materially and adversely affects the treatment of such Consenting Creditor relative to similarly situated holders of a Debt Instrument without the prior written consent of such Consenting Creditor so affected; provided, that such Consenting Creditor has sent notice of such Individual Termination

Event pursuant to this Agreement within five (5) business days of its notice of such amendment or modification.

7.04. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among the Company and the Required Consenting Creditors.

7.05. Effect of Termination. Upon termination of this Agreement under Sections 7.01, 7.02, 7.03, or 7.04 hereof, (a) with respect to the applicable Party or Parties, this Agreement shall be of no further force and effect and each Party shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring or otherwise, that it would have been entitled to take had it not entered into this Agreement, and (b) any and all consents tendered by the Consenting Creditors prior to such termination shall be deemed, for all purposes, to be null and void *ab initio*, shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring, the Plan, and this Agreement or otherwise and such consents may be changed or resubmitted; provided, however, that if the approval of the Bankruptcy Court shall be required under applicable law in order for such Consenting Creditor to change or resubmit such consent, then the Consenting Creditor shall be obligated to obtain such consent prior to the termination, change, or resubmission of the consent under this Section 7.05.

Section 8. Fiduciary Duties.

Notwithstanding anything to the contrary herein, nothing in this Agreement shall require the Company, or any directors, officers, or employees of the Company (including but not limited to the authorized representatives of LAC and managing member of Berry) (in such person's capacity as a director, officer, or employee) to take any action, or to refrain from taking any action, to the extent that taking such action or refraining from taking such action may be inconsistent with its or their fiduciary obligations under applicable law, and any such exercise of such fiduciary duties shall not be deemed to constitute a breach of the terms of this Agreement; provided, however, that the effect of any such action (and to the extent the Company does not terminate this Agreement in accordance with this Section 8 and Section 7.02(c) hereof), to the extent not consistent in all material respects with this Agreement, shall provide that the Consenting Creditors may take actions in accordance with Section 7.01 to terminate this Agreement. The Company, in its sole discretion, may (but shall not be required to) terminate this Agreement in accordance with Section 7.02(c) hereof, and specific performance shall not be available as a remedy if this Agreement is terminated in accordance with this Section 8 and Section 7.02(c) hereof.

Section 9. Remedies.

The Parties agree that any breach of this Agreement would give rise to irreparable damage for which monetary damages would not be an adequate remedy. Except as set forth in Section 7.02(d), with respect to which there shall be no recourse, each of the Consenting Creditors, on the one hand, and the Company, on the other hand, accordingly agrees that the Consenting Creditors and the Company, as the case may be, will be entitled to enforce the terms

of this Agreement by decree of specific performance without the necessity of proving the inadequacy of monetary damages as a remedy and to obtain injunctive relief against any breach of threatened breach. The Parties agree that such relief will be their only remedy against the applicable breaching Party or Parties with respect to any such breach, and that in no event will any Party be liable for monetary damages under or in connection with this Agreement.

Section 10. Amendments.

Except as otherwise provided herein, this Agreement (including any exhibits and schedules) may not be modified, amended, or supplemented without a prior written agreement signed by each of the LINN Debtors and the Required Consenting Creditors; provided, however, that the prior written consent of all Parties shall be required to modify, amend or supplement (a) any of Sections 2, 4, or 10 hereof or (b) the definition of "Required Consenting LINN Lenders," "Required Consenting LINN Noteholders" or "Required Consenting Creditors" herein.

Section 11. No Solicitation.

Notwithstanding anything to the contrary herein, this Agreement is not and shall not be deemed to be (a) a solicitation of consents to the Plan or any chapter 11 plan or (b) an offer for the issuance, purchase, sale, exchange, hypothecation, or other transfer of securities or a solicitation of an offer to purchase or otherwise acquire securities for purposes of the Securities Act and the Securities Exchange Act of 1934, as amended. The acceptance of any party will not be solicited until such party has received the Disclosure Statement and related ballot, as approved by the Bankruptcy Court.

Section 12. Disclosure.

The Company shall use commercially reasonable efforts to submit drafts to counsel for the Consenting Creditors of any press releases and public documents that constitute the disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement prior to such disclosure. The Parties may disclose the existence of, or the terms of, this Agreement or any other material term of the transaction contemplated herein without the express written consent of the other Parties; provided, however, that no Party or its advisors shall disclose to any person or entity (including, for the avoidance of doubt, any other Party), other than advisors to the LINN Debtors, the principal amount or percentage of any loans, notes or claims held by any of the Consenting Creditors, in each case, without such Consenting Creditor's prior written consent.

Section 13. Miscellaneous.

13.01. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, from time to time, to effectuate the Restructuring in a manner materially consistent with the terms set forth in this Agreement.

13.02. Fees and Expenses. In accordance with and subject to the Approval Order, the LINN Debtors will pay the reasonably incurred and documented out-of-pocket fees and expenses

of all of the attorneys, accountants, other professionals, advisors, and consultants incurred on behalf of the Ad Hoc Group of Unsecured Noteholders and the Ad Hoc Group of Second Lien Noteholders, whether incurred directly by the relevant Noteholders or on their behalf through the indenture trustees under the LINN Notes Indentures, including, (i) in respect of the Ad Hoc Group of Unsecured Noteholders, the fees and expenses of Milbank, Tweed, Hadley & M^{c}Cloy LLP, PJT Partners Inc. and one local counsel, and (ii) in respect of the Ad Hoc Group of Second Lien Noteholders, the fees and expenses of O'Melveny & Myers LLP, Porter Hedges LLP, Intrepid Financial Partners, L.L.C., and W.D. Von Gonten & Co. (such payment obligations, the "Expense Reimbursement"). Unless otherwise ordered by the Bankruptcy Court, no recipient of any payment hereunder shall be required to file with respect thereto any interim or final fee application with the Bankruptcy Court. With respect to any professional identified in clause (i) or (ii) of this paragraph, the Expense Reimbursement accrued through the date on which the Approval Order is entered shall be paid as promptly as reasonably as practicable after such date, and the Indenture Trustee Expenses of additional professionals shall be paid as set forth in the Restructuring Term Sheet on or prior to the Effective Date. Thereafter, the Expense Reimbursement shall be payable by the LINN Debtors on a monthly basis. If this Agreement or the Backstop Commitment Agreement is terminated for any reason (other than in connection with an Individual Termination Event), the LINN Debtors will no longer be obligated to pay the Expense Reimbursement in respect of any fees incurred after the date of such termination.

13.03. Complete Agreement. This Agreement and the exhibits hereto represent the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, between the Parties with respect thereto. No claim of waiver, modification, consent, or acquiescence with respect to any provision of this Agreement shall be made against any Party, except on the basis of a written instrument executed by or on behalf of the applicable Parties (which Parties, for the avoidance of doubt, must include the Company); provided, however, that, for the avoidance of doubt, the terms of any Definitive Document shall control with respect to the subject matter of such Definitive Document.

13.04. Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties. No rights or obligations of any Party under this Agreement may be assigned or transferred to any other person or entity except as provided in Section 5.04 hereof. Nothing in this Agreement, express or implied, shall give to any person or entity, other than the Parties, any benefit or any legal or equitable right, remedy, or claim under this Agreement. For the avoidance of doubt, this Agreement amends and supersedes that certain Restructuring Support Agreement, dated as of May 10, 2016, by and among LinnCo, LLC, LINN Energy, LLC, on behalf of itself and its direct and indirect subsidiaries other than Berry and LAC, Berry, LAC, and the lenders parties thereto (as amended, restated, or supplemented from time to time, the "First RSA"), only with respect to the Restructuring of the LINN Debtors, and this Agreement shall have no effect on the First RSA with respect to the restructuring and treatment of LAC and Berry.

13.05. Headings. The headings of all Sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

13.06. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM; WAIVER OF TRIAL BY JURY. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement in the Bankruptcy Court, and solely in connection with claims arising under this Agreement (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court, (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court, and (c) waives any objection that the Bankruptcy Court are an inconvenient forum or do not have jurisdiction over any Party hereto. Each Party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

13.07. Execution of Agreement. This Agreement may be executed and delivered (by facsimile, electronic mail, or otherwise) in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement.

13.08. Interpretation. This Agreement is the product of negotiations between the Parties, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof.

13.09. Additional Parties. Without in any way limiting the provisions hereof, additional Lenders, LINN Unsecured Noteholders, and LINN Second Lien Noteholders may elect to become Parties by executing and delivering to the other Parties a counterpart hereof. Such additional Parties shall become a Consenting Creditor under this Agreement in accordance with the terms of this Agreement.

13.10. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, administrators, and representatives, other than a trustee or similar representative appointed in a bankruptcy case.

13.11. Notices. All notices hereunder shall be deemed given if in writing and delivered, if sent by electronic mail, courier, or registered or certified mail (return receipt requested) to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to the Company, to:

Linn Energy, LLC
JPMorgan Chase Tower
600 Travis, Suite 5100
Houston, Texas 77002
Attn: Candice Wells
E-mail address: cwells@linnenergy.com

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022,
Attn: Paul Basta, P.C.
Stephen E. Hessler, P.C.
Brian Lennon, Esq.
E-mail address: paul.basta@kirkland.com;
stephen.hessler@kirkland.com;
brian.lennon@kirkland.com

–and–

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attn: Alexandra Schwarzman, Esq.
E-mail address: Alexandra.schwarzman@kirkland.com

(b) if to a Consenting LINN Lender or a Transferee thereof, to the address set forth below following the Consenting Creditor's signature (or as directed by any Transferee thereof), as the case may be, with copies (which shall not constitute notice) to each of:

Wells Fargo Bank, N.A.
1000 Louisiana Street, 9th Floor
Houston, Texas 77002
Attention: Patrick Fults
E-mail address: patrick.j.fults@wellsfargo.com

–and–

Baker & McKenzie LLP
452 Fifth Avenue
New York, NY 10018
Attn: James Donnell
E-mail address: james.donnell@bakermckenzie.com

–and–

Baker & McKenzie LLP
300 East Randolph Street
Chicago, IL 60601
Attn: Garry Jaunal
E-mail address: garry.jaunal@bakermckenzie.com

(c) if to a Consenting LINN Noteholder or a Transferee thereof, to the address set forth below following the Consenting LINN Noteholder's signature (or as directed by any Transferee thereof), as the case may be, with copies (which shall not constitute notice) to each of:

O'Melveny & Myers LLP
7 Times Square
New York, NY 10036
Attn: John Rapisardi, Esq.
Joseph Zujkowski, Esq.
Email address: jrapisardi@omm.com
jzujkowski.com
–and–

Milbank, Tweed, Hadley & M^{c}Cloy LLP
28 Liberty Street
New York, New York 10005
Attn: Brian Kelly, Esq.
Michael W. Price, Esq.
E-mail address: bkelly@milbank.com
mprice@milbank.com

13.12. Waiver. If the Restructuring is not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Rule 408 of the Federal Rules of Evidence and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms.

13.13. Several, Not Joint, Obligations. The agreements, representations, and obligations of the Parties under this Agreement are, in all respects, several and not joint. It is understood and agreed that any Consenting Creditor may trade in the Claims or other debt or equity securities of the Company without the consent of the Company or any other Consenting Creditor, subject to applicable laws, if any, Section 5.04 hereof, and the Debt Instruments (as may be applicable). No Consenting Creditor shall have any responsibility for any such trading by any other entity by virtue of this Agreement.

13.14. Representation by Counsel. Each Party acknowledges that is has had the opportunity to be represented by counsel in connection with this Agreement and the transactions contemplated hereunder. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.

13.15. No Third-Party Beneficiaries. Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties, and no other person or entity shall be a third-party beneficiary hereof.

13.16. Settlement Discussions. This Agreement is part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties hereto. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, all negotiations relating to this Agreement shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Agreement.

13.17. Consideration. The Parties hereby acknowledge that no consideration, other than that specifically described herein, shall be due or paid to any Party for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement.

13.18. Binding Nature. The Parties hereto acknowledge that the Company has agreed with certain Lenders that certain units, divisions or affiliates of these Lenders engaged in the buying, holding or trading of claims will not be required to vote such trading claims or restrict their trading activities with respect to such claims (except to the extent such units or divisions buy from a party already bound by the RSA) and that Lenders signing only in the name of a specified unit or division or such Lender will bind only that unit or division and any claims managed by that unit or division as may be noted on the signature page of such Lender.

[SIGNATURE PAGES FOLLOW]

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

LINN ENERGY, LLC, on behalf of itself and the LINN Debtors (as defined in the Agreement)

By: _____

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

Exhibit A

Restructuring Term Sheet

LINN ENERGY, LLC

RESTRUCTURING TERM SHEET

October 21, 2016

This term sheet (the "Restructuring Term Sheet") sets forth the principal terms of a financial restructuring (the "Restructuring") of the existing debt and other obligations of Linn Energy, LLC ("LINN") and its direct and indirect subsidiaries (collectively, excluding Linn Acquisition Company, LLC ("LAC") and Berry Petroleum Company, LLC ("Berry"), the "Company").[1] Subject in all respects to the terms of the restructuring support agreement to which this Restructuring Term Sheet is attached (the "Restructuring Support Agreement"), the Restructuring will be consummated through jointly administered cases under chapter 11 (the "Chapter 11 Cases") of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Texas, Victoria Division. This Restructuring Term Sheet has the support of the Consenting Creditors, as defined and set forth in the Restructuring Support Agreement. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Restructuring Support Agreement.

THIS RESTRUCTURING TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY PLAN OF REORGANIZATION, IT BEING UNDERSTOOD THAT SUCH A SOLICITATION, IF ANY, ONLY WILL BE MADE IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY, AND/OR OTHER APPLICABLE LAWS.

THE TRANSACTIONS DESCRIBED HEREIN WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS.

PREPETITION FUNDED INDEBTEDNESS		
Credit Agreement		"Credit Agreement" shall mean that certain Sixth Amended and Restated Credit Agreement, dated as of April 24, 2013, among LINN, as Borrower, Wells Fargo Bank, N.A. as Administrative Agent (in its capacity as such, the "Credit Agreement Agent"), and the Lenders and agents party thereto (as amended from time to time prior to the date hereof).

[1] From and after the Effective Date, the term "Company" shall be deemed to include Newco but not LINN.

		"Credit Agreement Lender Claims" shall mean Claims (inclusive of any unsecured deficiency Claim) arising under the Credit Agreement.
Second Lien Notes		"Second Lien Notes" shall mean the 12.0% second lien notes issued pursuant to that certain Indenture, dated as of November 13, 2015, among LINN and LINN Energy Finance Corp., as Issuers, Delaware Trust Company, as successor trustee and collateral trustee under the LINN Second Lien Notes Indenture and collateral agreement (in its capacity as such, the "Second Lien Notes Indenture Trustee"), and the guarantors party thereto (as amended from time to time prior to the date hereof). "Second Lien Notes Claims" shall mean Claims arising under the Second Lien Notes (as may be augmented under the Plan, the Second Lien Settlement, or otherwise). "Second Lien Settlement" shall mean that certain settlement, dated as of April 4, 2016, by and among (i) LINN, (ii) Delaware Trust Company, as successor trustee and collateral trustee under the Second Lien Notes Indenture and collateral agreement, and (iii) the holders of at least 66 2/3% of Second Lien Notes. "Amended Second Lien Settlement" shall mean the implementation of the "Alternative Settlement" set forth in Second Lien Settlement, through the Plan.
Unsecured Notes		"Unsecured Notes" shall mean, collectively, (i) the 6.25% notes issued pursuant to that certain Indenture, dated as of March 2, 2012, among LINN and LINN Energy Finance Corp., as Issuers, U.S. Bank, N.A., as Trustee (in its capacity as such, the "Unsecured Notes Indenture Trustee"), and the guarantors party thereto (as amended from time to time prior to the date hereof); (ii) the 6.50% notes due 2019 issued pursuant to that certain First Supplemental Indenture, dated as of September 9, 2014, among LINN and LINN Energy Finance Corp., as Issuers, the Unsecured Notes Indenture Trustee, and the guarantors party thereto (as amended from time to time prior to the date hereof); (iii) the 6.50% due 2021 notes issued pursuant to that certain First Supplemental Indenture, dated as of September 9, 2014, among LINN and LINN Energy Finance Corp., as Issuers, the Unsecured Notes Indenture Trustee, and the guarantors party thereto (as amended from time to time prior to the date hereof); (iv) the 7.75% notes

		issued pursuant to that certain Indenture, dated as of September 13, 2010, among LINN and LINN Energy Finance Corp., as Issuers, the Unsecured Notes Indenture Trustee, and the guarantors party thereto (as amended from time to time prior to the date hereof); and (v) the 8.625% notes issued pursuant to that certain First Supplemental Indenture, dated as of July 2, 2010, among LINN and LINN Energy Finance Corp., as Issuers, the Unsecured Notes Indenture Trustee, and the guarantors party thereto (as amended from time to time prior to the date hereof). "Unsecured Notes Claims" shall mean Claims arising under the Unsecured Notes.
Other Secured Debt Obligations		Prepetition debt obligations that were permitted by the Credit Agreement pursuant to Section 9.02 clause (e) and secured by liens permitted pursuant to Section 9.03 clause (c) of the Credit Agreement. "Other Secured Debt Claims" shall mean Claims arising under the Other Secured Debt Obligations.
TREATMENT OF CLAIMS AND INTERESTS		
Treatment of Claims	**Claims**	**Proposed Treatment of Claims**
Administrative and Priority Claims	[●]	Unless otherwise agreed to by the holder of an allowed administrative claim or priority claim, paid in full in cash on the Effective Date or in the ordinary course of business. For the avoidance of doubt, Administrative and Priority Claims include Credit Agreement Lender adequate protection claims.
Other Secured Debt Claims	[●]	Unless otherwise agreed to by the holder of an allowed other secured debt claim, at the option of the applicable LINN entity(ies), either (a) payment in full in Cash, (b) delivery of the collateral securing such claim and payment of any interest required under section 506(b) of the Bankruptcy Code, (c) reinstatement of such claim, or (d) other treatment rendering such claim unimpaired.
Lender Claims	$1.939 billion + accrued and unpaid interest and expenses	Pursuant to the Plan, the Credit Agreement Lender Claims will be treated as Allowed Secured Claims, in each case, not subject to off-set, avoidance, recharacterization, recoupment, or subordination, in full and final satisfaction

	and other obligations	of the Credit Agreement Lender Claims, on the date of substantial consummation (as defined in section 1101 of the Bankruptcy Code) of the Plan (the "Effective Date"), holders of Credit Agreement Lender Claims will receive their pro rata portion of (a) not less than the sum of (i) $500 million from cash equity contributions at the closing of the take-back debt facility, plus (ii) other amounts from LINN's cash on hand (net of Chapter 11 and transaction expenses) consistent with the Plan and subject to anti-cash hoarding provisions in the take-back debt facility, in cash payable upon execution of definitive documentation, dated on or before the Effective Date, necessary to implement the Plan, including the definitive documentation with respect to the Exit Facility (as defined below), and (b) a take back debt facility substantially on the terms and conditions set forth on Exhibit B to the Restructuring Support Agreement and otherwise reasonably acceptable to the Administrative Agent, the Lenders, the Requisite Commitment Parties (as defined in the Backstop Commitment Term Sheet attached as Exhibit 1 hereto (the "Backstop Commitment Term Sheet")) and the Company (the "Exit Facility"). The Plan shall resolve all prepetition preference claims and other claims pursuant to a Bankruptcy Rule 9019 Settlement that the Credit Agreement Lender Claims are fully allowed as secured claims.
Second Lien Notes Claims	$2.0 billion + accrued and unpaid interest (treated as unsecured)	Pursuant to the Plan, the Second Lien Notes Claims will be treated as Funded Debt Claims, and in full and final satisfaction of the Second Lien Notes Claims, on the Effective Date the holders of the Second Lien Notes Claims will receive their pro rata share (based on the amount of their Allowed Second Lien Notes Claim as a percentage of the total Allowed Funded Debt Claims (as defined below)) of (a) the Funded Debt Equity Distribution (as defined below) and (b) rights to participate in the Funded Debt Rights Offering. In addition, each holder of a Second Lien Notes Claim that votes in favor of the Plan shall receive its pro rata share (based upon all Second Lien Notes Claims) of $30 million in cash. The Second Lien Notes Indenture Trustee shall receive Cash in an amount equal to its Indenture Trustee Expenses.[2]

[2] "Indenture Trustee Expenses" shall mean the reasonable and documented fees and out-of-pocket costs and expenses incurred prior to or after the Petition Date by the Second Lien Notes Indenture Trustee and the Unsecured

		"Funded Debt Equity Distribution" shall mean 100% of the shares of New Common Stock to be issued as distributions under the Plan (excluding shares issued to Allowed General Unsecured Claims), subject to dilution by the Employee Incentive Plan (as defined below), and the Funded Debt Rights Offering, which shares shall be allocated pro rata among the holders of Allowed Second Lien Notes Claims, Allowed Unsecured Notes Claims and Allowed General Unsecured Claims (collectively, the "Allowed Unsecured Claims"), to each holder based on the amount of its Allowed Unsecured Claim as a percentage of the aggregate amount of all Allowed Unsecured Claims. "Funded Debt Claims" shall mean, collectively, the Second Lien Notes Claims and the Unsecured Notes Claims.
Unsecured Notes Claims	$3.023 billion + accrued and unpaid interest	Pursuant to the Plan, the Unsecured Notes Claims will be treated as Funded Debt Claims, and in full and final satisfaction of the Unsecured Notes Claims, on the Effective Date the holders of Unsecured Notes Claims will receive their pro rata share (based on the amount of their Allowed Unsecured Notes Claim as a percentage of the total Allowed Funded Debt Claims) of (a) the Funded Debt Equity Distribution and (b) rights to participate in the Funded Debt Rights Offering. The Unsecured Notes Indenture Trustee shall receive Cash in an amount equal to its Indenture Trustee Expenses.
General Unsecured Claims[3]	[●]	Pursuant to the Plan, in full and final satisfaction of the General Unsecured Claims, on the Effective Date, the holders of General Unsecured Claims will receive their pro rata share (based on the amount of their Allowed General Unsecured Claim as a percentage of the total Allowed General Unsecured Claims) of (a) [●]% of the shares of New Common Stock to be issued as distributions under the Plan[4] and (b) rights to purchase, at the Rights Offering Purchase Price (as defined below), a number of shares of New Common Stock equal to the Rights Offering Percentage (as defined below) of their Allowed General Unsecured Claims. Such shares of New Common Stock

Notes Indenture Trustee that are required to be paid under the applicable LINN Notes Indentures, including, without limitation, reasonable and documented legal fees and expenses incurred in connection with the Chapter 11 Cases.

[3] "General Unsecured Claims" consist of all unsecured claims of the applicable Linn Debtor, as of the Petition Date, that are not Funded Debt Claims and do not include, for the avoidance of doubt, any claims under section 510(b) of the Bankruptcy Code or claims that may be asserted relating to any equity interests.

[4] To be based on their *pro rata* entitlements relative to the Funded Debt Claims.

		shall be in addition to the $530 million in Rights Offering Shares to be purchased pursuant to the Funded Debt Rights Offering and the Backstop Commitment Agreement. Notwithstanding the foregoing, each holder of General Unsecured Claims with an aggregate Allowed General Unsecured Claim of less than $[●] shall have the right to elect to receive, in lieu of the shares and rights described in the immediately preceding sentence, cash in an amount equal to [●]% of such Allowed General Unsecured Claim, in full and final satisfaction thereof.[5] "Rights Offer Purchase Price" shall mean the per share price at which New Common Stock is offered in the Funded Debt Rights Offering. "Rights Offering Percentage" means the product, expressed as a percentage, of a party's Allowed General Unsecured Claim multiplied by the quotient of (x) $530,000,000, divided by (y) the aggregate amount of all Allowed Second Lien Notes Claims plus all Allowed Unsecured Notes Claims.
Intercompany Claims	N/A	On the Effective Date, all intercompany claims between LINN entities shall be, at the discretion of the Company and on terms acceptable to the Required Consenting Creditors, either: (a) reinstated, (b) converted to equity, or (c) cancelled, and may be compromised, extinguished, or settled after the Effective Date; provided, that no distributions shall be made on account of any such intercompany claims on the Effective Date. Any intercompany claim between a LINN entity, on the one hand, and Berry entity, on the other, shall be settled pursuant to an intra-company settlement between the LINN entities and LAC and Berry or otherwise disposed of, in each case, on terms acceptable to the Required Consenting Creditors.[6]
Existing Common Stock and any Section 510(b) Claims against LINN	N/A	On the Effective Date of the Plan, Section 510(b) Claims against and existing interests in LINN will be cancelled, released, discharged, and extinguished, and such claims and interests will not be entitled to any distribution.

[5] Treatment of General Unsecured Claims is pending our understanding of the claims pool.

[6] Debtors to provide additional detail on these claims and proposed settlement terms.

RESTRUCTURING PROPOSAL		
Terms		**Consideration**
Newco; Corporate Structure		The Plan will be structured in consultation between the Company and the Required Consenting LINN Noteholders in a manner acceptable to the Required Consenting LINN Noteholders, taking into account, among other things, the tax consequences of the Restructuring, and shall be reasonably satisfactory in all material respects to the Administrative Agent and the Consenting Lenders, and shall have been confirmed and entered by the Bankruptcy Court. The Plan may provide for the formation of one or more new entities (collectively, "Newco"). Common stock or partnership interests may be distributed under the Plan to holders of Claims against the Company (collectively, the "New Common Stock"). The New Common Stock may constitute stock or partnership interests in Newco. Pursuant to the Plan, all of the assets of LINN (other than LAC and Berry) will be directly or indirectly held by Newco or an entity of the reorganized Company; provided, however, the allocation of assets shall be structured such that Newco shall be able to rely on an exclusion or exemption from the definition of "investment company" under the Investment Company Act of 1940, as amended (the "Investment Company Act"), other than sections 3(c)(1) or 3(c)(7) thereunder.[7] The Company will effectuate the Restructuring by means of any mergers, amalgamations, consolidations, arrangements, agreements, continuances, restructurings, transfers, conversions, dispositions, liquidations, dissolutions, or other corporate transactions that it reasonably determines are advisable or necessary to effectuate the Restructuring (as set forth in the Plan). If the New Common Stock is composed of both partnership units in a partnership and common stock in a corporate entity (including LinnCo), an "Up-C" structure may be utilized.
Conditions Precedent to		The occurrence of the Effective Date shall be subject to the satisfaction of certain conditions precedent, including,

[7] This is intended to leave open the possibility of a tiered partnership/Up-C structure, to the extent parties determine that will maximize the value of the reorganized Company.

Emergence		without limitation, the following: • Entry of an order of the Bankruptcy Court confirming the Plan, and entry of an order by the Bankruptcy Court approving the Disclosure Statement; • The Amended Second Lien Settlement shall have been approved pursuant to the Plan; • The Backstop Commitment Agreement (as defined below) shall have been entered, and shall not have been terminated and remains in full force and effect (with all conditions precedent thereto having been satisfied or waived); and • All requisite governmental authorities and third parties shall have approved or consented to the Restructuring, to the extent required.
Funded Debt Rights Offering		The LINN Plan will be funded with $530 million fully-committed rights offerings of New Common Stock at a 20% discount to Plan Value (as defined below) to holders of Funded Debt Claims, which is backstopped by certain unsecured and second lien creditors substantially on the terms set forth in the Backstop Commitment Term Sheet (together, the "Funded Debt Rights Offering"). "Plan Value" shall mean the equity value of the reorganized Company (after including cash on hand of the reorganized Company in excess of $50,000,000) pro forma for the restructured capital structure, including after giving effect to the Funded Debt Rights Offering and any other rights offering participation by holders of General Unsecured Claims (assuming such participation results in the receipt of $[●] million of additional proceeds to the Company), based on an enterprise value of $2.35 billion (which enterprise value excludes cash on hand of the reorganized Company in excess of $50,000,000.
Cancellation of Notes, Instruments, Certificates, and Other Documents		On the Effective Date, except to the extent otherwise provided under the Plan, all notes, instruments, certificates, and other documents evidencing claims against or interests in the Company shall be cancelled and the obligations of the Company related thereto shall be discharged.
Issuance of New Securities;		On the Effective Date or as soon as reasonably practicable thereafter, Newco and/or the reorganized Company (as

Execution of Plan Documents		applicable) shall issue all securities, notes, instruments, warrants, certificates, and other documents required to be issued pursuant to the Plan. It is the intent of the parties that any "securities" as defined in section 2(a)(1) of the Securities Act of 1933 issued under the Plan, except with respect to any entity that is an underwriter, shall be exempt from registration under U.S. state and federal securities laws pursuant to section 1145 of the Bankruptcy Code (other than securities issued to the Commitment Parties (as defined in the Backstop Commitment Term Sheet) pursuant to the Backstop Commitments (as defined below)) and Newco and/or the reorganized Company (as applicable) will use commercially reasonable efforts to utilize (i) section 1145 of the Bankruptcy Code, or to the extent that such exemption is unavailable, (ii) any other available exemptions from registration, as applicable.
Registration Rights		Except as set forth below, each Commitment Party (including their affiliates who hold New Common Stock) and each other Noteholder that receives [10]% or more of the shares of New Common Stock issued under the Plan and/or the Funded Debt Rights Offering or cannot sell its shares under Rule 144 under the Securities Act without volume or manner of sale restrictions) shall be entitled to customary registration rights with respect to such New Common Stock, pursuant to a registration rights agreement to be entered into by Newco, as of the Effective Date, with such Commitment Parties (the "Registration Rights Agreement"). The Registration Rights Agreement shall be in substantially the form to be filed with the Plan Supplement, provided that such form is in form and substance reasonably acceptable to the Company and the Requisite Commitment Parties. [In the event the New Common Stock constitutes stock or partnership interests in more than one entity in connection with an "Up-C" structure, only the stock of the corporate entity in such structure shall be subject to the Registration Rights Agreement.][8]
Newco Public Company Status		Except as set forth below, prior to entry of the order approving the Disclosure Statement, the Required Consenting LINN Noteholders, in their absolute discretion, shall have made a determination as to whether Newco or one of the entities of the reorganized Company (as

[8]Subject to determination of corporate structure.

		applicable) should be a reporting company under Section 12 of the Exchange Act upon or as promptly as practicable following the Effective Date; provided, that in any case, from and after the Effective Date Newco shall be required to provide to its shareholders such annual, quarterly, and current reporting as would be required if it were a public reporting company, and Newco or one of the entities of the reorganized Company will provide, via separate agreement or in its organizational documents, to reflect the same. If so elected by the Required Consenting LINN Noteholders, Newco, or one of the entities of the reorganized Company (as applicable) shall use reasonable best efforts to be listed on The NASDAQ Stock Market or The New York Stock Exchange as promptly as practicable after emergence. [In the event the New Common Stock constitutes stock or partnership interests in more than one entity in connection with an "Up-C" structure, the corporate entity in such structure shall be the only entity to which this section applies.][9]
Employee Incentive Plan		The Plan will provide for the establishment of a employee equity incentive plan on the terms and conditions set forth as Exhibit 2 hereto.
Executory Contracts/ Unexpired Leases		The Plan will provide that the executory contracts and unexpired leases that are not assumed or rejected as of the Effective Date pursuant to the Plan or a separate motion will be deemed assumed; provided, that after the Agreement Effective Date, the Company shall not assume or reject any contract or lease, or enter into any material contractual obligations or any material settlements without the prior written consent of the Required Consenting Creditors (which consent shall not be unreasonably withheld); provided, further, that following request for consent by the Company, if the consent of the Required Consenting Creditors is not obtained or declined within five (5) business days following written request thereof by the Company, such consent shall be deemed to have been granted by the Required Consenting Creditors.
Board		The initial board of directors of Newco and/or the reorganized Company (as applicable) shall consist of seven

[9] Subject to determination of corporate structure.

Composition		(7) directors, who shall include: (a) the chief executive officer of the Company; (b) one (1) director selected by the Company; and five (5) directors selected by a selection committee (the "Selection Committee"). The Selection Committee shall consist of the chief executive officer of the Company and the Consenting LINN Noteholders that are the five (5) largest holders of LINN Notes Claims (as calculated pursuant to Section 4 of the Restructuring Support Agreement).
RELEASES AND EXCULPATION		
Released Parties		"Released Party" means, collectively, in each case solely in their capacity as such: (a) the Debtors and Newco; (b) the Credit Agreement Lenders in all of their respective capacities under the Credit Agreement, as applicable, who are parties to the definitive documents with respect to the Exit Facility; (c) the Credit Agreement Agent; (d) the Consenting LINN Noteholders; (e) the Second Lien Notes Indenture Trustee; (f) the Unsecured Notes Indenture Trustee; (g) the Commitment Parties; and (h) with respect to each of the foregoing identified in subsections (a) through (h) herein, each of such entities' respective shareholders, affiliates, subsidiaries, current and former officers, current and former directors, employees, managers, agents, attorneys, investment bankers, professionals, advisors, and representatives, each in their capacities as such.
Releasing Parties		"Releasing Parties" means, collectively: (a) each of the Debtors and Newco; (b) the Credit Agreement Lenders; (c) the Credit Agreement Agent; (d) the Consenting LINN Noteholders; (e) the Second Lien Notes Indenture Trustee; (f) the Commitment Parties; (g) the Unsecured Notes Indenture Trustee; (h) without limiting the foregoing, each holder of a Claim against or an interest in the Company, in each case other than such a holder that has voted to reject the Plan, is a member of a class that is deemed to reject the Plan, or has voted to accept the Plan or abstains from voting on the Plan and who expressly opts out of the release provided by the Plan; and (i) with respect to each of the foregoing parties under (a) through (h), any successors or assigns thereto.

Company Release		The Plan and Confirmation Order shall provide that effective as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, on and after the Effective Date, each Released Party will be deemed released by the Company, its chapter 11 estates, and Newco from any and all claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Company, its chapter 11 estates and Newco, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Company, its chapter 11 estates, and Newco would have been legally entitled to assert in their own right (whether individually or collectively), or on behalf of the holder of any claim against or interest in the Company or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Company, the Company's restructuring, the Chapter 11 Cases, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of the Company or Newco, the Restructuring Support Agreement, or the Second Lien Settlement, the subject matter of, or the transactions or events giving rise to, any claim against or interest in the Company that is treated in the Plan, the business or contractual arrangements between any Company and any Released Party, the restructuring of claims against and interests in the Company prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the restructuring documents or related agreements, instruments, or other documents (including the Restructuring Support Agreement or the Second Lien Settlement), any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, each solely to the extent as determined by a final order of a court of competent jurisdiction; provided that the foregoing Company Release shall not operate to waive or release any right, claim, or cause of action: (1) in favor of LINN or Newco, as applicable, arising under any contractual obligation owed to such entity not satisfied or discharged under the Plan or (2) as expressly set forth in the Plan or the Plan Supplement.
Third-Party		The Plan and Confirmation Order shall provide that effective as of the Effective Date, the Releasing Parties

Release		(regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, any derivative claims, asserted or assertable on behalf of the Company, its chapter 11 estates, and Newco, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Company, the Company's restructuring, the Chapter 11 Cases, the Restructuring Support Agreement, or the Second Lien Settlement, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of the Company or the Newco, the subject matter of, or the transactions or events giving rise to, any claim against or interest in the Company that is treated in the Plan, the business or contractual arrangements between the Company and any Released Party, the restructuring or any alleged restructuring or reorganization of claims against and interests in the Company prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the restructuring documents, or related agreements, instruments, or other documents (including the Restructuring Support Agreement or the Second Lien Settlement), any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, each solely to the extent determined by a final order of a court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release shall not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.
Exculpation and Injunction		The Plan and Confirmation Order shall provide customary exculpation and injunction provisions for the Released Parties, in each case, in form and substance reasonably

		satisfactory to the Required Consenting Creditors.
Indemnity		The treatment of all of LINN's and LinnCo's indemnification provisions currently in place (whether in the bylaws, certificates of incorporation, certificates of formation, limited liability company agreements, other organizational or formation documents, board resolutions, indemnification agreements, or employment contracts) for current and former directors, officers, employees, managing agents, and attorneys, and such current directors' and officers' respective affiliates, will be assumed by Newco.

Exhibit 1

Backstop Commitment Term Sheet

EXECUTION COPY

LINN ENERGY, LLC

BACKSTOP TERM SHEET

This rights offering backstop term sheet (this "Term Sheet") is not an offer or a solicitation with respect to any securities of Linn Energy, LLC or Newco (as defined in the RSA (as defined below)) or any of the Company's subsidiaries or affiliates. Any such offer or solicitation shall comply with all applicable securities laws and/or provisions of title 11 of the United States Code (as amended, the "Bankruptcy Code"). This Term Sheet is being provided in connection with that certain Restructuring Support Agreement, dated as of October 7, 2016, by and among Linn Energy, LLC, on behalf of itself and its direct and indirect subsidiaries (collectively, excluding Linn Acquisition Company, LLC and Berry Petroleum Company, LLC and their direct and indirect subsidiaries, the "Company"), certain holders of claims pursuant to the Company's Sixth Amended and Restated Credit Agreement dated April 24, 2013, and certain holders of notes issued by the Company (together with the restructuring term sheet and other exhibits attached thereto, the "Restructuring Support Agreement" or "RSA"), and sets forth certain principal terms and conditions of the rights offering and backstop transactions contemplated thereby.

Capitalized terms that are used and not otherwise defined herein shall have the meanings given to them in the Restructuring Support Agreement.

RIGHTS OFFERING	
Term	**Description**
Rights Offering:	This Term Sheet describes (a) the proposed rights offering (the "Unsecured Rights Offering") of a number of shares of common stock (the "Unsecured Rights Offering Shares") in a newly-formed Delaware corporation (the "Issuer") for an aggregate purchase price of $319,004,408 at a price per share to be determined using the Plan Value (as defined in the Restructuring Term Sheet (as defined below)) and applying a 20% discount thereto (the "Per Share Price") and (b) the proposed rights offering (the "Secured Rights Offering" and together with the Unsecured Rights Offering, the "Rights Offerings") of a number of shares of Issuer common stock (the "Secured Rights Offering Shares" and, together with the Unsecured Rights Offering Shares, the "Rights Offering Shares"), for an aggregate purchase price of $210,995,592 at a price per share equal to the Per Share Price. The aggregate number of Rights Offering Shares shall be reasonably acceptable to the Requisite Commitment Parties (as defined below). The Rights Offering will be conducted by the Company on behalf of the Issuer, which will be formed no more than one business day before the Effective Date, and the Plan (as defined below) will provide that the rights and obligations of the Company hereunder will vest in the Issuer on the Effective Date. Notwithstanding anything contained herein, the Requisite Commitment Parties will have the right, at any time prior to the Disclosure Statement hearing, to elect to require that (a) the Issuer be organized as a Delaware limited liability company instead of a Delaware corporation, (b) the Issuer be formed and owned by the Debtors prior to the Effective Date, and/or (c) the Debtors use

	reasonably best efforts to either (i) cause Linn Energy, LLC's registration under Section 12 of the Exchange Act to be terminated on the Effective Date or as promptly as practicable thereafter or (ii) cause the Issuer to be registered under Section 12 of the Exchange Act (as the "successor issuer" to Linn Energy, LLC or otherwise) on the Effective Date or as promptly as practicable thereafter; provided, however, that if the Debtors determine, in their reasonable discretion, that causing the Issuer to be formed and owned by the Debtors would lead to a material risk of any negative tax consequences to any Debtor (including, but not limited to, a material risk of tax liability at LinnCo LLC), the Debtors shall not be required to form and/or own the Issuer; provided, further, however, that in a case where the Issuer is not formed or owned by the Debtors, the Requisite Commitment Parties may cause the Issuer to be formed by a non-Debtor, non-Commitment Party third party (provided that in the reasonable judgment of the Debtors such formation does not result in a material risk of any negative tax consequences to any Debtor (including, but not limited to, a material risk of tax liability at LinnCo LLC)); provided, further, however, that for the avoidance of doubt, in all cases, the Debtors shall conduct the Unsecured Rights Offering and the Secured Rights Offering, including where the Issuer is not formed or owned by the Debtors (in which case the Debtors shall conduct the Unsecured Rights Offering and the Secured Rights Offering on the Issuer's behalf), the Issuer shall not be owned by any of the Commitment Parties prior to the closing of the Unsecured Rights Offering and the Secured Rights Offering, the Issuer shall be a successor to the Debtor under the Plan and the Rights Offerings will be exempt from registration under the Securities Act of 1933 pursuant to Section 1145 of the Bankruptcy Code, and the Issuer's formation documents will provide that the Issuer's initial board of directors will be constituted on the Effective Date pursuant to the Plan and will be the continuing directors and will adopt resolutions authorizing the Issuer to do all actions required to consummate the Unsecured Rights Offering, the Secured Rights Offering and the Plan. The Issuer shall form a wholly-owned Delaware limited liability company that will be the issuer of EIP (as defined below) units; provided, however, that if the Issuer is organized as a Delaware limited liability company, the Issuer will be the issuer of the EIP. The Secured Rights Offering shall be open to all holders of Allowed LINN Second Lien Notes Claims and the Unsecured Rights Offering shall be open to all holders of Allowed LINN Unsecured Notes Claims as of a record date, and shall be implemented in connection with a joint plan of reorganization to be filed for the Debtors in the Chapter 11 Cases (as may be amended, supplemented, or otherwise modified from time to time consistent with the terms of the Restructuring Support Agreement and otherwise reasonably satisfactory to the Requisite Commitment Parties, the "Plan"), which shall be substantially on the terms set forth in the restructuring term sheet attached as Exhibit A to the Restructuring Support Agreement (as amended, supplemented,

	or otherwise modified from time to time consistent with the terms of the Restructuring Support Agreement, the "Restructuring Term Sheet"). The issuance of the Subscription Rights (as defined below) and the issuance of Rights Offering Shares upon the exercise thereof shall be exempt from the registration requirements of the securities laws pursuant to section 1145 of the Bankruptcy Code.
Backstop Commitments:	Subject to the terms and conditions of the Backstop Commitment Letter, dated as of October 7, 2016 (the "Backstop Commitment Letter"): (i) in connection with the Unsecured Rights Offering, certain holders of Allowed LINN Unsecured Notes Claims and/or their affiliates party thereto (collectively, together with their Related Transferees (as defined below), the "Initial Unsecured Commitment Parties" and, together with any Additional Commitment Parties (as defined below) under the Unsecured Rights Offering, the "Unsecured Commitment Parties") have each committed (on a several and not joint basis) (A) to fully exercise all subscription rights issued to it in the Unsecured Rights Offering to purchase Unsecured Rights Offering Shares at the Per Share Price (the "Unsecured Subscription Rights" and such commitment, the "Unsecured Subscription Rights Commitment"), and (B) to purchase its Unsecured Backstop Commitment Percentage (as defined below) of any unsubscribed Unsecured Rights Offering Shares that are not purchased by the holders of Allowed LINN Unsecured Notes Claims that are not Unsecured Commitment Parties as part of the Unsecured Rights Offering at a price per share (the "Discounted Per Share Price") to be determined using the Plan Value and applying a 25% discount thereto (which, for the avoidance of doubt, will result in a number of shares issued to the Unsecured Commitment Parties greater than the number of unsubscribed Unsecured Rights Offering Shares, to account for the Discounted Per Share Price at which the unsubscribed Unsecured Rights Offering Shares are to be sold) (the "Unsecured Backstop Commitment" and, together with the Unsecured Subscription Rights Commitment, the "Unsecured Commitments"); and (ii) in connection with the Secured Rights Offering, certain holders of Allowed LINN Second Lien Notes Claims and/or their affiliates party thereto (collectively, together with their Related Transferees, the "Initial Secured Commitment Parties" and, together with any Additional Commitment Parties under the Secured Rights Offering, the "Secured Commitment Parties") have each committed (on a several and not joint basis) (A) to fully exercise all subscription rights issued to it in the Secured Rights Offering to purchase

	Secured Rights Offering Shares at the Per Share Price (the "Secured Subscription Rights" and, together with the Unsecured Subscription Rights, the "Subscription Rights" and such commitment, the "Secured Subscription Rights Commitment" and, together with the Unsecured Subscription Rights Commitment, the "Subscription Rights Commitment"), and (B) to purchase its Secured Backstop Commitment Percentage (as defined below) of any unsubscribed Secured Rights Offering Shares that are not purchased by the holders of Allowed LINN Second Lien Notes Claims that are not Secured Commitment Parties as part of the Secured Rights Offering at the Discounted Per Share Price (which, for the avoidance of doubt, will result in a number of shares issued to the Secured Commitment Parties greater than the number of unsubscribed Secured Rights Offering Shares, to account for the Discounted Per Share Price at which the unsubscribed Secured Rights Offering Shares are to be sold) (the "Secured Backstop Commitment" and, together with the Secured Subscription Rights Commitment, the "Secured Commitments"). The Secured Initial Commitment Parties, together with the Unsecured Initial Commitment Parties are referred to herein as the "Initial Commitment Parties". The Secured Backstop Commitments, together with the Unsecured Backstop Commitments are referred to herein as the "Backstop Commitments". The Secured Commitments, together with the Unsecured Commitments, are referred to herein as the "Commitments". The obligations of the Initial Commitment Parties under the Backstop Commitment Letter are subject to, among other things, the execution and delivery of the Backstop Commitment Agreement (as defined below) not later than ten (10) business days after execution of the Backstop Commitment Letter, provided that such date may be extended by an additional ten (10) business days with the prior written consent of the Requisite Commitment Parties and the Company.
Backstop Commitment Agreement:	The Commitment Parties and the Debtors shall, subject to the terms and conditions set forth in the Backstop Commitment Letter, enter into an agreement, consistent with this Term Sheet and otherwise in form and substance reasonably acceptable to the Requisite Commitment Parties and the Debtors, setting forth the terms and conditions of the Commitments (the "Backstop Commitment Agreement"). "Commitment Parties" means the Secured Commitment Parties and the Unsecured Commitment Parties party to the Backstop Commitment Agreement from time to time. The amount of (i) each Unsecured Commitment Party's Backstop Commitment obligation will be based on the percentages (the "Unsecured Backstop

	Commitment Percentages") set forth on Schedule 1A to the Backstop Commitment Agreement and (ii) each Secured Commitment Party's Backstop Commitment obligation will be based on the percentages (the "Secured Backstop Commitment Percentages" and, together with the Unsecured Backstop Commitment Percentages, the "Backstop Commitment Percentages") set forth on Schedule 1B to the Backstop Commitment Agreement (together with Schedule 1A to the Backstop Commitment Agreement, the "Backstop Commitment Schedules"). The initial Backstop Commitment Schedules will reflect the respective Backstop Commitment Percentages set forth in the Backstop Commitment Letter as in effect at the time the Backstop Commitment Agreement becomes effective. The initial Backstop Commitment Percentages of the Initial Commitment Parties will be as set forth in the Backstop Commitment Letter, and were derived from (a) with respect to the Secured Backstop Commitment Percentage, the relative amounts of the Allowed LINN Second Lien Notes Claims held by each of the Initial Commitment Parties as of the date hereof and (b) with respect to the Unsecured Backstop Commitment Percentage, the relative amounts of the Allowed LINN Unsecured Notes Claims held by each of the Initial Commitment Parties as of the date hereof. The Backstop Commitment Schedules, as applicable, (including the Backstop Commitment Percentages of the Commitment Parties) will be updated upon the joinder of Additional Commitment Parties (as defined below) or upon the transfer of any Backstop Commitments and in accordance with the Backstop Commitment Agreement. The Backstop Commitment Percentages of each Additional Commitment Party shall be determined by reference to (i) with respect to the Secured Backstop Commitment Percentage, the amount of its Allowed LINN Second Lien Notes Claims as a percentage of the total Allowed LINN Second Lien Notes Claims outstanding as of the date such Additional Commitment Party delivers its duly executed joinder to the Backstop Commitment Letter and Restructuring Support Agreement and (ii) with respect to the Unsecured Backstop Commitment Percentage, the amount of its Allowed LINN Unsecured Notes Claims as a percentage of the total Allowed LINN Unsecured Notes Claims outstanding as of such date. The issuance of shares of common stock of the Issuer (the "Common Stock") to the Commitment Parties in respect of the Backstop Commitments shall be exempt from the registration requirements of the securities laws pursuant to Section 4(a)(2) of the Securities Act, or another available exemption from registration.
Additional Commitment Parties:	In addition to the Initial Commitment Parties, other members of the Ad Hoc Group of Unsecured Noteholders and the Ad Hoc Group of Second Lien Noteholders will have the opportunity to become Commitment Parties under the Backstop Commitment Letter as provided in the Backstop Commitment Letter.

	"Additional Commitment Parties" means, collectively, (i) each member of the Ad Hoc Group of Unsecured Noteholders and/or the Ad Hoc Group of Second Lien Noteholders, other than the Initial Commitment Parties, that becomes a Commitment Party under the Backstop Commitment Letter as provided above and (ii) each Person that is a transferee of all or any portion of a Commitment Party's Backstop Commitment and becomes a Commitment Party under the Backstop Commitment Agreement.
Commitment Party Consent:	"Requisite Commitment Parties" means (a) members of the Steering Committee of the Ad Hoc Group of Unsecured Noteholders holding more than sixty-six and two-thirds percent (66-2/3%) of the Allowed LINN Unsecured Notes Claims held by all members of the Steering Committee of the Ad Hoc Group of Unsecured Noteholders and (b) members of the Steering Committee of the Ad Hoc Group of Second Lien Noteholders holding more than sixty-six and two-thirds percent (66-2/3%) of the Allowed LINN Second Lien Notes Claims held by all members of the Steering Committee of the Ad Hoc Group of Second Lien Noteholders, in the case of each of (a) and (b), voting as a separate class. "Ad Hoc Group of Unsecured Noteholders" means that certain ad hoc group of holders of LINN Unsecured Notes represented by Milbank, Tweed, Hadley & McCloy LLP ("Milbank") and PJT Partners, or any of its members or their affiliates. "Ad Hoc Group of Second Lien Noteholders" means that certain ad hoc group of holders of LINN Second Lien Notes represented by O'Melveny & Myers LLP ("O'Melveny") and Intrepid Financial Partners, or any of its members or their affiliates. "Steering Committee" means, as applicable, (a) the steering committee of the Ad Hoc Group of Unsecured Noteholders as may be constituted from time to time and which shall initially be comprised of the entities set forth in Exhibit B-1 hereto and/or (b) the steering committee of the Ad Hoc Group of Second Lien Noteholders as may be constituted from time to time and which shall initially be comprised of the entities set forth in Exhibit B-2 hereto.
Implementation of the Rights Offering:	The Debtors shall implement the Rights Offerings on behalf of the Issuer through customary subscription documentation and procedures that are in form and substance reasonably acceptable to the Debtors and the Requisite Commitment Parties. The offering period for the Rights Offerings (the "Offering Period") shall be reasonably acceptable to the Requisite Commitment Parties. The number of shares of Common Stock issued to the Commitment Parties pursuant to the Backstop Commitments (the "Backstop Shares") will be

	determined by the rights agent (an agent appointed by the Debtors, and acceptable to the Requisite Commitment Parties, to administer the Rights Offerings) consistent with the terms of the Backstop Commitment Agreement. Subscription Rights will be exercisable during the Offering Period by completing and returning to the rights agent the applicable subscription form and paying the Per Share Price by wire transfer of immediately available funds to an account designated by the rights agent prior to the expiration of the Offering Period, except that each Commitment Party (except to the extent it has previously been required to fund, and has funded, such amounts in accordance with the terms of the Backstop Commitment Letter or the Backstop Commitment Agreement) shall be permitted to fund its Per Share Price for its exercise of Subscription Rights, together with its Discounted Per Share Price to satisfy its Backstop Commitments, following receipt of written notice from the rights agent advising of the amounts to be funded, and such Commitment Parties may fund to the rights agent or an escrow account established pursuant to terms reasonably satisfactory to the Commitment Parties. If the Rights Offerings are terminated for any reason, the funded amounts will be refunded to the applicable participant, without interest, as soon as practicable following termination of the Rights Offerings. The exercise of a Subscription Right will be irrevocable unless the Rights Offerings are not consummated by the date on which the Backstop Commitment Agreement is terminated. There will be no oversubscription rights under the Rights Offerings.
Backstop Commitment Premium:	The Debtors will pay the Commitment Parties on the Effective Date a backstop premium equal to 4.0% of the $530 million committed amount (the "Backstop Commitment Premium"), of which 3.0% will be paid in cash and 1.0% in the form of Common Stock at the Discounted Per Share Price; provided, that to the extent the Backstop Commitment Agreement is terminated for any reason other than by the Company under clause (iv) of its termination rights below, the Debtors shall pay the Backstop Commitment Premium entirely in cash to the Commitment Parties promptly after the date of such termination. The Backstop Commitment Premium shall be fully earned and nonrefundable as of the date of the BCA Approval Order (as defined below). All amounts payable to the Commitment Parties in their capacities as such for the Backstop Commitment Premium shall be paid pro rata based on the amount of their respective Backstop Commitments (as compared to the aggregate Backstop Commitment of all Commitment Parties) on the Effective Date (or, if applicable, on the date the Backstop Commitment Agreement is terminated). The Backstop Commitment Premium and the Expense Reimbursement (as defined below) shall constitute allowed administrative expenses of the Debtors' estates under sections 503(b) and 507 of the Bankruptcy Code under the BCA

	Approval Order (as defined below). The issuance of the Backstop Commitment Premium payable in the form of Common Stock shall be exempt from the registration requirements of the securities laws pursuant to section 1145 of the Bankruptcy Code.
Expense Reimbursement:	In accordance with and subject to the BCA Approval Order (as defined below), the Debtors will pay all reasonably incurred and documented out-of-pocket fees and expenses of all of the attorneys, accountants, other professionals, advisors, and consultants incurred on behalf of the Ad Hoc Group of Unsecured Noteholders and the Ad Hoc Group of Second Lien Noteholders (together, the "Ad Hoc Groups"), whether incurred directly by the relevant Noteholders or on behalf of the Noteholders through the Indenture Trustee, including, (i) in respect of the Ad Hoc Group of Unsecured Noteholders, the fees and expenses of Milbank, Tweed, Hadley & M^{c}Cloy LLP and PJT Partners Inc., and (ii) in respect of the Ad Hoc Group of Second Lien Noteholders, the fees and expenses of O'Melveny & Myers LLP, Porter Hedges LLP, Intrepid Financial Partners, L.L.C., and W.D. Von Gonten & Co. (such payment obligations, the "Expense Reimbursement"). Unless otherwise ordered by the Bankruptcy Court, no recipient of any payment hereunder shall be required to file with respect thereto any interim or final fee application with the Bankruptcy Court. The Expense Reimbursement accrued through the date on which the BCA Approval Order is entered shall be paid as promptly as reasonably practicable after such date. Thereafter, the Expense Reimbursement shall be payable by the Debtors on a monthly basis. If the RSA or the Backstop Commitment Agreement is terminated for any reason (other than in connection with an Individual Termination Event), the Debtors will no longer be obligated to pay the Expense Reimbursement in respect of any fees incurred after the date of such termination.
Registration Rights:	Each Commitment Party (including their affiliates who hold Common Stock) and each other Noteholder that receives 10% or more of the shares of Common Stock issued under the Plan and/or the Rights Offerings or cannot sell its shares under Rule 144 under the Securities Act without volume or manner of sale restrictions (collectively, the "Registration Rights Agreement Parties") shall be entitled to customary registration rights with respect to such Common Stock, pursuant to a registration rights agreement to be entered into, as of the Effective Date, by Newco and the Registration Rights Agreement Parties (the "Registration Rights Agreement"). The Registration Rights Agreement will provide customary piggy-back and demand registration rights to the Registration Rights Agreement Parties (including, without limitation, rights regarding "shelf" registrations and underwritten offerings). The Registration Rights Agreement shall be in substantially the form to be filed with the Plan Supplement, provided that such form is in form and substance

	reasonably acceptable to the Company and the Requisite Commitment Parties.
Transferability of Backstop Commitment:	A Commitment Party may transfer, directly or indirectly, all or any portion of its Backstop Commitment to (i) its affiliated investment funds or (ii) any special purpose vehicle that is wholly-owned by such Commitment Party or its affiliated investment funds, created for the purpose of holding such Backstop Commitment or holding debt or equity of the Debtors, and with respect to which the Commitment Party either (x) has provided an equity support letter or a guarantee of such special purpose vehicle's Backstop Commitment in form and substance reasonably acceptable to the Company or (y) otherwise remains fully obligated to fund the applicable Backstop Commitment until the consummation of the Plan; provided further, however, that any such special purpose vehicle shall not be related to or affiliated with any portfolio company of such Commitment Party or any of its affiliates or affiliated funds (other than solely by virtue of its affiliation with a Commitment Party), and the sale of the equity of such special purpose vehicle shall be subject to the same transferability restrictions set forth herein (any such transferee, a "Related Transferee"). Additionally, a Commitment Party may transfer, directly or indirectly, all or any portion of its Backstop Commitment to any other person provided that written notice thereof is provided to the Company, Milbank and O'Melveny, and (a) for any transfer of a Backstop Commitment to a single transferee, the amount of such Backstop Commitment, as compared to the aggregate Backstop Commitment of all Commitment Parties (the "Aggregate Backstop Commitment Percentage") is no less than 0.2%, or all of the Backstop Commitment of such Commitment Party or the Backstop Commitment of any fund or account on behalf of which such Commitment Party is acting if such Commitment Party, fund or account holds a Backstop Commitment representing less than 0.2% of the Aggregate Backstop Commitment Percentage of all Commitment Parties, (b) for any transferee that is not a Commitment Party, such transferee executes a joinder to the Backstop Commitment Agreement (a copy of which is provided to Milbank and O'Melveny), and (c) for any transferee that is not an Initial Commitment Party, either (i) the Debtor acting in good faith determines that such transferee is reasonably capable of fulfilling such obligations or (ii) absent such a determination, such transferee will be required to deposit with the rights agent or, pursuant to escrow arrangements satisfactory to the Debtors, an amount of funds sufficient, in the reasonable determination of the Debtors, to satisfy its obligations under the Backstop Commitment Agreement.
Failure to Fund Backstop Commitment:	The Backstop Commitment Agreement shall provide that the Commitment Parties agree that any Commitment Party that fails to timely fund its Backstop Commitment (a "Defaulting Commitment Party") will be liable for the consequences of its breach and that the parties to the Backstop Commitment Agreement can enforce rights of damages and/or specific performance upon the

	failure to timely fund by the Defaulting Commitment Party.
Debtors' Representations and Warranties:	The Backstop Commitment Agreement shall contain customary representations and warranties on the part of the Debtors, including: ▪ Corporate organization, qualification and good standing; ▪ Requisite corporate power and authority with respect to execution and delivery of transaction documents; ▪ Due execution and delivery and enforceability of transaction documents; ▪ Equity capitalization [of Linn Energy, LLC's direct and indirect subsidiaries];[1] ▪ [The status of the Common Stock issued in the Rights Offerings and pursuant to the Backstop Commitment Agreement as duly and validly authorized and issued, and fully paid and non-assessable][2]; ▪ No conflicts with respect to organizational documents; ▪ Since December 31, 2015, the Company has filed all required reports, schedules, forms and statements and other documents (including exhibits and other information incorporated therein) (collectively, the "Company SEC Documents") with the SEC. No Company SEC Document that has been filed prior to the date of such representation, after giving effect to any amendments or supplements thereto and to any subsequently filed Company SEC Documents, in each case filed prior to the date of such representation, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; ▪ No Material Adverse Effect since December 31, 2015; ▪ No material undisclosed relationships with directors, officers or 5% shareholders; ▪ No unlawful payments, and compliance with money laundering and sanctions laws; ▪ Investment Company Act; ▪ As of the time of the execution and delivery by the initial parties thereto

[1] Include bracketed language if Issuer is not formed and controlled by the Debtors prior to the Effective Date.
[2] To be included if Issuer is formed and controlled by the Debtors prior to the Effective Date.

	of the Backstop Commitment Agreement, the Company is not pursuing, or in discussions or negotiations regarding, any solicitation, offer, or proposal from any Person concerning any actual or proposed Alternative Transaction (as defined below) and, as applicable, has terminated any existing discussions or negotiations regarding any actual or proposed Alternative Transaction; and ▪ No broker's fees. ▪ Subject to Material Adverse Effect qualification (provided, that none of the foregoing representations will be subject to such a qualification): • Consents and approvals (other than Bankruptcy Court approval); • No conflicts (other than with respect to organizational documents); • Compliance with laws; • Legal proceedings; • Labor relations disputes or violations; • Rights to intellectual property and no claims of infringement related thereto; • Material contracts, including validity, enforceability and status thereof; • Real and personal property, including validity of title and absence of liens; • Status of real property leases and compliance with obligations thereunder; • Compliance with environmental laws and absence of certain environmental liabilities; and • Licenses and permits, including possession and status thereof; • Tax matters including compliance with tax laws, timely filing and accuracy of tax returns and absence of claims, waivers, extensions and examinations; • Compliance with ERISA and other representations

	related to employee benefit plans, compensation and benefit arrangements and employment matters; • Maintenance of a system of internal control over financial reporting, and disclosure controls and procedures; and • Insurance coverage, status of policies and payment of premiums. None of the representations and warranties set forth above will survive the Effective Date.
Commitment Parties' Representations and Warranties:	The Backstop Commitment Agreement shall contain customary representations and warranties on the part of the Commitment Parties, to be provided severally and not jointly, including: ▪ Corporate organization and good standing; ▪ Requisite corporate power and authority with respect to execution and delivery of transaction documents; ▪ Due execution and delivery and enforceability of transaction documents; ▪ Acknowledgement of no registration under the Securities Act; ▪ Acquiring Backstop Shares, if any, for investment purposes, and not with a view to distribution in violation of the Securities Act; ▪ No consents or approvals (subject to Material Adverse Effect qualification); ▪ No conflicts (subject to Material Adverse Effect qualification, other than representation regarding organizational documents); ▪ Accredited investor or qualified institutional buyer; ▪ Independent investment decision; and ▪ Sufficient funds. None of the representations and warranties set forth above will survive the Effective Date.
Interim Operating Covenant:	Prior to and through the Effective Date, except as set forth in the Backstop Commitment Agreement, the Restructuring Support Agreement or the Plan, or with the written consent of the Requisite Commitment Parties, the Company (x) shall, and shall cause its subsidiaries to, carry on their businesses in the

	ordinary course and use their commercially reasonable efforts to preserve intact their current material business organizations, and preserve their material relationships with customers, suppliers, licensors, licensees, distributors and others having business dealings with the Company or its subsidiaries and make any required filing with the Securities and Exchange Commission within the time periods required under the Exchange Act, and (y) shall not, and shall not permit its subsidiaries to, enter into any transactions (including any transactions with, or investment in, Linn Acquisition Company, LLC, Berry Petroleum Company, LLC or any of their direct or indirect subsidiaries) which are material to the Company, other than transactions in the ordinary course of business that are consistent with prior business practices or in accordance with the parameters described in the Backstop Commitment Agreement, the Restructuring Support Agreement or the Plan. For the avoidance of doubt, the following shall be deemed to occur outside of the ordinary course of business of the Debtors and will require the prior written consent of the Requisite Commitment Parties (unless otherwise contemplated by the Backstop Commitment Agreement, the Restructuring Support Agreement or the Plan): (a) any amendment, modification, termination, waiver, supplement, restatement or other change to any material contract (definition to be reasonably agreed) or any assumption of any material contract, (b) entry into, or any amendment, modification, termination, waiver, supplement, restatement or other change to any employment agreement to which any of the Debtors is a party, (c) any (i) termination by the Debtors without cause or (ii) reduction in title or responsibilities, in each case, of the individuals who are as of the date of the Backstop Commitment Agreement the Chief Executive Officer, the Chief Financial Officer or the Chief Operating Officer of Linn Energy, LLC and (d) the adoption or amendment of any management incentive or equity plan by any of the Debtors, except for the EIP (as defined below). Following a request by the Debtors for consent with respect to any operational matter that requires Requisite Commitment Party consent pursuant to this "Interim Operating Covenants" section, if the consent of the Requisite Commitment Parties is not obtained or declined within five (5) business days following the date such request is made in writing and delivered to each of the Ad Hoc Committees (which notice will be deemed delivered if given in writing to Milbank and O'Melveny), such consent shall be deemed to have been granted by the Requisite Commitment Parties.
Effectiveness of Backstop Commitment Agreement:	The Backstop Commitment Agreement and the respective Commitments thereunder shall become effective upon execution and delivery of the Backstop Commitment Agreement by the Company and each Commitment Party; provided that, the Commitments shall be subject to the Conditions Precedent below.
Hedging Program	The Company will consult with the Requisite Commitment Parties in its implementation of its hedging program; provided, that the Company will obtain the written consent (not to be unreasonably withheld) of the Requisite Commitment Parties prior to its implementation of hedging transactions that

	are not consistent with the Final Order Authorizing the Debtors to Enter Into and Perform Under Postpetition Hedging Arrangements entered by the Bankruptcy Court on August 16, 2016. Following a request by the Company for such consent with respect to the implementation of hedging transactions, if the consent of the Requisite Commitment Parties is not obtained or declined within three (3) business days following the date such request is made in writing and delivered to each of the Ad Hoc Committees (which notice will be deemed delivered if given in writing to Milbank and O'Melveny), such consent shall be deemed to have been granted by the Requisite Commitment Parties.
Definitive Forms	The definitive forms of the documents contemplated by the Backstop Commitment Agreement, including the documents contemplated by the employee incentive plan term sheet attached hereto as Exhibit A (the "EIP"), in each case, substantially on the terms and conditions set forth on such term sheet or otherwise in accordance with the Backstop Commitment Agreement, will be substantially agreed to by (and will be reasonably acceptable to) the Company and the Requisite Commitment Parties and filed by the date on which the motion (the "Backstop Agreement Motion") to be filed by the Debtors seeking approval of the BCA Approval Order (as defined below) is heard by the Bankruptcy Court and the Company and the Requisite Commitment Parties will enter into a letter agreement (the "Pre-Hearing Letter Agreement") prior to such date acknowledging their agreement to such definitive forms. On or before the Effective Date, the Company, on the one hand, and the Commitment Parties, on the other hand, will each deliver to the other, copies of the final documents contemplated by the Pre-Hearing Letter Agreement, executed by such party to the extent applicable.
Conditions Precedent:	The Commitments and the Debtors' obligations to consummate the transactions contemplated in connection therewith will be subject to customary conditions precedent (the "Conditions Precedent"), including: Conditions Precedent to the Commitments and the Debtors' obligations: (i) the Bankruptcy Court shall have entered a final order, in form and substance reasonably acceptable to the Requisite Commitment Parties, approving a disclosure statement with respect to the Plan and approving the procedures with respect to the Rights Offerings and the solicitation with respect to the Plan which are in form and substance reasonably acceptable to the Requisite Commitment Parties (the "Solicitation Order"); (ii) the Bankruptcy Court shall have entered a final order, in form and substance reasonably acceptable to the Requisite Commitment Parties, confirming the Plan (the "Confirmation Order") and no order staying the Confirmation Order shall be in effect;

	(iii) the Effective Date shall have occurred in accordance with the terms and conditions set forth in the Plan and in the Confirmation Order; (iv) any applicable HSR waiting period shall have expired and all other regulatory consents and notices shall have been obtained or filed; (v) the Bankruptcy Court shall have entered a final order, in form and substance reasonably acceptable to the Requisite Commitment Parties, authorizing the Company (on behalf of itself and the other Debtors) to execute and deliver the Backstop Commitment Agreement, including the authorization of the Backstop Commitment Premium and Expense Reimbursement and the indemnification provisions contained in the Backstop Commitment Agreement, and providing that the Backstop Commitment Premium, Expense Reimbursement and indemnification obligations shall constitute allowed administrative expenses of the Debtors' estates under sections 503(b) and 507 of the Bankruptcy Code and shall be payable by the Debtors as provided in the Backstop Commitment Agreement without further order of the Bankruptcy Court (the "BCA Approval Order"); (vi) no law or order shall have been issued or become effective that prohibits the implementation of the Plan or the transactions contemplated by the Backstop Commitment Agreement; (vii) the exit facility shall have become effective and shall otherwise be in form and substance substantially in accordance with the Exit Facility Term Sheet attached to the Restructuring Support Agreement (the "Exit Facility"); and (viii) the Company and the Requisite Commitment Parties shall have entered into the Pre-Hearing Letter Agreement. Conditions Precedent only to the Commitments: (i) the Registration Rights Agreement shall have been executed and shall be effective by its terms; and the Backstop Commitment Agreement shall have been executed and shall be effective by its terms; (ii) the Debtors shall have paid all Expense Reimbursements pursuant to, and in accordance with, the Backstop Commitment Agreement; (iii) the Debtors shall have substantially complied with the terms of the Plan (as amended or supplemented from time to time) on or prior to the Effective Date; (iv) the Rights Offerings shall have been conducted in accordance with the Solicitation Order and the Backstop Commitment Agreement;

	(vi) there has been no Material Adverse Effect that is continuing; (vii) the assumption or rejection and/or amendment of certain material contracts and the liability of the Debtors with respect to such contracts shall be reasonably satisfactory to the Requisite Commitment Parties; (viii) no LINN Second Lien Notes Claim is wholly or partially Allowed as a Secured Claim by the Bankruptcy Court (other than claims that are deemed allowed under section 502(a) of the Bankruptcy Code); (ix) the truth and accuracy of the Debtors' representations and warranties, the Debtors' performance and compliance with covenants and agreements (in each case, with customary materiality qualifications), and delivery of an officer's certificate to such effect and certifying that there is no Material Adverse Effect that is continuing; and (x) the receipt of the Funding Notice (to be defined in the Backstop Commitment Agreement) by the Backstop Commitment Parties. Conditions Precedent only to the Debtors' obligations: (i) the truth and accuracy of the Commitment Parties' representations and warranties, the Commitment Parties' performance and compliance with covenants and agreements (in each case, with customary materiality qualifications).
Termination of the Backstop Commitment Agreement:	Upon the occurrence of a Termination Event (as defined below), all of the Commitment Parties' and Debtors' obligations under the Backstop Commitment Agreement and the Restructuring Support Agreement shall automatically terminate. Upon termination, the Debtors shall have no ongoing obligations or liabilities under the Backstop Commitment Agreement, except for the Debtors' indemnification obligations; provided that such termination shall not relieve a party of liability for any pre-termination breach, or (subject to entry of the BCA Approval Order) relieve the Debtors of any obligations with respect to the Backstop Commitment Premium (to the extent payable pursuant to the terms hereof) and/or the Expense Reimbursement. A "Termination Event" shall include the occurrence of any of the following: Termination by the Requisite Commitment Parties (upon written notice): (i) on or after 11:59 p.m. (New York City time) on March 1, 2017 (as may be extended pursuant to the following proviso, the "Outside Date"); provided, that the Outside Date may be waived or extended (but not beyond 5:00 p.m., New York City time on May 1, 2017) with the prior written consent of the Requisite Commitment Parties; (ii) the obligations of the Consenting Noteholders under the

	Restructuring Support Agreement are terminated in accordance with the terms thereof; (iii) any of the Solicitation Order or the BCA Approval Order is reversed, stayed, dismissed, vacated or reconsidered or is modified or amended without the Requisite Commitment Parties' prior written consent (not to be unreasonably withheld, conditioned or delayed) in a manner that prevents or prohibits the consummation of the transactions contemplated in this Term Sheet or any of the Definitive Documents in a way that cannot be remedied by the Debtors subject to the reasonable satisfaction of the Requisite Commitment Parties; (iv) any material breach of any representation, warranty or covenant of the Backstop Commitment Agreement by the Debtors (to the extent not otherwise cured or waived in accordance with the terms thereof); (v) the Debtors have materially breached their obligations not to seek, solicit or support any dissolution, winding up, liquidation, reorganization, assignment for the benefit of creditors, merger, transaction, consolidation, business combination, joint venture, partnership, sale of assets, financing (debt or equity), or restructuring of any of the Debtors, other than the transactions contemplated by the Restructuring Support Agreement (an "Alternative Transaction") or the Bankruptcy Court approves or authorizes an Alternative Transaction or the Debtors enter into any agreement providing for the consummation of an Alternate Transaction; (vi) the material and adverse (to the Commitment Parties) amendment or modification, or the filing by the Debtors of a pleading seeking authority to such amendment or modification, of the Restructuring Support Agreement, the Exit Facility, the Backstop Commitment Agreement, the Rights Offerings procedures, the Plan, the Disclosure Statement or any documents related to the Plan, notices, exhibits or appendices, or any of the Definitive Documents, without the consent (not to be unreasonably withheld, conditioned or delayed) of the Requisite Commitment Parties or the public announcement by the Debtors of the intention to do any of the foregoing; (vii) any LINN Second Lien Notes Claim is wholly or partially allowed as a Secured Claim by the Bankruptcy Court or under the Plan (other than claims that are deemed allowed under section 502(a) of the Bankruptcy Code); (viii) any of the orders approving the Exit Facility, the Backstop Commitment Agreement, the Rights Offerings procedures, the Plan or the Disclosure Statement, or the Confirmation Order are reversed,

	stayed, dismissed, vacated or reconsidered or modified or amended without the consent (not to be unreasonably withheld, conditioned or delayed) of the Requisite Commitment Parties (and such action has not been reversed or vacated within thirty (30) calendar days after its issuance) in a manner that prevents or prohibits the consummation of the transactions contemplated in this Term Sheet or any of the Definitive Documents in a way that cannot be remedied by the Debtors subject to the reasonable satisfaction of the Requisite Commitment Parties; (ix) any court of competent jurisdiction or other competent governmental or regulatory authority issues a final, non-appealable order making illegal or otherwise preventing or prohibiting the consummation of the transactions contemplated in this Term Sheet or any of the Definitive Documents in a way that cannot be remedied by the Debtors subject to the reasonable satisfaction of the Requisite Commitment Parties; or (x) the Company has not entered into the Pre-Hearing Letter Agreement on or prior to the date on which the Backstop Agreement Motion is heard by the Bankruptcy Court. Termination by Company (upon written notice): (i) on or after 11:59 p.m. (New York City time) on the Outside Date; (ii) the obligations of the Consenting Noteholders under the Restructuring Support Agreement are terminated in accordance with the terms thereof; (iii) any of the Solicitation Order or the BCA Approval Order is reversed, stayed, dismissed, vacated or reconsidered or is modified or amended without the Company's acquiescence or prior written consent (not to be unreasonably withheld, conditioned or delayed) in a manner that prevents or prohibits the consummation of the transactions contemplated in this Term Sheet or any of the Definitive Documents in a way that cannot be remedied by the Commitment Parties subject to the reasonable satisfaction of the Debtors; (iv) any material breach of any representation, warranty or covenant of the Backstop Commitment Agreement by the Commitment Parties (to the extent not otherwise cured or waived in accordance with the terms thereof); (v) any of the orders approving the Exit Facility, the Backstop Commitment Agreement, the Rights Offerings procedures, the Plan or the Disclosure Statement, or the Confirmation Order are reversed,

	stayed, dismissed, vacated or reconsidered or modified or amended without the acquiescence or consent (not to be unreasonably withheld, conditioned or delayed) of the Company (and such action has not been reversed or vacated within thirty (30) calendar days after its issuance) in a manner that prevents or prohibits the consummation of the transactions contemplated in this Term Sheet or any of the Definitive Documents in a way that cannot be remedied by the Commitment Parties subject to the reasonable satisfaction of the Debtors; (vi) any court of competent jurisdiction or other competent governmental or regulatory authority issues a final, non-appealable order making illegal or otherwise preventing or prohibiting the consummation of the transactions contemplated in this Term Sheet or any of the Definitive Documents in a way that cannot be remedied by the Commitment Parties subject to the reasonable satisfaction of the Debtors; (vii) solely if the Bankruptcy Court has entered the BCA Approval Order but has not yet entered the Confirmation Order, the board of directors of Linn Energy, LLC determines that continued performance under the Backstop Commitment Agreement (including taking any action or refraining from taking any action) would be inconsistent with the exercise of its fiduciary duties under applicable law (as reasonably determined by such entity in good faith after consultation with outside legal counsel and based on the advice of such counsel); or (viii) the Requisite Commitment Parties have not entered into the Pre-Hearing Letter Agreement on or prior to the date on which the Backstop Agreement Motion is heard by the Bankruptcy Court.
Specific Performance	Each of the Debtors and the Commitment Parties agree that irreparable damage would occur if any provision of the Backstop Commitment Agreement were not performed in accordance with the terms thereof and that each of the parties thereto shall be entitled to an injunction or injunctions without the necessity of posting a bond to prevent breaches of the Backstop Commitment Agreement or to enforce specifically the performance of the terms and provisions thereof and hereof, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in the Backstop Commitment Agreement or herein, no right or remedy described or provided in the Backstop Commitment Agreement or herein is intended to be exclusive or to preclude a party thereto from pursuing other rights and remedies to the extent available under the Backstop Commitment Agreement, herein, at law or in equity.

Exhibit 2

Employee Incentive Plan Term Sheet

FINAL VERSION

LINN ENERGY, INC.

EMPLOYEE INCENTIVE PLAN

The following term sheet (this "Term Sheet") summarizes the principal terms of an Employee Incentive Plan (the "Plan") to be sponsored by Linn Energy, Inc. (the "Company")[1] and its subsidiaries (collectively, the "Company Group") and of grants to be made at Emergence (which has the same meaning as "Effective Date" in that certain Restructuring Support Agreement, dated as of October 7, 2016) under the Plan to management employees of the Company Group (each, an "Employee"), including executive employees (each, an "Executive"), as set forth on Appendix A attached hereto.

Overview:	Corporate Structure. Effective as of the date on which the Emergence occurs (the "Emergence Date"), the Company will be the top holding company and will form a subsidiary limited liability company ("Linn LLC") that will directly or indirectly own 100% of the Company's assets. Incentive Equity Pool. There will be reserved, exclusively for management employees, a pool of equity (such reserve, the "EIP Pool") having a value equal to: (i) 8% of the equity value of the Company Group as of the Emergence Date[2] (the "Company Group Emergence Value") as follows: (A) 2.5% of the Company Group Emergence Value in the form of restricted stock units ("RSUs") to be issued at Emergence, (B) 1.5% of the Company Group Emergence Value in the form of profits interests that will vest based on time and performance[3] (with the performance conditions satisfied once the equity value of the Company Group (as equitably adjusted for subsequent contributions and distributions) is equal to 1.5 times the Discounted Company Group Emergence Value[4]), all of which will be issued at Emergence (the "Base Profits Interests"), and (C) the remaining 4% of the Company Group Emergence Value in a form of equity-based award as determined by the board of directors of the company (the "Board"), taking into account the then prevailing practices of publicly traded E&P companies (the "Other Awards"), and (ii) an additional 2.0% of the Company Group Emergence Value, which will be issued as of the Emergence Date in the form of profits interests that vest once the equity value of the Company Group (as equitably adjusted for subsequent contributions and distributions) is equal to 1.5 times the Company Group Emergence Value (the "Appreciation Profits Interests"). The precise amount of equity and number of shares to be reserved will be determined in a manner consistent with the intended effect of this Term Sheet.

[1] NTD: The corporate form of the top holding company to be determined.

[2] NTD: For purposes of this Term Sheet, the equity value of the Company Group as of the Emergence Date is the same as the Plan of Reorganization equity value.

[3] NTD: For purposes of determining whether performance goals have been met, the valuation of the Company Class A Stock will be based on the 30-day weighted average price after the applicable vesting date.

[4] NTD: The "Discounted Company Group Emergence Value" is equal to the rights offering equity value.

	Form of Awards. • Awards under the Plan ("Awards") will consist of grants of RSUs, profits interests, and Other Awards. • Each RSU will consist of Class A common stock issued by the Company (the "Company Class A Stock") (*i.e.*, an RSU grant representing 1% of the Company Group Emergence Value will consist of 1% of the Company Class A Stock outstanding as of the Emergence Date[5]). • Each Award of profits interests will consist of Class I Units having a threshold value equal to the Company Group Emergence Value, with a first-dollar priority catchup as described in Appendix I. The Class I Units will have the other terms and conditions set forth on Appendix I. Emergence Grants. 100% of the RSUs, 100% of the Base Profits Interests and 100% of the Appreciation Profits Interests will be granted as of the Emergence Date, in accordance with this Term Sheet and the allocations set forth on Appendix A and as soon as administratively feasible following the Emergence Date, but in any event not later than 60 days after the Emergence Date ("Emergence Grants"). Future Grants. The Remaining EIP Pool (as defined below) will be fully granted within the 36-month period following the Emergence Date, as determined by the Board in a manner consistent with the then prevailing practices of publicly traded E&P companies. For this purpose, the "Remaining EIP Pool" means the portion of the EIP Pool that does not constitute Emergence Grants and subsequent grants that have been forfeited before vesting. Final Grants. The Company will allocate the Remaining EIP Pool on a fully-vested basis to actively employed Employees (pro-rata based upon each such Employee's relative incentive equity Awards) upon a change in control of the Company (a "Change in Control") (such Awards, the "Final Grants").
Vesting:	Normal Vesting. Subject to an Employee's continued employment through each applicable vesting date, Emergence Grants will vest 25% on the Emergence Date and 25% on each of the first three (3) anniversaries of the Emergence Date. Accelerated Vesting Upon Termination Without Cause, for Good Reason or Due to Death or Disability. If an Employee is terminated without Cause or terminates for Good Reason or due to his or her death or disability (any such termination, a "Qualifying Termination"), the Employee will become vested in an additional tranche of the Employee's unvested Awards,[6] as if the Employee's employment

[5] NTD: Determined on a fully diluted basis, assuming conversion of all convertible securities and full allocation of the EIP Pool.

[6] NTD: For the avoidance of doubt, this includes the RSUs, Base Profits Interests, Appreciation Profits Interests and Other Awards; provided that the Appreciation Profits Interests only vest to the extent the performance condition is satisfied (i) at the time of the Qualifying Termination, or (ii) within (x) 6 months following the applicable Qualifying Termination, if the Qualifying Termination occurs prior to the first anniversary of the Emergence Date, or (y) 120 days following the applicable Qualifying Termination, if the Qualifying Termination occurs after the first anniversary of the Emergence Date.

	continued for one additional year following the Qualifying Termination date; provided that with respect to certain Executives listed on Schedule [], accelerated vesting will be governed in accordance with such Executive's employment agreement. Accelerated Vesting Upon a Change in Control. Upon a Change in Control, 100% of an Employee's unvested Awards will accelerate and vest, subject to the Employee's continued employment through consummation of the Change in Control.
Restrictive Covenants:	Award agreements will contain restrictive covenants no more restrictive than those set forth in a particular Executive's employment agreement, if any.
Employment Agreements:	The Company will enter into (i) an employment agreement with Mark E. Ellis in the form attached hereto as Appendix B and (ii) employment agreements with each of David B. Rottino, Arden L. Walker, Jr., Thomas E. Emmons, Jamin McNeil and Candice J. Wells in the form attached hereto as Appendix C.[7] For the avoidance of doubt, the reorganization of the Company will not constitute a Change in Control under the employment agreements.
Definitions:	Terms used in this Term Sheet that are defined in an Executive's employment agreement shall have the meaning set forth therein, and for Employees without employment agreements, the "good reason" and "cause" definitions will be the same as those set forth in the severance plan in effect on the date hereof.
Taxes:	• To the extent the Company (or its successor) is not publicly traded at the time of settlement, Employees may satisfy taxes required to be withheld upon exercise/settlement through net share settlement. • The Company will make mandatory tax distributions to holders of Awards with respect to any taxable income allocated to such Awards.
Company Repurchase Rights:	• The Company shall have the right to repurchase, upon an Employee's termination of employment and for Fair Market Value, the Awards and any shares of Company Class A Stock acquired in settlement of the RSUs. The repurchase right will expire on the seven-month anniversary of the Employee's termination of employment. The repurchase price must be paid in cash; provided, however, that in the event payment of all or any portion of the repurchase price would violate applicable law or any bona fide third party credit agreements, such portion of the repurchase price, plus market interest at the then prevailing prime rate, will be paid as soon as reasonably practicable following the date that no such prohibitions or restrictions apply, but in any event within two years. Notwithstanding the foregoing, the Company's right to repurchase the RSUS and the Company Class A Stock acquired in settlement of the RSUs shall expire when Company Class A Stock becomes publicly traded. • "Fair Market Value" means the fair market value of the applicable security as of

[7] NTD: The Section 409A gross-up for Mr. Ellis and the Section 280G gross-up for Messrs. Ellis, Rottino and Walker will be removed in exchange for increasing each Executive's normal cash severance to 2x the sum of (i) base salary, plus (ii) target bonus.

	the Employee's termination of employment, as determined by the Board in good faith and without applying any discounts for minority interest, illiquidity or other similar factors. • If the Employee does not agree with the Board's determination of Fair Market Value, the Employee may obtain an independent valuation. The independent valuation shall be performed by a mutually agreed upon independent third party, with Executive bearing the entire cost if the independent valuation is within 7.5% of the Board's valuation and the Company bearing the entire cost otherwise.
Drag & Tag Rights:	• Each Employee shall be subject to customary drag-along rights on sales of more than 50% of the outstanding Company Class A Stock and to lock-up restrictions in connection with an initial public offering, in each case, on terms *pari passu* with other shareholders; provided that the Employee may not be required to become subject to restrictive covenants greater in scope or extent than the Employee's existing restrictive covenants. • Each Employee shall have the same preemptive rights as other shareholders. • Each Employee shall have the same customary tag-along rights on sales as other shareholders; provided that the Employee may not be required to become subject to restrictive covenants greater in scope or extent than the Employee's existing restrictive covenants. • The drag and tag rights will cease once the Company Class A Stock is publicly traded.
Final Documentation:	The final documentation related to Emergence Grants and the Final Grants (including the Stockholders Agreement) shall not contain any material restrictions, limitations or additional obligations that are not set forth in this Term Sheet or in an Executive's existing employment agreement.

FINAL VERSION

Appendix B
Form of Employment Agreement for Mark E. Ellis

[Attached.]

FINAL VERSION

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

[ ], 2016

This Second Amended and Restated Employment Agreement ("Agreement") replaces and supersedes in its entirety that First Amended and Restated Employment Agreement dated December 17, 2008, as amended on January 1, 2010 (the "Prior Agreement"), and is entered into by and between **[LINN OPERATING, INC., a Delaware corporation]** (the "Company"), and MARK E. ELLIS (the "Employee") as of the date first set forth above (the "Effective Date"), on the terms set forth herein. **[LINN ENERGY, INC., a Delaware corporation]**, and the 100% parent of the Company ("Linn Energy"), is joining in this Agreement for the limited purposes of reflecting its agreement to the matters set forth herein as to it, but such joinder is not intended to make Linn Energy the employer of the Employee for any purpose.

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Position and Duties.

1.1 Employment; Titles; Reporting. The Company agrees to continue to employ the Employee and the Employee agrees to continue employment with the Company, upon the terms and subject to the conditions provided under this Agreement. During the Employment Term (as defined in Section 2), the Employee will serve each of the Company and Linn Energy as the President and Chief Executive Officer. In such capacities, the Employee will report to the Board of Directors of Linn Energy (including any committee thereof, the "Board") and otherwise will be subject to the direction and control of the Board, and the Employee will have such duties, responsibilities and authorities as may be assigned to him by the Board from time to time and otherwise consistent with such position in a publicly traded company comparable to Linn Energy which is engaged in natural gas and oil acquisition, development and production.

1.2 Duties. During the Employment Term, the Employee will devote substantially all of his full working time to the business and affairs of the Company and Linn Energy, will use his best efforts to promote the Company's and Linn Energy's interests and will perform his duties and responsibilities faithfully, diligently and to the best of his ability, consistent with sound business practices. The Employee may be required by the Board to provide services to, or otherwise serve as an officer or director of, any direct or indirect subsidiary of the Company or to Linn Energy, as applicable. The Employee will comply with the Company's and Linn Energy's policies, codes and procedures, as they may be in effect from time to time, applicable to executive officers of the Company and Linn Energy. Subject to the preceding sentence, the Employee may, with the prior approval of the Board in each instance, engage in other business and charitable activities, provided that such charitable and/or other business activities do not violate Section **Error! Reference source not found.**, create a conflict of interest or the appearance of a conflict of interest with the Company or Linn Energy or materially interfere with the performance of his obligations to the Company or Linn Energy under this Agreement.

1.3 Place of Employment. The Employee will perform his duties under this Agreement at the Company's offices in Houston, Texas, with the likelihood of substantial business travel.

2. Term of Employment.

The term of the Employee's employment by the Company under this Agreement (the "Employment Term") commenced on the Effective Date and will continue until employment is terminated by either party under Section **Error! Reference source not found.**. The date on which the Employee's employment ends is referred to in this Agreement as the "Termination Date." For the purpose of Sections **Error! Reference source not found.** and **Error! Reference source not found.** of this Agreement, the Termination Date shall be the date upon which the Employee incurs a "separation from service" as defined in Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and regulations issued thereunder.

3. Compensation.

3.1 Base Salary. During the Employment Term, the Employee will be entitled to receive a base salary ("Base Salary") at an annual rate of not less than $900,000 for services rendered to the Company, Linn Energy, and any of its direct or indirect subsidiaries, payable in accordance with the Company's regular payroll practices. The Employee's Base Salary shall be reviewed annually by the Board and may be adjusted upward in the Board's sole discretion, but not downward.

3.2 Bonus Compensation. During the Employment Term, the Employee will be entitled to receive incentive compensation in such amounts and at such times as the Board may award to him in its sole discretion under any incentive compensation or other bonus plan or arrangement as may be established by the Board from time to time (collectively, the "Employee Bonus Plan"). Under the Employee Bonus Plan, the Board may, in its discretion, set, in advance, an annual target bonus for the Employee, which is currently set as a percentage of Base Salary. For example, for 2016, the Employee's target bonus was set at 115% of his Base Salary. The percentage of the Employee's Base Salary that the Board designates for the Employee to receive as his annual target bonus under any Employee Bonus Plan, as such percentage may be adjusted upward or downward from time to time in the sole discretion of the Board, or replaced by another methodology of determining the Employee's target bonus, is referred to herein as the Employee's "Bonus Level Percentage." The amount paid to the Employee through application of the Bonus Level Percentage is the Employee's "Bonus Level Amount." The "Annual Bonus" is the Bonus Level Amount paid to the Employee in any given year.

3.3 Long-Term Incentive Compensation. Long-term incentive compensation awards may be made to the Employee from time to time during the Employment Term by the Board in its sole discretion, whose decision will be based upon performance and award guidelines for executive officers of the Company and Linn Energy established periodically by the Board in its sole discretion.

4. Expenses and Other Benefits.

4.1 Reimbursement of Expenses. The Employee will be entitled to receive prompt reimbursement for all reasonable expenses incurred by him during the Employment Term (in accordance with the policies and practices presently followed by the Company or as may be established by the Board from time to time for the Company's and Linn Energy's senior executive officers) in performing services under this Agreement, provided that the Employee properly accounts for such expenses in accordance with the Company's and Linn Energy's policies as in effect from time to time. Such reimbursement shall be paid on or before the end of the calendar year following the calendar year in which any such reimbursable expense was incurred, and the Company shall not be obligated to pay any such reimbursement amount for which the Employee fails to submit an invoice or other documented reimbursement request at least ten business days before the end of the calendar year next following the calendar year in which the expense was incurred. Business related expenses shall be reimbursable only to the extent they were incurred during the term of the Agreement, but in no event shall the time period extend beyond the later of the lifetime of the Employee or, if longer, 20 years. The amount of such reimbursements that the Company is obligated to pay in any given calendar year shall not affect the amount the Company is obligated to pay in any other calendar year. In addition, the Employee may not liquidate or exchange the right to reimbursement of such expenses for any other benefits.

4.2 Vacation. The Employee will be entitled to paid vacation time each year during the Employment Term that will accrue in accordance with the Company's policies and procedures now in force or as such policies and procedures may be modified with respect to all senior executive officers of the Company.

4.3 Other Employee Benefits. In addition to the foregoing, during the Employment Term, the Employee will be entitled to participate in and to receive benefits as a senior executive under all of the Company's employee benefit plans, programs and arrangements available to senior executives, subject to the eligibility criteria and other terms and conditions thereof, as such plans, programs and arrangements may be duly amended, terminated, approved or adopted by the Board from time to time.

5. Termination of Employment.

5.1 Death. The Employee's employment under this Agreement will terminate upon his death.

5.2 Termination by the Company.

(a) *Terminable at Will.* The Company may terminate the Employee's employment under this Agreement at any time with or without Cause (as defined below).

(b) *Definition of Cause.* For purposes of this Agreement, the Company will have "Cause" to terminate the Employee's employment under this Agreement by reason of any of the following:

(i) the Employee's conviction of, or plea of *nolo contendere* to, any felony or to any crime or offense causing substantial harm to any of Linn Energy or its direct or indirect subsidiaries (whether or not for personal gain) or involving acts of theft, fraud, embezzlement, moral turpitude or similar conduct;

(ii) the Employee's repeated intoxication by alcohol or drugs during the performance of his duties;

(iii) the Employee's willful and intentional misuse of any of the funds of Linn Energy or its direct or indirect subsidiaries,

(iv) embezzlement by the Employee;

(v) the Employee's willful and material misrepresentations or concealments on any written reports submitted to any of Linn Energy or its direct or indirect subsidiaries;

(vi) the Employee's willful and intentional material breach of this Agreement;

(vii) the Employee's material failure to follow or comply with the reasonable and lawful written directives of the Board; or

(viii) conduct constituting a material breach by the Employee of the Company's then current (A) Code of Business Conduct and Ethics, and any other written policy referenced therein, (B) the Code of Ethics for Chief Executive Officer and senior financial officers, if applicable, provided that, in each case, the Employee knew or should have known such conduct to be a breach.

(c) *Notice and Cure Opportunity in Certain Circumstances.* The Employee may be afforded a reasonable opportunity to cure any act or omission that would otherwise constitute Cause hereunder according to the following terms: The Board shall give the Employee written notice stating with reasonable specificity the nature of the circumstances determined by the Board in its reasonable and good faith judgment to constitute Cause. If, in the reasonable and good faith judgment of the Board, the alleged breach is reasonably susceptible to cure, the Employee will have 30 days from his receipt of such notice to effect the cure of such circumstances or such breach to the reasonable and good faith satisfaction of the Board. The Board will state whether the Employee will have such an opportunity to cure in the initial notice of Cause referred to above. Prior to termination for Cause, in those instances where the initial notice of Cause states that the Employee will have an opportunity to cure, the Company shall provide an opportunity for the Employee to be heard by the Board or a Board committee designated by the Board to hear the Employee. The decision as to whether the Employee has satisfactorily cured the alleged breach shall be made at such meeting. If, in the reasonable and good faith judgment of the Board the alleged breach is not reasonably susceptible to cure, or

such circumstances or breach have not been satisfactorily cured within such 30 day cure period, such breach will thereupon constitute Cause hereunder.

5.3 Termination by the Employee.

(a) *Terminable at Will.* The Employee may terminate his employment under this Agreement at any time with or without Good Reason (as defined below).

(b) *Notice and Cure Opportunity.* If such termination is with Good Reason, the Employee will give the Company written notice, which will identify with reasonable specificity the grounds for the Employee's resignation and provide the Company with 15 days from the day such notice is given to cure the alleged grounds for resignation contained in the notice. A termination will not be for Good Reason if such notice is given by the Employee to the Company more than 30 days after the occurrence of the event that the Employee alleges is Good Reason for his termination hereunder.

(c) *Definition of Good Reason Other Than Upon a Change of Control.* For purposes of this Agreement, other than in the event of a Change of Control, "Good Reason" will mean any of the following to which the Employee will not consent in writing: (i) a reduction in the Employee's then current Base Salary or Bonus Level Percentage, or both; (ii) failure by Company to pay in full on a current basis (A) any of the compensation or benefits described in this Agreement that are due and owing, or (B) any amounts due and owing to the Employee under any long-term or short-term or other incentive compensation plans, agreements or awards; (iii) material breach of any provision of this Agreement by Company; or (iv) a reduction in position or responsibilities that in the reasonable determination of the Employee constitutes a substantial reduction in position or responsibilities.

(d) *Definition of Good Reason for Purposes of Change of Control.* For purposes of a Change of Control, "Good Reason" will mean any of the following to which the Employee will not consent in writing, but only if the Termination Date is within six months before or two years after a Change of Control: (i) reduction in either the Employee's then current Base Salary or Bonus Level Percentage, or both; (ii) failure by the Company to pay in full on a current basis (A) any of the compensation or benefits described in this Agreement that are due and owing, or (B) any amounts due and owing to the Employee under any long-term or short-term or other incentive compensation plans, agreements or awards; (iii) material breach of any provision of this Agreement by the Company; (iv) a reduction in position or responsibilities that in the reasonable determination of the Employee constitutes a substantial reduction in position or responsibilities; or (v) a relocation of the Employee's primary place of employment to a location more than 50 miles from the Company's location on the day immediately preceding the Change of Control.

5.4 Notice of Termination. Any termination of the Employee's employment by the Company or by the Employee during the Employment Term (other than termination pursuant to Section 5.1) will be communicated by written Notice of Termination to the other party hereto in accordance with Section 8.7. For purposes of this Agreement, a "Notice of Termination" means a written notice that (a) indicates the specific termination provision in this Agreement relied upon, (b) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to

provide a basis for termination of the Employee's employment under the provision so indicated, and (c) if the Termination Date (as defined herein) is other than the date of receipt of such notice, specifies the Termination Date (which Termination Date will be not more than 30 days after the giving of such notice).

5.5 Disability. If the Company determines in good faith that the Disability (as defined herein) of the Employee has occurred during the Employment Term, it may, without breaching this Agreement, give to the Employee written notice in accordance with Section 5.4 of its intention to terminate the Employee's employment. In such event, the Employee's employment with the Company will terminate effective on the 15th day after receipt of such notice by the Employee, provided that, within the 15 days after such receipt, the Employee will not have returned to full-time performance of the Employee's duties.

"Disability" means the earlier of (a) written determination by a physician selected by the Company and reasonably agreed to by the Employee that the Employee has been unable to perform substantially the Employee's usual and customary duties under this Agreement for a period of at least 120 consecutive days or a non-consecutive period of 180 days during any 12-month period as a result of incapacity due to mental or physical illness or disease; and (b) "disability" as such term is defined in the Company's applicable long-term disability insurance plan.

At any time and from time to time, upon reasonable request therefor by the Company, the Employee will submit to reasonable medical examination for the purpose of determining the existence, nature and extent of any such disability. Any physician selected by Company shall be Board Certified in the appropriate field, shall have no actual or potential conflict of interest, and may not be a physician who has been retained by the Company for any purpose within the prior three years.

6. Compensation of the Employee Upon Termination. Subject to the provisions of Section 6.8, the Employee shall be entitled to receive the amount specified upon the termination events designated below:

6.1 Death. If the Employee's employment under this Agreement is terminated by reason of his death, the Company shall pay to the person or persons designated by the Employee for that purpose in a notice filed with the Company, or, if no such person will have been so designated, to his estate, in a lump sum within 30 days following the Termination Date, the amount of:

(a) the Employee's accrued but unpaid then current Base Salary through the Termination Date, payable,

plus

(b) the unpaid Bonus Level Amount, if any, with respect to the last full year during which the Employee was employed by the Company determined as follows:

(i) If the Employee was employed for the entire previous year but the Termination Date occurred prior to the Board finally determining the Bonus Level

Amount for the preceding year, then the Company's performance will be deemed to have been such that the Employee would have been awarded 100% of his Bonus Level Percentage for that year (the "Deemed Full Year Bonus Amount");

or

(ii) If the Employee was employed for the entire previous year and the Board had already finally determined the Bonus Level Amount for the preceding year by the Termination Date but the Company had not yet paid the Employee his Bonus Level Amount, then the Bonus Level Amount will be that Bonus Level Amount determined by the Board (the "Actual Full Year Bonus Amount");

plus

(iii) an amount representing a deemed bonus for the fiscal year in which the Termination Date occurs, which is equal to the Bonus Level Amount that would be received by the Employee if the Company's performance for the year is deemed to be at the level entitling the Employee to 100% of his Bonus Level Percentage and then multiplying the Bonus Level Amount resulting from applying 100% of his Bonus Level Percentage by a fraction, the numerator of which is the number of days from the first day of the fiscal year of the Company in which such termination occurs through and including the Termination Date and the denominator of which is 365 ("Deemed Pro Rata Bonus Amount");

plus

(c) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement.

Thereafter, the Company will have no further obligation to the Employee under this Agreement, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company and any payments or benefits required to be made or provided under applicable law.

Notwithstanding any other provision of this Agreement, on the Employee's death, all granted but unvested long-term incentive awards shall immediately vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests (as defined in that certain Employee Incentive Plan Term Sheet, dated []) will only vest to the extent the applicable performance condition is satisfied (i) on the Termination Date, or (ii) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the date the Reorganization (as defined below) became effective (the "Emergence Date"), or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

6.2 Disability. In the event of the Employee's termination by reason of Disability pursuant to Section 5.5, the Employee will continue to receive his Base Salary in effect immediately prior to the Termination Date and participate in applicable employee benefit plans or programs of the Company (on an equivalent basis to those employee benefit plans or

programs provided under Section 6.4(a)(iv) below) through the Termination Date, subject to offset dollar-for-dollar by the amount of any disability income payments provided to the Employee under any Company disability policy or program funded by the Company, and the Company shall pay the Employee the following amounts in a lump sum within 30 days following the Termination Date: the sum of (a) the Employee's accrued but unpaid then current Base Salary through the Termination Date, *plus* (b) either the (i) unpaid Actual Full Year Bonus Amount, if any, or (ii) the Deemed Full Year Bonus Amount, if applicable, *plus* (c) the Employee's Deemed Pro Rata Bonus Amount, *plus* (d) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement, and the Company thereafter will have no further obligation to the Employee under this Agreement, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company and any payments or benefits required to be made or provided under applicable law.

Notwithstanding any other provision of this Agreement, on the Employee's Termination on account of Disability, all granted but unvested long-term incentive awards shall immediately vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests will only vest to the extent the applicable performance condition is satisfied (i) on the Termination Date, or (ii) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the Emergence Date, or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

6.3 By the Company for Cause or the Employee Without Good Reason. If the Employee's employment is terminated by the Company for Cause, or if the Employee terminates his employment other than for Good Reason, the Employee will receive (a) the Employee's accrued but unpaid then current Base Salary through the Termination Date, payable in a lump sum within 30 days following the Termination Date, and (b) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement, payable in a lump sum within 30 days following the Termination Date, and the Company thereafter will have no further obligation to the Employee under this Agreement, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company, and any payments or benefits required to be made or provided under applicable law. Notwithstanding anything in this Agreement to the contrary, no bonus will be paid to the Employee for a termination of his employment under this Section 6.3.

6.4 By the Employee for Good Reason or the Company Without Cause.

(a) *Severance Benefits on Non-Change of Control Termination*. Subject to the provisions of Section 6.4(b) and Section 6.4(c)(v), if prior to the date that precedes a Change of Control by at least six months, or more than two years after the occurrence of a Change of Control (as defined below), the Company terminates the Employee's employment without Cause, or the Employee terminates his employment for Good Reason, then the Employee will be entitled to the following benefits (the "Severance Benefits") payable in a lump sum within 30 days following the Termination Date:

(i) an amount equal to (A) the Employee's accrued but unpaid then current Base Salary through the Termination Date, *plus* (B) either (x) the unpaid Actual Full Year Bonus Amount, if any, or (y) the Deemed Full Year Bonus Amount, if applicable, *plus* (C) the Employee's Deemed Pro Rata Bonus Amount, if any, *plus* (D) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement;

plus

(ii) with respect to any termination event described in this paragraph (a) of Section 6.4, a single lump sum equal to two times the sum of (A) Employee's annual Base Salary at the highest rate in effect at any time during the 36-month period immediately preceding the Termination Date, *plus* (B) the Deemed Full Year Bonus Amount, payable within 30 days of the Termination Date.

(iii) In addition, the Company will pay the "Company's portion" (as set defined below) of the Employee's COBRA continuation coverage (the "COBRA Coverage") for the duration of the "maximum required period" as such period is set forth under COBRA and the applicable regulations. Following such period, the Company shall permit the Employee (including his spouse and dependents) to (A) continue to participate in the Company's group health plan if permitted under such plan, (B) convert the Company's group health plan to an individual policy, or (C) obtain other similar coverage, in each case for up to an additional six months after the expiration of the "maximum required period" by the Employee paying one-hundred percent of the premiums for medical, dental and/or vision coverage on an after-tax basis ("Medical Benefits"). Notwithstanding the foregoing, the benefits described in this Section 6.4(a)(iii) may be discontinued by the Company prior to the end of the period provided in this subsection (iii) to the extent, but only to the extent, that the Employee receives substantially similar benefits from a subsequent employer.

(iv) Following the end of the COBRA "maximum required period" provided under the Company's group health plan (the "Benefit Measurement Date"), the Company shall, as a separate obligation, reimburse the Employee for any medical premium expenses incurred to purchase the Medical Benefits under the preceding Section 6.4(a)(iii), but only to the extent such expenses constitute the "Company's portion" of the premiums for continued Medical Benefits (which amount shall be referred to herein as the "Medical Reimbursement").

The "Company's portion" of COBRA Coverage and of premiums for any continuing Medical Benefits shall be the difference between one hundred percent of the COBRA Coverage or Medical Benefits premium, as the case may be, and the dollar amount of medical premium expenses paid for the same type or types of Company medical benefits by a similarly situated employee on the Termination Date.

The premiums available for Medical Reimbursement under Section 6.4(a)(iv) in any calendar year will not be increased or decreased to reflect the amount actually reimbursed in a prior or subsequent calendar year, and all Medical Reimbursements under this paragraph will be

paid to the Employee within 30 days following the Company's receipt of a premium payment for Medical Benefits.

(v) All of the Employee's granted but unvested long-term incentive awards shall immediately vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests will only vest to the extent the applicable performance condition is satisfied (A) on the Termination Date, or (B) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the Emergence Date, or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

(b) *Change of Control Benefits*. Subject to the provisions of Section 6.4(c)(v), if a Change of Control has occurred and the Employee's employment was terminated by the Company without Cause, or by the Employee for Good Reason as defined in Section 5.3(d), during the period beginning six months prior to the Change of Control and ending two years following the Change of Control (an "Eligible Termination"), then in lieu of the Severance Benefits under Section 6.4(a), the Employee will be entitled to benefits (the "Change of Control Benefits") with respect to an Eligible Termination, as follows:

(i) Amounts identical to those set forth in Sections 6.4(a)(i) and 6.4(a)(ii), except that the amount described in Section 6.4(a)(ii) will be equal to three times the sum of (A) the Employee's annual Base Salary at the highest rate in effect at any time during the 36-month period immediately preceding the Termination Date, *plus* (B) the highest Annual Bonus that the Employee was paid in the 36 months immediately preceding the Change of Control, payable in a single lump sum within 30 days following the Termination Date; provided, however, that if the Termination Date preceded the Change of Control, then the Change of Control Benefits will be payable within the later of 30 days following the Termination Date and 30 days following the Change of Control;

(ii) The Company will pay the same COBRA Coverage described in Section 6.4(a)(iii), except that the term of the Medical Benefits following the Benefit Measurement Date, with respect to both the Employee's right to participate in a health insurance policy as set forth in Section 6.4(a)(iii) and the Company's Medical Reimbursement obligation as set forth in Section 6.4(a)(iv), shall be 18 months instead of six months. Notwithstanding the foregoing, the benefits described in this Section 6.4(b)(ii) may be discontinued by the Company prior to the end of the period provided in this subsection (ii) to the extent, but only to the extent, that the Employee receives substantially similar benefits from a subsequent employer.

(iii) All of the Employee's granted but unvested long-term incentive awards shall immediately vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests will only vest to the extent the applicable performance condition is satisfied (A) on the Termination Date, or (B) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the Emergence Date, or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

The foregoing notwithstanding, if the Termination Date preceded the Change of Control, the amount of Severance Benefits to which the Employee will be entitled will be the difference between the Severance Benefits already paid to the Employee, if any, under Section 6.4(a) and the Severance Benefits to be paid under this Section 6.4(b).

(c) *Definition of Change of Control.* For purposes of this Agreement, a "Change of Control" will mean the first to occur of:

(i) [The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 35% or more of either (A) the then-outstanding equity interests of Linn Energy (the "Outstanding Linn Energy Equity") or (B) the combined voting power of the then-outstanding voting securities of Linn Energy entitled to vote generally in the election of directors (the "Outstanding Linn Energy Voting Securities"); provided, however, that, for purposes of this Section 6.4(c)(i), the following acquisitions will not constitute a Change of Control: (1) any acquisition directly from Linn Energy, (2) any acquisition by Linn Energy, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Linn Energy or any affiliated company, or (4) any acquisition by any corporation or other entity pursuant to a transaction that complies with Section 6.4(c)(iii)(A), Section 6.4(c)(iii)(B) or Section 6.4(c)(iii)(C);

(ii) Any time at which individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by Linn Energy's Unitholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board will be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Incumbent Board;

(iii) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving Linn Energy or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of Linn Energy, or the acquisition of assets or equity interests of another entity by Linn Energy or any of its subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Linn Energy Equity and the Outstanding Linn Energy Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding equity interests and the combined voting power of the then-outstanding voting securities entitled to vote

generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation or other entity that, as a result of such transaction, owns Linn Energy or all or substantially all of Linn Energy's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Linn Energy Equity and the Outstanding Linn Energy Voting Securities, as the case may be, (B) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of Linn Energy or such corporation or other entity resulting from such Business Combination) beneficially owns, directly or indirectly, 35% or more of, respectively, the then-outstanding equity interests of the corporation or other entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation or other entity, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors of the corporation or equivalent body of any other entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) Consummation of a complete liquidation or dissolution of Linn Energy.][1]

(v) For the avoidance of doubt, the restructuring of Linn Energy, LLC and certain of its affiliates under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (Case No. 16-60040) (the "Reorganization") will not constitute a "Change of Control."

(d) *Conditions to Receipt of Severance Benefits.*

(i) Release. As a condition to receiving any Severance Benefits or Change of Control Benefits to which the Employee may otherwise be entitled under Section 6.4(a) or Section 6.4(b), the Employee will execute a release (the "Release"), which will include an affirmation of the restrictive covenants set forth in Section 7 and a non-disparagement provision, in a form and substance satisfactory to the Company, of any claims, whether arising under federal, state or local statute, common law or otherwise, against the Company and its direct or indirect subsidiaries which arise or may have arisen on or before the date of the Release, other than any claims under this Agreement, any claim to vested benefits under an employee benefit plan, any claim arising after the execution of the Release or any rights to indemnification from the Company and its direct or indirect subsidiaries pursuant to any provisions of the Company's (or any of its subsidiaries') organizational documents or any directors and officers liability insurance policies maintained by the Company. The Company will provide the Release to the Employee for signature within ten days after the Termination

[1] NTD: To confirm whether any changes are necessary in light of the changes to the corporate structure.

Date. If the Company has provided the Release to the Employee for signature within ten days after the Termination Date and if the Employee fails or otherwise refuses to execute the Release within a reasonable time after the Company has provided the Release to the Employee, and, in all events no later than 60 days after the Termination Date and prior to the date on which such benefits are to be first paid to him, the Employee will not be entitled to any Severance Benefits or Change of Control Benefits, as the case may be, or any other benefits provided under this Agreement and the Company will have no further obligations with respect to the provision of those benefits except as may be required by law. Such Release shall be void *ab initio*, if Company thereafter fails to fully and timely pay all compensation and benefits due to the Employee under this Agreement.

(ii) *Limitation on Benefits.* If, following a termination of employment that gives the Employee a right to the payment of Severance Benefits under Section 6.4(a) or Section 6.4(b), the Employee violates in any material respect any of the covenants in Section 7 or as otherwise set forth in the Release, the Employee will have no further right or claim to any payments or other benefits to which the Employee may otherwise be entitled under Section 6.4(a) or Section 6.4(b) from and after the date on which the Employee engages in such activities and the Company will have no further obligations with respect to such payments or benefits, and the covenants in Section 7 will nevertheless continue in full force and effect.

6.5 Severance Benefits Not Includable for Employee Benefits Purposes. Except to the extent the terms of any applicable benefit plan, policy or program provide otherwise, any benefit programs of the Company that take into account the Employee's income will exclude any and all Severance Benefits and Change of Control Benefits provided under this Agreement.

6.6 Exclusive Severance Benefits. The Severance Benefits payable under Section 6.4(a) or the Change of Control Benefits payable under Section 6.4(b), if they become applicable under the terms of this Agreement, will be in lieu of any other severance or similar benefits that would otherwise be payable under any other agreement, plan, program or policy of the Company.

6.7 Code Section 280G; Code Section 409A. Notwithstanding anything in this Agreement to the contrary:

(a) If any of the payments or benefits received or to be received by the Employee (including, without limitation, any payment or benefits received in connection with a Change of Control or the Employee's termination of employment, whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement, or otherwise) (all such payments collectively referred to herein as the ("280G Payments") constitute "parachute payments" within the meaning of Section 280G of the Code and would, but for this Section 6.7(a), be subject to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then prior to making the 280G Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Employee of the 280G Payments after payment of the Excise Tax to (ii) the Net Benefit to the Employee if the 280G Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the 280G Payments be reduced to the minimum extent necessary to ensure that no

portion of the 280G Payments is subject to the Excise Tax. **"**Net Benefit**"** shall mean the present value of the 280G Payments net of all federal, state, local, foreign income, employment, and excise taxes. Any reduction made pursuant to this Section 6.7(a) shall be made in a manner determined by the Company that is consistent with the requirements of Section 409A of the Code and that maximizes the Employee's economic position and after-tax income; for the avoidance of doubt, the Employee shall not have any discretion in determining the manner in which the payments and benefits are reduced.

(b) In the event that any benefits payable or otherwise provided under this Agreement would be deemed to constitute non-qualified deferred compensation subject to Section 409A of the Code, Linn Energy or the Company, as the case may be, will have the discretion to adjust the terms of such payment or benefit (but not the amount or value thereof) as reasonably necessary to comply with the requirements of Section 409A of the Code to avoid the imposition of any excise tax or other penalty with respect to such payment or benefit under Section 409A of the Code.

6.8 Timing of Payments by the Company. Notwithstanding anything in this Agreement to the contrary, in the event that the Employee is a "specified employee" (as determined under Section 409A of the Code) at the time of the separation from service triggering the payment or provision of benefits, any payment or benefit under this Agreement which is determined to provide for a deferral of compensation pursuant to Section 409A of the Code shall not commence being paid or made available to the Employee until after six months from the Termination Date that constitutes a separation from service within the meaning of Code Section 409A.

7. Restrictive Covenants.

7.1 Confidential Information. The Employee hereby acknowledges that in connection with his employment by the Company he will be exposed to and may obtain certain Confidential Information (as defined below) (including, without limitation, procedures, memoranda, notes, records and customer and supplier lists whether such information has been or is made, developed or compiled by the Employee or otherwise has been or is made available to him) regarding the business and operations of the Company and its subsidiaries or affiliates. The Employee further acknowledges that such Confidential Information is unique, valuable, considered trade secrets and deemed proprietary by the Company. For purposes of this Agreement, "Confidential Information" includes, without limitation, any information heretofore or hereafter acquired, developed or used by any of the Company, Linn Energy or their direct or indirect subsidiaries relating to Business Opportunities or Intellectual Property or other geological, geophysical, economic, financial or management aspects of the business, operations, properties or prospects of the Company, Linn Energy or their direct or indirect subsidiaries, whether oral or in written form. The Employee agrees that all Confidential Information is and will remain the property of the Company, Linn Energy or their direct or indirect subsidiaries, as the case may be. The Employee further agrees, except for disclosures occurring in the good faith performance of his duties for the Company, Linn Energy or their direct or indirect subsidiaries, during the Employment Term, the Employee will hold in the strictest confidence all Confidential Information, and will not, both during the Employment Term and for a period of five years after the Termination Date, directly or indirectly, duplicate, sell, use, lease, commercialize, disclose or

otherwise divulge to any person or entity any portion of the Confidential Information or use any Confidential Information, directly or indirectly, for his own benefit or profit or allow any person, entity or third party, other than the Company, Linn Energy or their direct or indirect subsidiaries and authorized executives of the same, to use or otherwise gain access to any Confidential Information. The Employee will have no obligation under this Agreement with respect to any information that becomes generally available to the public other than as a result of a disclosure by the Employee or his agent or other representative or becomes available to the Employee on a non-confidential basis from a source other than the Company, Linn Energy or their direct or indirect subsidiaries. Further, the Employee will have no obligation under this Agreement to keep confidential any of the Confidential Information to the extent that a disclosure of it is required by law or is consented to by the Company or Linn Energy; provided, however, that if and when such a disclosure is required by law, the Employee promptly will provide the Company with notice of such requirement, so that the Company may seek an appropriate protective order.

(a) SEC Provisions. The Employee understands that nothing contained in this Agreement limits the Employee's ability to file a charge or complaint with the Securities and Exchange Commission ("SEC"). The Employee further understands that this Agreement does not limit the Employee's ability to communicate with the SEC or otherwise participate in any investigation or proceeding that may be conducted by the SEC, including providing documents or other information, without notice to the Company. This Agreement does not limit the Employee's right to receive an award for information provided to the SEC. This Section 7.1(a) applies only for the period of time that the Company is subject to the Dodd-Frank Act.

(b) Trade Secrets. The parties specifically acknowledge that 18 U.S.C. § 1833(b) provides: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, notwithstanding anything to the contrary in the foregoing, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law

7.2 Return of Property. The Employee agrees to deliver promptly to the Company, upon termination of his employment hereunder, or at any other time when the Company so requests, all documents relating to the business of the Company, Linn Energy or their direct or indirect subsidiaries, including without limitation: all geological and geophysical reports and related data such as maps, charts, logs, seismographs, seismic records and other reports and related data, calculations, summaries, memoranda and opinions relating to the foregoing, production records, electric logs, core data, pressure data, lease files, well files and records, land files, abstracts, title opinions, title or curative matters, contract files, notes, records, drawings, manuals, correspondence, financial and accounting information, customer lists, statistical data and compilations, patents, copyrights, trademarks, trade names, inventions, formulae, methods,

processes, agreements, contracts, manuals or any documents relating to the business of the Company, Linn Energy or their direct or indirect subsidiaries and all copies thereof and therefrom; provided, however, that the Employee will be permitted to retain copies of any documents or materials of a personal nature or otherwise related to the Employee's rights under this Agreement, copies of this Agreement and any attendant or ancillary documents specifically including any documents referenced in this Agreement and copies of any documents related to the Employee's long-term incentive awards and other compensation.

7.3 Non-Compete Obligations.

(a) *Non-Compete Obligations During Employment Term.* The Employee agrees that during the Employment Term:

(i) the Employee will not, other than through the Company, engage or participate in any manner, whether directly or indirectly through any family member or as an employee, employer, consultant, agent, principal, partner, more than 1% shareholder, officer, director, licensor, lender, lessor or in any other individual or representative capacity, in any business or activity which is engaged in leasing, acquiring, exploring, producing, gathering or marketing hydrocarbons and related products; provided that the foregoing shall not be deemed to restrain the participation by the Employee's spouse in any capacity set forth above in any business or activity engaged in any such activity and provided further that Linn Energy or the Company may, in good faith, take such reasonable action with respect to the Employee's performance of his duties, responsibilities and authorities as set forth in Sections 1.1 and 1.2 of this Agreement as it deems necessary and appropriate to protect its legitimate business interests with respect to any actual or apparent conflict of interest reasonably arising from or out of the participation by the Employee's spouse in any such competitive business or activity; and

(ii) all investments made by the Employee (whether in his own name or in the name of any family members or other nominees or made by the Employee's controlled affiliates), which relate to the leasing, acquisition, exploration, production, gathering or marketing of hydrocarbons and related products will be made solely through the Company; and the Employee will not (directly or indirectly through any family members or other persons), and will not permit any of his controlled affiliates to: (A) invest or otherwise participate alongside the Company or its direct or indirect subsidiaries in any Business Opportunities, or (B) invest or otherwise participate in any business or activity relating to a Business Opportunity, regardless of whether any of the Company or its direct or indirect subsidiaries ultimately participates in such business or activity, in either case, except through the Company. Notwithstanding the foregoing, nothing in this Section 7.3 shall be deemed to prohibit the Employee or any family member from owning, or otherwise having an interest in, less than 1% of any publicly owned entity or 3% or less of any private equity fund or similar investment fund that invests in any business or activity engaged in any of the activities set forth above, provided that the Employee has no active role with respect to any investment by such fund in any entity.

(b) *Non-Compete Obligations After Termination Date.* The Employee agrees that some restrictions on the Employee's activities after the Employee's employment are

necessary to protect the goodwill, Confidential Information, and other legitimate interests of the Company and its direct and indirect subsidiaries. Following the Effective Date, the Company will provide the Employee with access to and knowledge of Confidential Information and trade secrets and will place the Employee in a position of trust and confidence with the Company, and the Employee will benefit from the Company's goodwill. The restrictive covenants below are necessary to protect the Company's legitimate business interests in its Confidential Information, trade secrets and goodwill. The Employee further understands and acknowledges that the Company's ability to reserve these for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company and that the Company would be irreparably harmed if the Employee violates the restrictive covenants below. In recognition of the consideration provided to the Employee as well as the imparting to the Employee of Confidential Information, including trade secrets, and for other good and valuable consideration, the Employee hereby agrees that the Employee will not engage or participate in any manner, whether directly or indirectly, through any family member or other person or as an employee, employer, consultant, agent principal, partner, more than 1% shareholder, officer, director, licensor, lender, lessor or in any other individual or representative capacity during the one year period following the Termination Date, in any business or activity which is in direct competition with the business of the Company or its direct or indirect subsidiaries in the leasing, acquiring, exploring, producing, gathering or marketing of hydrocarbons and related products within the boundaries of, or within a two-mile radius of the boundaries of, any mineral property interest of any of the Company or its direct or indirect subsidiaries (including, without limitation, a mineral lease, overriding royalty interest, production payment, net profits interest, mineral fee interest or option or right to acquire any of the foregoing, or an area of mutual interest as designated pursuant to contractual agreements between the Company and any third party) or any other property on which any of the Company or its direct or indirect subsidiaries has an option, right, license or authority to conduct or direct exploratory activities, such as three-dimensional seismic acquisition or other seismic, geophysical and geochemical activities (but not including any preliminary geological mapping), as of the Termination Date or as of the end of the six-month period following such Termination Date; provided that, this Section 7.3(b) will not preclude the Employee from making investments in securities of oil and gas companies which are registered on a national stock exchange, if (A) the aggregate amount owned by the Employee and all family members and affiliates does not exceed 5% of such company's outstanding securities, and (B) the aggregate amount invested in such investments by the Employee and all family members and affiliates after the date hereof does not exceed $500,000.

Notwithstanding the foregoing, nothing in this Section 7.3 shall be deemed to restrain the participation by the Employee's spouse in any capacity set forth above in any business or activity described above.

(c) *Not Applicable Following Change of Control Termination.* The Employee will not be subject to the covenants contained in Section 7.3(b) and such covenants will not be enforceable against the Employee from and after the date of an Eligible Termination if such Eligible Termination occurs within six months before or two years after a Change of Control.

7.4 Non-Solicitation

(a) *Non-Solicitation Other than Following a Change of Control Termination*. During the Employment Term and for a period of one year after the Termination Date, the Employee will not, whether for his own account or for the account of any other Person (other than the Company or its direct or indirect subsidiaries), (i) intentionally solicit, endeavor to entice away from the Company or its direct or indirect subsidiaries, or otherwise interfere with the relationship of the Company or its direct or indirect subsidiaries with, any person who is employed by the Company or its direct or indirect subsidiaries (including any independent sales representatives or organizations), or (ii) using Confidential Information, solicit, endeavor to entice away from the Company or its direct or indirect subsidiaries, or otherwise interfere with the relationship of the Company or its direct or indirect subsidiaries with, any client or customer of the Company or its direct or indirect subsidiaries in direct competition with the Company.

(b) *Not Applicable Following Change of Control Termination*. The Employee will not be subject to the covenants contained in Section 7.4(a) and such covenants will not be enforceable against the Employee from and after the date of an Eligible Termination if such Eligible Termination occurs within six months before or two years following a Change of Control.

7.5 Assignment of Developments. The Employee assigns and agrees to assign without further compensation to the Company and its successors, assigns or designees, all of the Employee's right, title and interest in and to all Business Opportunities and Intellectual Property (as those terms are defined below), and further acknowledges and agrees that all Business Opportunities and Intellectual Property constitute the exclusive property of the Company.

For purposes of this Agreement, "Business Opportunities" means all business ideas, prospects, proposals or other opportunities pertaining to the lease, acquisition, exploration, production, gathering or marketing of hydrocarbons and related products and the exploration potential of geographical areas on which hydrocarbon exploration prospects are located, which are developed by the Employee during the Employment Term, or originated by any third party and brought to the attention of the Employee during the Employment Term, together with information relating thereto (including, without limitation, geological and seismic data and interpretations thereof, whether in the form of maps, charts, logs, seismographs, calculations, summaries, memoranda, opinions or other written or charted means).

For purposes of this Agreement, "Intellectual Property" shall mean all ideas, inventions, discoveries, processes, designs, methods, substances, articles, computer programs and improvements (including, without limitation, enhancements to, or further interpretation or processing of, information that was in the possession of the Employee prior to the date of this Agreement), whether or not patentable or copyrightable, which do not fall within the definition of Business Opportunities, which the Employee discovers, conceives, invents, creates or develops, alone or with others, during the Employment Term, if such discovery, conception, invention, creation or development (a) occurs in the course of the Employee's employment with the Company, or (b) occurs with the use of any of the time, materials or facilities of the Company or its direct or indirect subsidiaries, or (c) in the good faith judgment of the Board,

relates or pertains in any material way to the purposes, activities or affairs of the Company or its direct or indirect subsidiaries.

7.6 Injunctive Relief. The Employee acknowledges that a breach of any of the covenants contained in this Section 7 may result in material, irreparable injury to the Company for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat of breach, the Company will be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction restraining the Employee from engaging in activities prohibited by this Section 7 or such other relief as may be required to specifically enforce any of the covenants in this Section 7.

7.7 Adjustment of Covenants. The parties consider the covenants and restrictions contained in this Section 7 to be reasonable. However, if and when any such covenant or restriction is found to be void or unenforceable and would have been valid had some part of it been deleted or had its scope of application been modified, such covenant or restriction will be deemed to have been applied with such modification as would be necessary and consistent with the intent of the parties to have made it valid, enforceable and effective.

7.8 Forfeiture Provision.

(a) *Detrimental Activities.* If the Employee engages in any activity that violates any covenant or restriction contained in this Section 7, in addition to any other remedy the Company may have at law or in equity, (i) the Employee will be entitled to no further payments or benefits from the Company under this Agreement or otherwise, except for any payments or benefits required to be made or provided under applicable law, (ii) all unexercised Unit options, restricted Units and other forms of equity compensation held by or credited to the Employee will terminate effective as of the date on which the Employee engages in that activity, unless terminated sooner by operation of another term or condition of this Agreement or other applicable plans and agreements, and (iii) any exercise, payment or delivery pursuant to any equity compensation award that occurred within one year prior to the date on which the Employee engages in that activity may be rescinded within one year after the first date that a majority of the members of the Board first became aware that the Employee engaged in that activity. In the event of any such rescission, the Employee will pay to the Company the amount of any gain realized or payment received as a result of the rescinded exercise, payment or delivery, in such manner and on such terms and conditions as may be required.

(b) *Right of Setoff.* The Employee consents to a deduction from any amounts the Company owes the Employee from time to time (including amounts owed as wages or other compensation, fringe benefits, or vacation pay, as well as any other amounts owed to the Employee by the Company), to the extent of the amounts the Employee owes the Company under Section 7.8(a) (above). Whether or not the Company elects to make any setoff in whole or in part, if the Company does not recover by means of setoff the full amount the Employee owes, calculated as set forth above, the Employee agrees to pay immediately the unpaid balance to the Company. In the discretion of the Board, reasonable interest may be assessed on the amounts owed, calculated from the later of (i) the date the Employee engages in the prohibited activity and (ii) the applicable date of exercise, payment or delivery.

(c) *Forfeiture by Company.* In the event that Company fails to timely and fully pay to the Employee all Severance Benefits or Change of Control Benefits due under this Agreement, then Company shall forfeit all right to enforce this Section 7.

8. Miscellaneous.

8.1 Assignment; Successors; Binding Agreement. This Agreement may not be assigned by either party, whether by operation of law or otherwise, without the prior written consent of the other party, except that any right, title or interest of the Company arising out of this Agreement may be assigned to any corporation or entity controlling, controlled by, or under common control with the Company, or succeeding to the business and substantially all of the assets of the Company or any affiliates for which the Employee performs substantial services. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, legatees, devisees, personal representatives, successors and assigns. The Company shall obtain from any successor or other person or entity acquiring a majority of the Company's assets or Units a written agreement to perform all terms of this Agreement.

8.2 Modification and Waiver. Except as otherwise provided below, no provision of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is duly approved by the Board and is agreed to in writing by the Employee and such officer(s) as may be specifically authorized by the Board to effect it. No waiver by any party of any breach by any other party of, or of compliance with, any term or condition of this Agreement to be performed by any other party, at any time, will constitute a waiver of similar or dissimilar terms or conditions at that time or at any prior or subsequent time.

8.3 Entire Agreement. This Agreement, together with any attendant or ancillary documents, specifically including, but not limited to (a) all documents referenced in this Agreement and (b) the written policies and procedures of the Company, embodies the entire understanding of the parties hereto, and, upon the Effective Date, will supersede all other oral or written agreements or understandings between them regarding the subject matter hereof, including the Prior Agreement. No agreement or representation, oral or otherwise, express or implied, with respect to the subject matter of this Agreement, has been made by either party which is not set forth expressly in this Agreement or the other documents referenced in this Section 8.3.

8.4 Governing Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of Texas other than the conflict of laws provision thereof.

8.5 Consent to Jurisdiction; Service of Process; Waiver of Jury Trial.

(a) *Disputes.* In the event of any dispute, controversy or claim between the Company and the Employee arising out of or relating to the interpretation, application or enforcement of the provisions of this Agreement, the Company and the Employee agree and consent to the personal jurisdiction of the state and local courts of Harris County, Texas and/or the United States District Court for the Southern District of Texas, Houston Division for

resolution of the dispute, controversy or claim, and that those courts, and only those courts, shall have any jurisdiction to determine any dispute, controversy or claim related to, arising under or in connection with this Agreement. The Company and the Employee also agree that those courts are convenient forums for the parties to any such dispute, controversy or claim and for any potential witnesses and that process issued out of any such court or in accordance with the rules of practice of that court may be served by mail or other forms of substituted service to the Company at the address of its principal executive offices and to the Employee at his last known address as reflected in the Company's records.

(b) *Waiver of Right to Jury Trial*.

THE COMPANY AND THE EMPLOYEE HEREBY VOLUNTARILY, KNOWINGLY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY TO ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AS WELL AS TO ALL CLAIMS ARISING OUT OF THE EMPLOYEE'S EMPLOYMENT WITH THE COMPANY OR TERMINATION THEREFROM INCLUDING, BUT NOT LIMITED TO:

(i) Any and all claims and causes of action arising under contract, tort or other common law including, without limitation, breach of contract, fraud, estoppel, misrepresentation, express or implied duties of good faith and fair dealing, wrongful discharge, discrimination, retaliation, harassment, negligence, gross negligence, false imprisonment, assault and battery, conspiracy, intentional or negligent infliction of emotional distress, slander, libel, defamation and invasion of privacy.

(ii) Any and all claims and causes of action arising under any federal, state or local law, regulation or ordinance, including, without limitation, claims arising under Title VII of the Civil Rights Act of 1964, the Pregnancy Discrimination Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act and all corresponding state laws.

(iii) Any and all claims and causes of action for wages, employee benefits, vacation pay, severance pay, pension or profit sharing benefits, health or welfare benefits, bonus compensation, commissions, deferred compensation or other remuneration, employment benefits or compensation, past or future loss of pay or benefits or expenses.

8.6 Withholding of Taxes. The Company will withhold from any amounts payable under the Agreement all federal, state, local or other taxes as legally will be required to be withheld.

8.7 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below (or to

such other addresses and facsimile numbers as a party may designate by notice to the other parties).

To the Company:

[

]

To the Employee:

At the address reflected in the Company's written records.

Addresses may be changed by written notice sent to the other party at the last recorded address of that party.

8.8 Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

8.10 Headings. The headings used in this Agreement are for convenience only, do not constitute a part of the Agreement, and will not be deemed to limit, characterize, or affect in any way the provisions of the Agreement, and all provisions of the Agreement will be construed as if no headings had been used in the Agreement.

8.11 Construction. As used in this Agreement, unless the context otherwise requires: (a) the terms defined herein will have the meanings set forth herein for all purposes; (b) references to "Section" are to a section hereof; (c) "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; (d) "writing," "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; (e) "hereof," "herein," "hereunder" and comparable terms refer to the entirety of this Agreement and not to any particular section or other subdivision hereof or attachment hereto; (f) references to any gender include references to all genders; and (g) references to any agreement or other instrument or statute or regulation are referred to as amended or supplemented from time to time (and, in the case of a statute or regulation, to any successor provision).

8.12 Capacity; No Conflicts. The Employee represents and warrants to the Company that: (a) he has full power, authority and capacity to execute and deliver this Agreement, and to perform his obligations hereunder, (b) such execution, delivery and performance will not (and with the giving of notice or lapse of time, or both, would not) result in the breach of any agreement or other obligation to which he is a party or is otherwise bound, and (c) this

Agreement is his valid and binding obligation, enforceable in accordance with its terms. The Employee warrants and represents that he has actual authority to enter into this Agreement as the authorized act of the indicated entities.

[Signature page follows]

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

[LINN OPERATING, INC.]

By: _____
Name:
Title:

EMPLOYEE

_____
Mark E. Ellis

For the limited purposes set forth herein:

[LINN ENERGY, INC.]

By: _____
Name:
Title:

FINAL VERSION

Appendix C

Form of Employment Agreement for

David B. Rottino, Arden L. Walker, Jr., Thomas E. Emmons, Jamin McNeil and Candice J. Wells

[Attached.]

FINAL VERSION

[SECOND AMENDED AND RESTATED][THIRD AMENDED AND RESTATED] EMPLOYMENT AGREEMENT

[ ], 2016

[This Second Amended and Restated Employment Agreement ("Agreement") replaces and supersedes in its entirety that First Amended and Restated Employment Agreement dated December 17, 2008, as amended on April 26, 2011 (the "Prior Agreement"), and is entered into by and between **[LINN OPERATING, INC., a Delaware corporation]** (the "Company"), and ARDEN L. WALKER, JR. (the "Employee") as of the date first set forth above (the "Effective Date"), on the terms set forth herein. **[LINN ENERGY, INC., a Delaware corporation]**, and the 100% parent of the Company ("Linn Energy"), is joining in this Agreement for the limited purposes of reflecting its agreement to the matters set forth herein as to it, but such joinder is not intended to make Linn Energy the employer of the Employee for any purpose.]

or

[This Third Amended and Restated Employment Agreement ("Agreement") replaces and supersedes in its entirety that Second Amended and Restated Employment Agreement dated December 17, 2008 (the "Prior Agreement") and is entered into by and between **[LINN OPERATING, INC., a Delaware corporation]** (the "Company"), and **DAVID B. ROTTINO** (the "Employee") as of the date first set forth above (the "Effective Date"), on the terms set forth herein. **[LINN ENERGY, INC., a Delaware corporation]**, and the 100% parent of the Company ("Linn Energy"), is joining in this Agreement for the limited purposes of reflecting its agreement to the matters set forth herein as to it, but such joinder is not intended to make Linn Energy the employer of the Employee for any purpose.]

or

[This Employment Agreement ("Agreement") is entered into by and between **[LINN OPERATING, INC., a Delaware corporation]** (the "Company"), and **[THOMAS E. EMMONS][JAMIN MCNEIL][CANDICE J. WELLS]** (the "Employee") as of the date first set forth above (the "Effective Date"), on the terms set forth herein. **[LINN ENERGY, INC., a Delaware corporation]**, and the 100% parent of the Company ("Linn Energy"), is joining in this Agreement for the limited purposes of reflecting its agreement to the matters set forth herein as to it, but such joinder is not intended to make Linn Energy the employer of the Employee for any purpose.]

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Position and Duties.

1.1 Employment; Titles; Reporting. The Company agrees to continue to employ the Employee and the Employee agrees to continue employment with the Company, upon the terms and subject to the conditions provided under this Agreement. During the Employment Term (as defined in Section 2), the Employee will serve each of the Company and Linn Energy as the

[Title][1]. In such capacities, the Employee will report to the Board of Directors of Linn Energy (including any committee thereof, the "Board") and otherwise will be subject to the direction and control of the Board, and the Employee will have such duties, responsibilities and authorities as may be assigned to the Employee by the Board from time to time and otherwise consistent with such position in a publicly traded company comparable to Linn Energy which is engaged in natural gas and oil acquisition, development and production.

1.2 Duties. During the Employment Term, the Employee will devote substantially all of the Employee's full working time to the business and affairs of the Company and Linn Energy, will use the Employee's best efforts to promote the Company's and Linn Energy's interests and will perform the Employee's duties and responsibilities faithfully, diligently and to the best of the Employee's ability, consistent with sound business practices. The Employee may be required by the Board to provide services to, or otherwise serve as an officer or director of, any direct or indirect subsidiary of the Company or to Linn Energy, as applicable. The Employee will comply with the Company's and Linn Energy's policies, codes and procedures, as they may be in effect from time to time, applicable to executive officers of the Company and Linn Energy. Subject to the preceding sentence, the Employee may, with the prior approval of the Board in each instance, engage in other business and charitable activities, provided that such charitable and/or other business activities do not violate Section 7, create a conflict of interest or the appearance of a conflict of interest with the Company or Linn Energy or materially interfere with the performance of the Employee's obligations to the Company or Linn Energy under this Agreement.

1.3 Place of Employment. The Employee will perform the Employee's duties under this Agreement at the Company's offices in Houston, Texas, with the likelihood of substantial business travel.

2. Term of Employment.

The term of the Employee's employment by the Company under this Agreement (the "Employment Term") commenced on the Effective Date and will continue until employment is terminated by either party under Section 5. The date on which the Employee's employment ends is referred to in this Agreement as the "Termination Date." For the purpose of Sections 5 and 6 of this Agreement, the Termination Date shall be the date upon which the Employee incurs a "separation from service" as defined in Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and regulations issued thereunder.

[1] NTD: (1) Rottino: Executive Vice President and Chief Financial Officer; (2) Walker: Executive Vice President and Chief Operating Officer; (3) Emmons: Senior Vice President, Corporate Services; (4) McNeil: Senior Vice President, Houston Division Operations; (5) Wells: Senior Vice President, General Counsel and Corporate Secretary.

3. Compensation.

3.1 Base Salary. During the Employment Term, the Employee will be entitled to receive a base salary ("Base Salary") at an annual rate of not less than $**[_____]**[2] for services rendered to the Company, Linn Energy, and any of its direct or indirect subsidiaries, payable in accordance with the Company's regular payroll practices. The Employee's Base Salary shall be reviewed annually by the Board and may be adjusted upward in the Board's sole discretion, but not downward.

3.2 Bonus Compensation. During the Employment Term, the Employee will be entitled to receive incentive compensation in such amounts and at such times as the Board may award to the Employee in its sole discretion under any incentive compensation or other bonus plan or arrangement as may be established by the Board from time to time (collectively, the "Employee Bonus Plan"). Under the Employee Bonus Plan, the Board may, in its discretion, set, in advance, an annual target bonus for the Employee, which is currently set as a percentage of Base Salary. For example, for 2016, the Employee's target bonus was set at **[___]**[3]% of the Employee's Base Salary. The percentage of the Employee's Base Salary that the Board designates for the Employee to receive as the Employee's annual target bonus under any Employee Bonus Plan, as such percentage may be adjusted upward or downward from time to time in the sole discretion of the Board, or replaced by another methodology of determining the Employee's target bonus, is referred to herein as the Employee's "Bonus Level Percentage." The amount paid to the Employee through application of the Bonus Level Percentage is the Employee's "Bonus Level Amount." The "Annual Bonus" is the Bonus Level Amount paid to the Employee in any given year.

3.3 Long-Term Incentive Compensation. Long-term incentive compensation awards may be made to the Employee from time to time during the Employment Term by the Board in its sole discretion, whose decision will be based upon performance and award guidelines for executive officers of the Company and Linn Energy established periodically by the Board in its sole discretion.

4. Expenses and Other Benefits.

4.1 Reimbursement of Expenses. The Employee will be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Employee during the Employment Term (in accordance with the policies and practices presently followed by the Company or as may be established by the Board from time to time for the Company's and Linn Energy's senior executive officers) in performing services under this Agreement, provided that the Employee properly accounts for such expenses in accordance with the Company's and Linn Energy's policies as in effect from time to time. Such reimbursement shall be paid on or before the end of the calendar year following the calendar year in which any such reimbursable expense was incurred, and the Company shall not be obligated to pay any such reimbursement amount for

[2] NTD: (1) Rottino: $500,000; (2) Walker: $500,000; (3) Emmons: $375,000; (4) McNeil: $400,000; (5) Wells: $375,000.

[3] NTD: (1) Rottino: 100%; (2) Walker: 100%; (3) Emmons: 75%; (4) McNeil: 75%; (5) Wells: 75%.

which the Employee fails to submit an invoice or other documented reimbursement request at least ten business days before the end of the calendar year next following the calendar year in which the expense was incurred. Business related expenses shall be reimbursable only to the extent they were incurred during the term of the Agreement, but in no event shall the time period extend beyond the later of the lifetime of the Employee or, if longer, 20 years. The amount of such reimbursements that the Company is obligated to pay in any given calendar year shall not affect the amount the Company is obligated to pay in any other calendar year. In addition, the Employee may not liquidate or exchange the right to reimbursement of such expenses for any other benefits.

4.2 Vacation. The Employee will be entitled to paid vacation time each year during the Employment Term that will accrue in accordance with the Company's policies and procedures now in force or as such policies and procedures may be modified with respect to all senior executive officers of the Company.

4.3 Other Employee Benefits. In addition to the foregoing, during the Employment Term, the Employee will be entitled to participate in and to receive benefits as a senior executive under all of the Company's employee benefit plans, programs and arrangements available to senior executives, subject to the eligibility criteria and other terms and conditions thereof, as such plans, programs and arrangements may be duly amended, terminated, approved or adopted by the Board from time to time.

5. Termination of Employment.

5.1 Death. The Employee's employment under this Agreement will terminate upon the Employee's death.

5.2 Termination by the Company.

(a) *Terminable at Will.* The Company may terminate the Employee's employment under this Agreement at any time with or without Cause (as defined below).

(b) *Definition of Cause.* For purposes of this Agreement, the Company will have "Cause" to terminate the Employee's employment under this Agreement by reason of any of the following:

(i) the Employee's conviction of, or plea of *nolo contendere* to, any felony or to any crime or offense causing substantial harm to any of Linn Energy or its direct or indirect subsidiaries (whether or not for personal gain) or involving acts of theft, fraud, embezzlement, moral turpitude or similar conduct;

(ii) the Employee's repeated intoxication by alcohol or drugs during the performance of the Employee's duties;

(iii) the Employee's willful and intentional misuse of any of the funds of Linn Energy or its direct or indirect subsidiaries,

(iv) embezzlement by the Employee;

(v) the Employee's willful and material misrepresentations or concealments on any written reports submitted to any of Linn Energy or its direct or indirect subsidiaries;

(vi) the Employee's willful and intentional material breach of this Agreement;

(vii) the Employee's material failure to follow or comply with the reasonable and lawful written directives of the Board; or

(viii) conduct constituting a material breach by the Employee of the Company's then current (A) Code of Business Conduct and Ethics, and any other written policy referenced therein, (B) the Code of Ethics for Chief Executive Officer and senior financial officers, if applicable, provided that, in each case, the Employee knew or should have known such conduct to be a breach.

(c) *Notice and Cure Opportunity in Certain Circumstances.* The Employee may be afforded a reasonable opportunity to cure any act or omission that would otherwise constitute Cause hereunder according to the following terms: The Board shall give the Employee written notice stating with reasonable specificity the nature of the circumstances determined by the Board in its reasonable and good faith judgment to constitute Cause. If, in the reasonable and good faith judgment of the Board, the alleged breach is reasonably susceptible to cure, the Employee will have 30 days from the Employee's receipt of such notice to effect the cure of such circumstances or such breach to the reasonable and good faith satisfaction of the Board. The Board will state whether the Employee will have such an opportunity to cure in the initial notice of Cause referred to above. Prior to termination for Cause, in those instances where the initial notice of Cause states that the Employee will have an opportunity to cure, the Company shall provide an opportunity for the Employee to be heard by the Board or a Board committee designated by the Board to hear the Employee. The decision as to whether the Employee has satisfactorily cured the alleged breach shall be made at such meeting. If, in the reasonable and good faith judgment of the Board the alleged breach is not reasonably susceptible to cure, or such circumstances or breach have not been satisfactorily cured within such 30 day cure period, such breach will thereupon constitute Cause hereunder.

5.3 Termination by the Employee.

(a) *Terminable at Will.* The Employee may terminate the Employee's employment under this Agreement at any time with or without Good Reason (as defined below).

(b) *Notice and Cure Opportunity.* If such termination is with Good Reason, the Employee will give the Company written notice, which will identify with reasonable specificity the grounds for the Employee's resignation and provide the Company with 15 days from the day such notice is given to cure the alleged grounds for resignation contained in the notice. A termination will not be for Good Reason if such notice is given by the Employee to the Company more than 30 days after the occurrence of the event that the Employee alleges is Good Reason for the Employee's termination hereunder.

(c) *Definition of Good Reason Other Than Upon a Change of Control.* For purposes of this Agreement, other than in the event of a Change of Control, "Good Reason" will mean any of the following to which the Employee will not consent in writing: (i) a reduction in the Employee's then current Base Salary or Bonus Level Percentage, or both; (ii) failure by Company to pay in full on a current basis (A) any of the compensation or benefits described in this Agreement that are due and owing, or (B) any amounts due and owing to the Employee under any long-term or short-term or other incentive compensation plans, agreements or awards; (iii) material breach of any provision of this Agreement by Company; or (iv) any material reduction in the Employee's title, authority, duties, responsibilities or reporting relationship from those in effect as of the Effective Date.

(d) *Definition of Good Reason for Purposes of Change of Control.* For purposes of a Change of Control, "Good Reason" will mean any of the following to which the Employee will not consent in writing, but only if the Termination Date is within six months before or two years after a Change of Control: (i) reduction in either the Employee's then current Base Salary or Bonus Level Percentage, or both; (ii) failure by the Company to pay in full on a current basis (A) any of the compensation or benefits described in this Agreement that are due and owing, or (B) any amounts due and owing to the Employee under any long-term or short-term or other incentive compensation plans, agreements or awards; (iii) material breach of any provision of this Agreement by the Company; (iv) any material reduction in the Employee's title, authority, duties, responsibilities or reporting relationship from those in effect as of the Effective Date; or (v) a relocation of the Employee's primary place of employment to a location more than 50 miles from the Company's location on the day immediately preceding the Change of Control.

5.4 Notice of Termination. Any termination of the Employee's employment by the Company or by the Employee during the Employment Term (other than termination pursuant to Section 5.1) will be communicated by written Notice of Termination to the other party hereto in accordance with Section 8.7. For purposes of this Agreement, a "Notice of Termination" means a written notice that (a) indicates the specific termination provision in this Agreement relied upon, (b) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated, and (c) if the Termination Date (as defined herein) is other than the date of receipt of such notice, specifies the Termination Date (which Termination Date will be not more than 30 days after the giving of such notice).

5.5 Disability. If the Company determines in good faith that the Disability (as defined herein) of the Employee has occurred during the Employment Term, it may, without breaching this Agreement, give to the Employee written notice in accordance with Section 5.4 of its intention to terminate the Employee's employment. In such event, the Employee's employment with the Company will terminate effective on the 15th day after receipt of such notice by the Employee, provided that, within the 15 days after such receipt, the Employee will not have returned to full-time performance of the Employee's duties.

"Disability" means the earlier of (a) written determination by a physician selected by the Company and reasonably agreed to by the Employee that the Employee has been unable to perform substantially the Employee's usual and customary duties under this Agreement for a period of at least 120 consecutive days or a non-consecutive period of 180 days during any 12-

month period as a result of incapacity due to mental or physical illness or disease; and (b) "disability" as such term is defined in the Company's applicable long-term disability insurance plan.

At any time and from time to time, upon reasonable request therefor by the Company, the Employee will submit to reasonable medical examination for the purpose of determining the existence, nature and extent of any such disability. Any physician selected by Company shall be Board Certified in the appropriate field, shall have no actual or potential conflict of interest, and may not be a physician who has been retained by the Company for any purpose within the prior three years.

6. Compensation of the Employee Upon Termination. Subject to the provisions of Section 6.8, the Employee shall be entitled to receive the amount specified upon the termination events designated below:

6.1 Death. If the Employee's employment under this Agreement is terminated by reason of the Employee's death, the Company shall pay to the person or persons designated by the Employee for that purpose in a notice filed with the Company, or, if no such person will have been so designated, to the Employee's estate, in a lump sum within 30 days following the Termination Date, the amount of:

(a) the Employee's accrued but unpaid then current Base Salary through the Termination Date, payable,

plus

(b) the unpaid Bonus Level Amount, if any, with respect to the last full year during which the Employee was employed by the Company determined as follows:

(i) If the Employee was employed for the entire previous year but the Termination Date occurred prior to the Board finally determining the Bonus Level Amount for the preceding year, then the Company's performance will be deemed to have been such that the Employee would have been awarded 100% of the Employee's Bonus Level Percentage for that year (the "Deemed Full Year Bonus Amount");

or

(ii) If the Employee was employed for the entire previous year and the Board had already finally determined the Bonus Level Amount for the preceding year by the Termination Date but the Company had not yet paid the Employee such Bonus Level Amount, then the Bonus Level Amount will be that Bonus Level Amount determined by the Board (the "Actual Full Year Bonus Amount");

plus

(iii) an amount representing a deemed bonus for the fiscal year in which the Termination Date occurs, which is equal to the Bonus Level Amount that would be received by the Employee if the Company's performance for the year is deemed

to be at the level entitling the Employee to 100% of the Employee's Bonus Level Percentage and then multiplying the Bonus Level Amount resulting from applying 100% of the Employee's Bonus Level Percentage by a fraction, the numerator of which is the number of days from the first day of the fiscal year of the Company in which such termination occurs through and including the Termination Date and the denominator of which is 365 ("Deemed Pro Rata Bonus Amount");

plus

(c) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement.

Thereafter, the Company will have no further obligation to the Employee under this Agreement, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company and any payments or benefits required to be made or provided under applicable law.

Notwithstanding any other provision of this Agreement, on the Employee's death, all granted but unvested long-term incentive awards shall immediately vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests (as defined in that certain Employee Incentive Plan Term Sheet, dated []) will only vest to the extent the applicable performance condition is satisfied (i) on the Termination Date, or (ii) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the date the Reorganization (as defined below) became effective (the "Emergence Date"), or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

6.2 Disability. In the event of the Employee's termination by reason of Disability pursuant to Section 5.5, the Employee will continue to receive the Employee's Base Salary in effect immediately prior to the Termination Date and participate in applicable employee benefit plans or programs of the Company (on an equivalent basis to those employee benefit plans or programs provided under Section 6.4(a)(iv) below) through the Termination Date, subject to offset dollar-for-dollar by the amount of any disability income payments provided to the Employee under any Company disability policy or program funded by the Company, and the Company shall pay the Employee the following amounts in a lump sum within 30 days following the Termination Date: the sum of (a) the Employee's accrued but unpaid then current Base Salary through the Termination Date, *plus* (b) either the (i) unpaid Actual Full Year Bonus Amount, if any, or (ii) the Deemed Full Year Bonus Amount, if applicable, *plus* (c) the Employee's Deemed Pro Rata Bonus Amount, *plus* (d) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement, and the Company thereafter will have no further obligation to the Employee under this Agreement, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company and any payments or benefits required to be made or provided under applicable law.

Notwithstanding any other provision of this Agreement, on the Employee's Termination on account of Disability, all granted but unvested long-term incentive awards shall immediately

vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests will only vest to the extent the applicable performance condition is satisfied (i) on the Termination Date, or (ii) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the Emergence Date, or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

6.3 By the Company for Cause or the Employee Without Good Reason. If the Employee's employment is terminated by the Company for Cause, or if the Employee terminates the Employee's employment other than for Good Reason, the Employee will receive (a) the Employee's accrued but unpaid then current Base Salary through the Termination Date, payable in a lump sum within 30 days following the Termination Date, and (b) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement, payable in a lump sum within 30 days following the Termination Date, and the Company thereafter will have no further obligation to the Employee under this Agreement, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company, and any payments or benefits required to be made or provided under applicable law. Notwithstanding anything in this Agreement to the contrary, no bonus will be paid to the Employee for a termination of the Employee's employment under this Section 6.3.

6.4 By the Employee for Good Reason or the Company Without Cause.

(a) *Severance Benefits on Non-Change of Control Termination*. Subject to the provisions of Section 6.4(b) and Section 6.4(d), if prior to the date that precedes a Change of Control by at least six months, or more than two years after the occurrence of a Change of Control (as defined below), the Company terminates the Employee's employment without Cause, or the Employee terminates the Employee's employment for Good Reason, then the Employee will be entitled to the following benefits (the "Severance Benefits") payable in a lump sum within 30 days following the Termination Date:

(i) an amount equal to (A) the Employee's accrued but unpaid then current Base Salary through the Termination Date, *plus* (B) either (x) the unpaid Actual Full Year Bonus Amount, if any, or (y) the Deemed Full Year Bonus Amount, if applicable, *plus* (C) the Employee's Deemed Pro Rata Bonus Amount, if any, *plus* (D) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement;

plus

(ii) with respect to any termination event described in this paragraph (a) of Section 6.4, a single lump sum equal to **[one and a half][two]**[4] times the sum of (A) the Employee's annual Base Salary at the highest rate in effect at any time during the 36-month period immediately preceding the Termination Date, *plus* (B) the Deemed Full Year Bonus Amount, payable within 30 days of the Termination Date.

[4] NTD: (1) Rottino/Walker: two; (2) Emmons/McNeil/Wells: one and a half.

(iii) In addition, the Company will pay the "Company's portion" (as set defined below) of the Employee's COBRA continuation coverage (the "COBRA Coverage") for **[18 months][the duration of the "maximum required period" as such period is set forth under COBRA and the applicable regulations]**.[5] Following such period, the Company shall permit the Employee (including the Employee's spouse and dependents) to (A) continue to participate in the Company's group health plan if permitted under such plan, (B) convert the Company's group health plan to an individual policy, or (C) obtain other similar coverage, in each case, for up to an additional six months after the expiration of the "maximum required period" by the Employee paying one-hundred percent of the premiums for medical, dental and/or vision coverage on an after-tax basis ("Medical Benefits"). Notwithstanding the foregoing, the benefits described in this Section 6.4(a)(iii) may be discontinued by the Company prior to the end of the period provided in this subsection (iii) to the extent, but only to the extent, that the Employee receives substantially similar benefits from a subsequent employer.

(iv) Following the end of the COBRA "maximum required period" provided under the Company's group health plan (the "Benefit Measurement Date"), the Company shall, as a separate obligation, reimburse the Employee for any medical premium expenses incurred to purchase the Medical Benefits under the preceding Section 6.4(a)(iii), but only to the extent such expenses constitute the "Company's portion" of the premiums for continued Medical Benefits (which amount shall be referred to herein as the "Medical Reimbursement").

The "Company's portion" of COBRA Coverage and of premiums for any continuing Medical Benefits shall be the difference between one hundred percent of the COBRA Coverage or Medical Benefits premium, as the case may be, and the dollar amount of medical premium expenses paid for the same type or types of Company medical benefits by a similarly situated employee on the Termination Date.

The premiums available for Medical Reimbursement under Section 6.4(a)(iv) in any calendar year will not be increased or decreased to reflect the amount actually reimbursed in a prior or subsequent calendar year, and all Medical Reimbursements under this paragraph will be paid to the Employee within 30 days following the Company's receipt of a premium payment for Medical Benefits.

(v) All of the Employee's granted but unvested long-term incentive awards shall immediately vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests will only vest to the extent the applicable performance condition is satisfied (i) on the Termination Date, or (ii) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the Emergence Date, or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

[5] NTD: (1) Rottino/Walker: maximum duration; (2) Emmons/McNeil/Wells: 18 months.

(b) *Change of Control Benefits*. Subject to the provisions of Section 6.4(d), if a Change of Control has occurred and the Employee's employment was terminated by the Company without Cause, or by the Employee for Good Reason as defined in Section 5.3(d), during the period beginning six months prior to the Change of Control and ending two years following the Change of Control (an "Eligible Termination"), then in lieu of the Severance Benefits under Section 6.4(a), the Employee will be entitled to benefits (the "Change of Control Benefits") with respect to an Eligible Termination, as follows:

(i) Amounts identical to those set forth in Sections 6.4(a)(i) and 6.4(a)(ii), except that the amount described in Section 6.4(a)(ii) will be equal to [**two][two and a half]**[6] times the sum of (A) the Employee's annual Base Salary at the highest rate in effect at any time during the 36-month period immediately preceding the Termination Date, *plus* **(B) [the Deemed Full Year Bonus Amount][the highest Annual Bonus that the Employee was paid in the 36 months immediately preceding the Change of Control]**[7], payable in a single lump sum within 30 days following the Termination Date; provided, however, that if the Termination Date preceded the Change of Control, then the Change of Control Benefits will be payable within the later of 30 days following the Termination Date and 30 days following the Change of Control;

(ii) The Company will pay the COBRA Coverage described in Section 6.4(a)(iii) for a period of 18 months, and the term of the Medical Benefits following the Benefit Measurement Date, with respect to both the Employee's right to participate in a health insurance policy as set forth in Section 6.4(a)(iii) and the Company's Medical Reimbursement obligation as set forth in Section 6.4(a)(iv), shall be the same. Notwithstanding the foregoing, the benefits described in this Section 6.4(b)(ii) may be discontinued by the Company prior to the end of the period provided in this subsection (ii) to the extent, but only to the extent, that the Employee receives substantially similar benefits from a subsequent employer.

(iii) All of the Employee's granted but unvested long-term incentive awards shall immediately vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests will only vest to the extent the applicable performance condition is satisfied (A) on the Termination Date, or (B) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the Emergence Date, or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

The foregoing notwithstanding, if the Termination Date preceded the Change of Control, the amount of Severance Benefits to which the Employee will be entitled will be the difference between the Severance Benefits already paid to the Employee, if any, under Section 6.4(a) and the Severance Benefits to be paid under this Section 6.4(b).

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[6] NTD: (1) Walker/Rottino: two and a half; (2) Emmons/McNeil/Wells: two.

[7] NTD: (1) Walker/Rottino: Highest Bonus; (2) Emmons/McNeil/Wells: Deemed Full Year Bonus Amount.

(c) *Definition of Change of Control.* For purposes of this Agreement, a "Change of Control" will mean the first to occur of:

(i) [The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 35% or more of either (A) the then-outstanding equity interests of Linn Energy (the "Outstanding Linn Energy Equity") or (B) the combined voting power of the then-outstanding voting securities of Linn Energy entitled to vote generally in the election of directors (the "Outstanding Linn Energy Voting Securities"); provided, however, that, for purposes of this Section 6.4(c)(i), the following acquisitions will not constitute a Change of Control: (1) any acquisition directly from Linn Energy, (2) any acquisition by Linn Energy, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Linn Energy or any affiliated company, or (4) any acquisition by any corporation or other entity pursuant to a transaction that complies with Section 6.4(c)(iii)(A), Section 6.4(c)(iii)(B) or Section 6.4(c)(iii)(C);

(ii) Any time at which individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by Linn Energy's Unitholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board will be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Incumbent Board;

(iii) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving Linn Energy or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of Linn Energy, or the acquisition of assets or equity interests of another entity by Linn Energy or any of its subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Linn Energy Equity and the Outstanding Linn Energy Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding equity interests and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation or other entity that, as a result of such transaction, owns Linn Energy or all or substantially all of Linn Energy's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately

prior to such Business Combination of the Outstanding Linn Energy Equity and the Outstanding Linn Energy Voting Securities, as the case may be, (B) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of Linn Energy or such corporation or other entity resulting from such Business Combination) beneficially owns, directly or indirectly, 35% or more of, respectively, the then-outstanding equity interests of the corporation or other entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation or other entity, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors of the corporation or equivalent body of any other entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) Consummation of a complete liquidation or dissolution of Linn Energy.][8]

(v) For the avoidance of doubt, the restructuring of Linn Energy, LLC and certain of its affiliates under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (Case No. 16-60040) (the "Reorganization") will not constitute a "Change of Control."

(d) *Conditions to Receipt of Severance Benefits*.

(i) Release. As a condition to receiving any Severance Benefits or Change of Control Benefits to which the Employee may otherwise be entitled under Section 6.4(a) or Section 6.4(b), the Employee will execute a release (the "Release"), which will include an affirmation of the restrictive covenants set forth in Section 7 and a non-disparagement provision, in a form and substance satisfactory to the Company, of any claims, whether arising under federal, state or local statute, common law or otherwise, against the Company and its direct or indirect subsidiaries which arise or may have arisen on or before the date of the Release, other than any claims under this Agreement, any claim to vested benefits under an employee benefit plan, any claim arising after the execution of the Release or any rights to indemnification from the Company and its direct or indirect subsidiaries pursuant to any provisions of the Company's (or any of its subsidiaries') organizational documents or any directors and officers liability insurance policies maintained by the Company. The Company will provide the Release to the Employee for signature within ten days after the Termination Date. If the Company has provided the Release to the Employee for signature within ten days after the Termination Date and if the Employee fails or otherwise refuses to execute the Release within a reasonable time after the Company has provided the Release to the Employee, and, in all events no later than 60 days after the Termination Date and prior to the date on which such benefits are to be first paid to the Employee, the Employee will

[8] NTD: To confirm whether any changes are necessary in light of the changes to the corporate structure.

not be entitled to any Severance Benefits or Change of Control Benefits, as the case may be, or any other benefits provided under this Agreement and the Company will have no further obligations with respect to the provision of those benefits except as may be required by law. Such Release shall be void *ab initio*, if Company thereafter fails to fully and timely pay all compensation and benefits due to the Employee under this Agreement and fails to cure such failure within 60 days of receiving written notice from the Employee.

(ii) *Limitation on Benefits.* If, following a termination of employment that gives the Employee a right to the payment of Severance Benefits under Section 6.4(a) or Section 6.4(b), the Employee violates in any material respect any of the covenants in Section 7 or as otherwise set forth in the Release, the Employee will have no further right or claim to any payments or other benefits to which the Employee may otherwise be entitled under Section 6.4(a) or Section 6.4(b) from and after the date on which the Employee engages in such activities and the Company will have no further obligations with respect to such payments or benefits, and the covenants in Section 7 will nevertheless continue in full force and effect.

6.5 Severance Benefits Not Includable for Employee Benefits Purposes. Except to the extent the terms of any applicable benefit plan, policy or program provide otherwise, any benefit programs of the Company that take into account the Employee's income will exclude any and all Severance Benefits and Change of Control Benefits provided under this Agreement.

6.6 Exclusive Severance Benefits. The Severance Benefits payable under Section 6.4(a) or the Change of Control Benefits payable under Section 6.4(b), if they become applicable under the terms of this Agreement, will be in lieu of any other severance or similar benefits that would otherwise be payable under any other agreement, plan, program or policy of the Company.

6.7 Code Section 280G; Code Section 409A. Notwithstanding anything in this Agreement to the contrary:

(a) If any of the payments or benefits received or to be received by the Employee (including, without limitation, any payment or benefits received in connection with a Change of Control or the Employee's termination of employment, whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement, or otherwise) (all such payments collectively referred to herein as the ("280G Payments") constitute "parachute payments" within the meaning of Section 280G of the Code and would, but for this Section 6.7(a), be subject to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then prior to making the 280G Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Employee of the 280G Payments after payment of the Excise Tax to (ii) the Net Benefit to the Employee if the 280G Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the 280G Payments be reduced to the minimum extent necessary to ensure that no portion of the 280G Payments is subject to the Excise Tax. **"**Net Benefit**" s**hall mean the present value of the 280G Payments net of all federal, state, local, foreign income, employment, and excise taxes. Any reduction made pursuant to this Section 6.7(a) shall be made in a manner

determined by the Company that is consistent with the requirements of Section 409A of the Code and that maximizes the Employee's economic position and after-tax income; for the avoidance of doubt, the Employee shall not have any discretion in determining the manner in which the payments and benefits are reduced.

(b) In the event that any benefits payable or otherwise provided under this Agreement would be deemed to constitute non-qualified deferred compensation subject to Section 409A of the Code, Linn Energy or the Company, as the case may be, will have the discretion to adjust the terms of such payment or benefit (but not the amount or value thereof) as reasonably necessary to comply with the requirements of Section 409A of the Code to avoid the imposition of any excise tax or other penalty with respect to such payment or benefit under Section 409A of the Code.

6.8 Timing of Payments by the Company. Notwithstanding anything in this Agreement to the contrary, in the event that the Employee is a "specified employee" (as determined under Section 409A of the Code) at the time of the separation from service triggering the payment or provision of benefits, any payment or benefit under this Agreement which is determined to provide for a deferral of compensation pursuant to Section 409A of the Code shall not commence being paid or made available to the Employee until after six months from the Termination Date that constitutes a separation from service within the meaning of Code Section 409A.

7. Restrictive Covenants.

7.1 Confidential Information. The Employee hereby acknowledges that in connection with the Employee's employment by the Company the Employee will be exposed to and may obtain certain Confidential Information (as defined below) (including, without limitation, procedures, memoranda, notes, records and customer and supplier lists whether such information has been or is made, developed or compiled by the Employee or otherwise has been or is made available to the Employee) regarding the business and operations of the Company and its subsidiaries or affiliates. The Employee further acknowledges that such Confidential Information is unique, valuable, considered trade secrets and deemed proprietary by the Company. For purposes of this Agreement, "Confidential Information" includes, without limitation, any information heretofore or hereafter acquired, developed or used by any of the Company, Linn Energy or their direct or indirect subsidiaries relating to Business Opportunities or Intellectual Property or other geological, geophysical, economic, financial or management aspects of the business, operations, properties or prospects of the Company, Linn Energy or their direct or indirect subsidiaries, whether oral or in written form. The Employee agrees that all Confidential Information is and will remain the property of the Company, Linn Energy or their direct or indirect subsidiaries, as the case may be. The Employee further agrees, except for disclosures occurring in the good faith performance of the Employee's duties for the Company, Linn Energy or their direct or indirect subsidiaries, during the Employment Term, the Employee will hold in the strictest confidence all Confidential Information, and will not, both during the Employment Term and for a period of five years after the Termination Date, directly or indirectly, duplicate, sell, use, lease, commercialize, disclose or otherwise divulge to any person or entity any portion of the Confidential Information or use any Confidential Information, directly or indirectly, for the Employee's own benefit or profit or allow any person, entity or third party, other than the

Company, Linn Energy or their direct or indirect subsidiaries and authorized executives of the same, to use or otherwise gain access to any Confidential Information. The Employee will have no obligation under this Agreement with respect to any information that becomes generally available to the public other than as a result of a disclosure by the Employee or the Employee's agent or other representative or becomes available to the Employee on a non-confidential basis from a source other than the Company, Linn Energy or their direct or indirect subsidiaries. Further, the Employee will have no obligation under this Agreement to keep confidential any of the Confidential Information to the extent that a disclosure of it is required by law or is consented to by the Company or Linn Energy; provided, however, that if and when such a disclosure is required by law, the Employee promptly will provide the Company with notice of such requirement, so that the Company may seek an appropriate protective order.

(a) SEC Provisions. The Employee understands that nothing contained in this Agreement limits the Employee's ability to file a charge or complaint with the Securities and Exchange Commission ("SEC"). The Employee further understands that this Agreement does not limit the Employee's ability to communicate with the SEC or otherwise participate in any investigation or proceeding that may be conducted by the SEC, including providing documents or other information, without notice to the Company. This Agreement does not limit the Employee's right to receive an award for information provided to the SEC. This Section 7.1(a) applies only for the period of time that the Company is subject to the Dodd-Frank Act.

(b) Trade Secrets. The parties specifically acknowledge that 18 U.S.C. § 1833(b) provides: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, notwithstanding anything to the contrary in the foregoing, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law

7.2 Return of Property. The Employee agrees to deliver promptly to the Company, upon termination of the Employee's employment hereunder, or at any other time when the Company so requests, all documents relating to the business of the Company, Linn Energy or their direct or indirect subsidiaries, including without limitation: all geological and geophysical reports and related data such as maps, charts, logs, seismographs, seismic records and other reports and related data, calculations, summaries, memoranda and opinions relating to the foregoing, production records, electric logs, core data, pressure data, lease files, well files and records, land files, abstracts, title opinions, title or curative matters, contract files, notes, records, drawings, manuals, correspondence, financial and accounting information, customer lists, statistical data and compilations, patents, copyrights, trademarks, trade names, inventions, formulae, methods, processes, agreements, contracts, manuals or any documents relating to the business of the Company, Linn Energy or their direct or indirect subsidiaries and all copies thereof and therefrom; provided, however, that the Employee will be permitted to retain copies

of any documents or materials of a personal nature or otherwise related to the Employee's rights under this Agreement, copies of this Agreement and any attendant or ancillary documents specifically including any documents referenced in this Agreement and copies of any documents related to the Employee's long-term incentive awards and other compensation.

7.3 Non-Compete Obligations.

(a) *Non-Compete Obligations During Employment Term.* The Employee agrees that during the Employment Term:

(i) the Employee will not, other than through the Company, engage or participate in any manner, whether directly or indirectly through any family member or as an employee, employer, consultant, agent, principal, partner, more than 1% shareholder, officer, director, licensor, lender, lessor or in any other individual or representative capacity, in any business or activity which is engaged in leasing, acquiring, exploring, producing, gathering or marketing hydrocarbons and related products; provided that the foregoing shall not be deemed to restrain the participation by the Employee's spouse in any capacity set forth above in any business or activity engaged in any such activity and provided further that Linn Energy or the Company may, in good faith, take such reasonable action with respect to the Employee's performance of the Employee's duties, responsibilities and authorities as set forth in Sections 1.1 and 1.2 of this Agreement as it deems necessary and appropriate to protect its legitimate business interests with respect to any actual or apparent conflict of interest reasonably arising from or out of the participation by the Employee's spouse in any such competitive business or activity; and

(ii) all investments made by the Employee (whether in the Employee's own name or in the name of any family members or other nominees or made by the Employee's controlled affiliates), which relate to the leasing, acquisition, exploration, production, gathering or marketing of hydrocarbons and related products will be made solely through the Company; and the Employee will not (directly or indirectly through any family members or other persons), and will not permit any of the Employee's controlled affiliates to: (A) invest or otherwise participate alongside the Company or its direct or indirect subsidiaries in any Business Opportunities, or (B) invest or otherwise participate in any business or activity relating to a Business Opportunity, regardless of whether any of the Company or its direct or indirect subsidiaries ultimately participates in such business or activity, in either case, except through the Company. Notwithstanding the foregoing, nothing in this Section 7.3 shall be deemed to prohibit the Employee or any family member from owning, or otherwise having an interest in, less than 1% of any publicly owned entity or 3% or less of any private equity fund or similar investment fund that invests in any business or activity engaged in any of the activities set forth above, provided that the Employee has no active role with respect to any investment by such fund in any entity.

(b) *Non-Compete Obligations After Termination Date.*[9] The Employee agrees that some restrictions on the Employee's activities after the Employee's employment are

[9] NTD: Sections 7.3(b) and 7.3(c) do not apply to Messrs. Rottino and Emmons and Ms. Wells.

necessary to protect the goodwill, Confidential Information, and other legitimate interests of the Company and its direct and indirect subsidiaries. Following the Effective Date, the Company will provide the Employee with access to and knowledge of Confidential Information and trade secrets and will place the Employee in a position of trust and confidence with the Company, and the Employee will benefit from the Company's goodwill. The restrictive covenants below are necessary to protect the Company's legitimate business interests in its Confidential Information, trade secrets and goodwill. The Employee further understands and acknowledges that the Company's ability to reserve these for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company and that the Company would be irreparably harmed if the Employee violates the restrictive covenants below. In recognition of the consideration provided to the Employee as well as the imparting to the Employee of Confidential Information, including trade secrets, and for other good and valuable consideration, the Employee hereby agrees that the Employee will not engage or participate in any manner, whether directly or indirectly, through any family member or other person or as an employee, employer, consultant, agent principal, partner, more than 1% shareholder, officer, director, licensor, lender, lessor or in any other individual or representative capacity during the one year period following the Termination Date, in any business or activity which is in direct competition with the business of the Company or its direct or indirect subsidiaries in the leasing, acquiring, exploring, producing, gathering or marketing of hydrocarbons and related products within the boundaries of, or within a two-mile radius of the boundaries of, any mineral property interest of any of the Company or its direct or indirect subsidiaries (including, without limitation, a mineral lease, overriding royalty interest, production payment, net profits interest, mineral fee interest or option or right to acquire any of the foregoing, or an area of mutual interest as designated pursuant to contractual agreements between the Company and any third party) or any other property on which any of the Company or its direct or indirect subsidiaries has an option, right, license or authority to conduct or direct exploratory activities, such as three-dimensional seismic acquisition or other seismic, geophysical and geochemical activities (but not including any preliminary geological mapping), as of the Termination Date or as of the end of the six-month period following such Termination Date; provided that, this Section 7.3(b) will not preclude the Employee from making investments in securities of oil and gas companies which are registered on a national stock exchange, if (A) the aggregate amount owned by the Employee and all family members and affiliates does not exceed 5% of such company's outstanding securities, and (B) the aggregate amount invested in such investments by the Employee and all family members and affiliates after the date hereof does not exceed $500,000.

Notwithstanding the foregoing, nothing in this Section 7.3 shall be deemed to restrain the participation by the Employee's spouse in any capacity set forth above in any business or activity described above.

(c) *Not Applicable Following Change of Control Termination.* The Employee will not be subject to the covenants contained in Section 7.3(b) and such covenants will not be enforceable against the Employee from and after the date of an Eligible Termination if such Eligible Termination occurs within six months before or two years after a Change of Control.

7.4 Non-Solicitation

(a) *Non-Solicitation Other than Following a Change of Control Termination*. During the Employment Term and for a period of one year after the Termination Date, the Employee will not, whether for the Employee's own account or for the account of any other Person (other than the Company or its direct or indirect subsidiaries), (i) intentionally solicit, endeavor to entice away from the Company or its direct or indirect subsidiaries, or otherwise interfere with the relationship of the Company or its direct or indirect subsidiaries with, any person who is employed by the Company or its direct or indirect subsidiaries (including any independent sales representatives or organizations), or (ii) using Confidential Information, solicit, endeavor to entice away from the Company or its direct or indirect subsidiaries, or otherwise interfere with the relationship of the Company or its direct or indirect subsidiaries with, any client or customer of the Company or its direct or indirect subsidiaries.

(b) *Not Applicable Following Change of Control Termination*. The Employee will not be subject to the covenants contained in Section 7.4(a) and such covenants will not be enforceable against the Employee from and after the date of an Eligible Termination if such Eligible Termination occurs within six months before or two years following a Change of Control.

7.5 Assignment of Developments. The Employee assigns and agrees to assign without further compensation to the Company and its successors, assigns or designees, all of the Employee's right, title and interest in and to all Business Opportunities and Intellectual Property (as those terms are defined below), and further acknowledges and agrees that all Business Opportunities and Intellectual Property constitute the exclusive property of the Company.

For purposes of this Agreement, "Business Opportunities" means all business ideas, prospects, proposals or other opportunities pertaining to the lease, acquisition, exploration, production, gathering or marketing of hydrocarbons and related products and the exploration potential of geographical areas on which hydrocarbon exploration prospects are located, which are developed by the Employee during the Employment Term, or originated by any third party and brought to the attention of the Employee during the Employment Term, together with information relating thereto (including, without limitation, geological and seismic data and interpretations thereof, whether in the form of maps, charts, logs, seismographs, calculations, summaries, memoranda, opinions or other written or charted means).

For purposes of this Agreement, "Intellectual Property" shall mean all ideas, inventions, discoveries, processes, designs, methods, substances, articles, computer programs and improvements (including, without limitation, enhancements to, or further interpretation or processing of, information that was in the possession of the Employee prior to the date of this Agreement), whether or not patentable or copyrightable, which do not fall within the definition of Business Opportunities, which the Employee discovers, conceives, invents, creates or develops, alone or with others, during the Employment Term, if such discovery, conception, invention, creation or development (a) occurs in the course of the Employee's employment with the Company, or (b) occurs with the use of any of the time, materials or facilities of the Company or its direct or indirect subsidiaries, or (c) in the good faith judgment of the Board,

relates or pertains in any material way to the purposes, activities or affairs of the Company or its direct or indirect subsidiaries.

7.6 Injunctive Relief. The Employee acknowledges that a breach of any of the covenants contained in this Section 7 may result in material, irreparable injury to the Company for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat of breach, the Company will be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction restraining the Employee from engaging in activities prohibited by this Section 7 or such other relief as may be required to specifically enforce any of the covenants in this Section 7.

7.7 Adjustment of Covenants. The parties consider the covenants and restrictions contained in this Section 7 to be reasonable. However, if and when any such covenant or restriction is found to be void or unenforceable and would have been valid had some part of it been deleted or had its scope of application been modified, such covenant or restriction will be deemed to have been applied with such modification as would be necessary and consistent with the intent of the parties to have made it valid, enforceable and effective.

7.8 Forfeiture Provision.

(a) *Detrimental Activities.* If the Employee engages in any activity that violates any covenant or restriction contained in this Section 7, in addition to any other remedy the Company may have at law or in equity, (i) the Employee will be entitled to no further payments or benefits from the Company under this Agreement or otherwise, except for any payments or benefits required to be made or provided under applicable law, (ii) all unexercised Unit options, restricted Units and other forms of equity compensation held by or credited to the Employee will terminate effective as of the date on which the Employee engages in that activity, unless terminated sooner by operation of another term or condition of this Agreement or other applicable plans and agreements, and (iii) any exercise, payment or delivery pursuant to any equity compensation award that occurred within one year prior to the date on which the Employee engages in that activity may be rescinded within one year after the first date that a majority of the members of the Board first became aware that the Employee engaged in that activity. In the event of any such rescission, the Employee will pay to the Company the amount of any gain realized or payment received as a result of the rescinded exercise, payment or delivery, in such manner and on such terms and conditions as may be required.

(b) *Right of Setoff.* The Employee consents to a deduction from any amounts the Company owes the Employee from time to time (including amounts owed as wages or other compensation, fringe benefits, or vacation pay, as well as any other amounts owed to the Employee by the Company), to the extent of the amounts the Employee owes the Company under Section 7.8(a) (above). Whether or not the Company elects to make any setoff in whole or in part, if the Company does not recover by means of setoff the full amount the Employee owes, calculated as set forth above, the Employee agrees to pay immediately the unpaid balance to the Company. In the discretion of the Board, reasonable interest may be assessed on the amounts owed, calculated from the later of (i) the date the Employee engages in the prohibited activity and (ii) the applicable date of exercise, payment or delivery.

(c) In the event that Company fails to timely and fully pay to the Employee all Severance Benefits or Change of Control Benefits due under this Agreement, and fails to cure such failure within 60 days of receiving written notice from the Employee, then the Company shall forfeit all right to enforce this Section 7.

8. Miscellaneous.

8.1 Assignment; Successors; Binding Agreement. This Agreement may not be assigned by either party, whether by operation of law or otherwise, without the prior written consent of the other party, except that any right, title or interest of the Company arising out of this Agreement may be assigned to any corporation or entity controlling, controlled by, or under common control with the Company, or succeeding to the business and substantially all of the assets of the Company or any affiliates for which the Employee performs substantial services. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, legatees, devisees, personal representatives, successors and assigns. The Company shall obtain from any successor or other person or entity acquiring a majority of the Company's assets or Units a written agreement to perform all terms of this Agreement.

8.2 Modification and Waiver. Except as otherwise provided below, no provision of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is duly approved by the Board and is agreed to in writing by the Employee and such officer(s) as may be specifically authorized by the Board to effect it. No waiver by any party of any breach by any other party of, or of compliance with, any term or condition of this Agreement to be performed by any other party, at any time, will constitute a waiver of similar or dissimilar terms or conditions at that time or at any prior or subsequent time.

8.3 Entire Agreement. This Agreement, together with any attendant or ancillary documents, specifically including, but not limited to (a) all documents referenced in this Agreement and (b) the written policies and procedures of the Company, embodies the entire understanding of the parties hereto, and, upon the Effective Date, will supersede all other oral or written agreements or understandings between them regarding the subject matter hereof**[, including the Prior Agreement**][10]; provided, however, that if there is a conflict between any of the terms in this Agreement and the terms in any award agreement between the Company and the Employee pursuant to any long-term incentive plan, the terms of this Agreement shall govern. No agreement or representation, oral or otherwise, express or implied, with respect to the subject matter of this Agreement, has been made by either party which is not set forth expressly in this Agreement or the other documents referenced in this Section 8.3.

8.4 Governing Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of Texas other than the conflict of laws provision thereof.

[10] NTD: Only for Messrs. Rottino and Walker.

8.5 Consent to Jurisdiction; Service of Process; Waiver of Jury Trial.

(a) *Disputes.* In the event of any dispute, controversy or claim between the Company and the Employee arising out of or relating to the interpretation, application or enforcement of the provisions of this Agreement, the Company and the Employee agree and consent to the personal jurisdiction of the state and local courts of Harris County, Texas and/or the United States District Court for the Southern District of Texas, Houston Division for resolution of the dispute, controversy or claim, and that those courts, and only those courts, shall have any jurisdiction to determine any dispute, controversy or claim related to, arising under or in connection with this Agreement. The Company and the Employee also agree that those courts are convenient forums for the parties to any such dispute, controversy or claim and for any potential witnesses and that process issued out of any such court or in accordance with the rules of practice of that court may be served by mail or other forms of substituted service to the Company at the address of its principal executive offices and to the Employee at the Employee's last known address as reflected in the Company's records.

(b) *Waiver of Right to Jury Trial*.

THE COMPANY AND THE EMPLOYEE HEREBY VOLUNTARILY, KNOWINGLY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY TO ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AS WELL AS TO ALL CLAIMS ARISING OUT OF THE EMPLOYEE'S EMPLOYMENT WITH THE COMPANY OR TERMINATION THEREFROM INCLUDING, BUT NOT LIMITED TO:

(i) Any and all claims and causes of action arising under contract, tort or other common law including, without limitation, breach of contract, fraud, estoppel, misrepresentation, express or implied duties of good faith and fair dealing, wrongful discharge, discrimination, retaliation, harassment, negligence, gross negligence, false imprisonment, assault and battery, conspiracy, intentional or negligent infliction of emotional distress, slander, libel, defamation and invasion of privacy.

(ii) Any and all claims and causes of action arising under any federal, state or local law, regulation or ordinance, including, without limitation, claims arising under Title VII of the Civil Rights Act of 1964, the Pregnancy Discrimination Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act and all corresponding state laws.

(iii) Any and all claims and causes of action for wages, employee benefits, vacation pay, severance pay, pension or profit sharing benefits, health or welfare benefits, bonus compensation, commissions, deferred compensation or other remuneration, employment benefits or compensation, past or future loss of pay or benefits or expenses.

8.6 Withholding of Taxes. The Company will withhold from any amounts payable under the Agreement all federal, state, local or other taxes as legally will be required to be withheld.

8.7 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the other parties).

To the Company:

[

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To the Employee:

At the address reflected in the Company's written records.

Addresses may be changed by written notice sent to the other party at the last recorded address of that party.

8.8 Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

8.10 Headings. The headings used in this Agreement are for convenience only, do not constitute a part of the Agreement, and will not be deemed to limit, characterize, or affect in any way the provisions of the Agreement, and all provisions of the Agreement will be construed as if no headings had been used in the Agreement.

8.11 Construction. As used in this Agreement, unless the context otherwise requires: (a) the terms defined herein will have the meanings set forth herein for all purposes; (b) references to "Section" are to a section hereof; (c) "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; (d) "writing," "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; (e) "hereof," "herein," "hereunder" and comparable terms refer to the entirety of this Agreement and not to any particular section or other subdivision hereof or attachment hereto; (f) references to any gender include references to all genders; and (g) references to any agreement or other instrument or statute or regulation are referred to as amended or supplemented from time to time (and, in the case of a statute or regulation, to any successor provision).

8.12 Capacity; No Conflicts. The Employee represents and warrants to the Company that: (a) the Employee has full power, authority and capacity to execute and deliver this Agreement, and to perform the Employee's obligations hereunder, (b) such execution, delivery and performance will not (and with the giving of notice or lapse of time, or both, would not) result in the breach of any agreement or other obligation to which the Employee is a party or is otherwise bound, and (c) this Agreement is the Employee's valid and binding obligation, enforceable in accordance with its terms. The Employee warrants and represents that the Employee has actual authority to enter into this Agreement as the authorized act of the indicated entities.

[Signature page follows]

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

[LINN OPERATING, INC.]

By: _____
Name:
Title:

EMPLOYEE

_____
[Executive Name]

For the limited purposes set forth herein:

[LINN ENERGY, INC.]

By: _____
Name:
Title:

Appendix I

Additional Terms Applicable to Class I Units

1. Waterfall. Linn LLC will have a waterfall consistent with the following: (i) an amount equal to the Company Group Emergence Value will first be allocated/distributed to holders of equity other than Class I Units ("Other Equity Holders"); (ii) an amount equal to the Aggregate Priority Catchup (as defined below) will be allocated/distributed to holders of Class I Units ("Class I Unit Holders"); and (iii) residual amounts will be allocated/distributed to Other Equity Holders and Class I Unit Holders relative their respective aggregate distribution percentages (*i.e.*, 96.5% to Other Equity Holders and 3.5% to Class I Units Holders, if all Class I Units are issued and outstanding). For this purpose, the "Aggregate Priority Catchup" is equal to the amount distributed to Other Equity Holders pursuant to clause (i), divided by the aggregate distribution percentage applicable to Other Equity Holders.

2. Optional Conversion. Class I Unit Holders may elect to convert such Class I Units on a value-for-value basis at any time. If such Class I Units are unvested at the time of conversion, the property received in exchange shall be subject to the same vesting conditions as applicable to the Class I Units, including that any applicable performance condition has been satisfied. Converting holders may elect to receive Company Class A Stock having a fair market value (based on the closing value of the Company Class A Stock on the day before conversion) equal to the liquidation value of the Class I Units. All Company Class A Stock issued to an Employee shall be registered and freely transferable. Notwithstanding the foregoing, a Class I Unitholder must convert any Class I Units (i) before the second anniversary of any Qualifying Termination or (ii) within 180 days of any other termination of employment.

Exhibit B

LINN Exit Facility Term Sheet

Linn Energy, LLC

Take Back Paper Term Sheet (the "Term Sheet")

Capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Sixth Amended and Restated Credit Agreement dated as of April 24, 2013 among Linn Energy, LLC, as Borrower, Wells Fargo Bank, National Association, as Administrative Agent, the Lenders named therein, and the other Agents party thereto, as amended by that certain First Amendment dated as of October 30, 2013, that certain Second Amendment dated as of December 13, 2013, that certain Third Amendment dated as of April 30, 2014, that certain Fourth Amendment dated as of August 6, 2014, that certain Fifth Amendment dated as of September 10, 2014, that certain Sixth Amendment dated as of May 12, 2015, that certain Seventh Amendment dated as of October 21, 2015 and that certain Eighth Amendment dated as of April 12, 2016 (the "Existing Credit Agreement").

Restructuring	
Restructuring	Linn Energy, LLC ("Linn") and its subsidiaries are debtors and debtors in possession in Chapter 11 cases (the "Restructuring") pending in the United States Bankruptcy Code in the Southern District of Texas (the "Bankruptcy Court"). The claims owing under the Existing Credit Agreement shall be treated as set forth in a plan of reorganization to be agreed by and among Linn, on behalf of itself and certain of its subsidiaries, the Administrative Agent under the Existing Credit Agreement, the Lenders under the Existing Credit Agreement party thereto and other creditors of Linn (as amended from time to time in accordance with the terms thereof, the "Plan"). The date on which all of the conditions precedent set forth below under "Conditions Precedent to Closing" have been satisfied or otherwise waived shall be referred to herein as the "Closing Date".
Borrower	Linn Energy, LLC or a newly formed entity reasonably satisfactory to the Lenders (the "Borrower").[1]
Guarantors	All direct and indirect restricted subsidiaries of the Borrower that have been organized under the laws of the United States of America or one of its fifty states or the District of Columbia and that will exist as of the Closing Date[2] or that are formed or acquired during the term of the New LINN Loans and any direct parent[3] of the Borrower, subject to customary exceptions to be mutually agreed by the parties.
Sole Lead Arranger and Sole Bookrunner	Wells Fargo Securities, LLC ("Wells Fargo Securities" and, in such capacity, the "Arranger").
Administrative Agent	Wells Fargo Bank, National Association ("Wells Fargo Bank" and, in such capacity, the "Administrative Agent").

[1] New entities and final structure in the plan shall be reasonably satisfactory to Lenders.
[2] For the avoidance of doubt, Berry will not be a Subsidiary of the Borrower upon the Plan Effective Date or the Closing Date.
[3] NTD: Structure should include a Parent Holdco in which investors hold equity.

<table>
<tr><td>Lenders</td><td>Lenders under the Existing Credit Facility (the "Lenders").</td></tr>
<tr><td>Exit Financing Documents</td><td>The New LINN Loans will be documented in exit financing documents that are substantially consistent with the Existing Credit Agreement except as mutually agreed by the parties and as otherwise set forth in the Term Sheet including loan agreements, guarantees, promissory notes, borrowing base certificates, compliance and other certificates, engagement letter, fee letter, intercreditor agreement, and collateral documents required to grant and perfect the Administrative Agent’s first priority security interest in the collateral, including without limitation, security agreements, pledge agreements, financing statements, mortgages, deposit account control agreements, security account control agreements, and intellectual property security agreements (“Exit Financing Documents”).</td></tr>
<tr><td colspan="2">Term Loan</td></tr>
<tr><td>New LINN Term Loan</td><td>Term loan in the amount of $300 million (the "New LINN Term Loan"), provided, that, with respect to any asset sales in excess of $5 million in the aggregate per transaction or series of related transactions prior to the Closing Date, the New LINN Term Loan amount shall be reduced by an amount equal to 75% of the net cash proceeds from such asset sales (and in the event the New LINN Term Loan amount is reduced to zero on account of such asset sales, the Commitment Amount, the Conforming Borrowing Base and the Total Borrowing Base under the New LINN Revolving Loan shall be reduced by an amount equal to 75% of the net cash proceeds from such additional asset sales. Amounts prepaid may not be reborrowed.</td></tr>
<tr><td>Interest Rate</td><td>LIBOR + 750 bps.</td></tr>
<tr><td>Amortization</td><td>Quarterly amortization, with each principal payment below to be made on each applicable quarter end of March 31, June 30, September 30 and December 31, with accrued but unpaid interest, as follows:

<table>
<tr><th>Quarterly Payments</th><th>Quarterly Amortization</th></tr>
<tr><td>March 31, 2017 through December 31, 2017</td><td>$6.25 million each ($25 million in the aggregate)</td></tr>
<tr><td>March 31, 2018 through December 31, 2018</td><td>$9.375 million each ($37.5 million in the aggregate)</td></tr>
<tr><td>March 31, 2019 through March 31, 2021</td><td>$12.5 million each ($112.5 million in the aggregate)</td></tr>
<tr><td>Maturity Date</td><td>Bullet Payment of all remaining outstanding balance.</td></tr>
</table></td></tr>
<tr><td>Maturity Date</td><td>The earlier of (i) the date that is one day prior to the fourth anniversary of the Closing Date and (ii) June 30, 2021.</td></tr>
</table>

Ranking	Senior Secured First Priority Liens *pari passu* with the New LINN Revolving Loan.
Revolving Loan	
New LINN Revolving Loan	Revolving loan in the amount of the lesser of (i) a $1.4 billion commitment (the "Commitment Amount"), and (ii) the borrowing base, which shall be initially $1.4 billion, as such amount may be reduced pursuant to Borrowing Base Redeterminations (as defined below) that result in modifications to the Total Borrowing Base and the Conforming Borrowing Base and other modifications as provided herein, composed of two tranches as follows (the "New LINN Revolving Loan"): 1. Conforming Tranche in an initial amount of $1.4 billion (the "Conforming Tranche"); and 2. Non-Conforming Tranche in an initial amount of $0.0 (the "Non-Conforming Tranche") and thereafter subject to the Non-Conforming Borrowing Base. Amounts prepaid on the New LINN Revolving Loan may be reborrowed from time to time except as set forth herein and as mutually agreed in the Exit Financing Documents. The New Linn Term Loan and the New Linn Revolving Loan shall be referred to herein collectively as the "New Linn Loans."
Interest Rate	(a) Conforming Tranche: LIBOR + 350 bps. (b) Non-Conforming Tranche: LIBOR + 550 bps.
Commitment Fee	An amount per annum equal to 0.5% times an amount equal to the average daily difference between (a) the Total Borrowing Base and (b) the aggregate outstanding balance of the Conforming Tranche and Non-Conforming Tranche.
Borrowing Base	Substantially the same as the Existing Credit Agreement. "Total Borrowing Base" shall be in an initial amount of $1.4 billion (as may be reduced as contemplated under the heading "New LINN Term Loans") and shall be subject to further reductions on account of asset sales as set forth in Section 2(b) and Section 2(c) under the heading "Application of Payments". "Conforming Borrowing Base" shall be in an initial amount of $1.4 billion (as may be reduced as contemplated under the heading "New LINN Term Loans") and shall be subject to Borrowing Base Redeterminations and other adjustments as set forth herein. "Non-Conforming Borrowing Base" shall be in an initial amount of $0.0 and thereafter shall be equal to the difference between the Total Borrowing Base and the Conforming Borrowing Base.

Scheduled Redeterminations	Borrowing Base Redeterminations shall commence with a year-end Borrowing Base Redetermination to be effective April 1, 2018 and a year end Borrowing Base Redetermination each year to be effective each April 1 thereafter. The year-end Borrowing Base Redetermination shall be based on a third-party engineering report dated as of December 31 of the prior year, which report shall be delivered to the Administrative Agent no later than March 1. The interim Borrowing Base Redetermination shall become effective annually on October 1, based on an internally prepared engineering report dated as of June 30 and submitted annually by the Administrative Agent no later than September 1. Commencing April 1, 2018 (the "Specified Redetermination Date"), the New LINN Revolving Loan shall be subject to semi-annual redetermination of the Conforming Borrowing Base based on a third-party engineering report with respect to the spring redetermination and an internally prepared engineering report with respect to the fall redetermination as set forth below (each a "Borrowing Base Redetermination"), which shall determine the respective amounts of the Conforming Borrowing Base and the Non-Conforming Borrowing Base. Upon the effective date of each Borrowing Base Redetermination, all outstanding Conforming Tranche New LINN Loans in excess of the Conforming Borrowing Base, shall be reallocated to the Non-Conforming Tranche. Each Borrowing Base Redetermination shall be subject to a Borrowing Base Required Lender vote. Additional Borrowing Base Redeterminations shall be implemented upon (a) the request of the Borrowing Base Required Lenders or (b) the request of the Borrower; provided, however, there shall not be more than one additional Borrowing Base Redetermination per year at the request of the Borrowing Base Required Lenders (a "Lender Wild Card Redetermination") and there shall not be more than one additional Borrowing Base Redetermination per year at the request of the Borrower. There shall be no Lender or Borrower Wild Card Redetermination prior to the Specified Redetermination Date. At each redetermination, the Borrowing Base Required Lenders shall set the Conforming Borrowing Base, and the Non-Conforming Borrowing Base shall be adjusted accordingly.
Additional Redeterminations	In addition to the scheduled Borrowing Base Redeterminations, there shall be an additional Borrowing Base Redetermination upon (a) any sale of assets in a single transaction or series of transactions in accordance with the Section 2(b) and Section 2(c) under the heading "Application of Payments", or (b) any acquisition of oil and gas properties to which proven reserves are associated, in the case of clause (b), in an aggregate amount equal to five percent (5.0%) of the applicable Conforming Borrowing Base, in which case the Total Borrowing Base, the Conforming Borrowing Base and the aggregate principal amount of the New LINN Revolving Loan shall be reduced as set forth below under "Application of Payments" in the case of a disposition or increased in

<table>
<tr><td></td><td>accordance with the mechanics set forth above in the case of an acquisition.</td></tr>
<tr><td>Amortization</td><td>No amortization.</td></tr>
<tr><td>Maturity Date</td><td>(a) Conforming Tranche Maturity Date: the earlier of (i) the date that is one day prior to the fourth anniversary of the Closing Date and (ii) June 30, 2021.

(b) Non-Conforming Tranche Maturity Date: the earlier of (i) the date that is one day prior to the date that is three years and six months after the Closing Date and (ii) December 31, 2020.</td></tr>
<tr><td>Ranking</td><td>Senior Secured First Priority Liens pari passu with the New LINN Term Loan.</td></tr>
<tr><td colspan="2">Terms Applicable to Term Loan and Revolving Loan</td></tr>
<tr><td>Financial Covenants</td><td>Limited to:

(a) Asset coverage ratio of 1.1:1.0 (PV-10 from Proven Reserves: Total Debt, based on Strip Pricing (defined as the average of NYMEX over the preceding 90 days and calculated as of the last Borrowing Base Redetermination Date) with a maximum of 40% from properties not constituting proved developed producing or proved developed non-producing properties) tested on (i) the date of each scheduled Borrowing Base Redetermination commencing with the first scheduled Borrowing Base Redetermination and (ii) the date of each additional Borrowing Base Determination done in conjunction with an asset sale.

(b) Maximum Total Net Debt to LTM EBITDAX ratio ("Leverage Ratio") as follows (beginning with the fiscal quarter ending March 31, 2018):

<table>
<tr><th>Period</th><th>Leverage Ratio</th></tr>
<tr><td>March 31, 2018 through December 31, 2018</td><td>6.75x</td></tr>
<tr><td>March 31, 2019 through March 31, 2020</td><td>6.5x</td></tr>
<tr><td>June 30, 2020 and thereafter</td><td>4.5x</td></tr>
</table>
Where:

"Total Net Debt" means the (a) aggregate indebtedness of the Borrower and the Guarantors outstanding under the New LINN Loans and (b) the aggregate indebtedness of the Borrower and the Guarantors outstanding constituting Junior Debt (as defined below), net of cash held in accounts subject to account control</td></tr>
</table>

	agreements in favor of the Administrative Agent or accounts maintained at the Administrative Agent (including any such cash or accounts constituting cash collateral for letters of credit); and "EBITDAX" shall be calculated consistent with the Existing Credit Agreement on a trailing 12-month basis and normalized for acquisitions and divestitures, and positive and negative non-cash items shall be excused.
Mandatory Prepayments	Limited to the following, in each case, subject to customary and mutually agreed exclusions: (a) Proceeds of a Sale of Assets, including volumetric production payments (as further set forth in the Section entitled "Application of Payments" below); (b) During such time as New LINN Term Loans or the Non-Conforming Tranche of the New LINN Revolving Loans remain outstanding, Insurance or Condemnation Proceeds in excess of $10 million per casualty event and subject to reinvestment rights for a period of 365 days as may be extended by 180 days if a binding commitment has been entered into for the application thereof; (c) [Reserved]; (d) During such time as New LINN Term Loans remain outstanding, Proceeds of an Issuance of Debt, other than Debt expressly permitted by the Exit Financing Documents; (e) Swap proceeds to the extent any Borrowing Base Deficiency results from the unwinding or liquidation thereof; (f) [Reserved]; (g) [Reserved]; and (h) Upon a change of control (definition to be mutually agreed) the obligations under the Exit Financing Documents shall be due and payable.
Anti-Hoarding Provision	"Consolidated Cash Balance" shall mean, at any time, the aggregate amount of cash and cash equivalents, marketable securities, treasury bonds and bills, certificates of deposit, investments in money market funds and commercial paper, in each case, held or owned by (whether directly or indirectly), credited to the account of, or otherwise reflected as an asset on the balance sheet of, the Borrower and the Guarantors *less* Excluded Funds *less* amounts designated to be paid as purchase price under a binding acquisition agreement within thirty days of the relevant measurement date *less* any issued checks or initiated wires or ACH transfers *less* certain other amounts as may be agreed by the Administrative Agent and the Borrower. If, at any time New LINN Revolving Loans or letters of credit are

	outstanding, the Consolidated Cash Balance exceeds $[_____] as of the end of every five business days (ending on the Friday (or such other business day of each week as the Administrative Agent and Borrower may agree of every week commencing with the first full week after the Closing Date (the "Consolidated Cash Measurement Date"), then the Borrower shall, within one business day, prepay the New LINN Revolving Loans (with application to such tranche as the Borrower may elect) in an aggregate principal amount equal to such excess, and if any excess remains after prepaying all of the New LINN Revolving Loans to the extent there is any letter of credit exposure, pay to the Administrative Agent on behalf of the Lenders an amount equal to the remainder of such excess to be held as cash collateral for such letter of credit exposure. No breakage shall be payable with respect to and no prepayment notice shall be required for a prepayment made under this provision. Any amounts repaid under this provision shall be available for reborrowing.
Application of Payments	Except as set forth below, any prepayments shall be applied pro rata to the New LINN Loans 1. [Reserved] 2. Asset Sale Proceeds (including the equity of restricted subsidiaries): (a) If (i) the value of the assets or group of assets sold is less than $10 million in the aggregate per transaction or series of related transactions or (ii) during such time as the New LINN Term Loans have been paid in full and Non-Conforming Revolving Loans have been paid in full and terminated, the value of the assets or group of assets sold do not trigger the Conforming Borrowing Base Trigger), there shall be no required prepayment of the New LINN Loans or any required additional Borrowing Base Redetermination. (b) During such time as New LINN Term Loans are outstanding and/or the Non-Conforming Tranche of the New LINN Revolving Loans have not been terminated, if the value of the assets or group of assets sold is equal to or greater than $10 million per transaction or series of related transactions, the net cash proceeds shall be applied to the New LINN Loans as follows: (i) the Conforming Borrowing Base and the Total Borrowing Base shall each be reduced to the extent the assets sold were given credit in calculating the Conforming Borrowing Base (it being agreed and understood that any such resulting reduction shall be a permanent reduction in the Total Borrowing Base and shall require consent from 100% of Lenders in order to increase the Total Borrowing Base), (ii) the amount of the asset sale proceeds in an amount equal to the Conforming Borrowing Base deficiency existing as a result of the reduction in the Conforming Borrowing Base due to the sale of such assets shall be applied to the Conforming Tranche of the New LINN

	Revolving Loan (it being agreed and understood that the Borrowing Base redetermination in connection with such asset sale shall not exceed the lesser of (a) the net cash proceeds received from the sale of such assets or (b) the Conforming Borrowing Base value attributable to such assets), and (iii) amounts in excess of the amounts paid pursuant to clause (ii) above shall be applied against the New LINN Loans, as elected by the Borrower in its sole discretion, subject to reinvestment rights for a period of 365 days as may be extended by 180 days if a binding commitment has been entered into for the application thereof; *provided*, in the case of clause (iii), there shall be no permanent reduction of the New LINN Revolving Loans in the amount of such payment. (c) During such time as the New LINN Term Loans have been paid in full and the Non-Conforming Tranche of the New LINN Revolving Loans have been paid in full and terminated, if the value of the assets or group of assets sold to which proven reserves are associated is equal to or greater than 5% of the then applicable Conforming Borrowing Base when combined with all other asset sales performed since the last Scheduled Borrowing Base Redetermination (the "Conforming Borrowing Base Trigger"), the net cash proceeds shall be applied to the New LINN Loans as follows: (i) the Conforming Borrowing Base and the Total Borrowing Base shall each be reduced to the extent the assets sold were given credit in calculating the Conforming Borrowing Base (it being agreed and understood that any such resulting reduction shall be a permanent reduction in the Total Borrowing Base and shall require consent from 100% of Lenders in order to increase the Total Borrowing Base), and (ii) the amount of the asset sale proceeds in an amount equal to the Conforming Borrowing Base deficiency existing as a result of the reduction in the Conforming Borrowing Base due to the sale of such assets shall be applied to the Conforming Tranche of the New LINN Revolving Loans (it being agreed and understood that the Borrowing Base redetermination in connection with such asset sale shall not exceed the lesser of (a) the net cash proceeds received from the sale of such assets or (b) the Conforming Borrowing Base value attributable to such assets). (d) To the extent set forth above payments made pursuant to Asset Sales are required to be applied to the Term Loans, the Borrower may direct that such payments be made to amortization payments in direct order of maturity. 3. Voluntary Prepayments: Voluntary prepayments shall be applied as directed by the Borrower.
Collateral	The New LINN Loans shall be secured by first priority, perfected liens and security interests on substantially all personal and real property assets of the Borrower and the guarantors, including without limitation, a first priority, perfected lien on: (a) at least 95% of total proved reserves of the Borrower and the guarantors as set forth in the most recent reserve report delivered

	to the Administrative Agent (b) all present and future capital stock or other membership or partnership equity ownership or profit interests (collectively, "Equity Interests") owned or held of record or beneficially by each of the Borrower and each Guarantor; (c) all tangible and intangible personal property and assets of the Borrower and Guarantors (including, without limitation, all equipment, inventory and other goods, accounts, licenses, contracts, intellectual property and other general intangibles (including hedges and swap agreements), deposit accounts, securities accounts and other investment property and cash); and (d) all products, profits, and proceeds of the foregoing, in each case, subject to customary exceptions substantially consistent with the Existing Credit Agreement except as mutually agreed by the Lenders and the Borrower and as otherwise set forth in the Term Sheet. For the avoidance of doubt, all deposit accounts and securities accounts (excluding accounts used solely for (i) payroll to the extent not having a balance exceeding one payroll period at any time, (ii) tax withholding accounts, (iii) benefit trust accounts, (iv) zero balance accounts, (v) petty cash accounts containing less than a to be mutually agreed amount, (vi) royalty payment accounts and (vii) working interest accounts (the "Excluded Funds")) of the Borrower and Guarantors shall be subject to control agreements in form and substance reasonably satisfactory to the Administrative Agent and the Borrower.
Representations and Warranties	Limited to the representations and warranties in the Existing Credit Agreement to the extent relevant, except as mutually agreed by the Lenders and the Borrower and as otherwise set forth in the Term Sheet, each subject to exceptions that are usual and customary for transactions of this type as mutually agreed by the Lenders and the Borrower (to be applicable to the Borrower and each Guarantor). Additional representations and warranties related to the new structure and entities shall be agreed upon and included in the Exit Financing Documents.
Affirmative Covenants	Limited to affirmative covenants set forth in the Existing Credit Agreement to the extent relevant, except as mutually agreed by the Lenders and Borrower, and as otherwise set forth in the Term Sheet, each as subject to limitations and modifications as are usual and customary for transactions of this type as mutually agreed by the Lenders and the Borrower (to be applicable to the Borrower and each Guarantor), Additional affirmative covenants related to the new structure and entities shall be agreed upon and included in the Exit Financing Documents.
Negative Covenants	Limited to the following, each as subject to exceptions that are usual and customary for transactions of this type as mutually agreed by the Lenders

	and the Borrower (to be applicable to the Borrower and each Guarantor): (a) prohibition on dividends on, and redemptions and repurchases of, equity interests and other restricted payments and distributions ("Restricted Payments"), subject to mutually agreed exceptions for (i) Subsidiary dividends to its direct parent that is a Borrower or a Guarantor, (ii) tax dividends and (iii) other customary baskets and builder baskets to be mutually agreed; notwithstanding the foregoing, Borrower will be permitted to make Restricted Payments if all of the following criteria are met pro forma for such Restricted Payment immediately prior to and after making such Restricted Payment: (a) Borrower has elected to terminate the Non-Conforming Tranche permanently and the Term Loan has been paid in full, (b) Leverage Ratio is less than 2.5x, and (c) availability under the Conforming Tranche is at least twenty percent (20%) of the Conforming Borrowing Base. (b) prohibition on indebtedness and guarantees, other than (i) ordinary course permitted indebtedness as mutually agreed in the Exit Financing Documents and (ii) other unsecured indebtedness as long as (A) the Non-Conforming Tranche has been terminated and the Term Loan has been paid in full and (B) the Total Borrowing Base is reduced by 25 cents for every dollar of unsecured indebtedness principal incurred (junior lien debt will not be permitted without amendment subject to Majority Lender consent and intercreditor agreements satisfactory to the Administrative Agent in its sole discretion) (this clause (ii), "Junior Debt"); (c) prohibition on liens (other than customary mechanic's and materialman's liens, trade liens and other customary exceptions), including for junior lien debt to the extent permitted pursuant to clause (b) above; (d) limitations on hedging substantially identical to the Existing Credit Agreement (including with respect to the exceptions set forth in Section 9.16(h) of the Existing Credit Agreement); (e) limitations on sale-leaseback transactions; (f) limitations on loans and investments; (g) limitations on winding up, dissolutions, mergers, acquisitions and asset sales (subject to exceptions substantially consistent with the Existing Credit Agreement); (h) limitations on transactions with affiliates; (i) limitations on changes in business conducted by the Borrower and its subsidiaries and limitations on creation and formation of new subsidiaries; (j) limitations on amendments of governance documents, debt and

	other material agreements; (k) customary limitations on any holding company structure (if applicable); (l) Cash Management and Control Agreements; and (m) Limitation on use of Proceeds (no margin stock); (n) other included in the Existing Credit Agreement or as mutually agreed by the Borrower and the Lenders in the Exit Facility Documentation . Additional negative covenants related to the new structure and entities shall be agreed upon and included in the Exit Financing Documents.
Hedging	Covenant to enter into hedging arrangements satisfying the minimum volumes set forth below within 120 days after the Closing Date (or such later date as agreed in writing by the Majority Lenders): (a) 50% of reasonably expected PDP of oil and natural gas during the first calendar year following the Closing Date; (b) 33% of reasonably expected PDP of oil and natural gas during the second calendar year following the Closing Date; and (c) 25% of reasonably expected PDP of oil and natural gas during the third calendar year following the Closing Date. For the avoidance of doubt, the foregoing covenant shall be a one-time covenant post-emergence and shall not be an on-going requirement of the business; provided, however, that the hedges entered into shall be maintained for the three year period specified subject to replacements of such hedges and roll-offs of such hedges in connection with an asset sale.
Events of Default	Limited to the events of default in the Existing Credit Agreement to the extent relevant, except as mutually agreed by the Lenders and Borrower or as otherwise set forth in the Term Sheet, in each case subject to limitations and modifications as are usual and customary for transactions of this type as mutually agreed by the Lenders and the Borrower (to be applicable to the Borrower and each Guarantor). Additional defaults and events of default related to the new structure and entities shall be agreed upon and included in the Exit Financing Documents.
Majority Lenders	Lenders holding greater than 50% of (a) commitments in respect of the New LINN Loans *plus* (b) to the extent any commitments have been used, New LINN Loans extended under such commitments; *provided, however,* if there are three or fewer Lenders, then all Lenders shall constitute the Majority Lenders; *provided, further,* that for purposes of any amendment that directly and adversely affects the rights or obligations of just Lenders of the New

	LINN Term Loans, the Majority Lenders shall mean Lenders holding greater than 50% of (a) commitments in respect of the New LINN Term Loans *plus* (b) to the extent any such commitments have been used, New LINN Term Loans extended under such commitments *provided, further,* that for purposes of any amendment that directly and adversely affects the rights or obligations of just Lenders of the Conforming Tranche of New LINN Revolving Loans, the Majority Lenders shall mean Lenders holding greater than 50% of (a) commitments in respect of the Conforming Tranche of New LINN Revolving Loans *plus* (b) to the extent any such commitments have been used, the Conforming Tranche of New LINN Revolving Loans extended under such commitments; *provided, further,* that for purposes of any amendment that directly and adversely affects the rights or obligations of just Lenders of the Non-Conforming Tranche of New LINN Revolving Loans, the Majority Lenders shall mean Lenders holding greater than 50% of (a) commitments in respect of the Non-Conforming Tranche of New LINN Revolving Loans *plus* (b) to the extent any such commitments have been utilized, the Non-Conforming Tranche of New LINN Revolving Loans extended under such commitments; and *provided, further,* that for purposes of any amendment that directly and adversely affects the rights or obligations of just Lenders of the New LINN Revolving Loans, the Majority Lenders shall mean Lenders holding greater than 50% of (a) commitments in respect of the New LINN Revolving Loans *plus* (b) to the extent any such commitments have been used, the New LINN Revolving Loans extended under such commitments.
Borrowing Base Required Lenders	Lenders holding 66-2/3% of the total commitments of all Lenders in respect of the New LINN Revolving Loans.
Required Lenders	Lenders holding 66-2/3% of the total commitments of all Lenders under the Exit Financing Documents.
Reporting Requirements	Limited as set forth below: Audited year-end financial statements; (a) Quarterly unaudited financial statements (other than the last quarter of any fiscal year); (b) Annual budgets; (c) Defaults, Events of Default; (d) Quarterly Compliance Certificates; (e) Quarterly Reports of new hedges entered into, modifications to hedge positions and reporting of mark-to-market positions by trade and by counterparty (subject to the exceptions set forth in the

	Existing Credit Agreement); (f) Other applicable notices including without limitation those required by the Existing Credit Agreement, to the extent applicable; (g) Other notices as otherwise mutually agreed in the Exit Financing Documents; and (h) Any report, document or notice delivered to the shareholders, including reporting consistent with requirements of a public company, in each case delivered contemporaneously with delivery to the shareholders or board of directors. (i) To the extent not covered above, other reporting requirements under the Existing Credit Agreement to the extent relevant.
<u>Conditions Precedent to Closing</u>	Limited to the following conditions precedent on the closing date; provided that additional closing conditions related to the new structure and entities shall be agreed upon and included in the Exit Financing Documents.: (a) The Plan,[4] including without limitation, organizational structure, tax and securities law treatment and, if not LINN, the Borrower, shall be reasonably satisfactory in all respects to the Administrative Agent and the Consenting Lenders and shall have been confirmed and entered by the Bankruptcy Court. (b) The Plan Effective Date shall have occurred; (c) All Exit Financing Documents shall have been executed and delivered in form and substance reasonably satisfactory to the Administrative Agent, the Required Lenders and the Borrower with such original signatures and copies as the Administrative Agent may require; *provided, however*, if the Borrower has not received initial drafts of any collateral documentation by on or prior to 30 days prior to the Closing Date, then the terms of the Exit Financing Documents will not impair availability of the Facilities on the Closing Date if a perfected security interest in any such collateral (the security interest in respect of which cannot be perfected by means of the filing of a UCC financing statement, the making of a federal intellectual property filing or delivery of possession of capital stock or other certificated security of domestic entities) is not able to be provided on the Closing Date after Borrower's use of commercially reasonable efforts to do so, in which case, the perfection of such security interest in such collateral will not constitute a condition precedent to the

[4] NTD: Attach this Term Sheet to the Plan and negotiate a Plan Support Agreement rather than a revised Restructuring Support Agreement. The Plan must be explicit as to structure and entities and all terms that are to be contained in the must be satisfactory to the Consenting Lenders and all parties shall mutually agree as to terms in the Plan and be joint proponents. The Plan shall contain a settlement as between Debtors, Lenders, Unsecured Creditors and Second Lien Creditors party thereto.

	availability of the Facilities on the Closing Date, but a security interest in such collateral will be required to be perfected (or delivery of documentation necessary to establish such perfection will be required) no later than 30 days after the Closing Date pursuant to arrangements to be mutually agreed between Borrower and the Administrative Agent (or by such later date as the Administrative Agent may agree to in its sole discretion). (d) All corporate, limited liability company or limited partnership approvals necessary to authorize the New LINN Loans and the transactions contemplated by the Exit Financing Documents and the Plan shall be satisfactory to and have been delivered by each Borrower and Guarantor to the Administrative Agent, together with a certificate of the secretary, officer, manager or general partner of such Borrower or Guarantor attaching and certifying (i) such resolutions or consents, (ii) a long form certificate of good standing or other comparable status in the jurisdiction of organization or formation of such Borrower or Guarantor, (iii) a copy of the certificate or articles of organization or formation certified by the Secretary of State or other comparable body of the jurisdiction of organization or formation of such Borrower or Guarantor, (iv) a copy of the bylaws, operating agreement or partnership agreement of such Borrower or Guarantor, and (v) a certificate of incumbency for each individual authorized to execute the Exit Financing Documents. (e) Customary legal opinions of counsel to the Borrowers in form and substance reasonably satisfactory to Administrative Agent and its counsel; (f) The Borrower and each Guarantor shall have obtained all required material consents from any governmental or regulatory agency and all required material third party consents; (g) Pursuant to the Plan, the lenders under the Existing Credit Agreement shall have received a cash payment on account of prepetition Indebtedness in an aggregate amount not less than the sum of (i) $500 million from cash equity contributions at closing plus (ii) other amounts from Linn's cash on hand (net of Chapter 11 and transaction expenses) consistent with the Plan and subject to the cash hoarding requirements set forth herein; (h) The Administrative Agent shall have received a certificate of the chief executive officer or chief financial officer of the Borrower that all of the representations and warranties in the Exit Financing Documents are true and correct in al material respects, no Default or Event of Default shall have occurred or be continuing either before or will result from the making of the New LINN Loans or the transactions contemplated by the Exit Financing Documents and all of the conditions precedent have been satisfied or waived in

	accordance with the terms of the Exit Financing Documents. (i) The Administrative Agent shall have received a certificate of the chief financial officer that the Borrower and each Guarantor is solvent. (j) The Administrative Agent and the Lenders shall have received all fees and other expenses due and payable, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder; (k) The Administrative Agent shall have received an ACORD evidence of insurance certificate evidencing coverage of the Borrower, Guarantors and their respective subsidiaries and naming the Administrative Agent in such capacity for the Lenders as additional insured on all liability policies and loss payee on all property insurance policies; (l) The Administrative Agent shall have UCC-3s for the Borrower and Guarantor to be filed in each such person's state of incorporation or formation and received all possessory pledged collateral, including without limitation, pledged equity certificates and intercompany notes; and the Administrative Agent and its counsel shall be satisfied that such liens are first priority perfected liens (subject only to agreed permitted liens); (m) All of the representations and warranties in the Exit Financing Documents are true and correct in all material respects and no Default or Event of Default shall have occurred or be continuing either before or as a result from the making of the New LINN Loans; (n) Delivery of customary borrowing notice; and (o) Minimum cash equity contribution of $530 million.
Conditions to All Borrowings	The following conditions shall be satisfied for all borrowings and conditions shall be limited to the following conditions after the initial borrowing in all subsequent borrowings: (a) All of the representations and warranties in the Exit Financing Documents are true and correct in all material respects and no Default or Event of Default shall have occurred or be continuing either before or as a result from the making of the New LINN Loans; (b) Delivery of customary borrowing notice in the form specified in the Exit Financing Documents; (c) A Material Adverse Effect shall not have occurred or be continuing either before or as a result from the making of the New LINN Loans; and

	(d) After giving pro forma effect to such borrowing, the projected Consolidated Cash Balance as of the immediately following Consolidated Cash Measurement Date shall not exceed the greater of an amount to be mutually agreed and a percentage of the then current Conforming Borrowing Base to be mutually agreed as determined in good faith by the Borrower and certified by the Borrower as being based on estimates and assumptions that the Borrower believes in good faith to be reasonable at the time made (it being agreed and understood that no assurances can be given that projected results will be realized).
Assignments and Participations	Provisions relating to assignments and participations shall be substantially the same as the Existing Credit Agreement and shall include prohibitions on the assignment to affiliates of the Borrower; provided that the Borrower shall be permitted, subject to liquidity tests to be mutually agreed, to repurchase the New Term Loans in the open market from the holders of the Term Loans to the extent such New Term Loans are purchased by the Borrower and immediately retired.
Bail-In Requirements	The LSTA model form of European Union Bail-In Provisions will be incorporated.
Expense Reimbursement	Substantially the same as the Existing Credit Facility.
Indemnification	Substantially the same as the Existing Credit Facility.
Governing Law	State of Texas.

Exhibit C

Backstop Commitment Letter

Execution Version

October 7, 2016

Linn Energy, LLC
JPMorgan Chase Tower
600 Travis St #5100
Houston, TX 77002

Backstop Commitment Letter

Ladies and Gentlemen:

Linn Energy, LLC (the "Company"), and its direct and indirect subsidiaries other than Berry Petroleum Company, LLC ("Berry") and Linn Acquisition Company, LLC ("LAC") (Linn Energy, LLC, together with its direct and indirect subsidiaries other than Berry and LAC and each of their respective subsidiaries, each a "Debtor" and, collectively, the "Debtors") filed on May 11, 2016 voluntary cases under title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as now in effect or hereinafter amended, and the rules and regulations promulgated hereunder, the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Texas, Victoria Division (together with any court with jurisdiction over such cases, the "Bankruptcy Court"), which cases are being jointly administered under the case number 16-60040 (DRJ) (the "Chapter 11 Cases"). Each of the Debtors has continued to operate its business as a debtor and debtor in possession during its Chapter 11 Case. The Debtors have requested that certain holders of unsecured notes of the Debtors that are signatories hereto as of the date hereof (the "Initial Unsecured Commitment Parties") and that certain holders of second lien notes of the Debtors that are signatories hereto as of the date hereof (the "Initial Secured Commitment Parties" and, together with the Initial Unsecured Commitment Parties, the "Initial Commitment Parties") "backstop" equity rights offerings to be consummated through a joint chapter 11 plan of reorganization for the Debtors upon the terms and conditions set forth on Exhibit A hereto (such Exhibit, hereinafter referred to as the "Term Sheet"). Each Initial Unsecured Commitment Party and each entity that, after the date hereof and in accordance with this Commitment Letter, becomes a Joining Unsecured Commitment Party (as defined below) pursuant to Section 6 hereof or as to which a Unsecured Backstop Commitment (as defined below) is transferred pursuant to the second paragraph of Section 7 hereof, is referred to herein, individually, as an "Unsecured Commitment Party" and, collectively, as the "Unsecured Commitment Parties." Each Initial Secured Commitment Party and each entity that, after the date hereof and in accordance with this Commitment Letter, becomes a Joining Secured Commitment Party (as defined below) pursuant to Section 6 hereof or as to which a Secured Backstop Commitment (as defined below) is transferred pursuant to the second paragraph of Section 7 hereof, is referred to herein, individually, as a "Secured Commitment Party" and, collectively, as the "Secured Commitment Parties." The Secured Commitment Parties, together with the Unsecured Commitment Parties, are referred to herein as the "Commitment Parties". Capitalized

terms used in this Commitment Letter (this "Commitment Letter") that are not otherwise defined shall have the meanings ascribed to such terms in the Term Sheet. The term "Business Day" as used herein shall mean any day, other than a Saturday, Sunday or legal holiday, as defined in Bankruptcy Rule 9006(a).

The Term Sheet provides, among other things:

(a) that each holder of Allowed LINN Unsecured Notes Claims, as of the record date set therefor, shall be granted rights (the "Unsecured Subscription Rights") entitling such holder to subscribe for up to its pro rata share of a number of common shares of a newly-formed Delaware corporation or other entity, in each case, as provided for in the Term Sheet (the "Shares") in a rights offering (the "Unsecured Rights Offering", and such Shares offered thereunder, the "Unsecured Rights Offering Shares"), which Unsecured Rights Offering Shares, collectively, will reflect an aggregate purchase price of $319,004,408 calculated by multiplying the number of Shares offered in the Unsecured Rights Offering by a price per Share reflective of the Plan Value less a 20% discount thereto (the "Purchase Price"). All holders of Allowed LINN Unsecured Notes Claims shall have the right, but not the obligation, to participate in the Unsecured Rights Offering as provided in the Term Sheet; and

(b) that each holder of Allowed LINN Second Lien Notes Claims, as of the record date set therefor, shall be granted rights (the "Secured Subscription Rights" and, together with the Unsecured Subscription Rights, the "Subscription Rights") entitling such holder to subscribe for up to its pro rata share of a number of Shares in a rights offering (the "Secured Rights Offering" and, together with the Unsecured Rights Offering, the "Rights Offerings", and such Shares offered under the Secured Rights Offering, the "Secured Rights Offering Shares" and, together with the Unsecured Rights Offering Shares, the "Rights Offering Shares") which Secured Rights Offering Shares, collectively, will reflect an aggregate purchase price of $210,995,592 calculated by multiplying the number of Shares offered in the Secured Rights Offering by the Purchase Price. All holders of Allowed LINN Second Lien Notes Claims shall have the right, but not the obligation, to participate in the Secured Rights Offering as provided in the Term Sheet.

1. Backstop Commitment.

(a) Each Unsecured Commitment Party (i) shall fully exercise all Unsecured Subscription Rights that are issued to it pursuant to the Unsecured Rights Offering and duly purchase all Unsecured Rights Offering Shares issuable to it pursuant to such exercise at the Purchase Price (each an "Unsecured Subscription Rights Commitment" and, collectively, the "Unsecured Subscription Rights Commitments") and (ii) agrees to purchase (on a several and not joint basis) the Unsecured Rights Offering Shares (based on a price per Share equal to Plan Value less a 25% discount thereto (the "Discounted Backstop Price")) that are not purchased as part of the Unsecured Rights Offering by holders of Allowed LINN Unsecured Notes Claims that are not Unsecured Commitment Parties (together with any additional Shares, at the Discounted Backstop Price, issued on account of such unpurchased Unsecured Rights Offering Shares to account for the Discounted Backstop Price at which the unpurchased Shares are to be sold), in accordance with the percentage set forth on Schedule IA hereto opposite the name of such Unsecured Commitment Party, as the percentage on such Schedule IA may be adjusted from

time to time in accordance with Section 6 and Section 7 hereof (as to each Unsecured Commitment Party, its "Unsecured Backstop Commitment Percentage"), on the terms and subject to the conditions set forth in this Commitment Letter and in the Term Sheet (each an "Unsecured Backstop Commitment" and, collectively, the "Unsecured Backstop Commitments"). The Unsecured Subscription Rights Commitment together with the Unsecured Backstop Commitment of an Unsecured Commitment Party are referred to herein as the "Unsecured Commitment" of such Unsecured Commitment Party, and, collectively with the Unsecured Commitment of each other Unsecured Commitment Party, the "Unsecured Commitments".

(b) Each Secured Commitment Party (i) shall fully exercise all Secured Subscription Rights that are issued to it pursuant to the Secured Rights Offering and duly purchase all Secured Rights Offering Shares issuable to it pursuant to such exercise at the Purchase Price (each a "Secured Subscription Rights Commitment" and, collectively, the "Secured Subscription Rights Commitments") and (ii) agrees to purchase (on a several and not joint basis) the Secured Rights Offering Shares (based on the Discounted Backstop Price) that are not purchased as part of the Secured Rights Offering by holders of Allowed LINN Second Lien Notes Claims that are not Secured Commitment Parties (together with any additional Shares, at the Discounted Backstop Price, issued on account of such unpurchased Secured Rights Offering Shares to account for the Discounted Backstop Price at which the unpurchased Shares are to be sold), in accordance with the percentage set forth on Schedule IB hereto opposite the name of such Secured Commitment Party, as the percentage on such Schedule IB may be adjusted from time to time in accordance with Section 6 and Section 7 hereof (as to each Secured Commitment Party, its "Secured Backstop Commitment Percentage"), on the terms and subject to the conditions set forth in this Commitment Letter and in the Term Sheet (each a "Secured Backstop Commitment" and, collectively, the "Secured Backstop Commitments"). The Secured Subscription Rights Commitment together with the Secured Backstop Commitment of a Secured Commitment Party are referred to herein as the "Secured Commitment" of such Secured Commitment Party, and, collectively with the Secured Commitment of each other Secured Commitment Party, the "Secured Commitments". The Secured Backstop Commitments, together with the Unsecured Backstop Commitments are referred to herein as the "Backstop Commitments". The Secured Commitments, together with the Unsecured Commitments, are referred to herein as the "Commitments".

(c) The Commitment Parties and, by countersigning this Commitment Letter, the Debtors, hereby agree to cooperate, negotiate in good faith and seek to execute promptly following the date hereof a long-form "backstop commitment agreement" (including any exhibits and schedules thereto, hereinafter collectively referred to as the "Backstop Commitment Agreement") on terms consistent with the Term Sheet, containing such other terms as are customary for transactions of this type and mutually acceptable and otherwise in form and substance acceptable to the Requisite Commitment Parties and the Debtors, *provided*, that the parties hereto acknowledge that the only conditions precedents or termination provisions to be included in the Backstop Commitment Agreement shall be as reflected in the Term Sheet. Upon its execution and approval by an order entered by the Bankruptcy Court, the Backstop Commitment Agreement shall supersede this Commitment Letter.

2. Certain Conditions.

The obligations of the Debtors to issue the Rights Offering Shares (together with any additional Shares issued on account of any unpurchased Rights Offering Shares to account for the Discounted Backstop Price at which the unpurchased Shares are to be sold) and the Commitment Parties to purchase their Commitments hereunder shall be subject to the execution and delivery by the Commitment Parties and the Debtors of the Backstop Commitment Agreement, which shall be on terms consistent with the Term Sheet, containing such other terms as are customary for transactions of this type and mutually acceptable, and otherwise in form and substance acceptable to the Requisite Commitment Parties and the Debtors, *provided*, that the parties hereto acknowledge that the only conditions precedents or termination provisions to be included in the Backstop Commitment Agreement shall be as reflected in the Term Sheet.

3. Termination.

This Commitment Letter shall terminate (i) automatically, without further action or notice by any person, upon the execution and delivery of the Backstop Commitment Agreement by the Company and each Initial Commitment Party and each other additional Commitment Party, if any, that joins this Commitment Letter pursuant to Section 6 or Section 7 hereof, (ii) upon written notice by the Company or the Requisite Commitment Parties if the Backstop Commitment Agreement is not executed and delivered by the Company and each Initial Commitment Party and each other additional Commitment Party, if any, that joins this Commitment Letter pursuant to Section 6 or Section 7 hereof within ten (10) Business Days following the date hereof, provided that such date may be extended by an additional ten (10) Business Days with the prior written consent of the Requisite Commitment Parties and the Company (such date, as may be extended as provided in this clause (ii), the "Outside Date"), (iii) upon written notice by the Company if the board of directors of the Company determines that continued performance under this Commitment Letter (including taking any action or refraining from taking any action) would be inconsistent with the exercise of its fiduciary duties under applicable law (as reasonably determined by the board of directors of the Company in good faith after consultation with outside legal counsel and based on the advice of such counsel), (iv) if the Restructuring Support Agreement, dated the date hereof, among the Debtors, the Commitment Parties and the other parties hereto, is (A) terminated by the Debtors with respect to all other parties thereto, then upon written notice by the Company with respect thereto or hereto or (B) terminated by the Required Consenting LINN Noteholders (as defined therein) in accordance with the terms thereof, then upon written notice by the Requisite Commitment Parties or (v) upon written notice by the Company, on the one hand, or the Requisite Commitment Parties, on the other hand, as applicable, of such termination if the other parties have materially breached their representations, warranties or covenants contained herein and such breach is not otherwise cured by the breaching party within (five) 5 Business Days of receipt of written notice of such breach from the non-breaching party. Additionally, this Commitment Letter may be terminated and the transactions contemplated hereby may be abandoned at any time by mutual written consent of the Company and the Requisite Commitment Parties. Upon any termination pursuant to the terms herein, this Commitment Letter shall forthwith become void and there shall be no further obligations or liabilities on the part of the Debtors or the Commitment Parties; provided that the Debtors' reimbursement obligations pursuant to Section 4 of this Commitment Letter (subject to the terms and conditions specified under "Expense Reimbursement" in the Term Sheet), the Backstop Commitment Premium and indemnification obligations pursuant to Section 5 of this Commitment Letter shall survive the termination of this Commitment Letter indefinitely

and shall remain in full force and effect, in each case so long as the BCA Approval Order has been entered by the Bankruptcy Court prior to the date of termination.

4. Fees.

The Debtors shall reimburse the fees and expenses of the Commitment Parties set forth under "Expense Reimbursement" in the Term Sheet, in accordance with the terms and conditions specified in the Term Sheet, so long as the BCA Approval Order has been entered by the Bankruptcy Court prior to the date of termination. If this Commitment Letter is terminated and the BCA Approval Order shall not have been entered prior to the date of such termination, nothing contained herein shall limit or restrict (i) the Commitment Parties from seeking allowance and payment of such fees and expenses of the Commitment Parties as administrative expenses of the Debtors' estates under the Bankruptcy Code, including under Sections 503(b) and 507 thereof or (ii) the Debtors' right to object thereto.

5. Indemnification.

(a) If following the date hereof any action, suit or proceeding (related to or arising from this Commitment Letter or the transactions contemplated hereby or any claim, challenge, litigation, investigation or proceeding relating to any of the foregoing) shall be commenced against, or any claim or demand (related to or arising from this Commitment Letter or the transactions contemplated hereby) shall be asserted against any of the Commitment Parties by a third-party, then the Debtors together with their successors, on a joint and several basis, (each, an "Indemnifying Party") shall indemnify, defend and hold harmless each Commitment Party and each of such Commitment Party's affiliates and each of their respective officers, directors, managers, partners, stockholders, employees, advisors, agents and other representatives and any affiliate of the foregoing, and each of its respective successors and permitted assigns (each, an "Indemnified Party") from and against, and shall promptly reimburse each Indemnified Party for, all losses, damages, liabilities, costs and expenses, including, without limitation, interest, court costs and reasonable attorneys' fees and expenses arising or resulting from or in connection with any such action, suit or proceeding by a third-party (collectively, "Indemnified Liabilities"); provided, however that Indemnified Liabilities shall exclude any portion of such losses, damages, liabilities, costs or expenses found by a final, non-appealable judgment of a court of competent jurisdiction to arise from an Indemnified Party's gross negligence, willful misconduct or fraud.

(b) Each Indemnified Party entitled to indemnification hereunder shall (i) give prompt written notice to the Indemnifying Party of any claim with respect to which it seeks indemnification or contribution pursuant to this Commitment Letter and (ii) permit such Indemnifying Party to assume the defense of such claim with counsel selected by the Indemnified Party and reasonably satisfactory to the Indemnifying Party; provided, however, that any Indemnified Party entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (x) the Indemnifying Party has agreed in writing to pay such fees and expenses, (y) the Indemnifying Party shall have failed to assume the defense of such claim within 20 days of delivery of the written notice of the Indemnified Party with respect to such claim or failed to employ counsel selected by such

Indemnifying Party and reasonably satisfactory to such Indemnified Party or (z) in the reasonable judgment of such Indemnified Party, based upon advice of its counsel, a conflict of interest may exist between such Indemnified Party and the Indemnifying Party with respect to such claims (in which case, if the Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense of such claim on behalf of such Indemnified Party). In connection with any settlement negotiated by an Indemnifying Party, no Indemnifying Party shall, and no Indemnified Party shall be required by an Indemnifying Party to, (i) enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party of a release from all liability in respect to such claim or litigation, (ii) enter into any settlement that attributes, by its terms, liability to the Indemnified Party, or (iii) consent to the entry of any judgment that does not include as a term thereof a full dismissal of the litigation or proceeding with prejudice. In addition, without the consent of the Indemnified Party (which consent shall not be unreasonably withheld), no Indemnifying Party shall be permitted to consent to entry of any judgment or enter into any settlement which provides for any action on the part of the Indemnified Party other than the payment of money damages which are to be paid in full by the Indemnifying Party. If an Indemnifying Party fails or elects not to assume the defense of a claim pursuant to clause (y) above, or is not entitled to assume or continue the defense of such claim pursuant to clause (z) above, the Indemnified Party shall have the right without prejudice to its right of indemnification hereunder to, in its discretion, exercise in good faith and upon advice of counsel its rights to contest, defend and litigate such claim and may settle such claim, either before or after the initiation of litigation, at such time and upon such terms as the Indemnified Party deems fair and reasonable; provided, however that at least 10 days prior to any settlement, written notice of its intention to settle is given to the Indemnifying Party. If requested by the Indemnifying Party, the Indemnified Party agrees (at no expense to the Indemnified Party) to cooperate with the Indemnifying Party and its counsel in contesting any claim that the Indemnifying Party elects to contest.

6. Joinders.

Commencing on the date hereof, and continuing until the fifth Business Day thereafter, any entity that is (a) a member of the Ad Hoc Group of Unsecured Noteholders may, subject to the consent of the Initial Unsecured Commitment Parties holding at least $66^{2/3}\%$ of the Unsecured Commitments or (b) a member of the Ad Hoc Group of Second Lien Noteholders may, subject to the consent of the Initial Secured Commitment Parties holding at least $66^{2/3}\%$ of the Secured Commitments, pursuant to a joinder agreement substantially in the form attached hereto as Annex A (a "Joinder Agreement"), agree to join in and become bound by this Commitment Letter as a Commitment Party having an Unsecured Backstop Commitment Percentage and/or Secured Backstop Commitment Percentage, as applicable, at such Joining Commitment Party's (as defined below) option, not to exceed its applicable Maximum Backstop Commitment Percentage (as defined below), and upon delivery by such entity and the Company of a duly executed Joinder Agreement, such entity shall be fully bound as an Unsecured Commitment Party (a "Joining Unsecured Commitment Party") and/or as a Secured Commitment Party (a "Joining Secured Commitment Party" and, all such Joining Unsecured Commitment Parties and Joining Secured Commitment Parties being collectively referred to herein as "Joining Commitment Parties") hereunder for all purposes of this Commitment Letter,

provided, that (i) the Joining Commitment Party is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act of 1933, as amended (the "Securities Act") or a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act, and shall have provided the Debtors evidence of the foregoing to the Debtors' reasonable satisfaction, (ii) the Joining Commitment Party shall have provided to the Debtors proof of its holdings of Allowed LINN Second Lien Notes Claims and/or Allowed LINN Unsecured Notes Claims that is reasonably satisfactory to the Debtors, (iii) the Joining Commitment Party shall have delivered to the Debtors a duly executed joinder to the Restructuring Support Agreement, and (iv) the Joining Commitment Party shall have deposited with an agent of the Debtors or into an escrow account under arrangements satisfactory to the Debtors funds sufficient, in the reasonable determination of the Debtors, to satisfy such Joining Commitment Party's Commitment, unless the Debtors shall have determined, in their reasonable discretion, that the Joining Commitment Party is capable of fulfilling such obligations. Upon the entry by the Joining Commitment Party into a Joinder Agreement in accordance with the foregoing, the Company shall update (x) Schedule IA hereto to reflect the Joining Commitment Parties' Unsecured Backstop Commitment Percentage and/or Schedule IB hereto to reflect the Joining Commitment Parties' Secured Backstop Commitment Percentage, as applicable, with a corresponding decrease pro rata in the Unsecured Backstop Commitment Percentages and/or Secured Backstop Commitment Percentages, as applicable, of the Initial Commitment Parties party hereto as of the date of entry into the Joinder Agreement, and such updates shall not constitute an amendment to this Commitment Letter. The Company shall provide a copy of any such Joinder Agreement and any updates to Schedules IA and IB hereto to counsel to the Commitment Parties promptly, and in any event within one (1) Business Day following the entry into a Joinder Agreement.

The "Maximum Backstop Commitment Percentage" of any Joining Commitment Party shall be equal to the quotient, expressed as a percentage, of the Allowed LINN Second Lien Notes Claims or Allowed LINN Unsecured Notes Claims, as applicable, held by the Joining Commitment Party divided by the aggregate amount of all Allowed LINN Second Lien Notes Claims or Allowed LINN Unsecured Notes Claims outstanding, respectively.

7. Transfer and Assignment; Third Party Beneficiaries.

Commitment Parties shall not be entitled to transfer, directly or indirectly, all or any portion of their Backstop Commitments except as expressly provided in this Section 7. Each Commitment Party shall have the right to transfer, directly or indirectly, all or any portion of its Backstop Commitment to (i) any investment fund the primary investment advisor to which is such Commitment Party or an affiliate thereof (an "Affiliated Fund") or (ii) one or more special purpose vehicles that are wholly owned by one or more of such Commitment Party and its Affiliated Funds, created for the purpose of holding such Backstop Commitment or holding debt or equity of the Debtors, provided, that such Commitment Party either (A) shall have provided an adequate equity support letter or a guarantee of such special purpose vehicle's Backstop Commitment in form and substance reasonably acceptable to the Debtors or (B) shall remain obligated to fund such Backstop Commitment; provided, further that such special purpose vehicle shall not be related to or affiliated with any portfolio company of such Commitment Party or any of its affiliates or Affiliated Funds (other than solely by virtue of its affiliation with such Commitment Party) and the equity of such special purpose vehicle shall not be directly or indirectly transferable other than to such entities described in clauses (i) or (ii) above, and in

such manner as such Commitment Party's Backstop Commitment is transferable pursuant to this paragraph (each of the entities referred to in clauses (i) and (ii) above, an "Ultimate Purchaser"). In each case of a Commitment Party's transfer of all or any portion of its Backstop Commitment pursuant to this paragraph, (1) the Ultimate Purchaser shall have provided a written agreement to the Debtors and counsel to the Commitment Parties under which it (x) confirms that it is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act or a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act, (y) agrees to purchase such portion of such Commitment Party's Backstop Commitment and (z) agrees to be fully bound by, and subject to, this Commitment Letter as a Commitment Party hereto, and (2) the transferring Commitment Party and the Ultimate Purchaser shall have duly executed and delivered to the Debtors written notice of such transfer; provided, however, that no such transfer shall relieve the transferring Commitment Party from any of its obligations under this Commitment Letter. Notwithstanding anything to the contrary, the terms "Initial Commitment Party" and "Initial Commitment Parties" shall include any Ultimate Purchaser pursuant to the provisions of this paragraph.

In addition to transfers pursuant to the preceding paragraph, each Commitment Party shall have the right to transfer, directly or indirectly, all or any portion of its Backstop Commitment to any other entity; provided, that (i) with respect any such transfer of a Backstop Commitment to a single transferee, the amount of such Backstop Commitment, as compared to the aggregate Backstop Commitment of all Commitment Parties (the "Aggregate Backstop Commitment Percentage") is no less than 0.2%, or all of the Backstop Commitment of such Commitment Party or the Backstop Commitment of any fund or account on behalf of which such Commitment Party is acting if such Commitment Party, fund or account holds a Backstop Commitment representing less than 0.2% of the Aggregate Backstop Commitment Percentage of all Commitment Parties (ii) with respect to any transferee that is not a Commitment Party, such transferee agrees, pursuant to a Joinder Agreement, to be bound by the obligations of such Commitment Party under this Commitment Letter, and each of such Commitment Party, such transferee and the Company shall have duly executed and delivered to each other a copy of such Joinder Agreement, and (iii) with respect to any transferee that is a Commitment Party, such transferee and the transferring Commitment Party shall have duly executed and delivered to the Debtors written notice of such transfer in form and substance reasonably acceptable to the Debtors, and the Debtors shall have delivered countersigned copies of such notice to such transferee and the transferring Commitment Party and to counsel to the Commitment Parties, and provided, further, that (except with respect to a transfer to an Initial Commitment Party) (i) either the Debtors, acting in good faith, shall have determined, in their reasonable discretion after due inquiry and investigation, that the proposed transferee is reasonably capable of fulfilling such obligations, or, (ii) absent such a determination, the proposed transferee shall have deposited with an agent of the Debtors or into an escrow account under arrangements satisfactory to the Debtors funds sufficient, in the reasonable determination of the Debtors, to satisfy such proposed transferee's Backstop Commitment. Upon compliance with this paragraph, the transferring Commitment Party shall be deemed to relinquish its rights (and be released from its obligations, except for any claim for breach of this Commitment Letter that occurs prior to such transfer) under this Commitment Letter to the extent of such transferred rights and obligations, and the transferee shall be fully bound as a Commitment Party hereunder for all purposes of this Commitment Letter. Any transfer made in violation of this paragraph shall be deemed null and

void ab initio and of no force or effect, regardless of any prior notice provided to the Debtors or any Commitment Party, and shall not create any obligation or liability of any Debtor or any other Commitment Party to the purported transferee. Upon the effectiveness of any transfer of all or a portion of a Backstop Commitment pursuant to this Section 7, the Company shall update Schedule IA and/or Schedule IB hereto, as applicable, to reflect such transfer, and such updates shall not constitute an amendment to this Commitment Letter. The Company shall provide a copy of any such transfer notice, Joinder Agreement or other agreement entered into in connection with any transfers pursuant to this Section 7, together with any updates to Schedules IA and/or IB hereto, to counsel to the Commitment Parties promptly, and in any event within one (1) Business Day following receipt by the Company of any such agreement or notice or the date of any such update, as applicable.

Except as provided in this Section 7, neither this Commitment Letter nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the Company and the Requisite Commitment Parties, which consent shall not be unreasonably withheld, conditioned or delayed, and any purported assignment in violation of this Section 7 shall be void *ab initio.*

Except as provided in Section 5 of this Commitment Letter with respect to the Indemnified Party, this Commitment Letter is not intended to and does not confer upon any person other than the parties hereto any rights or remedies under this Commitment Letter.

8. Representations and Warranties.

(a) Each of the Initial Commitment Parties severally and not jointly represents and warrants to the Debtors as follows:

(i) Such Initial Commitment Party has been duly organized or formed, as applicable, and is validly existing in good standing under the applicable laws of its jurisdiction of organization or formation. Such Initial Commitment Party has the requisite power and authority to enter into, execute and deliver this Commitment Letter and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Commitment Letter. This Commitment Letter has been duly and validly executed and delivered by such Initial Commitment Party and, assuming due and valid execution hereof by the Company, constitutes its valid and binding obligation, enforceable against such Initial Commitment Party in accordance with its terms. Such Initial Commitment Party has, and will have on the dates its Commitments hereunder are required to be performed, sufficient funds available to purchase its Commitments hereunder on the terms contemplated by this Commitment Letter and the Term Sheet and to consummate the other transactions contemplated by this Commitment Letter and the Term Sheet.

(b) The Company represents and warrants to the Initial Commitment Parties as follows:

(i) The Company has been duly organized and is validly existing as a limited liability company in good standing under the applicable laws of the State of Delaware. The Company has the requisite power and authority to enter into, execute and deliver this Commitment Letter and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Commitment Letter. This Commitment Letter has been duly and validly executed and delivered by the Company and, subject to entry of any required orders of the Bankruptcy Court, and assuming valid execution hereof by the Initial Commitment Parties, constitutes its valid and binding obligation, enforceable against the Company in accordance with its terms.

9. Confidentiality. Except as may be required by law or the Bankruptcy Court, the Company agrees to keep confidential and not provide or disclose any of (i) the Unsecured Backstop Commitment Percentages set forth in Schedule IA hereto or (ii) the Secured Backstop Commitment Percentages set forth in Schedule IB hereto, except in each case as provided herein.

10. Specific Performance.

The parties hereto agree that irreparable damage would occur if any provision of this Commitment Letter were not performed in accordance with the terms hereof and that the parties hereto shall be entitled to an injunction or injunctions without the necessity of posting a bond to prevent breaches of this Commitment Letter or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in this Commitment Letter, no right or remedy described or provided in this Commitment Letter is intended to be exclusive or to preclude a party hereto from pursuing other rights and remedies to the extent available under this Commitment Letter, at law or in equity.

11. Governing Law; Jurisdiction.

This Commitment Letter shall be governed and construed in accordance with the laws of the State of New York without application of any choice of law provisions that would require the application of the laws of another jurisdiction. The parties hereto consent and agree that any *action* to enforce this Commitment Letter or any dispute, whether such dispute arises in law or equity, arising out of or relating to this Commitment Letter and the agreements, instruments and documents contemplated hereby shall be brought exclusively in the Bankruptcy Court. The parties consent to and agree to the exclusive jurisdiction of the Bankruptcy Court. Each of the parties hereby waives and agrees not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that (i) such party is not personally subject to the jurisdiction of the Bankruptcy Court, (ii) such party and such party's property is immune from any legal process issued by the Bankruptcy Court or (iii) any litigation or other proceeding commenced in the Bankruptcy Court is brought in an inconvenient forum.

12. Amendments.

This Commitment Letter represents the final agreement and the entire understanding among the parties hereto with respect to the subject matter hereof and may not be contradicted by evidence of prior or contemporaneous agreements and understandings of the parties. There are no unwritten oral agreements or understandings between the parties relating to the subject matter hereof. This Commitment Letter may only be modified, amended or supplemented as provided by the Term Sheet, or by an agreement signed by the Company and the Requisite Commitment Parties, provided, that (a) any Commitment Party's prior written consent shall be required for any amendment that would, directly or indirectly: (i) increase the amount of such Commitment Party's Commitment, (ii) modify such Commitment Party's Unsecured Backstop Commitment Percentage or Secured Backstop Commitment Percentage (other than as described herein pursuant to Section 6 and Section 7), (iii) increase the Discounted Backstop Price or the Purchase Price, or (iv) have a materially adverse and disproportionate effect on such Commitment Party; (b) the prior written consent of each Initial Commitment Party that is still a Commitment Party as of such date of amendment shall be required for any amendment to the definition of "Requisite Commitment Parties" or "Outside Date" herein; and (c) no amendment or modification of the rights or obligations of the Unsecured Commitment Parties or the Secured Commitment Parties or the terms of the Unsecured Rights Offering or the Secured Rights Offering as set forth hereunder may be made unless either (i) such amendments or modifications are applied to the rights or obligations of each of the Unsecured Commitments Parties and the Secured Commitment Parties *mutatis mutandis* or applied to the terms of the Unsecured Rights Offering and the Secured Rights Offering *mutatis mutandis*, as applicable or (ii) Unsecured Commitment Parties holding at least $66^{2/3}$% of the aggregate Unsecured Backstop Commitment Percentage and Secured Commitment Parties holding at least $66^{2/3}$% of the aggregate Secured Backstop Commitment Percentage consent to such amendment or modification. Notwithstanding the foregoing, the Schedule IA and IB hereto shall be revised as necessary without requiring a written instrument signed by the Company and the Requisite Commitment Parties to reflect changes in the composition of the Commitment Parties and Unsecured Backstop Commitment Percentages or Secured Backstop Commitment Percentages, as applicable, as a result of joinders and transfers permitted in accordance with the terms and conditions of this Commitment Letter.

13. Counterparts.

This Commitment Letter may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties and delivered to each other party (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

14. No Fiduciary Duties.

Notwithstanding anything to the contrary herein, the entry into this Commitment Letter and the transactions contemplated hereby shall not create any fiduciary duties between and among the Commitment Parties or other duties or responsibilities to each other, the Debtors, or any Debtor's creditors or other stakeholders.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have duly executed this Commitment Letter as of the date first above written.

:

AGREED AND ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

LINN ENERGY, LLC, as Debtor

By: _____

Name: David B. Rottino

Title: Executive Vice President and Chief Financial Officer

SCHEDULE IA – UNSECURED BACKSTOP COMMITMENTS

[Privileged and Confidential]

SCHEDULE IB – SECURED BACKSTOP COMMITMENTS

[Privileged and Confidential]

ANNEX A

FORM OF JOINDER AGREEMENT

This joinder agreement (the "Joinder Agreement") to Backstop Commitment Letter dated October [●], 2016 (as amended, supplemented or otherwise modified from time to time, the "Agreement"), between the Debtors (as defined in the Agreement) and the Commitment Parties (as defined in the Agreement) is executed and delivered by _____ (the "Joining Party") as of _____, 2016 (the "Joinder Date"). Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Agreement.

Agreement to be Bound. The Joining Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Joinder Agreement as Annex I (as the same has been or may be hereafter amended, restated or otherwise modified from time to time in accordance with the provisions hereof). The Joining Party shall hereafter be deemed to be a "Commitment Party" for all purposes under the Agreement.

Representations and Warranties. The Joining Party hereby severally and not jointly makes the representations and warranties of the Initial Commitment Parties set forth in Section 8(a) of the Agreement to the Debtors as of the date of this Joinder Agreement.

Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of New York without application of any choice of law provisions that would require the application of the laws of another jurisdiction.

[*Signature pages follow*.]

IN WITNESS WHEREOF, the Joining Party has caused this Joinder Agreement to be executed as of the Joinder Date.

JOINING PARTY

[COMMITMENT PARTY], by and on behalf of certain of its and its affiliates' managed funds and/or accounts

By:_____
Name:
Title:

Holdings of Unsecured Notes:

_____

Holdings of Secured Notes:

_____

AGREED AND ACCEPTED AS OF THE JOINDER DATE:

LINN ENERGY, LLC, as Debtor

By:_____
Name:
Title:

EXHIBIT A – TERM SHEET

EXECUTION COPY

LINN ENERGY, LLC

BACKSTOP TERM SHEET

This rights offering backstop term sheet (this "Term Sheet") is not an offer or a solicitation with respect to any securities of Linn Energy, LLC or Newco (as defined in the RSA (as defined below)) or any of the Company's subsidiaries or affiliates. Any such offer or solicitation shall comply with all applicable securities laws and/or provisions of title 11 of the United States Code (as amended, the "Bankruptcy Code"). This Term Sheet is being provided in connection with that certain Restructuring Support Agreement, dated as of October 7, 2016, by and among Linn Energy, LLC, on behalf of itself and its direct and indirect subsidiaries (collectively, excluding Linn Acquisition Company, LLC and Berry Petroleum Company, LLC and their direct and indirect subsidiaries, the "Company"), certain holders of claims pursuant to the Company's Sixth Amended and Restated Credit Agreement dated April 24, 2013, and certain holders of notes issued by the Company (together with the restructuring term sheet and other exhibits attached thereto, the "Restructuring Support Agreement" or "RSA"), and sets forth certain principal terms and conditions of the rights offering and backstop transactions contemplated thereby.

Capitalized terms that are used and not otherwise defined herein shall have the meanings given to them in the Restructuring Support Agreement.

RIGHTS OFFERING	
Term	**Description**
Rights Offering:	This Term Sheet describes (a) the proposed rights offering (the "Unsecured Rights Offering") of a number of shares of common stock (the "Unsecured Rights Offering Shares") in a newly-formed Delaware corporation (the "Issuer") for an aggregate purchase price of $319,004,408 at a price per share to be determined using the Plan Value (as defined in the Restructuring Term Sheet (as defined below)) and applying a 20% discount thereto (the "Per Share Price") and (b) the proposed rights offering (the "Secured Rights Offering" and together with the Unsecured Rights Offering, the "Rights Offerings") of a number of shares of Issuer common stock (the "Secured Rights Offering Shares" and, together with the Unsecured Rights Offering Shares, the "Rights Offering Shares"), for an aggregate purchase price of $210,995,592 at a price per share equal to the Per Share Price. The aggregate number of Rights Offering Shares shall be reasonably acceptable to the Requisite Commitment Parties (as defined below). The Rights Offering will be conducted by the Company on behalf of the Issuer, which will be formed no more than one business day before the Effective Date, and the Plan (as defined below) will provide that the rights and obligations of the Company hereunder will vest in the Issuer on the Effective Date. Notwithstanding anything contained herein, the Requisite Commitment Parties will have the right, at any time prior to the Disclosure Statement hearing, to elect to require that (a) the Issuer be organized as a Delaware limited liability company instead of a Delaware corporation, (b) the Issuer be formed and owned by the Debtors prior to the Effective Date, and/or (c) the Debtors use

	reasonably best efforts to either (i) cause Linn Energy, LLC's registration under Section 12 of the Exchange Act to be terminated on the Effective Date or as promptly as practicable thereafter or (ii) cause the Issuer to be registered under Section 12 of the Exchange Act (as the "successor issuer" to Linn Energy, LLC or otherwise) on the Effective Date or as promptly as practicable thereafter; provided, however, that if the Debtors determine, in their reasonable discretion, that causing the Issuer to be formed and owned by the Debtors would lead to a material risk of any negative tax consequences to any Debtor (including, but not limited to, a material risk of tax liability at LinnCo LLC), the Debtors shall not be required to form and/or own the Issuer; provided, further, however, that in a case where the Issuer is not formed or owned by the Debtors, the Requisite Commitment Parties may cause the Issuer to be formed by a non-Debtor, non-Commitment Party third party (provided that in the reasonable judgment of the Debtors such formation does not result in a material risk of any negative tax consequences to any Debtor (including, but not limited to, a material risk of tax liability at LinnCo LLC)); provided, further, however, that for the avoidance of doubt, in all cases, the Debtors shall conduct the Unsecured Rights Offering and the Secured Rights Offering, including where the Issuer is not formed or owned by the Debtors (in which case the Debtors shall conduct the Unsecured Rights Offering and the Secured Rights Offering on the Issuer's behalf), the Issuer shall not be owned by any of the Commitment Parties prior to the closing of the Unsecured Rights Offering and the Secured Rights Offering, the Issuer shall be a successor to the Debtor under the Plan and the Rights Offerings will be exempt from registration under the Securities Act of 1933 pursuant to Section 1145 of the Bankruptcy Code, and the Issuer's formation documents will provide that the Issuer's initial board of directors will be constituted on the Effective Date pursuant to the Plan and will be the continuing directors and will adopt resolutions authorizing the Issuer to do all actions required to consummate the Unsecured Rights Offering, the Secured Rights Offering and the Plan. The Issuer shall form a wholly-owned Delaware limited liability company that will be the issuer of EIP (as defined below) units; provided, however, that if the Issuer is organized as a Delaware limited liability company, the Issuer will be the issuer of the EIP. The Secured Rights Offering shall be open to all holders of Allowed LINN Second Lien Notes Claims and the Unsecured Rights Offering shall be open to all holders of Allowed LINN Unsecured Notes Claims as of a record date, and shall be implemented in connection with a joint plan of reorganization to be filed for the Debtors in the Chapter 11 Cases (as may be amended, supplemented, or otherwise modified from time to time consistent with the terms of the Restructuring Support Agreement and otherwise reasonably satisfactory to the Requisite Commitment Parties, the "Plan"), which shall be substantially on the terms set forth in the restructuring term sheet attached as Exhibit A to the Restructuring Support Agreement (as amended, supplemented,

	or otherwise modified from time to time consistent with the terms of the Restructuring Support Agreement, the "Restructuring Term Sheet"). The issuance of the Subscription Rights (as defined below) and the issuance of Rights Offering Shares upon the exercise thereof shall be exempt from the registration requirements of the securities laws pursuant to section 1145 of the Bankruptcy Code.
Backstop Commitments:	Subject to the terms and conditions of the Backstop Commitment Letter, dated as of October 7, 2016 (the "Backstop Commitment Letter"): (i) in connection with the Unsecured Rights Offering, certain holders of Allowed LINN Unsecured Notes Claims and/or their affiliates party thereto (collectively, together with their Related Transferees (as defined below), the "Initial Unsecured Commitment Parties" and, together with any Additional Commitment Parties (as defined below) under the Unsecured Rights Offering, the "Unsecured Commitment Parties") have each committed (on a several and not joint basis) (A) to fully exercise all subscription rights issued to it in the Unsecured Rights Offering to purchase Unsecured Rights Offering Shares at the Per Share Price (the "Unsecured Subscription Rights" and such commitment, the "Unsecured Subscription Rights Commitment"), and (B) to purchase its Unsecured Backstop Commitment Percentage (as defined below) of any unsubscribed Unsecured Rights Offering Shares that are not purchased by the holders of Allowed LINN Unsecured Notes Claims that are not Unsecured Commitment Parties as part of the Unsecured Rights Offering at a price per share (the "Discounted Per Share Price") to be determined using the Plan Value and applying a 25% discount thereto (which, for the avoidance of doubt, will result in a number of shares issued to the Unsecured Commitment Parties greater than the number of unsubscribed Unsecured Rights Offering Shares, to account for the Discounted Per Share Price at which the unsubscribed Unsecured Rights Offering Shares are to be sold) (the "Unsecured Backstop Commitment" and, together with the Unsecured Subscription Rights Commitment, the "Unsecured Commitments"); and (ii) in connection with the Secured Rights Offering, certain holders of Allowed LINN Second Lien Notes Claims and/or their affiliates party thereto (collectively, together with their Related Transferees, the "Initial Secured Commitment Parties" and, together with any Additional Commitment Parties under the Secured Rights Offering, the "Secured Commitment Parties") have each committed (on a several and not joint basis) (A) to fully exercise all subscription rights issued to it in the Secured Rights Offering to purchase

	Secured Rights Offering Shares at the Per Share Price (the "Secured Subscription Rights" and, together with the Unsecured Subscription Rights, the "Subscription Rights" and such commitment, the "Secured Subscription Rights Commitment" and, together with the Unsecured Subscription Rights Commitment, the "Subscription Rights Commitment"), and (B) to purchase its Secured Backstop Commitment Percentage (as defined below) of any unsubscribed Secured Rights Offering Shares that are not purchased by the holders of Allowed LINN Second Lien Notes Claims that are not Secured Commitment Parties as part of the Secured Rights Offering at the Discounted Per Share Price (which, for the avoidance of doubt, will result in a number of shares issued to the Secured Commitment Parties greater than the number of unsubscribed Secured Rights Offering Shares, to account for the Discounted Per Share Price at which the unsubscribed Secured Rights Offering Shares are to be sold) (the "Secured Backstop Commitment" and, together with the Secured Subscription Rights Commitment, the "Secured Commitments"). The Secured Initial Commitment Parties, together with the Unsecured Initial Commitment Parties are referred to herein as the "Initial Commitment Parties". The Secured Backstop Commitments, together with the Unsecured Backstop Commitments are referred to herein as the "Backstop Commitments". The Secured Commitments, together with the Unsecured Commitments, are referred to herein as the "Commitments". The obligations of the Initial Commitment Parties under the Backstop Commitment Letter are subject to, among other things, the execution and delivery of the Backstop Commitment Agreement (as defined below) not later than ten (10) business days after execution of the Backstop Commitment Letter, provided that such date may be extended by an additional ten (10) business days with the prior written consent of the Requisite Commitment Parties and the Company.
Backstop Commitment Agreement:	The Commitment Parties and the Debtors shall, subject to the terms and conditions set forth in the Backstop Commitment Letter, enter into an agreement, consistent with this Term Sheet and otherwise in form and substance reasonably acceptable to the Requisite Commitment Parties and the Debtors, setting forth the terms and conditions of the Commitments (the "Backstop Commitment Agreement"). "Commitment Parties" means the Secured Commitment Parties and the Unsecured Commitment Parties party to the Backstop Commitment Agreement from time to time. The amount of (i) each Unsecured Commitment Party's Backstop Commitment obligation will be based on the percentages (the "Unsecured Backstop

	Commitment Percentages") set forth on Schedule 1A to the Backstop Commitment Agreement and (ii) each Secured Commitment Party's Backstop Commitment obligation will be based on the percentages (the "Secured Backstop Commitment Percentages" and, together with the Unsecured Backstop Commitment Percentages, the "Backstop Commitment Percentages") set forth on Schedule 1B to the Backstop Commitment Agreement (together with Schedule 1A to the Backstop Commitment Agreement, the "Backstop Commitment Schedules"). The initial Backstop Commitment Schedules will reflect the respective Backstop Commitment Percentages set forth in the Backstop Commitment Letter as in effect at the time the Backstop Commitment Agreement becomes effective. The initial Backstop Commitment Percentages of the Initial Commitment Parties will be as set forth in the Backstop Commitment Letter, and were derived from (a) with respect to the Secured Backstop Commitment Percentage, the relative amounts of the Allowed LINN Second Lien Notes Claims held by each of the Initial Commitment Parties as of the date hereof and (b) with respect to the Unsecured Backstop Commitment Percentage, the relative amounts of the Allowed LINN Unsecured Notes Claims held by each of the Initial Commitment Parties as of the date hereof. The Backstop Commitment Schedules, as applicable, (including the Backstop Commitment Percentages of the Commitment Parties) will be updated upon the joinder of Additional Commitment Parties (as defined below) or upon the transfer of any Backstop Commitments and in accordance with the Backstop Commitment Agreement. The Backstop Commitment Percentages of each Additional Commitment Party shall be determined by reference to (i) with respect to the Secured Backstop Commitment Percentage, the amount of its Allowed LINN Second Lien Notes Claims as a percentage of the total Allowed LINN Second Lien Notes Claims outstanding as of the date such Additional Commitment Party delivers its duly executed joinder to the Backstop Commitment Letter and Restructuring Support Agreement and (ii) with respect to the Unsecured Backstop Commitment Percentage, the amount of its Allowed LINN Unsecured Notes Claims as a percentage of the total Allowed LINN Unsecured Notes Claims outstanding as of such date. The issuance of shares of common stock of the Issuer (the "Common Stock") to the Commitment Parties in respect of the Backstop Commitments shall be exempt from the registration requirements of the securities laws pursuant to Section 4(a)(2) of the Securities Act, or another available exemption from registration.
Additional Commitment Parties:	In addition to the Initial Commitment Parties, other members of the Ad Hoc Group of Unsecured Noteholders and the Ad Hoc Group of Second Lien Noteholders will have the opportunity to become Commitment Parties under the Backstop Commitment Letter as provided in the Backstop Commitment Letter.

	"Additional Commitment Parties" means, collectively, (i) each member of the Ad Hoc Group of Unsecured Noteholders and/or the Ad Hoc Group of Second Lien Noteholders, other than the Initial Commitment Parties, that becomes a Commitment Party under the Backstop Commitment Letter as provided above and (ii) each Person that is a transferee of all or any portion of a Commitment Party's Backstop Commitment and becomes a Commitment Party under the Backstop Commitment Agreement.
Commitment Party Consent:	"Requisite Commitment Parties" means (a) members of the Steering Committee of the Ad Hoc Group of Unsecured Noteholders holding more than sixty-six and two-thirds percent (66-2/3%) of the Allowed LINN Unsecured Notes Claims held by all members of the Steering Committee of the Ad Hoc Group of Unsecured Noteholders and (b) members of the Steering Committee of the Ad Hoc Group of Second Lien Noteholders holding more than sixty-six and two-thirds percent (66-2/3%) of the Allowed LINN Second Lien Notes Claims held by all members of the Steering Committee of the Ad Hoc Group of Second Lien Noteholders, in the case of each of (a) and (b), voting as a separate class. "Ad Hoc Group of Unsecured Noteholders" means that certain ad hoc group of holders of LINN Unsecured Notes represented by Milbank, Tweed, Hadley & McCloy LLP ("Milbank") and PJT Partners, or any of its members or their affiliates. "Ad Hoc Group of Second Lien Noteholders" means that certain ad hoc group of holders of LINN Second Lien Notes represented by O'Melveny & Myers LLP ("O'Melveny") and Intrepid Financial Partners, or any of its members or their affiliates. "Steering Committee" means, as applicable, (a) the steering committee of the Ad Hoc Group of Unsecured Noteholders as may be constituted from time to time and which shall initially be comprised of the entities set forth in Exhibit B-1 hereto and/or (b) the steering committee of the Ad Hoc Group of Second Lien Noteholders as may be constituted from time to time and which shall initially be comprised of the entities set forth in Exhibit B-2 hereto.
Implementation of the Rights Offering:	The Debtors shall implement the Rights Offerings on behalf of the Issuer through customary subscription documentation and procedures that are in form and substance reasonably acceptable to the Debtors and the Requisite Commitment Parties. The offering period for the Rights Offerings (the "Offering Period") shall be reasonably acceptable to the Requisite Commitment Parties. The number of shares of Common Stock issued to the Commitment Parties pursuant to the Backstop Commitments (the "Backstop Shares") will be

	determined by the rights agent (an agent appointed by the Debtors, and acceptable to the Requisite Commitment Parties, to administer the Rights Offerings) consistent with the terms of the Backstop Commitment Agreement. Subscription Rights will be exercisable during the Offering Period by completing and returning to the rights agent the applicable subscription form and paying the Per Share Price by wire transfer of immediately available funds to an account designated by the rights agent prior to the expiration of the Offering Period, except that each Commitment Party (except to the extent it has previously been required to fund, and has funded, such amounts in accordance with the terms of the Backstop Commitment Letter or the Backstop Commitment Agreement) shall be permitted to fund its Per Share Price for its exercise of Subscription Rights, together with its Discounted Per Share Price to satisfy its Backstop Commitments, following receipt of written notice from the rights agent advising of the amounts to be funded, and such Commitment Parties may fund to the rights agent or an escrow account established pursuant to terms reasonably satisfactory to the Commitment Parties. If the Rights Offerings are terminated for any reason, the funded amounts will be refunded to the applicable participant, without interest, as soon as practicable following termination of the Rights Offerings. The exercise of a Subscription Right will be irrevocable unless the Rights Offerings are not consummated by the date on which the Backstop Commitment Agreement is terminated. There will be no oversubscription rights under the Rights Offerings.
Backstop Commitment Premium:	The Debtors will pay the Commitment Parties on the Effective Date a backstop premium equal to 4.0% of the $530 million committed amount (the "Backstop Commitment Premium"), of which 3.0% will be paid in cash and 1.0% in the form of Common Stock at the Discounted Per Share Price; provided, that to the extent the Backstop Commitment Agreement is terminated for any reason other than by the Company under clause (iv) of its termination rights below, the Debtors shall pay the Backstop Commitment Premium entirely in cash to the Commitment Parties promptly after the date of such termination. The Backstop Commitment Premium shall be fully earned and nonrefundable as of the date of the BCA Approval Order (as defined below). All amounts payable to the Commitment Parties in their capacities as such for the Backstop Commitment Premium shall be paid pro rata based on the amount of their respective Backstop Commitments (as compared to the aggregate Backstop Commitment of all Commitment Parties) on the Effective Date (or, if applicable, on the date the Backstop Commitment Agreement is terminated). The Backstop Commitment Premium and the Expense Reimbursement (as defined below) shall constitute allowed administrative expenses of the Debtors' estates under sections 503(b) and 507 of the Bankruptcy Code under the BCA

	Approval Order (as defined below). The issuance of the Backstop Commitment Premium payable in the form of Common Stock shall be exempt from the registration requirements of the securities laws pursuant to section 1145 of the Bankruptcy Code.
Expense Reimbursement:	In accordance with and subject to the BCA Approval Order (as defined below), the Debtors will pay all reasonably incurred and documented out-of-pocket fees and expenses of all of the attorneys, accountants, other professionals, advisors, and consultants incurred on behalf of the Ad Hoc Group of Unsecured Noteholders and the Ad Hoc Group of Second Lien Noteholders (together, the "Ad Hoc Groups"), whether incurred directly by the relevant Noteholders or on behalf of the Noteholders through the Indenture Trustee, including, (i) in respect of the Ad Hoc Group of Unsecured Noteholders, the fees and expenses of Milbank, Tweed, Hadley & M^{c}Cloy LLP and PJT Partners Inc., and (ii) in respect of the Ad Hoc Group of Second Lien Noteholders, the fees and expenses of O'Melveny & Myers LLP, Porter Hedges LLP, Intrepid Financial Partners, L.L.C., and W.D. Von Gonten & Co. (such payment obligations, the "Expense Reimbursement"). Unless otherwise ordered by the Bankruptcy Court, no recipient of any payment hereunder shall be required to file with respect thereto any interim or final fee application with the Bankruptcy Court. The Expense Reimbursement accrued through the date on which the BCA Approval Order is entered shall be paid as promptly as reasonably practicable after such date. Thereafter, the Expense Reimbursement shall be payable by the Debtors on a monthly basis. If the RSA or the Backstop Commitment Agreement is terminated for any reason (other than in connection with an Individual Termination Event), the Debtors will no longer be obligated to pay the Expense Reimbursement in respect of any fees incurred after the date of such termination.
Registration Rights:	Each Commitment Party (including their affiliates who hold Common Stock) and each other Noteholder that receives 10% or more of the shares of Common Stock issued under the Plan and/or the Rights Offerings or cannot sell its shares under Rule 144 under the Securities Act without volume or manner of sale restrictions (collectively, the "Registration Rights Agreement Parties") shall be entitled to customary registration rights with respect to such Common Stock, pursuant to a registration rights agreement to be entered into, as of the Effective Date, by Newco and the Registration Rights Agreement Parties (the "Registration Rights Agreement"). The Registration Rights Agreement will provide customary piggy-back and demand registration rights to the Registration Rights Agreement Parties (including, without limitation, rights regarding "shelf" registrations and underwritten offerings). The Registration Rights Agreement shall be in substantially the form to be filed with the Plan Supplement, provided that such form is in form and substance

	reasonably acceptable to the Company and the Requisite Commitment Parties.
Transferability of Backstop Commitment:	A Commitment Party may transfer, directly or indirectly, all or any portion of its Backstop Commitment to (i) its affiliated investment funds or (ii) any special purpose vehicle that is wholly-owned by such Commitment Party or its affiliated investment funds, created for the purpose of holding such Backstop Commitment or holding debt or equity of the Debtors, and with respect to which the Commitment Party either (x) has provided an equity support letter or a guarantee of such special purpose vehicle's Backstop Commitment in form and substance reasonably acceptable to the Company or (y) otherwise remains fully obligated to fund the applicable Backstop Commitment until the consummation of the Plan; provided further, however, that any such special purpose vehicle shall not be related to or affiliated with any portfolio company of such Commitment Party or any of its affiliates or affiliated funds (other than solely by virtue of its affiliation with a Commitment Party), and the sale of the equity of such special purpose vehicle shall be subject to the same transferability restrictions set forth herein (any such transferee, a "Related Transferee"). Additionally, a Commitment Party may transfer, directly or indirectly, all or any portion of its Backstop Commitment to any other person provided that written notice thereof is provided to the Company, Milbank and O'Melveny, and (a) for any transfer of a Backstop Commitment to a single transferee, the amount of such Backstop Commitment, as compared to the aggregate Backstop Commitment of all Commitment Parties (the "Aggregate Backstop Commitment Percentage") is no less than 0.2%, or all of the Backstop Commitment of such Commitment Party or the Backstop Commitment of any fund or account on behalf of which such Commitment Party is acting if such Commitment Party, fund or account holds a Backstop Commitment representing less than 0.2% of the Aggregate Backstop Commitment Percentage of all Commitment Parties, (b) for any transferee that is not a Commitment Party, such transferee executes a joinder to the Backstop Commitment Agreement (a copy of which is provided to Milbank and O'Melveny), and (c) for any transferee that is not an Initial Commitment Party, either (i) the Debtor acting in good faith determines that such transferee is reasonably capable of fulfilling such obligations or (ii) absent such a determination, such transferee will be required to deposit with the rights agent or, pursuant to escrow arrangements satisfactory to the Debtors, an amount of funds sufficient, in the reasonable determination of the Debtors, to satisfy its obligations under the Backstop Commitment Agreement.
Failure to Fund Backstop Commitment:	The Backstop Commitment Agreement shall provide that the Commitment Parties agree that any Commitment Party that fails to timely fund its Backstop Commitment (a "Defaulting Commitment Party") will be liable for the consequences of its breach and that the parties to the Backstop Commitment Agreement can enforce rights of damages and/or specific performance upon the

	failure to timely fund by the Defaulting Commitment Party.
Debtors' Representations and Warranties:	The Backstop Commitment Agreement shall contain customary representations and warranties on the part of the Debtors, including: ▪ Corporate organization, qualification and good standing; ▪ Requisite corporate power and authority with respect to execution and delivery of transaction documents; ▪ Due execution and delivery and enforceability of transaction documents; ▪ Equity capitalization [of Linn Energy, LLC's direct and indirect subsidiaries];[1] ▪ [The status of the Common Stock issued in the Rights Offerings and pursuant to the Backstop Commitment Agreement as duly and validly authorized and issued, and fully paid and non-assessable][2]; ▪ No conflicts with respect to organizational documents; ▪ Since December 31, 2015, the Company has filed all required reports, schedules, forms and statements and other documents (including exhibits and other information incorporated therein) (collectively, the "Company SEC Documents") with the SEC. No Company SEC Document that has been filed prior to the date of such representation, after giving effect to any amendments or supplements thereto and to any subsequently filed Company SEC Documents, in each case filed prior to the date of such representation, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; ▪ No Material Adverse Effect since December 31, 2015; ▪ No material undisclosed relationships with directors, officers or 5% shareholders; ▪ No unlawful payments, and compliance with money laundering and sanctions laws; ▪ Investment Company Act; ▪ As of the time of the execution and delivery by the initial parties thereto

[1] Include bracketed language if Issuer is not formed and controlled by the Debtors prior to the Effective Date.
[2] To be included if Issuer is formed and controlled by the Debtors prior to the Effective Date.

	of the Backstop Commitment Agreement, the Company is not pursuing, or in discussions or negotiations regarding, any solicitation, offer, or proposal from any Person concerning any actual or proposed Alternative Transaction (as defined below) and, as applicable, has terminated any existing discussions or negotiations regarding any actual or proposed Alternative Transaction; and ▪ No broker's fees. ▪ Subject to Material Adverse Effect qualification (provided, that none of the foregoing representations will be subject to such a qualification): • Consents and approvals (other than Bankruptcy Court approval); • No conflicts (other than with respect to organizational documents); • Compliance with laws; • Legal proceedings; • Labor relations disputes or violations; • Rights to intellectual property and no claims of infringement related thereto; • Material contracts, including validity, enforceability and status thereof; • Real and personal property, including validity of title and absence of liens; • Status of real property leases and compliance with obligations thereunder; • Compliance with environmental laws and absence of certain environmental liabilities; and • Licenses and permits, including possession and status thereof; • Tax matters including compliance with tax laws, timely filing and accuracy of tax returns and absence of claims, waivers, extensions and examinations; • Compliance with ERISA and other representations

	related to employee benefit plans, compensation and benefit arrangements and employment matters; • Maintenance of a system of internal control over financial reporting, and disclosure controls and procedures; and • Insurance coverage, status of policies and payment of premiums. None of the representations and warranties set forth above will survive the Effective Date.
Commitment Parties' Representations and Warranties:	The Backstop Commitment Agreement shall contain customary representations and warranties on the part of the Commitment Parties, to be provided severally and not jointly, including: ▪ Corporate organization and good standing; ▪ Requisite corporate power and authority with respect to execution and delivery of transaction documents; ▪ Due execution and delivery and enforceability of transaction documents; ▪ Acknowledgement of no registration under the Securities Act; ▪ Acquiring Backstop Shares, if any, for investment purposes, and not with a view to distribution in violation of the Securities Act; ▪ No consents or approvals (subject to Material Adverse Effect qualification); ▪ No conflicts (subject to Material Adverse Effect qualification, other than representation regarding organizational documents); ▪ Accredited investor or qualified institutional buyer; ▪ Independent investment decision; and ▪ Sufficient funds. None of the representations and warranties set forth above will survive the Effective Date.
Interim Operating Covenant:	Prior to and through the Effective Date, except as set forth in the Backstop Commitment Agreement, the Restructuring Support Agreement or the Plan, or with the written consent of the Requisite Commitment Parties, the Company (x) shall, and shall cause its subsidiaries to, carry on their businesses in the

	ordinary course and use their commercially reasonable efforts to preserve intact their current material business organizations, and preserve their material relationships with customers, suppliers, licensors, licensees, distributors and others having business dealings with the Company or its subsidiaries and make any required filing with the Securities and Exchange Commission within the time periods required under the Exchange Act, and (y) shall not, and shall not permit its subsidiaries to, enter into any transactions (including any transactions with, or investment in, Linn Acquisition Company, LLC, Berry Petroleum Company, LLC or any of their direct or indirect subsidiaries) which are material to the Company, other than transactions in the ordinary course of business that are consistent with prior business practices or in accordance with the parameters described in the Backstop Commitment Agreement, the Restructuring Support Agreement or the Plan. For the avoidance of doubt, the following shall be deemed to occur outside of the ordinary course of business of the Debtors and will require the prior written consent of the Requisite Commitment Parties (unless otherwise contemplated by the Backstop Commitment Agreement, the Restructuring Support Agreement or the Plan): (a) any amendment, modification, termination, waiver, supplement, restatement or other change to any material contract (definition to be reasonably agreed) or any assumption of any material contract, (b) entry into, or any amendment, modification, termination, waiver, supplement, restatement or other change to any employment agreement to which any of the Debtors is a party, (c) any (i) termination by the Debtors without cause or (ii) reduction in title or responsibilities, in each case, of the individuals who are as of the date of the Backstop Commitment Agreement the Chief Executive Officer, the Chief Financial Officer or the Chief Operating Officer of Linn Energy, LLC and (d) the adoption or amendment of any management incentive or equity plan by any of the Debtors, except for the EIP (as defined below). Following a request by the Debtors for consent with respect to any operational matter that requires Requisite Commitment Party consent pursuant to this "Interim Operating Covenants" section, if the consent of the Requisite Commitment Parties is not obtained or declined within five (5) business days following the date such request is made in writing and delivered to each of the Ad Hoc Committees (which notice will be deemed delivered if given in writing to Milbank and O'Melveny), such consent shall be deemed to have been granted by the Requisite Commitment Parties.
Effectiveness of Backstop Commitment Agreement:	The Backstop Commitment Agreement and the respective Commitments thereunder shall become effective upon execution and delivery of the Backstop Commitment Agreement by the Company and each Commitment Party; provided that, the Commitments shall be subject to the Conditions Precedent below.
Hedging Program	The Company will consult with the Requisite Commitment Parties in its implementation of its hedging program; provided, that the Company will obtain the written consent (not to be unreasonably withheld) of the Requisite Commitment Parties prior to its implementation of hedging transactions that

	are not consistent with the Final Order Authorizing the Debtors to Enter Into and Perform Under Postpetition Hedging Arrangements entered by the Bankruptcy Court on August 16, 2016. Following a request by the Company for such consent with respect to the implementation of hedging transactions, if the consent of the Requisite Commitment Parties is not obtained or declined within three (3) business days following the date such request is made in writing and delivered to each of the Ad Hoc Committees (which notice will be deemed delivered if given in writing to Milbank and O'Melveny), such consent shall be deemed to have been granted by the Requisite Commitment Parties.
Definitive Forms	The definitive forms of the documents contemplated by the Backstop Commitment Agreement, including the documents contemplated by the employee incentive plan term sheet attached hereto as Exhibit A (the "EIP"), in each case, substantially on the terms and conditions set forth on such term sheet or otherwise in accordance with the Backstop Commitment Agreement, will be substantially agreed to by (and will be reasonably acceptable to) the Company and the Requisite Commitment Parties and filed by the date on which the motion (the "Backstop Agreement Motion") to be filed by the Debtors seeking approval of the BCA Approval Order (as defined below) is heard by the Bankruptcy Court and the Company and the Requisite Commitment Parties will enter into a letter agreement (the "Pre-Hearing Letter Agreement") prior to such date acknowledging their agreement to such definitive forms. On or before the Effective Date, the Company, on the one hand, and the Commitment Parties, on the other hand, will each deliver to the other, copies of the final documents contemplated by the Pre-Hearing Letter Agreement, executed by such party to the extent applicable.
Conditions Precedent:	The Commitments and the Debtors' obligations to consummate the transactions contemplated in connection therewith will be subject to customary conditions precedent (the "Conditions Precedent"), including: Conditions Precedent to the Commitments and the Debtors' obligations: (i) the Bankruptcy Court shall have entered a final order, in form and substance reasonably acceptable to the Requisite Commitment Parties, approving a disclosure statement with respect to the Plan and approving the procedures with respect to the Rights Offerings and the solicitation with respect to the Plan which are in form and substance reasonably acceptable to the Requisite Commitment Parties (the "Solicitation Order"); (ii) the Bankruptcy Court shall have entered a final order, in form and substance reasonably acceptable to the Requisite Commitment Parties, confirming the Plan (the "Confirmation Order") and no order staying the Confirmation Order shall be in effect;

	(iii) the Effective Date shall have occurred in accordance with the terms and conditions set forth in the Plan and in the Confirmation Order; (iv) any applicable HSR waiting period shall have expired and all other regulatory consents and notices shall have been obtained or filed; (v) the Bankruptcy Court shall have entered a final order, in form and substance reasonably acceptable to the Requisite Commitment Parties, authorizing the Company (on behalf of itself and the other Debtors) to execute and deliver the Backstop Commitment Agreement, including the authorization of the Backstop Commitment Premium and Expense Reimbursement and the indemnification provisions contained in the Backstop Commitment Agreement, and providing that the Backstop Commitment Premium, Expense Reimbursement and indemnification obligations shall constitute allowed administrative expenses of the Debtors' estates under sections 503(b) and 507 of the Bankruptcy Code and shall be payable by the Debtors as provided in the Backstop Commitment Agreement without further order of the Bankruptcy Court (the "BCA Approval Order"); (vi) no law or order shall have been issued or become effective that prohibits the implementation of the Plan or the transactions contemplated by the Backstop Commitment Agreement; (vii) the exit facility shall have become effective and shall otherwise be in form and substance substantially in accordance with the Exit Facility Term Sheet attached to the Restructuring Support Agreement (the "Exit Facility"); and (viii) the Company and the Requisite Commitment Parties shall have entered into the Pre-Hearing Letter Agreement. Conditions Precedent only to the Commitments: (i) the Registration Rights Agreement shall have been executed and shall be effective by its terms; and the Backstop Commitment Agreement shall have been executed and shall be effective by its terms; (ii) the Debtors shall have paid all Expense Reimbursements pursuant to, and in accordance with, the Backstop Commitment Agreement; (iii) the Debtors shall have substantially complied with the terms of the Plan (as amended or supplemented from time to time) on or prior to the Effective Date; (iv) the Rights Offerings shall have been conducted in accordance with the Solicitation Order and the Backstop Commitment Agreement;

	(vi) there has been no Material Adverse Effect that is continuing; (vii) the assumption or rejection and/or amendment of certain material contracts and the liability of the Debtors with respect to such contracts shall be reasonably satisfactory to the Requisite Commitment Parties; (viii) no LINN Second Lien Notes Claim is wholly or partially Allowed as a Secured Claim by the Bankruptcy Court (other than claims that are deemed allowed under section 502(a) of the Bankruptcy Code); (ix) the truth and accuracy of the Debtors' representations and warranties, the Debtors' performance and compliance with covenants and agreements (in each case, with customary materiality qualifications), and delivery of an officer's certificate to such effect and certifying that there is no Material Adverse Effect that is continuing; and (x) the receipt of the Funding Notice (to be defined in the Backstop Commitment Agreement) by the Backstop Commitment Parties. Conditions Precedent only to the Debtors' obligations: (i) the truth and accuracy of the Commitment Parties' representations and warranties, the Commitment Parties' performance and compliance with covenants and agreements (in each case, with customary materiality qualifications).
Termination of the Backstop Commitment Agreement:	Upon the occurrence of a Termination Event (as defined below), all of the Commitment Parties' and Debtors' obligations under the Backstop Commitment Agreement and the Restructuring Support Agreement shall automatically terminate. Upon termination, the Debtors shall have no ongoing obligations or liabilities under the Backstop Commitment Agreement, except for the Debtors' indemnification obligations; provided that such termination shall not relieve a party of liability for any pre-termination breach, or (subject to entry of the BCA Approval Order) relieve the Debtors of any obligations with respect to the Backstop Commitment Premium (to the extent payable pursuant to the terms hereof) and/or the Expense Reimbursement. A "Termination Event" shall include the occurrence of any of the following: Termination by the Requisite Commitment Parties (upon written notice): (i) on or after 11:59 p.m. (New York City time) on March 1, 2017 (as may be extended pursuant to the following proviso, the "Outside Date"); provided, that the Outside Date may be waived or extended (but not beyond 5:00 p.m., New York City time on May 1, 2017) with the prior written consent of the Requisite Commitment Parties; (ii) the obligations of the Consenting Noteholders under the

	Restructuring Support Agreement are terminated in accordance with the terms thereof; (iii) any of the Solicitation Order or the BCA Approval Order is reversed, stayed, dismissed, vacated or reconsidered or is modified or amended without the Requisite Commitment Parties' prior written consent (not to be unreasonably withheld, conditioned or delayed) in a manner that prevents or prohibits the consummation of the transactions contemplated in this Term Sheet or any of the Definitive Documents in a way that cannot be remedied by the Debtors subject to the reasonable satisfaction of the Requisite Commitment Parties; (iv) any material breach of any representation, warranty or covenant of the Backstop Commitment Agreement by the Debtors (to the extent not otherwise cured or waived in accordance with the terms thereof); (v) the Debtors have materially breached their obligations not to seek, solicit or support any dissolution, winding up, liquidation, reorganization, assignment for the benefit of creditors, merger, transaction, consolidation, business combination, joint venture, partnership, sale of assets, financing (debt or equity), or restructuring of any of the Debtors, other than the transactions contemplated by the Restructuring Support Agreement (an "Alternative Transaction") or the Bankruptcy Court approves or authorizes an Alternative Transaction or the Debtors enter into any agreement providing for the consummation of an Alternate Transaction; (vi) the material and adverse (to the Commitment Parties) amendment or modification, or the filing by the Debtors of a pleading seeking authority to such amendment or modification, of the Restructuring Support Agreement, the Exit Facility, the Backstop Commitment Agreement, the Rights Offerings procedures, the Plan, the Disclosure Statement or any documents related to the Plan, notices, exhibits or appendices, or any of the Definitive Documents, without the consent (not to be unreasonably withheld, conditioned or delayed) of the Requisite Commitment Parties or the public announcement by the Debtors of the intention to do any of the foregoing; (vii) any LINN Second Lien Notes Claim is wholly or partially allowed as a Secured Claim by the Bankruptcy Court or under the Plan (other than claims that are deemed allowed under section 502(a) of the Bankruptcy Code); (viii) any of the orders approving the Exit Facility, the Backstop Commitment Agreement, the Rights Offerings procedures, the Plan or the Disclosure Statement, or the Confirmation Order are reversed,

	stayed, dismissed, vacated or reconsidered or modified or amended without the consent (not to be unreasonably withheld, conditioned or delayed) of the Requisite Commitment Parties (and such action has not been reversed or vacated within thirty (30) calendar days after its issuance) in a manner that prevents or prohibits the consummation of the transactions contemplated in this Term Sheet or any of the Definitive Documents in a way that cannot be remedied by the Debtors subject to the reasonable satisfaction of the Requisite Commitment Parties; (ix) any court of competent jurisdiction or other competent governmental or regulatory authority issues a final, non-appealable order making illegal or otherwise preventing or prohibiting the consummation of the transactions contemplated in this Term Sheet or any of the Definitive Documents in a way that cannot be remedied by the Debtors subject to the reasonable satisfaction of the Requisite Commitment Parties; or (x) the Company has not entered into the Pre-Hearing Letter Agreement on or prior to the date on which the Backstop Agreement Motion is heard by the Bankruptcy Court. Termination by Company (upon written notice): (i) on or after 11:59 p.m. (New York City time) on the Outside Date; (ii) the obligations of the Consenting Noteholders under the Restructuring Support Agreement are terminated in accordance with the terms thereof; (iii) any of the Solicitation Order or the BCA Approval Order is reversed, stayed, dismissed, vacated or reconsidered or is modified or amended without the Company's acquiescence or prior written consent (not to be unreasonably withheld, conditioned or delayed) in a manner that prevents or prohibits the consummation of the transactions contemplated in this Term Sheet or any of the Definitive Documents in a way that cannot be remedied by the Commitment Parties subject to the reasonable satisfaction of the Debtors; (iv) any material breach of any representation, warranty or covenant of the Backstop Commitment Agreement by the Commitment Parties (to the extent not otherwise cured or waived in accordance with the terms thereof); (v) any of the orders approving the Exit Facility, the Backstop Commitment Agreement, the Rights Offerings procedures, the Plan or the Disclosure Statement, or the Confirmation Order are reversed,

	stayed, dismissed, vacated or reconsidered or modified or amended without the acquiescence or consent (not to be unreasonably withheld, conditioned or delayed) of the Company (and such action has not been reversed or vacated within thirty (30) calendar days after its issuance) in a manner that prevents or prohibits the consummation of the transactions contemplated in this Term Sheet or any of the Definitive Documents in a way that cannot be remedied by the Commitment Parties subject to the reasonable satisfaction of the Debtors; (vi) any court of competent jurisdiction or other competent governmental or regulatory authority issues a final, non-appealable order making illegal or otherwise preventing or prohibiting the consummation of the transactions contemplated in this Term Sheet or any of the Definitive Documents in a way that cannot be remedied by the Commitment Parties subject to the reasonable satisfaction of the Debtors; (vii) solely if the Bankruptcy Court has entered the BCA Approval Order but has not yet entered the Confirmation Order, the board of directors of Linn Energy, LLC determines that continued performance under the Backstop Commitment Agreement (including taking any action or refraining from taking any action) would be inconsistent with the exercise of its fiduciary duties under applicable law (as reasonably determined by such entity in good faith after consultation with outside legal counsel and based on the advice of such counsel); or (viii) the Requisite Commitment Parties have not entered into the Pre-Hearing Letter Agreement on or prior to the date on which the Backstop Agreement Motion is heard by the Bankruptcy Court.
Specific Performance	Each of the Debtors and the Commitment Parties agree that irreparable damage would occur if any provision of the Backstop Commitment Agreement were not performed in accordance with the terms thereof and that each of the parties thereto shall be entitled to an injunction or injunctions without the necessity of posting a bond to prevent breaches of the Backstop Commitment Agreement or to enforce specifically the performance of the terms and provisions thereof and hereof, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in the Backstop Commitment Agreement or herein, no right or remedy described or provided in the Backstop Commitment Agreement or herein is intended to be exclusive or to preclude a party thereto from pursuing other rights and remedies to the extent available under the Backstop Commitment Agreement, herein, at law or in equity.

Exhibit A

Management Incentive Plan

[Attached]

FINAL VERSION

LINN ENERGY, INC.

EMPLOYEE INCENTIVE PLAN

The following term sheet (this "Term Sheet") summarizes the principal terms of an Employee Incentive Plan (the "Plan") to be sponsored by Linn Energy, Inc. (the "Company")[1] and its subsidiaries (collectively, the "Company Group") and of grants to be made at Emergence (which has the same meaning as "Effective Date" in that certain Restructuring Support Agreement, dated as of October 7, 2016) under the Plan to management employees of the Company Group (each, an "Employee"), including executive employees (each, an "Executive"), as set forth on Appendix A attached hereto.

Overview:	Corporate Structure. Effective as of the date on which the Emergence occurs (the "Emergence Date"), the Company will be the top holding company and will form a subsidiary limited liability company ("Linn LLC") that will directly or indirectly own 100% of the Company's assets. Incentive Equity Pool. There will be reserved, exclusively for management employees, a pool of equity (such reserve, the "EIP Pool") having a value equal to: (i) 8% of the equity value of the Company Group as of the Emergence Date[2] (the "Company Group Emergence Value") as follows: (A) 2.5% of the Company Group Emergence Value in the form of restricted stock units ("RSUs") to be issued at Emergence, (B) 1.5% of the Company Group Emergence Value in the form of profits interests that will vest based on time and performance[3] (with the performance conditions satisfied once the equity value of the Company Group (as equitably adjusted for subsequent contributions and distributions) is equal to 1.5 times the Discounted Company Group Emergence Value[4]), all of which will be issued at Emergence (the "Base Profits Interests"), and (C) the remaining 4% of the Company Group Emergence Value in a form of equity-based award as determined by the board of directors of the company (the "Board"), taking into account the then prevailing practices of publicly traded E&P companies (the "Other Awards"), and (ii) an additional 2.0% of the Company Group Emergence Value, which will be issued as of the Emergence Date in the form of profits interests that vest once the equity value of the Company Group (as equitably adjusted for subsequent contributions and distributions) is equal to 1.5 times the Company Group Emergence Value (the "Appreciation Profits Interests"). The precise amount of equity and number of shares to be reserved will be determined in a manner consistent with the intended effect of this Term Sheet.

[1] NTD: The corporate form of the top holding company to be determined.

[2] NTD: For purposes of this Term Sheet, the equity value of the Company Group as of the Emergence Date is the same as the Plan of Reorganization equity value.

[3] NTD: For purposes of determining whether performance goals have been met, the valuation of the Company Class A Stock will be based on the 30-day weighted average price after the applicable vesting date.

[4] NTD: The "Discounted Company Group Emergence Value" is equal to the rights offering equity value.

	Form of Awards. • Awards under the Plan ("Awards") will consist of grants of RSUs, profits interests, and Other Awards. • Each RSU will consist of Class A common stock issued by the Company (the "Company Class A Stock") (*i.e.*, an RSU grant representing 1% of the Company Group Emergence Value will consist of 1% of the Company Class A Stock outstanding as of the Emergence Date[5]). • Each Award of profits interests will consist of Class I Units having a threshold value equal to the Company Group Emergence Value, with a first-dollar priority catchup as described in Appendix I. The Class I Units will have the other terms and conditions set forth on Appendix I. Emergence Grants. 100% of the RSUs, 100% of the Base Profits Interests and 100% of the Appreciation Profits Interests will be granted as of the Emergence Date, in accordance with this Term Sheet and the allocations set forth on Appendix A and as soon as administratively feasible following the Emergence Date, but in any event not later than 60 days after the Emergence Date ("Emergence Grants"). Future Grants. The Remaining EIP Pool (as defined below) will be fully granted within the 36-month period following the Emergence Date, as determined by the Board in a manner consistent with the then prevailing practices of publicly traded E&P companies. For this purpose, the "Remaining EIP Pool" means the portion of the EIP Pool that does not constitute Emergence Grants and subsequent grants that have been forfeited before vesting. Final Grants. The Company will allocate the Remaining EIP Pool on a fully-vested basis to actively employed Employees (pro-rata based upon each such Employee's relative incentive equity Awards) upon a change in control of the Company (a "Change in Control") (such Awards, the "Final Grants").
Vesting:	Normal Vesting. Subject to an Employee's continued employment through each applicable vesting date, Emergence Grants will vest 25% on the Emergence Date and 25% on each of the first three (3) anniversaries of the Emergence Date. Accelerated Vesting Upon Termination Without Cause, for Good Reason or Due to Death or Disability. If an Employee is terminated without Cause or terminates for Good Reason or due to his or her death or disability (any such termination, a "Qualifying Termination"), the Employee will become vested in an additional tranche of the Employee's unvested Awards,[6] as if the Employee's employment

[5] NTD: Determined on a fully diluted basis, assuming conversion of all convertible securities and full allocation of the EIP Pool.

[6] NTD: For the avoidance of doubt, this includes the RSUs, Base Profits Interests, Appreciation Profits Interests and Other Awards; provided that the Appreciation Profits Interests only vest to the extent the performance condition is satisfied (i) at the time of the Qualifying Termination, or (ii) within (x) 6 months following the applicable Qualifying Termination, if the Qualifying Termination occurs prior to the first anniversary of the Emergence Date, or (y) 120 days following the applicable Qualifying Termination, if the Qualifying Termination occurs after the first anniversary of the Emergence Date.

	continued for one additional year following the Qualifying Termination date; provided that with respect to certain Executives listed on Schedule [], accelerated vesting will be governed in accordance with such Executive's employment agreement. Accelerated Vesting Upon a Change in Control. Upon a Change in Control, 100% of an Employee's unvested Awards will accelerate and vest, subject to the Employee's continued employment through consummation of the Change in Control.
Restrictive Covenants:	Award agreements will contain restrictive covenants no more restrictive than those set forth in a particular Executive's employment agreement, if any.
Employment Agreements:	The Company will enter into (i) an employment agreement with Mark E. Ellis in the form attached hereto as Appendix B and (ii) employment agreements with each of David B. Rottino, Arden L. Walker, Jr., Thomas E. Emmons, Jamin McNeil and Candice J. Wells in the form attached hereto as Appendix C.[7] For the avoidance of doubt, the reorganization of the Company will not constitute a Change in Control under the employment agreements.
Definitions:	Terms used in this Term Sheet that are defined in an Executive's employment agreement shall have the meaning set forth therein, and for Employees without employment agreements, the "good reason" and "cause" definitions will be the same as those set forth in the severance plan in effect on the date hereof.
Taxes:	• To the extent the Company (or its successor) is not publicly traded at the time of settlement, Employees may satisfy taxes required to be withheld upon exercise/settlement through net share settlement. • The Company will make mandatory tax distributions to holders of Awards with respect to any taxable income allocated to such Awards.
Company Repurchase Rights:	• The Company shall have the right to repurchase, upon an Employee's termination of employment and for Fair Market Value, the Awards and any shares of Company Class A Stock acquired in settlement of the RSUs. The repurchase right will expire on the seven-month anniversary of the Employee's termination of employment. The repurchase price must be paid in cash; provided, however, that in the event payment of all or any portion of the repurchase price would violate applicable law or any bona fide third party credit agreements, such portion of the repurchase price, plus market interest at the then prevailing prime rate, will be paid as soon as reasonably practicable following the date that no such prohibitions or restrictions apply, but in any event within two years. Notwithstanding the foregoing, the Company's right to repurchase the RSUS and the Company Class A Stock acquired in settlement of the RSUs shall expire when Company Class A Stock becomes publicly traded. • "Fair Market Value" means the fair market value of the applicable security as of

[7] NTD: The Section 409A gross-up for Mr. Ellis and the Section 280G gross-up for Messrs. Ellis, Rottino and Walker will be removed in exchange for increasing each Executive's normal cash severance to 2x the sum of (i) base salary, plus (ii) target bonus.

	the Employee's termination of employment, as determined by the Board in good faith and without applying any discounts for minority interest, illiquidity or other similar factors. • If the Employee does not agree with the Board's determination of Fair Market Value, the Employee may obtain an independent valuation. The independent valuation shall be performed by a mutually agreed upon independent third party, with Executive bearing the entire cost if the independent valuation is within 7.5% of the Board's valuation and the Company bearing the entire cost otherwise.
Drag & Tag Rights:	• Each Employee shall be subject to customary drag-along rights on sales of more than 50% of the outstanding Company Class A Stock and to lock-up restrictions in connection with an initial public offering, in each case, on terms *pari passu* with other shareholders; provided that the Employee may not be required to become subject to restrictive covenants greater in scope or extent than the Employee's existing restrictive covenants. • Each Employee shall have the same preemptive rights as other shareholders. • Each Employee shall have the same customary tag-along rights on sales as other shareholders; provided that the Employee may not be required to become subject to restrictive covenants greater in scope or extent than the Employee's existing restrictive covenants. • The drag and tag rights will cease once the Company Class A Stock is publicly traded.
Final Documentation:	The final documentation related to Emergence Grants and the Final Grants (including the Stockholders Agreement) shall not contain any material restrictions, limitations or additional obligations that are not set forth in this Term Sheet or in an Executive's existing employment agreement.

FINAL VERSION

Appendix B
Form of Employment Agreement for Mark E. Ellis

[Attached.]

FINAL VERSION

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

[ ], 2016

This Second Amended and Restated Employment Agreement ("Agreement") replaces and supersedes in its entirety that First Amended and Restated Employment Agreement dated December 17, 2008, as amended on January 1, 2010 (the "Prior Agreement"), and is entered into by and between **[LINN OPERATING, INC., a Delaware corporation]** (the "Company"), and MARK E. ELLIS (the "Employee") as of the date first set forth above (the "Effective Date"), on the terms set forth herein. **[LINN ENERGY, INC., a Delaware corporation]**, and the 100% parent of the Company ("Linn Energy"), is joining in this Agreement for the limited purposes of reflecting its agreement to the matters set forth herein as to it, but such joinder is not intended to make Linn Energy the employer of the Employee for any purpose.

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Position and Duties.

1.1 Employment; Titles; Reporting. The Company agrees to continue to employ the Employee and the Employee agrees to continue employment with the Company, upon the terms and subject to the conditions provided under this Agreement. During the Employment Term (as defined in Section 2), the Employee will serve each of the Company and Linn Energy as the President and Chief Executive Officer. In such capacities, the Employee will report to the Board of Directors of Linn Energy (including any committee thereof, the "Board") and otherwise will be subject to the direction and control of the Board, and the Employee will have such duties, responsibilities and authorities as may be assigned to him by the Board from time to time and otherwise consistent with such position in a publicly traded company comparable to Linn Energy which is engaged in natural gas and oil acquisition, development and production.

1.2 Duties. During the Employment Term, the Employee will devote substantially all of his full working time to the business and affairs of the Company and Linn Energy, will use his best efforts to promote the Company's and Linn Energy's interests and will perform his duties and responsibilities faithfully, diligently and to the best of his ability, consistent with sound business practices. The Employee may be required by the Board to provide services to, or otherwise serve as an officer or director of, any direct or indirect subsidiary of the Company or to Linn Energy, as applicable. The Employee will comply with the Company's and Linn Energy's policies, codes and procedures, as they may be in effect from time to time, applicable to executive officers of the Company and Linn Energy. Subject to the preceding sentence, the Employee may, with the prior approval of the Board in each instance, engage in other business and charitable activities, provided that such charitable and/or other business activities do not violate Section **Error! Reference source not found.**, create a conflict of interest or the appearance of a conflict of interest with the Company or Linn Energy or materially interfere with the performance of his obligations to the Company or Linn Energy under this Agreement.

1.3 Place of Employment. The Employee will perform his duties under this Agreement at the Company's offices in Houston, Texas, with the likelihood of substantial business travel.

2. Term of Employment.

The term of the Employee's employment by the Company under this Agreement (the "Employment Term") commenced on the Effective Date and will continue until employment is terminated by either party under Section **Error! Reference source not found.**. The date on which the Employee's employment ends is referred to in this Agreement as the "Termination Date." For the purpose of Sections **Error! Reference source not found.** and **Error! Reference source not found.** of this Agreement, the Termination Date shall be the date upon which the Employee incurs a "separation from service" as defined in Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and regulations issued thereunder.

3. Compensation.

3.1 Base Salary. During the Employment Term, the Employee will be entitled to receive a base salary ("Base Salary") at an annual rate of not less than $900,000 for services rendered to the Company, Linn Energy, and any of its direct or indirect subsidiaries, payable in accordance with the Company's regular payroll practices. The Employee's Base Salary shall be reviewed annually by the Board and may be adjusted upward in the Board's sole discretion, but not downward.

3.2 Bonus Compensation. During the Employment Term, the Employee will be entitled to receive incentive compensation in such amounts and at such times as the Board may award to him in its sole discretion under any incentive compensation or other bonus plan or arrangement as may be established by the Board from time to time (collectively, the "Employee Bonus Plan"). Under the Employee Bonus Plan, the Board may, in its discretion, set, in advance, an annual target bonus for the Employee, which is currently set as a percentage of Base Salary. For example, for 2016, the Employee's target bonus was set at 115% of his Base Salary. The percentage of the Employee's Base Salary that the Board designates for the Employee to receive as his annual target bonus under any Employee Bonus Plan, as such percentage may be adjusted upward or downward from time to time in the sole discretion of the Board, or replaced by another methodology of determining the Employee's target bonus, is referred to herein as the Employee's "Bonus Level Percentage." The amount paid to the Employee through application of the Bonus Level Percentage is the Employee's "Bonus Level Amount." The "Annual Bonus" is the Bonus Level Amount paid to the Employee in any given year.

3.3 Long-Term Incentive Compensation. Long-term incentive compensation awards may be made to the Employee from time to time during the Employment Term by the Board in its sole discretion, whose decision will be based upon performance and award guidelines for executive officers of the Company and Linn Energy established periodically by the Board in its sole discretion.

4. Expenses and Other Benefits.

4.1 Reimbursement of Expenses. The Employee will be entitled to receive prompt reimbursement for all reasonable expenses incurred by him during the Employment Term (in accordance with the policies and practices presently followed by the Company or as may be established by the Board from time to time for the Company's and Linn Energy's senior executive officers) in performing services under this Agreement, provided that the Employee properly accounts for such expenses in accordance with the Company's and Linn Energy's policies as in effect from time to time. Such reimbursement shall be paid on or before the end of the calendar year following the calendar year in which any such reimbursable expense was incurred, and the Company shall not be obligated to pay any such reimbursement amount for which the Employee fails to submit an invoice or other documented reimbursement request at least ten business days before the end of the calendar year next following the calendar year in which the expense was incurred. Business related expenses shall be reimbursable only to the extent they were incurred during the term of the Agreement, but in no event shall the time period extend beyond the later of the lifetime of the Employee or, if longer, 20 years. The amount of such reimbursements that the Company is obligated to pay in any given calendar year shall not affect the amount the Company is obligated to pay in any other calendar year. In addition, the Employee may not liquidate or exchange the right to reimbursement of such expenses for any other benefits.

4.2 Vacation. The Employee will be entitled to paid vacation time each year during the Employment Term that will accrue in accordance with the Company's policies and procedures now in force or as such policies and procedures may be modified with respect to all senior executive officers of the Company.

4.3 Other Employee Benefits. In addition to the foregoing, during the Employment Term, the Employee will be entitled to participate in and to receive benefits as a senior executive under all of the Company's employee benefit plans, programs and arrangements available to senior executives, subject to the eligibility criteria and other terms and conditions thereof, as such plans, programs and arrangements may be duly amended, terminated, approved or adopted by the Board from time to time.

5. Termination of Employment.

5.1 Death. The Employee's employment under this Agreement will terminate upon his death.

5.2 Termination by the Company.

(a) *Terminable at Will.* The Company may terminate the Employee's employment under this Agreement at any time with or without Cause (as defined below).

(b) *Definition of Cause.* For purposes of this Agreement, the Company will have "Cause" to terminate the Employee's employment under this Agreement by reason of any of the following:

(i) the Employee's conviction of, or plea of *nolo contendere* to, any felony or to any crime or offense causing substantial harm to any of Linn Energy or its direct or indirect subsidiaries (whether or not for personal gain) or involving acts of theft, fraud, embezzlement, moral turpitude or similar conduct;

(ii) the Employee's repeated intoxication by alcohol or drugs during the performance of his duties;

(iii) the Employee's willful and intentional misuse of any of the funds of Linn Energy or its direct or indirect subsidiaries,

(iv) embezzlement by the Employee;

(v) the Employee's willful and material misrepresentations or concealments on any written reports submitted to any of Linn Energy or its direct or indirect subsidiaries;

(vi) the Employee's willful and intentional material breach of this Agreement;

(vii) the Employee's material failure to follow or comply with the reasonable and lawful written directives of the Board; or

(viii) conduct constituting a material breach by the Employee of the Company's then current (A) Code of Business Conduct and Ethics, and any other written policy referenced therein, (B) the Code of Ethics for Chief Executive Officer and senior financial officers, if applicable, provided that, in each case, the Employee knew or should have known such conduct to be a breach.

(c) *Notice and Cure Opportunity in Certain Circumstances.* The Employee may be afforded a reasonable opportunity to cure any act or omission that would otherwise constitute Cause hereunder according to the following terms: The Board shall give the Employee written notice stating with reasonable specificity the nature of the circumstances determined by the Board in its reasonable and good faith judgment to constitute Cause. If, in the reasonable and good faith judgment of the Board, the alleged breach is reasonably susceptible to cure, the Employee will have 30 days from his receipt of such notice to effect the cure of such circumstances or such breach to the reasonable and good faith satisfaction of the Board. The Board will state whether the Employee will have such an opportunity to cure in the initial notice of Cause referred to above. Prior to termination for Cause, in those instances where the initial notice of Cause states that the Employee will have an opportunity to cure, the Company shall provide an opportunity for the Employee to be heard by the Board or a Board committee designated by the Board to hear the Employee. The decision as to whether the Employee has satisfactorily cured the alleged breach shall be made at such meeting. If, in the reasonable and good faith judgment of the Board the alleged breach is not reasonably susceptible to cure, or

such circumstances or breach have not been satisfactorily cured within such 30 day cure period, such breach will thereupon constitute Cause hereunder.

5.3 Termination by the Employee.

(a) *Terminable at Will.* The Employee may terminate his employment under this Agreement at any time with or without Good Reason (as defined below).

(b) *Notice and Cure Opportunity.* If such termination is with Good Reason, the Employee will give the Company written notice, which will identify with reasonable specificity the grounds for the Employee's resignation and provide the Company with 15 days from the day such notice is given to cure the alleged grounds for resignation contained in the notice. A termination will not be for Good Reason if such notice is given by the Employee to the Company more than 30 days after the occurrence of the event that the Employee alleges is Good Reason for his termination hereunder.

(c) *Definition of Good Reason Other Than Upon a Change of Control.* For purposes of this Agreement, other than in the event of a Change of Control, "Good Reason" will mean any of the following to which the Employee will not consent in writing: (i) a reduction in the Employee's then current Base Salary or Bonus Level Percentage, or both; (ii) failure by Company to pay in full on a current basis (A) any of the compensation or benefits described in this Agreement that are due and owing, or (B) any amounts due and owing to the Employee under any long-term or short-term or other incentive compensation plans, agreements or awards; (iii) material breach of any provision of this Agreement by Company; or (iv) a reduction in position or responsibilities that in the reasonable determination of the Employee constitutes a substantial reduction in position or responsibilities.

(d) *Definition of Good Reason for Purposes of Change of Control.* For purposes of a Change of Control, "Good Reason" will mean any of the following to which the Employee will not consent in writing, but only if the Termination Date is within six months before or two years after a Change of Control: (i) reduction in either the Employee's then current Base Salary or Bonus Level Percentage, or both; (ii) failure by the Company to pay in full on a current basis (A) any of the compensation or benefits described in this Agreement that are due and owing, or (B) any amounts due and owing to the Employee under any long-term or short-term or other incentive compensation plans, agreements or awards; (iii) material breach of any provision of this Agreement by the Company; (iv) a reduction in position or responsibilities that in the reasonable determination of the Employee constitutes a substantial reduction in position or responsibilities; or (v) a relocation of the Employee's primary place of employment to a location more than 50 miles from the Company's location on the day immediately preceding the Change of Control.

5.4 Notice of Termination. Any termination of the Employee's employment by the Company or by the Employee during the Employment Term (other than termination pursuant to Section 5.1) will be communicated by written Notice of Termination to the other party hereto in accordance with Section 8.7. For purposes of this Agreement, a "Notice of Termination" means a written notice that (a) indicates the specific termination provision in this Agreement relied upon, (b) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to

provide a basis for termination of the Employee's employment under the provision so indicated, and (c) if the Termination Date (as defined herein) is other than the date of receipt of such notice, specifies the Termination Date (which Termination Date will be not more than 30 days after the giving of such notice).

5.5 Disability. If the Company determines in good faith that the Disability (as defined herein) of the Employee has occurred during the Employment Term, it may, without breaching this Agreement, give to the Employee written notice in accordance with Section 5.4 of its intention to terminate the Employee's employment. In such event, the Employee's employment with the Company will terminate effective on the 15th day after receipt of such notice by the Employee, provided that, within the 15 days after such receipt, the Employee will not have returned to full-time performance of the Employee's duties.

"Disability" means the earlier of (a) written determination by a physician selected by the Company and reasonably agreed to by the Employee that the Employee has been unable to perform substantially the Employee's usual and customary duties under this Agreement for a period of at least 120 consecutive days or a non-consecutive period of 180 days during any 12-month period as a result of incapacity due to mental or physical illness or disease; and (b) "disability" as such term is defined in the Company's applicable long-term disability insurance plan.

At any time and from time to time, upon reasonable request therefor by the Company, the Employee will submit to reasonable medical examination for the purpose of determining the existence, nature and extent of any such disability. Any physician selected by Company shall be Board Certified in the appropriate field, shall have no actual or potential conflict of interest, and may not be a physician who has been retained by the Company for any purpose within the prior three years.

6. Compensation of the Employee Upon Termination. Subject to the provisions of Section 6.8, the Employee shall be entitled to receive the amount specified upon the termination events designated below:

6.1 Death. If the Employee's employment under this Agreement is terminated by reason of his death, the Company shall pay to the person or persons designated by the Employee for that purpose in a notice filed with the Company, or, if no such person will have been so designated, to his estate, in a lump sum within 30 days following the Termination Date, the amount of:

(a) the Employee's accrued but unpaid then current Base Salary through the Termination Date, payable,

plus

(b) the unpaid Bonus Level Amount, if any, with respect to the last full year during which the Employee was employed by the Company determined as follows:

(i) If the Employee was employed for the entire previous year but the Termination Date occurred prior to the Board finally determining the Bonus Level

Amount for the preceding year, then the Company's performance will be deemed to have been such that the Employee would have been awarded 100% of his Bonus Level Percentage for that year (the "Deemed Full Year Bonus Amount");

or

(ii) If the Employee was employed for the entire previous year and the Board had already finally determined the Bonus Level Amount for the preceding year by the Termination Date but the Company had not yet paid the Employee his Bonus Level Amount, then the Bonus Level Amount will be that Bonus Level Amount determined by the Board (the "Actual Full Year Bonus Amount");

plus

(iii) an amount representing a deemed bonus for the fiscal year in which the Termination Date occurs, which is equal to the Bonus Level Amount that would be received by the Employee if the Company's performance for the year is deemed to be at the level entitling the Employee to 100% of his Bonus Level Percentage and then multiplying the Bonus Level Amount resulting from applying 100% of his Bonus Level Percentage by a fraction, the numerator of which is the number of days from the first day of the fiscal year of the Company in which such termination occurs through and including the Termination Date and the denominator of which is 365 ("Deemed Pro Rata Bonus Amount");

plus

(c) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement.

Thereafter, the Company will have no further obligation to the Employee under this Agreement, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company and any payments or benefits required to be made or provided under applicable law.

Notwithstanding any other provision of this Agreement, on the Employee's death, all granted but unvested long-term incentive awards shall immediately vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests (as defined in that certain Employee Incentive Plan Term Sheet, dated []) will only vest to the extent the applicable performance condition is satisfied (i) on the Termination Date, or (ii) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the date the Reorganization (as defined below) became effective (the "Emergence Date"), or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

6.2 Disability. In the event of the Employee's termination by reason of Disability pursuant to Section 5.5, the Employee will continue to receive his Base Salary in effect immediately prior to the Termination Date and participate in applicable employee benefit plans or programs of the Company (on an equivalent basis to those employee benefit plans or

programs provided under Section 6.4(a)(iv) below) through the Termination Date, subject to offset dollar-for-dollar by the amount of any disability income payments provided to the Employee under any Company disability policy or program funded by the Company, and the Company shall pay the Employee the following amounts in a lump sum within 30 days following the Termination Date: the sum of (a) the Employee's accrued but unpaid then current Base Salary through the Termination Date, *plus* (b) either the (i) unpaid Actual Full Year Bonus Amount, if any, or (ii) the Deemed Full Year Bonus Amount, if applicable, *plus* (c) the Employee's Deemed Pro Rata Bonus Amount, *plus* (d) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement, and the Company thereafter will have no further obligation to the Employee under this Agreement, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company and any payments or benefits required to be made or provided under applicable law.

Notwithstanding any other provision of this Agreement, on the Employee's Termination on account of Disability, all granted but unvested long-term incentive awards shall immediately vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests will only vest to the extent the applicable performance condition is satisfied (i) on the Termination Date, or (ii) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the Emergence Date, or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

6.3 By the Company for Cause or the Employee Without Good Reason. If the Employee's employment is terminated by the Company for Cause, or if the Employee terminates his employment other than for Good Reason, the Employee will receive (a) the Employee's accrued but unpaid then current Base Salary through the Termination Date, payable in a lump sum within 30 days following the Termination Date, and (b) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement, payable in a lump sum within 30 days following the Termination Date, and the Company thereafter will have no further obligation to the Employee under this Agreement, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company, and any payments or benefits required to be made or provided under applicable law. Notwithstanding anything in this Agreement to the contrary, no bonus will be paid to the Employee for a termination of his employment under this Section 6.3.

6.4 By the Employee for Good Reason or the Company Without Cause.

(a) *Severance Benefits on Non-Change of Control Termination*. Subject to the provisions of Section 6.4(b) and Section 6.4(c)(v), if prior to the date that precedes a Change of Control by at least six months, or more than two years after the occurrence of a Change of Control (as defined below), the Company terminates the Employee's employment without Cause, or the Employee terminates his employment for Good Reason, then the Employee will be entitled to the following benefits (the "Severance Benefits") payable in a lump sum within 30 days following the Termination Date:

(i) an amount equal to (A) the Employee's accrued but unpaid then current Base Salary through the Termination Date, *plus* (B) either (x) the unpaid Actual Full Year Bonus Amount, if any, or (y) the Deemed Full Year Bonus Amount, if applicable, *plus* (C) the Employee's Deemed Pro Rata Bonus Amount, if any, *plus* (D) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement;

plus

(ii) with respect to any termination event described in this paragraph (a) of Section 6.4, a single lump sum equal to two times the sum of (A) Employee's annual Base Salary at the highest rate in effect at any time during the 36-month period immediately preceding the Termination Date, *plus* (B) the Deemed Full Year Bonus Amount, payable within 30 days of the Termination Date.

(iii) In addition, the Company will pay the "Company's portion" (as set defined below) of the Employee's COBRA continuation coverage (the "COBRA Coverage") for the duration of the "maximum required period" as such period is set forth under COBRA and the applicable regulations. Following such period, the Company shall permit the Employee (including his spouse and dependents) to (A) continue to participate in the Company's group health plan if permitted under such plan, (B) convert the Company's group health plan to an individual policy, or (C) obtain other similar coverage, in each case for up to an additional six months after the expiration of the "maximum required period" by the Employee paying one-hundred percent of the premiums for medical, dental and/or vision coverage on an after-tax basis ("Medical Benefits"). Notwithstanding the foregoing, the benefits described in this Section 6.4(a)(iii) may be discontinued by the Company prior to the end of the period provided in this subsection (iii) to the extent, but only to the extent, that the Employee receives substantially similar benefits from a subsequent employer.

(iv) Following the end of the COBRA "maximum required period" provided under the Company's group health plan (the "Benefit Measurement Date"), the Company shall, as a separate obligation, reimburse the Employee for any medical premium expenses incurred to purchase the Medical Benefits under the preceding Section 6.4(a)(iii), but only to the extent such expenses constitute the "Company's portion" of the premiums for continued Medical Benefits (which amount shall be referred to herein as the "Medical Reimbursement").

The "Company's portion" of COBRA Coverage and of premiums for any continuing Medical Benefits shall be the difference between one hundred percent of the COBRA Coverage or Medical Benefits premium, as the case may be, and the dollar amount of medical premium expenses paid for the same type or types of Company medical benefits by a similarly situated employee on the Termination Date.

The premiums available for Medical Reimbursement under Section 6.4(a)(iv) in any calendar year will not be increased or decreased to reflect the amount actually reimbursed in a prior or subsequent calendar year, and all Medical Reimbursements under this paragraph will be

paid to the Employee within 30 days following the Company's receipt of a premium payment for Medical Benefits.

(v) All of the Employee's granted but unvested long-term incentive awards shall immediately vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests will only vest to the extent the applicable performance condition is satisfied (A) on the Termination Date, or (B) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the Emergence Date, or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

(b) *Change of Control Benefits*. Subject to the provisions of Section 6.4(c)(v), if a Change of Control has occurred and the Employee's employment was terminated by the Company without Cause, or by the Employee for Good Reason as defined in Section 5.3(d), during the period beginning six months prior to the Change of Control and ending two years following the Change of Control (an "Eligible Termination"), then in lieu of the Severance Benefits under Section 6.4(a), the Employee will be entitled to benefits (the "Change of Control Benefits") with respect to an Eligible Termination, as follows:

(i) Amounts identical to those set forth in Sections 6.4(a)(i) and 6.4(a)(ii), except that the amount described in Section 6.4(a)(ii) will be equal to three times the sum of (A) the Employee's annual Base Salary at the highest rate in effect at any time during the 36-month period immediately preceding the Termination Date, *plus* (B) the highest Annual Bonus that the Employee was paid in the 36 months immediately preceding the Change of Control, payable in a single lump sum within 30 days following the Termination Date; provided, however, that if the Termination Date preceded the Change of Control, then the Change of Control Benefits will be payable within the later of 30 days following the Termination Date and 30 days following the Change of Control;

(ii) The Company will pay the same COBRA Coverage described in Section 6.4(a)(iii), except that the term of the Medical Benefits following the Benefit Measurement Date, with respect to both the Employee's right to participate in a health insurance policy as set forth in Section 6.4(a)(iii) and the Company's Medical Reimbursement obligation as set forth in Section 6.4(a)(iv), shall be 18 months instead of six months. Notwithstanding the foregoing, the benefits described in this Section 6.4(b)(ii) may be discontinued by the Company prior to the end of the period provided in this subsection (ii) to the extent, but only to the extent, that the Employee receives substantially similar benefits from a subsequent employer.

(iii) All of the Employee's granted but unvested long-term incentive awards shall immediately vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests will only vest to the extent the applicable performance condition is satisfied (A) on the Termination Date, or (B) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the Emergence Date, or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

The foregoing notwithstanding, if the Termination Date preceded the Change of Control, the amount of Severance Benefits to which the Employee will be entitled will be the difference between the Severance Benefits already paid to the Employee, if any, under Section 6.4(a) and the Severance Benefits to be paid under this Section 6.4(b).

(c) *Definition of Change of Control.* For purposes of this Agreement, a "Change of Control" will mean the first to occur of:

(i) [The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 35% or more of either (A) the then-outstanding equity interests of Linn Energy (the "Outstanding Linn Energy Equity") or (B) the combined voting power of the then-outstanding voting securities of Linn Energy entitled to vote generally in the election of directors (the "Outstanding Linn Energy Voting Securities"); provided, however, that, for purposes of this Section 6.4(c)(i), the following acquisitions will not constitute a Change of Control: (1) any acquisition directly from Linn Energy, (2) any acquisition by Linn Energy, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Linn Energy or any affiliated company, or (4) any acquisition by any corporation or other entity pursuant to a transaction that complies with Section 6.4(c)(iii)(A), Section 6.4(c)(iii)(B) or Section 6.4(c)(iii)(C);

(ii) Any time at which individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by Linn Energy's Unitholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board will be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Incumbent Board;

(iii) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving Linn Energy or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of Linn Energy, or the acquisition of assets or equity interests of another entity by Linn Energy or any of its subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Linn Energy Equity and the Outstanding Linn Energy Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding equity interests and the combined voting power of the then-outstanding voting securities entitled to vote

generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation or other entity that, as a result of such transaction, owns Linn Energy or all or substantially all of Linn Energy's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Linn Energy Equity and the Outstanding Linn Energy Voting Securities, as the case may be, (B) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of Linn Energy or such corporation or other entity resulting from such Business Combination) beneficially owns, directly or indirectly, 35% or more of, respectively, the then-outstanding equity interests of the corporation or other entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation or other entity, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors of the corporation or equivalent body of any other entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) Consummation of a complete liquidation or dissolution of Linn Energy.][1]

(v) For the avoidance of doubt, the restructuring of Linn Energy, LLC and certain of its affiliates under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (Case No. 16-60040) (the "Reorganization") will not constitute a "Change of Control."

(d) *Conditions to Receipt of Severance Benefits.*

(i) Release. As a condition to receiving any Severance Benefits or Change of Control Benefits to which the Employee may otherwise be entitled under Section 6.4(a) or Section 6.4(b), the Employee will execute a release (the "Release"), which will include an affirmation of the restrictive covenants set forth in Section 7 and a non-disparagement provision, in a form and substance satisfactory to the Company, of any claims, whether arising under federal, state or local statute, common law or otherwise, against the Company and its direct or indirect subsidiaries which arise or may have arisen on or before the date of the Release, other than any claims under this Agreement, any claim to vested benefits under an employee benefit plan, any claim arising after the execution of the Release or any rights to indemnification from the Company and its direct or indirect subsidiaries pursuant to any provisions of the Company's (or any of its subsidiaries') organizational documents or any directors and officers liability insurance policies maintained by the Company. The Company will provide the Release to the Employee for signature within ten days after the Termination

[1] NTD: To confirm whether any changes are necessary in light of the changes to the corporate structure.

Date. If the Company has provided the Release to the Employee for signature within ten days after the Termination Date and if the Employee fails or otherwise refuses to execute the Release within a reasonable time after the Company has provided the Release to the Employee, and, in all events no later than 60 days after the Termination Date and prior to the date on which such benefits are to be first paid to him, the Employee will not be entitled to any Severance Benefits or Change of Control Benefits, as the case may be, or any other benefits provided under this Agreement and the Company will have no further obligations with respect to the provision of those benefits except as may be required by law. Such Release shall be void *ab initio*, if Company thereafter fails to fully and timely pay all compensation and benefits due to the Employee under this Agreement.

(ii) *Limitation on Benefits.* If, following a termination of employment that gives the Employee a right to the payment of Severance Benefits under Section 6.4(a) or Section 6.4(b), the Employee violates in any material respect any of the covenants in Section 7 or as otherwise set forth in the Release, the Employee will have no further right or claim to any payments or other benefits to which the Employee may otherwise be entitled under Section 6.4(a) or Section 6.4(b) from and after the date on which the Employee engages in such activities and the Company will have no further obligations with respect to such payments or benefits, and the covenants in Section 7 will nevertheless continue in full force and effect.

6.5 Severance Benefits Not Includable for Employee Benefits Purposes. Except to the extent the terms of any applicable benefit plan, policy or program provide otherwise, any benefit programs of the Company that take into account the Employee's income will exclude any and all Severance Benefits and Change of Control Benefits provided under this Agreement.

6.6 Exclusive Severance Benefits. The Severance Benefits payable under Section 6.4(a) or the Change of Control Benefits payable under Section 6.4(b), if they become applicable under the terms of this Agreement, will be in lieu of any other severance or similar benefits that would otherwise be payable under any other agreement, plan, program or policy of the Company.

6.7 Code Section 280G; Code Section 409A. Notwithstanding anything in this Agreement to the contrary:

(a) If any of the payments or benefits received or to be received by the Employee (including, without limitation, any payment or benefits received in connection with a Change of Control or the Employee's termination of employment, whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement, or otherwise) (all such payments collectively referred to herein as the ("280G Payments") constitute "parachute payments" within the meaning of Section 280G of the Code and would, but for this Section 6.7(a), be subject to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then prior to making the 280G Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Employee of the 280G Payments after payment of the Excise Tax to (ii) the Net Benefit to the Employee if the 280G Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the 280G Payments be reduced to the minimum extent necessary to ensure that no

portion of the 280G Payments is subject to the Excise Tax. **"**Net Benefit**"** shall mean the present value of the 280G Payments net of all federal, state, local, foreign income, employment, and excise taxes. Any reduction made pursuant to this Section 6.7(a) shall be made in a manner determined by the Company that is consistent with the requirements of Section 409A of the Code and that maximizes the Employee's economic position and after-tax income; for the avoidance of doubt, the Employee shall not have any discretion in determining the manner in which the payments and benefits are reduced.

(b) In the event that any benefits payable or otherwise provided under this Agreement would be deemed to constitute non-qualified deferred compensation subject to Section 409A of the Code, Linn Energy or the Company, as the case may be, will have the discretion to adjust the terms of such payment or benefit (but not the amount or value thereof) as reasonably necessary to comply with the requirements of Section 409A of the Code to avoid the imposition of any excise tax or other penalty with respect to such payment or benefit under Section 409A of the Code.

6.8 Timing of Payments by the Company. Notwithstanding anything in this Agreement to the contrary, in the event that the Employee is a "specified employee" (as determined under Section 409A of the Code) at the time of the separation from service triggering the payment or provision of benefits, any payment or benefit under this Agreement which is determined to provide for a deferral of compensation pursuant to Section 409A of the Code shall not commence being paid or made available to the Employee until after six months from the Termination Date that constitutes a separation from service within the meaning of Code Section 409A.

7. Restrictive Covenants.

7.1 Confidential Information. The Employee hereby acknowledges that in connection with his employment by the Company he will be exposed to and may obtain certain Confidential Information (as defined below) (including, without limitation, procedures, memoranda, notes, records and customer and supplier lists whether such information has been or is made, developed or compiled by the Employee or otherwise has been or is made available to him) regarding the business and operations of the Company and its subsidiaries or affiliates. The Employee further acknowledges that such Confidential Information is unique, valuable, considered trade secrets and deemed proprietary by the Company. For purposes of this Agreement, "Confidential Information" includes, without limitation, any information heretofore or hereafter acquired, developed or used by any of the Company, Linn Energy or their direct or indirect subsidiaries relating to Business Opportunities or Intellectual Property or other geological, geophysical, economic, financial or management aspects of the business, operations, properties or prospects of the Company, Linn Energy or their direct or indirect subsidiaries, whether oral or in written form. The Employee agrees that all Confidential Information is and will remain the property of the Company, Linn Energy or their direct or indirect subsidiaries, as the case may be. The Employee further agrees, except for disclosures occurring in the good faith performance of his duties for the Company, Linn Energy or their direct or indirect subsidiaries, during the Employment Term, the Employee will hold in the strictest confidence all Confidential Information, and will not, both during the Employment Term and for a period of five years after the Termination Date, directly or indirectly, duplicate, sell, use, lease, commercialize, disclose or

otherwise divulge to any person or entity any portion of the Confidential Information or use any Confidential Information, directly or indirectly, for his own benefit or profit or allow any person, entity or third party, other than the Company, Linn Energy or their direct or indirect subsidiaries and authorized executives of the same, to use or otherwise gain access to any Confidential Information. The Employee will have no obligation under this Agreement with respect to any information that becomes generally available to the public other than as a result of a disclosure by the Employee or his agent or other representative or becomes available to the Employee on a non-confidential basis from a source other than the Company, Linn Energy or their direct or indirect subsidiaries. Further, the Employee will have no obligation under this Agreement to keep confidential any of the Confidential Information to the extent that a disclosure of it is required by law or is consented to by the Company or Linn Energy; provided, however, that if and when such a disclosure is required by law, the Employee promptly will provide the Company with notice of such requirement, so that the Company may seek an appropriate protective order.

(a) SEC Provisions. The Employee understands that nothing contained in this Agreement limits the Employee's ability to file a charge or complaint with the Securities and Exchange Commission ("SEC"). The Employee further understands that this Agreement does not limit the Employee's ability to communicate with the SEC or otherwise participate in any investigation or proceeding that may be conducted by the SEC, including providing documents or other information, without notice to the Company. This Agreement does not limit the Employee's right to receive an award for information provided to the SEC. This Section 7.1(a) applies only for the period of time that the Company is subject to the Dodd-Frank Act.

(b) Trade Secrets. The parties specifically acknowledge that 18 U.S.C. § 1833(b) provides: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, notwithstanding anything to the contrary in the foregoing, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law

7.2 Return of Property. The Employee agrees to deliver promptly to the Company, upon termination of his employment hereunder, or at any other time when the Company so requests, all documents relating to the business of the Company, Linn Energy or their direct or indirect subsidiaries, including without limitation: all geological and geophysical reports and related data such as maps, charts, logs, seismographs, seismic records and other reports and related data, calculations, summaries, memoranda and opinions relating to the foregoing, production records, electric logs, core data, pressure data, lease files, well files and records, land files, abstracts, title opinions, title or curative matters, contract files, notes, records, drawings, manuals, correspondence, financial and accounting information, customer lists, statistical data and compilations, patents, copyrights, trademarks, trade names, inventions, formulae, methods,

processes, agreements, contracts, manuals or any documents relating to the business of the Company, Linn Energy or their direct or indirect subsidiaries and all copies thereof and therefrom; provided, however, that the Employee will be permitted to retain copies of any documents or materials of a personal nature or otherwise related to the Employee's rights under this Agreement, copies of this Agreement and any attendant or ancillary documents specifically including any documents referenced in this Agreement and copies of any documents related to the Employee's long-term incentive awards and other compensation.

7.3 Non-Compete Obligations.

(a) *Non-Compete Obligations During Employment Term.* The Employee agrees that during the Employment Term:

(i) the Employee will not, other than through the Company, engage or participate in any manner, whether directly or indirectly through any family member or as an employee, employer, consultant, agent, principal, partner, more than 1% shareholder, officer, director, licensor, lender, lessor or in any other individual or representative capacity, in any business or activity which is engaged in leasing, acquiring, exploring, producing, gathering or marketing hydrocarbons and related products; provided that the foregoing shall not be deemed to restrain the participation by the Employee's spouse in any capacity set forth above in any business or activity engaged in any such activity and provided further that Linn Energy or the Company may, in good faith, take such reasonable action with respect to the Employee's performance of his duties, responsibilities and authorities as set forth in Sections 1.1 and 1.2 of this Agreement as it deems necessary and appropriate to protect its legitimate business interests with respect to any actual or apparent conflict of interest reasonably arising from or out of the participation by the Employee's spouse in any such competitive business or activity; and

(ii) all investments made by the Employee (whether in his own name or in the name of any family members or other nominees or made by the Employee's controlled affiliates), which relate to the leasing, acquisition, exploration, production, gathering or marketing of hydrocarbons and related products will be made solely through the Company; and the Employee will not (directly or indirectly through any family members or other persons), and will not permit any of his controlled affiliates to: (A) invest or otherwise participate alongside the Company or its direct or indirect subsidiaries in any Business Opportunities, or (B) invest or otherwise participate in any business or activity relating to a Business Opportunity, regardless of whether any of the Company or its direct or indirect subsidiaries ultimately participates in such business or activity, in either case, except through the Company. Notwithstanding the foregoing, nothing in this Section 7.3 shall be deemed to prohibit the Employee or any family member from owning, or otherwise having an interest in, less than 1% of any publicly owned entity or 3% or less of any private equity fund or similar investment fund that invests in any business or activity engaged in any of the activities set forth above, provided that the Employee has no active role with respect to any investment by such fund in any entity.

(b) *Non-Compete Obligations After Termination Date.* The Employee agrees that some restrictions on the Employee's activities after the Employee's employment are

necessary to protect the goodwill, Confidential Information, and other legitimate interests of the Company and its direct and indirect subsidiaries. Following the Effective Date, the Company will provide the Employee with access to and knowledge of Confidential Information and trade secrets and will place the Employee in a position of trust and confidence with the Company, and the Employee will benefit from the Company's goodwill. The restrictive covenants below are necessary to protect the Company's legitimate business interests in its Confidential Information, trade secrets and goodwill. The Employee further understands and acknowledges that the Company's ability to reserve these for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company and that the Company would be irreparably harmed if the Employee violates the restrictive covenants below. In recognition of the consideration provided to the Employee as well as the imparting to the Employee of Confidential Information, including trade secrets, and for other good and valuable consideration, the Employee hereby agrees that the Employee will not engage or participate in any manner, whether directly or indirectly, through any family member or other person or as an employee, employer, consultant, agent principal, partner, more than 1% shareholder, officer, director, licensor, lender, lessor or in any other individual or representative capacity during the one year period following the Termination Date, in any business or activity which is in direct competition with the business of the Company or its direct or indirect subsidiaries in the leasing, acquiring, exploring, producing, gathering or marketing of hydrocarbons and related products within the boundaries of, or within a two-mile radius of the boundaries of, any mineral property interest of any of the Company or its direct or indirect subsidiaries (including, without limitation, a mineral lease, overriding royalty interest, production payment, net profits interest, mineral fee interest or option or right to acquire any of the foregoing, or an area of mutual interest as designated pursuant to contractual agreements between the Company and any third party) or any other property on which any of the Company or its direct or indirect subsidiaries has an option, right, license or authority to conduct or direct exploratory activities, such as three-dimensional seismic acquisition or other seismic, geophysical and geochemical activities (but not including any preliminary geological mapping), as of the Termination Date or as of the end of the six-month period following such Termination Date; provided that, this Section 7.3(b) will not preclude the Employee from making investments in securities of oil and gas companies which are registered on a national stock exchange, if (A) the aggregate amount owned by the Employee and all family members and affiliates does not exceed 5% of such company's outstanding securities, and (B) the aggregate amount invested in such investments by the Employee and all family members and affiliates after the date hereof does not exceed $500,000.

Notwithstanding the foregoing, nothing in this Section 7.3 shall be deemed to restrain the participation by the Employee's spouse in any capacity set forth above in any business or activity described above.

(c) *Not Applicable Following Change of Control Termination.* The Employee will not be subject to the covenants contained in Section 7.3(b) and such covenants will not be enforceable against the Employee from and after the date of an Eligible Termination if such Eligible Termination occurs within six months before or two years after a Change of Control.

7.4 Non-Solicitation

(a) *Non-Solicitation Other than Following a Change of Control Termination*. During the Employment Term and for a period of one year after the Termination Date, the Employee will not, whether for his own account or for the account of any other Person (other than the Company or its direct or indirect subsidiaries), (i) intentionally solicit, endeavor to entice away from the Company or its direct or indirect subsidiaries, or otherwise interfere with the relationship of the Company or its direct or indirect subsidiaries with, any person who is employed by the Company or its direct or indirect subsidiaries (including any independent sales representatives or organizations), or (ii) using Confidential Information, solicit, endeavor to entice away from the Company or its direct or indirect subsidiaries, or otherwise interfere with the relationship of the Company or its direct or indirect subsidiaries with, any client or customer of the Company or its direct or indirect subsidiaries in direct competition with the Company.

(b) *Not Applicable Following Change of Control Termination*. The Employee will not be subject to the covenants contained in Section 7.4(a) and such covenants will not be enforceable against the Employee from and after the date of an Eligible Termination if such Eligible Termination occurs within six months before or two years following a Change of Control.

7.5 Assignment of Developments. The Employee assigns and agrees to assign without further compensation to the Company and its successors, assigns or designees, all of the Employee's right, title and interest in and to all Business Opportunities and Intellectual Property (as those terms are defined below), and further acknowledges and agrees that all Business Opportunities and Intellectual Property constitute the exclusive property of the Company.

For purposes of this Agreement, "Business Opportunities" means all business ideas, prospects, proposals or other opportunities pertaining to the lease, acquisition, exploration, production, gathering or marketing of hydrocarbons and related products and the exploration potential of geographical areas on which hydrocarbon exploration prospects are located, which are developed by the Employee during the Employment Term, or originated by any third party and brought to the attention of the Employee during the Employment Term, together with information relating thereto (including, without limitation, geological and seismic data and interpretations thereof, whether in the form of maps, charts, logs, seismographs, calculations, summaries, memoranda, opinions or other written or charted means).

For purposes of this Agreement, "Intellectual Property" shall mean all ideas, inventions, discoveries, processes, designs, methods, substances, articles, computer programs and improvements (including, without limitation, enhancements to, or further interpretation or processing of, information that was in the possession of the Employee prior to the date of this Agreement), whether or not patentable or copyrightable, which do not fall within the definition of Business Opportunities, which the Employee discovers, conceives, invents, creates or develops, alone or with others, during the Employment Term, if such discovery, conception, invention, creation or development (a) occurs in the course of the Employee's employment with the Company, or (b) occurs with the use of any of the time, materials or facilities of the Company or its direct or indirect subsidiaries, or (c) in the good faith judgment of the Board,

relates or pertains in any material way to the purposes, activities or affairs of the Company or its direct or indirect subsidiaries.

7.6 Injunctive Relief. The Employee acknowledges that a breach of any of the covenants contained in this Section 7 may result in material, irreparable injury to the Company for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat of breach, the Company will be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction restraining the Employee from engaging in activities prohibited by this Section 7 or such other relief as may be required to specifically enforce any of the covenants in this Section 7.

7.7 Adjustment of Covenants. The parties consider the covenants and restrictions contained in this Section 7 to be reasonable. However, if and when any such covenant or restriction is found to be void or unenforceable and would have been valid had some part of it been deleted or had its scope of application been modified, such covenant or restriction will be deemed to have been applied with such modification as would be necessary and consistent with the intent of the parties to have made it valid, enforceable and effective.

7.8 Forfeiture Provision.

(a) *Detrimental Activities.* If the Employee engages in any activity that violates any covenant or restriction contained in this Section 7, in addition to any other remedy the Company may have at law or in equity, (i) the Employee will be entitled to no further payments or benefits from the Company under this Agreement or otherwise, except for any payments or benefits required to be made or provided under applicable law, (ii) all unexercised Unit options, restricted Units and other forms of equity compensation held by or credited to the Employee will terminate effective as of the date on which the Employee engages in that activity, unless terminated sooner by operation of another term or condition of this Agreement or other applicable plans and agreements, and (iii) any exercise, payment or delivery pursuant to any equity compensation award that occurred within one year prior to the date on which the Employee engages in that activity may be rescinded within one year after the first date that a majority of the members of the Board first became aware that the Employee engaged in that activity. In the event of any such rescission, the Employee will pay to the Company the amount of any gain realized or payment received as a result of the rescinded exercise, payment or delivery, in such manner and on such terms and conditions as may be required.

(b) *Right of Setoff.* The Employee consents to a deduction from any amounts the Company owes the Employee from time to time (including amounts owed as wages or other compensation, fringe benefits, or vacation pay, as well as any other amounts owed to the Employee by the Company), to the extent of the amounts the Employee owes the Company under Section 7.8(a) (above). Whether or not the Company elects to make any setoff in whole or in part, if the Company does not recover by means of setoff the full amount the Employee owes, calculated as set forth above, the Employee agrees to pay immediately the unpaid balance to the Company. In the discretion of the Board, reasonable interest may be assessed on the amounts owed, calculated from the later of (i) the date the Employee engages in the prohibited activity and (ii) the applicable date of exercise, payment or delivery.

(c) *Forfeiture by Company.* In the event that Company fails to timely and fully pay to the Employee all Severance Benefits or Change of Control Benefits due under this Agreement, then Company shall forfeit all right to enforce this Section 7.

8. Miscellaneous.

8.1 Assignment; Successors; Binding Agreement. This Agreement may not be assigned by either party, whether by operation of law or otherwise, without the prior written consent of the other party, except that any right, title or interest of the Company arising out of this Agreement may be assigned to any corporation or entity controlling, controlled by, or under common control with the Company, or succeeding to the business and substantially all of the assets of the Company or any affiliates for which the Employee performs substantial services. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, legatees, devisees, personal representatives, successors and assigns. The Company shall obtain from any successor or other person or entity acquiring a majority of the Company's assets or Units a written agreement to perform all terms of this Agreement.

8.2 Modification and Waiver. Except as otherwise provided below, no provision of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is duly approved by the Board and is agreed to in writing by the Employee and such officer(s) as may be specifically authorized by the Board to effect it. No waiver by any party of any breach by any other party of, or of compliance with, any term or condition of this Agreement to be performed by any other party, at any time, will constitute a waiver of similar or dissimilar terms or conditions at that time or at any prior or subsequent time.

8.3 Entire Agreement. This Agreement, together with any attendant or ancillary documents, specifically including, but not limited to (a) all documents referenced in this Agreement and (b) the written policies and procedures of the Company, embodies the entire understanding of the parties hereto, and, upon the Effective Date, will supersede all other oral or written agreements or understandings between them regarding the subject matter hereof, including the Prior Agreement. No agreement or representation, oral or otherwise, express or implied, with respect to the subject matter of this Agreement, has been made by either party which is not set forth expressly in this Agreement or the other documents referenced in this Section 8.3.

8.4 Governing Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of Texas other than the conflict of laws provision thereof.

8.5 Consent to Jurisdiction; Service of Process; Waiver of Jury Trial.

(a) *Disputes.* In the event of any dispute, controversy or claim between the Company and the Employee arising out of or relating to the interpretation, application or enforcement of the provisions of this Agreement, the Company and the Employee agree and consent to the personal jurisdiction of the state and local courts of Harris County, Texas and/or the United States District Court for the Southern District of Texas, Houston Division for

resolution of the dispute, controversy or claim, and that those courts, and only those courts, shall have any jurisdiction to determine any dispute, controversy or claim related to, arising under or in connection with this Agreement. The Company and the Employee also agree that those courts are convenient forums for the parties to any such dispute, controversy or claim and for any potential witnesses and that process issued out of any such court or in accordance with the rules of practice of that court may be served by mail or other forms of substituted service to the Company at the address of its principal executive offices and to the Employee at his last known address as reflected in the Company's records.

(b) *Waiver of Right to Jury Trial*.

THE COMPANY AND THE EMPLOYEE HEREBY VOLUNTARILY, KNOWINGLY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY TO ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AS WELL AS TO ALL CLAIMS ARISING OUT OF THE EMPLOYEE'S EMPLOYMENT WITH THE COMPANY OR TERMINATION THEREFROM INCLUDING, BUT NOT LIMITED TO:

(i) Any and all claims and causes of action arising under contract, tort or other common law including, without limitation, breach of contract, fraud, estoppel, misrepresentation, express or implied duties of good faith and fair dealing, wrongful discharge, discrimination, retaliation, harassment, negligence, gross negligence, false imprisonment, assault and battery, conspiracy, intentional or negligent infliction of emotional distress, slander, libel, defamation and invasion of privacy.

(ii) Any and all claims and causes of action arising under any federal, state or local law, regulation or ordinance, including, without limitation, claims arising under Title VII of the Civil Rights Act of 1964, the Pregnancy Discrimination Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act and all corresponding state laws.

(iii) Any and all claims and causes of action for wages, employee benefits, vacation pay, severance pay, pension or profit sharing benefits, health or welfare benefits, bonus compensation, commissions, deferred compensation or other remuneration, employment benefits or compensation, past or future loss of pay or benefits or expenses.

8.6 Withholding of Taxes. The Company will withhold from any amounts payable under the Agreement all federal, state, local or other taxes as legally will be required to be withheld.

8.7 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below (or to

such other addresses and facsimile numbers as a party may designate by notice to the other parties).

To the Company:

[

]

To the Employee:

At the address reflected in the Company's written records.

Addresses may be changed by written notice sent to the other party at the last recorded address of that party.

8.8 Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

8.10 Headings. The headings used in this Agreement are for convenience only, do not constitute a part of the Agreement, and will not be deemed to limit, characterize, or affect in any way the provisions of the Agreement, and all provisions of the Agreement will be construed as if no headings had been used in the Agreement.

8.11 Construction. As used in this Agreement, unless the context otherwise requires: (a) the terms defined herein will have the meanings set forth herein for all purposes; (b) references to "Section" are to a section hereof; (c) "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; (d) "writing," "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; (e) "hereof," "herein," "hereunder" and comparable terms refer to the entirety of this Agreement and not to any particular section or other subdivision hereof or attachment hereto; (f) references to any gender include references to all genders; and (g) references to any agreement or other instrument or statute or regulation are referred to as amended or supplemented from time to time (and, in the case of a statute or regulation, to any successor provision).

8.12 Capacity; No Conflicts. The Employee represents and warrants to the Company that: (a) he has full power, authority and capacity to execute and deliver this Agreement, and to perform his obligations hereunder, (b) such execution, delivery and performance will not (and with the giving of notice or lapse of time, or both, would not) result in the breach of any agreement or other obligation to which he is a party or is otherwise bound, and (c) this

Agreement is his valid and binding obligation, enforceable in accordance with its terms. The Employee warrants and represents that he has actual authority to enter into this Agreement as the authorized act of the indicated entities.

[Signature page follows]

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

[LINN OPERATING, INC.]

By: _____
Name:
Title:

EMPLOYEE

_____
Mark E. Ellis

For the limited purposes set forth herein:

[LINN ENERGY, INC.]

By: _____
Name:
Title:

FINAL VERSION

Appendix C

Form of Employment Agreement for

David B. Rottino, Arden L. Walker, Jr., Thomas E. Emmons, Jamin McNeil and Candice J. Wells

[Attached.]

FINAL VERSION

[SECOND AMENDED AND RESTATED][THIRD AMENDED AND RESTATED] EMPLOYMENT AGREEMENT

[ ], 2016

[This Second Amended and Restated Employment Agreement ("Agreement") replaces and supersedes in its entirety that First Amended and Restated Employment Agreement dated December 17, 2008, as amended on April 26, 2011 (the "Prior Agreement"), and is entered into by and between **[LINN OPERATING, INC., a Delaware corporation]** (the "Company"), and ARDEN L. WALKER, JR. (the "Employee") as of the date first set forth above (the "Effective Date"), on the terms set forth herein. **[LINN ENERGY, INC., a Delaware corporation]**, and the 100% parent of the Company ("Linn Energy"), is joining in this Agreement for the limited purposes of reflecting its agreement to the matters set forth herein as to it, but such joinder is not intended to make Linn Energy the employer of the Employee for any purpose.]

or

[This Third Amended and Restated Employment Agreement ("Agreement") replaces and supersedes in its entirety that Second Amended and Restated Employment Agreement dated December 17, 2008 (the "Prior Agreement") and is entered into by and between **[LINN OPERATING, INC., a Delaware corporation]** (the "Company"), and **DAVID B. ROTTINO** (the "Employee") as of the date first set forth above (the "Effective Date"), on the terms set forth herein. **[LINN ENERGY, INC., a Delaware corporation]**, and the 100% parent of the Company ("Linn Energy"), is joining in this Agreement for the limited purposes of reflecting its agreement to the matters set forth herein as to it, but such joinder is not intended to make Linn Energy the employer of the Employee for any purpose.]

or

[This Employment Agreement ("Agreement") is entered into by and between **[LINN OPERATING, INC., a Delaware corporation]** (the "Company"), and **[THOMAS E. EMMONS][JAMIN MCNEIL][CANDICE J. WELLS]** (the "Employee") as of the date first set forth above (the "Effective Date"), on the terms set forth herein. **[LINN ENERGY, INC., a Delaware corporation]**, and the 100% parent of the Company ("Linn Energy"), is joining in this Agreement for the limited purposes of reflecting its agreement to the matters set forth herein as to it, but such joinder is not intended to make Linn Energy the employer of the Employee for any purpose.]

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Position and Duties.

1.1 Employment; Titles; Reporting. The Company agrees to continue to employ the Employee and the Employee agrees to continue employment with the Company, upon the terms and subject to the conditions provided under this Agreement. During the Employment Term (as defined in Section 2), the Employee will serve each of the Company and Linn Energy as the

[Title][1]. In such capacities, the Employee will report to the Board of Directors of Linn Energy (including any committee thereof, the "Board") and otherwise will be subject to the direction and control of the Board, and the Employee will have such duties, responsibilities and authorities as may be assigned to the Employee by the Board from time to time and otherwise consistent with such position in a publicly traded company comparable to Linn Energy which is engaged in natural gas and oil acquisition, development and production.

1.2 Duties. During the Employment Term, the Employee will devote substantially all of the Employee's full working time to the business and affairs of the Company and Linn Energy, will use the Employee's best efforts to promote the Company's and Linn Energy's interests and will perform the Employee's duties and responsibilities faithfully, diligently and to the best of the Employee's ability, consistent with sound business practices. The Employee may be required by the Board to provide services to, or otherwise serve as an officer or director of, any direct or indirect subsidiary of the Company or to Linn Energy, as applicable. The Employee will comply with the Company's and Linn Energy's policies, codes and procedures, as they may be in effect from time to time, applicable to executive officers of the Company and Linn Energy. Subject to the preceding sentence, the Employee may, with the prior approval of the Board in each instance, engage in other business and charitable activities, provided that such charitable and/or other business activities do not violate Section 7, create a conflict of interest or the appearance of a conflict of interest with the Company or Linn Energy or materially interfere with the performance of the Employee's obligations to the Company or Linn Energy under this Agreement.

1.3 Place of Employment. The Employee will perform the Employee's duties under this Agreement at the Company's offices in Houston, Texas, with the likelihood of substantial business travel.

2. Term of Employment.

The term of the Employee's employment by the Company under this Agreement (the "Employment Term") commenced on the Effective Date and will continue until employment is terminated by either party under Section 5. The date on which the Employee's employment ends is referred to in this Agreement as the "Termination Date." For the purpose of Sections 5 and 6 of this Agreement, the Termination Date shall be the date upon which the Employee incurs a "separation from service" as defined in Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and regulations issued thereunder.

[1] NTD: (1) Rottino: Executive Vice President and Chief Financial Officer; (2) Walker: Executive Vice President and Chief Operating Officer; (3) Emmons: Senior Vice President, Corporate Services; (4) McNeil: Senior Vice President, Houston Division Operations; (5) Wells: Senior Vice President, General Counsel and Corporate Secretary.

3. Compensation.

3.1 Base Salary. During the Employment Term, the Employee will be entitled to receive a base salary ("Base Salary") at an annual rate of not less than $**[_____]**[2] for services rendered to the Company, Linn Energy, and any of its direct or indirect subsidiaries, payable in accordance with the Company's regular payroll practices. The Employee's Base Salary shall be reviewed annually by the Board and may be adjusted upward in the Board's sole discretion, but not downward.

3.2 Bonus Compensation. During the Employment Term, the Employee will be entitled to receive incentive compensation in such amounts and at such times as the Board may award to the Employee in its sole discretion under any incentive compensation or other bonus plan or arrangement as may be established by the Board from time to time (collectively, the "Employee Bonus Plan"). Under the Employee Bonus Plan, the Board may, in its discretion, set, in advance, an annual target bonus for the Employee, which is currently set as a percentage of Base Salary. For example, for 2016, the Employee's target bonus was set at **[___]**[3]% of the Employee's Base Salary. The percentage of the Employee's Base Salary that the Board designates for the Employee to receive as the Employee's annual target bonus under any Employee Bonus Plan, as such percentage may be adjusted upward or downward from time to time in the sole discretion of the Board, or replaced by another methodology of determining the Employee's target bonus, is referred to herein as the Employee's "Bonus Level Percentage." The amount paid to the Employee through application of the Bonus Level Percentage is the Employee's "Bonus Level Amount." The "Annual Bonus" is the Bonus Level Amount paid to the Employee in any given year.

3.3 Long-Term Incentive Compensation. Long-term incentive compensation awards may be made to the Employee from time to time during the Employment Term by the Board in its sole discretion, whose decision will be based upon performance and award guidelines for executive officers of the Company and Linn Energy established periodically by the Board in its sole discretion.

4. Expenses and Other Benefits.

4.1 Reimbursement of Expenses. The Employee will be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Employee during the Employment Term (in accordance with the policies and practices presently followed by the Company or as may be established by the Board from time to time for the Company's and Linn Energy's senior executive officers) in performing services under this Agreement, provided that the Employee properly accounts for such expenses in accordance with the Company's and Linn Energy's policies as in effect from time to time. Such reimbursement shall be paid on or before the end of the calendar year following the calendar year in which any such reimbursable expense was incurred, and the Company shall not be obligated to pay any such reimbursement amount for

[2] NTD: (1) Rottino: $500,000; (2) Walker: $500,000; (3) Emmons: $375,000; (4) McNeil: $400,000; (5) Wells: $375,000.

[3] NTD: (1) Rottino: 100%; (2) Walker: 100%; (3) Emmons: 75%; (4) McNeil: 75%; (5) Wells: 75%.

which the Employee fails to submit an invoice or other documented reimbursement request at least ten business days before the end of the calendar year next following the calendar year in which the expense was incurred. Business related expenses shall be reimbursable only to the extent they were incurred during the term of the Agreement, but in no event shall the time period extend beyond the later of the lifetime of the Employee or, if longer, 20 years. The amount of such reimbursements that the Company is obligated to pay in any given calendar year shall not affect the amount the Company is obligated to pay in any other calendar year. In addition, the Employee may not liquidate or exchange the right to reimbursement of such expenses for any other benefits.

4.2 Vacation. The Employee will be entitled to paid vacation time each year during the Employment Term that will accrue in accordance with the Company's policies and procedures now in force or as such policies and procedures may be modified with respect to all senior executive officers of the Company.

4.3 Other Employee Benefits. In addition to the foregoing, during the Employment Term, the Employee will be entitled to participate in and to receive benefits as a senior executive under all of the Company's employee benefit plans, programs and arrangements available to senior executives, subject to the eligibility criteria and other terms and conditions thereof, as such plans, programs and arrangements may be duly amended, terminated, approved or adopted by the Board from time to time.

5. Termination of Employment.

5.1 Death. The Employee's employment under this Agreement will terminate upon the Employee's death.

5.2 Termination by the Company.

(a) *Terminable at Will.* The Company may terminate the Employee's employment under this Agreement at any time with or without Cause (as defined below).

(b) *Definition of Cause.* For purposes of this Agreement, the Company will have "Cause" to terminate the Employee's employment under this Agreement by reason of any of the following:

(i) the Employee's conviction of, or plea of *nolo contendere* to, any felony or to any crime or offense causing substantial harm to any of Linn Energy or its direct or indirect subsidiaries (whether or not for personal gain) or involving acts of theft, fraud, embezzlement, moral turpitude or similar conduct;

(ii) the Employee's repeated intoxication by alcohol or drugs during the performance of the Employee's duties;

(iii) the Employee's willful and intentional misuse of any of the funds of Linn Energy or its direct or indirect subsidiaries,

(iv) embezzlement by the Employee;

(v) the Employee's willful and material misrepresentations or concealments on any written reports submitted to any of Linn Energy or its direct or indirect subsidiaries;

(vi) the Employee's willful and intentional material breach of this Agreement;

(vii) the Employee's material failure to follow or comply with the reasonable and lawful written directives of the Board; or

(viii) conduct constituting a material breach by the Employee of the Company's then current (A) Code of Business Conduct and Ethics, and any other written policy referenced therein, (B) the Code of Ethics for Chief Executive Officer and senior financial officers, if applicable, provided that, in each case, the Employee knew or should have known such conduct to be a breach.

(c) *Notice and Cure Opportunity in Certain Circumstances.* The Employee may be afforded a reasonable opportunity to cure any act or omission that would otherwise constitute Cause hereunder according to the following terms: The Board shall give the Employee written notice stating with reasonable specificity the nature of the circumstances determined by the Board in its reasonable and good faith judgment to constitute Cause. If, in the reasonable and good faith judgment of the Board, the alleged breach is reasonably susceptible to cure, the Employee will have 30 days from the Employee's receipt of such notice to effect the cure of such circumstances or such breach to the reasonable and good faith satisfaction of the Board. The Board will state whether the Employee will have such an opportunity to cure in the initial notice of Cause referred to above. Prior to termination for Cause, in those instances where the initial notice of Cause states that the Employee will have an opportunity to cure, the Company shall provide an opportunity for the Employee to be heard by the Board or a Board committee designated by the Board to hear the Employee. The decision as to whether the Employee has satisfactorily cured the alleged breach shall be made at such meeting. If, in the reasonable and good faith judgment of the Board the alleged breach is not reasonably susceptible to cure, or such circumstances or breach have not been satisfactorily cured within such 30 day cure period, such breach will thereupon constitute Cause hereunder.

5.3 Termination by the Employee.

(a) *Terminable at Will.* The Employee may terminate the Employee's employment under this Agreement at any time with or without Good Reason (as defined below).

(b) *Notice and Cure Opportunity.* If such termination is with Good Reason, the Employee will give the Company written notice, which will identify with reasonable specificity the grounds for the Employee's resignation and provide the Company with 15 days from the day such notice is given to cure the alleged grounds for resignation contained in the notice. A termination will not be for Good Reason if such notice is given by the Employee to the Company more than 30 days after the occurrence of the event that the Employee alleges is Good Reason for the Employee's termination hereunder.

(c) *Definition of Good Reason Other Than Upon a Change of Control.* For purposes of this Agreement, other than in the event of a Change of Control, "Good Reason" will mean any of the following to which the Employee will not consent in writing: (i) a reduction in the Employee's then current Base Salary or Bonus Level Percentage, or both; (ii) failure by Company to pay in full on a current basis (A) any of the compensation or benefits described in this Agreement that are due and owing, or (B) any amounts due and owing to the Employee under any long-term or short-term or other incentive compensation plans, agreements or awards; (iii) material breach of any provision of this Agreement by Company; or (iv) any material reduction in the Employee's title, authority, duties, responsibilities or reporting relationship from those in effect as of the Effective Date.

(d) *Definition of Good Reason for Purposes of Change of Control.* For purposes of a Change of Control, "Good Reason" will mean any of the following to which the Employee will not consent in writing, but only if the Termination Date is within six months before or two years after a Change of Control: (i) reduction in either the Employee's then current Base Salary or Bonus Level Percentage, or both; (ii) failure by the Company to pay in full on a current basis (A) any of the compensation or benefits described in this Agreement that are due and owing, or (B) any amounts due and owing to the Employee under any long-term or short-term or other incentive compensation plans, agreements or awards; (iii) material breach of any provision of this Agreement by the Company; (iv) any material reduction in the Employee's title, authority, duties, responsibilities or reporting relationship from those in effect as of the Effective Date; or (v) a relocation of the Employee's primary place of employment to a location more than 50 miles from the Company's location on the day immediately preceding the Change of Control.

5.4 Notice of Termination. Any termination of the Employee's employment by the Company or by the Employee during the Employment Term (other than termination pursuant to Section 5.1) will be communicated by written Notice of Termination to the other party hereto in accordance with Section 8.7. For purposes of this Agreement, a "Notice of Termination" means a written notice that (a) indicates the specific termination provision in this Agreement relied upon, (b) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated, and (c) if the Termination Date (as defined herein) is other than the date of receipt of such notice, specifies the Termination Date (which Termination Date will be not more than 30 days after the giving of such notice).

5.5 Disability. If the Company determines in good faith that the Disability (as defined herein) of the Employee has occurred during the Employment Term, it may, without breaching this Agreement, give to the Employee written notice in accordance with Section 5.4 of its intention to terminate the Employee's employment. In such event, the Employee's employment with the Company will terminate effective on the 15th day after receipt of such notice by the Employee, provided that, within the 15 days after such receipt, the Employee will not have returned to full-time performance of the Employee's duties.

"Disability" means the earlier of (a) written determination by a physician selected by the Company and reasonably agreed to by the Employee that the Employee has been unable to perform substantially the Employee's usual and customary duties under this Agreement for a period of at least 120 consecutive days or a non-consecutive period of 180 days during any 12-

month period as a result of incapacity due to mental or physical illness or disease; and (b) "disability" as such term is defined in the Company's applicable long-term disability insurance plan.

At any time and from time to time, upon reasonable request therefor by the Company, the Employee will submit to reasonable medical examination for the purpose of determining the existence, nature and extent of any such disability. Any physician selected by Company shall be Board Certified in the appropriate field, shall have no actual or potential conflict of interest, and may not be a physician who has been retained by the Company for any purpose within the prior three years.

6. Compensation of the Employee Upon Termination. Subject to the provisions of Section 6.8, the Employee shall be entitled to receive the amount specified upon the termination events designated below:

6.1 Death. If the Employee's employment under this Agreement is terminated by reason of the Employee's death, the Company shall pay to the person or persons designated by the Employee for that purpose in a notice filed with the Company, or, if no such person will have been so designated, to the Employee's estate, in a lump sum within 30 days following the Termination Date, the amount of:

(a) the Employee's accrued but unpaid then current Base Salary through the Termination Date, payable,

plus

(b) the unpaid Bonus Level Amount, if any, with respect to the last full year during which the Employee was employed by the Company determined as follows:

(i) If the Employee was employed for the entire previous year but the Termination Date occurred prior to the Board finally determining the Bonus Level Amount for the preceding year, then the Company's performance will be deemed to have been such that the Employee would have been awarded 100% of the Employee's Bonus Level Percentage for that year (the "Deemed Full Year Bonus Amount");

or

(ii) If the Employee was employed for the entire previous year and the Board had already finally determined the Bonus Level Amount for the preceding year by the Termination Date but the Company had not yet paid the Employee such Bonus Level Amount, then the Bonus Level Amount will be that Bonus Level Amount determined by the Board (the "Actual Full Year Bonus Amount");

plus

(iii) an amount representing a deemed bonus for the fiscal year in which the Termination Date occurs, which is equal to the Bonus Level Amount that would be received by the Employee if the Company's performance for the year is deemed

to be at the level entitling the Employee to 100% of the Employee's Bonus Level Percentage and then multiplying the Bonus Level Amount resulting from applying 100% of the Employee's Bonus Level Percentage by a fraction, the numerator of which is the number of days from the first day of the fiscal year of the Company in which such termination occurs through and including the Termination Date and the denominator of which is 365 ("Deemed Pro Rata Bonus Amount");

plus

(c) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement.

Thereafter, the Company will have no further obligation to the Employee under this Agreement, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company and any payments or benefits required to be made or provided under applicable law.

Notwithstanding any other provision of this Agreement, on the Employee's death, all granted but unvested long-term incentive awards shall immediately vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests (as defined in that certain Employee Incentive Plan Term Sheet, dated []) will only vest to the extent the applicable performance condition is satisfied (i) on the Termination Date, or (ii) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the date the Reorganization (as defined below) became effective (the "Emergence Date"), or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

6.2 Disability. In the event of the Employee's termination by reason of Disability pursuant to Section 5.5, the Employee will continue to receive the Employee's Base Salary in effect immediately prior to the Termination Date and participate in applicable employee benefit plans or programs of the Company (on an equivalent basis to those employee benefit plans or programs provided under Section 6.4(a)(iv) below) through the Termination Date, subject to offset dollar-for-dollar by the amount of any disability income payments provided to the Employee under any Company disability policy or program funded by the Company, and the Company shall pay the Employee the following amounts in a lump sum within 30 days following the Termination Date: the sum of (a) the Employee's accrued but unpaid then current Base Salary through the Termination Date, *plus* (b) either the (i) unpaid Actual Full Year Bonus Amount, if any, or (ii) the Deemed Full Year Bonus Amount, if applicable, *plus* (c) the Employee's Deemed Pro Rata Bonus Amount, *plus* (d) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement, and the Company thereafter will have no further obligation to the Employee under this Agreement, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company and any payments or benefits required to be made or provided under applicable law.

Notwithstanding any other provision of this Agreement, on the Employee's Termination on account of Disability, all granted but unvested long-term incentive awards shall immediately

vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests will only vest to the extent the applicable performance condition is satisfied (i) on the Termination Date, or (ii) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the Emergence Date, or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

6.3 By the Company for Cause or the Employee Without Good Reason. If the Employee's employment is terminated by the Company for Cause, or if the Employee terminates the Employee's employment other than for Good Reason, the Employee will receive (a) the Employee's accrued but unpaid then current Base Salary through the Termination Date, payable in a lump sum within 30 days following the Termination Date, and (b) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement, payable in a lump sum within 30 days following the Termination Date, and the Company thereafter will have no further obligation to the Employee under this Agreement, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company, and any payments or benefits required to be made or provided under applicable law. Notwithstanding anything in this Agreement to the contrary, no bonus will be paid to the Employee for a termination of the Employee's employment under this Section 6.3.

6.4 By the Employee for Good Reason or the Company Without Cause.

(a) *Severance Benefits on Non-Change of Control Termination*. Subject to the provisions of Section 6.4(b) and Section 6.4(d), if prior to the date that precedes a Change of Control by at least six months, or more than two years after the occurrence of a Change of Control (as defined below), the Company terminates the Employee's employment without Cause, or the Employee terminates the Employee's employment for Good Reason, then the Employee will be entitled to the following benefits (the "Severance Benefits") payable in a lump sum within 30 days following the Termination Date:

(i) an amount equal to (A) the Employee's accrued but unpaid then current Base Salary through the Termination Date, *plus* (B) either (x) the unpaid Actual Full Year Bonus Amount, if any, or (y) the Deemed Full Year Bonus Amount, if applicable, *plus* (C) the Employee's Deemed Pro Rata Bonus Amount, if any, *plus* (D) any other amounts that may be reimbursable by the Company to the Employee as expressly provided under this Agreement;

plus

(ii) with respect to any termination event described in this paragraph (a) of Section 6.4, a single lump sum equal to **[one and a half][two]**[4] times the sum of (A) the Employee's annual Base Salary at the highest rate in effect at any time during the 36-month period immediately preceding the Termination Date, *plus* (B) the Deemed Full Year Bonus Amount, payable within 30 days of the Termination Date.

[4] NTD: (1) Rottino/Walker: two; (2) Emmons/McNeil/Wells: one and a half.

(iii) In addition, the Company will pay the "Company's portion" (as set defined below) of the Employee's COBRA continuation coverage (the "COBRA Coverage") for **[18 months][the duration of the "maximum required period" as such period is set forth under COBRA and the applicable regulations]**.[5] Following such period, the Company shall permit the Employee (including the Employee's spouse and dependents) to (A) continue to participate in the Company's group health plan if permitted under such plan, (B) convert the Company's group health plan to an individual policy, or (C) obtain other similar coverage, in each case, for up to an additional six months after the expiration of the "maximum required period" by the Employee paying one-hundred percent of the premiums for medical, dental and/or vision coverage on an after-tax basis ("Medical Benefits"). Notwithstanding the foregoing, the benefits described in this Section 6.4(a)(iii) may be discontinued by the Company prior to the end of the period provided in this subsection (iii) to the extent, but only to the extent, that the Employee receives substantially similar benefits from a subsequent employer.

(iv) Following the end of the COBRA "maximum required period" provided under the Company's group health plan (the "Benefit Measurement Date"), the Company shall, as a separate obligation, reimburse the Employee for any medical premium expenses incurred to purchase the Medical Benefits under the preceding Section 6.4(a)(iii), but only to the extent such expenses constitute the "Company's portion" of the premiums for continued Medical Benefits (which amount shall be referred to herein as the "Medical Reimbursement").

The "Company's portion" of COBRA Coverage and of premiums for any continuing Medical Benefits shall be the difference between one hundred percent of the COBRA Coverage or Medical Benefits premium, as the case may be, and the dollar amount of medical premium expenses paid for the same type or types of Company medical benefits by a similarly situated employee on the Termination Date.

The premiums available for Medical Reimbursement under Section 6.4(a)(iv) in any calendar year will not be increased or decreased to reflect the amount actually reimbursed in a prior or subsequent calendar year, and all Medical Reimbursements under this paragraph will be paid to the Employee within 30 days following the Company's receipt of a premium payment for Medical Benefits.

(v) All of the Employee's granted but unvested long-term incentive awards shall immediately vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests will only vest to the extent the applicable performance condition is satisfied (i) on the Termination Date, or (ii) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the Emergence Date, or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

[5] NTD: (1) Rottino/Walker: maximum duration; (2) Emmons/McNeil/Wells: 18 months.

(b) *Change of Control Benefits*. Subject to the provisions of Section 6.4(d), if a Change of Control has occurred and the Employee's employment was terminated by the Company without Cause, or by the Employee for Good Reason as defined in Section 5.3(d), during the period beginning six months prior to the Change of Control and ending two years following the Change of Control (an "Eligible Termination"), then in lieu of the Severance Benefits under Section 6.4(a), the Employee will be entitled to benefits (the "Change of Control Benefits") with respect to an Eligible Termination, as follows:

(i) Amounts identical to those set forth in Sections 6.4(a)(i) and 6.4(a)(ii), except that the amount described in Section 6.4(a)(ii) will be equal to [**two][two and a half]**[6] times the sum of (A) the Employee's annual Base Salary at the highest rate in effect at any time during the 36-month period immediately preceding the Termination Date, *plus* **(B) [the Deemed Full Year Bonus Amount][the highest Annual Bonus that the Employee was paid in the 36 months immediately preceding the Change of Control]**[7], payable in a single lump sum within 30 days following the Termination Date; provided, however, that if the Termination Date preceded the Change of Control, then the Change of Control Benefits will be payable within the later of 30 days following the Termination Date and 30 days following the Change of Control;

(ii) The Company will pay the COBRA Coverage described in Section 6.4(a)(iii) for a period of 18 months, and the term of the Medical Benefits following the Benefit Measurement Date, with respect to both the Employee's right to participate in a health insurance policy as set forth in Section 6.4(a)(iii) and the Company's Medical Reimbursement obligation as set forth in Section 6.4(a)(iv), shall be the same. Notwithstanding the foregoing, the benefits described in this Section 6.4(b)(ii) may be discontinued by the Company prior to the end of the period provided in this subsection (ii) to the extent, but only to the extent, that the Employee receives substantially similar benefits from a subsequent employer.

(iii) All of the Employee's granted but unvested long-term incentive awards shall immediately vest and any related restrictions shall be waived; provided, however, that any unvested Appreciation Profits Interests will only vest to the extent the applicable performance condition is satisfied (A) on the Termination Date, or (B) within (x) six months following the Termination Date, if the Termination Date occurs prior to the first anniversary of the Emergence Date, or (y) 120 days following the Termination Date, if the Termination Date occurs after the first anniversary of the Emergence Date.

The foregoing notwithstanding, if the Termination Date preceded the Change of Control, the amount of Severance Benefits to which the Employee will be entitled will be the difference between the Severance Benefits already paid to the Employee, if any, under Section 6.4(a) and the Severance Benefits to be paid under this Section 6.4(b).

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[6] NTD: (1) Walker/Rottino: two and a half; (2) Emmons/McNeil/Wells: two.

[7] NTD: (1) Walker/Rottino: Highest Bonus; (2) Emmons/McNeil/Wells: Deemed Full Year Bonus Amount.

(c) *Definition of Change of Control.* For purposes of this Agreement, a "Change of Control" will mean the first to occur of:

(i) [The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 35% or more of either (A) the then-outstanding equity interests of Linn Energy (the "Outstanding Linn Energy Equity") or (B) the combined voting power of the then-outstanding voting securities of Linn Energy entitled to vote generally in the election of directors (the "Outstanding Linn Energy Voting Securities"); provided, however, that, for purposes of this Section 6.4(c)(i), the following acquisitions will not constitute a Change of Control: (1) any acquisition directly from Linn Energy, (2) any acquisition by Linn Energy, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Linn Energy or any affiliated company, or (4) any acquisition by any corporation or other entity pursuant to a transaction that complies with Section 6.4(c)(iii)(A), Section 6.4(c)(iii)(B) or Section 6.4(c)(iii)(C);

(ii) Any time at which individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by Linn Energy's Unitholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board will be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Incumbent Board;

(iii) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving Linn Energy or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of Linn Energy, or the acquisition of assets or equity interests of another entity by Linn Energy or any of its subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Linn Energy Equity and the Outstanding Linn Energy Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding equity interests and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation or other entity that, as a result of such transaction, owns Linn Energy or all or substantially all of Linn Energy's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately

prior to such Business Combination of the Outstanding Linn Energy Equity and the Outstanding Linn Energy Voting Securities, as the case may be, (B) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of Linn Energy or such corporation or other entity resulting from such Business Combination) beneficially owns, directly or indirectly, 35% or more of, respectively, the then-outstanding equity interests of the corporation or other entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation or other entity, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors of the corporation or equivalent body of any other entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) Consummation of a complete liquidation or dissolution of Linn Energy.][8]

(v) For the avoidance of doubt, the restructuring of Linn Energy, LLC and certain of its affiliates under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (Case No. 16-60040) (the "Reorganization") will not constitute a "Change of Control."

(d) *Conditions to Receipt of Severance Benefits*.

(i) Release. As a condition to receiving any Severance Benefits or Change of Control Benefits to which the Employee may otherwise be entitled under Section 6.4(a) or Section 6.4(b), the Employee will execute a release (the "Release"), which will include an affirmation of the restrictive covenants set forth in Section 7 and a non-disparagement provision, in a form and substance satisfactory to the Company, of any claims, whether arising under federal, state or local statute, common law or otherwise, against the Company and its direct or indirect subsidiaries which arise or may have arisen on or before the date of the Release, other than any claims under this Agreement, any claim to vested benefits under an employee benefit plan, any claim arising after the execution of the Release or any rights to indemnification from the Company and its direct or indirect subsidiaries pursuant to any provisions of the Company's (or any of its subsidiaries') organizational documents or any directors and officers liability insurance policies maintained by the Company. The Company will provide the Release to the Employee for signature within ten days after the Termination Date. If the Company has provided the Release to the Employee for signature within ten days after the Termination Date and if the Employee fails or otherwise refuses to execute the Release within a reasonable time after the Company has provided the Release to the Employee, and, in all events no later than 60 days after the Termination Date and prior to the date on which such benefits are to be first paid to the Employee, the Employee will

[8] NTD: To confirm whether any changes are necessary in light of the changes to the corporate structure.

not be entitled to any Severance Benefits or Change of Control Benefits, as the case may be, or any other benefits provided under this Agreement and the Company will have no further obligations with respect to the provision of those benefits except as may be required by law. Such Release shall be void *ab initio*, if Company thereafter fails to fully and timely pay all compensation and benefits due to the Employee under this Agreement and fails to cure such failure within 60 days of receiving written notice from the Employee.

(ii) *Limitation on Benefits.* If, following a termination of employment that gives the Employee a right to the payment of Severance Benefits under Section 6.4(a) or Section 6.4(b), the Employee violates in any material respect any of the covenants in Section 7 or as otherwise set forth in the Release, the Employee will have no further right or claim to any payments or other benefits to which the Employee may otherwise be entitled under Section 6.4(a) or Section 6.4(b) from and after the date on which the Employee engages in such activities and the Company will have no further obligations with respect to such payments or benefits, and the covenants in Section 7 will nevertheless continue in full force and effect.

6.5 Severance Benefits Not Includable for Employee Benefits Purposes. Except to the extent the terms of any applicable benefit plan, policy or program provide otherwise, any benefit programs of the Company that take into account the Employee's income will exclude any and all Severance Benefits and Change of Control Benefits provided under this Agreement.

6.6 Exclusive Severance Benefits. The Severance Benefits payable under Section 6.4(a) or the Change of Control Benefits payable under Section 6.4(b), if they become applicable under the terms of this Agreement, will be in lieu of any other severance or similar benefits that would otherwise be payable under any other agreement, plan, program or policy of the Company.

6.7 Code Section 280G; Code Section 409A. Notwithstanding anything in this Agreement to the contrary:

(a) If any of the payments or benefits received or to be received by the Employee (including, without limitation, any payment or benefits received in connection with a Change of Control or the Employee's termination of employment, whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement, or otherwise) (all such payments collectively referred to herein as the ("280G Payments") constitute "parachute payments" within the meaning of Section 280G of the Code and would, but for this Section 6.7(a), be subject to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then prior to making the 280G Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Employee of the 280G Payments after payment of the Excise Tax to (ii) the Net Benefit to the Employee if the 280G Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the 280G Payments be reduced to the minimum extent necessary to ensure that no portion of the 280G Payments is subject to the Excise Tax. **"**Net Benefit**" s**hall mean the present value of the 280G Payments net of all federal, state, local, foreign income, employment, and excise taxes. Any reduction made pursuant to this Section 6.7(a) shall be made in a manner

determined by the Company that is consistent with the requirements of Section 409A of the Code and that maximizes the Employee's economic position and after-tax income; for the avoidance of doubt, the Employee shall not have any discretion in determining the manner in which the payments and benefits are reduced.

(b) In the event that any benefits payable or otherwise provided under this Agreement would be deemed to constitute non-qualified deferred compensation subject to Section 409A of the Code, Linn Energy or the Company, as the case may be, will have the discretion to adjust the terms of such payment or benefit (but not the amount or value thereof) as reasonably necessary to comply with the requirements of Section 409A of the Code to avoid the imposition of any excise tax or other penalty with respect to such payment or benefit under Section 409A of the Code.

6.8 Timing of Payments by the Company. Notwithstanding anything in this Agreement to the contrary, in the event that the Employee is a "specified employee" (as determined under Section 409A of the Code) at the time of the separation from service triggering the payment or provision of benefits, any payment or benefit under this Agreement which is determined to provide for a deferral of compensation pursuant to Section 409A of the Code shall not commence being paid or made available to the Employee until after six months from the Termination Date that constitutes a separation from service within the meaning of Code Section 409A.

7. Restrictive Covenants.

7.1 Confidential Information. The Employee hereby acknowledges that in connection with the Employee's employment by the Company the Employee will be exposed to and may obtain certain Confidential Information (as defined below) (including, without limitation, procedures, memoranda, notes, records and customer and supplier lists whether such information has been or is made, developed or compiled by the Employee or otherwise has been or is made available to the Employee) regarding the business and operations of the Company and its subsidiaries or affiliates. The Employee further acknowledges that such Confidential Information is unique, valuable, considered trade secrets and deemed proprietary by the Company. For purposes of this Agreement, "Confidential Information" includes, without limitation, any information heretofore or hereafter acquired, developed or used by any of the Company, Linn Energy or their direct or indirect subsidiaries relating to Business Opportunities or Intellectual Property or other geological, geophysical, economic, financial or management aspects of the business, operations, properties or prospects of the Company, Linn Energy or their direct or indirect subsidiaries, whether oral or in written form. The Employee agrees that all Confidential Information is and will remain the property of the Company, Linn Energy or their direct or indirect subsidiaries, as the case may be. The Employee further agrees, except for disclosures occurring in the good faith performance of the Employee's duties for the Company, Linn Energy or their direct or indirect subsidiaries, during the Employment Term, the Employee will hold in the strictest confidence all Confidential Information, and will not, both during the Employment Term and for a period of five years after the Termination Date, directly or indirectly, duplicate, sell, use, lease, commercialize, disclose or otherwise divulge to any person or entity any portion of the Confidential Information or use any Confidential Information, directly or indirectly, for the Employee's own benefit or profit or allow any person, entity or third party, other than the

Company, Linn Energy or their direct or indirect subsidiaries and authorized executives of the same, to use or otherwise gain access to any Confidential Information. The Employee will have no obligation under this Agreement with respect to any information that becomes generally available to the public other than as a result of a disclosure by the Employee or the Employee's agent or other representative or becomes available to the Employee on a non-confidential basis from a source other than the Company, Linn Energy or their direct or indirect subsidiaries. Further, the Employee will have no obligation under this Agreement to keep confidential any of the Confidential Information to the extent that a disclosure of it is required by law or is consented to by the Company or Linn Energy; provided, however, that if and when such a disclosure is required by law, the Employee promptly will provide the Company with notice of such requirement, so that the Company may seek an appropriate protective order.

(a) SEC Provisions. The Employee understands that nothing contained in this Agreement limits the Employee's ability to file a charge or complaint with the Securities and Exchange Commission ("SEC"). The Employee further understands that this Agreement does not limit the Employee's ability to communicate with the SEC or otherwise participate in any investigation or proceeding that may be conducted by the SEC, including providing documents or other information, without notice to the Company. This Agreement does not limit the Employee's right to receive an award for information provided to the SEC. This Section 7.1(a) applies only for the period of time that the Company is subject to the Dodd-Frank Act.

(b) Trade Secrets. The parties specifically acknowledge that 18 U.S.C. § 1833(b) provides: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, notwithstanding anything to the contrary in the foregoing, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law

7.2 Return of Property. The Employee agrees to deliver promptly to the Company, upon termination of the Employee's employment hereunder, or at any other time when the Company so requests, all documents relating to the business of the Company, Linn Energy or their direct or indirect subsidiaries, including without limitation: all geological and geophysical reports and related data such as maps, charts, logs, seismographs, seismic records and other reports and related data, calculations, summaries, memoranda and opinions relating to the foregoing, production records, electric logs, core data, pressure data, lease files, well files and records, land files, abstracts, title opinions, title or curative matters, contract files, notes, records, drawings, manuals, correspondence, financial and accounting information, customer lists, statistical data and compilations, patents, copyrights, trademarks, trade names, inventions, formulae, methods, processes, agreements, contracts, manuals or any documents relating to the business of the Company, Linn Energy or their direct or indirect subsidiaries and all copies thereof and therefrom; provided, however, that the Employee will be permitted to retain copies

of any documents or materials of a personal nature or otherwise related to the Employee's rights under this Agreement, copies of this Agreement and any attendant or ancillary documents specifically including any documents referenced in this Agreement and copies of any documents related to the Employee's long-term incentive awards and other compensation.

7.3 Non-Compete Obligations.

(a) *Non-Compete Obligations During Employment Term.* The Employee agrees that during the Employment Term:

(i) the Employee will not, other than through the Company, engage or participate in any manner, whether directly or indirectly through any family member or as an employee, employer, consultant, agent, principal, partner, more than 1% shareholder, officer, director, licensor, lender, lessor or in any other individual or representative capacity, in any business or activity which is engaged in leasing, acquiring, exploring, producing, gathering or marketing hydrocarbons and related products; provided that the foregoing shall not be deemed to restrain the participation by the Employee's spouse in any capacity set forth above in any business or activity engaged in any such activity and provided further that Linn Energy or the Company may, in good faith, take such reasonable action with respect to the Employee's performance of the Employee's duties, responsibilities and authorities as set forth in Sections 1.1 and 1.2 of this Agreement as it deems necessary and appropriate to protect its legitimate business interests with respect to any actual or apparent conflict of interest reasonably arising from or out of the participation by the Employee's spouse in any such competitive business or activity; and

(ii) all investments made by the Employee (whether in the Employee's own name or in the name of any family members or other nominees or made by the Employee's controlled affiliates), which relate to the leasing, acquisition, exploration, production, gathering or marketing of hydrocarbons and related products will be made solely through the Company; and the Employee will not (directly or indirectly through any family members or other persons), and will not permit any of the Employee's controlled affiliates to: (A) invest or otherwise participate alongside the Company or its direct or indirect subsidiaries in any Business Opportunities, or (B) invest or otherwise participate in any business or activity relating to a Business Opportunity, regardless of whether any of the Company or its direct or indirect subsidiaries ultimately participates in such business or activity, in either case, except through the Company. Notwithstanding the foregoing, nothing in this Section 7.3 shall be deemed to prohibit the Employee or any family member from owning, or otherwise having an interest in, less than 1% of any publicly owned entity or 3% or less of any private equity fund or similar investment fund that invests in any business or activity engaged in any of the activities set forth above, provided that the Employee has no active role with respect to any investment by such fund in any entity.

(b) *Non-Compete Obligations After Termination Date.*[9] The Employee agrees that some restrictions on the Employee's activities after the Employee's employment are

[9] NTD: Sections 7.3(b) and 7.3(c) do not apply to Messrs. Rottino and Emmons and Ms. Wells.

necessary to protect the goodwill, Confidential Information, and other legitimate interests of the Company and its direct and indirect subsidiaries. Following the Effective Date, the Company will provide the Employee with access to and knowledge of Confidential Information and trade secrets and will place the Employee in a position of trust and confidence with the Company, and the Employee will benefit from the Company's goodwill. The restrictive covenants below are necessary to protect the Company's legitimate business interests in its Confidential Information, trade secrets and goodwill. The Employee further understands and acknowledges that the Company's ability to reserve these for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company and that the Company would be irreparably harmed if the Employee violates the restrictive covenants below. In recognition of the consideration provided to the Employee as well as the imparting to the Employee of Confidential Information, including trade secrets, and for other good and valuable consideration, the Employee hereby agrees that the Employee will not engage or participate in any manner, whether directly or indirectly, through any family member or other person or as an employee, employer, consultant, agent principal, partner, more than 1% shareholder, officer, director, licensor, lender, lessor or in any other individual or representative capacity during the one year period following the Termination Date, in any business or activity which is in direct competition with the business of the Company or its direct or indirect subsidiaries in the leasing, acquiring, exploring, producing, gathering or marketing of hydrocarbons and related products within the boundaries of, or within a two-mile radius of the boundaries of, any mineral property interest of any of the Company or its direct or indirect subsidiaries (including, without limitation, a mineral lease, overriding royalty interest, production payment, net profits interest, mineral fee interest or option or right to acquire any of the foregoing, or an area of mutual interest as designated pursuant to contractual agreements between the Company and any third party) or any other property on which any of the Company or its direct or indirect subsidiaries has an option, right, license or authority to conduct or direct exploratory activities, such as three-dimensional seismic acquisition or other seismic, geophysical and geochemical activities (but not including any preliminary geological mapping), as of the Termination Date or as of the end of the six-month period following such Termination Date; provided that, this Section 7.3(b) will not preclude the Employee from making investments in securities of oil and gas companies which are registered on a national stock exchange, if (A) the aggregate amount owned by the Employee and all family members and affiliates does not exceed 5% of such company's outstanding securities, and (B) the aggregate amount invested in such investments by the Employee and all family members and affiliates after the date hereof does not exceed $500,000.

Notwithstanding the foregoing, nothing in this Section 7.3 shall be deemed to restrain the participation by the Employee's spouse in any capacity set forth above in any business or activity described above.

(c) *Not Applicable Following Change of Control Termination.* The Employee will not be subject to the covenants contained in Section 7.3(b) and such covenants will not be enforceable against the Employee from and after the date of an Eligible Termination if such Eligible Termination occurs within six months before or two years after a Change of Control.

7.4 Non-Solicitation

(a) *Non-Solicitation Other than Following a Change of Control Termination*. During the Employment Term and for a period of one year after the Termination Date, the Employee will not, whether for the Employee's own account or for the account of any other Person (other than the Company or its direct or indirect subsidiaries), (i) intentionally solicit, endeavor to entice away from the Company or its direct or indirect subsidiaries, or otherwise interfere with the relationship of the Company or its direct or indirect subsidiaries with, any person who is employed by the Company or its direct or indirect subsidiaries (including any independent sales representatives or organizations), or (ii) using Confidential Information, solicit, endeavor to entice away from the Company or its direct or indirect subsidiaries, or otherwise interfere with the relationship of the Company or its direct or indirect subsidiaries with, any client or customer of the Company or its direct or indirect subsidiaries.

(b) *Not Applicable Following Change of Control Termination*. The Employee will not be subject to the covenants contained in Section 7.4(a) and such covenants will not be enforceable against the Employee from and after the date of an Eligible Termination if such Eligible Termination occurs within six months before or two years following a Change of Control.

7.5 Assignment of Developments. The Employee assigns and agrees to assign without further compensation to the Company and its successors, assigns or designees, all of the Employee's right, title and interest in and to all Business Opportunities and Intellectual Property (as those terms are defined below), and further acknowledges and agrees that all Business Opportunities and Intellectual Property constitute the exclusive property of the Company.

For purposes of this Agreement, "Business Opportunities" means all business ideas, prospects, proposals or other opportunities pertaining to the lease, acquisition, exploration, production, gathering or marketing of hydrocarbons and related products and the exploration potential of geographical areas on which hydrocarbon exploration prospects are located, which are developed by the Employee during the Employment Term, or originated by any third party and brought to the attention of the Employee during the Employment Term, together with information relating thereto (including, without limitation, geological and seismic data and interpretations thereof, whether in the form of maps, charts, logs, seismographs, calculations, summaries, memoranda, opinions or other written or charted means).

For purposes of this Agreement, "Intellectual Property" shall mean all ideas, inventions, discoveries, processes, designs, methods, substances, articles, computer programs and improvements (including, without limitation, enhancements to, or further interpretation or processing of, information that was in the possession of the Employee prior to the date of this Agreement), whether or not patentable or copyrightable, which do not fall within the definition of Business Opportunities, which the Employee discovers, conceives, invents, creates or develops, alone or with others, during the Employment Term, if such discovery, conception, invention, creation or development (a) occurs in the course of the Employee's employment with the Company, or (b) occurs with the use of any of the time, materials or facilities of the Company or its direct or indirect subsidiaries, or (c) in the good faith judgment of the Board,

relates or pertains in any material way to the purposes, activities or affairs of the Company or its direct or indirect subsidiaries.

7.6 Injunctive Relief. The Employee acknowledges that a breach of any of the covenants contained in this Section 7 may result in material, irreparable injury to the Company for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat of breach, the Company will be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction restraining the Employee from engaging in activities prohibited by this Section 7 or such other relief as may be required to specifically enforce any of the covenants in this Section 7.

7.7 Adjustment of Covenants. The parties consider the covenants and restrictions contained in this Section 7 to be reasonable. However, if and when any such covenant or restriction is found to be void or unenforceable and would have been valid had some part of it been deleted or had its scope of application been modified, such covenant or restriction will be deemed to have been applied with such modification as would be necessary and consistent with the intent of the parties to have made it valid, enforceable and effective.

7.8 Forfeiture Provision.

(a) *Detrimental Activities.* If the Employee engages in any activity that violates any covenant or restriction contained in this Section 7, in addition to any other remedy the Company may have at law or in equity, (i) the Employee will be entitled to no further payments or benefits from the Company under this Agreement or otherwise, except for any payments or benefits required to be made or provided under applicable law, (ii) all unexercised Unit options, restricted Units and other forms of equity compensation held by or credited to the Employee will terminate effective as of the date on which the Employee engages in that activity, unless terminated sooner by operation of another term or condition of this Agreement or other applicable plans and agreements, and (iii) any exercise, payment or delivery pursuant to any equity compensation award that occurred within one year prior to the date on which the Employee engages in that activity may be rescinded within one year after the first date that a majority of the members of the Board first became aware that the Employee engaged in that activity. In the event of any such rescission, the Employee will pay to the Company the amount of any gain realized or payment received as a result of the rescinded exercise, payment or delivery, in such manner and on such terms and conditions as may be required.

(b) *Right of Setoff.* The Employee consents to a deduction from any amounts the Company owes the Employee from time to time (including amounts owed as wages or other compensation, fringe benefits, or vacation pay, as well as any other amounts owed to the Employee by the Company), to the extent of the amounts the Employee owes the Company under Section 7.8(a) (above). Whether or not the Company elects to make any setoff in whole or in part, if the Company does not recover by means of setoff the full amount the Employee owes, calculated as set forth above, the Employee agrees to pay immediately the unpaid balance to the Company. In the discretion of the Board, reasonable interest may be assessed on the amounts owed, calculated from the later of (i) the date the Employee engages in the prohibited activity and (ii) the applicable date of exercise, payment or delivery.

(c) In the event that Company fails to timely and fully pay to the Employee all Severance Benefits or Change of Control Benefits due under this Agreement, and fails to cure such failure within 60 days of receiving written notice from the Employee, then the Company shall forfeit all right to enforce this Section 7.

8. Miscellaneous.

8.1 Assignment; Successors; Binding Agreement. This Agreement may not be assigned by either party, whether by operation of law or otherwise, without the prior written consent of the other party, except that any right, title or interest of the Company arising out of this Agreement may be assigned to any corporation or entity controlling, controlled by, or under common control with the Company, or succeeding to the business and substantially all of the assets of the Company or any affiliates for which the Employee performs substantial services. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, legatees, devisees, personal representatives, successors and assigns. The Company shall obtain from any successor or other person or entity acquiring a majority of the Company's assets or Units a written agreement to perform all terms of this Agreement.

8.2 Modification and Waiver. Except as otherwise provided below, no provision of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is duly approved by the Board and is agreed to in writing by the Employee and such officer(s) as may be specifically authorized by the Board to effect it. No waiver by any party of any breach by any other party of, or of compliance with, any term or condition of this Agreement to be performed by any other party, at any time, will constitute a waiver of similar or dissimilar terms or conditions at that time or at any prior or subsequent time.

8.3 Entire Agreement. This Agreement, together with any attendant or ancillary documents, specifically including, but not limited to (a) all documents referenced in this Agreement and (b) the written policies and procedures of the Company, embodies the entire understanding of the parties hereto, and, upon the Effective Date, will supersede all other oral or written agreements or understandings between them regarding the subject matter hereof**[, including the Prior Agreement**][10]; provided, however, that if there is a conflict between any of the terms in this Agreement and the terms in any award agreement between the Company and the Employee pursuant to any long-term incentive plan, the terms of this Agreement shall govern. No agreement or representation, oral or otherwise, express or implied, with respect to the subject matter of this Agreement, has been made by either party which is not set forth expressly in this Agreement or the other documents referenced in this Section 8.3.

8.4 Governing Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of Texas other than the conflict of laws provision thereof.

[10] NTD: Only for Messrs. Rottino and Walker.

8.5 Consent to Jurisdiction; Service of Process; Waiver of Jury Trial.

(a) *Disputes.* In the event of any dispute, controversy or claim between the Company and the Employee arising out of or relating to the interpretation, application or enforcement of the provisions of this Agreement, the Company and the Employee agree and consent to the personal jurisdiction of the state and local courts of Harris County, Texas and/or the United States District Court for the Southern District of Texas, Houston Division for resolution of the dispute, controversy or claim, and that those courts, and only those courts, shall have any jurisdiction to determine any dispute, controversy or claim related to, arising under or in connection with this Agreement. The Company and the Employee also agree that those courts are convenient forums for the parties to any such dispute, controversy or claim and for any potential witnesses and that process issued out of any such court or in accordance with the rules of practice of that court may be served by mail or other forms of substituted service to the Company at the address of its principal executive offices and to the Employee at the Employee's last known address as reflected in the Company's records.

(b) *Waiver of Right to Jury Trial*.

THE COMPANY AND THE EMPLOYEE HEREBY VOLUNTARILY, KNOWINGLY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY TO ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AS WELL AS TO ALL CLAIMS ARISING OUT OF THE EMPLOYEE'S EMPLOYMENT WITH THE COMPANY OR TERMINATION THEREFROM INCLUDING, BUT NOT LIMITED TO:

(i) Any and all claims and causes of action arising under contract, tort or other common law including, without limitation, breach of contract, fraud, estoppel, misrepresentation, express or implied duties of good faith and fair dealing, wrongful discharge, discrimination, retaliation, harassment, negligence, gross negligence, false imprisonment, assault and battery, conspiracy, intentional or negligent infliction of emotional distress, slander, libel, defamation and invasion of privacy.

(ii) Any and all claims and causes of action arising under any federal, state or local law, regulation or ordinance, including, without limitation, claims arising under Title VII of the Civil Rights Act of 1964, the Pregnancy Discrimination Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act and all corresponding state laws.

(iii) Any and all claims and causes of action for wages, employee benefits, vacation pay, severance pay, pension or profit sharing benefits, health or welfare benefits, bonus compensation, commissions, deferred compensation or other remuneration, employment benefits or compensation, past or future loss of pay or benefits or expenses.

8.6 Withholding of Taxes. The Company will withhold from any amounts payable under the Agreement all federal, state, local or other taxes as legally will be required to be withheld.

8.7 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the other parties).

To the Company:

[

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To the Employee:

At the address reflected in the Company's written records.

Addresses may be changed by written notice sent to the other party at the last recorded address of that party.

8.8 Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

8.10 Headings. The headings used in this Agreement are for convenience only, do not constitute a part of the Agreement, and will not be deemed to limit, characterize, or affect in any way the provisions of the Agreement, and all provisions of the Agreement will be construed as if no headings had been used in the Agreement.

8.11 Construction. As used in this Agreement, unless the context otherwise requires: (a) the terms defined herein will have the meanings set forth herein for all purposes; (b) references to "Section" are to a section hereof; (c) "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; (d) "writing," "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; (e) "hereof," "herein," "hereunder" and comparable terms refer to the entirety of this Agreement and not to any particular section or other subdivision hereof or attachment hereto; (f) references to any gender include references to all genders; and (g) references to any agreement or other instrument or statute or regulation are referred to as amended or supplemented from time to time (and, in the case of a statute or regulation, to any successor provision).

8.12 Capacity; No Conflicts. The Employee represents and warrants to the Company that: (a) the Employee has full power, authority and capacity to execute and deliver this Agreement, and to perform the Employee's obligations hereunder, (b) such execution, delivery and performance will not (and with the giving of notice or lapse of time, or both, would not) result in the breach of any agreement or other obligation to which the Employee is a party or is otherwise bound, and (c) this Agreement is the Employee's valid and binding obligation, enforceable in accordance with its terms. The Employee warrants and represents that the Employee has actual authority to enter into this Agreement as the authorized act of the indicated entities.

[Signature page follows]

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

[LINN OPERATING, INC.]

By: _____
Name:
Title:

EMPLOYEE

_____
[Executive Name]

For the limited purposes set forth herein:

[LINN ENERGY, INC.]

By: _____
Name:
Title:

Appendix I

Additional Terms Applicable to Class I Units

1. Waterfall. Linn LLC will have a waterfall consistent with the following: (i) an amount equal to the Company Group Emergence Value will first be allocated/distributed to holders of equity other than Class I Units ("Other Equity Holders"); (ii) an amount equal to the Aggregate Priority Catchup (as defined below) will be allocated/distributed to holders of Class I Units ("Class I Unit Holders"); and (iii) residual amounts will be allocated/distributed to Other Equity Holders and Class I Unit Holders relative their respective aggregate distribution percentages (*i.e.*, 96.5% to Other Equity Holders and 3.5% to Class I Units Holders, if all Class I Units are issued and outstanding). For this purpose, the "Aggregate Priority Catchup" is equal to the amount distributed to Other Equity Holders pursuant to clause (i), divided by the aggregate distribution percentage applicable to Other Equity Holders.

2. Optional Conversion. Class I Unit Holders may elect to convert such Class I Units on a value-for-value basis at any time. If such Class I Units are unvested at the time of conversion, the property received in exchange shall be subject to the same vesting conditions as applicable to the Class I Units, including that any applicable performance condition has been satisfied. Converting holders may elect to receive Company Class A Stock having a fair market value (based on the closing value of the Company Class A Stock on the day before conversion) equal to the liquidation value of the Class I Units. All Company Class A Stock issued to an Employee shall be registered and freely transferable. Notwithstanding the foregoing, a Class I Unitholder must convert any Class I Units (i) before the second anniversary of any Qualifying Termination or (ii) within 180 days of any other termination of employment.

Exhibit D

Form Transfer Agreement

Transfer Agreement

The undersigned ("Transferee") hereby acknowledges that it has read and understands the Agreement, dated as of _____ (the "Agreement"),[1] by and among the Company and the Consenting Creditors, including the transferor to the Transferee of any Claims (each such transferor, a "Transferor"), and shall be deemed a "Consenting Creditor," under the terms of the Agreement and agrees to be bound by (a) the terms and conditions of the Agreement to the extent the Transferor was thereby bound and (b) any direction letters provided by the Consenting Creditor to any agent or trustee. The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer.

Date Executed:

_____
Name:
Title:

Address:

E-mail address(es):
Telephone:
Facsimile:

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Type	$[____]

[1] Capitalized terms not used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Exhibit E

Amended Second Lien Settlement

EXECUTION VERSION

FOURTH AMENDMENT TO SETTLEMENT AGREEMENT

This **FOURTH AMENDMENT TO SETTLEMENT AGREEMENT**, dated as of October 7, 2016 (this "***Amendment***"), is made and entered into by and among: (i) LINN Energy, LLC (the "***Company***") and LINN Energy Finance Corp. (together with the Company, the "***Issuers***"); (ii) all of the Company's material domestic subsidiaries as of November 20, 2015, listed on the signature page attached hereto (collectively, the "***Guarantors***"); (iii) Delaware Trust Company, as (A) successor trustee to U.S. Bank National Association, as trustee (the "***Trustee***") under that certain indenture dated as of November 20, 2015 among the Issuers, the Guarantors and the Trustee and governing the Issuers' 12% senior secured second lien notes due 2020 (collectively, the "***Notes***") and (B) successor collateral trustee to U.S. Bank National Association, as collateral trustee (the "***Collateral Trustee***") under that certain Collateral Trust Agreement dated as of November 20, 2015, by and among the Company, Guarantors, Trustee, other Parity Lien Representatives party thereto from time to time, and Collateral Trustee; and (iv) the undersigned beneficial holders of the Notes (individually or acting through their investment advisors or managers for the account of beneficial holders) and, together with their respective successors and permitted assigns and any subsequent party that becomes party hereto in accordance with the terms hereof as a holder of claims arising in connection with the Notes (such holders, who collectively hold at least 66 2/3% of the outstanding principal amount of the Notes, the "***Consenting Noteholders***") (each of the foregoing listed on the signature pages attached hereto, a "***Party***," and collectively, the "***Parties***"), and amends that certain Settlement Agreement dated as of April 4, 2016, as amended by (x) the First Amendment to Settlement Agreement, dated as of July 12, 2016, by and among the Issuers, the Guarantors, the Trustee, the Collateral Trustee, and the Consenting Noteholders parties thereto from time to time (the "***First Amendment***"), (y) the Second Amendment to Settlement Agreement, dated as of September 8, 2016, by and among the Issuers, the Guarantors, the Trustee, the Collateral Trustee, and the Consenting Noteholders parties thereto from time to time (the "***Second Amendment***"), and (z) the Third Amendment to Settlement Agreement, dated as of September 23, 2016, by and among the Issuers, the Guarantors, the Trustee, the Collateral Trustee, and the Consenting Noteholders parties thereto from time to time (the "***Third Amendment***") (as amended, such Settlement Agreement, the "***Settlement Agreement***"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Settlement Agreement.

RECITALS

WHEREAS, Section 17 of the Settlement Agreement permits modifications and amendments of the Settlement Agreement by written agreement executed by (i) holders of 66 2/3% of the outstanding principal amount of the Notes (and Additional Notes if applicable) outstanding on the date of such amendment or modification; (ii) the Issuers; (iii) the Guarantors; (iv) the Trustee; and (v) the Collateral Trustee;

WHEREAS, on July 12, 2016, the Parties entered into the First Amendment;

WHEREAS, on September 8, 2016, the Parties entered into the Second Amendment;

WHEREAS, on September 23, 2016, the Parties entered into the Third Amendment;

WHEREAS, pursuant to Section 17 of the Settlement Agreement, the Parties desire to further amend the Settlement Agreement as set forth in this Amendment;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. Amendment to the Settlement Agreement

Section 4.3(a) of the Settlement Agreement is hereby amended and restated in its entirety to read as follows:

"**Section 4.3** Commitments in Connection with the Approval Motion. During the period between the Effective Date and the termination of the Settlement Agreement in accordance with the terms hereof, and subject to the terms and conditions hereof:

(a) Each of the Trustee, the Collateral Trustee, and the Consenting Noteholders, solely with respect to itself, expressly agrees to affirmatively support the Approval Motion and will not file or support any objection to the Approval Motion or encourage any other person or entity to, take any action, including initiating or joining in any legal proceeding that is inconsistent with this Settlement Agreement or delay, impede, appeal, or take any other negative action, directly or indirectly, that could reasonably be expected to interfere with the prosecution of the Approval Motion; *provided*, *however*, that in the event that the Debtors do not file the Approval Motion with the Bankruptcy Court on or before March 1, 2017 or the Alternative Settlement Agreement Order is not entered on or before May 1, 2017, the Trustee, Collateral Trustee and Consenting Noteholders shall retain the right to (i) assert a secured claim for all outstanding principal, accrued interest, and expenses owed on account of the Notes, (ii) assert related rights as secured creditors, including but not limited to claims under section 506(a) of the Bankruptcy Code and requests for adequate protection as may be appropriate, (iii) assert all available defenses against any challenges to the priority, enforceability, and validity of the Mortgages, and (iv) assert any available claims for breach of the Indenture or the First Supplemental Indenture."

Section 2. Ratification

Except as specifically provided for in this Amendment, no changes, amendments, or other modifications have been made on or prior to the date hereof or are being made to the terms of the Settlement Agreement or the rights and obligations of the parties thereunder, all of which such terms are hereby ratified and confirmed and remain in full force and effect.

Section 3. Effectiveness

This Amendment shall become effective and binding on the Parties on the date counterpart signatures to this Amendment shall have been executed by (a) the Issuers, (b) the

Guarantors, (c) the Trustee, (d) the Collateral Trustee, and (e) the Consenting Noteholders party hereto.

Section 4. Headings

Titles and headings in this Amendment are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Amendment.

Section 5. Execution of Agreement

This Amendment may be executed in counterparts, and by the different Parties hereto on separate counterparts, each of which when executed and delivered shall constitute an original. Delivery of an executed counterpart by facsimile or electronic mail shall be equally as effective as delivery of an original executed counterpart.

Section 6. Governing Law; Jurisdiction

(a) This Amendment shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of New York, without giving effect to the conflict of laws principles thereof. Each Party agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Amendment in the Bankruptcy Court, and solely in connection with claims arising under this Amendment: (i) irrevocably submits to the exclusive jurisdiction and the constitutional authority of the Bankruptcy Court; (ii) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court; and (iii) waives any objection that the Bankruptcy Court is an inconvenient forum, does not have jurisdiction over any Party, or lacks the constitutional authority to enter final orders in connection with such action or proceeding; *provided*, *however*, that this Amendment and the releases set forth herein may be submitted in any court, arbitration, and/or other legal proceeding to enforce the terms of such releases.

(b) Each Party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding arising out of, or relating to, this Amendment or the transactions contemplated hereby (whether based on contract, tort, or any other theory). Each Party (i) certifies that no representative, agent, or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other Parties have been induced to enter into this Amendment by, among other things, the mutual waivers and certifications in this Section 6.

[Signature pages follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first above written.

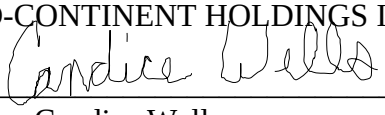
ISSUERS:

LINN ENERGY, LLC
LINN ENERGY FINANCE CORP.

By: Candice Wells
Name: Candice Wells
Title: Senior Vice President and General Counsel

GUARANTORS:

LINN ENERGY HOLDINGS, LLC
LINN EXPLORATION & PRODUCTION MICHIGAN LLC
LINN MIDSTREAM, LLC
LINN MIDWEST ENERGY LLC
LINN OPERATING, INC.
MID-CONTINENT I, LLC
MID-CONTINENT II, LLC
MID-CONTINENT HOLDINGS I, LLC
MID-CONTINENT HOLDINGS II, LLC

By: 
Name: Candice Wells
Title: Senior Vice President and General Counsel

LINN EXPLORATION MIDCONTINENT, LLC

By: Mid-Continent Holdings II, LLC, its sole member as Member/Manager

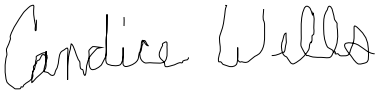
By: 
Name: Candice Wells
Title: Senior Vice President and General Counsel

Exhibit C

Corporate Organization Chart

LINN Energy

Linn Energy
Corporate Structure Chart

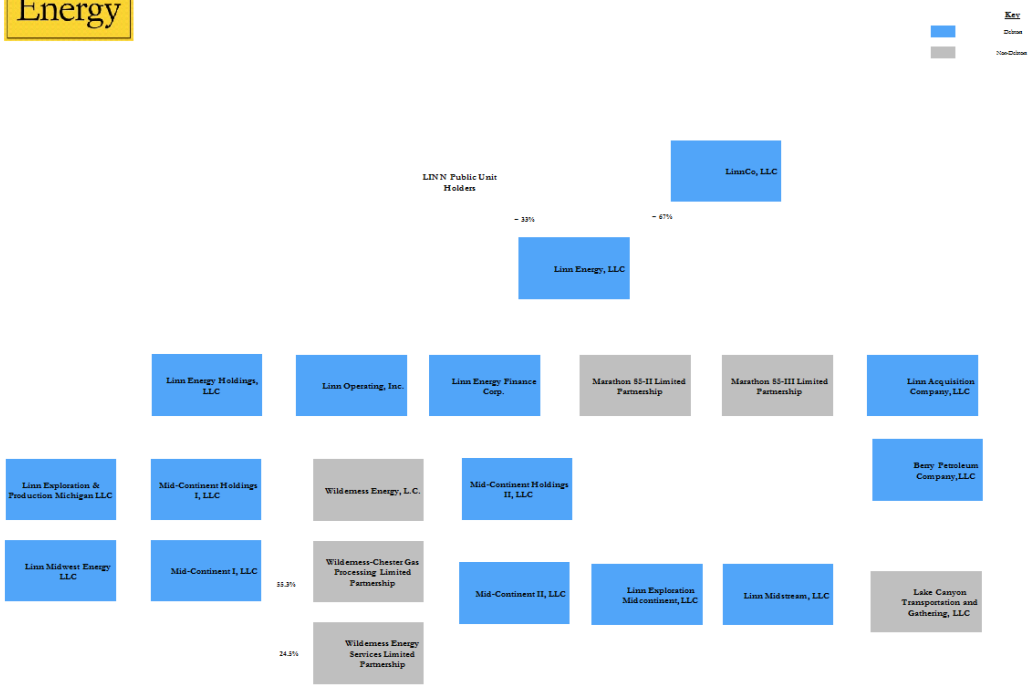


Exhibit D

Disclosure Statement Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

In re:	)	Chapter 11
LINN ENERGY, LLC, *et al.*,[1]	)	Case No. 16-60040 (DRJ)
Debtors.	)	(Jointly Administered)

ORDER (I) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT (II) APPROVING THE SOLICITATION AND NOTICE PROCEDURES WITH RESPECT TO CONFIRMATION OF THE AMENDED JOINT PLAN OF REORGANIZATION OF LINN ENERGY, LLC AND ITS DEBTOR AFFILIATES OTHER THAN LINN ACQUISITION COMPANY, LLC AND BERRY PETROLEUM COMPANY, LLC, (III) APPROVING THE FORMS OF BALLOTS AND NOTICES IN CONNECTION THEREWITH, (IV) APPROVING THE LINN RIGHTS OFFERING PROCEDURES AND RELATED MATERIALS, (V) SCHEDULING CERTAIN DATES WITH RESPECT THERETO, AND (VI) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), pursuant to sections 105, 363, 1125, 1126, and 1128 of the Bankruptcy Code, Bankruptcy Rules 2002, 3016, 3017, 3018, 3020 and Bankruptcy Local Rules 2002-1 and 3016-1, approving, (a) the adequacy of the *Disclosure Statement for 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 "Disclosure Statement"), (b) the Solicitation and Voting

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

Procedures, (c) the Voting Record Date, (d) the manner and form of the Solicitation Packages and the materials contained therein, (e) the Plan Supplement Notice, (f) the Non-Voting Status Notices, (g) the form of notices to counterparties to Executory Contracts and Unexpired Leases that will be assumed or rejected pursuant to the Plan, (h) the Voting and Tabulation Procedures, (i) the LINN Rights Offering Procedures, the LINN Secured Rights Offering Materials and the LINN Unsecured Rights Offering Materials (j) Confirmation Hearing Notice, and (k) certain dates and deadlines related thereto, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as provided herein.

I. APPROVAL OF THE DISCLOSURE STATEMENT.

2. The Disclosure Statement, attached hereto as **Schedule 1**, is hereby approved as providing Holders of Claims entitled to vote on the Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Plan in accordance with section 1125(a)(1) of the Bankruptcy Code.

3. The Disclosure Statement (including all applicable exhibits thereto) provides Holders of Claims, Holders of Interests, and other parties in interest with sufficient notice of the injunction, exculpation, and release provisions contained in Article VIII of the Plan, in satisfaction of the requirements of Bankruptcy Rule 3016(c).

II. APPROVAL OF THE SOLICITATION AND VOTING PROCEDURES.

4. The Debtors are authorized to solicit, receive, and tabulate votes to accept the Plan in accordance with the Solicitation and Voting Procedures attached hereto as **Schedule 2**, which are hereby approved in their entirety.

III. APPROVAL OF THE MATERIALS AND TIMELINE FOR SOLICITING VOTES AND THE PROCEDURES FOR CONFIRMING THE PLAN.

A. Approval of Certain Dates and Deadlines with Respect to the Plan and Disclosure Statement.

5. The following dates are hereby established (subject to modification as necessary) with respect to the solicitation of votes to accept, and voting on, the Plan and confirming the Plan (all times prevailing Central Time):

Event	Date
Voting Record Date	December 2, 2016
Solicitation Mailing Deadline	December 19, 2016
Publication Deadline	December 20, 2016
Voting Deadline	January 12, 2017 at 4:00 p.m.
Plan Objection Deadline	January 17, 2017, at 4:00 p.m.

Event	Date
Plan Objection Response Deadline	January 20, 2017, at 4:00 p.m.
Deadline to File Voting Report	January 20, 2017, at 12:00 p.m.
Deadline to File Confirmation Brief	January 20, 2017, at 12:00 p.m.
Confirmation Hearing Date	January 24, 2017, at 9:00 a.m.

B. Approval of the Form of, and Distribution of, Solicitation Packages to Parties Entitled to Vote on the Plan.

6. In addition to the Disclosure Statement and exhibits thereto, including the Plan and this Order (without exhibits, except the Solicitation Procedures), the Solicitation Packages to be transmitted on or before the Solicitation Mailing Deadline to those Holders of Claims in the Voting Classes entitled to vote on the Plan as of the Voting Record Date, shall include the following, the form of each of which is hereby approved:

a. an appropriate form of Ballot attached hereto as **Schedules 3A**, **3B**, **3C**, **3D**, **3E**, and **3F**, respectively;[3]

b. the Cover Letter attached hereto as **Schedule 7**; and

c. the Confirmation Hearing Notice attached hereto as **Schedule 8**.

7. The Solicitation Packages provide the Holders of Claims entitled to vote on the Plan with adequate information to make informed decisions with respect to voting on the Plan in accordance with Bankruptcy Rules 2002(b) and 3017(d), the Bankruptcy Code, and the Bankruptcy Local Rules.

8. The Debtors shall distribute Solicitation Packages to all Holders of Claims entitled to vote on the Plan on or before the Solicitation Mailing Deadline. Such service shall

[3] The Debtors will make every reasonable effort to ensure that any Holder of a Claim who has filed duplicate Claims against the Debtors (other than Linn Acquisitions Company, LLC and Berry Petroleum Company, LLC, the "LINN Debtors") (whether against the same or multiple LINN Debtors) that are classified under the Plan in the same Voting Class, receives no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim and with respect to that Class.

satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

9. The Debtors are authorized, but not directed or required, to distribute the Plan, the Disclosure Statement, and this Order to Holders of Claims entitled to vote on the Plan in electronic format (*i.e.*, on a CD-ROM or flash drive). The Ballots as well as the Cover Letter and the Confirmation Hearing Notice will ***only*** be provided in paper form. On or before the Solicitation Mailing Deadline, the Debtors shall provide complete Solicitation Packages to the U.S. Trustee and all parties on the 2002 List as of the Voting Record Date.

10. Any party that receives materials in electronic format, but would prefer to receive materials in paper format, may contact the Claims and Noticing Agent and request paper copies of the corresponding materials previously received in electronic format (to be provided at the Debtors' expense).

11. The Claims and Noticing Agent is authorized to assist the Debtors in (a) distributing the Solicitation Package, (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by Holders of Claims against the Debtors, (c) responding to inquiries from Holders of Claims and Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Ballots, the Solicitation Packages, and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan, (d) soliciting votes on the Plan, and (e) if necessary, contacting creditors regarding the Plan.

12. The Claims and Noticing Agent is also authorized to accept Ballots via electronic online transmission solely through a customized online balloting portal on the Debtors' case website. The encrypted ballot data and audit trail created by such electronic submission shall

become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

C. Approval of the Confirmation Hearing Notice.

13. The Confirmation Hearing Notice, in the form attached hereto as **Schedule 8** filed by the Debtors and served upon parties in interest in the Chapter 11 Cases on or before **December 20, 2016**, constitutes adequate and sufficient notice of the hearings to consider approval of the Plan, the manner in which a copy of the Plan could be obtained, and the time fixed for filing objections thereto, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules. The Debtors shall publish the Confirmation Hearing Notice (in a format modified for publication) one time within seven (7) business days following the Solicitation Mailing Deadline, and in no event later than **December 20, 2016**, in each of the national edition of the *Wall Street Journal*, the *Houston Chronicle*, and the *Corpus Christi Caller-Times*.

D. Approval of Notice of Filing of the Plan Supplement.

14. The Debtors are authorized to send notice of the filing of the Plan Supplement, which will be filed and served no later than 17 days prior to the Confirmation Hearing, substantially in the form attached hereto as **Schedule 9**, on the date the Plan Supplement is filed pursuant to the terms of the Plan.

E. Approval of the Form of Notices to Non-Voting Classes.

15. Except to the extent the Debtors determine otherwise, the Debtors are not required to provide Solicitation Packages to Holders of Claims or Interests in Non-Voting Classes, as such Holders are not entitled to vote on the Plan. Instead, on or before the Solicitation Mailing Deadline, the Claims and Noticing Agent shall mail (first-class postage prepaid) a Non-Voting

Status Notice in lieu of Solicitation Packages, the form of each of which is hereby approved, to those parties, outlined below, who are not entitled to vote on the Plan:

Class(es)	Status	Treatment
A1, A2, A7, A8, A10	Unimpaired—Conclusively Presumed to Accept	Will receive a notice, substantially in the form attached to the Order as **Schedule 4**, in lieu of a Solicitation Package.
A9, A11	Impaired—Deemed to Reject	Will receive a notice, substantially in the form attached to the Order as **Schedule 5**, in lieu of a Solicitation Package.
N/A	Disputed Claims	Holders of Claims that are subject to a pending objection by the Debtors are not entitled to vote the disputed portion of their claim. As such, Holders of such Claims will receive a notice, substantially in the form attached to the Order as **Schedule 6** (which notice shall be served together with such objection).

16. The Debtors will not provide the holders of Classes A7 LINN Intercompany Settled Claims, A8 LINN Intercompany Claims, or A10 LINN Intercompany Interests with a Solicitation Package or any other type of notice in connection with solicitation.

17. The Debtors are not required to mail Solicitation Packages or other solicitation materials to: (a) Holders of Claims that have already been paid in full during the Chapter 11 Cases or that are authorized to be paid in full in the ordinary course of business pursuant to an order previously entered by this Court; or (b) any party to whom the Disclosure Statement Hearing Notice was sent but was subsequently returned as undeliverable.

F. Approval of Notices to Contract and Lease Counterparties.

18. The Debtors are authorized to mail a notice of assumption or rejection of any Executory Contracts or Unexpired Leases (and any corresponding Cure Claims), in the forms attached hereto as **Schedule 10** and **Schedule 11** to the applicable counterparties to Executory Contracts and Unexpired Leases that will be assumed or rejected pursuant to the Plan (as the case may be), within the time periods specified in the Plan.

G. Approval of the Procedures for Filing Objections to the Plan.

19. Objections to the Plan will not be considered by the Court unless such objections are timely filed and properly served in accordance with this Order. Specifically, all objections to confirmation of the Plan or requests for modifications to the Plan, if any, ***must***: (a) be in writing; (b) conform to the Bankruptcy Rules and the Bankruptcy Local Rules; (c) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the notice parties identified in the Confirmation Hearing Notice.

H. Approval of the LINN Rights Offering Procedures, the LINN Secured Rights Offering Materials, and the LINN Unsecured Rights Offering Materials

20. The LINN Rights Offering Procedures annexed hereto as **Schedule 12** are approved.

21. The LINN Secured Rights Offering Materials and the LINN Unsecured Rights Offering Materials, in the forms attached hereto as **Schedule 13** and **Schedule 14** are approved respectively.

22. The LINN Debtors may modify the LINN Rights Offering Procedures or adopt any additional detailed procedures, consistent with the provisions of the LINN Rights Offering Procedures, to effectuate the LINN Rights Offerings and to issue the LINN Rights.

IV. MISCELLANEOUS.

23. The Debtors reserve the right to modify the Plan without further order of the Court in accordance with Article X of the Plan, including the right to withdraw the Plan as to an individual Debtor at any time before the Confirmation Date.

24. Nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party in interest, as applicable, to object to a proof of claim after the Voting Record Date.

25. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

26. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

27. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

28. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

29. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

30. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: [____], 2016
Houston, Texas

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE 1

Disclosure Statement

SCHEDULE 2

Form of Solicitation and Voting Procedures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

In re:	)	Chapter 11
LINN ENERGY, LLC, *et al.*,[1]	)	Case No. 16-60040 (DRJ)
Debtors.	)	(Jointly Administered)

SOLICITATION AND VOTING PROCEDURES

PLEASE TAKE NOTICE THAT on **[[●], 2016]**, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order (the "Disclosure Statement Order"): (a) authorizing Linn Energy, LLC and its affiliated debtors and debtors in possession other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (collectively, the "Debtors"), to solicit votes on 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 modified, amended, or supplemented from time to time, the "Plan");[2] (b) approving the *Disclosure Statement for 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 "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

The Voting Record Date.

The Court has established **[[●], 2016]**, as the record date for purposes of determining which Holders of Claims in Class A3 (LINN Lender Claims), Class A4 (LINN Second Lien Notes Claims), Class A5 (LINN Unsecured Notes Claims), and Class A6 (LINN General Unsecured Claims) are entitled to vote on the Plan (the "Voting Record Date").

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

[2] Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Plan.

The Voting Deadline.

The Court has established **[[●], 2017], at 4:00 p.m.**, prevailing Central Time as the voting deadline (the "Voting Deadline") for the Plan. The Debtors may extend the Voting Deadline, in their discretion, without further notice or order of the Court. To be counted as votes to accept or reject the Plan, all ballots ("Ballots") must be properly executed, completed, and delivered by: (1) first class mail (using the reply envelope provided in the Solicitation Package or otherwise); (2) overnight courier; (3) personal delivery; or (4) the online electronic ballot portal so that they are ***actually received***, in any case, no later than the Voting Deadline by the Claims and Noticing Agent.[3] Unless otherwise directed in accordance with the instructions on your Ballot, all Ballots should be sent to: Linn Energy Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, NY 10022; *provided, however*, that the reply envelope provided in the Solicitation Package may indicate a different zip code. Delivery of a Ballot to the Claims and Noticing Agent by facsimile or any other electronic means (other than as expressly provide herein) shall not be valid.

Form, Content, and Manner of Notices.

(i) The Solicitation Package.

The following materials shall constitute the solicitation package (the "Solicitation Package"):

a. these Solicitation and Voting Procedures (as an exhibit to the Disclosure Statement Order, as set forth below);

b. the Notice of Hearing to Consider Confirmation of the Chapter 11 Plan Filed By the Debtors and Related Voting and Objection Procedures, in substantially the form annexed as **Schedule 8** to the Disclosure Statement Order (the "Confirmation Hearing Notice");

c. a cover letter, in substantially the form annexed as **Schedule 7** to the Disclosure Statement Order describing the contents of the Solicitation Package and urging the Holders of Claims in each of the Voting Classes to vote to accept the Plan;

d. the applicable form of Ballot, in substantially the form of the Ballots annexed as **Schedule 3** to the Disclosure Statement Order, as applicable;

e. the approved Disclosure Statement annexed as **Schedule 1** to the Disclosure Statement Order (and exhibits thereto, including the Plan);

[3] Nominees only may return Master Ballots via electronic mail to Claims and Noticing Agent at linnballots@primeclerk.com.

f. the Disclosure Statement Order (excluding the exhibits thereto, except the Solicitation and Voting Procedures, as set forth above;

g. a pre-addressed, postage pre-paid reply envelope; and

h. any additional documents that the Court has ordered to be made available.

(ii) Distribution of the Solicitation Package.

The Solicitation Package shall provide the Plan, the Disclosure Statement, and the Disclosure Statement Order (without exhibits except the Solicitation Procedures) in electronic format (i.e., CD-ROM or flash drive format), and all other contents of the Solicitation Package, including Ballots, shall be provided in paper format. Any party that receives the materials in electronic format but would prefer paper format may contact Prime Clerk LLC (the "Claims and Noticing Agent") by: (a) calling the Debtors' restructuring hotline at (844) 794-3479 (toll free) or (917) 962-8892 (international); (b) visiting the Debtors' restructuring website at: https://cases.primeclerk.com/linn; (c) writing to Linn Energy Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, NY 10022; and/ or (d) emailing linnballots@primeclerk.com and request paper copies of the corresponding materials previously received in electronic format (to be provided at the Debtors' expense).

The Debtors shall serve, or cause to be served, all of the materials in the Solicitation Package (excluding the Ballots) on the U.S. Trustee and all parties who have requested service of papers in this case pursuant to Bankruptcy Rule 2002 as of the Voting Record Date. In addition, the Debtors shall mail, or cause to be mailed, the Solicitation Package to all Holders of Claims in the Voting Classes on or before the date that is seven (7) business days following entry of the Disclosure Statement Order (expected to be **[[●]], 2016**), who are entitled to vote, as described in section D below.[4]

To avoid duplication and reduce expenses, the Debtors will make every reasonable effort to ensure that any Holder of a Claim who has filed duplicative Claims against a Debtor (whether against the same or multiple Debtors) that are classified under the Plan in the same Voting Class receives no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim and with respect to that Class as against that Debtor.

(iii) Resolution of Disputed Claims for Voting Purposes; Resolution Event.

a. Absent a further order of the Court, the Holder of a Claim in a Voting Class that is the subject of a pending objection on a "reduce and allow" basis that is filed with the Court on or prior to seven days before the Voting Deadline shall be entitled to vote such Claim in the reduced amount contained in such objection.

[4] Master Ballots will be distributed to Nominees approximately seven (7) days after the initial solicitation mailing in accordance with customary solicitation procedures.

b. If a Claim in a Voting Class is subject to an objection other than a "reduce and allow" objection that is filed with the Court on or prior to seven days before the Voting Deadline: (i) the Debtors shall cause the applicable Holder to be served with a Disputed Claim Notice substantially in the form annexed as **Schedule 6** to the Disclosure Statement Order (which notice shall be served together with such objection); and (ii) the applicable Holder shall not be entitled to vote to accept or reject the Plan on account of such claim unless a Resolution Event (as defined herein) occurs as provided herein.

c. If a Claim in a Voting Class is subject to an objection other than a "reduce and allow" objection that is filed with the Court less than seven days prior to the Voting Deadline, the applicable Claim shall be deemed temporarily allowed for voting purposes only, without further action by the Holder of such Claim and without further order of the Court, unless the Court orders otherwise.

d. A "Resolution Event" means the occurrence of one or more of the following events no later than two business days prior to the Voting Deadline:

(1) an order of the Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;

(2) an order of the Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;

(3) a stipulation or other agreement is executed between the Holder of such Claim and the Debtors resolving the objection and allowing such Claim in an agreed upon amount; or

(4) the pending objection is voluntarily withdrawn by the objecting party.

e. No later than one business day following the occurrence of a Resolution Event, the Debtors shall cause the Claims and Noticing Agent to distribute via email, hand delivery, or overnight courier service a Solicitation Package and a pre-addressed, postage pre-paid envelope to the relevant Holder to the extent such Holder has not already received a Solicitation Package containing a Ballot.

(iv) Non-Voting Status Notices for Unimpaired Classes and Classes Deemed to Reject the Plan.

Certain Holders of Claims and Interests that are not classified in accordance with section 1123(a)(1) of the Bankruptcy Code or who are not entitled to vote because they are Unimpaired or otherwise presumed to accept the Plan under section 1126(f) of the Bankruptcy Code will receive only the *Non-Voting Status Notice for Unimpaired Claims Conclusively Presumed to Accept the Plan*, substantially in the form annexed as **Schedule 4** to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots). Certain Holders of Claims and Interests who are not entitled to vote because they are deemed to reject the Plan under section 1126(g) of the Bankruptcy Code will receive the *Non-Voting Status Notice to Holders of Impaired Claims and Equity Interests Deemed to Reject the Plan*, substantially in the form annexed as **Schedule 5** to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots). In addition, Holders of Claims and Interests in the classes deemed to reject the Plan will also receive the Disclosure Statement (together with the Plan attached as Exhibit A thereto).

(v) Notices in Respect of Executory Contracts and Unexpired Leases.

Counterparties to Executory Contracts and Unexpired Leases that receive an *Assumption Notice* or a *Rejection Notice*, substantially in the forms attached as **Schedule 10** and **Schedule 11** to the Disclosure Statement Order, respectively, may file an objection to the Debtors' proposed assumption, rejection, and/or cure amount, as applicable. Such objections must be ***actually received*** by the Claims and Noticing Agent by **[[●], 2017] at 4:00 p.m.**, prevailing Central Time.

Voting and Tabulation Procedures.

1. Holders of Claims Entitled to Vote.

Only the following Holders of Claims in the Voting Classes shall be entitled to vote with regard to such Claims:

a. Holders of Claims who, on or before the Voting Record Date, have timely filed a Proof of Claim that (i) has not been expunged, disallowed, disqualified, withdrawn, or superseded prior to the Voting Record Date; and (ii) is not the subject of a pending objection, other than a "reduce and allow" objection, filed with the Court at least seven days prior to the Voting Deadline, pending a Resolution Event as provided herein; *provided* that a Holder of a Claim that is the subject of a pending objection on a "reduce and allow" basis shall be entitled to vote such Claim in the reduced amount contained in such objection absent a further order of the Court;

b. Holders of Claims that are listed in the Schedules; *provided* that Claims that are scheduled as contingent, unliquidated, or disputed

(excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a timely Filed Proof of Claim) shall be disallowed for voting purposes (unless the applicable Claims Bar Date has not yet expired, in which case such scheduled claims would be allowed to vote only in the amount of $1.00);

c. Holders whose Claims arise (i) pursuant to an agreement or settlement with the Debtors, as reflected in a document filed with the Court, (ii) in an order entered by the Court, or (iii) in a document executed by the Debtors pursuant to authority granted by the Court, in each case regardless of whether a Proof of Claim has been filed;

d. Holders of any Disputed Claim that has been temporarily allowed to vote on the Plan pursuant to Bankruptcy Rule 3018; and

e. the assignee of any Claim that was transferred on or before the Voting Record Date by any Entity described in subparagraphs (a) through (d) above; *provided* that such transfer or assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the Claims Register on the Voting Record Date.

2. Establishing Claim Amounts for Voting Purposes.

Class A3 Claims. The Claims amount of Class A3 Claims for voting purposes only will be established based on the amount of the applicable positions held by such Class A3 Claim Holder (based on unpaid principal and participations in issued but undrawn letters of credit), as of the Voting Record Date, as evidenced by the applicable records provided by the LINN Administrative Agent in electronic Microsoft Excel format to the Debtors or the Claims and Noticing Agent no later than six (6) business days following the Voting Record Date.

Class A4 Claims. The Claims amount of Class A4 Claims of directly registered and Beneficial Holders[5] for voting purposes only will be established through the indenture trustee or applicable Nominees, as the case may be, in the amount of the applicable positions held as of the Voting Record Date, by such registered holder as evidenced by records of the indenture trustee or by the applicable Nominees in Class A4 as evidenced by the securities position report(s) from The Depository Trust Company ("DTC").

Class A5 Claims. The Claims amount of Class A5 Claims based on LINN Unsecured Notes Claims of directly registered and Beneficial Holders for voting purposes only will be established through the indenture trustee or applicable Nominees, as the case may be, in the

[5] A "Beneficial Holder" means a beneficial owner of publicly-traded securities whose claims have not been satisfied prior to the Voting Record Date (as defined herein) pursuant to Bankruptcy Court order or otherwise, as reflected in the records maintained by the Nominees holding through DTC.

amount of the applicable positions held as of the Voting Record Date, by such registered holder as evidenced by records of the indenture trustee or by the applicable Nominees in Class A5 as evidenced by the securities position report(s) from DTC.

Class A6 Claims. Each Holder of a Class A6 Claim as of the Voting Record Date shall be entitled to vote the amount of its Claim established in accordance with the procedures set forth below.

Filed and Scheduled Claims. The Claim amount established herein shall control for voting purposes only and shall not constitute the Allowed amount of any Claim. Moreover, any amounts filled in on Ballots by the Debtors through the Claims and Noticing Agent, as applicable, are not binding for purposes of allowance and distribution. In tabulating votes, the following hierarchy shall be used to determine the amount of the Claim associated with each claimant's vote:

a. the Claim amount (i) settled and/or agreed upon by the Debtors, as reflected in a document filed with the Court, (ii) set forth in an order of the Court, or (iii) set forth in a document executed by the Debtors pursuant to authority granted by the Court;

b. the Claim amount Allowed (temporarily or otherwise) pursuant to a Resolution Event under section C.3(d) of these Solicitation and Voting Procedures;

c. the Claim amount contained in a Proof of Claim that has been timely filed by the applicable Claims Bar Date (or deemed timely filed by the Court under applicable law), except for any amounts asserted on account of any interest accrued after the Petition Date; *provided*, *however*, that any Ballot cast by a Holder of a Claim who timely files a Proof of Claim in respect of (i) a contingent Claim or a Claim in a wholly-unliquidated or unknown amount (based on a reasonable review by the Debtors and/or the Claims and Noticing Agent) that is not the subject of an objection will count toward satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code and will count as a Ballot for a Claim in the amount of $1.00 solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code, and (ii) a partially liquidated and partially unliquidated Claim, such Claim will be Allowed for voting purposes only in the liquidated amount; *provided further*, *however*, that to the extent the Claim amount contained in the Proof of Claim is different from the Claim amount set forth in a document filed with the Court as referenced in subparagraph (a) above, the Claim amount in the document filed with the Court shall supersede the Claim amount set forth on the respective Proof of Claim for voting purposes; *provided still, however*, that any Claim filed in an amount denominated by a currency other than USD will vote at $1.00;

d. the Claim amount listed in the Schedules (to the extent such Claim is not superseded by a timely filed Proof of Claim); *provided* that such Claim is not scheduled as contingent, disputed, or unliquidated and/or has not been paid; provided, however, that if the applicable Claims Bar Date has not expired prior to the Voting Record Date, a Claim listed in the Schedules as contingent, disputed, or unliquidated shall vote at $1.00; and

e. in the absence of any of the foregoing, such Claim shall be disallowed for voting purposes.

3. Voting and Ballot Tabulation Procedures.

The following voting procedures and standard assumptions shall be used in tabulating Ballots, subject to the Debtors' right to waive any of the below specified requirements for completion and submission of Ballots so long as such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, or Bankruptcy Local Rules:

a. except as otherwise provided in the Solicitation and Voting Procedures, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline (as the same may be extended by the Debtors), the Debtors shall reject such Ballot as invalid and, therefore, shall not count it in connection with Confirmation of the Plan;

b. the Debtors will file with the Court by no later than **[[●], 2017]**, a voting report (the "Voting Report"). The Voting Report shall, among other things, delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile or damaged (collectively, in each case, the "Irregular Ballots"). The Voting Report shall indicate the Debtors' intentions with regard to each Irregular Ballot;

c. the method of delivery of Ballots to be sent to the Claims and Noticing Agent is at the election and risk of each holder, and except as otherwise provided, a Ballot will be deemed delivered only when the Claims and Noticing Agent actually receives the executed Ballot;

d. an executed Ballot is required to be submitted by the Entity submitting such Ballot or Master Ballot. Delivery of a Ballot to the Claims and Noticing Agent by facsimile, or any electronic

means other than as expressly approved by the Disclosure Statement Order or these Solicitation Procedures will not be valid;[6]

e. no Ballot should be sent to the Debtors, the Debtors' agents (other than the Claims and Noticing Agent), the Debtors' financial or legal advisors, and if so sent will not be counted;

f. if multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last properly executed Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior received Ballot;

g. Holders must vote all of their Claims within a particular Class either to accept or reject the Plan and may not split any votes. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, to the extent there are multiple Claims within the same Class, the applicable Debtor may, in its discretion, aggregate the Claims of any particular Holder within a Class for the purpose of counting votes;

h. a person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a Holder of Claims must indicate such capacity when signing;

i. the Debtors, subject to a contrary order of the Court, may waive any defects or irregularities as to any particular Irregular Ballot at any time, either before or after the close of voting, and any such waivers will be documented in the Voting Report;

j. neither the Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification;

k. unless waived or as ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted;

l. in the event a designation of lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Court will determine whether any vote to accept and/or reject the

[6] For the avoidance of doubt, a Ballot may be submitted via the on-line electronic ballot portal and, solely for Nominees, via electronic mail to the Claims and Noticing Agent at linnballots@primeclerk.com.

Plan cast with respect to that Claim will be counted for purposes of determining whether the Plan has been accepted and/or rejected;

m. subject to any order of the Court, the Debtors reserve the right to reject any and all Ballots not in proper form, the acceptance of which, in the opinion of the Debtors, would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; *provided* that any such rejections will be documented in the Voting Report;

n. if a Claim has been estimated or otherwise Allowed only for voting purposes by order of the Court, such Claim shall be temporarily Allowed in the amount so estimated or Allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;

o. if an objection to a Claim is filed, such Claim shall be treated in accordance with the procedures set forth herein;

p. the following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of such Claim; (ii) any Ballot cast by any Entity that does not hold a Claim in a Voting Class; (iii) any Ballot cast for a Claim scheduled as unliquidated, contingent, or disputed for which no Proof of Claim was timely filed by the Voting Record Date (unless the applicable bar date has not yet passed, in which case such Claim shall be entitled to vote in the amount of $1.00); (iv) any unsigned Ballot or Ballot lacking an original signature (for the avoidance of doubt, a Ballot submitted via the Claims and Noticing Agent online balloting portal shall be deemed an original signature); (v) any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan; and (vi) any Ballot submitted by any Entity not entitled to vote pursuant to the procedures described herein;

q. after the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Debtors;

r. the Debtors are authorized to enter into stipulations with the Holder of any Claim agreeing to the amount of a Claim for voting purposes; and

s. where any portion of a single Claim has been transferred to a transferee, all Holders of any portion of such single Claim may be (i) treated as a single creditor for purposes of the numerosity requirements in section 1126(c) of the Bankruptcy Code (and for

the other voting and solicitation procedures set forth herein), and (ii) required to vote every portion of such Claim collectively to accept or reject the Plan. In the event that (i) a Ballot, (ii) a group of Ballots within a Voting Class received from a single creditor, or (iii) a group of Ballots received from the various Holders of multiple portions of a single Claim partially reject and partially accept the Plan, such Ballots may not be counted in the Debtors' discretion.

4. Master Ballot Voting and Tabulation Procedures.

In addition to the foregoing generally applicable voting and ballot tabulation procedures, the following procedures shall apply to Holders of LINN Second Lien Notes Claims and LINN Unsecured Notes Claims who hold their position through a broker, bank, or other nominee or an agent of a broker, bank, or other nominee (each of the foregoing, a "Nominee"):

a. the Claims and Noticing Agent shall distribute or cause to be distributed the appropriate number of copies of Ballots to each beneficial holder (a "Beneficial Holder Ballot") of a Class A4 LINN Second Lien Notes Claim and Class A5 LINN Unsecured Notes Claim, as of the Voting Record Date;

b. Nominees identified by the Claims and Noticing Agent as Entities through which Beneficial Holders hold their Claims will be provided with (i) Solicitation Packages for each Beneficial Holder represented by the Nominee as of the Voting Record Date, which will contain, among other things, a Beneficial Holder Ballot for each Beneficial Holder, and (ii) a master ballot (the "Master Ballot");

c. any Nominee that is a holder of record with respect to Class A4 LINN Second Lien Notes Claim or Class A5 LINN Unsecured Notes Claim shall vote on behalf of Beneficial Holders of such Claims by: (i) immediately, and in any event within five Business Days after its receipt of the Solicitation Packages, distributing the Solicitation Packages, including Beneficial Holder Ballots, it receives from the Claims and Noticing Agent to all such Beneficial Holders;[7] (ii) providing such Beneficial Holders with a return address to send the completed Beneficial Holder Ballots;

[7] Solicitation Packages may be sent in paper format or via electronic transmission in accordance with the customary requirements of each Nominee. Each Nominee will then distribute the Solicitation Packages, as appropriate, in accordance with their customary practices and obtain votes to accept or to reject the Plan also in accordance with their customary practices. If it is the Nominee's customary and accepted practice to submit a "voting instruction form" to the Beneficial Holders for the purpose of recording the Beneficial Holder's vote, the Nominee will be authorized to send the voting instruction form in lieu of, or in addition to, a Beneficial Holder Ballot.

(iii) compiling and validating the votes and other relevant information of all such Beneficial Holders on the Master Ballot; and (iv) transmitting the Master Ballot to the Claims and Noticing Agent on or before the Voting Deadline;

d. any Beneficial Holder holding a Class A4 LINN Second Lien Notes Claim or Class A5 LINN Unsecured Notes Claim as a record holder in its own name shall vote on the Plan by completing and signing a Ballot or Master Ballot and returning it directly to the Claims and Noticing Agent on or before the Voting Deadline;

e. any Beneficial Holder Ballot returned to a Nominee by a Beneficial Holder shall not be counted for purposes of accepting or rejecting the Plan until such Nominee properly completes and delivers to the Claims and Noticing Agent a Master Ballot that reflects the vote of such Beneficial Holders on or before the Voting Deadline or otherwise validates the Beneficial Holder Ballot in a manner acceptable to the Claims and Noticing Agent. Nominees shall retain all Beneficial Holder Ballots returned by Beneficial Holders for a period of one year after the Effective Date of the Plan;

f. if a Beneficial Holder holds a Class A4 LINN Second Lien Notes Claim or Class A5 LINN Unsecured Notes Claim through more than one Nominee or through multiple accounts, such Beneficial Holder may receive more than one Beneficial Holder Ballot and each such Beneficial Holder should execute a separate Beneficial Holder Ballot for each block of Class A4 LINN Second Lien Notes Claims or Class A5 LINN Unsecured Notes Claims, that it holds through any Nominee and must return each such Beneficial Holder Ballot to the appropriate Nominee;

g. if a Beneficial Holder holds a portion of its Class A4 LINN Second Lien Notes Claim or Class A5 LINN Unsecured Notes Claim through a Nominee or Nominees and another portion in its own name as the record holder, such Beneficial Holder should follow the procedures described in Section B herein to vote the portion held in its own name and the procedures described in section D.4 herein to vote the portion held by the Nominee(s);

h. votes cast by Beneficial Holders through Nominees will be applied to the applicable positions held by such Nominees in Classes A4 or A5, as applicable, as of the Voting Record Date, as evidenced by the applicable securities position report(s) obtained from the DTC. Votes submitted by a Nominee pursuant to a Master Ballot will not be counted in excess of the amount of such Claims held by such Nominee as of the Voting Record Date;

i. if conflicting votes or "over-votes" are submitted by a Nominee pursuant to a Master Ballot, the Debtors will use reasonable efforts to reconcile discrepancies with the Nominees. If over-votes on a Master Ballot are not reconciled prior to the preparation of the Voting Report, the Debtors shall apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and to reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee's position in Classes A4 or A5, as applicable;

j. for purposes of tabulating votes, each Nominee or Beneficial Holder will be deemed to have voted the principal amount of its Claims in Classes A4 or A5 although any principal amounts may be adjusted by the Claims and Noticing Agent to reflect the amount of the Claim actually voted, including prepetition interest;

k. a single Nominee may complete and deliver to the Claims and Noticing Agent multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the latest received valid Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior received Master Ballot. Likewise, if a Beneficial Holder submits more than one Beneficial Holder Ballot to its Nominee, (i) the latest received Beneficial Holder Ballot received before the submission deadline imposed by the Nominee shall be deemed to supersede any prior Beneficial Holder Ballot submitted by the Beneficial Holder, and (ii) the Nominee shall complete the Master Ballot accordingly; and

l. the Debtors will, upon written request, reimburse Nominees for customary mailing and handling expenses incurred by them in forwarding the Beneficial Holder Ballot and other enclosed materials to the Beneficial Holders for which they are the Nominee. No fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting Beneficial Holder Ballot with respect to the Plan.

Amendments to the Plan and Solicitation and Voting Procedures.

The Debtors reserve the right to make non-substantive or immaterial changes to the Disclosure Statement, Plan, Ballots, Confirmation Hearing Notice, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors, if any, and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Package before their distribution.

* * * * *

SCHEDULE 3A

Form of Class A3 Ballot

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

In re:	)	Chapter 11
LINN ENERGY, LLC, *et al.*,[1]	)	Case No. 16-60040 (DRJ)
Debtors.	)	(Jointly Administered)

BALLOT FOR VOTING TO ACCEPT OR REJECT 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

CLASS A3 BALLOT FOR HOLDERS OF LINN LENDER CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.

IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE CLAIMS AND NOTICING AGENT BY [[●] 2017], AT 4:00 P.M., PREVAILING CENTRAL TIME (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

The above-captioned debtors and debtors in possession other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (collectively, the "Debtors"), are soliciting votes with respect 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 may be amended from time to time, the "Plan") as set forth in the *Disclosure Statement for 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 may be amended from time to time, the "Disclosure Statement"). The Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on **[[●], 2016]** (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this Class A3 ballot (this "Class A3 Ballot") because you are a Holder of a LINN Lender Claim in Class A3 as of **[[●], 2016]** (the "Voting Record Date"). Accordingly, you have a right to vote to accept or reject the Plan.

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

Your rights are described in the Disclosure Statement, which was included in the package (the "Solicitation Package") you are receiving with this Class A3 Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) Prime Clerk LLC (the "Claims and Noticing Agent") at no charge by: (i) accessing the Debtors' restructuring website at https://cases.primeclerk.com/linn; (ii) writing to the Claims and Noticing Agent at Linn Energy Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, NY 10022; (iii) calling the Claims and Noticing Agent at (844) 794-3479 (toll free) or (917) 962-8892 (international); or (iv) emailing linnballots@primeclerk.com; or (b) for a fee via PACER at http://www.txs.uscourts.gov.

This Class A3 Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Class A3 Ballot in error, or if you believe that you have received the wrong ballot, please contact the Claims and Noticing Agent ***immediately*** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class A3, LINN Lender Claims, under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the holder of LINN Lender Claims in the following aggregate amount (based on unpaid principal and participations in issued but undrawn letters of credit) (insert amount in box below):

$_____

Item 2. Vote on Plan.

The holder of the Class A3 LINN Lender Claims against the Debtors set forth in Item 1 votes to (please check one):

☐ **ACCEPT** (vote FOR) the Plan	☐ **REJECT** (vote AGAINST) the Plan

The holder of the Class A3 LINN Lender Claim set forth in Item 1 elects to:

☐ **Opt Out** of the LINN Exit Facility (a "Non-Electing Lender") and receive its Pro Rata share of the Reorganized LINN Non-Conforming Term Notes in lieu of any share of (i) the LINN Exit Facility and (ii) the LINN Lender Paydown..

YOU WILL ONLY BE DEEMED A NON-ELECTING LENDER AND RECEIVE THE REORGANIZED LINN NON-CONFORMING TERM NOTES IF YOU CHECK THE OPT-OUT BOX IMMEDIATELY ABOVE IRRESPECTIVE OF WHETHER YOU (A) ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN (B) VOTE TO ACCEPT THE PLAN, (C) VOTE TO REJECT THE PLAN OR (D) FAIL TO SUBMIT A BALLOT BY THE VOTING DEADLINE.

Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.

Item 3. IMPORTANT INFORMATION REGARDING THIRD PARTY RELEASES.

YOU ARE AUTOMATICALLY DEEMED TO CONSENT TO THE PLAN'S RELEASE DESCRIBED IN THIS ITEM 3 BELOW **UNLESS** YOU EITHER (A) CHECK THE BOX TO OPT OUT OF SUCH PROVISION OR (B) VOTE TO REJECT THE PLAN.

IF YOU VOTE TO ACCEPT THE PLAN, OR ABSTAIN FROM VOTING ON THE PLAN, YOU WILL BE BOUND BY THE PLAN'S RELEASE DESCRIBED IN THIS ITEM 3 BELOW **UNLESS** YOU CHECK THE BOX TO OPT OUT OF SUCH PROVISION.

REGARDLESS OF WHETHER YOU ELECT TO OPT OUT OF THE PLAN'S RELEASE PROVISIONS, YOUR RECOVERY UNDER THE PLAN REMAINS UNAFFECTED.

The holder of the Class A3 LINN Lender Claim set forth in Item 1 elects to (optional):

☐ **Opt Out of the Third Party Release.**

Article VIII.E of the Plan contains the following provision:

As of the Effective Date, each Releasing Party is deemed to have released and discharged each LINN Debtor, Reorganized LINN Debtor, and Released Party from any and all Claims and Causes of Action, including Claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), Reorganized LINN (including the formation thereof), the LINN Debtors' in- or out-of-court restructuring efforts, intercompany transactions (including dividends paid), transactions pursuant and/or related to LINN Credit Agreement, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, the LINN Second Lien Notes, the LINN Unsecured Notes, the LINN Rights Offerings, the LINN Backstop Agreement, the New Organizational Documents, the Reorganized LINN Registration Rights Agreement, the Cash Collateral Order (and any payments or transfers in connection therewith), the Cash Management Order, the LINN Intercreditor Agreement, any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the formulation, preparation, dissemination, negotiation, or Filing of the LINN RSA, the Original LINN RSA, the LINN Second Lien Settlement, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the LINN Second Lien Settlement, the LINN RSA, the Original LINN RSA, the Disclosure Statement, the Plan, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; *provided, however*, that except as expressly provided under the Plan, the foregoing releases shall not release obligations arising under agreements among the Releasing Parties and the Released Parties other than the Debtors (including, without limitation, the indemnification rights of the Indenture Trustees under the LINN Notes Indentures and related documentation), and shall not release claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence.

UNDER THE PLAN, "*RELEASING PARTIES*" MEANS, COLLECTIVELY, AND IN EACH CASE ONLY IN ITS CAPACITY AS SUCH: (A) EACH OF THE LINN DEBTORS AND THE REORGANIZED LINN DEBTORS;

(B) THE COMMITTEE AND EACH OF ITS MEMBERS; (C) THE CONSENTING LINN CREDITORS; (D) THE LINN ADMINISTRATIVE AGENT; (E) THE LINN INDENTURE TRUSTEES; (F) THE LINN BACKSTOP PARTIES; (G) EACH OF THE LINN LENDERS; (H) THE COMMITTEE AND EACH OF ITS MEMBERS; (I) THE LINN CREDITOR REPRESENTATIVE; (J) WITHOUT LIMITING THE FOREGOING, EACH HOLDER OF A CLAIM AGAINST OR AN INTEREST IN THE LINN DEBTORS, IN EACH CASE OTHER THAN SUCH A HOLDER THAT HAS VOTED TO REJECT THE PLAN, IS A MEMBER OF A CLASS THAT IS DEEMED TO REJECT THE PLAN, OR HAS VOTED TO ACCEPT THE PLAN OR ABSTAINS FROM VOTING ON THE PLAN AND WHO EXPRESSLY OPTS OUT OF THE RELEASE PROVIDED BY THE PLAN; AND (K) WITH RESPECT TO EACH OF THE FOREGOING PARTIES UNDER (A) THROUGH (J), SUCH ENTITY AND ITS CURRENT AND FORMER AFFILIATES, AND SUCH ENTITIES' AND THEIR CURRENT AND FORMER AFFILIATES' CURRENT AND FORMER MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), PREDECESSORS, SUCCESSORS, AND ASSIGNS, SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE CURRENT AND FORMER MEMBERS, EQUITY HOLDERS, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH.

AS A "RELEASING PARTY" UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.E OF THE PLAN, AS SET FORTH ABOVE, UNLESS YOU EITHER (A) CHECKED THE BOX IN THIS ITEM 3 ABOVE TO OPT OUT OF SUCH RELEASES OR (B) VOTED TO REJECT THE PLAN (IN WHICH CASE YOU WILL AUTOMATICALLY BE DEEMED TO HAVE OPTED OUT OF SUCH RELEASES).

The holder of the Class A3 LINN Lender Claim set forth in Item 1 elects to:

☐ **Opt Out** of the Third Party Release.

Item 4. Certifications.

By signing this Class A3 Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

(a) that, as of the Voting Record Date, either: (i) the Entity is the holder of the LINN Lender Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a Holder of the LINN Lender Claims being voted;

(b) that the Entity (or in the case of an authorized signatory, the holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(c) that the Entity has cast the same vote with respect to all LINN Lender Claims in a single Class; and

(d) that no other Class A3 Ballots with respect to the amount of the LINN Lender Claims identified in Item 1 have been cast or, if any other Class A3 Ballots have been cast with respect to such LINN Lender Claims, then any such earlier Class A3 Ballots are hereby revoked.

Name of Holder: _____
(Print or Type)

Signature: _____

Name of Signatory:	(If other than holder)
Title:	
Address:	
Telephone Number:	
Email:	
Date Completed:	

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:

Linn Energy, LLC
c/o Prime Clerk LLC
830 Third Avenue, 3rd Floor
New York, NY 10022

In addition, to submit your Ballot via the Claims and Noticing Agent's online portal, please visit https://cases.primeclerk.com/linn. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#:_____
The Claims and Noticing Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the Claims and Noticing Agent's online portal should NOT also submit a paper Ballot.

IF THE NOTICE AND CLAIMS AGENT DOES NOT ***ACTUALLY RECEIVE*** THIS CLASS A3 BALLOT **ON OR BEFORE [[●], 2017], AT 4:00 P.M.,** PREVAILING CENTRAL TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS CLASS A3 BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.

Class A3 — LINN Lender Claims

INSTRUCTIONS FOR COMPLETING THIS CLASS A3 BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Class A3 Ballot or in these instructions (the "Ballot Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Class A3 Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

3. To ensure that your Class A3 Ballot is counted, you ***must either***: (a) complete and submit this hard copy Class A3 Ballot or (b) vote through the Debtors' online balloting portal accessible through the Debtors' case website https://cases.primeclerk.com/linn. **Ballots will not be accepted by facsimile or other electronic means (other than the online portal).**

4. **Use of Hard Copy Ballot.** To ensure that your hard copy Class A3 Ballot is counted, you must: (a) complete your Class A3 Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Class A3 Ballot; and (c) clearly sign and return your original Class A3 Ballot in the enclosed pre-addressed, pre-paid envelope or via first class mail, overnight courier, or hand delivery to Linn Energy Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, NY 10022 in accordance with paragraph 6 below.

5. **Use of Online Ballot Portal**. To ensure that your electronic Class A3 Ballot is counted, please follow the instructions of the Debtors' case administration website at https://cases.primeclerk.com/linn. You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online portal).**

6. Your Class A3 Ballot ***must*** be returned to the Claims and Noticing Agent so as to be ***actually received*** by the Claims and Noticing Agent on or before the Voting Deadline. **The Voting Deadline is [[●], 2017], at 4:00 p.m.**, prevailing Central Time.

7. If a Class A3 Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Class A3 Ballots will *not* be counted**:

   (a) any Class A3 Ballot that partially rejects and partially accepts the Plan;
   (b) Class A3 Ballots sent to the Debtors, the Debtors' agents (other than the Claims and Noticing Agent), the LINN Administrative Agent, any indenture trustee, or the Debtors' financial or legal advisors;
   (c) Class A3 Ballots sent by facsimile or any electronic means other than via the online portal;
   (d) any Class A3 Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;
   (e) any Class A3 Ballot cast by an Entity that does not hold a Claim in Class A3;
   (f) any Class A3 Ballot submitted by a holder not entitled to vote pursuant to the Plan;
   (g) any unsigned Class A3 Ballot;
   (h) any non-original Class A3 Ballot; and/or
   (i) any Class A3 Ballot not marked to accept or reject the Plan or any Class A3 Ballot marked both to accept and reject the Plan.

8. The method of delivery of Class A3 Ballots to the Claims and Noticing Agent is at the election and risk of each holder of a LINN Lender Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Noticing Agent ***actually receives*** the originally executed Class A3 Ballot. In all cases, holders should allow sufficient time to assure timely delivery.

9. If multiple Class A3 Ballots are received from the same holder of a LINN Lender Claim with respect to the same LINN Lender Claim prior to the Voting Deadline, the latest, timely received, and properly completed Class A3 Ballot will supersede and revoke any earlier received Class A3 Ballots.

10. You must vote all of your LINN Lender Claims within Class A3 either to accept or reject the Plan and may **not** split your vote. Further, if a holder has multiple LINN Lender Claims within Class A3, the Debtors may, in their discretion, aggregate the Claims of any particular holder with multiple LINN Lender Claims within Class A3 for the purpose of counting votes.

11. This Class A3 Ballot does ***not*** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

12. **Please be sure to sign and date your Class A3 Ballot**. If you are signing a Class A3 Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Class A3 Ballot.

13. If you hold Claims in more than one Class under the Plan you may receive more than one ballot coded for each different Class. Each ballot votes ***only*** your Claims indicated on that ballot, so please complete and return each ballot that you received.

PLEASE MAIL YOUR CLASS A3 BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS CLASS A3 BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT: (844) 794-3479 (TOLL FREE) OR EMAIL LINNBALLOTS@PRIMECLERK.COM.

IF THE NOTICE AND CLAIMS AGENT DOES NOT *ACTUALLY RECEIVE* THIS CLASS A3 BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON [[●], 2017], AT 4:00 P.M., PREVAILING CENTRAL TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.

SCHEDULE 3B

Form of Class A4 Master Ballot

[CUSIP indicated on Exhibit A hereto]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

In re:	)	Chapter 11
LINN ENERGY, LLC, *et al.*,[1]	)	Case No. 16-60040 (DRJ)
Debtors.	)	(Jointly Administered)

MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT 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

CLASS A4 HOLDERS OF LINN SECOND LIEN NOTES CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.

IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE NOTICE AND CLAIMS AGENT BY [[●], 2017], AT 4:00 P.M., PREVAILING CENTRAL TIME (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

The above-captioned debtors and debtors in possession other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (collectively, the "Debtors"), are soliciting votes with respect 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 may be amended from time to time, the "Plan") as set forth in the *Disclosure Statement for 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 may be amended from time to time, the "Disclosure Statement"). The Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on **[[●], 2016]** (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this master ballot (the "Master Ballot") because you are the Nominee (as defined below) of a Beneficial Holder[2] of Class A4 LINN Second Lien Notes Claims as of **[[●], 2016]** (the "Voting Record Date").

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

[CUSIP indicated on Exhibit A hereto]

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a "Nominee"); or as the proxy holder of a Nominee for certain Beneficial Holders' Class A4 LINN Second Lien Notes Claims (the "Class A4 Claims"), to transmit to the Claims and Noticing Agent (as defined below) the votes of such Beneficial Holders in respect of their Class A4 Claims to accept or reject the Plan. This ballot may not be used for any purpose other than for submitting votes with respect to the Plan.

The rights and treatment for each Class are described in the Disclosure Statement, which was included in the package (the "Solicitation Package") you are receiving with this Master Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) Prime Clerk LLC (the "Claims and Noticing Agent") at no charge by: (i) accessing the Debtors' restructuring website at https://cases.primeclerk.com/linn; (ii) writing to the Claims and Noticing Agent at Linn Energy Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, NY 10022; (iii) calling the Claims and Noticing Agent at (844) 794-3479 (toll free) or (917) 962-8892 (international); or (iv) emailing linnballots@primeclerk.com; or (b) for a fee via PACER at http://www.txs.uscourts.gov.

This Master Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Master Ballot in error, please contact the Claims and Noticing Agent ***immediately*** at the address, telephone number, or email address set forth above.

YOUR VOTE ON THIS MASTER BALLOT FOR CERTAIN BENEFICIAL HOLDERS OF SECOND LIEN NOTE CLAIMS IN CLASS A4 SHALL BE APPLIED TO EACH DEBTOR AGAINST WHOM SUCH BENEFICIAL HOLDERS HAVE A CLASS A4 CLAIM.

You are authorized to collect votes to accept or to reject the Plan from Beneficial holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial holders through online voting, by phone, facsimile, or other electronic means.

The Court may confirm the Plan and thereby bind all Holders of Claims and Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that the Claims and Noticing Agent ***actually receives*** it on or before the Voting Deadline.

THE VOTING DEADLINE IS ON [[●], 2017], AT 4:00 P.M., PREVAILING CENTRAL TIME.

Item 1. Certification of Authority to Vote.

The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

☐ Is a broker, bank, or other nominee for the Beneficial Holders of the aggregate principal amount of the Class A4 Claims listed in Item 2 below, and is the record holder of such bonds, or

☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal amount of Class A4 Claims listed in Item 2 below, or

---

[2] A "Beneficial Holder" means a beneficial owner of publicly-traded securities whose claims have not been satisfied prior to the Voting Record Date (as defined herein) pursuant to Bankruptcy Court order or otherwise, as reflected in the records maintained by the Nominees holding through DTC.

[CUSIP indicated on Exhibit A hereto]

☐ Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial owner, that is the registered holder of the aggregate principal amount of Class A4 Claims listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Beneficial Holders of the Class A4 Claims described in Item 2.

Item 2. Class A4 Claims Vote on Plan; Item 3. Releases

The undersigned transmits the following votes, and releases of Beneficial Holders of Class A4 Claims and certifies that the following Beneficial Holders of Class A4 Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of such Claims as of the Voting Record Date and have delivered to the undersigned, as Nominee, ballots (the "Ballots") casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each holder must vote all such Beneficial Holder's Class A4 Claims to accept or reject the Plan and may not split such vote. Any Beneficial Holder Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted. If the Beneficial Holder has checked the box on Item 4 of the Beneficial Holder Ballot pertaining to the releases by Holders of Claims and Interests, as detailed in Article VIII.E of the Plan, please place an X in the Item 4 column below.

[CUSIP indicated on Exhibit A hereto]

Your Customer Account Number for Each Beneficial Holder of Class A4 Claims	Principal Amount Held as of Voting Record Date[3]	Item 2 Indicate the vote cast on the Beneficial Holder Ballot by checking the appropriate box below.			Item 3 If the box in Item 3 of the Ballot was completed, check the box in the column below
		Accept the Plan	or	Reject the Plan	
1	$	☐		☐	☐
2	$	☐		☐	☐
3	$	☐		☐	☐
4	$	☐		☐	☐
5	$	☐		☐	☐
6	$	☐		☐	☐
TOTALS	$				

Item 3. Other Class A4 Ballots Submitted by Beneficial Holders. The undersigned certifies that it has transcribed in the following table the information, if any, provided by the Beneficial Holders in Item 5 of the Beneficial Holder Ballot:

YOUR customer account number and/or Customer Name for each Beneficial Holder who completed Item 5 of the Beneficial Holder Ballot.	Transcribe from Item 4 of the Beneficial Holder Ballot			
	Account Number	Name of Registered Holder or Nominee	Principal Amount of other Class 4 Second Lien Note Claims	CUSIP of other Class A4 LINN Second Lien Notes Claims Votes
1.			$	
2.			$	
3.			$	
4.			$	

[3] The amount of LINN Second Lien Note Claims to be listed herein is the aggregate unpaid principal amount of the LINN Second Lien Notes held by the beneficial holder as of the Voting Record Date. Although, the $1 billion of LINN Second Lien Notes Claims will be Allowed in an amount equal to $2 billion of Unsecured Claims (plus unpaid interest) pursuant to the LINN Second Lien Plan Settlement as set forth in the Plan beneficial holders should NOT list the amount of their LINN Second Lien Note Claims based upon its converted value as an Allowed Unsecured Claim for purposes of this ballot. Prime Clerk will perform the appropriate conversion of the amount listed on the ballot for purposes of determining distributions on account of Allowed Second Lien Notes Claims under the Plan.

[CUSIP indicated on Exhibit A hereto]

5.			$	

Item 4. IMPORTANT INFORMATION REGARDING THIRD PARTY RELEASES.

YOU ARE AUTOMATICALLY DEEMED TO CONSENT TO THE PLAN'S RELEASE DESCRIBED IN THIS ITEM 4 BELOW **UNLESS** YOU EITHER (A) CHECK THE BOX TO OPT OUT OF SUCH PROVISION OR (B) VOTE TO REJECT THE PLAN.

IF YOU VOTE TO ACCEPT THE PLAN, OR ABSTAIN FROM VOTING ON THE PLAN, YOU WILL BE BOUND BY THE PLAN'S RELEASE DESCRIBED IN THIS ITEM 4 BELOW **UNLESS** YOU CHECK THE BOX TO OPT OUT OF SUCH PROVISION.

REGARDLESS OF WHETHER YOU ELECT TO OPT OUT OF THE PLAN'S RELEASE PROVISIONS, YOUR RECOVERY UNDER THE PLAN REMAINS UNAFFECTED.

The holder of the Class A4 LINN Second Lien Notes Claim set forth in Item 1 elects to (optional):

☐ **Opt Out of the Third Party Release.**

Article VIII.E of the Plan contains the following provision:

As of the Effective Date, each Releasing Party is deemed to have released and discharged each LINN Debtor, Reorganized LINN Debtor, and Released Party from any and all Claims and Causes of Action, including Claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), Reorganized LINN (including the formation thereof), the LINN Debtors' in- or out-of-court restructuring efforts, intercompany transactions (including dividends paid), transactions pursuant and/or related to LINN Credit Agreement, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, the LINN Second Lien Notes, the LINN Unsecured Notes, the LINN Rights Offerings, the LINN Backstop Agreement, the New Organizational Documents, the Reorganized LINN Registration Rights Agreement, the Cash Collateral Order (and any payments or transfers in connection therewith), the Cash Management Order, the LINN Intercreditor Agreement, any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the formulation, preparation, dissemination, negotiation, or Filing of the LINN RSA, the Original LINN RSA, the LINN Second Lien Settlement, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the LINN Second Lien Settlement, the LINN RSA, the Original LINN RSA, the Disclosure Statement, the Plan, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; *provided, however*, that except as expressly provided under the Plan, the foregoing releases shall not release obligations arising under agreements among the Releasing Parties and the Released Parties other than the Debtors (including, without limitation, the indemnification rights of the Indenture Trustees under the LINN Notes Indentures and related documentation), and shall not release claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence.

UNDER THE PLAN, "*RELEASING PARTIES*" MEANS, COLLECTIVELY, AND IN EACH CASE ONLY IN ITS CAPACITY AS SUCH: (A) EACH OF THE LINN DEBTORS AND THE REORGANIZED LINN DEBTORS;

[CUSIP indicated on Exhibit A hereto]

(B) THE COMMITTEE AND EACH OF ITS MEMBERS; (C) THE CONSENTING LINN CREDITORS; (D) THE LINN ADMINISTRATIVE AGENT; (E) THE LINN INDENTURE TRUSTEES; (F) THE LINN BACKSTOP PARTIES; (G) EACH OF THE LINN LENDERS; (H) THE COMMITTEE AND EACH OF ITS MEMBERS; (I) THE LINN CREDITOR REPRESENTATIVE; (J) WITHOUT LIMITING THE FOREGOING, EACH HOLDER OF A CLAIM AGAINST OR AN INTEREST IN THE LINN DEBTORS, IN EACH CASE OTHER THAN SUCH A HOLDER THAT HAS VOTED TO REJECT THE PLAN, IS A MEMBER OF A CLASS THAT IS DEEMED TO REJECT THE PLAN, OR HAS VOTED TO ACCEPT THE PLAN OR ABSTAINS FROM VOTING ON THE PLAN AND WHO EXPRESSLY OPTS OUT OF THE RELEASE PROVIDED BY THE PLAN; AND (K) WITH RESPECT TO EACH OF THE FOREGOING PARTIES UNDER (A) THROUGH (J), SUCH ENTITY AND ITS CURRENT AND FORMER AFFILIATES, AND SUCH ENTITIES' AND THEIR CURRENT AND FORMER AFFILIATES' CURRENT AND FORMER MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), PREDECESSORS, SUCCESSORS, AND ASSIGNS, SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE CURRENT AND FORMER MEMBERS, EQUITY HOLDERS, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH.

AS A "RELEASING PARTY" UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.E OF THE PLAN, AS SET FORTH ABOVE, UNLESS YOU EITHER (A) CHECKED THE BOX IN THIS ITEM 4 ABOVE TO OPT OUT OF SUCH RELEASES OR (B) VOTED TO REJECT THE PLAN (IN WHICH CASE YOU WILL AUTOMATICALLY BE DEEMED TO HAVE OPTED OUT OF SUCH RELEASES).

The holder of the Class A4 LINN Second Lien Notes Claim set forth in Item 1 elects to:

☐ **Opt Out** of the Third Party Release.

Item 5. Certifications.

Upon execution of this Master Ballot, the undersigned certifies that:

it has received a copy of the Disclosure Statement, the Plan, the Master Ballots, the Beneficial Holder Ballots, and the remainder of the Solicitation Package and has delivered the same to the Beneficial Holders of the Class A4 Claims listed in Item 2 above;

it has received a completed and signed Beneficial Holder Ballot from each Beneficial Holder listed in Item 2 of this Master Ballot;

it is the registered holder of all Class A4 Claims listed in Item 2 above being voted, or

it has been authorized by each Beneficial Holder of Class A4 Claims listed in Item 2 above to vote on the Plan;

no other Master Ballots with respect to the same Class A4 Claims identified in Item 2 have been cast or, if any other Master Ballots have been cast with respect to such Claims, then any such earlier Master Ballots are hereby revoked;

it has properly disclosed: (a) the number of Beneficial Holder of Class A4 Claims who completed the Beneficial Holder Ballots; (b) the respective amounts of the Class A4 Claims owned, as the case may be, by each Beneficial Holder of Class A4 Claims who completed a Beneficial Holder Ballot; (c) each such Beneficial Holder of Class A4 Claims' respective vote concerning the Plan; (e) each such Beneficial Holder of Class A4 Claims' certification as to other Class A4 Claims voted; and

(f) the customer account or other identification number for each such Beneficial Holder of Class A4 Claims; and

it will maintain ballots and evidence of separate transactions returned by Beneficial Holder of Class A4 Claims (whether properly completed or defective) for at least one (1) year after the Effective Date of the Plan and disclose all such information to the Bankruptcy Court or the Debtors, if so ordered.

Name of Nominee: _____
(Print or Type)

Participant Number:

_____

Name of Proxy Holder or Agent for Nominee (if applicable):

_____
(Print or Type)

_____

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

_____

_____

Date Completed: _____

Email Address: _____

PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT *PROMPTLY* IN THE ENVELOPE PROVIDED VIA FIRST CLASS MAIL, OVERNIGHT COURIER, HAND DELIVERY, OR VIA ELECTRONIC MAIL SERVICE TO:

Linn Energy, LLC
c/o Prime Clerk LLC
830 Third Avenue, 3rd Floor
New York, NY 10022
linnballots@primeclerk.com

IF THE NOTICE AND CLAIMS AGENT DOES NOT ***ACTUALLY RECEIVE*** THIS CLASS 4 MASTER BALLOT **ON OR BEFORE [[●], 2017], AT 4:00 P.M.,** PREVAILING CENTRAL TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), THE VOTES TRANSMITTED BY THIS CLASS A4 MASTER BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.

[CUSIP indicated on Exhibit A hereto]

Class A4 — LINN Second Lien Notes Claims

INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT

1. The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Master Ballot or in these instructions (the "Ballot Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Master Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS MASTER BALLOT.**

2. The Plan can be confirmed by the Court and thereby made binding upon the holders if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

3. You should immediately distribute the Beneficial Holder Ballots and the Solicitation Package to all Beneficial Holders of Class A4 Claims and take any action required to enable each such Beneficial Holder to vote timely the Claims that it holds. You may distribute the Solicitation Packages to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a beneficial ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means. Any Beneficial Holder Ballot returned to you by a Beneficial Holder of a Class A4 Claim shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to the Claims and Noticing Agent, a Master Ballot that reflects the vote of such Beneficial Holders by **[[●], 2017], at 4:00 p.m.**, prevailing Central Time or otherwise validate the Master Ballot in a manner acceptable to the Claims and Noticing Agent.

4. If you are transmitting the votes of any Beneficial Holder of Class 4 Claims other than yourself, you may either:

   (a) "Pre-validate" the individual Class A4 LINN Second Lien Notes Claim Ballot contained in the Solicitation Package and then forward the Solicitation Package to the Beneficial Holder of the Class A4 Claim for voting within five (5) Business Days after the receipt by such Nominee of the Solicitation Package, with the Beneficial Holder then returning the individual Beneficial Holder Ballot directly to the Claims and Noticing Agent in the return envelope to be provided in the Solicitation Package. A Nominee "pre-validates" a Beneficial Holder's Ballot by signing the Beneficial Holder Ballot and including their DTC participant number; indicating the account number of the Beneficial Holder and the principal amount of Class A4 Claim held by the Nominee for such Beneficial Holder; and then forwarding the Beneficial Holder Ballot together with the Solicitation Package to the Beneficial Holder. The Beneficial Holder then completes the information requested on the Beneficial Holder Ballot and returns the Beneficial Holder Ballot directly to the Claims and Noticing Agent. A list of the Beneficial Holders to whom "pre-validated" Beneficial Holder Ballots were delivered should be maintained by Nominees for inspection for at least one year from the Effective Date; OR

   (b) Within five (5) Business Days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package to the Beneficial Holder of the Class A4 Claim for voting along with a return envelope provided by and addressed to the Nominee, with the Beneficial Holder then returning the individual Beneficial Holder Ballot to the Nominee. In such case, the Nominee will tabulate the votes of its respective owners on a Master Ballot that will be provided to the Nominee separately by the Claims and Noticing Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Claims and Noticing Agent. The Nominee should advise the Beneficial Holder to return

[CUSIP indicated on Exhibit A hereto]

their individual Beneficial Holder Ballots to the Nominee by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Claims and Noticing Agent so that the Master Ballot is actually received by the Claims and Noticing Agent on or before the Voting Deadline.

5. With regard to any Beneficial Holder Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Claims and Noticing Agent by the Voting Deadline; and (d) retain such Beneficial Holder Ballots from Beneficial Holders, whether in hard copy or by electronic direction, in your files for a period of one year after the Effective Date of the Plan. You may be ordered to produce the Beneficial Holder Ballots to the Debtors or the Bankruptcy Court.

6. The Master Ballot ***must*** be returned to the Claims and Noticing Agent so as to be ***actually received*** by the Claims and Noticing Agent on or before the Voting Deadline. **The Voting Deadline is [[●], 2017], at 4:00 p.m.**, prevailing Central Time.

7. If a Master Ballot is received ***after*** the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the discretion of the Debtors. Additionally, **the following Master Ballots will *not* be counted**:

   (a) any Master Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;
   (b) any Master Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan;
   (c) any Master Ballot sent by facsimile or any electronic means other than electronic mail;
   (d) any unsigned Master Ballot;
   (e) any Master Ballot that does not contain an original signature provided however, that any Master Ballot submitted via electronic mail shall be deemed to contain an original signature;
   (f) any Master Ballot not marked to accept or reject the Plan; and
   (g) any Master Ballot submitted by any party not entitled to cast a vote with respect to the Plan.

8. The method of delivery of Master Ballots to the Claims and Noticing Agent is at the election and risk of each Nominee of Class A4 Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Noticing Agent ***actually receives*** the originally executed Master Ballot. In all cases, Beneficial Holders and Nominees should allow sufficient time to assure timely delivery.

9. If a Beneficial Holder or Nominee holds a Claim in a Voting Class against multiple Debtors, a vote on their Ballot will apply to all Debtors against whom such Beneficial Holder or Nominee has a Claim , as applicable, in that Voting Class.

10. If multiple Master Ballots are received from the same Nominee with respect to the same Beneficial Holder Ballot belonging to a Beneficial Holder of a Claim prior to the Voting Deadline, the latest, timely received, and properly completed Master Ballot will supersede and revoke any earlier received Master Ballots.

11. The Master Ballot does ***not*** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

12. **Please be sure to sign and date the Master Ballot**. You should indicate that you are signing a Master Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Ballot.

[CUSIP indicated on Exhibit A hereto]

13. If you are both the Nominee and the Beneficial Holder of any of the Class A4 Claims and you wish to vote such Class A4 Claims, you may return a Beneficial Holder Ballot or Master Ballot for such Class A4 Claims and you must vote your entire Class A4 Claims to either to accept or reject the Plan and may not split your vote. Accordingly, a Beneficial Holder Ballot, other than a Master Ballot with the votes of multiple Beneficial Holders, that partially rejects and partially accepts the Plan will not be counted.

14. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in a particular Class will be aggregated and treated as if such creditor held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided*, *however*, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity may be counted separately as a vote to accept or reject the Plan.

15. The following additional rules shall apply to Master Ballots:

    (a) Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such entities in the Class A4 Claims as of the Record Voting Date, as evidenced by the record and depository listings.

    (b) Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated holder Ballots, will not be counted in excess of the record amount of the Class A4 Claims held by such Nominee;

    (c) To the extent that conflicting votes or "over-votes" are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated holder Beneficial Holder Ballots, the Claims and Noticing Agent will attempt to reconcile discrepancies with the Nominee;

    (d) To the extent that over-votes on a Master Ballot or pre-validated holder Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Claims and Noticing Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated holder Ballots that contained the over-vote, but only to the extent of the Nominee's position in Class A4 Claims; and

    (e) For purposes of tabulating votes, each holder holding through a particular account will be deemed to have voted the principal amount relating its holding in that particular account, although the Claims and Noticing Agent may be asked to adjust such principal amount to reflect the claim amount.

PLEASE RETURN YOUR MASTER BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT: (844) 794-3479 (TOLL FREE) or (917) 962-8892 (INTERNATIONAL) OR EMAIL HTTPS://CASES.PRIMECLERK.COM/LINN.

IF THE NOTICE AND CLAIMS AGENT DOES NOT *ACTUALLY RECEIVE* THIS MASTER BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS [[●], 2017], AT 4:00 P.M. PREVAILING CENTRAL TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), THE VOTES TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.

[CUSIP indicated on Exhibit A hereto]

EXHIBIT A

Please check ONE box below to indicate the CUSIP to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto):

Class A4 (LINN Second Lien Notes Claims)		
☐		
☐		

SCHEDULE 3C

Form of Class A4 Beneficial Holder Ballot

[CUSIP indicated on Exhibit A hereto]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

In re:	)	Chapter 11
LINN ENERGY, LLC, *et al.*,[1]	)	Case No. 16-60040 (DRJ)
Debtors.	)	(Jointly Administered)

BENEFICIAL BALLOT FOR VOTING TO ACCEPT OR REJECT 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

CLASS A4 BALLOT FOR BENEFICIAL HOLDERS OF LINN SECOND LIEN NOTES CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.

IN ORDER FOR YOUR VOTE TO BE COUNTED, YOUR BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE NOTICE AND CLAIMS AGENT BY [[●], 2017], AT 4:00 P.M. PREVAILING CENTRAL TIME (THE "VOTING DEADLINE"). IF, HOWEVER, YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, YOU MUST FOLLOW THE DIRECTIONS OF YOUR NOMINEE TO CAST YOUR VOTE AND ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR VOTE AND TRANSMIT SUCH VOTE ON A MASTER BALLOT, WHICH MASTER BALLOT MUST BE RETURNED TO THE NOTICE AND CLAIMS AGENT BY THE VOTING DEADLINE IN ORDER FOR YOUR VOTE TO BE COUNTED.

The above-captioned debtors and debtors in possession other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (collectively, the "Debtors"), are soliciting votes with respect 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 may be amended from time to time, the "Plan") as set forth in the *Disclosure Statement for 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 may be amended from time to time, the "Disclosure Statement"). The Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on **[[●], 2016]** (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

[CUSIP indicated on Exhibit A hereto]

You are receiving this Class A4 ballot for Beneficial Holders[2] (the "Class A4 Beneficial Holder Ballot") because you are a Beneficial Holder of a LINN Second Lien Notes Claim in Class A4 as of **[[●], 2016]** (the "Voting Record Date"). Accordingly, you have a right to vote to accept or reject the Plan. You can cast your vote through this Class A4 Beneficial Holder Ballot and return it to your broker, bank, or other nominee, or the agent of a broker, bank, or other nominee (each of the foregoing, a "Nominee"), in accordance with the instructions provided by your Nominee, who will then submit a master ballot (the "Master Ballot") on behalf of the Beneficial Holders of Class A4 Claims.

Your rights are described in the Disclosure Statement, which was included in the package (the "Solicitation Package") you are receiving with this Class A4 Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) Prime Clerk LLC (the "Claims and Noticing Agent") at no charge by: (i) accessing the Debtors' restructuring website at https://cases.primeclerk.com/linn; (ii) writing to the Claims and Noticing Agent at Linn Energy Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, NY 10022; (iii) calling the Claims and Noticing Agent at (844) 794-3479 (toll free) or (917) 962-8892 (international); or (iv) emailing linnballots@primeclerk.com; or (b) for a fee via PACER at http://www.txs.uscourts.gov.

This Class A4 Beneficial Holder Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Class A4 Beneficial Holder Ballot in error, or if you believe that you have received the wrong ballot, please contact the Claims and Noticing Agent ***immediately*** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class A4, LINN Second Lien Notes Claims, under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

In order for your vote to count, your Nominee must receive this Class A4 Beneficial Holder Ballot in sufficient time for your Nominee to include your vote on a Master Ballot that must be received by the Claims and Noticing Agent on or before the Voting Deadline, which is **[[●], 2017], at 4:00 p.m.**, prevailing Central Time. Please allow sufficient time for your vote to be included on the Master Ballot completed by your Nominee. If a Master Ballot recording your vote is not received by the Voting Deadline, and if the Voting Deadline is not extended, your vote will not count.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the beneficial holder of LINN Second Lien Note Claims in the following aggregate unpaid principal amount[3] (insert amount in box below, unless otherwise completed by your Nominee):

---

[2] A "Beneficial Holder" means a beneficial owner of publicly-traded securities whose claims have not been satisfied prior to the Voting Record Date (as defined herein) pursuant to Bankruptcy Court order or otherwise, as reflected in the records maintained by the Nominees holding through DTC.

[3] The amount of LINN Second Lien Note Claims to be listed herein is the aggregate unpaid principal amount of the LINN Second Lien Notes held by the beneficial holder as of the Voting Record Date. Although, the $1 billion of LINN Second Lien Notes Claims will be Allowed in an amount equal to $2 billion of Unsecured Claims (plus unpaid interest) pursuant to the LINN Second Lien Plan Settlement as set forth in the Plan beneficial holders should NOT list the amount of their LINN Second Lien Note Claims based upon its converted value as an Allowed Unsecured Claim for purposes of this ballot. Prime Clerk will perform the appropriate conversion of the amount listed on the ballot for purposes of determining distributions on account of Allowed Second Lien Notes Claims under the Plan.

[CUSIP indicated on Exhibit A hereto]

$_____

Item 2. Vote on Plan.

The Beneficial Holder of the Class A4 LINN Second Lien Notes Claim against the Debtors set forth in Item 1 votes to (please check one):

☐	**ACCEPT** (vote FOR) the Plan	☐	**REJECT** (vote AGAINST) the Plan

Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.

Item 3. IMPORTANT INFORMATION REGARDING THIRD PARTY RELEASES.

YOU ARE AUTOMATICALLY DEEMED TO CONSENT TO THE PLAN'S RELEASE DESCRIBED IN THIS ITEM 3 BELOW **UNLESS** YOU EITHER (A) CHECK THE BOX TO OPT OUT OF SUCH PROVISION OR (B) VOTE TO REJECT THE PLAN.

IF YOU VOTE TO ACCEPT THE PLAN, OR ABSTAIN FROM VOTING ON THE PLAN, YOU WILL BE BOUND BY THE PLAN'S RELEASE DESCRIBED IN THIS ITEM 3 BELOW **UNLESS** YOU CHECK THE BOX TO OPT OUT OF SUCH PROVISION.

REGARDLESS OF WHETHER YOU ELECT TO OPT OUT OF THE PLAN'S RELEASE PROVISIONS, YOUR RECOVERY UNDER THE PLAN REMAINS UNAFFECTED.

The holder of the Class A4 LINN Second Lien Notes Claim set forth in Item 1 elects to (optional):

☐ **Opt Out of the Third Party Release.**

Article VIII.E of the Plan contains the following provision:

As of the Effective Date, each Releasing Party is deemed to have released and discharged each LINN Debtor, Reorganized LINN Debtor, and Released Party from any and all Claims and Causes of Action, including Claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), Reorganized LINN (including the formation thereof), the LINN Debtors' in- or out-of-court restructuring efforts, intercompany transactions (including dividends paid), transactions pursuant and/or related to LINN Credit Agreement, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, the LINN Second Lien Notes, the LINN Unsecured Notes, the LINN Rights Offerings, the LINN Backstop Agreement, the New Organizational Documents, the Reorganized LINN Registration Rights Agreement, the Cash Collateral Order (and any payments or transfers in connection therewith), the Cash Management Order, the LINN Intercreditor Agreement, any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the formulation, preparation, dissemination, negotiation, or Filing of the LINN RSA, the Original LINN RSA, the LINN Second Lien Settlement, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the LINN Second Lien Settlement, the LINN RSA, the Original

[CUSIP indicated on Exhibit A hereto]

LINN RSA, the Disclosure Statement, the Plan, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; *provided*, *however*, that except as expressly provided under the Plan, the foregoing releases shall not release obligations arising under agreements among the Releasing Parties and the Released Parties other than the Debtors (including, without limitation, the indemnification rights of the Indenture Trustees under the LINN Notes Indentures and related documentation), and shall not release claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence.

UNDER THE PLAN, "*RELEASING PARTIES*" MEANS, COLLECTIVELY, AND IN EACH CASE ONLY IN ITS CAPACITY AS SUCH: (A) EACH OF THE LINN DEBTORS AND THE REORGANIZED LINN DEBTORS; (B) THE COMMITTEE AND EACH OF ITS MEMBERS; (C) THE CONSENTING LINN CREDITORS; (D) THE LINN ADMINISTRATIVE AGENT; (E) THE LINN INDENTURE TRUSTEES; (F) THE LINN BACKSTOP PARTIES; (G) EACH OF THE LINN LENDERS; (H) THE COMMITTEE AND EACH OF ITS MEMBERS; (I) THE LINN CREDITOR REPRESENTATIVE; (J) WITHOUT LIMITING THE FOREGOING, EACH HOLDER OF A CLAIM AGAINST OR AN INTEREST IN THE LINN DEBTORS, IN EACH CASE OTHER THAN SUCH A HOLDER THAT HAS VOTED TO REJECT THE PLAN, IS A MEMBER OF A CLASS THAT IS DEEMED TO REJECT THE PLAN, OR HAS VOTED TO ACCEPT THE PLAN OR ABSTAINS FROM VOTING ON THE PLAN AND WHO EXPRESSLY OPTS OUT OF THE RELEASE PROVIDED BY THE PLAN; AND (K) WITH RESPECT TO EACH OF THE FOREGOING PARTIES UNDER (A) THROUGH (J), SUCH ENTITY AND ITS CURRENT AND FORMER AFFILIATES, AND SUCH ENTITIES' AND THEIR CURRENT AND FORMER AFFILIATES' CURRENT AND FORMER MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), PREDECESSORS, SUCCESSORS, AND ASSIGNS, SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE CURRENT AND FORMER MEMBERS, EQUITY HOLDERS, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH.

.AS A "RELEASING PARTY" UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.E OF THE PLAN, AS SET FORTH ABOVE, UNLESS YOU EITHER (A) CHECKED THE BOX IN THIS ITEM 3 ABOVE TO OPT OUT OF SUCH RELEASES OR (B) VOTED TO REJECT THE PLAN (IN WHICH CASE YOU WILL AUTOMATICALLY BE DEEMED TO HAVE OPTED OUT OF SUCH RELEASES).

The holder of the Class A4 LINN Second Lien Notes Claim set forth in Item 1 elects to:

☐ **Opt Out** of the Third Party Release.

Item 4. Other Class A4 Beneficial Holder Ballots Submitted. By returning this Beneficial Holder Ballot, the Holder of the Class A4 LINN Second Lien Notes Claims identified in Item 1 certifies that (a) this Beneficial Holder Ballot is the only Beneficial Holder Ballot submitted for Notes Claims owned by such holder, except as identified in the following table, and (b) *all* Beneficial Holder Ballots submitted by the holder indicate the same vote to accept or reject the Plan that the holder has indicated in Item 2 of this Beneficial Holder Ballot (please use additional sheets of paper if necessary):

[CUSIP indicated on Exhibit A hereto]

ONLY COMPLETE THIS TABLE IF YOU HAVE VOTED OTHER
CLASS A4 LINN SECOND LIEN NOTES CLAIMS ON OTHER BENEFICIAL HOLDER BALLOTS

Account Number	Name of Registered Holder or Nominee	Principal Amount of Other Class A4 LINN Second Lien Notes Claims	CUSIP of Other Class A4 LINN Second Lien Notes Claims
		$	
		$	
		$	
		$	

Item 5. Certifications.

By signing this Class A4 Beneficial Holder Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

(a) that, as of the Voting Record Date, either: (i) the Entity is the holder of the LINN Second Lien Notes Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a holder of the Note Claims being voted;

(b) that the Entity (or in the case of an authorized signatory, the holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(c) that the Entity has cast the same vote with respect to all LINN Second Lien Notes Claims in a single Class; and

(d) that no other Class A4 Beneficial Holder Ballots with respect to the amount of the LINN Second Lien Notes Claims identified in Item 1 have been cast or, if any other Class A4 Beneficial Holder Ballots have been cast with respect to such LINN Second Lien Notes Claims, then any such earlier Class A4 Beneficial Holder Ballots are hereby revoked.

[CUSIP indicated on Exhibit A hereto]

Name of Holder:	_____ (Print or Type)
Signature:	_____
Name of Signatory:	_____ (If other than holder)
Title:	_____
Address:	_____
	_____
	_____
Telephone Number:	_____
Email:	_____
Date Completed:	_____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* IN THE ENVELOPE PROVIDED OR OTHERWISE IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE.

IF THE NOTICE AND CLAIMS AGENT DOES NOT ***ACTUALLY RECEIVE*** THE CLASS A4 MASTER BALLOT SUBMITTED ON YOUR BEHALF WHICH REFLECTS YOUR VOTE **ON OR BEFORE [[●], 2017], AT 4:00 P.M.** PREVAILING CENTRAL TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS CLASS A4 BENEFICIAL HOLDER BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.

[CUSIP indicated on Exhibit A hereto]

Class A4 — LINN Second Lien Notes Claims

INSTRUCTIONS FOR COMPLETING THIS CLASS A4 BENEFICIAL HOLDER BALLOT

1. The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Class A4 Beneficial Holder Ballot or in these instructions (the "Ballot Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Class A4 Beneficial Holder Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

3. Unless otherwise instructed by your Nominee, to ensure that your vote is counted, you must submit your Class A4 Beneficial Holder Ballot to your Nominee so that your Nominee can submit a Master Ballot that reflects your vote so that the Master Ballot is actually received by the Claims and Noticing Agent by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (a) complete the Class A4 Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Class A4 Beneficial Holder Ballot; and (c) sign and return the Class A4 Beneficial Holder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots by the Claims and Noticing Agent is **[[●], 2017], at 4:00 p.m.**, prevailing Central Time. Your completed Class A4 Beneficial Holder Ballot must be received by your Nominee in sufficient time to permit your Nominee to deliver your votes to the Claims and Noticing Agent on or before the Voting Deadline.

4. **The following Class A4 Ballots submitted to your Nominee will *not* be counted**:

   (a) any Class A4 Beneficial Holder Ballot that partially rejects and partially accepts the Plan;
   (b) Class A4 Beneficial Holder sent to the Debtors, the Debtors' agents, any indenture trustee, or the Debtors' financial or legal advisors;
   (c) Class A4 Beneficial Holder Ballots sent by facsimile or any electronic means other than in accordance with the instructions of your Nominee;
   (d) any Class A4 Beneficial Holder Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;
   (e) any Class A4 Beneficial Holder Ballot cast by an Entity that does not hold a Claim in Class A4;
   (f) any unsigned Class A4 Beneficial Holder Ballot;
   (g) any Class A4 Beneficial Holder Ballot submitted by a holder not entitled to vote pursuant to the Plan.
   (h) any non-original Class A4 Beneficial Holder Ballot; and/or
   (i) any Class A4 Beneficial Holder Ballot not marked to accept or reject the Plan or any Class A4 Ballot marked both to accept and reject the Plan.

5. If your Class A4 Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, it will not be counted unless the Debtors determine otherwise. In all cases, Beneficial Holders should allow sufficient time to assure timely delivery of your Class A4 Beneficial Holder Ballot to your Nominee. No Class A4 Beneficial Holder Ballot should be sent to any of the Debtors, the Debtors' agents, the Debtors' financial or legal advisors, and if so sent will not be counted.

6. If you deliver multiple Class A4 Beneficial Holder Ballots to the Nominee with respect to the same Claim prior to the Voting Deadline, the last received valid Class A4 Beneficial Holder Ballot timely received will supersede and revoke any earlier received Class A4 Beneficial Holder Ballots.

[CUSIP indicated on Exhibit A hereto]

7. You must vote all of your Claims within Class A4 either to accept or reject the Plan and may **not** split your vote. Further, if a holder has multiple Claims within Class A4, the Debtors may, in their discretion, aggregate the Claims of any particular holder with multiple Claims within Class A4 for the purpose of counting votes.

8. This Class A4 Beneficial Holder Ballot does ***not*** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

9. **Please be sure to sign and date your Class A4 Beneficial Holder Ballot**. If you are signing a Class A4 Beneficial Holder Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Class A4 Beneficial Holder Ballot.

10. If you hold Claims in more than one Class under the Plan you may receive more than one ballot coded for each different Class. Each ballot votes ***only*** your Claims indicated on that ballot, so please complete and return each ballot that you receive.

11. The Class A4 Beneficial Holder Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Claims and Noticing Agent will accept delivery of any such certificates or instruments surrendered together with a ballot.

PLEASE RETURN YOUR CLASS A4 BENEFICIAL HOLDER BALLOT PROMPTLY IN THE ENVELOPE PROVIDED OR OTHERWISE IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS CLASS A4 BENEFICIAL HOLDER BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT: (844) 794-3479 (TOLL FREE) OR (917) 962-8892 (INTERNATIONAL) OR EMAIL LINNBALLOTS@PRIMECLERK.COM.

IF THE NOTICE AND CLAIMS AGENT DOES NOT *ACTUALLY RECEIVE* THE CLASS A4 MASTER BALLOT FILED ON YOUR BEHALF ON OR BEFORE [[●], 2017], AT 4:00 P.M., PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS CLASS A4 BENEFICIAL HOLDER BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.

[CUSIP indicated on Exhibit A hereto]

EXHIBIT A

Your Nominee may have checked a box below to indicate the CUSIP to which this Beneficial Holder Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Ballot:

Class A4 (LINN Second Lien Notes Claims)		
☐		
☐		

SCHEDULE 3D

Form of Class A5 Master Ballot

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

In re:	)	Chapter 11
LINN ENERGY, LLC, *et al.*,[1]	)	Case No. 16-60040 (DRJ)
Debtors.	)	(Jointly Administered)

MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT 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

CLASS A5 HOLDERS OF LINN UNSECURED NOTES CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.

IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE NOTICE AND CLAIMS AGENT BY [[●], 2017], AT 4:00 P.M., PREVAILING CENTRAL TIME (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

The above-captioned debtors and debtors in possession other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (collectively, the "Debtors"), are soliciting votes with respect 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 may be amended from time to time, the "Plan") as set forth in the *Disclosure Statement for 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 may be amended from time to time, the "Disclosure Statement"). The Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on **[[●], 2016]** (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this master ballot (the "Master Ballot") because you are the Nominee (as defined below) of a Beneficial Holder[2] of Class A5 LINN Unsecured Notes Claims as of **[[●], 2016]** (the "Voting Record Date").

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a "Nominee"); or as the proxy holder of a Nominee for certain Beneficial Holders' Class A5 LINN Unsecured Notes Claims (the "Class A5 Claims"), to transmit to the Claims and Noticing Agent (as defined below) the votes of such Beneficial Holders in respect of their Class A5 Claims to accept or reject the Plan. This ballot may not be used for any purpose other than for submitting votes with respect to the Plan.

The rights and treatment for each Class are described in the Disclosure Statement, which was included in the package (the "Solicitation Package") you are receiving with this Master Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) Prime Clerk LLC (the "Claims and Noticing Agent") at no charge by: (i) accessing the Debtors' restructuring website at https://cases.primeclerk.com/linn; (ii) writing to the Claims and Noticing Agent at Linn Energy Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, NY 10022; (iii) calling the Claims and Noticing Agent at (844) 794-3479 (toll free) or (917) 962-8892 (international); or (iv) emailing linnballots@primeclerk.com; or (b) for a fee via PACER at http://www.txs.uscourts.gov.

This Master Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Master Ballot in error, please contact the Claims and Noticing Agent ***immediately*** at the address, telephone number, or email address set forth above.

YOUR VOTE ON THIS MASTER BALLOT FOR CERTAIN BENEFICIAL HOLDERS OF LINN UNSECURED NOTES CLAIMS IN CLASS A5 SHALL BE APPLIED TO EACH DEBTOR AGAINST WHOM SUCH BENEFICIAL HOLDERS HAVE A CLASS A5 CLAIM.

You are authorized to collect votes to accept or to reject the Plan from Beneficial holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial holders through online voting, by phone, facsimile, or other electronic means.

The Court may confirm the Plan and thereby bind all Holders of Claims and Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that the Claims and Noticing Agent ***actually receives*** it on or before the Voting Deadline.

THE VOTING DEADLINE IS ON [[●], 2017], AT 4:00 P.M., PREVAILING CENTRAL TIME.

Item 1. Certification of Authority to Vote.

The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

☐ Is a broker, bank, or other nominee for the Beneficial Holders of the aggregate principal amount of the Class A5 Claims listed in Item 2 below, and is the record holder of such bonds, or

☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal amount of Class A5 Claims listed in Item 2 below, or

---

[2] A "Beneficial Holder" means a beneficial owner of publicly-traded securities whose claims have not been satisfied prior to the Voting Record Date (as defined herein) pursuant to Bankruptcy Court order or otherwise, as reflected in the records maintained by the Nominees holding through DTC.

[CUSIP indicated on Exhibit A hereto]

☐ Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial owner, that is the registered holder of the aggregate principal amount of Class A5 Claims listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Beneficial Holders of the Class A5 Claims described in Item 2.

Item 2. Class A5 Claims Vote on Plan; Item 3. Releases
The undersigned transmits the following votes, and releases of Beneficial Holders of Class A5 Claims and certifies that the following Beneficial Holders of Class A5 Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of such Claims as of the Voting Record Date and have delivered to the undersigned, as Nominee, ballots (the "Ballots") casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each holder must vote all such Beneficial Holder's Class A5 Claims to accept or reject the Plan and may not split such vote. Any Beneficial Holder Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted. If the Beneficial Holder has checked the box on Item 4 of the Beneficial Holder Ballot pertaining to the releases by Holders of Claims and Interests, as detailed in Article VIII.E of the Plan, please place an X in the Item 3 column below.

Your Customer Account Number for Each Beneficial Holder of Class A5 Claims	**Principal Amount Held as of Voting Record Date**	**Item 2** **Indicate the vote cast on the Beneficial Holder Ballot by checking the appropriate box below.**			**Item 3** **If the box in Item 3 of the Ballot was completed, check the box in the column below**
		Accept the Plan	**Or**	**Reject the Plan**	
1	$	☐		☐	☐
2	$	☐		☐	☐
3	$	☐		☐	☐
4	$	☐		☐	☐
5	$	☐		☐	☐
6	$	☐		☐	☐
TOTALS	$				

Item 3. Other Class A5 Ballots Submitted by Beneficial Holders. The undersigned certifies that it has transcribed in the following table the information, if any, provided by the Beneficial Holders in Item 5 of the Beneficial Holder Ballot:

[CUSIP indicated on Exhibit A hereto]

YOUR customer account number and/or Customer Name for each Beneficial Holder who completed Item 5 of the Beneficial Holder Ballot.	Transcribe from Item 4 of the Beneficial Holder Ballot			
	Account Number	**Name of Registered Holder or Nominee**	**Principal Amount of other Class A5 LINN Unsecured Notes Claims**	**CUSIP of other Class A5 LINN Unsecured Notes Claims Votes**
1.			$	
2.			$	
3.			$	
4.			$	
5.			$	

Item 4. IMPORTANT INFORMATION REGARDING THIRD PARTY RELEASES.

YOU ARE AUTOMATICALLY DEEMED TO CONSENT TO THE PLAN'S RELEASE DESCRIBED IN THIS ITEM 4 BELOW **UNLESS** YOU EITHER (A) CHECK THE BOX TO OPT OUT OF SUCH PROVISION OR (B) VOTE TO REJECT THE PLAN.

IF YOU VOTE TO ACCEPT THE PLAN, OR ABSTAIN FROM VOTING ON THE PLAN, YOU WILL BE BOUND BY THE PLAN'S RELEASE DESCRIBED IN THIS ITEM 4 BELOW **UNLESS** YOU CHECK THE BOX TO OPT OUT OF SUCH PROVISION.

REGARDLESS OF WHETHER YOU ELECT TO OPT OUT OF THE PLAN'S RELEASE PROVISIONS, YOUR RECOVERY UNDER THE PLAN REMAINS UNAFFECTED.

The holder of the Class A5 LINN Unsecured Notes Claim set forth in Item 1 elects to (optional):

☐ **Opt Out of the Third Party Release.**

Article VIII.E of the Plan contains the following provision:

As of the Effective Date, each Releasing Party is deemed to have released and discharged each LINN Debtor, Reorganized LINN Debtor, and Released Party from any and all Claims and Causes of Action, including Claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), Reorganized LINN (including the formation thereof), the LINN Debtors' in- or out-of-court restructuring efforts, intercompany transactions (including dividends paid), transactions pursuant and/or related to LINN Credit Agreement, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, the LINN Second Lien Notes, the LINN Unsecured Notes, the LINN Rights Offerings, the LINN Backstop Agreement, the New Organizational Documents, the Reorganized LINN Registration Rights Agreement, the Cash Collateral Order (and any payments or transfers in connection therewith), the Cash Management Order, the LINN Intercreditor Agreement, any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the formulation, preparation, dissemination, negotiation, or Filing of the LINN RSA, the Original LINN RSA, the LINN Second Lien Settlement, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal

[CUSIP indicated on Exhibit A hereto]

opinion) created or entered into in connection with the LINN Second Lien Settlement, the LINN RSA, the Original LINN RSA, the Disclosure Statement, the Plan, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; *provided, however*, that except as expressly provided under the Plan, the foregoing releases shall not release obligations arising under agreements among the Releasing Parties and the Released Parties other than the Debtors (including, without limitation, the indemnification rights of the Indenture Trustees under the LINN Notes Indentures and related documentation), and shall not release claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence.

UNDER THE PLAN, "*RELEASING PARTIES*" MEANS, COLLECTIVELY, AND IN EACH CASE ONLY IN ITS CAPACITY AS SUCH: (A) EACH OF THE LINN DEBTORS AND THE REORGANIZED LINN DEBTORS; (B) THE COMMITTEE AND EACH OF ITS MEMBERS; (C) THE CONSENTING LINN CREDITORS; (D) THE LINN ADMINISTRATIVE AGENT; (E) THE LINN INDENTURE TRUSTEES; (F) THE LINN BACKSTOP PARTIES; (G) EACH OF THE LINN LENDERS; (H) THE COMMITTEE AND EACH OF ITS MEMBERS; (I) THE LINN CREDITOR REPRESENTATIVE; (J) WITHOUT LIMITING THE FOREGOING, EACH HOLDER OF A CLAIM AGAINST OR AN INTEREST IN THE LINN DEBTORS, IN EACH CASE OTHER THAN SUCH A HOLDER THAT HAS VOTED TO REJECT THE PLAN, IS A MEMBER OF A CLASS THAT IS DEEMED TO REJECT THE PLAN, OR HAS VOTED TO ACCEPT THE PLAN OR ABSTAINS FROM VOTING ON THE PLAN AND WHO EXPRESSLY OPTS OUT OF THE RELEASE PROVIDED BY THE PLAN; AND (K) WITH RESPECT TO EACH OF THE FOREGOING PARTIES UNDER (A) THROUGH (J), SUCH ENTITY AND ITS CURRENT AND FORMER AFFILIATES, AND SUCH ENTITIES' AND THEIR CURRENT AND FORMER AFFILIATES' CURRENT AND FORMER MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), PREDECESSORS, SUCCESSORS, AND ASSIGNS, SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE CURRENT AND FORMER MEMBERS, EQUITY HOLDERS, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH.

AS A "RELEASING PARTY" UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.E OF THE PLAN, AS SET FORTH ABOVE, UNLESS YOU EITHER (A) CHECKED THE BOX IN THIS ITEM 4 ABOVE TO OPT OUT OF SUCH RELEASES OR (B) VOTED TO REJECT THE PLAN (IN WHICH CASE YOU WILL AUTOMATICALLY BE DEEMED TO HAVE OPTED OUT OF SUCH RELEASES).

The holder of the Class A5 LINN Unsecured Notes Claim set forth in Item 1 elects to:

☐ **Opt Out** of the Third Party Release.

Item 5. Certifications.

Upon execution of this Master Ballot, the undersigned certifies that:

it has received a copy of the Disclosure Statement, the Plan, the Master Ballots, the Beneficial Holder Ballots, and the remainder of the Solicitation Package and has delivered the same to the Beneficial Holders of the Class A5 Claims listed in Item 2 above;

it has received a completed and signed Beneficial Holder Ballot from each Beneficial Holder listed in Item 2 of this Master Ballot;

[CUSIP indicated on Exhibit A hereto]

it is the registered holder of all Class A5 Claims listed in Item 2 above being voted, or

it has been authorized by each Beneficial Holder of Class A5 Claims listed in Item 2 above to vote on the Plan;

no other Master Ballots with respect to the same Class A5 Claims identified in Item 2 have been cast or, if any other Master Ballots have been cast with respect to such Claims, then any such earlier Master Ballots are hereby revoked;

it has properly disclosed: (a) the number of Beneficial Holder of Class A5 Claims who completed the Beneficial Holder Ballots; (b) the respective amounts of the Class A5 Claims owned, as the case may be, by each Beneficial Holder of Class A5 Claims who completed a Beneficial Holder Ballot; (c) each such Beneficial Holder of Class A5 Claims' respective vote concerning the Plan; (e) each such Beneficial Holder of Class A5 Claims' certification as to other Class A5 Claims voted; and (f) the customer account or other identification number for each such Beneficial Holder of Class A5 Claims; and

it will maintain ballots and evidence of separate transactions returned by Beneficial Holder of Class A5 Claims (whether properly completed or defective) for at least one (1) year after the Effective Date of the Plan and disclose all such information to the Bankruptcy Court or the Debtors, if so ordered.

Name of Nominee: _____
(Print or Type)

Participant Number:

_____

Name of Proxy Holder or Agent for Nominee (if applicable):

_____
(Print or Type)

_____

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

_____

_____

Date Completed: _____

Email Address: _____

[CUSIP indicated on Exhibit A hereto]

PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* IN THE ENVELOPE PROVIDED VIA FIRST CLASS MAIL, OVERNIGHT COURIER, HAND DELIVERY, OR VIA ELECTRONIC MAIL SERVICE TO:

Linn Energy, LLC
c/o Prime Clerk LLC
830 Third Avenue, 3rd Floor
New York, NY 10022
linnballots@primeclerk.com

IF THE NOTICE AND CLAIMS AGENT DOES NOT ***ACTUALLY RECEIVE*** THIS CLASS A5 MASTER BALLOT **ON OR BEFORE [[●], 2017], AT 4:00 P.M.,** PREVAILING CENTRAL TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), THE VOTES TRANSMITTED BY THIS CLASS A5 MASTER BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.

[CUSIP indicated on Exhibit A hereto]

Class A5 — LINN Unsecured Notes Claims

INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT

1. The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Master Ballot or in these instructions (the "Ballot Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Master Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS MASTER BALLOT.**

2. The Plan can be confirmed by the Court and thereby made binding upon the holders if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

3. You should immediately distribute the Beneficial Holder Ballots and the Solicitation Package to all Beneficial Holders of Class A5 Claims and take any action required to enable each such Beneficial Holder to vote timely the Claims that it holds. You may distribute the Solicitation Packages to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a beneficial ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means. Any Beneficial Holder Ballot returned to you by a Beneficial Holder of a Class A5 Claim shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to the Claims and Noticing Agent, a Master Ballot that reflects the vote of such Beneficial Holders by **[[●], 2017], at 4:00 p.m.**, prevailing Central Time or otherwise validate the Master Ballot in a manner acceptable to the Claims and Noticing Agent.

4. If you are transmitting the votes of any Beneficial Holder of Class A5 Claims other than yourself, you may either:

   (a) "Pre-validate" the individual Class A5 Unsecured Notes Claim Ballot contained in the Solicitation Package and then forward the Solicitation Package to the Beneficial Holder of the Class A5 Claim for voting within five (5) Business Days after the receipt by such Nominee of the Solicitation Package, with the Beneficial Holder then returning the individual Beneficial Holder Ballot directly to the Claims and Noticing Agent in the return envelope to be provided in the Solicitation Package. A Nominee "pre-validates" a Beneficial Holder's Ballot by signing the Beneficial Holder Ballot and including their DTC participant number; indicating the account number of the Beneficial Holder and the principal amount of Class A5 Claim held by the Nominee for such Beneficial Holder; and then forwarding the Beneficial Holder Ballot together with the Solicitation Package to the Beneficial Holder. The Beneficial Holder then completes the information requested on the Beneficial Holder Ballot and returns the Beneficial Holder Ballot directly to the Claims and Noticing Agent. A list of the Beneficial Holders to whom "pre-validated" Beneficial Holder Ballots were delivered should be maintained by Nominees for inspection for at least one year from the Effective Date; OR

   (b) Within five (5) Business Days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package to the Beneficial Holder of the Class A5 Claim for voting along with a return envelope provided by and addressed to the Nominee, with the Beneficial Holder then returning the individual Beneficial Holder Ballot to the Nominee. In such case, the Nominee will tabulate the votes of its respective owners on a Master Ballot that will be provided to the Nominee separately by the Claims and Noticing Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Claims

and Noticing Agent. The Nominee should advise the Beneficial Holder to return their individual Beneficial Holder Ballots to the Nominee by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Claims and Noticing Agent so that the Master Ballot is actually received by the Claims and Noticing Agent on or before the Voting Deadline.

5. With regard to any Beneficial Holder Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Claims and Noticing Agent by the Voting Deadline; and (d) retain such Beneficial Holder Ballots from Beneficial Holders, whether in hard copy or by electronic direction, in your files for a period of one year after the Effective Date of the Plan. You may be ordered to produce the Beneficial Holder Ballots to the Debtors or the Bankruptcy Court.

6. The Master Ballot ***must*** be returned to the Claims and Noticing Agent so as to be ***actually received*** by the Claims and Noticing Agent on or before the Voting Deadline. **The Voting Deadline is [[●], 2017], at 4:00 p.m.**, prevailing Central Time.

7. If a Master Ballot is received ***after*** the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the discretion of the Debtors. Additionally, **the following Master Ballots will *not* be counted**:

   (a) any Master Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;
   (b) any Master Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan;
   (c) any Master Ballot sent by facsimile or any electronic means other than electronic mail;
   (d) any unsigned Master Ballot;
   (e) any Master Ballot that does not contain an original signature provided however, that any Master Ballot submitted via electronic mail shall be deemed to contain an original signature;
   (f) any Master Ballot not marked to accept or reject the Plan; and
   (g) any Master Ballot submitted by any party not entitled to cast a vote with respect to the Plan.

8. The method of delivery of Master Ballots to the Claims and Noticing Agent is at the election and risk of each Nominee of Class A5 Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Noticing Agent ***actually receives*** the originally executed Master Ballot. In all cases, Beneficial Holders and Nominees should allow sufficient time to assure timely delivery.

9. If a Beneficial Holder or Nominee holds a Claim in a Voting Class against multiple Debtors, a vote on their Ballot will apply to all Debtors against whom such Beneficial Holder or Nominee has a Claim , as applicable, in that Voting Class.

10. If multiple Master Ballots are received from the same Nominee with respect to the same Beneficial Holder Ballot belonging to a Beneficial Holder of a Claim prior to the Voting Deadline, the latest, timely received, and properly completed Master Ballot will supersede and revoke any earlier received Master Ballots.

11. The Master Ballot does ***not*** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

12. **Please be sure to sign and date the Master Ballot**. You should indicate that you are signing a Master Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Ballot.

[CUSIP indicated on Exhibit A hereto]

13. If you are both the Nominee and the Beneficial Holder of any of the Class A5 Claims and you wish to vote such Class A5 Claims, you may return a Beneficial Holder Ballot or Master Ballot for such Class A5 Claims and you must vote your entire Class A5 Claims to either to accept or reject the Plan and may not split your vote. Accordingly, a Beneficial Holder Ballot, other than a Master Ballot with the votes of multiple Beneficial Holders, that partially rejects and partially accepts the Plan will not be counted.

14. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in a particular Class may be aggregated and treated as if such creditor held one Claim in such Class, and all votes related to such Claim may be treated as a single vote to accept or reject the Plan; *provided*, *however*, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity will be counted separately as a vote to accept or reject the Plan.

15. The following additional rules shall apply to Master Ballots:

    (a) Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such entities in the Class A5 Claims as of the Record Voting Date, as evidenced by the record and depository listings.

    (b) Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated holder Ballots, will not be counted in excess of the record amount of the Class A5 Claims held by such Nominee;

    (c) To the extent that conflicting votes or "over-votes" are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated holder Beneficial Holder Ballots, the Claims and Noticing Agent will attempt to reconcile discrepancies with the Nominee;

    (d) To the extent that over-votes on a Master Ballot or pre-validated holder Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Claims and Noticing Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated holder Ballots that contained the over-vote, but only to the extent of the Nominee's position in Class A5 Claims; and

    (e) For purposes of tabulating votes, each holder holding through a particular account will be deemed to have voted the principal amount relating its holding in that particular account, although the Claims and Noticing Agent may be asked to adjust such principal amount to reflect the claim amount.

PLEASE RETURN YOUR MASTER BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT: (844) 794-3479 (TOLL FREE) or (917) 962-8892 (INTERNATIONAL) OR EMAIL HTTPS://CASES.PRIMECLERK.COM/LINN.

IF THE NOTICE AND CLAIMS AGENT DOES NOT *ACTUALLY RECEIVE* THIS MASTER BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS [[●], 2017], AT 4:00 P.M. PREVAILING CENTRAL TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), THE VOTES TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.

[CUSIP indicated on Exhibit A hereto]

EXHIBIT A

Please check ONE box below to indicate the CUSIP to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto):

Class A5 (LINN Unsecured Notes Claims)		
☐		
☐		

SCHEDULE 3E

Form of Class A5 Beneficial Holder Ballot

[CUSIP indicated on Exhibit A hereto]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

In re:	)	Chapter 11
LINN ENERGY, LLC, *et al.*,[1]	)	Case No. 16-60040 (DRJ)
Debtors.	)	(Jointly Administered)

BENEFICIAL BALLOT FOR VOTING TO ACCEPT OR REJECT 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

CLASS A5 BALLOT FOR BENEFICIAL HOLDERS OF LINN UNSECURED NOTES CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.

IN ORDER FOR YOUR VOTE TO BE COUNTED, YOUR BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE NOTICE AND CLAIMS AGENT BY [[●], 2017], AT 4:00 P.M. PREVAILING CENTRAL TIME (THE "VOTING DEADLINE"). IF, HOWEVER, YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, YOU MUST FOLLOW THE DIRECTIONS OF YOUR NOMINEE TO CAST YOUR VOTE AND ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR VOTE AND TRANSMIT SUCH VOTE ON A MASTER BALLOT, WHICH MASTER BALLOT MUST BE RETURNED TO THE NOTICE AND CLAIMS AGENT BY THE VOTING DEADLINE IN ORDER FOR YOUR VOTE TO BE COUNTED.

The above-captioned debtors and debtors in possession other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (collectively, the "Debtors"), are soliciting votes with respect 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 may be amended from time to time, the "Plan") as set forth in the *Disclosure Statement for 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 may be amended from time to time, the "Disclosure Statement"). The Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on **[[●], 2016]** (the "Disclosure Statement Order").

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

[CUSIP indicated on Exhibit A hereto]

Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this Class A5 ballot for Beneficial Holders[2] (the "Class A5 Beneficial Holder Ballot") because you are a Beneficial Holder of a LINN Unsecured Notes Claim in Class A5 as of **[[●], 2016]** (the "Voting Record Date"). Accordingly, you have a right to vote to accept or reject the Plan. You can cast your vote through this Class A5 Beneficial Holder Ballot and return it to your broker, bank, or other nominee, or the agent of a broker, bank, or other nominee (each of the foregoing, a "Nominee"), in accordance with the instructions provided by your Nominee, who will then submit a master ballot (the "Master Ballot") on behalf of the Beneficial Holders of Class A5 Claims.

Your rights are described in the Disclosure Statement, which was included in the package (the "Solicitation Package") you are receiving with this Class A5 Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) Prime Clerk LLC (the "Claims and Noticing Agent") at no charge by: (i) accessing the Debtors' restructuring website at https://cases.primeclerk.com/linn; (ii) writing to the Claims and Noticing Agent at Linn Energy Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, NY 10022; (iii) calling the Claims and Noticing Agent at (844) 794-3479 (toll free) or (917) 962-8892 (international); or (iv) emailing linnballots@primeclerk.com; or (b) for a fee via PACER at http://www.txs.uscourts.gov.

This Class A5 Beneficial Holder Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Class A5 Beneficial Holder Ballot in error, or if you believe that you have received the wrong ballot, please contact the Claims and Noticing Agent ***immediately*** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class A5 LINN Unsecured Notes Claims, under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

In order for your vote to count, your Nominee must receive this Class A5 Beneficial Holder Ballot in sufficient time for your Nominee to include your vote on a Master Ballot that must be received by the Claims and Noticing Agent on or before the Voting Deadline, which is **[[●], 2017], at 4:00 p.m.**, prevailing Central Time. Please allow sufficient time for your vote to be included on the Master Ballot completed by your Nominee. If a Master Ballot recording your vote is not received by the Voting Deadline, and if the Voting Deadline is not extended, your vote will not count.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the beneficial holder of LINN Unsecured Note Claims in the following aggregate unpaid principal amount (insert amount in box below, unless otherwise completed by your Nominee):

$_____

[2] A "Beneficial Holder" means a beneficial owner of publicly-traded securities whose claims have not been satisfied prior to the Voting Record Date (as defined herein) pursuant to Bankruptcy Court order or otherwise, as reflected in the records maintained by the Nominees holding through DTC.

[CUSIP indicated on Exhibit A hereto]

Item 2. Vote on Plan.

The Beneficial Holder of the Class A5 LINN Unsecured Notes Claim against the Debtors set forth in Item 1 votes to (please check one):

☐ **ACCEPT** (vote FOR) the Plan	☐ **REJECT** (vote AGAINST) the Plan

Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.

Item 3. IMPORTANT INFORMATION REGARDING THIRD PARTY RELEASES.

YOU ARE AUTOMATICALLY DEEMED TO CONSENT TO THE PLAN'S RELEASE DESCRIBED IN THIS ITEM 3 BELOW **UNLESS** YOU EITHER (A) CHECK THE BOX TO OPT OUT OF SUCH PROVISION OR (B) VOTE TO REJECT THE PLAN.

IF YOU VOTE TO ACCEPT THE PLAN, OR ABSTAIN FROM VOTING ON THE PLAN, YOU WILL BE BOUND BY THE PLAN'S RELEASE DESCRIBED IN THIS ITEM 3 BELOW **UNLESS** YOU CHECK THE BOX TO OPT OUT OF SUCH PROVISION.

REGARDLESS OF WHETHER YOU ELECT TO OPT OUT OF THE PLAN'S RELEASE PROVISIONS, YOUR RECOVERY UNDER THE PLAN REMAINS UNAFFECTED.

The holder of the Class A5 LINN Unsecured Notes Claim set forth in Item 1 elects to (optional):

☐ **Opt Out of the Third Party Release.**

Article VIII.E of the Plan contains the following provision:

As of the Effective Date, each Releasing Party is deemed to have released and discharged each LINN Debtor, Reorganized LINN Debtor, and Released Party from any and all Claims and Causes of Action, including Claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), Reorganized LINN (including the formation thereof), the LINN Debtors' in- or out-of-court restructuring efforts, intercompany transactions (including dividends paid), transactions pursuant and/or related to LINN Credit Agreement, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, the LINN Second Lien Notes, the LINN Unsecured Notes, the LINN Rights Offerings, the LINN Backstop Agreement, the New Organizational Documents, the Reorganized LINN Registration Rights Agreement, the Cash Collateral Order (and any payments or transfers in connection therewith), the Cash Management Order, the LINN Intercreditor Agreement, any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the formulation, preparation, dissemination, negotiation, or Filing of the LINN RSA, the Original LINN RSA, the LINN Second Lien Settlement, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the LINN Second Lien Settlement, the LINN RSA, the Original LINN RSA, the Disclosure Statement, the Plan, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place

[CUSIP indicated on Exhibit A hereto]

on or before the Effective Date related or relating to the foregoing; *provided*, *however*, that except as expressly provided under the Plan, the foregoing releases shall not release obligations arising under agreements among the Releasing Parties and the Released Parties other than the Debtors (including, without limitation, the indemnification rights of the Indenture Trustees under the LINN Notes Indentures and related documentation), and shall not release claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence.

UNDER THE PLAN, "*RELEASING PARTIES*" MEANS, COLLECTIVELY, AND IN EACH CASE ONLY IN ITS CAPACITY AS SUCH: (A) EACH OF THE LINN DEBTORS AND THE REORGANIZED LINN DEBTORS; (B) THE COMMITTEE AND EACH OF ITS MEMBERS; (C) THE CONSENTING LINN CREDITORS; (D) THE LINN ADMINISTRATIVE AGENT; (E) THE LINN INDENTURE TRUSTEES; (F) THE LINN BACKSTOP PARTIES; (G) EACH OF THE LINN LENDERS; (H) THE COMMITTEE AND EACH OF ITS MEMBERS; (I) THE LINN CREDITOR REPRESENTATIVE; (J) WITHOUT LIMITING THE FOREGOING, EACH HOLDER OF A CLAIM AGAINST OR AN INTEREST IN THE LINN DEBTORS, IN EACH CASE OTHER THAN SUCH A HOLDER THAT HAS VOTED TO REJECT THE PLAN, IS A MEMBER OF A CLASS THAT IS DEEMED TO REJECT THE PLAN, OR HAS VOTED TO ACCEPT THE PLAN OR ABSTAINS FROM VOTING ON THE PLAN AND WHO EXPRESSLY OPTS OUT OF THE RELEASE PROVIDED BY THE PLAN; AND (K) WITH RESPECT TO EACH OF THE FOREGOING PARTIES UNDER (A) THROUGH (J), SUCH ENTITY AND ITS CURRENT AND FORMER AFFILIATES, AND SUCH ENTITIES' AND THEIR CURRENT AND FORMER AFFILIATES' CURRENT AND FORMER MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), PREDECESSORS, SUCCESSORS, AND ASSIGNS, SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE CURRENT AND FORMER MEMBERS, EQUITY HOLDERS, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH.

AS A "RELEASING PARTY" UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.E OF THE PLAN, AS SET FORTH ABOVE, UNLESS YOU EITHER (A) CHECKED THE BOX IN THIS ITEM 3 ABOVE TO OPT OUT OF SUCH RELEASES OR (B) VOTED TO REJECT THE PLAN (IN WHICH CASE YOU WILL AUTOMATICALLY BE DEEMED TO HAVE OPTED OUT OF SUCH RELEASES).

The holder of the Class A5 LINN Unsecured Notes Claim set forth in Item 1 elects to:

☐ **Opt Out** of the Third Party Release.

Item 4. Other Class A5 Beneficial Holder Ballots Submitted. By returning this Beneficial Holder Ballot, the Holder of the Class A5 LINN Unsecured Notes Claims identified in Item 1 certifies that (a) this Beneficial Holder Ballot is the only Beneficial Holder Ballot submitted for Notes Claims owned by such holder, except as identified in the following table, and (b) *all* Beneficial Holder Ballots submitted by the holder indicate the same vote to accept or reject the Plan that the holder has indicated in Item 2 of this Beneficial Holder Ballot (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS TABLE IF YOU HAVE VOTED OTHER CLASS A4 LINN SECOND LIEN NOTES CLAIMS ON OTHER BENEFICIAL HOLDER BALLOTS

Account Number	Name of Registered Holder or Nominee	Principal Amount of Other Class A5 LINN Unsecured Notes Claims	CUSIP of Other Class A5 LINN Unsecured Notes Claims
		$	
		$	
		$	
		$	

[CUSIP indicated on Exhibit A hereto]

Item 5. Certifications.

By signing this Class A5 Beneficial Holder Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

(a) that, as of the Voting Record Date, either: (i) the Entity is the holder of the LINN Unsecured Notes Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a holder of the Note Claims being voted;

(b) that the Entity (or in the case of an authorized signatory, the holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(c) that the Entity has cast the same vote with respect to all LINN Unsecured Notes Claims in a single Class; and

(d) that no other Class A5 Beneficial Holder Ballots with respect to the amount of the LINN Unsecured Notes Claims identified in Item 1 have been cast or, if any other Class A5 Beneficial Holder Ballots have been cast with respect to such LINN Unsecured Notes Claims, then any such earlier Class A5 Beneficial Holder Ballots are hereby revoked.

[CUSIP indicated on Exhibit A hereto]

Name of Holder:	_____ (Print or Type)
Signature:	_____
Name of Signatory:	_____ (If other than holder)
Title:	_____
Address:	_____
	_____
	_____
Telephone Number:	_____
Email:	_____
Date Completed:	_____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* IN THE ENVELOPE PROVIDED OR OTHERWISE IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE.

IF THE NOTICE AND CLAIMS AGENT DOES NOT ***ACTUALLY RECEIVE*** THE CLASS A5 MASTER BALLOT SUBMITTED ON YOUR BEHALF WHICH REFLECTS YOUR VOTE **ON OR BEFORE [[●], 2017], AT 4:00 P.M.** PREVAILING CENTRAL TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS CLASS A5 BENEFICIAL HOLDER BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.

[CUSIP indicated on Exhibit A hereto]

Class A5 — LINN Unsecured Notes Claims

INSTRUCTIONS FOR COMPLETING THIS CLASS A5 BENEFICIAL HOLDER BALLOT

1. The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Class A5 Beneficial Holder Ballot or in these instructions (the "Ballot Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Class A5 Beneficial Holder Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

3. Unless otherwise instructed by your Nominee, to ensure that your vote is counted, you must submit your Class A5 Beneficial Holder Ballot to your Nominee so that your Nominee can submit a Master Ballot that reflects your vote so that the Master Ballot is actually received by the Claims and Noticing Agent by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (a) complete the Class A5 Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Class A5 Beneficial Holder Ballot; and (c) sign and return the Class A5 Beneficial Holder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots by the Claims and Noticing Agent is **[[●], 2017], at 4:00 p.m.**, prevailing Central Time. Your completed Class A5 Beneficial Holder Ballot must be received by your Nominee in sufficient time to permit your Nominee to deliver your votes to the Claims and Noticing Agent on or before the Voting Deadline.

4. **The following Class A5 Ballots submitted to your Nominee will *not* be counted**:

   (a) any Class A5 Beneficial Holder Ballot that partially rejects and partially accepts the Plan;
   (b) Class A5 Beneficial Holder sent to the Debtors, the Debtors' agents, any indenture trustee, or the Debtors' financial or legal advisors;
   (c) Class A5 Beneficial Holder Ballots sent by facsimile or any electronic means other than in accordance with the instructions of your Nominee;
   (d) any Class A5 Beneficial Holder Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;
   (e) any Class A5 Beneficial Holder Ballot cast by an Entity that does not hold a Claim in Class A5;
   (f) any unsigned Class A5 Beneficial Holder Ballot;
   (g) any Class A5 Beneficial Holder Ballot submitted by a holder not entitled to vote pursuant to the Plan.
   (h) any non-original Class A5 Beneficial Holder Ballot; and/or
   (i) any Class A5 Beneficial Holder Ballot not marked to accept or reject the Plan or any Class A5 Ballot marked both to accept and reject the Plan.

5. If your Class A5 Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, it will not be counted unless the Debtors determine otherwise. In all cases, Beneficial Holders should allow sufficient time to assure timely delivery of your Class A5 Beneficial Holder Ballot to your Nominee. No Class A5 Beneficial Holder Ballot should be sent to any of the Debtors, the Debtors' agents, the Debtors' financial or legal advisors, and if so sent will not be counted.

6. If you deliver multiple Class A5 Beneficial Holder Ballots to the Nominee with respect to the same Claim prior to the Voting Deadline, the last received valid Class A5 Beneficial Holder Ballot timely received will supersede and revoke any earlier received Class A5 Beneficial Holder Ballots.

[CUSIP indicated on Exhibit A hereto]

7. You must vote all of your Claims within Class A5 either to accept or reject the Plan and may **not** split your vote. Further, if a holder has multiple Claims within Class A5, the Debtors may, in their discretion, aggregate the Claims of any particular holder with multiple Claims within Class A5 for the purpose of counting votes.

8. This Class A5 Beneficial Holder Ballot does ***not*** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

9. **Please be sure to sign and date your Class A5 Beneficial Holder Ballot**. If you are signing a Class A5 Beneficial Holder Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Class A5 Beneficial Holder Ballot.

10. If you hold Claims in more than one Class under the Plan you may receive more than one ballot coded for each different Class. Each ballot votes ***only*** your Claims indicated on that ballot, so please complete and return each ballot that you receive.

11. The Class A5 Beneficial Holder Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Claims and Noticing Agent will accept delivery of any such certificates or instruments surrendered together with a ballot.

PLEASE RETURN YOUR CLASS A5 BENEFICIAL HOLDER BALLOT PROMPTLY IN THE ENVELOPE PROVIDED OR OTHERWISE IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS CLASS A5 BENEFICIAL HOLDER BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT: (844) 794-3479 (TOLL FREE) OR (917) 962-8892 (INTERNATIONAL) OR EMAIL LINNBALLOTS@PRIMECLERK.COM.

IF THE NOTICE AND CLAIMS AGENT DOES NOT *ACTUALLY RECEIVE* THE CLASS A5 MASTER BALLOT FILED ON YOUR BEHALF ON OR BEFORE [[●], 2017], AT 4:00 P.M., PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS CLASS A5 BENEFICIAL HOLDER BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.

[CUSIP indicated on Exhibit A hereto]

EXHIBIT A

Your Nominee may have checked a box below to indicate the CUSIP to which this Beneficial Holder Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Ballot:

Class A5 (LINN Unsecured Notes Claims)		
☐		
☐		

[CUSIP indicated on Exhibit A hereto]

SCHEDULE 3F

Form of Class A6 Ballot

[CUSIP indicated on Exhibit A hereto]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

In re:	)	Chapter 11
LINN ENERGY, LLC, *et al.*,[1]	)	Case No. 16-60040 (DRJ)
Debtors.	)	(Jointly Administered)

BALLOT FOR VOTING TO ACCEPT OR REJECT 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

CLASS A6 BALLOT FOR HOLDERS OF LINN GENERAL UNSECURED CLAIMS

(UNSECURED NON-NOTE CLAIMS)

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.

IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE NOTICE AND CLAIMS AGENT BY [[●], 2017], AT 4:00 P.M., PREVAILING CENTRAL TIME (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

The above-captioned debtors and debtors in possession other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (collectively, the "Debtors"), are soliciting votes with respect 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 may be amended from time to time, the "Plan") as set forth in the *Disclosure Statement for 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 may be amended from time to time, the "Disclosure Statement"). The Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on **[[●], 2016]** (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

You are receiving this Class A6 ballot (this "Class A6 Non-Note Ballot") because you are a holder of a Class A6 LINN General Unsecured Claim that is an Unsecured Non-Note Claim in Class A6 as of **[[●], 2016]** (the "Voting Record Date"). Class A6 Unsecured Non-Note Claims include any Unsecured Claim against any LINN Debtor that is not otherwise paid in full during the Chapter 11 Cases pursuant to an order of the Bankruptcy Court and is not: (a) an Administrative Claim; (b) a Priority Tax Claim; (c) an Other LINN Priority Claim; (d) an Other LINN Secured Claim; (e) a LINN Lender Claim; (f) a LINN Second Lien Notes Claim; (g) a LINN Unsecured Notes Claim; (h) a LINN Intercompany Claim; or (i) a LINN Section 510(b) Claim. Accordingly, you have a right to vote to accept or reject the Plan.

Your rights are described in the Disclosure Statement, which was included in the package (the "Solicitation Package") you are receiving with this Class A6 Non-Note Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) Prime Clerk LLC (the "Claims and Noticing Agent") at no charge by: (i) accessing the Debtors' restructuring website at https://cases.primeclerk.com/linn; (ii) writing to the Claims and Noticing Agent at LINN Energy Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, NY 10022; (iii) calling the Claims and Noticing Agent at (844) 794-3479 (toll free) or (917) 962-8892 (international); or (iv) emailing linnballots@primeclerk.com; or (b) for a fee via PACER at http://www.txs.uscourts.gov.

This Class A6 Non-Note Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Class A6 Non-Note Ballot in error, or if you believe that you have received the wrong ballot, please contact the Claims and Noticing Agent ***immediately*** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class A6, LINN General Unsecured Claims, under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the holder of Unsecured Non-Note Claims in Class A6 in the following aggregate unpaid amount (insert amount in box below):

Amount: _____
Debtor: _____

Item 2. Vote on Plan.

The holder of the Class A6 LINN General Unsecured Claim against the Debtors set forth in Item 1 votes to (please check one):

☐ **ACCEPT** (vote FOR) the Plan	☐ **REJECT** (vote AGAINST) the Plan

The holder of the Class A6 General Unsecured Claim set forth in Item 1 elects to:

☐ **Opt Out.** The Class A6 General Unsecured Claim holder elects to reduce the amount of its Class A6 General Unsecured Claim to $2,500 and be treated as and receive the treatment provided in Section VII.D of the Plan for a LINN Convenience Class Claim .

YOUR CLAIM SHALL ONLY BE DEEMED TO BE A LINN CONVENIENCE CLASS CLAIM AND REDUCED TO $2,500 IF YOU CHECK THE OPT-OUT BOX IMMEDIATELY ABOVE IRRESPECTIVE OF WHETHER YOU (A) ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN (B) VOTE TO ACCEPT THE PLAN, (C) VOTE TO REJECT THE PLAN OR (D) FAIL TO SUBMIT A BALLOT BY THE VOTING DEADLINE.

Item 3. IMPORTANT INFORMATION REGARDING THIRD PARTY RELEASES.

YOU ARE AUTOMATICALLY DEEMED TO CONSENT TO THE PLAN'S RELEASE DESCRIBED IN THIS ITEM 3 BELOW **UNLESS** YOU EITHER (A) CHECK THE BOX TO OPT OUT OF SUCH PROVISION OR (B) VOTE TO REJECT THE PLAN.

IF YOU VOTE TO ACCEPT THE PLAN, OR ABSTAIN FROM VOTING ON THE PLAN, YOU WILL BE BOUND BY THE PLAN'S RELEASE DESCRIBED IN THIS ITEM 3 BELOW **UNLESS** YOU CHECK THE BOX TO OPT OUT OF SUCH PROVISION.

REGARDLESS OF WHETHER YOU ELECT TO OPT OUT OF THE PLAN'S RELEASE PROVISIONS, YOUR RECOVERY UNDER THE PLAN REMAINS UNAFFECTED.

The holder of the Class A6 LINN General Unsecured Claim set forth in Item 1 elects to (optional):

☐ **Opt Out of the Third Party Release.**

Article VIII.E of the Plan contains the following provision:

As of the Effective Date, each Releasing Party is deemed to have released and discharged each LINN Debtor, Reorganized LINN Debtor, and Released Party from any and all Claims and Causes of Action, including Claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), Reorganized LINN (including the formation thereof), the LINN Debtors' in- or out-of-court restructuring efforts, intercompany transactions (including dividends paid), transactions pursuant and/or related to LINN Credit Agreement, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, the LINN Second Lien Notes, the LINN Unsecured Notes, the LINN Rights Offerings, the LINN Backstop Agreement, the New Organizational Documents, the Reorganized LINN Registration Rights Agreement, the Cash Collateral Order (and any payments or transfers in connection therewith), the Cash Management Order, the LINN Intercreditor Agreement, any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the formulation, preparation, dissemination, negotiation, or Filing of the LINN RSA, the Original LINN RSA, the LINN Second Lien Settlement, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the LINN Backstop Commitment Letter, the LINN Backstop Agreement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the LINN Second Lien Settlement, the LINN RSA, the Original LINN RSA, the Disclosure Statement, the Plan, the LINN Exit Facility, Reorganized LINN Non-Conforming Term Notes, the LINN Rights Offerings, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place

on or before the Effective Date related or relating to the foregoing; *provided*, *however*, that except as expressly provided under the Plan, the foregoing releases shall not release obligations arising under agreements among the Releasing Parties and the Released Parties other than the Debtors (including, without limitation, the indemnification rights of the Indenture Trustees under the LINN Notes Indentures and related documentation), and shall not release claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence.

UNDER THE PLAN, "*RELEASING PARTIES*" MEANS, COLLECTIVELY, AND IN EACH CASE ONLY IN ITS CAPACITY AS SUCH: (A) EACH OF THE LINN DEBTORS AND THE REORGANIZED LINN DEBTORS; (B) THE COMMITTEE AND EACH OF ITS MEMBERS; (C) THE CONSENTING LINN CREDITORS; (D) THE LINN ADMINISTRATIVE AGENT; (E) THE LINN INDENTURE TRUSTEES; (F) THE LINN BACKSTOP PARTIES; (G) EACH OF THE LINN LENDERS; (H) THE COMMITTEE AND EACH OF ITS MEMBERS; (I) THE LINN CREDITOR REPRESENTATIVE; (J) WITHOUT LIMITING THE FOREGOING, EACH HOLDER OF A CLAIM AGAINST OR AN INTEREST IN THE LINN DEBTORS, IN EACH CASE OTHER THAN SUCH A HOLDER THAT HAS VOTED TO REJECT THE PLAN, IS A MEMBER OF A CLASS THAT IS DEEMED TO REJECT THE PLAN, OR HAS VOTED TO ACCEPT THE PLAN OR ABSTAINS FROM VOTING ON THE PLAN AND WHO EXPRESSLY OPTS OUT OF THE RELEASE PROVIDED BY THE PLAN; AND (K) WITH RESPECT TO EACH OF THE FOREGOING PARTIES UNDER (A) THROUGH (J), SUCH ENTITY AND ITS CURRENT AND FORMER AFFILIATES, AND SUCH ENTITIES' AND THEIR CURRENT AND FORMER AFFILIATES' CURRENT AND FORMER MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), PREDECESSORS, SUCCESSORS, AND ASSIGNS, SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE CURRENT AND FORMER MEMBERS, EQUITY HOLDERS, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH.

AS A "RELEASING PARTY" UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.E OF THE PLAN, AS SET FORTH ABOVE, UNLESS YOU EITHER (A) CHECKED THE BOX IN THIS ITEM 3 ABOVE TO OPT OUT OF SUCH RELEASES OR (B) VOTED TO REJECT THE PLAN (IN WHICH CASE YOU WILL AUTOMATICALLY BE DEEMED TO HAVE OPTED OUT OF SUCH RELEASES).

Item 4. Certifications.

By signing this Class A6 Non-Note Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

(a) that, as of the Voting Record Date, either: (i) the Entity is the holder of the LINN General Unsecured Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a Holder of the LINN General Unsecured Claims being voted;

(b) that the Entity (or in the case of an authorized signatory, the holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(c) that the Entity has cast the same vote with respect to all LINN General Unsecured Claims in a single Class; and

(d) that no other Class A6 Non-Note Ballots with respect to the amount of the General Unsecured Claims identified in Item 1 have been cast or, if any other Class A6 Non-Note Ballots have been cast with respect to such LINN General Unsecured Claims, then any such earlier Class A6 Non-Note Ballots are hereby revoked.

Name of Holder: _____
(Print or Type)

Signature: _____

Name of Signatory: _____
(If other than holder)

Title: _____

Address: _____

_____

_____

Telephone Number: _____

Email: _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR IN THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, HAND DELIVERY, OR HAND DELIVERY TO:

Linn Energy, LLC
c/o Prime Clerk LLC
830 Third Avenue, 3rd Floor
New York, NY 10022

In addition, to submit your Ballot via the Claims and Noticing Agent's online portal, please visit linnballots@primeclerk.com. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#:_____

The Claims and Noticing Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the Claims and Noticing Agent's online portal should NOT also submit a paper Ballot.

IF THE NOTICE AND CLAIMS AGENT DOES NOT ***ACTUALLY RECEIVE*** THIS CLASS A6 NON-NOTE BALLOT ON OR BEFORE **[[●], 2017] AT 4:00 P.M. PREVAILING CENTRAL TIME**, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS CLASS A6 NON-NOTE BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.

Class A6 — LINN General Unsecured Claims (Unsecured Non-Note Claims)

INSTRUCTIONS FOR COMPLETING THIS CLASS A6 NON-NOTE BALLOT

1. The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Class A6 Non-Note Ballot or in these instructions (the "Ballot Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Class A6 Non-Note Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

3. To ensure that your Class A6 Non-Note Ballot is counted, you ***must either***: (a) complete and submit this hard copy Class A6 Non-Note Ballot or (b) vote through the Debtors' online balloting portal accessible through the Debtors' case website https://cases.primeclerk.com/linn. **Ballots will not be accepted by facsimile or electronic means (other than the online portal).**

4. **Use of Hard Copy Ballot.** To ensure that your hard copy Class A6 Non-Note Ballot is counted, you must: (a) complete your Class A6 Non-Note Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Class A6 Non-Note Ballot; and (c) clearly sign and return your original Class A6 Non-Note Ballot in the enclosed pre-addressed, pre-paid envelope or via first class mail, overnight courier, or hand delivery to Linn Energy Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, NY 10022.

5. **Use of Online Ballot Portal**. To ensure that your electronic Class A6 Non-Note Ballot is counted, please follow the instructions of the Debtors' case administration website at https://cases.primeclerk.com/linn. You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online portal).**

6. Your Class A6 Non-Note Ballot ***must*** be returned to the Claims and Noticing Agent so as to be **actually received** by the Claims and Noticing Agent on or before the Voting Deadline. **The Voting Deadline is [[●], 2017], at 4:00 p.m.**, prevailing Central Time.

7. If a Class A6 Non-Note Ballot is received ***after*** the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the discretion of the Debtors. Additionally**, the following Class A6 Non-Note Ballots will *not* be counted**:

   (a) any Class A6 Non-Note Ballot that partially rejects and partially accepts the Plan;
   (b) Class A6 Non-Note Ballots sent to the Debtors, the Debtors' agents (other than the Claims and Noticing Agent), any indenture trustee, or the Debtors' financial or legal advisors;
   (c) Class A6 Non-Note Ballots sent by facsimile or any electronic means other than via the online portal;
   (d) any Class A6 Non-Note Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;
   (e) any Class A6 Non-Note Ballot cast by an Entity that does not hold a Claim in Class A6;
   (f) any Class A6 Non-Note Ballot submitted by a holder not entitled to vote pursuant on the Plan;
   (g) any unsigned Class A6 Non-Note Ballot;
   (h) any non-original Class A6 Non-Note Ballot; and/or
   (i) any Class A6 Non-Note Ballot not marked to accept or reject the Plan or any Class A6 Non-Note Ballot marked both to accept and reject the Plan.

8. The method of delivery of Class A6 Non-Note Ballots to the Claims and Noticing Agent is at the election and risk of each holder of a General Unsecured Claim. Except as otherwise provided herein, such delivery will be

deemed made only when the Claims and Noticing Agent ***actually receives*** the originally executed Class A6 Non-Note Ballot. In all cases, holders should allow sufficient time to assure timely delivery.

9. If multiple Class A6 Non-Note Ballots are received from the same holder of a LINN General Unsecured Claim with respect to the same Unsecured Non-Note Claim prior to the Voting Deadline, the latest, timely received, and properly completed Class A6 Non-Note Ballot will supersede and revoke any earlier received Class A6 Non-Note Ballots.

10. You must vote all of your General Unsecured Claims within Class A6 either to accept or reject the Plan and may ***not*** split your vote. Further, if a holder has multiple LINN General Unsecured Claims within Class A6, including Unsecured Non-Note Claims and Unsecured Note Claims, the Debtors may aggregate the Claims of any particular holder with multiple LINN General Unsecured Claims within Class A6 for the purpose of counting votes.

11. This Class A6 Non-Note Ballot does ***not*** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

12. **Please be sure to sign and date your Class A6 Non-Note Ballot**. If you are signing a Class A6 Non-Note Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Class A6 Non-Note Ballot.

13. If you hold Claims in more than one Class under the Plan you may receive more than one ballot coded for each different Class. Each ballot votes ***only*** your Claims indicated on that ballot, so please complete and return each ballot that you received.

PLEASE MAIL YOUR CLASS A6 NON-NOTE BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS CLASS A6 NON-NOTE BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT: (844) 794-3479 (TOLL FREE) OR (917) 962-8892 (INTERNATIONAL) OR EMAIL LINNBALLOTS@PRIMECLERK.COM.

IF THE NOTICE AND CLAIMS AGENT DOES NOT *ACTUALLY RECEIVE* THIS CLASS A6 NON-NOTE BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS [[●], 2017], AT 4:00 P.M. PREVAILING CENTRAL TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.

SCHEDULE 4

Form of Non-Impaired Non-Voting Status Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

In re:	)	Chapter 11
LINN ENERGY, LLC, *et al.*,[1]	)	Case No. 16-60040 (DRJ)
Debtors.	)	(Jointly Administered)

NOTICE OF NON-VOTING STATUS TO HOLDER OF UNIMPAIRED CLAIMS CONCLUSIVELY PRESUMED TO ACCEPT THE PLAN

PLEASE TAKE NOTICE THAT on **[[●], 2016]**, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order [Docket No.[●]] (the "Disclosure Statement Order"): (a) authorizing Linn Energy, LLC and its affiliated debtors and debtors in possession other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (collectively, the "Debtors"), to solicit acceptances for 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 modified, amended, or supplemented from time to time, the "Plan");[2] (b) approving the *Disclosure Statement for 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 "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages; and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT because of the nature and treatment of your Claim under the Plan, ***you are not entitled to vote on the Plan***. Specifically, under the terms of the Plan, as a holder of a Claim (as currently asserted against the Debtors) that is not Impaired and conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, you are ***not*** entitled to vote on the Plan.

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

[2] Capitalized terms not otherwise defined herein have the same meanings as set forth in the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the "Confirmation Hearing") will commence on **[[●], 2017], at 9:00 a.m.** prevailing Central Time, before the Honorable David R. Jones, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **[[●], 2017], at 4:00 p.m.**, prevailing Central Time (the "Plan Objection Deadline"). Any objection to the Plan ***must***: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be ***actually received*** on or before the Plan Objection Deadline:

Co-Counsel to the Debtors
Patricia B. Tomasco (TX Bar No. 01797600) Matthew D. Cavenaugh (TX Bar No. 24062656) Jennifer F. Wertz (TX Bar No. 24072822) **JACKSON WALKER L.L.P.** 1401 McKinney Street, Suite 1900 Houston, Texas 77010 Paul M. Basta, P.C. (admitted pro hac vice) Stephen E. Hessler, P.C. (admitted pro hac vice) Brian S. Lennon (admitted pro hac vice) **KIRKLAND & ELLIS LLP** 601 Lexington Avenue New York, New York 10022 -and- James H.M. Sprayregen, P.C. (admitted pro hac vice) Joseph M. Graham (admitted pro hac vice) Alexandra Schwarzman (admitted pro hac vice) **KIRKLAND & ELLIS LLP** 300 North LaSalle Chicago, Illinois 60654
U.S. Trustee
Hector Duran Office of the United States Trustee for the Southern District of Texas 515 Rusk Street, Suite 3516 Houston, Texas 77002

Counsel to the LINN Administrative Agent
James Donnell (TX Bar No. 05981300) **BAKER & MCKENZIE LLP** 452 Fifth Avenue New York, New York 10018 -and- Garry Jaunal **BAKER & MCKENZIE LLP** 300 East Randolph Street Chicago, IL 60601
Counsel to the LINN Second Lien Notes Trustee
Leah M. Eisenberg (admitted pro hac vice) **ARENT FOX LLP** 1675 Broadway New York, New York 10019
Counsel to LINN Unsecured Notes Trustee
Gerard Uzzi (admitted pro hac vice) David S. Cohen (admitted pro hac vice) Michael Price (admitted pro hac vice) **MILBANK, TWEED, HADLEY & MCCLOY LLP** 28 Liberty Street New York, New York 10005 -and- Todd C. Meyers (admitted pro hac vice) Robbin S. Rahman (admitted pro hac vice) **KILPATRICK TOWNSEND & STOCKTON LLP** 1100 Peachtree Street NE Atlanta, Georgia 30309 -and- Michael D. Warner Nicholas J. Brannick **COLE SCHOTZ P.C.** 301 Commerce Street, Suite 1700 Fort Worth, Texas 76102

Counsel to the Official Committee of Unsecured Creditors Appointed in These Chapter 11 Cases
Mark I. Bane (admitted pro hac vice) Keith H. Wofford (admitted pro hac vice) **ROPES & GRAY LLP** 1211 Avenue of the Americas New York, New York 10036 -and- John P. Melko (TX Bar No. 13919600) David S. Elder (TX Bar No. 06507700) Michael K. Riordan (TX Bar No. 24070502) **GARDERE WYNNE SEWELL LLP** 2000 Wells Fargo Plaza 1000 Louisiana Street Houston, Texas 77002

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Prime Clerk LLC, the notice and claims agent retained by the Debtors in the Chapter 11 Cases (the "Claims and Noticing Agent"), by: (a) calling the Debtors' restructuring hotline at (844) 794-3479 (toll free) or (917) 962-8892 (international); (b) visiting the Debtors' restructuring website at: https://cases.primeclerk.com/linn; (c) writing to Claims and Noticing Agent, Attn: Linn Energy Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, NY 10022; and/or (d) emailing linnballots@primeclerk.com. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: http://www.txs.uscourts.gov.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **ARTICLE VIII.E CONTAINS A THIRD-PARTY RELEASE**. PURSUANT TO THE PLAN YOU ARE DEEMED TO ACCEPT THE PLAN AND THEREFORE ARE DEEMED TO HAVE CONSENTED TO THE RELEASES SET FORTH IN ARTICLE VIII.E. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE NOTICE AND CLAIMS AGENT.

Respectfully Submitted,

Houston, Texas
Dated: [____], 2016

/s/ DRAFT

Patricia B. Tomasco (TX Bar No. 01797600)
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
JACKSON WALKER L.L.P.
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: ptomasco@jw.com
mcavenaugh@jw.com
jwertz@jw.com

-and-

Paul M. Basta, P.C. (admitted *pro hac vice*)
Stephen E. Hessler, P.C. (admitted *pro hac vice*)
Brian S. Lennon (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: paul.basta@kirkland.com
stephen.hessler@kirkland.com
brian.lennon@kirkland.com

- and -

James H.M. Sprayregen, P.C. (admitted *pro hac vice*)
Joseph M. Graham (admitted *pro hac vice*)
Alexandra Schwarzman (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: james.sprayregen@kirkland.com
joe.graham@kirkland.com
alexandra.schwarzman@kirkland.com

Co-Counsel to the Debtors and Debtors in Possession

SCHEDULE 5

Form of Impaired Non-Voting Status Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

In re:	)	Chapter 11
LINN ENERGY, LLC, *et al.*,[1]	)	Case No. 16-60040 (DRJ)
Debtors.	)	(Jointly Administered)

NOTICE OF NON-VOTING STATUS TO HOLDERS OF IMPAIRED CLAIMS AND EQUITY INTERESTS DEEMED TO REJECT THE PLAN

PLEASE TAKE NOTICE THAT on **[[●], 2016]**, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order [Docket No.[●]] (the "Disclosure Statement Order"): (a) authorizing Linn Energy, LLC and its affiliated debtors and debtors in possession other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (collectively, the "Debtors"), to solicit acceptances for 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 modified, amended, or supplemented from time to time, the "Plan");[2] (b) approving the *Disclosure Statement for 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 "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages; and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT because of the nature and treatment of your Claim or Interest under the Plan, ***you are not entitled to vote on the Plan***. Specifically, under the terms of the Plan, as a holder of a Claim or Interest (as currently asserted against the Debtors) that is receiving no distribution under the Plan, you are deemed to reject the Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote on the Plan.

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[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

[2] Capitalized terms not otherwise defined herein have the same meanings as set forth in the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the "Confirmation Hearing") will commence on **[[●], 2017], at 9:00 a.m.** prevailing Central Time, before the Honorable David R. Jones, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **[[●], 2017], at 4:00 p.m.** prevailing Central Time (the "Plan Objection Deadline"). Any objection to the Plan ***must***: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be ***actually received*** on or before Plan Objection Deadline:

Co-Counsel to the Debtors
Patricia B. Tomasco (TX Bar No. 01797600) Matthew D. Cavenaugh (TX Bar No. 24062656) Jennifer F. Wertz (TX Bar No. 24072822) **JACKSON WALKER L.L.P.** 1401 McKinney Street, Suite 1900 Houston, Texas 77010 Paul M. Basta, P.C. (admitted pro hac vice) Stephen E. Hessler, P.C. (admitted pro hac vice) Brian S. Lennon (admitted pro hac vice) **KIRKLAND & ELLIS LLP** 601 Lexington Avenue New York, New York 10022 -and- James H.M. Sprayregen, P.C. (admitted pro hac vice) Joseph M. Graham (admitted pro hac vice) Alexandra Schwarzman (admitted pro hac vice) **KIRKLAND & ELLIS LLP** 300 North LaSalle Chicago, Illinois 60654
U.S. Trustee
Hector Duran Office of the United States Trustee for the Southern District of Texas 515 Rusk Street, Suite 3516 Houston, Texas 77002

Counsel to the LINN Administrative Agent
James Donnell (TX Bar No. 05981300) **BAKER & MCKENZIE LLP** 452 Fifth Avenue New York, New York 10018 -and- Garry Jaunal **BAKER & MCKENZIE LLP** 300 East Randolph Street Chicago, IL 60601
Counsel to the LINN Second Lien Notes Trustee
Leah M. Eisenberg (admitted pro hac vice) **ARENT FOX LLP** 1675 Broadway New York, New York 10019
Counsel to LINN Unsecured Notes Trustee
Gerard Uzzi (admitted pro hac vice) David S. Cohen (admitted pro hac vice) Michael Price (admitted pro hac vice) **MILBANK, TWEED, HADLEY & MCCLOY LLP** 28 Liberty Street New York, New York 10005 -and- Todd C. Meyers (admitted pro hac vice) Robbin S. Rahman (admitted pro hac vice) **KILPATRICK TOWNSEND & STOCKTON LLP** 1100 Peachtree Street NE Atlanta, Georgia 30309 -and- Michael D. Warner Nicholas J. Brannick **COLE SCHOTZ P.C.** 301 Commerce Street, Suite 1700 Fort Worth, Texas 76102

Counsel to the Official Committee of Unsecured Creditors Appointed in These Chapter 11 Cases
Mark I. Bane (admitted pro hac vice) Keith H. Wofford (admitted pro hac vice) **ROPES & GRAY LLP** 1211 Avenue of the Americas New York, New York 10036 -and- John P. Melko (TX Bar No. 13919600) David S. Elder (TX Bar No. 06507700) Michael K. Riordan (TX Bar No. 24070502) **GARDERE WYNNE SEWELL LLP** 2000 Wells Fargo Plaza 1000 Louisiana Street Houston, Texas 77002

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Prime Clerk LLC, the notice and claims agent retained by the Debtors in the Chapter 11 Cases (the "Claims and Noticing Agent"), by: (a) calling the Debtors' restructuring hotline at (844) 794-3479 (toll free) or (917) 962-8892 (international); (b) visiting the Debtors' restructuring website at: https://cases.primeclerk.com/linn; (c) writing to Claims and Noticing Agent, Attn: Linn Energy Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, NY 10022; and/or (d) emailing linnballots@primeclerk.com. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: http://www.txs.uscourts.gov.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **ARTICLE VIII.E CONTAINS A THIRD-PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE NOTICE AND CLAIMS AGENT.

Respectfully Submitted,

Houston, Texas
Dated: [____], 2016

/s/ DRAFT

Patricia B. Tomasco (TX Bar No. 01797600)
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
JACKSON WALKER L.L.P.
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: ptomasco@jw.com
mcavenaugh@jw.com
jwertz@jw.com

-and-

Paul M. Basta, P.C. (admitted *pro hac vice*)
Stephen E. Hessler, P.C. (admitted *pro hac vice*)
Brian S. Lennon (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: paul.basta@kirkland.com
stephen.hessler@kirkland.com
brian.lennon@kirkland.com

- and -

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Joseph M. Graham (admitted *pro hac vice*)
Alexandra Schwarzman (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: james.sprayregen@kirkland.com
joe.graham@kirkland.com
alexandra.schwarzman@kirkland.com

Co-Counsel to the Debtors and Debtors in Possession

SCHEDULE 6

Form of Notice to Disputed Claim Holders

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

In re:	)	Chapter 11
LINN ENERGY, LLC, *et al.*,[1]	)	Case No. 16-60040 (DRJ)
Debtors.	)	(Jointly Administered)

NOTICE OF NON-VOTING STATUS WITH RESPECT TO DISPUTED CLAIMS

PLEASE TAKE NOTICE THAT on **[[●], 2016]**, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order [Docket No.[●]] (the "Disclosure Statement Order"): (a) authorizing Linn Energy, LLC and its affiliated debtors and debtors in possession other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (collectively, the "Debtors"), to solicit acceptances for 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 modified, amended, or supplemented from time to time, the "Plan");[2] (b) approving the *Disclosure Statement for 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 "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages; and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because you are the holder of a Claim that is subject to a pending objection by the Debtors. **You are not entitled to vote any disputed portion of your Claim on the Plan unless one or more of the following events have taken place before [[●], 2017] (the date that is two business days before the Voting Deadline)** (each, a "Resolution Event"):

1. an order of the Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

[2] Capitalized terms not otherwise defined herein have the same meanings as set forth in the Plan.

2. an order of the Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;

3. a stipulation or other agreement is executed between the holder of such Claim and the Debtors temporarily allowing the holder of such Claim to vote its Claim in an agreed upon amount; or

4. the pending objection to such Claim is voluntarily withdrawn by the objecting party.

Accordingly, this notice is being sent to you for informational purposes only.

PLEASE TAKE FURTHER NOTICE THAT the Disclosure Statement, Disclosure Statement Order, the Plan, and other documents and materials included in the Solicitation Package, except ballots, may be obtained at no charge from Prime Clerk LLC, the notice and claims agent retained by the Debtors in these chapter 11 cases (the "Claims and Noticing Agent") by: (a) calling the Debtors' restructuring hotline at (844) 794-3479 (toll free) or (917) 962-8892 (international); (b) visiting the Debtors' restructuring website at: https://cases.primeclerk.com/linn; (c) writing to the Claims and Noticing Agent, Attn: Linn Energy, LLC, c/o 830 Third Avenue, 3rd Floor, New York, NY 10022; and/or (d) emailing linnballots@primeclerk.com. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: http://www.txs.uscourts.gov.

PLEASE TAKE FURTHER NOTICE THAT if a Resolution Event occurs, then no later than one business day thereafter, the Claims and Noticing Agent shall distribute a ballot, and a pre-addressed, postage pre-paid envelope to you, which must be returned to the Claims and Noticing Agent no later than the Voting Deadline, which is on **[[●], 2017], at 4:00 p.m.**, prevailing Central Time.

PLEASE TAKE FURTHER NOTICE THAT if you have any questions about the status of any of your Claims, you should contact the Claims and Noticing Agent in accordance with the instructions provided above.

Respectfully Submitted,

Houston, Texas
Dated: [____], 2016

/s/ DRAFT

Patricia B. Tomasco (TX Bar No. 01797600)
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
JACKSON WALKER L.L.P.
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
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Email: ptomasco@jw.com
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-and-

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KIRKLAND & ELLIS LLP
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601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: paul.basta@kirkland.com
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brian.lennon@kirkland.com

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KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: james.sprayregen@kirkland.com
joe.graham@kirkland.com
alexandra.schwarzman@kirkland.com

Co-Counsel to the Debtors and Debtors in Possession

SCHEDULE 7

Form of Cover Letter

_____, 2016

RE: **In re Linn Energy, LLC, *et al.*,**
Chapter 11 Case No. 16-60040 (DRJ) (Jointly Administered)

TO ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN:

Linn Energy, LLC and its affiliated debtors and debtors in possession other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (collectively, the "Debtors")[1] each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas (the "Court") on May 11, 2016.

You have received this letter and the enclosed materials because you are entitled to vote on 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 modified, amended, or supplemented from time to time, the "Plan").[2] On **[[●], 2016]**, the Court entered an order (the "Disclosure Statement Order"): (a) authorizing the Debtors to solicit acceptances for the Plan; (b) approving the *Disclosure Statement for 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 "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

[2] Capitalized terms used but not otherwise defined herein have the meanings as set forth in the Plan.

(the "Solicitation Package"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan, and for filing objections to the Plan.

YOU ARE RECEIVING THIS LETTER BECAUSE YOU ARE ENTITLED TO VOTE ON THE PLAN. THEREFORE, YOU SHOULD READ THIS LETTER CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

In addition to this cover letter, the enclosed materials comprise your Solicitation Package, and were approved by the Court for distribution to Holders of Claims in connection with the solicitation of votes to accept the Plan. The Solicitation Package consists of the following:

a. a copy of the Solicitation and Voting Procedures;

b. a Ballot, together with detailed voting instructions and a pre-addressed, postage prepaid return envelope;

c. this letter;

d. the Disclosure Statement, as approved by the Bankruptcy Court (and exhibits thereto, including the Plan);

e. the Disclosure Statement Order (excluding the exhibits thereto, except the Solicitation and Voting Procedures);

f. the notice of the hearing to consider confirmation of the Plan; and

g. such other materials as the Court may direct.

Linn Energy, LLC (on behalf of itself and each of the other Debtors) has approved the filing of the Plan and the solicitation of votes to accept the Plan. The Debtors believe that the acceptance of the Plan is in the best interests of their estates, Holders of Claims, and all other parties in interest. Moreover, the Debtors believe that any alternative other than Confirmation of the Plan could result in extensive delays and increased administrative expenses, which, in turn, likely would result in smaller distributions (or no distributions) on account of Claims asserted in the Chapter 11 Cases.

THE DEBTORS STRONGLY URGE YOU TO PROPERLY AND TIMELY SUBMIT YOUR BALLOT CASTING A VOTE TO ACCEPT THE PLAN. BALLOTS SHOULD BE SUBMITTED IN ACCORDANCE WITH THE INSTRUCTIONS INDICATED ON YOUR BALLOT.

THE VOTING DEADLINE IS 4:00 P.M. PREVAILING CENTRAL TIME ON JANUARY 12, 2017

The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions, however, please feel free to contact Prime Clerk LLC, the notice and

claims agent retained by the Debtors in the Chapter 11 Cases (the "Claims and Noticing Agent"), by: (a) calling the Debtors' restructuring hotline at (844) 794-3479 (toll free) or (917) 962-8892 (international); (b) visiting the Debtors' restructuring website at: https://cases.primeclerk.com/linn; (c) writing to the Claims and Noticing Agent, Attn: Linn Energy, LLC, c/o Prime Clerk LLC 830 Third Avenue, 3rd Floor, New York, NY 10022; and/or (d) emailing linnballots@primeclerk.com. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: http://www.txs.uscourts.gov. Please be advised that the Claims and Noticing Agent is authorized to answer questions about, and provide additional copies of, the solicitation materials, but may ***not*** advise you as to whether you should vote to accept or reject the Plan or provide any legal advice.

Sincerely,

_____

Linn Energy, LLC on its own behalf and for each of the Debtors

SCHEDULE 8

Form of Confirmation Hearing Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

In re:	)	Chapter 11
LINN ENERGY, LLC, *et al.*,[1]	)	Case No. 16-60040 (DRJ)
Debtors.	)	(Jointly Administered)

NOTICE OF HEARING TO CONSIDER CONFIRMATION OF THE CHAPTER 11 PLAN FILED BY THE DEBTORS AND RELATED VOTING AND OBJECTION DEADLINES

PLEASE TAKE NOTICE THAT on **[[●], 2016]**, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order [Docket No.[●]] (the "Disclosure Statement Order"): (a) authorizing Linn Energy, LLC and its affiliated debtors and debtors in possession other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (collectively, the "Debtors"), to solicit acceptances for 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 modified, amended, or supplemented from time to time, the "Plan");[2] (b) approving the *Disclosure Statement for 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 "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages; and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the "Confirmation Hearing") will commence on **[[●], 2017], at 9:00 a.m.** prevailing Central Time, before the Honorable Judge David R. Jones, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street Houston, Texas 77002.

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

[2] Capitalized terms not otherwise defined herein have the same meanings as set forth in the Plan.

PLEASE BE ADVISED: THE CONFIRMATION HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE DEBTORS **WITHOUT FURTHER NOTICE** OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

Voting Record Date. The voting record date is **[[●], 2016]**, which is the date for determining which holders of Claims in Classes A3, A4, A5, A6, B3, B4, and B5 are entitled to vote on the Plan.

Voting Deadline. The deadline for voting on the Plan is on **[[●], 2017], at 4:00 p.m.** prevailing Central Time (the "Voting Deadline"). If you received a Solicitation Package, including a Ballot and intend to vote on the Plan you ***must***: (a) follow the instructions carefully; (b) complete ***all*** of the required information on the ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is ***actually received*** by the Debtors' notice and claims agent, Prime Clerk LLC (the "Claims and Noticing Agent") on or before the Voting Deadline. ***A failure to follow such instructions may disqualify your vote***.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **ARTICLE VIII.E CONTAINS A THIRD-PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

Plan Objection Deadline. The deadline for filing objections to the Plan is **[[●], 2017], at 4:00 p.m.,** prevailing Central Time (the "Plan Objection Deadline"). All objections to the relief sought at the Confirmation Hearing ***must***: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; ***and*** (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be ***actually received*** on or before the Plan Objection Deadline:

Co-Counsel to the Debtors
Patricia B. Tomasco (TX Bar No. 01797600) Matthew D. Cavenaugh (TX Bar No. 24062656) Jennifer F. Wertz (TX Bar No. 24072822) **JACKSON WALKER L.L.P.** 1401 McKinney Street, Suite 1900 Houston, Texas 77010 Paul M. Basta, P.C. (admitted pro hac vice) Stephen E. Hessler, P.C. (admitted pro hac vice) Brian S. Lennon (admitted pro hac vice) **KIRKLAND & ELLIS LLP** 601 Lexington Avenue New York, New York 10022 -and- James H.M. Sprayregen, P.C. (admitted pro hac vice) Joseph M. Graham (admitted pro hac vice) Alexandra Schwarzman (admitted pro hac vice) **KIRKLAND & ELLIS LLP** 300 North LaSalle Chicago, Illinois 60654
U.S. Trustee
Hector Duran Office of the United States Trustee for the Southern District of Texas 515 Rusk Street, Suite 3516 Houston, Texas 77002
Counsel to the LINN Administrative Agent
James Donnell (TX Bar No. 05981300) **BAKER & MCKENZIE LLP** 452 Fifth Avenue New York, New York 10018 -and- Garry Jaunal **BAKER & MCKENZIE LLP** 300 East Randolph Street Chicago, IL 60601

Counsel to the LINN Second Lien Notes Trustee
Leah M. Eisenberg (admitted pro hac vice) **ARENT FOX LLP** 1675 Broadway New York, New York 10019
Counsel to LINN Unsecured Notes Trustee
Gerard Uzzi (admitted pro hac vice) David S. Cohen (admitted pro hac vice) Michael Price (admitted pro hac vice) **MILBANK, TWEED, HADLEY & MCCLOY LLP** 28 Liberty Street New York, New York 10005 -and- Todd C. Meyers (admitted pro hac vice) Robbin S. Rahman (admitted pro hac vice) **KILPATRICK TOWNSEND & STOCKTON LLP** 1100 Peachtree Street NE Atlanta, Georgia 30309 -and- Michael D. Warner Nicholas J. Brannick **COLE SCHOTZ P.C.** 301 Commerce Street, Suite 1700 Fort Worth, Texas 76102
Counsel to the Official Committee of Unsecured Creditors Appointed in These Chapter 11 Cases
Mark I. Bane (admitted pro hac vice) Keith H. Wofford (admitted pro hac vice) **ROPES & GRAY LLP** 1211 Avenue of the Americas New York, New York 10036 -and- John P. Melko (TX Bar No. 13919600) David S. Elder (TX Bar No. 06507700) Michael K. Riordan (TX Bar No. 24070502) **GARDERE WYNNE SEWELL LLP** 2000 Wells Fargo Plaza 1000 Louisiana Street Houston, Texas 77002

ADDITIONAL INFORMATION

Obtaining Solicitation Materials. The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received a CD-ROM or flash drive), please feel free to contact the Debtors' Claims and Noticing Agent, by: (a) calling the Debtors' restructuring hotline at (844) 794-3479 (toll free) or (917) 962-8892 (international); (b) visiting the Debtors' restructuring website at: https://cases.primeclerk.com/linn; (c) writing to the Claims and Noticing Agent, Attn: Linn Energy Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, NY 10022; and/or (d) emailing linnballots@primeclerk.com. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: http://www.txs.uscourts.gov. Please be advised that the Claims and Noticing Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may ***not*** advise you as to whether you should vote to accept or reject the Plan or provide legal advice.

The Plan Supplement. The Debtors will file the Plan Supplement (as defined in the Plan) on or before **[[●], 2016]**, and will serve notice on all holders of Claims entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

BINDING NATURE OF THE PLAN:

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

Respectfully Submitted,

Houston, Texas
Dated: [____], 2016

/s/ DRAFT

Patricia B. Tomasco (TX Bar No. 01797600)
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
JACKSON WALKER L.L.P.
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: ptomasco@jw.com
mcavenaugh@jw.com
jwertz@jw.com

-and-

Paul M. Basta, P.C. (admitted *pro hac vice*)
Stephen E. Hessler, P.C. (admitted *pro hac vice*)
Brian S. Lennon (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: paul.basta@kirkland.com
stephen.hessler@kirkland.com
brian.lennon@kirkland.com

- and -

James H.M. Sprayregen, P.C. (admitted *pro hac vice*)
Joseph M. Graham (admitted *pro hac vice*)
Alexandra Schwarzman (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: james.sprayregen@kirkland.com
joe.graham@kirkland.com
alexandra.schwarzman@kirkland.com

Co-Counsel to the Debtors and Debtors in Possession

SCHEDULE 9

Form of Plan Supplement Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

In re:	)	Chapter 11
LINN ENERGY, LLC, *et al.*,[1]	)	Case No. 16-60040 (DRJ)
Debtors.	)	(Jointly Administered)

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on **[[●], 2016]**, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order [Docket No.[●]] (the "Disclosure Statement Order"): (a) authorizing Linn Energy, LLC and its affiliated debtors and debtors in possession other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (collectively, the "Debtors"), to solicit acceptances for 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 modified, amended, or supplemented from time to time, the "Plan");[2] (b) approving the *Disclosure Statement for 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 "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages; and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Disclosure Statement Order approving the Disclosure Statement, the Debtors filed the Plan Supplement with the Court on **[[●], 2016]** [Docket No. [●]]. The Plan Supplement contains the following documents (each as defined in the Plan): (a) the New Organizational Documents; (b) the Assumed Executory Contract and Unexpired Lease List; (c) the Rejected Executory Contract and Unexpired Lease List; (d) a list of retained Causes of Action; (e) the Reorganized LINN Employee Incentive Plan Agreements; (f) the LINN Backstop Agreement; (g) the Reorganized LINN Registration Rights Agreement; (h) the identity of the members of the

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

[2] Capitalized terms not otherwise defined herein have the same meanings as set forth in the Plan.

Reorganized Boards and management for the Reorganized Debtors; (i) the LINN Exit Facility Documents; (j) the Transition Services Agreement; (k) the Form Joint Operating Agreement; and (n) the LINN Unsecured Creditor Distribution Trust Agreement.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the "Confirmation Hearing") will commence on **[[●], 2017], at 9:00 a.m.** prevailing Central Time, before the Honorable David R. Jones, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **[[●], 2017], at 4:00 p.m.** prevailing Central Time (the "Plan Objection Deadline"). Any objection to the Plan ***must***: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be ***actually received*** on or before the Plan Objection Deadline:

Co-Counsel to the Debtors
Patricia B. Tomasco (TX Bar No. 01797600) Matthew D. Cavenaugh (TX Bar No. 24062656) Jennifer F. Wertz (TX Bar No. 24072822) **JACKSON WALKER L.L.P.** 1401 McKinney Street, Suite 1900 Houston, Texas 77010 Paul M. Basta, P.C. (admitted pro hac vice) Stephen E. Hessler, P.C. (admitted pro hac vice) Brian S. Lennon (admitted pro hac vice) **KIRKLAND & ELLIS LLP** 601 Lexington Avenue New York, New York 10022 -and- James H.M. Sprayregen, P.C. (admitted pro hac vice) Joseph M. Graham (admitted pro hac vice) Alexandra Schwarzman (admitted pro hac vice) **KIRKLAND & ELLIS LLP** 300 North LaSalle Chicago, Illinois 60654
U.S. Trustee
Hector Duran Office of the United States Trustee for the Southern District of Texas 515 Rusk Street, Suite 3516 Houston, Texas 77002

Counsel to the LINN Administrative Agent
James Donnell (TX Bar No. 05981300) **BAKER & MCKENZIE LLP** 452 Fifth Avenue New York, New York 10018 -and- Garry Jaunal **BAKER & MCKENZIE LLP** 300 East Randolph Street Chicago, IL 60601
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Leah M. Eisenberg (admitted pro hac vice) **ARENT FOX LLP** 1675 Broadway New York, New York 10019
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Counsel to the Official Committee of Unsecured Creditors Appointed in These Chapter 11 Cases
Mark I. Bane (admitted pro hac vice) Keith H. Wofford (admitted pro hac vice) **ROPES & GRAY LLP** 1211 Avenue of the Americas New York, New York 10036 -and- John P. Melko (TX Bar No. 13919600) David S. Elder (TX Bar No. 06507700) Michael K. Riordan (TX Bar No. 24070502) **GARDERE WYNNE SEWELL LLP** 2000 Wells Fargo Plaza 1000 Louisiana Street Houston, Texas 77002

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Prime Clerk LLC, the notice and claims agent retained by the Debtors in the Chapter 11 Cases (the "Claims and Noticing Agent"), by: (a) calling the Debtors' restructuring hotline at (844) 794-3479 (toll free) or (917) 962-8892 (international); (b) visiting the Debtors' restructuring website at: https://cases.primeclerk.com/linn; (c) writing to the Claims and Noticing Agent, Attn: Linn Energy Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, NY 10022; and/or (d) emailing linnballots@primeclerk.com. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: http://www.txs.uscourts.gov.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **ARTICLE VIII.E CONTAINS A THIRD-PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE NOTICE AND CLAIMS AGENT.

Respectfully Submitted,

Houston, Texas
Dated: [____], 2016

/s/ DRAFT

Patricia B. Tomasco (TX Bar No. 01797600)
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
JACKSON WALKER L.L.P.
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: ptomasco@jw.com
mcavenaugh@jw.com
jwertz@jw.com

-and-

Paul M. Basta, P.C. (admitted *pro hac vice*)
Stephen E. Hessler, P.C. (admitted *pro hac vice*)
Brian S. Lennon (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: paul.basta@kirkland.com
stephen.hessler@kirkland.com
brian.lennon@kirkland.com

- and -

James H.M. Sprayregen, P.C. (admitted *pro hac vice*)
Joseph M. Graham (admitted *pro hac vice*)
Alexandra Schwarzman (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: james.sprayregen@kirkland.com
joe.graham@kirkland.com
alexandra.schwarzman@kirkland.com

Co-Counsel to the Debtors and Debtors in Possession

SCHEDULE 10

Form of Notice of Assumption of Executory Contracts and Unexpired Leases

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

In re:	)	Chapter 11
LINN ENERGY, LLC, *et al.*,[1]	)	Case No. 16-60040 (DRJ)
Debtors.	)	(Jointly Administered)

NOTICE OF (A) EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED BY THE DEBTORS PURSUANT TO THE PLAN, (B) CURE AMOUNTS, IF ANY, AND (C) RELATED PROCEDURES IN CONNECTION THEREWITH

PLEASE TAKE NOTICE THAT on **[[●], 2016]**, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order [Docket No.[●]] (the "Disclosure Statement Order"): (a) authorizing Linn Energy, LLC and its affiliated debtors and debtors in possession other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (collectively, the "Debtors"), to solicit acceptances for 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 modified, amended, or supplemented from time to time, the "Plan");[2] (b) approving the *Disclosure Statement for 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 "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages; and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Debtors filed the *Assumed Executory Contract and Unexpired Lease List* [Docket No. [●]] (the "Assumption Schedule") with the Court as part of the Plan Supplement on **[[●], 2016]** as contemplated under the Plan. The determination to assume the agreements identified on the Assumption Schedule is subject to revision.

---

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

[2] Capitalized terms not otherwise defined herein have the same meanings as set forth in the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the "Confirmation Hearing") will commence on **[[●], 2017], at 9:00 a.m.** prevailing Central Time, before the Honorable David R. Jones, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because the Debtors' records reflect that you are a party to a contract that is listed on the Assumption Schedule. Therefore, you are advised to review carefully the information contained in this notice and the related provisions of the Plan, including the Assumption Schedule.

PLEASE TAKE FURTHER NOTICE that the Debtors are proposing to assume the Executory Contract(s) and Unexpired Lease(s) listed in **Exhibit A** attached hereto to which you are a party:[3]

PLEASE TAKE FURTHER NOTICE THAT section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption. Accordingly, the Debtors have conducted a thorough review of their books and records and have determined the amounts required to cure defaults, if any, under the Executory Contract(s) and Unexpired Lease(s), which amounts are listed in the table on **Exhibit A** attached hereto. Please note that if no amount is stated for a particular Executory Contract or Unexpired Lease, the Debtors believe that there is no cure amount outstanding for such contract or lease.

PLEASE TAKE FURTHER NOTICE THAT absent any pending dispute, the monetary amounts required to cure any existing defaults arising under the Executory Contract(s) and Unexpired Lease(s) identified on **Exhibit A** attached hereto will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by the Debtors in Cash on the Effective Date or as soon as reasonably practicable thereafter. In the event of a dispute, however, payment of the cure amount would be made following the entry of a final order(s) resolving the dispute and approving the assumption. If an objection to the proposed assumption or related cure amount is sustained by the Court, however, the Debtors may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming it.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan (including any assumption of an Executory Contract or Unexpired Lease as contemplated in the Plan Supplement) is **[[●], 2017], at 4:00 p.m.** prevailing Central Time (the "Plan Objection Deadline"). Any objection to the Plan ***must***: (a) be in writing; (b) conform to the Bankruptcy

[3] Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumption Schedule, nor anything contained in the Plan or each Debtor's schedule of assets and liabilities, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of assumption, that any Reorganized Debtor(s) has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Further, the Debtors expressly reserve the right to (a) remove any Executory Contract or Unexpired Lease from the Assumption Schedule and reject such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until and including 30 days after the Effective Date and (b) contest any Claim (or cure amount) asserted in connection with assumption of any Executory Contract or Unexpired Lease.

Rules, the Bankruptcy Local Rules and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be ***actually received*** on or before the Plan Objection Deadline:

Co-Counsel to the Debtors
Patricia B. Tomasco (TX Bar No. 01797600) Matthew D. Cavenaugh (TX Bar No. 24062656) Jennifer F. Wertz (TX Bar No. 24072822) **JACKSON WALKER L.L.P.** 1401 McKinney Street, Suite 1900 Houston, Texas 77010 Paul M. Basta, P.C. (admitted pro hac vice) Stephen E. Hessler, P.C. (admitted pro hac vice) Brian S. Lennon (admitted pro hac vice) **KIRKLAND & ELLIS LLP** 601 Lexington Avenue New York, New York 10022 -and- James H.M. Sprayregen, P.C. (admitted pro hac vice) Joseph M. Graham (admitted pro hac vice) Alexandra Schwarzman (admitted pro hac vice) **KIRKLAND & ELLIS LLP** 300 North LaSalle Chicago, Illinois 60654
U.S. Trustee
Hector Duran Office of the United States Trustee for the Southern District of Texas 515 Rusk Street, Suite 3516 Houston, Texas 77002
Counsel to the LINN Administrative Agent
James Donnell (TX Bar No. 05981300) **BAKER & MCKENZIE LLP** 452 Fifth Avenue New York, New York 10018 -and- Garry Jaunal **BAKER & MCKENZIE LLP** 300 East Randolph Street Chicago, IL 60601

Counsel to the LINN Second Lien Notes Trustee
Leah M. Eisenberg (admitted pro hac vice) **ARENT FOX LLP** 1675 Broadway New York, New York 10019
Counsel to LINN Unsecured Notes Trustee
Gerard Uzzi (admitted pro hac vice) David S. Cohen (admitted pro hac vice) Michael Price (admitted pro hac vice) **MILBANK, TWEED, HADLEY & MCCLOY LLP** 28 Liberty Street New York, New York 10005 -and- Todd C. Meyers (admitted pro hac vice) Robbin S. Rahman (admitted pro hac vice) **KILPATRICK TOWNSEND & STOCKTON LLP** 1100 Peachtree Street NE Atlanta, Georgia 30309 -and- Michael D. Warner Nicholas J. Brannick **COLE SCHOTZ P.C.** 301 Commerce Street, Suite 1700 Fort Worth, Texas 76102
Counsel to the Official Committee of Unsecured Creditors Appointed in These Chapter 11 Cases
Mark I. Bane (admitted pro hac vice) Keith H. Wofford (admitted pro hac vice) **ROPES & GRAY LLP** 1211 Avenue of the Americas New York, New York 10036 -and- John P. Melko (TX Bar No. 13919600) David S. Elder (TX Bar No. 06507700) Michael K. Riordan (TX Bar No. 24070502) **GARDERE WYNNE SEWELL LLP** 2000 Wells Fargo Plaza 1000 Louisiana Street Houston, Texas 77002

PLEASE TAKE FURTHER NOTICE THAT any objections to the Plan in connection with the assumption of the Executory Contract(s) and Unexpired Lease(s) identified above and/or related cure or adequate assurances proposed in connection with the Plan that remain unresolved as of the Confirmation Hearing will be heard at the Confirmation Hearing (or such other date as fixed by the Court).

PLEASE TAKE FURTHER NOTICE THAT ANY COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT FAILS TO OBJECT TIMELY TO THE PROPOSED ASSUMPTION OR CURE AMOUNT WILL BE DEEMED TO HAVE ASSENTED TO SUCH ASSUMPTION AND CURE AMOUNT.

PLEASE TAKE FURTHER NOTICE THAT ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION OR OTHER BANKRUPTCY-RELATED DEFAULTS, ARISING UNDER ANY ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE OF THE DEBTORS OR REORGANIZED DEBTORS ASSUME SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED SHALL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Prime Clerk LLC, the notice and claims agent retained by the Debtors in the Chapter 11 Cases (the "Claims and Noticing Agent"), by: (a) calling the Debtors' restructuring hotline at (844) 794-3479 (toll free) or (917) 962-8892 (international); (b) visiting the Debtors' restructuring website at: https://cases.primeclerk.com/linn; (c) writing to the Claims and Noticing Agent, Attn: Linn Energy, LLC, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, NY 10022; and/or (d) emailing linninfo@primeclerk.com. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: http://www.txs.uscourts.gov.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **ARTICLE VIII.E CONTAINS A THIRD-PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

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Respectfully Submitted,

Houston, Texas
Dated: [____], 2016

/s/ DRAFT

Patricia B. Tomasco (TX Bar No. 01797600)
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
JACKSON WALKER L.L.P.
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: ptomasco@jw.com
mcavenaugh@jw.com
jwertz@jw.com

-and-

Paul M. Basta, P.C. (admitted *pro hac vice*)
Stephen E. Hessler, P.C. (admitted *pro hac vice*)
Brian S. Lennon (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: paul.basta@kirkland.com
stephen.hessler@kirkland.com
brian.lennon@kirkland.com

- and -

James H.M. Sprayregen, P.C. (admitted *pro hac vice*)
Joseph M. Graham (admitted *pro hac vice*)
Alexandra Schwarzman (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: james.sprayregen@kirkland.com
joe.graham@kirkland.com
alexandra.schwarzman@kirkland.com

Co-Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Schedule of Contracts and Leases and Proposed Cure Cost

Debtor	Counterparty	Description of Assumed Contracts or Leases	Cure Cost

SCHEDULE 11

Form of Notice of Rejection of Executory Contracts and Unexpired Leases

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

In re:	)	Chapter 11
LINN ENERGY, LLC, *et al.*,[1]	)	Case No. 16-60040 (DRJ)
Debtors.	)	(Jointly Administered)

NOTICE REGARDING EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE REJECTED PURSUANT TO THE PLAN

PLEASE TAKE NOTICE THAT on **[[●], 2016]**, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order [Docket No.[●]] (the "Disclosure Statement Order"): (a) authorizing Linn Energy, LLC and its affiliated debtors and debtors in possession other than Linn Acquisition Company, LLC and Berry Petroleum Company, LLC (collectively, the "Debtors"), to solicit acceptances for 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 modified, amended, or supplemented from time to time, the "Plan");[2] (b) approving the *Disclosure Statement for 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 "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages; and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Debtors filed the *Rejected Executory Contract and Unexpired Lease List* [Docket No. [●]] (the "Rejection Schedule") with the Court as part of the Plan Supplement on **[[●], 2016]**, as contemplated under the Plan. The determination to reject the agreements identified on the Rejection Schedule is subject to revision.

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number are as follows: Linn Energy, LLC (7591); Berry Petroleum Company, LLC (9387); LinnCo, LLC (6623); Linn Acquisition Company, LLC (4791); Linn Energy Finance Corp. (5453); Linn Energy Holdings, LLC (6517); Linn Exploration & Production Michigan LLC (0738); Linn Exploration Midcontinent, LLC (3143); Linn Midstream, LLC (9707); Linn Midwest Energy LLC (1712); Linn Operating, Inc. (3530); Mid-Continent I, LLC (1812); Mid-Continent II, LLC (1869); Mid-Continent Holdings I, LLC (1686); Mid-Continent Holdings II, LLC (7129). The Debtors' principal offices are located at JPMorgan Chase Tower, 600 Travis Street, Houston, Texas 77002.

[2] Capitalized terms not otherwise defined herein have the same meanings as set forth in the Plan.

PLEASE TAKE FURTHER NOTICE THAT YOU ARE RECEIVING THIS NOTICE BECAUSE THE DEBTORS' RECORDS REFLECT THAT YOU ARE A PARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT WILL BE REJECTED PURSUANT TO THE PLAN. THEREFORE, YOU ARE ADVISED TO REVIEW CAREFULLY THE INFORMATION CONTAINED IN THIS NOTICE AND THE RELATED PROVISIONS OF THE PLAN.[3]

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the "Confirmation Hearing") will commence on **[[●], 2017], at 9:00 a.m.**, prevailing Central Time, before the Honorable David R. Jones, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE THAT all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed within 30 days after the later of: (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection; and (2) the effective date of such rejection. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors or the Reorganized Debtors, their Estates, or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Bankruptcy Court.**

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **[[●] 2017], at 4:00 p.m.** prevailing Central Time (the "Plan Objection Deadline"). Any objection to the Plan **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be actually received on or before the Plan Objection Deadline:

[3] Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejected Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. Further, the Debtors expressly reserve the right to (a) remove any Executory Contract or Unexpired Lease from the Rejection Schedule and assume such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until and including 30 days after the Effective Date and (b) contest any Claim asserted in connection with rejection of any Executory Contract or Unexpired Lease.

Co-Counsel to the Debtors
Patricia B. Tomasco (TX Bar No. 01797600) Matthew D. Cavenaugh (TX Bar No. 24062656) Jennifer F. Wertz (TX Bar No. 24072822) **JACKSON WALKER L.L.P.** 1401 McKinney Street, Suite 1900 Houston, Texas 77010 Paul M. Basta, P.C. (admitted pro hac vice) Stephen E. Hessler, P.C. (admitted pro hac vice) Brian S. Lennon (admitted pro hac vice) **KIRKLAND & ELLIS LLP** 601 Lexington Avenue New York, New York 10022 -and- James H.M. Sprayregen, P.C. (admitted pro hac vice) Joseph M. Graham (admitted pro hac vice) Alexandra Schwarzman (admitted pro hac vice) **KIRKLAND & ELLIS LLP** 300 North LaSalle Chicago, Illinois 60654
U.S. Trustee
Hector Duran Office of the United States Trustee for the Southern District of Texas 515 Rusk Street, Suite 3516 Houston, Texas 77002
Counsel to the LINN Administrative Agent
James Donnell (TX Bar No. 05981300) **BAKER & MCKENZIE LLP** 452 Fifth Avenue New York, New York 10018 -and- Garry Jaunal **BAKER & MCKENZIE LLP** 300 East Randolph Street Chicago, IL 60601

Counsel to the LINN Second Lien Notes Trustee
Leah M. Eisenberg (admitted pro hac vice) **ARENT FOX LLP** 1675 Broadway New York, New York 10019
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Respectfully Submitted,

Houston, Texas
Dated: [____], 2016

/s/ DRAFT

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Matthew D. Cavenaugh (TX Bar No. 24062656)
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JACKSON WALKER L.L.P.
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: ptomasco@jw.com
mcavenaugh@jw.com
jwertz@jw.com

-and-

Paul M. Basta, P.C. (admitted *pro hac vice*)
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KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: paul.basta@kirkland.com
stephen.hessler@kirkland.com
brian.lennon@kirkland.com

- and -

James H.M. Sprayregen, P.C. (admitted *pro hac vice*)
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Alexandra Schwarzman (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: james.sprayregen@kirkland.com
joe.graham@kirkland.com
alexandra.schwarzman@kirkland.com

Co-Counsel to the Debtors and Debtors in Possession

SCHEDULE 12

LINN Rights Offering Procedures

LINN ENERGY, LLC (THE "COMPANY"),
ON BEHALF OF AN ENTITY TO BE FORMED LATER

RIGHTS OFFERING PROCEDURES

Each Rights Offering Share (as defined below) is being distributed and issued by the Debtors without registration under the Securities Act of 1933, as amended (the "Securities Act")[1], in reliance upon the exemption provided in Section 1145 of the Bankruptcy Code. None of the LINN Rights or the Rights Offering Shares issuable upon exercise of such rights distributed pursuant to these Rights Offering Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for the offer and sale of a security.

The LINN Rights are not transferable, except as permitted by the LINN Backstop Agreement (with respect to the LINN Backstop Parties) or as agreed to by the Company and the Requisite Commitment Parties.

The Disclosure Statement (as defined below) has previously been distributed in connection with the Debtors' solicitation of votes to accept or reject the Plan (as defined below) and that document sets forth important information, including risk factors, that should be carefully read and considered by each Eligible Holder (as defined below) prior to making a decision to participate in the Rights Offerings. Additional copies of the Disclosure Statement are available upon request from the Subscription Agent.

The Rights Offerings are being conducted by the Company on behalf of Reorganized LINN in good faith and in compliance with the Bankruptcy Code. In accordance with Section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security offered or sold under the plan of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

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[1] **Terms used and not defined herein shall have the meaning assigned to them in 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 may be amended, modified, or supplemented from time to time, the "Plan").**

Eligible Holders should note the following times relating to the Rights Offerings:

Date	**Calendar Date**	**Event**
Record Date…….	December 16, 2016	The date and time fixed by the Company for the determination of the holders eligible to participate in the Rights Offerings.
Subscription Commencement Date ..	December 20, 2016	Commencement of the Rights Offerings.
Subscription Expiration Deadline …	4:00 p.m. Central Time on January 11, 2017	The deadline for Eligible Holders to subscribe for Rights Offering Shares. An Eligible Holder's applicable Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by the Eligible Holder's Nominee (as defined below) in sufficient time to allow such Nominee to deliver the Master Subscription Form to the Subscription Agent by the Subscription Expiration Deadline. Eligible Holders who are not LINN Backstop Parties must deliver the aggregate Purchase Price (as defined below) by the Subscription Expiration Deadline. Eligible Holders who are LINN Backstop Parties must deliver the aggregate Purchase Price no later than the deadline specified in the

	Funding Notice (as defined below) in accordance with the terms of the LINN Backstop Agreement.

To Eligible Holders and Nominees of Eligible Holders:

On October 21, 2016, the Debtors filed the Plan with the United States Bankruptcy Court for the Southern District of Texas, Victoria Division, and the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and Its Debtor Affiliates (*as may be amended from time to time in accordance with its terms, the "Disclosure Statement"). Pursuant to the Plan, each holder of an Allowed LINN Unsecured Notes Claim as of the Record Date (each such holder, an "Eligible Unsecured Holder") has a right to participate in the Unsecured Rights Offering (as defined below), and each holder of an Allowed LINN Second Lien Notes Claim as of the Record Date (each such holder, an "Eligible Secured Holder" and, together with the Eligible Unsecured Holders, "Eligible Holders") has a right to participate in the Secured Rights Offering (as defined below), in each case, in accordance with the terms and conditions of these Rights Offering Procedures. The Unsecured Rights Offering and the Secured Rights Offering are collectively referred to herein as the "Rights Offerings".

Pursuant to the Plan, each Eligible Unsecured Holder will receive rights to subscribe for its *pro rata* portion of a rights offering of Reorganized LINN Common Stock in an aggregate amount of $319,004,408 (the "Unsecured Rights Offering," and such shares, the "Unsecured Rights Offering Shares"), provided that it timely and properly executes and delivers its applicable Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent or its Nominee, as applicable, in advance of the Subscription Expiration Deadline. Each such Nominee will receive a Master Subscription Form which it shall use to summarize the LINN Rights exercised by each Eligible Unsecured Holder that timely returns the applicable properly filled out Beneficial Holder Subscription Form(s) to such Nominee. Beneficial Holder Subscription Forms should only be returned directly to the Subscription Agent if the Eligible Unsecured Holder is the direct holder of record on the books of the applicable indenture trustee and does not hold its LINN Unsecured Notes Claim through a Nominee.

Pursuant to the Plan, each Eligible Secured Holder will receive rights to subscribe for its *pro rata* portion of a rights offering of Reorganized LINN Common Stock in an aggregate amount of $210,995,592 (the "Secured Rights Offering," and such shares, the "Secured Rights Offering Shares" and, together with the Unsecured Rights Offering Shares, the "Rights Offering Shares"), provided that it timely and properly executes and delivers its applicable Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent or its Nominee, as applicable, in advance of the Subscription Expiration Deadline. Each such Nominee will receive a Master Subscription Form which it shall use to summarize the LINN Rights exercised by each Eligible Secured Holder that timely returns the applicable properly filled out Beneficial Holder Subscription Form(s) to such Nominee. Beneficial Holder Subscription Forms should only be returned directly to the Subscription Agent if the Eligible Secured Holder is the direct holder of record on the books of the applicable indenture trustee and does not hold its LINN Second Lien Notes Claim through a Nominee.

Please note that all Beneficial Holder Subscription Forms (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be returned to the applicable Nominee in sufficient time to allow such Nominee to process and deliver the Master Subscription Form and copies of all Beneficial Holder Subscription Forms, and the accompanying IRS Forms prior to the Subscription Expiration Deadline. To the extent of any discrepancy between the Master Subscription Form and the Beneficial Holder Subscription Form(s) regarding the Eligible Holder's principal amount, the Master Subscription Form shall govern. While the amount of time necessary for a Nominee to process and deliver the Master Subscription Form to the Subscription Agent will vary from Nominee to Nominee, Eligible Holders are urged to consult with their Nominees to determine the necessary deadline to return their Beneficial Holder Subscription Forms. Failure to submit such Beneficial Holder Subscription Forms on a timely basis will result in forfeiture of an Eligible Holder's rights to participate in the Rights Offerings. None of the Company, the Subscription Agent or any of the LINN Backstop Parties will have any liability for any such failure.

No Eligible Holder shall be entitled to participate in the Rights Offerings unless the aggregate Purchase Price (as defined below) for the Rights Offering Shares it subscribes for is received by the Subscription Agent (i) in the case of an Eligible Holder that is not a LINN Backstop Party, by the Subscription Expiration Deadline, and (ii) in the case of an Eligible Holder that is a LINN Backstop Party, no later than the deadline specified in a written notice (a "Funding Notice") delivered by or on behalf of the Debtors to the LINN Backstop Parties in accordance with Section 2.4 of the LINN Backstop Agreement (the "Backstop Funding Deadline"), provided that the LINN Backstop Parties may deposit their aggregate Purchase Price in the Escrow Account (as defined below), in accordance with the terms of the LINN Backstop Agreement. No interest is payable on any advanced funding of the Purchase Price. If the Rights Offerings are terminated for any reason, the aggregate Purchase Price previously received by the Subscription Agent will be returned to Eligible Holders as provided in Section 6 hereof. No interest will be paid on any returned Purchase Price. Any Eligible Holder who is not a LINN Backstop Party submitting payment via its Nominee must coordinate such payment with its Nominee in sufficient time to allow the Nominee to forward such payment to the Subscription Agent by the Subscription Expiration Deadline.

In order to participate in the Rights Offerings, an Eligible Holder must complete all of the steps outlined below. If all of the steps outlined below are not completed by the Subscription Expiration Deadline or the Backstop Funding Deadline, as applicable, an Eligible Holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offerings.

1. Rights Offerings

Eligible Unsecured Holders have the right, but not the obligation, to participate in the Unsecured Rights Offering, and Eligible Secured Holders have the right, but not the obligation, to participate in the Secured Rights Offering.

Eligible Unsecured Holders shall receive rights to subscribe for their *pro rata* portion of the Unsecured Rights Offering Shares, and Eligible Secured Holders shall receive rights to

subscribe for their pro rata portion of the Secured Rights Offering Shares.

Subject to the terms and conditions set forth in the Plan and these Rights Offering Procedures, each Eligible Unsecured Holder is entitled to subscribe for up to:

- [•] Unsecured Rights Offering Shares per $1,000 of Principal Amount of the 6.500% Senior Notes due May 2019;
- [•] Unsecured Rights Offering Shares per $1,000 of Principal Amount of the 6.250% Senior Notes due November 2019;
- [•] Unsecured Rights Offering Shares per $1,000 of Principal Amount of the 8.625% Senior Notes due April 2020;
- [•] Unsecured Rights Offering Shares per $1,000 of Principal Amount of the 7.750% Senior Notes due February 2021; or
- [•] Unsecured Rights Offering Shares per $1,000 of Principal Amount of the 6.500% Senior Notes due September 2021;

in each case at a purchase price of $[•] per share (the "Purchase Price"). **The difference in the number of Rights Offering Shares that an Eligible Unsecured Holder is entitled to subscribe for with respect to each series of LINN Unsecured Notes is to take into account the differing amounts of pre-petition accrued and unpaid interest thereon.**

Subject to the terms and conditions set forth in the Plan and these Rights Offering Procedures, each Eligible Secured Holder is entitled to subscribe for up to:

- [•] Secured Rights Offering Shares per $1,000 of Principal Amount of the 12.000% Senior Secured Second Lien Notes due December 2020;

at the Purchase Price. **The difference in the number of Rights Offering Shares that an Eligible Secured Holder is entitled to subscribe for with respect to the LINN Second Lien Notes compared to an Eligible Unsecured Holder is to take into account the differing amounts of pre-petition accrued and unpaid interest thereon as compared to the LINN Unsecured Notes and the amount of LINN Second Lien Notes Claims being allowed under the Plan being counted at double face value.**

There will be no over-subscription privilege in the Rights Offerings. Any Rights Offering Shares that are unsubscribed by the Eligible Holders entitled thereto will not be offered to other Eligible Holders but will be purchased by the applicable LINN Backstop Parties in accordance with the LINN Backstop Agreement. Subject to the terms and conditions of the LINN Backstop Agreement, each LINN Backstop Party is obligated to purchase its *pro rata* portion of the applicable Rights Offering Shares.

Any Eligible Holder that subscribes for Rights Offering Shares and is deemed to be an "underwriter" under Section 1145(b) of the Bankruptcy Code will be subject to restrictions under

the Securities Act on its ability to resell those securities. Resale restrictions are discussed in more detail in Article XII of the Disclosure Statement, entitled "Certain Securities Law Matters."

SUBJECT TO THE TERMS AND CONDITIONS OF THE RIGHTS OFFERING PROCEDURES AND THE LINN BACKSTOP AGREEMENT IN THE CASE OF ANY LINN BACKSTOP PARTY, ALL SUBSCRIPTIONS SET FORTH IN THE APPLICABLE BENEFICIAL HOLDER SUBSCRIPTION FORM(S) ARE IRREVOCABLE.

2. Subscription Period

The Rights Offerings will commence on the Subscription Commencement Date and will expire at the Subscription Expiration Deadline. Each Eligible Holder intending to purchase Rights Offering Shares in any Rights Offering must affirmatively elect to exercise its LINN Rights in the manner set forth in the applicable Subscription Form by the Subscription Expiration Deadline.

Any exercise of LINN Unsecured Rights by an Eligible Unsecured Holder after the Subscription Expiration Deadline will not be allowed and any purported exercise received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored, except that the Company shall have the discretion, with the consent of the members of the Steering Committee of the Ad Hoc Group of Unsecured Noteholders holding more than sixty-six and two-thirds percent (66-2/3%) of the Allowed LINN Unsecured Notes Claims held by all members of the Steering Committee of the Ad Hoc Group of Unsecured Noteholders at the time of the relevant determination (the "Unsecured Requisite Commitment Parties"), to allow any exercise of LINN Unsecured Rights after the Subscription Expiration Deadline.

Any exercise of LINN Secured Rights by an Eligible Secured Holder after the Subscription Expiration Deadline will not be allowed and any purported exercise received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored, except that the Company shall have the discretion, with the consent of the members of the Steering Committee of the Ad Hoc Group of Secured Noteholders holding more than sixty-six and two-thirds percent (66-2/3%) of the Allowed LINN Second Lien Notes Claims held by all members of the Steering Committee of the Ad Hoc Group of Secured Noteholders at the time of the relevant determination (the "Secured Requisite Commitment Parties" and together with the Unsecured Requisite Commitment Parties, the "Requisite Commitment Parties"), to allow any exercise of LINN Secured Rights after the Subscription Expiration Deadline.

The Subscription Expiration Deadline may be extended with the consent of the Requisite Commitment Parties, or as required by law.

3. Delivery of Subscription Documents

Each Eligible Holder may exercise all or any portion of such Eligible Holder's LINN Rights, but subject to the terms and conditions contained herein. In order to facilitate the exercise of the LINN Rights, beginning on the Subscription Commencement Date, the applicable Subscription Form and these Rights Offering Procedures will be sent to each Eligible Holder, together with appropriate instructions for the proper completion, due execution and timely delivery of the executed Subscription Form and the payment of the applicable aggregate Purchase Price for its Rights Offering Shares.

4. Exercise of LINN Rights

(a) In order to validly exercise its LINN Rights, each Eligible Holder that is not a LINN Backstop Party must:

i. return duly completed and executed applicable Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent or its Nominee, as applicable, so that, if applicable, such documents may be transmitted to the Subscription Agent by the Nominee, so that such documents are actually received by the Subscription Agent by the Subscription Expiration Deadline; and

ii. at the same time it returns its Beneficial Holder Subscription Form(s) to its Nominee, but in no event later than the Subscription Expiration Deadline, pay, or arrange for the payment by its Nominee of, the applicable Purchase Price to the Subscription Agent by wire transfer **ONLY** of immediately available funds in accordance with the instructions included in the applicable Beneficial Holder Subscription Form(s).

(b) In order to validly exercise its LINN Rights, each Eligible Holder that is a LINN Backstop Party must:

i. return duly completed and executed applicable Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent or its Nominee, as applicable so that, if applicable, such documents may be transmitted to the Subscription Agent by the Nominee, so that such documents are actually received by the Subscription Agent by the Subscription Expiration Deadline; and

ii. no later than the Backstop Funding Deadline, pay the applicable Purchase Price to the Subscription Agent or to the escrow account established and maintained by a third party satisfactory to the LINN Backstop Parties and the Company (the "Escrow Account") by wire transfer **ONLY** of immediately available funds in accordance with the wire instructions included in the Funding Notice.

ALL LINN BACKSTOP PARTIES MUST PAY THEIR APPLICABLE PURCHASE PRICE DIRECTLY TO THE SUBSCRIPTION AGENT OR TO THE ESCROW ACCOUNT, AS APPLICABLE, AND SHOULD NOT PAY THEIR NOMINEE(S).

(c) With respect to 4(a) and (b) above, each Eligible Holder must duly complete, execute and return the applicable Beneficial Holder Subscription Form(s) in accordance with the instructions herein to its Nominee in sufficient time to allow its Nominee to process its instructions and deliver to the Subscription Agent the Master Subscription Form, its completed Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), and, solely with respect to the Eligible Holders that are not LINN Backstop Parties, payment of the applicable Purchase Price, payable for the Rights Offering Shares elected to be purchased by such Eligible Holder, by the Subscription Expiration Deadline. Eligible Holders that are LINN Backstop Parties must deliver their payment of the applicable Purchase Price payable for the Rights Offering Shares elected to be purchased by such LINN Backstop Party directly to the Subscription Agent or to the Escrow Account, as applicable, no later than the Backstop Funding Deadline.

(d) In the event that the funds received by the Subscription Agent or the Escrow Account, as applicable, from any Eligible Holder do not correspond to the Purchase Price payable for the Rights Offering Shares elected to be purchased by such Eligible Holder, the number of the Rights Offering Shares deemed to be purchased by such Eligible Holder will be the lesser of (a) the number of the Rights Offering Shares elected to be purchased by such Eligible Holder and (b) a number of the Rights Offering Shares determined by dividing the amount of the funds received by the Purchase Price, in each case up to such Eligible Holder's *pro rata* portion of Rights Offering Shares.

(e) The cash paid to the Subscription Agent in accordance with these Rights Offering Procedures will be deposited and held by the Subscription Agent in a segregated account until released to the Debtors in connection with the settlement of the Rights Offerings on the Effective Date. The Subscription Agent may not use such cash for any other purpose prior to the Effective Date and may not encumber or permit such cash to be encumbered with any lien or similar encumbrance. The cash held by the Subscription Agent hereunder shall not be deemed part of the Debtors' bankruptcy estates.

5. Transfer Restriction; Revocation

The LINN Rights are not transferable, except as permitted by the LINN Backstop Agreement (with respect to the LINN Backstop Parties) or as agreed to by the Company and the Requisite Commitment Parties. If any LINN Rights are transferred by an Eligible Holder in contravention of the foregoing, the LINN Rights will be cancelled, and neither such Eligible Holder nor the purported transferee will receive any Rights Offering Shares otherwise purchasable on account of such transferred LINN Rights. Any Notes traded after the Record

Date will not be traded with the LINN Rights attached.

Once an Eligible Holder has properly exercised its LINN Rights, subject to the terms and conditions contained in these Rights Offering Procedures and the LINN Backstop Agreement in the case of any LINN Backstop Party, such exercise will be irrevocable.

6. Termination/Return of Payment

Unless the Effective Date has occurred, the Rights Offerings will be deemed automatically terminated without any action of any party upon the earlier of (i) termination of the Plan or rejection of the Plan by all classes entitled to vote, (ii) termination of the Restructuring Support Agreement in accordance with its terms, (iii) termination of the LINN Backstop Agreement in accordance with its terms and (iv) the Outside Date (as defined in the LINN Backstop Agreement) (as such date may be extended pursuant to the terms of the LINN Backstop Agreement). In the event the Rights Offerings are terminated, any payments received pursuant to these Rights Offering Procedures will be returned, without interest, to the applicable Eligible Holder as soon as reasonably practicable, but in any event, within six (6) Business Days after the date of termination.

7. Settlement of the Rights Offerings and Distribution of the Rights Offering Shares

The settlement of the Rights Offerings is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Rights Offering Procedures, and the simultaneous occurrence of the Effective Date. The Debtors intend that the Rights Offering Shares will be issued to the Eligible Holders and/or to any party that an Eligible Holder so designates in the Beneficial Holder Subscription Form(s), in book-entry form, and that DTC, or its nominee, will be the holder of record of such Rights Offering Shares. To the extent DTC is unwilling or unable to make the Rights Offering Shares eligible on the DTC system, the Rights Offering Shares will be issued directly to the Eligible Holder or its designee.

8. Fractional Shares

No fractional rights or Rights Offering Shares will be issued in the Rights Offerings. All share allocations (including each Eligible Holder's Rights Offering Shares) will be calculated and rounded down to the nearest whole share.

9. Validity of Exercise of LINN Rights

All questions concerning the timeliness, viability, form and eligibility of any exercise of LINN Rights will be determined in good faith by the Debtors in consultation with the Requisite Commitment Parties, and, if necessary, subject to a final and binding determination by the Bankruptcy Court. The Debtor, with the consent of the Requisite Commitment Parties, may waive or reject any defect or irregularity in, or permit such defect or irregularity to be corrected within such time as they may determine in good faith, the purported exercise of any LINN Rights. Subscription Forms will be deemed not to have been received or accepted until all

irregularities have been waived or cured within such time as the Debtors determine in good faith in consultation with the Requisite Commitment Parties.

Before exercising any LINN Rights, Eligible Holders should read the Disclosure Statement and the Plan for information relating to the Debtors and the risk factors to be considered.

All calculations, including, to the extent applicable, the calculation of (a)(i) the value of any Eligible Unsecured Holder's Allowed LINN Unsecured Notes Claims for the purposes of the Unsecured Rights Offering and (ii) any Eligible Unsecured Holder's Unsecured Rights Offering Shares, shall be made in good faith by the Company with the consent of the Unsecured Requisite Commitment Parties and (b)(i) the value of any Eligible Secured Holder's Allowed LINN Secured Notes Claims for the purposes of the Secured Rights Offering and (ii) any Eligible Secured Holder's Secured Rights Offering Shares, shall be made in good faith by the Company with the consent of the Secured Requisite Commitment Parties and in each case in accordance with any Claim amounts included in the Plan, and any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court.

10. Modification of Procedures

With the prior written consent of the Requisite Commitment Parties, the Debtors reserve the right to modify these Rights Offering Procedures, or adopt additional procedures consistent with these Rights Offering Procedures to effectuate the Rights Offerings and to issue the Rights Offering Shares, provided, however, that the Debtors shall provide prompt written notice to each Eligible Holder of any material modification to these Rights Offering Procedures made after the Subscription Commencement Date, provided further that any amendments or modifications to the terms of the Rights Offerings are subject to the provisions of Section 10.7 of the LINN Backstop Agreement. In so doing, and subject to the consent of the Requisite Commitment Parties, the Debtors may execute and enter into agreements and take further action that the Debtors determine in good faith is necessary and appropriate to effectuate and implement the Rights Offerings and the issuance of the Rights Offering Shares.

The Debtors shall undertake reasonable procedures to confirm that each participant in the Rights Offerings is in fact an Eligible Holder.

11. Inquiries And Transmittal of Documents; Subscription Agent

The Rights Offering Instructions for Eligible Holders attached hereto should be carefully read and strictly followed by the Eligible Holders.

Questions relating to the Rights Offerings should be directed to the Subscription Agent via email to linnballots@primeclerk.com (please reference "LINN Rights Offering" in the subject line) or at the following phone number: (844) 794-3479.

The risk of non-delivery of all documents and payments to the Subscription Agent, the Escrow Account and any Nominee is on the Eligible Holder electing to exercise its LINN Rights and not the Debtors, the Subscription Agent, or the LINN Backstop Parties.

LINN ENERGY, LLC,
ON BEHALF OF AN ENTITY TO BE FORMED LATER

RIGHTS OFFERING INSTRUCTIONS FOR ELIGIBLE HOLDERS

Terms used and not defined herein shall have the meaning assigned to them in the Plan.

To elect to participate in the Rights Offerings, you must follow the instructions set out below:

1. **Insert** the principal amount of the Allowed LINN Unsecured Notes Claims or Allowed LINN Second Lien Notes Claims, as applicable, that you held as of the Record Date in Item 1 of your applicable Beneficial Holder Subscription Form(s) (if you do not know such amount, please contact your Nominee immediately).

2. **Complete** the calculation in Item 2a of your applicable Beneficial Holder Subscription Form(s), which calculates the maximum number of Rights Offering Shares available for you to purchase. Such amount must be rounded down to the nearest whole share.

3. **Complete** the calculation in Item 2b of your applicable Beneficial Holder Subscription Form(s) to indicate the number of Rights Offering Shares that you elect to purchase and calculate the aggregate Purchase Price for the Rights Offering Shares that you elect to purchase.

4. **Confirm** whether you are a LINN Backstop Party pursuant to the representation in Item 3 of your applicable Beneficial Holder Subscription Form(s). (*This section is only for LINN Backstop Parties, each of whom is aware of their status as a LINN Backstop Party*).

5. **Read, complete and sign** the certification in Item 5 of your applicable Beneficial Holder Subscription Form(s). Such execution shall indicate your acceptance and approval of the terms and conditions set forth in these Rights Offering Procedures.

6. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.

7. **Return** your applicable signed Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to your Nominee in sufficient time to allow your Nominee to process your instructions and prepare and deliver the Master Subscription Form to the Subscription Agent by the Subscription Expiration Deadline.

8. **Arrange for full payment** of the aggregate Purchase Price by wire transfer of immediately available funds, calculated in accordance with Item 2b of your applicable Beneficial Holder Subscription Form(s). For Eligible Holders that are not LINN Backstop Parties, please instruct your Nominee to coordinate payment of the Purchase

Price and transmit and deliver such payment to the Subscription Agent by the Subscription Expiration Deadline. An Eligible Holder that is not a LINN Backstop Party should follow the payment instructions as provided in the Master Subscription Form. Any LINN Backstop Party should follow the payment instructions that will be provided in the Funding Notice, except to the extent of any aggregate Purchase Price previously paid by such Eligible Holder to the Subscription Agent or the Escrow Account in accordance with the terms of the LINN Backstop Agreement.

The Subscription Expiration Deadline is 4:00 p.m. Central Time on January 11, 2017.

Please note that the Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by your broker, bank, commercial bank, transfer agent, trust company, dealer, or other agent or nominee (as applicable, the "Nominee") in sufficient time to allow such Nominee to process and deliver the Master Subscription Form to the Subscription Agent, by the Subscription Expiration Deadline, along with the appropriate funding (with respect to Eligible Holders that are not LINN Backstop Parties) or the subscription represented by your applicable Beneficial Holder Subscription Form(s) will not be counted and you will be deemed forever to have relinquished and waived your right to participate in the Rights Offerings.

Eligible Holders that are LINN Backstop Parties must deliver the appropriate funding directly to the Subscription Agent or to the Escrow Account, as applicable, pursuant to the Funding Notice (except to the extent of any funding previously provided by any such Eligible Holder to the Subscription Agent or the Escrow Account in accordance with the terms of the LINN Backstop Agreement) no later than the Backstop Funding Deadline.

SCHEDULE 13

LINN Secured Rights Offering Materials

LINN ENERGY, LLC,
ON BEHALF OF AN ENTITY TO BE FORMED AT A LATER DATE

BENEFICIAL HOLDER SUBSCRIPTION FORM
FOR SECURED RIGHTS OFFERING

FOR USE BY ELIGIBLE SECURED HOLDERS OF
12.000% SENIOR SECURED SECOND LIEN NOTES DUE DECEMBER 2020

IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED [•], 2016

SUBSCRIPTION EXPIRATION DEADLINE

The Subscription Expiration Deadline is 4:00 p.m. Central Time on January 11, 2017.

Please note that your Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by your Nominee in sufficient time to allow such Nominee to deliver the Master Subscription Form, along with completing wire transfer of the aggregate Purchase Price with respect to Eligible Secured Holders that are not LINN Backstop Parties to the Subscription Agent by the Subscription Expiration Deadline or the subscription represented by your Beneficial Holder Subscription Form will not be counted and will be deemed forever relinquished and waived.

Eligible Secured Holders that are LINN Backstop Parties must deliver the appropriate funding directly to the Subscription Agent or the Escrow Account, as applicable, (except to the extent of any funding previously provided by any such Eligible Secured Holder to the Subscription Agent or the Escrow Account in accordance with the terms of the LINN Backstop Agreement) no later than the deadline specified in the Funding Notice (the "Backstop Funding Deadline").

The Secured Rights Offering Shares are being distributed and issued by the Debtors without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption provided in section 1145 of the Bankruptcy Code.

None of the Secured Rights Offering Shares have been registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security.

Please consult the Plan, the Disclosure Statement and the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) for additional information with respect to this Beneficial Holder Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan or the Rights Offering Procedures.

If you have any questions, please contact the Subscription Agent via email to

linnballots@primeclerk.com (please reference "LINN Rights Offering" in the subject line), or at the following phone number: (844) 794-3479.

The record date for the Secured Rights Offering is December 16, 2016 (the "Record Date").

Item 1. Amount of Notes.

I certify that I am a beneficial holder of 12.000% Senior Secured Second Lien Notes due December 2020 (the "Notes") issued by Linn Energy, LLC in the following principal amount as of the Record Date (insert amount on the lines below) or that I am the authorized signatory of that beneficial holder. For purposes of this Beneficial Holder Subscription Form, do not adjust the principal (face) amount for any accrued or unmatured interest. Accrued prepetition interest is accounted for in the multiplier set forth in Item 2a below. (If a Nominee holds your Notes on your behalf and you do not know the principal amount, please contact your Nominee immediately.)

Insert principal amount of 12.000% Senior Secured Second Lien Notes due December 2020 held as of the Record Date.

_____

Item 2. Rights.

2a. Calculation of Maximum Number of Secured Rights Offering Shares. The maximum number of Secured Rights Offering Shares for which you may subscribe is calculated as follows:

_____ (Insert Principal Amount from Item 1 above)	X	[•]	=	_____ (Maximum Number of Secured Rights Offering Shares) (Round down to nearest whole number)

Each Eligible Secured Holder is entitled to subscribe for [•] Secured Rights Offering Shares per $1,000 of principal amount of the Notes (the "Maximum Participation Amount"), subject to the individual limits included in the calculations in the table above. To subscribe, fill out Items 1, 2a, 2b and 3, read Item 4 and read and complete Item 5 below.

2b. Purchase Price. By filling in the following blanks, you are indicating that the undersigned Eligible Secured Holder is interested in purchasing the number of Secured Rights Offering Shares specified below (specify a number of Secured Rights Offering Shares, which is not greater than the Maximum Participation Amount calculated in Item 2a above), on the terms and subject to the conditions set forth in the Rights Offering Procedures.

_____ (Indicate number of Secured Rights Offering Shares you elect to purchase) (Cannot exceed the Maximum Participation Amount)	X	$[•]	=	$_____ Aggregate Purchase Price

Item 3. LINN Backstop Party Representation.
(*This section is **only** for LINN Backstop Parties, each of whom is aware of its status as a LINN Backstop Party. Please note that checking the box below if you are not a LINN Backstop Party may result in forfeiture of your rights to participate in the Secured Rights Offering*).

☐ I am a LINN Backstop Party identified in the LINN Backstop Agreement dated as of October 25, 2016 among Linn Energy, LLC and the LINN Backstop Parties signatory thereto (the "LINN Backstop Agreement").

Item 4. Payment and Delivery Instructions

For Eligible Secured Holders that did not check the box in Item 3, payment of the aggregate Purchase Price calculated pursuant to Item 2b above shall be made by wire transfer ONLY of immediately available funds in accordance with the procedures of your Nominee.

For Eligible Secured Holders that are LINN Backstop Parties and did check the box in Item 3, payment of the aggregate Purchase Price calculated pursuant to Item 2b above shall be made by wire transfer ONLY of immediately available funds directly to an escrow account established and maintained by a third party satisfactory to the LINN Backstop Parties that have requested such escrow account or to a segregated account maintained by the Subscription Agent, in each case in accordance with the Funding Notice that will be delivered to you pursuant to the LINN Backstop Agreement (except to the extent of any funding previously provided by any such Eligible Secured Holder to the Subscription Agent or the Escrow Account in accordance with the terms of the LINN Backstop Agreement).

NO NOMINEE OR BROKER MAY MAKE ANY PAYMENT IN RESPECT OF THE AGGREGATE PURCHASE PRICE OF A LINN BACKSTOP PARTY WHO CHECKED THE BOX IN ITEM 3 AND NO NOMINEE OR BROKER MAY DEDUCT FUNDS FROM THE ACCOUNT OF A LINN BACKSTOP PARTY TO MAKE ANY SUCH PAYMENT.

Please mail or deliver your completed Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to your Nominee **in sufficient time** to allow such Nominee to deliver the Master Subscription Form (and associated documentation) and all funds (solely with respect to Eligible Secured Holders that are not LINN Backstop Parties) to the Subscription Agent by the Subscription Expiration Deadline.

PLEASE NOTE: NO SUBSCRIPTION WILL BE VALID UNLESS THIS BENEFICIAL HOLDER SUBSCRIPTION FORM IS VALIDLY SUBMITTED TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO DELIVER THE MASTER SUBSCRIPTION FORM ALONG WITH THE AGGREGATE PURCHASE PRICE (SOLELY WITH RESPECT TO ELIGIBLE SECURED HOLDERS THAT ARE NOT LINN BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT BY THE SUBSCRIPTION EXPIRATION DEADLINE.

ELIGIBLE SECURED HOLDERS THAT ARE LINN BACKSTOP PARTIES MUST DELIVER THE APPROPRIATE FUNDING DIRECTLY TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT, AS APPLICABLE, NO LATER THAN THE BACKSTOP FUNDING DEADLINE (EXCEPT TO THE EXTENT OF ANY FUNDING PREVIOUSLY PROVIDED BY ANY SUCH ELIGIBLE SECURED HOLDER TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT IN ACCORDANCE WITH THE TERMS OF THE LINN BACKSTOP AGREEMENT).

Item 5. Certification.

The undersigned hereby certifies that (i) as of the Record Date, the undersigned was the beneficial holder of the Notes set forth in Item 1 above (the "Holder"), or the authorized signatory (the "Authorized Signatory") of such holder acting on behalf of the Holder, (ii) the Holder has received a copy of the Plan, the Disclosure Statement and the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) and (iii) the Holder understands that the exercise of the rights under the Secured Rights Offerings is subject to all the terms and conditions set forth in the Plan, the Rights Offering Procedures and, if applicable, the LINN Backstop Agreement.

By electing to subscribe for the amount of Secured Rights Offering Shares designated under Item 2b above, the Holder (or the Authorized Signatory on behalf of the Holder) is hereby instructing its Nominee to arrange for (i) the completion and delivery of its Master Subscription Form to the Subscription Agent before the Subscription Expiration Deadline and (ii) payment of the aggregate Purchase Price listed under Item 2b above by the Subscription Expiration Deadline (solely with respect to Eligible Secured Holders that are not LINN Backstop Parties).

The Holder (or the Authorized Signatory on behalf of such Holder) acknowledges that, by executing this Beneficial Holder Subscription Form, the Eligible Secured Holder named below has elected to subscribe for the number of Secured Rights Offering Shares designated under Item 2b above and will be bound to pay the aggregate Purchase Price listed under Item 2b above for the Secured Rights Offering Shares it has subscribed for and that it may be liable to the Debtors to the extent of any nonpayment.

Date: _____

Name of Eligible Secured Holder: _____

U.S. Federal Tax EIN/SSN (optional): _____

If Non-U.S. person, check here and attach appropriate IRS Form W- 8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

Number of Secured Rights Offering Shares: _____

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Fax: _____

Email: _____

PLEASE COMPLETE THE THREE SECTIONS BELOW IF SECURED RIGHTS OFFERING SHARES ARE TO BE ISSUED TO THE ELIGIBLE SECURED HOLDER, AND/OR PLEASE COMPLETE EXHIBIT A IF YOU ARE DESIGNATING ANY OTHER PERSON TO RECEIVE ALL OR A PORTION OF THE SECURED RIGHTS OFFERING SHARES.

A. Please indicate on the lines provided below the registration name of the Eligible Secured Holder in whose name the Secured Rights Offering Shares should be issued, in the event the Secured Rights Offering Shares are not DTC eligible (it is strongly recommended that the below information be typed to ensure that it is legible):

Registration Name Line 1 (Maximum 35 Characters):_____

Registration Name Line 2 (Maximum 35 Characters):_____
(if needed)

Address 1:_____

Address 2:_____

Address 3:_____

Address 4:_____

Telephone:_____

Email: _____

B. DTC Participant for the deposit of Secured Rights Offering Shares, in the event the Secured Rights Offering Shares are DTC eligible:

DTC Participant

Name:_____

DTC Participant

Number:_____

Information regarding your contact
at the DTC Participant:

Contact

Name:_____

Contact

Telephone:_____

Contact

Email:_____

C. Wire information in the event a refund is needed:

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

PLEASE RETURN THIS BENEFICIAL HOLDER SUBSCRIPTION FORM (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W-8, AS APPLICABLE) ONLY TO YOUR NOMINEE. DO NOT RETURN THIS FORM DIRECTLY TO THE SUBSCRIPTION AGENT.

PLEASE COMPLETE EXHIBIT A IF YOU ARE DESIGNATING ANY OTHER PERSON TO RECEIVE ALL OR A PORTION OF THE SECURED RIGHTS OFFERING SHARES.

EXHIBIT A

Special Delivery Instructions

IF THERE IS MORE THAN ONE DESIGNEE, COMPLETE A SEPARATE FORM FOR EACH DESIGNEE.
YOU MUST SPECIFY THE NUMBER OF SECURED RIGHTS OFFERING SHARES FOR EACH DESIGNEE.

Please complete ONLY if Secured Rights Offering Shares are to be issued in the name of someone OTHER than the Eligible Secured Holder. Such person(s) must also complete an IRS Form W-8 or IRS Form W-9, as applicable.

Number of Secured Rights Offering Shares:_____

Issue in the following Name: _____

U.S. Federal Tax EIN/SSN (optional for Non U.S. Persons): _____

If Non-U.S. person, check here and attach appropriate IRS Form W- 8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

A. Please indicate on the lines provided below the registration name of the designee in whose name the Secured Rights Offering Shares should be issued, in the event the Secured Rights Offering Shares are not DTC eligible (it is strongly recommended that the below information be typed to ensure that it is legible):

Registration Name Line 1 (Maximum 35 Characters):_____

Registration Name Line 2 (Maximum 35 Characters):_____
(if needed)

Address 1:_____

Address 2:_____

Address 3:_____

Address 4:_____

Telephone:_____

Email: _____

[Continued next page]

B. DTC Participant for the deposit of Secured Rights Offering Shares, in the event the Secured Rights Offering Shares are DTC eligible:

DTC Participant

Name:_____

DTC Participant

Number:_____

Information regarding your contact
at the DTC Participant:

Contact

Name:_____

Contact

Telephone:_____

Contact

Email:_____

C. Wire information in the event a refund is needed:

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

LINN ENERGY, LLC,
ON BEHALF OF AN ENTITY TO BE FORMED AT A LATER DATE

MASTER SUBSCRIPTION FORM
FOR SECURED RIGHTS OFFERING

FOR USE BY ELIGIBLE SECURED HOLDERS

IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED [•], 2016

For use by brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees for beneficial holders of LINN Energy, LLC's 12.000% Senior Secured Second Lien Notes due December 2020 (the "Notes") issued by LINN Energy, LLC pursuant to an indenture dated as of November 13, 2015, among LINN Energy, LLC and LINN Energy Finance Corp., as Issuers, Delaware Trust Company, as successor trustee and collateral trustee and the guarantors party thereto (as amended from time to time prior to the date hereof).

YOUR MASTER SUBSCRIPTION FORM AND COPIES OF THE BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) MUST BE RECEIVED BY THE SUBSCRIPTION AGENT, BY 4:00 P.M. (CENTRAL TIME) ON JANUARY 11, 2017, (THE "SUBSCRIPTION EXPIRATION DEADLINE") AND PAYMENTS OF THE AGGREGATE PURCHASE PRICE MUST BE RECEIVED BY THE SUBSCRIPTION EXPIRATION DEADLINE (SOLELY WITH RESPECT TO ELIGIBLE SECURED HOLDERS THAT ARE NOT LINN BACKSTOP PARTIES) OR THE SUBSCRIPTIONS REPRESENTED BY THIS MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED AND WILL BE DEEMED FOREVER RELINQUISHED AND WAIVED. NO PAYMENTS NEED TO BE MADE BY ANY NOMINEE FOR SECURED RIGHTS EXERCISED BY ANY LINN BACKSTOP PARTIES AS SUCH PARTIES WILL REMIT THEIR PAYMENTS DIRECTLY TO THE SUBSCRIPTION AGENT OR AN ESCROW ACCOUNT (EXCEPT TO THE EXTENT OF ANY FUNDING PREVIOUSLY PROVIDED BY ANY SUCH ELIGIBLE SECURED HOLDER TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT IN ACCORDANCE WITH THE TERMS OF THE LINN BACKSTOP AGREEMENT) BY THE BACKSTOP FUNDING DEADLINE. ANY TERMS CAPITALIZED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANING AS SET FORTH IN THE PLAN OR THE RIGHTS OFFERING PROCEDURES.

PLEASE LEAVE SUFFICIENT TIME FOR YOUR MASTER SUBSCRIPTION FORM TO REACH THE SUBSCRIPTION AGENT AND BE PROCESSED.

PLEASE CONSULT THE PLAN AND THE RIGHTS OFFERING PROCEDURES FOR ADDITIONAL INFORMATION WITH RESPECT TO THIS MASTER SUBSCRIPTION FORM. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE SUBSCRIPTION AGENT VIA EMAIL TO LINNBALLOTS@PRIMECLERK.COM (PLEASE

REFERENCE "LINN RIGHTS OFFERING" IN THE SUBJECT LINE), OR AT THE FOLLOWING PHONE NUMBER: (844) 794-3479

Item 1. Certification of Authority to Subscribe.

The undersigned certifies that as of the Record Date it (please check the applicable box):

☐ Is a broker, bank or other nominee for the beneficial holders of the Notes listed in Item 2 below, and is the registered holder of such Notes, or

☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by the broker, bank, or other nominee that is the registered holder of the Notes listed in Item 2 below.

Item 2a. Notes Beneficial Holder Information for NON-LINN BACKSTOP PARTIES ONLY.

The undersigned certifies that as of the Record Date the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of the Notes, as identified by their respective account numbers, that have delivered duly completed Beneficial Holder Subscription Forms to the undersigned, which forms are attached hereto.

(Please complete the information requested below. Attach additional sheets if necessary.)

Name of Beneficial Owner	Total Principal Amount of Notes held as of Record Date	Number of Secured Rights Offering Shares Beneficial Holder Elects to Purchase*	Price per share	Total amount (Purchase Price)
1.			$[•]	
2.			$[•]	
3.			$[•]	
4.			$[•]	
5.			$[•]	
6.			$[•]	
7.			$[•]	
8.			$[•]	
9.			$[•]	
10.			$[•]	
TOTALS			$[•]	

** Rate = $_____ principal amount X [•] = Maximum number of LINN Rights (round down to nearest whole number)*

Total amount must be paid by wire transfer ONLY of immediately available funds to the Subscription Agent by the Subscription Expiration Deadline, in accordance with the directions below.

Item 2b. Notes Beneficial Holder Information. LINN BACKSTOP PARTIES ONLY.

The undersigned certifies that as of the Record Date the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of the Notes **THAT ARE LINN BACKSTOP PARTIES**, as identified by their respective account numbers, that have delivered duly completed Beneficial Holder Subscription Forms to the undersigned, which forms are attached hereto.

(Please complete the information requested below. Attach additional sheets if necessary.)

Name of Beneficial Owner	Total Principal Amount of Notes held as of Record Date	Number of Secured Rights Offering Shares Beneficial Holder Elects to Purchase*	Price per share	Total amount (Purchase Price)
1.			**$[•]**	
2.			**$[•]**	
3.			**$[•]**	
4.			**$[•]**	
5.			**$[•]**	
6.			**$[•]**	
7.			**$[•]**	
8.			**$[•]**	
9.			**$[•]**	
10.			**$[•]**	
TOTALS			**$[•]**	

** Rate = $_____ principal amount X [•] = Maximum number of LINN Rights (round down to nearest whole number)*

NO PAYMENTS NEED TO BE MADE BY ANY NOMINEE FOR SECURED RIGHTS EXERCISED BY ANY LINN BACKSTOP PARTIES AS SUCH PARTIES WILL REMIT THEIR PAYMENTS DIRECTLY TO THE SUBSCRIPTION AGENT OR AN ESCROW ACCOUNT (EXCEPT TO THE EXTENT OF ANY FUNDING PREVIOUSLY PROVIDED BY ANY SUCH ELIGIBLE SECURED HOLDER TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT IN ACCORDANCE WITH THE TERMS OF THE LINN BACKSTOP AGREEMENT).

Item 3. Payment and Delivery Instructions

A. Insert aggregate Purchase Price for non-LINN Backstop Parties set forth in Item 2a: $_____

All cash payments with respect to the exercise of LINN Rights that are being transmitted by this Master Subscription Form with respect to the amount set forth above shall be made by wire transfer ONLY of immediately available funds in accordance with the instructions set forth below.

Account Name :	
Bank Account No.:	

ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	[Insert claimant name in memo field]

B. Insert aggregate Purchase Price for LINN Backstop Parties set forth in Item 2b: $_____

NO NOMINEE OR BROKER MAY MAKE ANY PAYMENT IN RESPECT OF THE AMOUNT SET FORTH ABOVE IN ITEM 3B AND NO NOMINEE OR BROKER MAY DEDUCT FUNDS FROM THE ACCOUNT OF A LINN BACKSTOP PARTY TO MAKE ANY SUCH PAYMENT.

Please email, mail or deliver your completed Master Subscription Form (together with any duly completed and received Beneficial Holder Subscription Forms (with accompanying IRS Forms W-9 or appropriate IRS Form W-8, as applicable) to:

LINN Rights Offerings
c/o Prime Clerk LLC
830 Third Avenue, 3rd Floor
New York, NY 10022
Telephone: (844) 794-3479

Questions may also be directed to the Subscription Agent via email to: linnballots@primeclerk.com (please reference "LINN Rights Offering" in the subject line). (Please also see "Note Regarding Email" below.)

PLEASE NOTE: NO SUBSCRIPTION BY AN ELIGIBLE HOLDER WILL BE VALID UNLESS THIS MASTER SUBSCRIPTION FORM, TOGETHER WITH THE APPLICABLE DULY COMPLETED AND EXECUTED BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W-8, AS APPLICABLE), ARE VALIDLY SUBMITTED ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE (4:00 P.M. CENTRAL TIME ON JANUARY 11, 2017) AND SOLELY WITH RESPECT TO ELIGIBLE SECURED HOLDERS THAT ARE NOT LINN BACKSTOP PARTIES, PAYMENT OF THE AGGREGATE PURCHASE PRICE IS RECEIVED BY THE SUBSCRIPTION AGENT ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE.

NOTE REGARDING EMAIL

PROPERLY EXECUTED MASTER SUBSCRIPTION FORMS ALONG WITH RESPECTIVE BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) CAN BE E-MAILED TO THE SUBSCRIPTION AGENT AT LINNBALLOTS@PRIMECLERK.COM BY THE SUBSCRIPTION EXPIRATION DEADLINE PROVIDED THAT THE ORIGINAL MASTER

SUBSCRIPTION FORM(S) WITH ORIGINAL MEDALLION STAMP AND SIGNATURE IS DELIVERED TO THE SUBSCRIPTION AGENT WITHIN TWO BUSINESS DAYS. PLEASE ATTACH A COPY OF YOUR TRANSMITTAL EMAIL WHEN YOU FORWARD THE ORIGINAL DOCUMENTS.

Item 4. Additional Certification.

The undersigned certifies that for each beneficial holder whose exercise of rights are being transmitted by this Master Subscription Form (i) it is holding the Notes listed under Item 1 of the Beneficial Holder Subscription Form on behalf of the beneficial holder, (ii) the beneficial holder is entitled to participate in the Secured Rights Offering, (iii) the beneficial holder has been provided with a copy of the Plan, the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) and other applicable materials and (iv) true and correct copies of the Beneficial Holder Subscription Form have been received from each beneficial holder and are being transmitted herewith.

Date: _____

Name of Nominee: _____

DTC Participant Number: _____

Contact Name: _____

Title: _____

Address: _____

Telephone Number: _____

Fax: _____

Email: _____

MEDALLION GUARANTEE:
(In lieu of providing a medallion stamp, a Nominee may provide an original notarized signature on this registration instruction sheet and a list of authorized signatories on the letterhead of the Nominee.)

SCHEDULE 14

LINN Unsecured Rights Offering Materials

LINN ENERGY, LLC,
ON BEHALF OF AN ENTITY TO BE FORMED AT A LATER DATE

BENEFICIAL HOLDER SUBSCRIPTION FORM
FOR UNSECURED RIGHTS OFFERING

FOR USE BY ELIGIBLE UNSECURED HOLDERS OF
6.250% SENIOR NOTES DUE NOVEMBER 2019

IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED [•], 2016

SUBSCRIPTION EXPIRATION DEADLINE

The Subscription Expiration Deadline is 4:00 p.m. Central Time on January 11, 2017.

Please note that your Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by your Nominee in sufficient time to allow such Nominee to deliver the Master Subscription Form, along with completing wire transfer of the aggregate Purchase Price with respect to Eligible Unsecured Holders that are not LINN Backstop Parties to the Subscription Agent by the Subscription Expiration Deadline or the subscription represented by your Beneficial Holder Subscription Form will not be counted and will be deemed forever relinquished and waived.

Eligible Unsecured Holders that are LINN Backstop Parties must deliver the appropriate funding directly to the Subscription Agent or the Escrow Account, as applicable, (except to the extent of any funding previously provided by any such Eligible Unsecured Holder to the Subscription Agent or the Escrow Account in accordance with the terms of the LINN Backstop Agreement) no later than the deadline specified in the Funding Notice (the "Backstop Funding Deadline").

The Unsecured Rights Offering Shares are being distributed and issued by the Debtors without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption provided in section 1145 of the Bankruptcy Code.

None of the Unsecured Rights Offering Shares have been registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security.

Please consult the Plan, the Disclosure Statement and the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) for additional information with respect to this Beneficial Holder Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan or the Rights Offering Procedures.

If you have any questions, please contact the Subscription Agent via email to

linnballots@primeclerk.com (please reference "LINN Rights Offering" in the subject line), or at the following phone number: (844) 794-3479.

The record date for the Unsecured Rights Offering is December 16, 2016 (the "Record Date").

Item 1. Amount of Notes.

I certify that I am a beneficial holder of 6.250% Senior Notes due November 2019 (the "Notes") issued by Linn Energy, LLC in the following principal amount as of the Record Date (insert amount on the lines below) or that I am the authorized signatory of that beneficial holder. For purposes of this Beneficial Holder Subscription Form, do not adjust the principal (face) amount for any accrued or unmatured interest. Accrued prepetition interest is accounted for in the multiplier set forth in Item 2a below. (If a Nominee holds your Notes on your behalf and you do not know the principal amount, please contact your Nominee immediately.)

Insert principal amount of 6.250% Senior Notes due November 2019 held as of the Record Date.

_____

Item 2. Rights.

2a. Calculation of Maximum Number of Unsecured Rights Offering Shares. The maximum number of Unsecured Rights Offering Shares for which you may subscribe is calculated as follows:

_____ (Insert Principal Amount from Item 1 above)	X	[•]	=	_____ (Maximum Number of Unsecured Rights Offering Shares) (Round down to nearest whole number)

Each Eligible Unsecured Holder is entitled to subscribe for [•] Unsecured Rights Offering Shares per $1,000 of principal amount of the Notes (the "Maximum Participation Amount"), subject to the individual limits included in the calculations in the table above. To subscribe, fill out Items 1, 2a, 2b and 3, read Item 4 and read and complete Item 5 below.

2b. Purchase Price. By filling in the following blanks, you are indicating that the undersigned Eligible Unsecured Holder is interested in purchasing the number of Unsecured Rights Offering Shares specified below (specify a number of Unsecured Rights Offering Shares, which is not greater than the Maximum Participation Amount calculated in Item 2a above), on the terms and subject to the conditions set forth in the Rights Offering Procedures.

_____ (Indicate number of Unsecured Rights Offering Shares you elect to purchase) (Cannot exceed the Maximum Participation Amount)	X	$[•]	=	$_____ Aggregate Purchase Price

Item 3. LINN Backstop Party Representation.

(*This section is **only** for LINN Backstop Parties, each of whom is aware of its status as a LINN*

Backstop Party. Please note that checking the box below if you are not a LINN Backstop Party may result in forfeiture of your rights to participate in the Unsecured Rights Offering).

☐ I am a LINN Backstop Party identified in the LINN Backstop Agreement dated as of October 25, 2016 among Linn Energy, LLC and the LINN Backstop Parties signatory thereto (the "LINN Backstop Agreement").

Item 4. Payment and Delivery Instructions

For Eligible Unsecured Holders that did not check the box in Item 3, payment of the aggregate Purchase Price calculated pursuant to Item 2b above shall be made by wire transfer ONLY of immediately available funds in accordance with the procedures of your Nominee.

For Eligible Unsecured Holders that are LINN Backstop Parties and did check the box in Item 3, payment of the aggregate Purchase Price calculated pursuant to Item 2b above shall be made by wire transfer ONLY of immediately available funds directly to an escrow account established and maintained by a third party satisfactory to the LINN Backstop Parties that have requested such escrow account or to a segregated account maintained by the Subscription Agent, in each case in accordance with the Funding Notice that will be delivered to you pursuant to the LINN Backstop Agreement (except to the extent of any funding previously provided by any such Eligible Unsecured Holder to the Subscription Agent or the Escrow Account in accordance with the terms of the LINN Backstop Agreement).

NO NOMINEE OR BROKER MAY MAKE ANY PAYMENT IN RESPECT OF THE AGGREGATE PURCHASE PRICE OF A LINN BACKSTOP PARTY WHO CHECKED THE BOX IN ITEM 3 AND NO NOMINEE OR BROKER MAY DEDUCT FUNDS FROM THE ACCOUNT OF A LINN BACKSTOP PARTY TO MAKE ANY SUCH PAYMENT.

Please mail or deliver your completed Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to your Nominee **in sufficient time** to allow such Nominee to deliver the Master Subscription Form (and associated documentation) and all funds (solely with respect to Eligible Unsecured Holders that are not LINN Backstop Parties) to the Subscription Agent by the Subscription Expiration Deadline.

PLEASE NOTE: NO SUBSCRIPTION WILL BE VALID UNLESS THIS BENEFICIAL HOLDER SUBSCRIPTION FORM IS VALIDLY SUBMITTED TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO DELIVER THE MASTER SUBSCRIPTION FORM ALONG WITH THE AGGREGATE PURCHASE PRICE (SOLELY WITH RESPECT TO ELIGIBLE UNSECURED HOLDERS THAT ARE NOT LINN BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT BY THE SUBSCRIPTION EXPIRATION DEADLINE.

ELIGIBLE UNSECURED HOLDERS THAT ARE LINN BACKSTOP PARTIES MUST DELIVER THE APPROPRIATE FUNDING DIRECTLY TO THE SUBSCRIPTION

AGENT OR THE ESCROW ACCOUNT, AS APPLICABLE, NO LATER THAN THE BACKSTOP FUNDING DEADLINE (EXCEPT TO THE EXTENT OF ANY FUNDING PREVIOUSLY PROVIDED BY ANY SUCH ELIGIBLE UNSECURED HOLDER TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT IN ACCORDANCE WITH THE TERMS OF THE LINN BACKSTOP AGREEMENT).

Item 5. Certification.

The undersigned hereby certifies that (i) as of the Record Date, the undersigned was the beneficial holder of the Notes set forth in Item 1 above (the "Holder"), or the authorized signatory (the "Authorized Signatory") of such holder acting on behalf of the Holder, (ii) the Holder has received a copy of the Plan, the Disclosure Statement and the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) and (iii) the Holder understands that the exercise of the rights under the Unsecured Rights Offerings is subject to all the terms and conditions set forth in the Plan, the Rights Offering Procedures and, if applicable, the LINN Backstop Agreement.

By electing to subscribe for the amount of Unsecured Rights Offering Shares designated under Item 2b above, the Holder (or the Authorized Signatory on behalf of the Holder) is hereby instructing its Nominee to arrange for (i) the completion and delivery of its Master Subscription Form to the Subscription Agent before the Subscription Expiration Deadline and (ii) payment of the aggregate Purchase Price listed under Item 2b above by the Subscription Expiration Deadline (solely with respect to Eligible Unsecured Holders that are not LINN Backstop Parties).

The Holder (or the Authorized Signatory on behalf of such Holder) acknowledges that, by executing this Beneficial Holder Subscription Form, the Eligible Unsecured Holder named below has elected to subscribe for the number of Unsecured Rights Offering Shares designated under Item 2b above and will be bound to pay the aggregate Purchase Price listed under Item 2b above for the Unsecured Rights Offering Shares it has subscribed for and that it may be liable to the Debtors to the extent of any nonpayment.

Date: _____

Name of Eligible Unsecured Holder: _____

U.S. Federal Tax EIN/SSN (optional): _____

If Non-U.S. person, check here and attach appropriate IRS Form W- 8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

Number of Unsecured Rights Offering Shares: _____

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Fax: _____

Email: _____

PLEASE COMPLETE THE THREE SECTIONS BELOW IF UNSECURED RIGHTS OFFERING SHARES ARE TO BE ISSUED TO THE ELIGIBLE UNSECURED HOLDER, AND/OR PLEASE COMPLETE EXHIBIT A IF YOU ARE DESIGNATING ANY OTHER PERSON TO RECEIVE ALL OR A PORTION OF THE UNSECURED RIGHTS OFFERING SHARES.

A. Please indicate on the lines provided below the registration name of the Eligible Unsecured Holder in whose name the Unsecured Rights Offering Shares should be issued, in the event the Unsecured Rights Offering Shares are not DTC eligible (it is strongly recommended that the below information be typed to ensure that it is legible):

Registration Name Line 1 (Maximum 35 Characters):_____

Registration Name Line 2 (Maximum 35 Characters):_____
(if needed)

Address 1:_____

Address 2:_____

Address 3:_____

Address 4:_____

Telephone:_____

Email: _____

B. DTC Participant for the deposit of Unsecured Rights Offering Shares, in the event the Unsecured Rights Offering Shares are DTC eligible:

DTC Participant

Name:_____

DTC Participant

Number:_____

Information regarding your contact
at the DTC Participant:

Contact

Name:_____

Contact

Telephone:_____

Contact

Email:_____

C. Wire information in the event a refund is needed:

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

PLEASE RETURN THIS BENEFICIAL HOLDER SUBSCRIPTION FORM (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W-8, AS APPLICABLE) ONLY TO YOUR NOMINEE. DO NOT RETURN THIS FORM DIRECTLY TO THE SUBSCRIPTION AGENT.

PLEASE COMPLETE EXHIBIT A IF YOU ARE DESIGNATING ANY OTHER PERSON TO RECEIVE ALL OR A PORTION OF THE UNSECURED RIGHTS OFFERING SHARES.

EXHIBIT A

Special Delivery Instructions

IF THERE IS MORE THAN ONE DESIGNEE, COMPLETE A SEPARATE FORM FOR EACH DESIGNEE.
YOU MUST SPECIFY THE NUMBER OF UNSECURED RIGHTS OFFERING SHARES FOR EACH DESIGNEE.

Please complete ONLY if Unsecured Rights Offering Shares are to be issued in the name of someone OTHER than the Eligible Unsecured Holder. Such person(s) must also complete an IRS Form W-8 or IRS Form W-9, as applicable.

Number of Unsecured Rights Offering Shares:_____

Issue in the following Name: _____

U.S. Federal Tax EIN/SSN (optional for Non U.S. Persons): _____

If Non-U.S. person, check here and attach appropriate IRS Form W- 8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

A. Please indicate on the lines provided below the registration name of the designee in whose name the Unsecured Rights Offering Shares should be issued, in the event the Unsecured Rights Offering Shares are not DTC eligible (it is strongly recommended that the below information be typed to ensure that it is legible):

Registration Name Line 1 (Maximum 35 Characters):_____

Registration Name Line 2 (Maximum 35 Characters):_____
(if needed)

Address 1:_____

Address 2:_____

Address 3:_____

Address 4:_____

Telephone:_____

Email: _____

[Continued next page]

B. DTC Participant for the deposit of Unsecured Rights Offering Shares, in the event the Unsecured Rights Offering Shares are DTC eligible:

DTC Participant

Name:_____

DTC Participant

Number:_____

Information regarding your contact
at the DTC Participant:

Contact

Name:_____

Contact

Telephone:_____

Contact

Email:_____

C. Wire information in the event a refund is needed:

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

LINN ENERGY, LLC,
ON BEHALF OF AN ENTITY TO BE FORMED AT A LATER DATE

MASTER SUBSCRIPTION FORM
FOR UNSECURED RIGHTS OFFERING

FOR USE BY ELIGIBLE UNSECURED HOLDERS

IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED [•], 2016

For use by brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees for beneficial holders of LINN Energy, LLC's 6.250% Senior Notes Due November 2019 (the "Notes") issued by LINN Energy, LLC pursuant to an indenture dated as of March 2, 2012, among LINN Energy, LLC and LINN Energy Finance Corp., as Issuers, U.S. Bank, N.A., as Trustee and the guarantors party thereto (as amended from time to time prior to the date hereof).

YOUR MASTER SUBSCRIPTION FORM AND COPIES OF THE BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) MUST BE RECEIVED BY THE SUBSCRIPTION AGENT, BY 4:00 P.M. (CENTRAL TIME) ON JANUARY 11, 2017, (THE "SUBSCRIPTION EXPIRATION DEADLINE") AND PAYMENTS OF THE AGGREGATE PURCHASE PRICE MUST BE RECEIVED BY THE SUBSCRIPTION EXPIRATION DEADLINE (SOLELY WITH RESPECT TO ELIGIBLE UNSECURED HOLDERS THAT ARE NOT LINN BACKSTOP PARTIES) OR THE SUBSCRIPTIONS REPRESENTED BY THIS MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED AND WILL BE DEEMED FOREVER RELINQUISHED AND WAIVED. NO PAYMENTS NEED TO BE MADE BY ANY NOMINEE FOR UNSECURED RIGHTS EXERCISED BY ANY LINN BACKSTOP PARTIES AS SUCH PARTIES WILL REMIT THEIR PAYMENTS DIRECTLY TO THE SUBSCRIPTION AGENT OR AN ESCROW ACCOUNT (EXCEPT TO THE EXTENT OF ANY FUNDING PREVIOUSLY PROVIDED BY ANY SUCH ELIGIBLE UNSECURED HOLDER TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT IN ACCORDANCE WITH THE TERMS OF THE LINN BACKSTOP AGREEMENT) BY THE BACKSTOP FUNDING DEADLINE. ANY TERMS CAPITALIZED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANING AS SET FORTH IN THE PLAN OR THE RIGHTS OFFERING PROCEDURES.

PLEASE LEAVE SUFFICIENT TIME FOR YOUR MASTER SUBSCRIPTION FORM TO REACH THE SUBSCRIPTION AGENT AND BE PROCESSED.

PLEASE CONSULT THE PLAN AND THE RIGHTS OFFERING PROCEDURES FOR ADDITIONAL INFORMATION WITH RESPECT TO THIS MASTER SUBSCRIPTION FORM. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE SUBSCRIPTION AGENT VIA EMAIL TO LINNBALLOTS@PRIMECLERK.COM (PLEASE REFERENCE "LINN RIGHTS OFFERING" IN THE SUBJECT LINE), OR AT THE

FOLLOWING PHONE NUMBER: (844) 794-3479

Item 1. Certification of Authority to Subscribe.

The undersigned certifies that as of the Record Date it (please check the applicable box):

☐ Is a broker, bank or other nominee for the beneficial holders of the Notes listed in Item 2 below, and is the registered holder of such Notes, or

☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by the broker, bank, or other nominee that is the registered holder of the Notes listed in Item 2 below.

Item 2a. Notes Beneficial Holder Information for NON-LINN BACKSTOP PARTIES ONLY.

The undersigned certifies that as of the Record Date the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of the Notes, as identified by their respective account numbers, that have delivered duly completed Beneficial Holder Subscription Forms to the undersigned, which forms are attached hereto.

(Please complete the information requested below. Attach additional sheets if necessary.)

Name of Beneficial Owner	**Total Principal Amount of Notes held as of Record Date**	**Number of Unsecured Rights Offering Shares Beneficial Holder Elects to Purchase***	**Price per share**	**Total amount (Purchase Price)**
1.			**$[•]**	
2.			**$[•]**	
3.			**$[•]**	
4.			**$[•]**	
5.			**$[•]**	
6.			**$[•]**	
7.			**$[•]**	
8.			**$[•]**	
9.			**$[•]**	
10.			**$[•]**	
TOTALS			**$[•]**	

** Rate = $_____ principal amount X [•] = Maximum number of LINN Rights (round down to nearest whole number)*

Total amount must be paid by wire transfer ONLY of immediately available funds to the Subscription Agent by the Subscription Expiration Deadline, in accordance with the directions below.

Item 2b. Notes Beneficial Holder Information. LINN BACKSTOP PARTIES ONLY.

The undersigned certifies that as of the Record Date the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of the Notes **THAT ARE LINN BACKSTOP PARTIES**, as identified by their respective account numbers, that have delivered duly completed Beneficial Holder Subscription Forms to the undersigned, which forms are attached hereto.

(Please complete the information requested below. Attach additional sheets if necessary.)

Name of Beneficial Owner	Total Principal Amount of Notes held as of Record Date	Number of Unsecured Rights Offering Shares Beneficial Holder Elects to Purchase*	Price per share	Total amount (Purchase Price)
1.			**$[•]**	
2.			**$[•]**	
3.			**$[•]**	
4.			**$[•]**	
5.			**$[•]**	
6.			**$[•]**	
7.			**$[•]**	
8.			**$[•]**	
9.			**$[•]**	
10.			**$[•]**	
TOTALS			**$[•]**	

** Rate = $_____ principal amount X [•] = Maximum number of LINN Rights (round down to nearest whole number)*

NO PAYMENTS NEED TO BE MADE BY ANY NOMINEE FOR UNSECURED RIGHTS EXERCISED BY ANY LINN BACKSTOP PARTIES AS SUCH PARTIES WILL REMIT THEIR PAYMENTS DIRECTLY TO THE SUBSCRIPTION AGENT OR AN ESCROW ACCOUNT (EXCEPT TO THE EXTENT OF ANY FUNDING PREVIOUSLY PROVIDED BY ANY SUCH ELIGIBLE UNSECURED HOLDER TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT IN ACCORDANCE WITH THE TERMS OF THE LINN BACKSTOP AGREEMENT).

Item 3. Payment and Delivery Instructions

A. Insert aggregate Purchase Price for non-LINN Backstop Parties set forth in Item 2a: $_____

All cash payments with respect to the exercise of LINN Rights that are being transmitted by this Master Subscription Form with respect to the amount set forth above shall be made by wire transfer ONLY of immediately available funds in accordance with the instructions set forth below.

Account Name :	
Bank Account No.:	

ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	[Insert claimant name in memo field]

B. Insert aggregate Purchase Price for LINN Backstop Parties set forth in Item 2b: $_____

NO NOMINEE OR BROKER MAY MAKE ANY PAYMENT IN RESPECT OF THE AMOUNT SET FORTH ABOVE IN ITEM 3B AND NO NOMINEE OR BROKER MAY DEDUCT FUNDS FROM THE ACCOUNT OF A LINN BACKSTOP PARTY TO MAKE ANY SUCH PAYMENT.

Please email, mail or deliver your completed Master Subscription Form (together with any duly completed and received Beneficial Holder Subscription Forms (with accompanying IRS Forms W-9 or appropriate IRS Form W-8, as applicable) to:

LINN Rights Offerings
c/o Prime Clerk LLC
830 Third Avenue, 3rd Floor
New York, NY 10022
Telephone: (844) 794-3479

Questions may also be directed to the Subscription Agent via email to: linnballots@primeclerk.com (please reference "LINN Rights Offering" in the subject line). (Please also see "Note Regarding Email" below.)

PLEASE NOTE: NO SUBSCRIPTION BY AN ELIGIBLE HOLDER WILL BE VALID UNLESS THIS MASTER SUBSCRIPTION FORM, TOGETHER WITH THE APPLICABLE DULY COMPLETED AND EXECUTED BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W-8, AS APPLICABLE), ARE VALIDLY SUBMITTED ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE (4:00 P.M. CENTRAL TIME ON JANUARY 11, 2017) AND SOLELY WITH RESPECT TO ELIGIBLE UNSECURED HOLDERS THAT ARE NOT LINN BACKSTOP PARTIES, PAYMENT OF THE AGGREGATE PURCHASE PRICE IS RECEIVED BY THE SUBSCRIPTION AGENT ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE.

NOTE REGARDING EMAIL

PROPERLY EXECUTED MASTER SUBSCRIPTION FORMS ALONG WITH RESPECTIVE BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) CAN BE E-MAILED TO THE SUBSCRIPTION AGENT AT LINNBALLOTS@PRIMECLERK.COM BY THE SUBSCRIPTION EXPIRATION DEADLINE PROVIDED THAT THE ORIGINAL MASTER

SUBSCRIPTION FORM(S) WITH ORIGINAL MEDALLION STAMP AND SIGNATURE IS DELIVERED TO THE SUBSCRIPTION AGENT WITHIN TWO BUSINESS DAYS. PLEASE ATTACH A COPY OF YOUR TRANSMITTAL EMAIL WHEN YOU FORWARD THE ORIGINAL DOCUMENTS.

Item 4. Additional Certification.

The undersigned certifies that for each beneficial holder whose exercise of rights are being transmitted by this Master Subscription Form (i) it is holding the Notes listed under Item 1 of the Beneficial Holder Subscription Form on behalf of the beneficial holder, (ii) the beneficial holder is entitled to participate in the Unsecured Rights Offering, (iii) the beneficial holder has been provided with a copy of the Plan, the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) and other applicable materials and (iv) true and correct copies of the Beneficial Holder Subscription Form have been received from each beneficial holder and are being transmitted herewith.

Date: _____

Name of Nominee: _____

DTC Participant Number: _____

Contact Name: _____

Title: _____

Address: _____

Telephone Number: _____

Fax: _____

Email: _____

MEDALLION GUARANTEE:
(In lieu of providing a medallion stamp, a Nominee may provide an original notarized signature on this registration instruction sheet and a list of authorized signatories on the letterhead of the Nominee.)

LINN ENERGY, LLC,
ON BEHALF OF AN ENTITY TO BE FORMED AT A LATER DATE

BENEFICIAL HOLDER SUBSCRIPTION FORM
FOR UNSECURED RIGHTS OFFERING

FOR USE BY ELIGIBLE UNSECURED HOLDERS OF
6.500% SENIOR NOTES DUE MAY 2019

IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED [•], 2016

SUBSCRIPTION EXPIRATION DEADLINE

The Subscription Expiration Deadline is 4:00 p.m. Central Time on January 11, 2017.

Please note that your Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by your Nominee in sufficient time to allow such Nominee to deliver the Master Subscription Form, along with completing wire transfer of the aggregate Purchase Price with respect to Eligible Unsecured Holders that are not LINN Backstop Parties to the Subscription Agent by the Subscription Expiration Deadline or the subscription represented by your Beneficial Holder Subscription Form will not be counted and will be deemed forever relinquished and waived.

Eligible Unsecured Holders that are LINN Backstop Parties must deliver the appropriate funding directly to the Subscription Agent or the Escrow Account, as applicable, (except to the extent of any funding previously provided by any such Eligible Unsecured Holder to the Subscription Agent or the Escrow Account in accordance with the terms of the LINN Backstop Agreement) no later than the deadline specified in the Funding Notice (the "Backstop Funding Deadline").

The Unsecured Rights Offering Shares are being distributed and issued by the Debtors without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption provided in section 1145 of the Bankruptcy Code.

None of the Unsecured Rights Offering Shares have been registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security.

Please consult the Plan, the Disclosure Statement and the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) for additional information with respect to this Beneficial Holder Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan or the Rights Offering Procedures.

If you have any questions, please contact the Subscription Agent via email to

linnballots@primeclerk.com (please reference "LINN Rights Offering" in the subject line), or at the following phone number: (844) 794-3479.

The record date for the Unsecured Rights Offering is December 16, 2016 (the "Record Date").

Item 1. Amount of Notes.

I certify that I am a beneficial holder of 6.500% Senior Notes due May 2019 (the "Notes") issued by Linn Energy, LLC in the following principal amount as of the Record Date (insert amount on the lines below) or that I am the authorized signatory of that beneficial holder. For purposes of this Beneficial Holder Subscription Form, do not adjust the principal (face) amount for any accrued or unmatured interest. Accrued prepetition interest is accounted for in the multiplier set forth in Item 2a below. (If a Nominee holds your Notes on your behalf and you do not know the principal amount, please contact your Nominee immediately.)

Insert principal amount of 6.500% Senior Notes due May 2019 held as of the Record Date.

_____

Item 2. Rights.

2a. Calculation of Maximum Number of Unsecured Rights Offering Shares. The maximum number of Unsecured Rights Offering Shares for which you may subscribe is calculated as follows:

_____ (Insert Principal Amount from Item 1 above)	X	[•]	=	_____ (Maximum Number of Unsecured Rights Offering Shares) (Round down to nearest whole number)

Each Eligible Unsecured Holder is entitled to subscribe for [•] Unsecured Rights Offering Shares per $1,000 of principal amount of the Notes (the "Maximum Participation Amount"), subject to the individual limits included in the calculations in the table above. To subscribe, fill out Items 1, 2a, 2b and 3, read Item 4 and read and complete Item 5 below.

2b. Purchase Price. By filling in the following blanks, you are indicating that the undersigned Eligible Unsecured Holder is interested in purchasing the number of Unsecured Rights Offering Shares specified below (specify a number of Unsecured Rights Offering Shares, which is not greater than the Maximum Participation Amount calculated in Item 2a above), on the terms and subject to the conditions set forth in the Rights Offering Procedures.

_____ (Indicate number of Unsecured Rights Offering Shares you elect to purchase) (Cannot exceed the Maximum Participation Amount)	X	$[•]	=	$_____ Aggregate Purchase Price

Item 3. LINN Backstop Party Representation.

(*This section is **only** for LINN Backstop Parties, each of whom is aware of its status as a LINN*

Backstop Party. Please note that checking the box below if you are not a LINN Backstop Party may result in forfeiture of your rights to participate in the Unsecured Rights Offering).

☐ I am a LINN Backstop Party identified in the LINN Backstop Agreement dated as of October 25, 2016 among Linn Energy, LLC and the LINN Backstop Parties signatory thereto (the "LINN Backstop Agreement").

Item 4. Payment and Delivery Instructions

For Eligible Unsecured Holders that did not check the box in Item 3, payment of the aggregate Purchase Price calculated pursuant to Item 2b above shall be made by wire transfer ONLY of immediately available funds in accordance with the procedures of your Nominee.

For Eligible Unsecured Holders that are LINN Backstop Parties and did check the box in Item 3, payment of the aggregate Purchase Price calculated pursuant to Item 2b above shall be made by wire transfer ONLY of immediately available funds directly to an escrow account established and maintained by a third party satisfactory to the LINN Backstop Parties that have requested such escrow account or to a segregated account maintained by the Subscription Agent, in each case in accordance with the Funding Notice that will be delivered to you pursuant to the LINN Backstop Agreement (except to the extent of any funding previously provided by any such Eligible Unsecured Holder to the Subscription Agent or the Escrow Account in accordance with the terms of the LINN Backstop Agreement).

NO NOMINEE OR BROKER MAY MAKE ANY PAYMENT IN RESPECT OF THE AGGREGATE PURCHASE PRICE OF A LINN BACKSTOP PARTY WHO CHECKED THE BOX IN ITEM 3 AND NO NOMINEE OR BROKER MAY DEDUCT FUNDS FROM THE ACCOUNT OF A LINN BACKSTOP PARTY TO MAKE ANY SUCH PAYMENT.

Please mail or deliver your completed Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to your Nominee **in sufficient time** to allow such Nominee to deliver the Master Subscription Form (and associated documentation) and all funds (solely with respect to Eligible Unsecured Holders that are not LINN Backstop Parties) to the Subscription Agent by the Subscription Expiration Deadline.

PLEASE NOTE: NO SUBSCRIPTION WILL BE VALID UNLESS THIS BENEFICIAL HOLDER SUBSCRIPTION FORM IS VALIDLY SUBMITTED TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO DELIVER THE MASTER SUBSCRIPTION FORM ALONG WITH THE AGGREGATE PURCHASE PRICE (SOLELY WITH RESPECT TO ELIGIBLE UNSECURED HOLDERS THAT ARE NOT LINN BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT BY THE SUBSCRIPTION EXPIRATION DEADLINE.

ELIGIBLE UNSECURED HOLDERS THAT ARE LINN BACKSTOP PARTIES MUST DELIVER THE APPROPRIATE FUNDING DIRECTLY TO THE SUBSCRIPTION

AGENT OR THE ESCROW ACCOUNT, AS APPLICABLE, NO LATER THAN THE BACKSTOP FUNDING DEADLINE (EXCEPT TO THE EXTENT OF ANY FUNDING PREVIOUSLY PROVIDED BY ANY SUCH ELIGIBLE UNSECURED HOLDER TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT IN ACCORDANCE WITH THE TERMS OF THE LINN BACKSTOP AGREEMENT).

Item 5. Certification.

The undersigned hereby certifies that (i) as of the Record Date, the undersigned was the beneficial holder of the Notes set forth in Item 1 above (the "Holder"), or the authorized signatory (the "Authorized Signatory") of such holder acting on behalf of the Holder, (ii) the Holder has received a copy of the Plan, the Disclosure Statement and the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) and (iii) the Holder understands that the exercise of the rights under the Unsecured Rights Offerings is subject to all the terms and conditions set forth in the Plan, the Rights Offering Procedures and, if applicable, the LINN Backstop Agreement.

By electing to subscribe for the amount of Unsecured Rights Offering Shares designated under Item 2b above, the Holder (or Authorized Signatory on behalf of the Holder) is hereby instructing its Nominee to arrange for (i) the completion and delivery of its Master Subscription Form to the Subscription Agent before the Subscription Expiration Deadline and (ii) payment of the aggregate Purchase Price listed under Item 2b above by the Subscription Expiration Deadline (solely with respect to Eligible Unsecured Holders that are not LINN Backstop Parties).

The Holder (or the Authorized Signatory on behalf of such Holder) acknowledges that, by executing this Beneficial Holder Subscription Form, the Eligible Unsecured Holder named below has elected to subscribe for the number of Unsecured Rights Offering Shares designated under Item 2b above and will be bound to pay the aggregate Purchase Price listed under Item 2b above for the Unsecured Rights Offering Shares it has subscribed for and that it may be liable to the Debtors to the extent of any nonpayment.

Date: _____

Name of Eligible Unsecured Holder: _____

U.S. Federal Tax EIN/SSN (optional): _____

If Non-U.S. person, check here and attach appropriate IRS Form W- 8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

Number of Unsecured Rights Offering Shares: _____

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Fax: _____

Email: _____

PLEASE COMPLETE THE THREE SECTIONS BELOW IF UNSECURED RIGHTS OFFERING SHARES ARE TO BE ISSUED TO THE ELIGIBLE UNSECURED HOLDER, AND/OR PLEASE COMPLETE EXHIBIT A IF YOU ARE DESIGNATING ANY OTHER PERSON TO RECEIVE ALL OR A PORTION OF THE UNSECURED RIGHTS OFFERING SHARES.

A. Please indicate on the lines provided below the registration name of the Eligible Unsecured Holder in whose name the Unsecured Rights Offering Shares should be issued, in the event the Unsecured Rights Offering Shares are not DTC eligible (it is strongly recommended that the below information be typed to ensure that it is legible):

Registration Name Line 1 (Maximum 35 Characters):_____

Registration Name Line 2 (Maximum 35 Characters):_____
(if needed)

Address 1:_____

Address 2:_____

Address 3:_____

Address 4:_____

Telephone:_____

Email: _____

B. DTC Participant for the deposit of Unsecured Rights Offering Shares, in the event the Unsecured Rights Offering Shares are DTC eligible:

DTC Participant

Name:_____

DTC Participant

Number:_____

Information regarding your contact
at the DTC Participant:

Contact

Name:_____

Contact

Telephone:_____

Contact

Email:_____

C. Wire information in the event a refund is needed:

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

PLEASE RETURN THIS BENEFICIAL HOLDER SUBSCRIPTION FORM (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W-8, AS APPLICABLE) ONLY TO YOUR NOMINEE. DO NOT RETURN THIS FORM DIRECTLY TO THE SUBSCRIPTION AGENT.

PLEASE COMPLETE EXHIBIT A IF YOU ARE DESIGNATING ANY OTHER PERSON TO RECEIVE ALL OR A PORTION OF THE UNSECURED RIGHTS OFFERING SHARES.

EXHIBIT A

Special Delivery Instructions

IF THERE IS MORE THAN ONE DESIGNEE, COMPLETE A SEPARATE FORM FOR EACH DESIGNEE.
YOU MUST SPECIFY THE NUMBER OF UNSECURED RIGHTS OFFERING SHARES FOR EACH DESIGNEE.

Please complete ONLY if Unsecured Rights Offering Shares are to be issued in the name of someone OTHER than the Eligible Unsecured Holder. Such person(s) must also complete an IRS Form W-8 or IRS Form W-9, as applicable.

Number of Unsecured Rights Offering Shares:_____

Issue in the following Name: _____

U.S. Federal Tax EIN/SSN (optional for Non U.S. Persons): _____

If Non-U.S. person, check here and attach appropriate IRS Form W- 8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

A. Please indicate on the lines provided below the registration name of the designee in whose name the Unsecured Rights Offering Shares should be issued, in the event the Unsecured Rights Offering Shares are not DTC eligible (it is strongly recommended that the below information be typed to ensure that it is legible):

Registration Name Line 1 (Maximum 35 Characters):_____

Registration Name Line 2 (Maximum 35 Characters):_____
(if needed)

Address 1:_____

Address 2:_____

Address 3:_____

Address 4:_____

Telephone:_____

Email: _____

[Continued next page]

B. DTC Participant for the deposit of Unsecured Rights Offering Shares, in the event the Unsecured Rights Offering Shares are DTC eligible:

DTC Participant

Name:_____

DTC Participant

Number:_____

Information regarding your contact
at the DTC Participant:

Contact

Name:_____

Contact

Telephone:_____

Contact

Email:_____

C. Wire information in the event a refund is needed:

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

LINN ENERGY, LLC,
ON BEHALF OF AN ENTITY TO BE FORMED AT A LATER DATE

MASTER SUBSCRIPTION FORM
FOR UNSECURED RIGHTS OFFERING

FOR USE BY ELIGIBLE UNSECURED HOLDERS

IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED [•], 2016

For use by brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees for beneficial holders of LINN Energy, LLC's 6.500% Senior Notes due May 2019 (the "Notes") issued by LINN Energy, LLC pursuant to a first supplemental indenture dated as of September 9, 2014, among LINN Energy, LLC and LINN Energy Finance Corp., as Issuers, U.S. Bank, N.A., as Trustee, and the guarantors party thereto (as amended from time to time prior to the date hereof).

YOUR MASTER SUBSCRIPTION FORM AND COPIES OF THE BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) MUST BE RECEIVED BY THE SUBSCRIPTION AGENT, BY 4:00 P.M. (CENTRAL TIME) ON JANUARY 11, 2017, (THE "SUBSCRIPTION EXPIRATION DEADLINE") AND PAYMENTS OF THE AGGREGATE PURCHASE PRICE MUST BE RECEIVED BY THE SUBSCRIPTION EXPIRATION DEADLINE (SOLELY WITH RESPECT TO ELIGIBLE UNSECURED HOLDERS THAT ARE NOT LINN BACKSTOP PARTIES) OR THE SUBSCRIPTIONS REPRESENTED BY THIS MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED AND WILL BE DEEMED FOREVER RELINQUISHED AND WAIVED. NO PAYMENTS NEED TO BE MADE BY ANY NOMINEE FOR UNSECURED RIGHTS EXERCISED BY ANY LINN BACKSTOP PARTIES AS SUCH PARTIES WILL REMIT THEIR PAYMENTS DIRECTLY TO THE SUBSCRIPTION AGENT OR AN ESCROW ACCOUNT (EXCEPT TO THE EXTENT OF ANY FUNDING PREVIOUSLY PROVIDED BY ANY SUCH ELIGIBLE UNSECURED HOLDER TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT IN ACCORDANCE WITH THE TERMS OF THE LINN BACKSTOP AGREEMENT) BY THE BACKSTOP FUNDING DEADLINE. ANY TERMS CAPITALIZED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANING AS SET FORTH IN THE PLAN OR THE RIGHTS OFFERING PROCEDURES.

PLEASE LEAVE SUFFICIENT TIME FOR YOUR MASTER SUBSCRIPTION FORM TO REACH THE SUBSCRIPTION AGENT AND BE PROCESSED.

PLEASE CONSULT THE PLAN AND THE RIGHTS OFFERING PROCEDURES FOR ADDITIONAL INFORMATION WITH RESPECT TO THIS MASTER SUBSCRIPTION FORM. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE SUBSCRIPTION AGENT VIA EMAIL TO LINNBALLOTS@PRIMECLERK.COM (PLEASE REFERENCE "LINN RIGHTS OFFERING" IN THE SUBJECT LINE), OR AT THE

FOLLOWING PHONE NUMBER: (844) 794-3479

Item 1. Certification of Authority to Subscribe.

The undersigned certifies that as of the Record Date it (please check the applicable box):

☐ Is a broker, bank or other nominee for the beneficial holders of the Notes listed in Item 2 below, and is the registered holder of such Notes, or

☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by the broker, bank, or other nominee that is the registered holder of the Notes listed in Item 2 below.

Item 2a. Notes Beneficial Holder Information for NON-LINN BACKSTOP PARTIES ONLY.

The undersigned certifies that as of the Record Date the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of the Notes, as identified by their respective account numbers, that have delivered duly completed Beneficial Holder Subscription Forms to the undersigned, which forms are attached hereto.

(Please complete the information requested below. Attach additional sheets if necessary.)

Name of Beneficial Owner	**Total Principal Amount of Notes held as of Record Date**	**Number of Unsecured Rights Offering Shares Beneficial Holder Elects to Purchase***	**Price per share**	**Total amount (Purchase Price)**
1.			**$[•]**	
2.			**$[•]**	
3.			**$[•]**	
4.			**$[•]**	
5.			**$[•]**	
6.			**$[•]**	
7.			**$[•]**	
8.			**$[•]**	
9.			**$[•]**	
10.			**$[•]**	
TOTALS			**$[•]**	

** Rate = $_____ principal amount X [•] = Maximum number of LINN Rights (round down to nearest whole number)*

Total amount must be paid by wire transfer ONLY of immediately available funds to the Subscription Agent by the Subscription Expiration Deadline, in accordance with the directions below.

Item 2b. Notes Beneficial Holder Information. LINN BACKSTOP PARTIES ONLY.

The undersigned certifies that as of the Record Date the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of the Notes **THAT ARE LINN BACKSTOP PARTIES**, as identified by their respective account numbers, that have delivered duly completed Beneficial Holder Subscription Forms to the undersigned, which forms are attached hereto.

(Please complete the information requested below. Attach additional sheets if necessary.)

Name of Beneficial Owner	Total Principal Amount of Notes held as of Record Date	Number of Unsecured Rights Offering Shares Beneficial Holder Elects to Purchase*	Price per share	Total amount (Purchase Price)
1.			**$[•]**	
2.			**$[•]**	
3.			**$[•]**	
4.			**$[•]**	
5.			**$[•]**	
6.			**$[•]**	
7.			**$[•]**	
8.			**$[•]**	
9.			**$[•]**	
10.			**$[•]**	
TOTALS			**$[•]**	

** Rate = $_____ principal amount X [•] = Maximum number of LINN Rights (round down to nearest whole number)*

NO PAYMENTS NEED TO BE MADE BY ANY NOMINEE FOR UNSECURED RIGHTS EXERCISED BY ANY LINN BACKSTOP PARTIES AS SUCH PARTIES WILL REMIT THEIR PAYMENTS DIRECTLY TO THE SUBSCRIPTION AGENT OR AN ESCROW ACCOUNT (EXCEPT TO THE EXTENT OF ANY FUNDING PREVIOUSLY PROVIDED BY ANY SUCH ELIGIBLE UNSECURED HOLDER TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT IN ACCORDANCE WITH THE TERMS OF THE LINN BACKSTOP AGREEMENT).

Item 3. Payment and Delivery Instructions

A. Insert aggregate Purchase Price for non-LINN Backstop Parties set forth in Item 2a: $_____

All cash payments with respect to the exercise of LINN Rights that are being transmitted by this Master Subscription Form with respect to the amount set forth above shall be made by wire transfer ONLY of immediately available funds in accordance with the instructions set forth below.

Account Name :	
Bank Account No.:	

ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	[Insert claimant name in memo field]

B. Insert aggregate Purchase Price for LINN Backstop Parties set forth in Item 2b: $_____

NO NOMINEE OR BROKER MAY MAKE ANY PAYMENT IN RESPECT OF THE AMOUNT SET FORTH ABOVE IN ITEM 3B AND NO NOMINEE OR BROKER MAY DEDUCT FUNDS FROM THE ACCOUNT OF A LINN BACKSTOP PARTY TO MAKE ANY SUCH PAYMENT.

Please email, mail or deliver your completed Master Subscription Form (together with any duly completed and received Beneficial Holder Subscription Forms (with accompanying IRS Forms W-9 or appropriate IRS Form W-8, as applicable) to:

LINN Rights Offerings
c/o Prime Clerk LLC
830 Third Avenue, 3rd Floor
New York, NY 10022
Telephone: (844) 794-3479

Questions may also be directed to the Subscription Agent via email to: linnballots@primeclerk.com (please reference "LINN Rights Offering" in the subject line). (Please also see "Note Regarding Email" below.)

PLEASE NOTE: NO SUBSCRIPTION BY AN ELIGIBLE HOLDER WILL BE VALID UNLESS THIS MASTER SUBSCRIPTION FORM, TOGETHER WITH THE APPLICABLE DULY COMPLETED AND EXECUTED BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W-8, AS APPLICABLE), ARE VALIDLY SUBMITTED ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE (4:00 P.M. CENTRAL TIME ON JANUARY 11, 2017) AND SOLELY WITH RESPECT TO ELIGIBLE UNSECURED HOLDERS THAT ARE NOT LINN BACKSTOP PARTIES, PAYMENT OF THE AGGREGATE PURCHASE PRICE IS RECEIVED BY THE SUBSCRIPTION AGENT ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE.

NOTE REGARDING EMAIL

PROPERLY EXECUTED MASTER SUBSCRIPTION FORMS ALONG WITH RESPECTIVE BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) CAN BE E-MAILED TO THE SUBSCRIPTION AGENT AT LINNBALLOTS@PRIMECLERK.COM BY THE SUBSCRIPTION EXPIRATION DEADLINE PROVIDED THAT THE ORIGINAL MASTER

SUBSCRIPTION FORM(S) WITH ORIGINAL MEDALLION STAMP AND SIGNATURE IS DELIVERED TO THE SUBSCRIPTION AGENT WITHIN TWO BUSINESS DAYS. PLEASE ATTACH A COPY OF YOUR TRANSMITTAL EMAIL WHEN YOU FORWARD THE ORIGINAL DOCUMENTS.

Item 4. Additional Certification.

The undersigned certifies that for each beneficial holder whose exercise of rights are being transmitted by this Master Subscription Form (i) it is holding the Notes listed under Item 1 of the Beneficial Holder Subscription Form on behalf of the beneficial holder, (ii) the beneficial holder is entitled to participate in the Unsecured Rights Offering, (iii) the beneficial holder has been provided with a copy of the Plan, the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) and other applicable materials and (iv) true and correct copies of the Beneficial Holder Subscription Form have been received from each beneficial holder and are being transmitted herewith.

Date: _____

Name of Nominee: _____

DTC Participant Number: _____

Contact Name: _____

Title: _____

Address: _____

Telephone Number: _____

Fax: _____

Email: _____

MEDALLION GUARANTEE:
(In lieu of providing a medallion stamp, a Nominee may provide an original notarized signature on this registration instruction sheet and a list of authorized signatories on the letterhead of the Nominee.)

LINN ENERGY, LLC,
ON BEHALF OF AN ENTITY TO BE FORMED AT A LATER DATE

BENEFICIAL HOLDER SUBSCRIPTION FORM
FOR UNSECURED RIGHTS OFFERING

FOR USE BY ELIGIBLE UNSECURED HOLDERS OF
6.500% SENIOR NOTES DUE SEPTEMBER 2021

IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED [•], 2016

SUBSCRIPTION EXPIRATION DEADLINE

The Subscription Expiration Deadline is 4:00 p.m. Central Time on January 11, 2017.

Please note that your Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by your Nominee in sufficient time to allow such Nominee to deliver the Master Subscription Form, along with completing wire transfer of the aggregate Purchase Price with respect to Eligible Unsecured Holders that are not LINN Backstop Parties to the Subscription Agent by the Subscription Expiration Deadline or the subscription represented by your Beneficial Holder Subscription Form will not be counted and will be deemed forever relinquished and waived.

Eligible Unsecured Holders that are LINN Backstop Parties must deliver the appropriate funding directly to the Subscription Agent or the Escrow Account, as applicable, (except to the extent of any funding previously provided by any such Eligible Unsecured Holder to the Subscription Agent or the Escrow Account in accordance with the terms of the LINN Backstop Agreement) no later than the deadline specified in the Funding Notice (the "Backstop Funding Deadline").

The Unsecured Rights Offering Shares are being distributed and issued by the Debtors without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption provided in section 1145 of the Bankruptcy Code.

None of the Unsecured Rights Offering Shares have been registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security.

Please consult the Plan, the Disclosure Statement and the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) for additional information with respect to this Beneficial Holder Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan or the Rights Offering Procedures.

If you have any questions, please contact the Subscription Agent via email to

linnballots@primeclerk.com (please reference "LINN Rights Offering" in the subject line), or at the following phone number: (844) 794-3479.

The record date for the Unsecured Rights Offering is December 16, 2016 (the "Record Date").

Item 1. Amount of Notes.

I certify that I am a beneficial holder of 6.500% Senior Notes due September 2021 (the "Notes") issued by Linn Energy, LLC in the following principal amount as of the Record Date (insert amount on the lines below) or that I am the authorized signatory of that beneficial holder. For purposes of this Beneficial Holder Subscription Form, do not adjust the principal (face) amount for any accrued or unmatured interest. Accrued prepetition interest is accounted for in the multiplier set forth in Item 2a below. (If a Nominee holds your Notes on your behalf and you do not know the principal amount, please contact your Nominee immediately.)

Insert principal amount of 6.500% Senior Notes due September 2021 held as of the Record Date.

_____

Item 2. Rights.

2a. Calculation of Maximum Number of Unsecured Rights Offering Shares. The maximum number of Unsecured Rights Offering Shares for which you may subscribe is calculated as follows:

_____ (Insert Principal Amount from Item 1 above)	X	[•]	=	_____ (Maximum Number of Unsecured Rights Offering Shares) (Round down to nearest whole number)

Each Eligible Unsecured Holder is entitled to subscribe for [•] Unsecured Rights Offering Shares per $1,000 of principal amount of the Notes (the "Maximum Participation Amount"), subject to the individual limits included in the calculations in the table above. To subscribe, fill out Items 1, 2a, 2b and 3, read Item 4 and read and complete Item 5 below.

2b. Purchase Price. By filling in the following blanks, you are indicating that the undersigned Eligible Unsecured Holder is interested in purchasing the number of Unsecured Rights Offering Shares specified below (specify a number of Unsecured Rights Offering Shares, which is not greater than the Maximum Participation Amount calculated in Item 2a above), on the terms and subject to the conditions set forth in the Rights Offering Procedures.

_____ (Indicate number of Unsecured Rights Offering Shares you elect to purchase) (Cannot exceed the Maximum Participation Amount)	X	$[•]	=	$_____ Aggregate Purchase Price

Item 3. LINN Backstop Party Representation.

(*This section is **only** for LINN Backstop Parties, each of whom is aware of its status as a LINN*

Backstop Party. Please note that checking the box below if you are not a LINN Backstop Party may result in forfeiture of your rights to participate in the Unsecured Rights Offering).

☐ I am a LINN Backstop Party identified in the LINN Backstop Agreement dated as of October 25, 2016 among Linn Energy, LLC and the LINN Backstop Parties signatory thereto (the "LINN Backstop Agreement").

Item 4. Payment and Delivery Instructions

For Eligible Unsecured Holders that did not check the box in Item 3, payment of the aggregate Purchase Price calculated pursuant to Item 2b above shall be made by wire transfer ONLY of immediately available funds in accordance with the procedures of your Nominee.

For Eligible Unsecured Holders that are LINN Backstop Parties and did check the box in Item 3, payment of the aggregate Purchase Price calculated pursuant to Item 2b above shall be made by wire transfer ONLY of immediately available funds directly to an escrow account established and maintained by a third party satisfactory to the LINN Backstop Parties that have requested such escrow account or to a segregated account maintained by the Subscription Agent, in each case in accordance with the Funding Notice that will be delivered to you pursuant to the LINN Backstop Agreement (except to the extent of any funding previously provided by any such Eligible Unsecured Holder to the Subscription Agent or the Escrow Account in accordance with the terms of the LINN Backstop Agreement).

NO NOMINEE OR BROKER MAY MAKE ANY PAYMENT IN RESPECT OF THE AGGREGATE PURCHASE PRICE OF A LINN BACKSTOP PARTY WHO CHECKED THE BOX IN ITEM 3 AND NO NOMINEE OR BROKER MAY DEDUCT FUNDS FROM THE ACCOUNT OF A LINN BACKSTOP PARTY TO MAKE ANY SUCH PAYMENT.

Please mail or deliver your completed Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to your Nominee **in sufficient time** to allow such Nominee to deliver the Master Subscription Form (and associated documentation) and all funds (solely with respect to Eligible Unsecured Holders that are not LINN Backstop Parties) to the Subscription Agent by the Subscription Expiration Deadline.

PLEASE NOTE: NO SUBSCRIPTION WILL BE VALID UNLESS THIS BENEFICIAL HOLDER SUBSCRIPTION FORM IS VALIDLY SUBMITTED TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO DELIVER THE MASTER SUBSCRIPTION FORM ALONG WITH THE AGGREGATE PURCHASE PRICE (SOLELY WITH RESPECT TO ELIGIBLE UNSECURED HOLDERS THAT ARE NOT LINN BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT BY THE SUBSCRIPTION EXPIRATION DEADLINE.

ELIGIBLE UNSECURED HOLDERS THAT ARE LINN BACKSTOP PARTIES MUST DELIVER THE APPROPRIATE FUNDING DIRECTLY TO THE SUBSCRIPTION

AGENT OR THE ESCROW ACCOUNT, AS APPLICABLE, NO LATER THAN THE BACKSTOP FUNDING DEADLINE (EXCEPT TO THE EXTENT OF ANY FUNDING PREVIOUSLY PROVIDED BY ANY SUCH ELIGIBLE UNSECURED HOLDER TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT IN ACCORDANCE WITH THE TERMS OF THE LINN BACKSTOP AGREEMENT).

Item 5. Certification.

The undersigned hereby certifies that (i) as of the Record Date, the undersigned was the beneficial holder of the Notes set forth in Item 1 above (the "Holder"), or the authorized signatory (the "Authorized Signatory") of such holder acting on behalf of the Holder, (ii) the Holder has received a copy of the Plan, the Disclosure Statement and the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) and (iii) the Holder understands that the exercise of the rights under the Unsecured Rights Offerings is subject to all the terms and conditions set forth in the Plan, the Rights Offering Procedures and, if applicable, the LINN Backstop Agreement.

By electing to subscribe for the amount of Unsecured Rights Offering Shares designated under Item 2b above, the Holder (or the Authorized Signatory on behalf of the Holder) is hereby instructing its Nominee to arrange for (i) the completion and delivery of its Master Subscription Form to the Subscription Agent before the Subscription Expiration Deadline and (ii) payment of the aggregate Purchase Price listed under Item 2b above by the Subscription Expiration Deadline (solely with respect to Eligible Unsecured Holders that are not LINN Backstop Parties).

The Holder (or the Authorized Signatory on behalf of such Holder) acknowledges that, by executing this Beneficial Holder Subscription Form, the Eligible Unsecured Holder named below has elected to subscribe for the number of Unsecured Rights Offering Shares designated under Item 2b above and will be bound to pay the aggregate Purchase Price listed under Item 2b above for the Unsecured Rights Offering Shares it has subscribed for and that it may be liable to the Debtors to the extent of any nonpayment.

Date: _____

Name of Eligible Unsecured Holder: _____

U.S. Federal Tax EIN/SSN (optional): _____

If Non-U.S. person, check here and attach appropriate IRS Form W- 8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

Number of Unsecured Rights Offering Shares: _____

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Fax: _____

Email: _____

PLEASE COMPLETE THE THREE SECTIONS BELOW IF UNSECURED RIGHTS OFFERING SHARES ARE TO BE ISSUED TO THE ELIGIBLE UNSECURED HOLDER, AND/OR PLEASE COMPLETE EXHIBIT A IF YOU ARE DESIGNATING ANY OTHER PERSON TO RECEIVE ALL OR A PORTION OF THE UNSECURED RIGHTS OFFERING SHARES.

A. Please indicate on the lines provided below the registration name of the Eligible Unsecured Holder in whose name the Unsecured Rights Offering Shares should be issued, in the event the Unsecured Rights Offering Shares are not DTC eligible (it is strongly recommended that the below information be typed to ensure that it is legible):

Registration Name Line 1 (Maximum 35 Characters):_____

Registration Name Line 2 (Maximum 35 Characters):_____
(if needed)

Address 1:_____

Address 2:_____

Address 3:_____

Address 4:_____

Telephone:_____

Email: _____

B. DTC Participant for the deposit of Unsecured Rights Offering Shares, in the event the Unsecured Rights Offering Shares are DTC eligible:

DTC Participant

Name:_____

DTC Participant

Number:_____

Information regarding your contact
at the DTC Participant:

Contact

Name:_____

Contact

Telephone:_____

Contact

Email:_____

C. Wire information in the event a refund is needed:

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

PLEASE RETURN THIS BENEFICIAL HOLDER SUBSCRIPTION FORM (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W-8, AS APPLICABLE) ONLY TO YOUR NOMINEE. DO NOT RETURN THIS FORM DIRECTLY TO THE SUBSCRIPTION AGENT.

PLEASE COMPLETE EXHIBIT A IF YOU ARE DESIGNATING ANY OTHER PERSON TO RECEIVE ALL OR A PORTION OF THE UNSECURED RIGHTS OFFERING SHARES.

EXHIBIT A

Special Delivery Instructions

IF THERE IS MORE THAN ONE DESIGNEE, COMPLETE A SEPARATE FORM FOR EACH DESIGNEE.
YOU MUST SPECIFY THE NUMBER OF UNSECURED RIGHTS OFFERING SHARES FOR EACH DESIGNEE.

Please complete ONLY if Unsecured Rights Offering Shares are to be issued in the name of someone OTHER than the Eligible Unsecured Holder. Such person(s) must also complete an IRS Form W-8 or IRS Form W-9, as applicable.

Number of Unsecured Rights Offering Shares:_____

Issue in the following Name: _____

U.S. Federal Tax EIN/SSN (optional for Non U.S. Persons): _____

If Non-U.S. person, check here and attach appropriate IRS Form W- 8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

A. Please indicate on the lines provided below the registration name of the designee in whose name the Unsecured Rights Offering Shares should be issued, in the event the Unsecured Rights Offering Shares are not DTC eligible (it is strongly recommended that the below information be typed to ensure that it is legible):

Registration Name Line 1 (Maximum 35 Characters):_____

Registration Name Line 2 (Maximum 35 Characters):_____
(if needed)

Address 1:_____

Address 2:_____

Address 3:_____

Address 4:_____

Telephone:_____

Email: _____

[Continued next page]

B. DTC Participant for the deposit of Unsecured Rights Offering Shares, in the event the Unsecured Rights Offering Shares are DTC eligible:

DTC Participant

Name:_____

DTC Participant

Number:_____

Information regarding your contact
at the DTC Participant:

Contact

Name:_____

Contact

Telephone:_____

Contact

Email:_____

C. Wire information in the event a refund is needed:

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

LINN ENERGY, LLC,
ON BEHALF OF AN ENTITY TO BE FORMED AT A LATER DATE

MASTER SUBSCRIPTION FORM
FOR UNSECURED RIGHTS OFFERING

FOR USE BY ELIGIBLE UNSECURED HOLDERS

IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED [•], 2016

For use by brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees for beneficial holders of LINN Energy, LLC's 6.500% Senior Notes Due September 2021 (the "Notes") issued by LINN Energy, LLC pursuant to a first supplemental indenture dated as of September 9, 2014, among LINN Energy, LLC and LINN Energy Finance Corp., as Issuers, U.S. Bank, N.A., as Trustee, and the guarantors party thereto (as amended from time to time prior to the date hereof).

YOUR MASTER SUBSCRIPTION FORM AND COPIES OF THE BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) MUST BE RECEIVED BY THE SUBSCRIPTION AGENT, BY 4:00 P.M. (CENTRAL TIME) ON JANUARY 11, 2017, (THE "SUBSCRIPTION EXPIRATION DEADLINE") AND PAYMENTS OF THE AGGREGATE PURCHASE PRICE MUST BE RECEIVED BY THE SUBSCRIPTION EXPIRATION DEADLINE (SOLELY WITH RESPECT TO ELIGIBLE UNSECURED HOLDERS THAT ARE NOT LINN BACKSTOP PARTIES) OR THE SUBSCRIPTIONS REPRESENTED BY THIS MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED AND WILL BE DEEMED FOREVER RELINQUISHED AND WAIVED. NO PAYMENTS NEED TO BE MADE BY ANY NOMINEE FOR UNSECURED RIGHTS EXERCISED BY ANY LINN BACKSTOP PARTIES AS SUCH PARTIES WILL REMIT THEIR PAYMENTS DIRECTLY TO THE SUBSCRIPTION AGENT OR AN ESCROW ACCOUNT (EXCEPT TO THE EXTENT OF ANY FUNDING PREVIOUSLY PROVIDED BY ANY SUCH ELIGIBLE UNSECURED HOLDER TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT IN ACCORDANCE WITH THE TERMS OF THE LINN BACKSTOP AGREEMENT) BY THE BACKSTOP FUNDING DEADLINE. ANY TERMS CAPITALIZED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANING AS SET FORTH IN THE PLAN OR THE RIGHTS OFFERING PROCEDURES.

PLEASE LEAVE SUFFICIENT TIME FOR YOUR MASTER SUBSCRIPTION FORM TO REACH THE SUBSCRIPTION AGENT AND BE PROCESSED.

PLEASE CONSULT THE PLAN AND THE RIGHTS OFFERING PROCEDURES FOR ADDITIONAL INFORMATION WITH RESPECT TO THIS MASTER SUBSCRIPTION FORM. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE SUBSCRIPTION AGENT VIA EMAIL TO LINNBALLOTS@PRIMECLERK.COM (PLEASE REFERENCE "LINN RIGHTS OFFERING" IN THE SUBJECT LINE), OR AT THE

FOLLOWING PHONE NUMBER: (844) 794-3479

Item 1. Certification of Authority to Subscribe.

The undersigned certifies that as of the Record Date it (please check the applicable box):

☐ Is a broker, bank or other nominee for the beneficial holders of the Notes listed in Item 2 below, and is the registered holder of such Notes, or

☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by the broker, bank, or other nominee that is the registered holder of the Notes listed in Item 2 below.

Item 2a. Notes Beneficial Holder Information for NON-LINN BACKSTOP PARTIES ONLY.

The undersigned certifies that as of the Record Date the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of the Notes, as identified by their respective account numbers, that have delivered duly completed Beneficial Holder Subscription Forms to the undersigned, which forms are attached hereto.

(Please complete the information requested below. Attach additional sheets if necessary.)

Name of Beneficial Owner	**Total Principal Amount of Notes held as of Record Date**	**Number of Unsecured Rights Offering Shares Beneficial Holder Elects to Purchase***	**Price per share**	**Total amount (Purchase Price)**
1.			**$[•]**	
2.			**$[•]**	
3.			**$[•]**	
4.			**$[•]**	
5.			**$[•]**	
6.			**$[•]**	
7.			**$[•]**	
8.			**$[•]**	
9.			**$[•]**	
10.			**$[•]**	
TOTALS			**$[•]**	

** Rate = $_____ principal amount X [•] = Maximum number of LINN Rights (round down to nearest whole number)*

Total amount must be paid by wire transfer ONLY of immediately available funds to the Subscription Agent by the Subscription Expiration Deadline, in accordance with the directions below.

Item 2b. Notes Beneficial Holder Information. LINN BACKSTOP PARTIES ONLY.

The undersigned certifies that as of the Record Date the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of the Notes **THAT ARE LINN BACKSTOP PARTIES**, as identified by their respective account numbers, that have delivered duly completed Beneficial Holder Subscription Forms to the undersigned, which forms are attached hereto.

(Please complete the information requested below. Attach additional sheets if necessary.)

Name of Beneficial Owner	Total Principal Amount of Notes held as of Record Date	Number of Unsecured Rights Offering Shares Beneficial Holder Elects to Purchase*	Price per share	Total amount (Purchase Price)
1.			**$[•]**	
2.			**$[•]**	
3.			**$[•]**	
4.			**$[•]**	
5.			**$[•]**	
6.			**$[•]**	
7.			**$[•]**	
8.			**$[•]**	
9.			**$[•]**	
10.			**$[•]**	
TOTALS			**$[•]**	

** Rate = $_____ principal amount X [•] = Maximum number of LINN Rights (round down to nearest whole number)*

NO PAYMENTS NEED TO BE MADE BY ANY NOMINEE FOR UNSECURED RIGHTS EXERCISED BY ANY LINN BACKSTOP PARTIES AS SUCH PARTIES WILL REMIT THEIR PAYMENTS DIRECTLY TO THE SUBSCRIPTION AGENT OR AN ESCROW ACCOUNT (EXCEPT TO THE EXTENT OF ANY FUNDING PREVIOUSLY PROVIDED BY ANY SUCH ELIGIBLE UNSECURED HOLDER TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT IN ACCORDANCE WITH THE TERMS OF THE LINN BACKSTOP AGREEMENT).

Item 3. Payment and Delivery Instructions

A. Insert aggregate Purchase Price for non-LINN Backstop Parties set forth in Item 2a: $_____

All cash payments with respect to the exercise of LINN Rights that are being transmitted by this Master Subscription Form with respect to the amount set forth above shall be made by wire transfer ONLY of immediately available funds in accordance with the instructions set forth below.

Account Name :	
Bank Account No.:	

ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	[Insert claimant name in memo field]

B. Insert aggregate Purchase Price for LINN Backstop Parties set forth in Item 2b: $_____

NO NOMINEE OR BROKER MAY MAKE ANY PAYMENT IN RESPECT OF THE AMOUNT SET FORTH ABOVE IN ITEM 3B AND NO NOMINEE OR BROKER MAY DEDUCT FUNDS FROM THE ACCOUNT OF A LINN BACKSTOP PARTY TO MAKE ANY SUCH PAYMENT.

Please email, mail or deliver your completed Master Subscription Form (together with any duly completed and received Beneficial Holder Subscription Forms (with accompanying IRS Forms W-9 or appropriate IRS Form W-8, as applicable) to:

LINN Rights Offerings
c/o Prime Clerk LLC
830 Third Avenue, 3rd Floor
New York, NY 10022
Telephone: (844) 794-3479

Questions may also be directed to the Subscription Agent via email to: linnballots@primeclerk.com (please reference "LINN Rights Offering" in the subject line). (Please also see "Note Regarding Email" below.)

PLEASE NOTE: NO SUBSCRIPTION BY AN ELIGIBLE HOLDER WILL BE VALID UNLESS THIS MASTER SUBSCRIPTION FORM, TOGETHER WITH THE APPLICABLE DULY COMPLETED AND EXECUTED BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W-8, AS APPLICABLE), ARE VALIDLY SUBMITTED ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE (4:00 P.M. CENTRAL TIME ON JANUARY 11, 2017) AND SOLELY WITH RESPECT TO ELIGIBLE UNSECURED HOLDERS THAT ARE NOT LINN BACKSTOP PARTIES, PAYMENT OF THE AGGREGATE PURCHASE PRICE IS RECEIVED BY THE SUBSCRIPTION AGENT ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE.

NOTE REGARDING EMAIL

PROPERLY EXECUTED MASTER SUBSCRIPTION FORMS ALONG WITH RESPECTIVE BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) CAN BE E-MAILED TO THE SUBSCRIPTION AGENT AT LINNBALLOTS@PRIMECLERK.COM BY THE SUBSCRIPTION EXPIRATION DEADLINE PROVIDED THAT THE ORIGINAL MASTER

SUBSCRIPTION FORM(S) WITH ORIGINAL MEDALLION STAMP AND SIGNATURE IS DELIVERED TO THE SUBSCRIPTION AGENT WITHIN TWO BUSINESS DAYS. PLEASE ATTACH A COPY OF YOUR TRANSMITTAL EMAIL WHEN YOU FORWARD THE ORIGINAL DOCUMENTS.

Item 4. Additional Certification.

The undersigned certifies that for each beneficial holder whose exercise of rights are being transmitted by this Master Subscription Form (i) it is holding the Notes listed under Item 1 of the Beneficial Holder Subscription Form on behalf of the beneficial holder, (ii) the beneficial holder is entitled to participate in the Unsecured Rights Offering, (iii) the beneficial holder has been provided with a copy of the Plan, the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) and other applicable materials and (iv) true and correct copies of the Beneficial Holder Subscription Form have been received from each beneficial holder and are being transmitted herewith.

Date: _____

Name of Nominee: _____

DTC Participant Number: _____

Contact Name: _____

Title: _____

Address: _____

Telephone Number: _____

Fax: _____

Email: _____

MEDALLION GUARANTEE:
(In lieu of providing a medallion stamp, a Nominee may provide an original notarized signature on this registration instruction sheet and a list of authorized signatories on the letterhead of the Nominee.)

LINN ENERGY, LLC,
ON BEHALF OF AN ENTITY TO BE FORMED AT A LATER DATE

BENEFICIAL HOLDER SUBSCRIPTION FORM
FOR UNSECURED RIGHTS OFFERING

FOR USE BY ELIGIBLE UNSECURED HOLDERS OF
7.750% SENIOR NOTES DUE FEBRUARY 2021

IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED [•], 2016

SUBSCRIPTION EXPIRATION DEADLINE

The Subscription Expiration Deadline is 4:00 p.m. Central Time on January 11, 2017.

Please note that your Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by your Nominee in sufficient time to allow such Nominee to deliver the Master Subscription Form, along with completing wire transfer of the aggregate Purchase Price with respect to Eligible Unsecured Holders that are not LINN Backstop Parties to the Subscription Agent by the Subscription Expiration Deadline or the subscription represented by your Beneficial Holder Subscription Form will not be counted and will be deemed forever relinquished and waived.

Eligible Unsecured Holders that are LINN Backstop Parties must deliver the appropriate funding directly to the Subscription Agent or the Escrow Account, as applicable, (except to the extent of any funding previously provided by any such Eligible Unsecured Holder to the Subscription Agent or the Escrow Account in accordance with the terms of the LINN Backstop Agreement) no later than the deadline specified in the Funding Notice (the "Backstop Funding Deadline").

The Unsecured Rights Offering Shares are being distributed and issued by the Debtors without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption provided in section 1145 of the Bankruptcy Code.

None of the Unsecured Rights Offering Shares have been registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security.

Please consult the Plan, the Disclosure Statement and the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) for additional information with respect to this Beneficial Holder Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan or the Rights Offering Procedures.

If you have any questions, please contact the Subscription Agent via email to

linnballots@primeclerk.com (please reference "LINN Rights Offering" in the subject line), or at the following phone number: (844) 794-3479.

The record date for the Unsecured Rights Offering is December 16, 2016 (the "Record Date").

Item 1. Amount of Notes.

I certify that I am a beneficial holder of 7.750% Senior Notes due February 2021 (the "Notes") issued by Linn Energy, LLC in the following principal amount as of the Record Date (insert amount on the lines below) or that I am the authorized signatory of that beneficial holder. For purposes of this Beneficial Holder Subscription Form, do not adjust the principal (face) amount for any accrued or unmatured interest. Accrued prepetition interest is accounted for in the multiplier set forth in Item 2a below. (If a Nominee holds your Notes on your behalf and you do not know the principal amount, please contact your Nominee immediately.)

Insert principal amount of 7.750% Senior Notes due February 2021 held as of the Record Date.

_____

Item 2. Rights.

2a. Calculation of Maximum Number of Unsecured Rights Offering Shares. The maximum number of Unsecured Rights Offering Shares for which you may subscribe is calculated as follows:

_____ (Insert Principal Amount from Item 1 above)	X	[•]	=	_____ (Maximum Number of Unsecured Rights Offering Shares) (Round down to nearest whole number)

Each Eligible Unsecured Holder is entitled to subscribe for [•] Unsecured Rights Offering Shares per $1,000 of principal amount of the Notes (the "Maximum Participation Amount"), subject to the individual limits included in the calculations in the table above. To subscribe, fill out Items 1, 2a, 2b and 3, read Item 4 and read and complete Item 5 below.

2b. Purchase Price. By filling in the following blanks, you are indicating that the undersigned Eligible Unsecured Holder is interested in purchasing the number of Unsecured Rights Offering Shares specified below (specify a number of Unsecured Rights Offering Shares, which is not greater than the Maximum Participation Amount calculated in Item 2a above), on the terms and subject to the conditions set forth in the Rights Offering Procedures.

_____ (Indicate number of Unsecured Rights Offering Shares you elect to purchase) (Cannot exceed the Maximum Participation Amount)	X	$[•]	=	$_____ Aggregate Purchase Price

Item 3. LINN Backstop Party Representation.

(*This section is **only** for LINN Backstop Parties, each of whom is aware of its status as a LINN*

Backstop Party. Please note that checking the box below if you are not a LINN Backstop Party may result in forfeiture of your rights to participate in the Unsecured Rights Offering).

☐ I am a LINN Backstop Party identified in the LINN Backstop Agreement dated as of October 25, 2016 among Linn Energy, LLC and the LINN Backstop Parties signatory thereto (the "LINN Backstop Agreement").

Item 4. Payment and Delivery Instructions

For Eligible Unsecured Holders that did not check the box in Item 3, payment of the aggregate Purchase Price calculated pursuant to Item 2b above shall be made by wire transfer ONLY of immediately available funds in accordance with the procedures of your Nominee.

For Eligible Unsecured Holders that are LINN Backstop Parties and did check the box in Item 3, payment of the aggregate Purchase Price calculated pursuant to Item 2b above shall be made by wire transfer ONLY of immediately available funds directly to an escrow account established and maintained by a third party satisfactory to the LINN Backstop Parties that have requested such escrow account or to a segregated account maintained by the Subscription Agent, in each case in accordance with the Funding Notice that will be delivered to you pursuant to the LINN Backstop Agreement (except to the extent of any funding previously provided by any such Eligible Unsecured Holder to the Subscription Agent or the Escrow Account in accordance with the terms of the LINN Backstop Agreement).

NO NOMINEE OR BROKER MAY MAKE ANY PAYMENT IN RESPECT OF THE AGGREGATE PURCHASE PRICE OF A LINN BACKSTOP PARTY WHO CHECKED THE BOX IN ITEM 3 AND NO NOMINEE OR BROKER MAY DEDUCT FUNDS FROM THE ACCOUNT OF A LINN BACKSTOP PARTY TO MAKE ANY SUCH PAYMENT.

Please mail or deliver your completed Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to your Nominee **in sufficient time** to allow such Nominee to deliver the Master Subscription Form (and associated documentation) and all funds (solely with respect to Eligible Unsecured Holders that are not LINN Backstop Parties) to the Subscription Agent by the Subscription Expiration Deadline.

PLEASE NOTE: NO SUBSCRIPTION WILL BE VALID UNLESS THIS BENEFICIAL HOLDER SUBSCRIPTION FORM IS VALIDLY SUBMITTED TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO DELIVER THE MASTER SUBSCRIPTION FORM ALONG WITH THE AGGREGATE PURCHASE PRICE (SOLELY WITH RESPECT TO ELIGIBLE UNSECURED HOLDERS THAT ARE NOT LINN BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT BY THE SUBSCRIPTION EXPIRATION DEADLINE.

ELIGIBLE UNSECURED HOLDERS THAT ARE LINN BACKSTOP PARTIES MUST DELIVER THE APPROPRIATE FUNDING DIRECTLY TO THE SUBSCRIPTION

AGENT OR THE ESCROW ACCOUNT, AS APPLICABLE, NO LATER THAN THE BACKSTOP FUNDING DEADLINE (EXCEPT TO THE EXTENT OF ANY FUNDING PREVIOUSLY PROVIDED BY ANY SUCH ELIGIBLE UNSECURED HOLDER TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT IN ACCORDANCE WITH THE TERMS OF THE LINN BACKSTOP AGREEMENT).

Item 5. Certification.

The undersigned hereby certifies that (i) as of the Record Date, the undersigned was the beneficial holder of the Notes set forth in Item 1 above (the "Holder"), or the authorized signatory (the "Authorized Signatory") of such holder acting on behalf of the Holder, (ii) the Holder has received a copy of the Plan, the Disclosure Statement and the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) and (iii) the Holder understands that the exercise of the rights under the Unsecured Rights Offerings is subject to all the terms and conditions set forth in the Plan, the Rights Offering Procedures and, if applicable, the LINN Backstop Agreement.

By electing to subscribe for the amount of Unsecured Rights Offering Shares designated under Item 2b above, the Holder (or the Authorized Signatory on behalf of the Holder) is hereby instructing its Nominee to arrange for (i) the completion and delivery of its Master Subscription Form to the Subscription Agent before the Subscription Expiration Deadline and (ii) payment of the aggregate Purchase Price listed under Item 2b above by the Subscription Expiration Deadline (solely with respect to Eligible Unsecured Holders that are not LINN Backstop Parties).

The Holder (or the Authorized Signatory on behalf of such Holder) acknowledges that, by executing this Beneficial Holder Subscription Form, the Eligible Unsecured Holder named below has elected to subscribe for the number of Unsecured Rights Offering Shares designated under Item 2b above and will be bound to pay the aggregate Purchase Price listed under Item 2b above for the Unsecured Rights Offering Shares it has subscribed for and that it may be liable to the Debtors to the extent of any nonpayment.

Date: _____

Name of Eligible Unsecured Holder: _____

U.S. Federal Tax EIN/SSN (optional): _____

If Non-U.S. person, check here and attach appropriate IRS Form W- 8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

Number of Unsecured Rights Offering Shares: _____

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Fax: _____

Email: _____

PLEASE COMPLETE THE THREE SECTIONS BELOW IF UNSECURED RIGHTS OFFERING SHARES ARE TO BE ISSUED TO THE ELIGIBLE UNSECURED HOLDER, AND/OR PLEASE COMPLETE EXHIBIT A IF YOU ARE DESIGNATING ANY OTHER PERSON TO RECEIVE ALL OR A PORTION OF THE UNSECURED RIGHTS OFFERING SHARES.

A. Please indicate on the lines provided below the registration name of the Eligible Unsecured Holder in whose name the Unsecured Rights Offering Shares should be issued, in the event the Unsecured Rights Offering Shares are not DTC eligible (it is strongly recommended that the below information be typed to ensure that it is legible):

Registration Name Line 1 (Maximum 35 Characters):_____

Registration Name Line 2 (Maximum 35 Characters):_____
(if needed)

Address 1:_____

Address 2:_____

Address 3:_____

Address 4:_____

Telephone:_____

Email: _____

B. DTC Participant for the deposit of Unsecured Rights Offering Shares, in the event the Unsecured Rights Offering Shares are DTC eligible:

DTC Participant

Name:_____

DTC Participant

Number:_____

Information regarding your contact
at the DTC Participant:

Contact

Name:_____

Contact

Telephone:_____

Contact

Email:_____

C. Wire information in the event a refund is needed:

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

PLEASE RETURN THIS BENEFICIAL HOLDER SUBSCRIPTION FORM (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W-8, AS APPLICABLE) ONLY TO YOUR NOMINEE. DO NOT RETURN THIS FORM DIRECTLY TO THE SUBSCRIPTION AGENT.

PLEASE COMPLETE EXHIBIT A IF YOU ARE DESIGNATING ANY OTHER PERSON TO RECEIVE ALL OR A PORTION OF THE UNSECURED RIGHTS OFFERING SHARES.

EXHIBIT A

Special Delivery Instructions

IF THERE IS MORE THAN ONE DESIGNEE, COMPLETE A SEPARATE FORM FOR EACH DESIGNEE.
YOU MUST SPECIFY THE NUMBER OF UNSECURED RIGHTS OFFERING SHARES FOR EACH DESIGNEE.

Please complete ONLY if Unsecured Rights Offering Shares are to be issued in the name of someone OTHER than the Eligible Unsecured Holder. Such person(s) must also complete an IRS Form W-8 or IRS Form W-9, as applicable.

Number of Unsecured Rights Offering Shares:_____

Issue in the following Name: _____

U.S. Federal Tax EIN/SSN (optional for Non U.S. Persons): _____

If Non-U.S. person, check here and attach appropriate IRS Form W- 8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

A. Please indicate on the lines provided below the registration name of the designee in whose name the Unsecured Rights Offering Shares should be issued, in the event the Unsecured Rights Offering Shares are not DTC eligible (it is strongly recommended that the below information be typed to ensure that it is legible):

Registration Name Line 1 (Maximum 35 Characters):_____

Registration Name Line 2 (Maximum 35 Characters):_____
(if needed)

Address 1:_____

Address 2:_____

Address 3:_____

Address 4:_____

Telephone:_____

Email: _____

[Continued next page]

B. DTC Participant for the deposit of Unsecured Rights Offering Shares, in the event the Unsecured Rights Offering Shares are DTC eligible:

DTC Participant

Name:_____

DTC Participant

Number:_____

Information regarding your contact
at the DTC Participant:

Contact

Name:_____

Contact

Telephone:_____

Contact

Email:_____

C. Wire information in the event a refund is needed:

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

LINN ENERGY, LLC,
ON BEHALF OF AN ENTITY TO BE FORMED AT A LATER DATE

MASTER SUBSCRIPTION FORM
FOR UNSECURED RIGHTS OFFERING

FOR USE BY ELIGIBLE UNSECURED HOLDERS

IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED [•], 2016

For use by brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees for beneficial holders of LINN Energy, LLC's 7.750% Senior Notes Due February 2021 (the "Notes") issued by LINN Energy, LLC pursuant to an indenture dated as of September 13, 2010, among LINN Energy, LLC and LINN Energy Finance Corp., as Issuers, U.S. Bank, N.A., as Trustee, and the guarantors party thereto (as amended from time to time prior to the date hereof).

YOUR MASTER SUBSCRIPTION FORM AND COPIES OF THE BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) MUST BE RECEIVED BY THE SUBSCRIPTION AGENT, BY 4:00 P.M. (CENTRAL TIME) ON JANUARY 11, 2017, (THE "SUBSCRIPTION EXPIRATION DEADLINE") AND PAYMENTS OF THE AGGREGATE PURCHASE PRICE MUST BE RECEIVED BY THE SUBSCRIPTION EXPIRATION DEADLINE (SOLELY WITH RESPECT TO ELIGIBLE UNSECURED HOLDERS THAT ARE NOT LINN BACKSTOP PARTIES) OR THE SUBSCRIPTIONS REPRESENTED BY THIS MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED AND WILL BE DEEMED FOREVER RELINQUISHED AND WAIVED. NO PAYMENTS NEED TO BE MADE BY ANY NOMINEE FOR UNSECURED RIGHTS EXERCISED BY ANY LINN BACKSTOP PARTIES AS SUCH PARTIES WILL REMIT THEIR PAYMENTS DIRECTLY TO THE SUBSCRIPTION AGENT OR AN ESCROW ACCOUNT (EXCEPT TO THE EXTENT OF ANY FUNDING PREVIOUSLY PROVIDED BY ANY SUCH ELIGIBLE UNSECURED HOLDER TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT IN ACCORDANCE WITH THE TERMS OF THE LINN BACKSTOP AGREEMENT) BY THE BACKSTOP FUNDING DEADLINE. ANY TERMS CAPITALIZED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANING AS SET FORTH IN THE PLAN OR THE RIGHTS OFFERING PROCEDURES.

PLEASE LEAVE SUFFICIENT TIME FOR YOUR MASTER SUBSCRIPTION FORM TO REACH THE SUBSCRIPTION AGENT AND BE PROCESSED.

PLEASE CONSULT THE PLAN AND THE RIGHTS OFFERING PROCEDURES FOR ADDITIONAL INFORMATION WITH RESPECT TO THIS MASTER SUBSCRIPTION FORM. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE SUBSCRIPTION AGENT VIA EMAIL TO LINNBALLOTS@PRIMECLERK.COM (PLEASE REFERENCE "LINN RIGHTS OFFERING" IN THE SUBJECT LINE), OR AT THE

FOLLOWING PHONE NUMBER: (844) 794-3479

Item 1. Certification of Authority to Subscribe.

The undersigned certifies that as of the Record Date it (please check the applicable box):

☐ Is a broker, bank or other nominee for the beneficial holders of the Notes listed in Item 2 below, and is the registered holder of such Notes, or

☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by the broker, bank, or other nominee that is the registered holder of the Notes listed in Item 2 below.

Item 2a. Notes Beneficial Holder Information for NON-LINN BACKSTOP PARTIES ONLY.

The undersigned certifies that as of the Record Date the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of the Notes, as identified by their respective account numbers, that have delivered duly completed Beneficial Holder Subscription Forms to the undersigned, which forms are attached hereto.

(Please complete the information requested below. Attach additional sheets if necessary.)

Name of Beneficial Owner	**Total Principal Amount of Notes held as of Record Date**	**Number of Unsecured Rights Offering Shares Beneficial Holder Elects to Purchase***	**Price per share**	**Total amount (Purchase Price)**
1.			**$[•]**	
2.			**$[•]**	
3.			**$[•]**	
4.			**$[•]**	
5.			**$[•]**	
6.			**$[•]**	
7.			**$[•]**	
8.			**$[•]**	
9.			**$[•]**	
10.			**$[•]**	
TOTALS			**$[•]**	

** Rate = $_____ principal amount X [•] = Maximum number of LINN Rights (round down to nearest whole number)*

Total amount must be paid by wire transfer ONLY of immediately available funds to the Subscription Agent by the Subscription Expiration Deadline, in accordance with the directions below.

Item 2b. Notes Beneficial Holder Information. LINN BACKSTOP PARTIES ONLY.

The undersigned certifies that as of the Record Date the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of the Notes **THAT ARE LINN BACKSTOP PARTIES**, as identified by their respective account numbers, that have delivered duly completed Beneficial Holder Subscription Forms to the undersigned, which forms are attached hereto.

(Please complete the information requested below. Attach additional sheets if necessary.)

Name of Beneficial Owner	Total Principal Amount of Notes held as of Record Date	Number of Unsecured Rights Offering Shares Beneficial Holder Elects to Purchase*	Price per share	Total amount (Purchase Price)
1.			**$[•]**	
2.			**$[•]**	
3.			**$[•]**	
4.			**$[•]**	
5.			**$[•]**	
6.			**$[•]**	
7.			**$[•]**	
8.			**$[•]**	
9.			**$[•]**	
10.			**$[•]**	
TOTALS			**$[•]**	

** Rate = $_____ principal amount X [•] = Maximum number of LINN Rights (round down to nearest whole number)*

NO PAYMENTS NEED TO BE MADE BY ANY NOMINEE FOR UNSECURED RIGHTS EXERCISED BY ANY LINN BACKSTOP PARTIES AS SUCH PARTIES WILL REMIT THEIR PAYMENTS DIRECTLY TO THE SUBSCRIPTION AGENT OR AN ESCROW ACCOUNT (EXCEPT TO THE EXTENT OF ANY FUNDING PREVIOUSLY PROVIDED BY ANY SUCH ELIGIBLE UNSECURED HOLDER TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT IN ACCORDANCE WITH THE TERMS OF THE LINN BACKSTOP AGREEMENT).

Item 3. Payment and Delivery Instructions

A. Insert aggregate Purchase Price for non-LINN Backstop Parties set forth in Item 2a: $_____

All cash payments with respect to the exercise of LINN Rights that are being transmitted by this Master Subscription Form with respect to the amount set forth above shall be made by wire transfer ONLY of immediately available funds in accordance with the instructions set forth below.

Account Name :	
Bank Account No.:	

ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	[Insert claimant name in memo field]

B. Insert aggregate Purchase Price for LINN Backstop Parties set forth in Item 2b: $_____

NO NOMINEE OR BROKER MAY MAKE ANY PAYMENT IN RESPECT OF THE AMOUNT SET FORTH ABOVE IN ITEM 3B AND NO NOMINEE OR BROKER MAY DEDUCT FUNDS FROM THE ACCOUNT OF A LINN BACKSTOP PARTY TO MAKE ANY SUCH PAYMENT.

Please email, mail or deliver your completed Master Subscription Form (together with any duly completed and received Beneficial Holder Subscription Forms (with accompanying IRS Forms W-9 or appropriate IRS Form W-8, as applicable) to:

LINN Rights Offerings
c/o Prime Clerk LLC
830 Third Avenue, 3rd Floor
New York, NY 10022
Telephone: (844) 794-3479

Questions may also be directed to the Subscription Agent via email to: linnballots@primeclerk.com (please reference "LINN Rights Offering" in the subject line). (Please also see "Note Regarding Email" below.)

PLEASE NOTE: NO SUBSCRIPTION BY AN ELIGIBLE HOLDER WILL BE VALID UNLESS THIS MASTER SUBSCRIPTION FORM, TOGETHER WITH THE APPLICABLE DULY COMPLETED AND EXECUTED BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W-8, AS APPLICABLE), ARE VALIDLY SUBMITTED ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE (4:00 P.M. CENTRAL TIME ON JANUARY 11, 2017) AND SOLELY WITH RESPECT TO ELIGIBLE UNSECURED HOLDERS THAT ARE NOT LINN BACKSTOP PARTIES, PAYMENT OF THE AGGREGATE PURCHASE PRICE IS RECEIVED BY THE SUBSCRIPTION AGENT ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE.

NOTE REGARDING EMAIL

PROPERLY EXECUTED MASTER SUBSCRIPTION FORMS ALONG WITH RESPECTIVE BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) CAN BE E-MAILED TO THE SUBSCRIPTION AGENT AT LINNBALLOTS@PRIMECLERK.COM BY THE SUBSCRIPTION EXPIRATION DEADLINE PROVIDED THAT THE ORIGINAL MASTER

SUBSCRIPTION FORM(S) WITH ORIGINAL MEDALLION STAMP AND SIGNATURE IS DELIVERED TO THE SUBSCRIPTION AGENT WITHIN TWO BUSINESS DAYS. PLEASE ATTACH A COPY OF YOUR TRANSMITTAL EMAIL WHEN YOU FORWARD THE ORIGINAL DOCUMENTS.

Item 4. Additional Certification.

The undersigned certifies that for each beneficial holder whose exercise of rights are being transmitted by this Master Subscription Form (i) it is holding the Notes listed under Item 1 of the Beneficial Holder Subscription Form on behalf of the beneficial holder, (ii) the beneficial holder is entitled to participate in the Unsecured Rights Offering, (iii) the beneficial holder has been provided with a copy of the Plan, the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) and other applicable materials and (iv) true and correct copies of the Beneficial Holder Subscription Form have been received from each beneficial holder and are being transmitted herewith.

Date: _____

Name of Nominee: _____

DTC Participant Number: _____

Contact Name: _____

Title: _____

Address: _____

Telephone Number: _____

Fax: _____

Email: _____

MEDALLION GUARANTEE:
(In lieu of providing a medallion stamp, a Nominee may provide an original notarized signature on this registration instruction sheet and a list of authorized signatories on the letterhead of the Nominee.)

LINN ENERGY, LLC,
ON BEHALF OF AN ENTITY TO BE FORMED AT A LATER DATE

BENEFICIAL HOLDER SUBSCRIPTION FORM
FOR UNSECURED RIGHTS OFFERING

FOR USE BY ELIGIBLE UNSECURED HOLDERS OF
8.625% SENIOR NOTES DUE APRIL 2020

IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED [•], 2016

SUBSCRIPTION EXPIRATION DEADLINE

The Subscription Expiration Deadline is 4:00 p.m. Central Time on January 11, 2017.

Please note that your Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by your Nominee in sufficient time to allow such Nominee to deliver the Master Subscription Form, along with completing wire transfer of the aggregate Purchase Price with respect to Eligible Unsecured Holders that are not LINN Backstop Parties to the Subscription Agent by the Subscription Expiration Deadline or the subscription represented by your Beneficial Holder Subscription Form will not be counted and will be deemed forever relinquished and waived.

Eligible Unsecured Holders that are LINN Backstop Parties must deliver the appropriate funding directly to the Subscription Agent or the Escrow Account, as applicable, (except to the extent of any funding previously provided by any such Eligible Unsecured Holder to the Subscription Agent or the Escrow Account in accordance with the terms of the LINN Backstop Agreement) no later than the deadline specified in the Funding Notice (the "Backstop Funding Deadline").

The Unsecured Rights Offering Shares are being distributed and issued by the Debtors without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption provided in section 1145 of the Bankruptcy Code.

None of the Unsecured Rights Offering Shares have been registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security.

Please consult the Plan, the Disclosure Statement and the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) for additional information with respect to this Beneficial Holder Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan or the Rights Offering Procedures.

If you have any questions, please contact the Subscription Agent via email to

linnballots@primeclerk.com (please reference "LINN Rights Offering" in the subject line), or at the following phone number: (844) 794-3479.

The record date for the Unsecured Rights Offering is December 16, 2016 (the "Record Date").

Item 1. Amount of Notes.

I certify that I am a beneficial holder of 8.625% Senior Notes due April 2020 (the "Notes") issued by Linn Energy, LLC in the following principal amount as of the Record Date (insert amount on the lines below) or that I am the authorized signatory of that beneficial holder. For purposes of this Beneficial Holder Subscription Form, do not adjust the principal (face) amount for any accrued or unmatured interest. Accrued prepetition interest is accounted for in the multiplier set forth in Item 2a below. (If a Nominee holds your Notes on your behalf and you do not know the principal amount, please contact your Nominee immediately.)

Insert principal amount of 8.625% Senior Notes due April 2020 held as of the Record Date.

_____

Item 2. Rights.

2a. Calculation of Maximum Number of Unsecured Rights Offering Shares. The maximum number of Unsecured Rights Offering Shares for which you may subscribe is calculated as follows:

_____ (Insert Principal Amount from Item 1 above)	X	[•]	=	_____ (Maximum Number of Unsecured Rights Offering Shares) (Round down to nearest whole number)

Each Eligible Unsecured Holder is entitled to subscribe for [•] Unsecured Rights Offering Shares per $1,000 of principal amount of the Notes (the "Maximum Participation Amount"), subject to the individual limits included in the calculations in the table above. To subscribe, fill out Items 1, 2a, 2b and 3, read Item 4 and read and complete Item 5 below.

2b. Purchase Price. By filling in the following blanks, you are indicating that the undersigned Eligible Unsecured Holder is interested in purchasing the number of Unsecured Rights Offering Shares specified below (specify a number of Unsecured Rights Offering Shares, which is not greater than the Maximum Participation Amount calculated in Item 2a above), on the terms and subject to the conditions set forth in the Rights Offering Procedures.

_____ (Indicate number of Unsecured Rights Offering Shares you elect to purchase) (Cannot exceed the Maximum Participation Amount)	X	$[•]	=	$_____ Aggregate Purchase Price

Item 3. LINN Backstop Party Representation.
(*This section is **only** for LINN Backstop Parties, each of whom is aware of its status as a LINN*

Backstop Party. Please note that checking the box below if you are not a LINN Backstop Party may result in forfeiture of your rights to participate in the Unsecured Rights Offering).

☐ I am a LINN Backstop Party identified in the LINN Backstop Agreement dated as of October 25, 2016 among Linn Energy, LLC and the LINN Backstop Parties signatory thereto (the "LINN Backstop Agreement").

Item 4. Payment and Delivery Instructions

For Eligible Unsecured Holders that did not check the box in Item 3, payment of the aggregate Purchase Price calculated pursuant to Item 2b above shall be made by wire transfer ONLY of immediately available funds in accordance with the procedures of your Nominee.

For Eligible Unsecured Holders that are LINN Backstop Parties and did check the box in Item 3, payment of the aggregate Purchase Price calculated pursuant to Item 2b above shall be made by wire transfer ONLY of immediately available funds directly to an escrow account established and maintained by a third party satisfactory to the LINN Backstop Parties that have requested such escrow account or to a segregated account maintained by the Subscription Agent, in each case in accordance with the Funding Notice that will be delivered to you pursuant to the LINN Backstop Agreement (except to the extent of any funding previously provided by any such Eligible Unsecured Holder to the Subscription Agent or the Escrow Account in accordance with the terms of the LINN Backstop Agreement).

NO NOMINEE OR BROKER MAY MAKE ANY PAYMENT IN RESPECT OF THE AGGREGATE PURCHASE PRICE OF A LINN BACKSTOP PARTY WHO CHECKED THE BOX IN ITEM 3 AND NO NOMINEE OR BROKER MAY DEDUCT FUNDS FROM THE ACCOUNT OF A LINN BACKSTOP PARTY TO MAKE ANY SUCH PAYMENT.

Please mail or deliver your completed Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to your Nominee **in sufficient time** to allow such Nominee to deliver the Master Subscription Form (and associated documentation) and all funds (solely with respect to Eligible Unsecured Holders that are not LINN Backstop Parties) to the Subscription Agent by the Subscription Expiration Deadline.

PLEASE NOTE: NO SUBSCRIPTION WILL BE VALID UNLESS THIS BENEFICIAL HOLDER SUBSCRIPTION FORM IS VALIDLY SUBMITTED TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO DELIVER THE MASTER SUBSCRIPTION FORM ALONG WITH THE AGGREGATE PURCHASE PRICE (SOLELY WITH RESPECT TO ELIGIBLE UNSECURED HOLDERS THAT ARE NOT LINN BACKSTOP PARTIES) TO THE SUBSCRIPTION AGENT BY THE SUBSCRIPTION EXPIRATION DEADLINE.

ELIGIBLE UNSECURED HOLDERS THAT ARE LINN BACKSTOP PARTIES MUST DELIVER THE APPROPRIATE FUNDING DIRECTLY TO THE SUBSCRIPTION

AGENT OR THE ESCROW ACCOUNT, AS APPLICABLE, NO LATER THAN THE BACKSTOP FUNDING DEADLINE (EXCEPT TO THE EXTENT OF ANY FUNDING PREVIOUSLY PROVIDED BY ANY SUCH ELIGIBLE UNSECURED HOLDER TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT IN ACCORDANCE WITH THE TERMS OF THE LINN BACKSTOP AGREEMENT).

Item 5. Certification.

The undersigned hereby certifies that (i) as of the Record Date, the undersigned was the beneficial holder of the Notes set forth in Item 1 above (the "Holder"), or the authorized signatory (the "Authorized Signatory") of such holder acting on behalf of the Holder, (ii) the Holder has received a copy of the Plan, the Disclosure Statement and the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) and (iii) the Holder understands that the exercise of the rights under the Unsecured Rights Offerings is subject to all the terms and conditions set forth in the Plan, the Rights Offering Procedures and, if applicable, the LINN Backstop Agreement.

By electing to subscribe for the amount of Unsecured Rights Offering Shares designated under Item 2b above, the Holder (or the Authorized Signatory on behalf of the Holder) is hereby instructing its Nominee to arrange for (i) the completion and delivery of its Master Subscription Form to the Subscription Agent before the Subscription Expiration Deadline and (ii) payment of the aggregate Purchase Price listed under Item 2b above by the Subscription Expiration Deadline (solely with respect to Eligible Unsecured Holders that are not LINN Backstop Parties).

The Holder (or the Authorized Signatory on behalf of such Holder) acknowledges that, by executing this Beneficial Holder Subscription Form, the Eligible Unsecured Holder named below has elected to subscribe for the number of Unsecured Rights Offering Shares designated under Item 2b above and will be bound to pay the aggregate Purchase Price listed under Item 2b above for the Unsecured Rights Offering Shares it has subscribed for and that it may be liable to the Debtors to the extent of any nonpayment.

Date: _____

Name of Eligible Unsecured Holder: _____

U.S. Federal Tax EIN/SSN (optional): _____

If Non-U.S. person, check here and attach appropriate IRS Form W- 8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

Number of Unsecured Rights Offering Shares: _____

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Fax: _____

Email: _____

PLEASE COMPLETE THE THREE SECTIONS BELOW IF UNSECURED RIGHTS OFFERING SHARES ARE TO BE ISSUED TO THE ELIGIBLE UNSECURED HOLDER, AND/OR PLEASE COMPLETE EXHIBIT A IF YOU ARE DESIGNATING ANY OTHER PERSON TO RECEIVE ALL OR A PORTION OF THE UNSECURED RIGHTS OFFERING SHARES.

A. Please indicate on the lines provided below the registration name of the Eligible Unsecured Holder in whose name the Unsecured Rights Offering Shares should be issued, in the event the Unsecured Rights Offering Shares are not DTC eligible (it is strongly recommended that the below information be typed to ensure that it is legible):

Registration Name Line 1 (Maximum 35 Characters):_____

Registration Name Line 2 (Maximum 35 Characters):_____
(if needed)

Address 1:_____

Address 2:_____

Address 3:_____

Address 4:_____

Telephone:_____

Email: _____

B. DTC Participant for the deposit of Unsecured Rights Offering Shares, in the event the Unsecured Rights Offering Shares are DTC eligible:

DTC Participant

Name:_____

DTC Participant

Number:_____

Information regarding your contact
at the DTC Participant:

Contact

Name:_____

Contact

Telephone:_____

Contact

Email:_____

C. Wire information in the event a refund is needed:

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

PLEASE RETURN THIS BENEFICIAL HOLDER SUBSCRIPTION FORM (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W-8, AS APPLICABLE) ONLY TO YOUR NOMINEE. DO NOT RETURN THIS FORM DIRECTLY TO THE SUBSCRIPTION AGENT.

PLEASE COMPLETE EXHIBIT A IF YOU ARE DESIGNATING ANY OTHER PERSON TO RECEIVE ALL OR A PORTION OF THE UNSECURED RIGHTS OFFERING SHARES.

EXHIBIT A

Special Delivery Instructions

IF THERE IS MORE THAN ONE DESIGNEE, COMPLETE A SEPARATE FORM FOR EACH DESIGNEE.
YOU MUST SPECIFY THE NUMBER OF UNSECURED RIGHTS OFFERING SHARES FOR EACH DESIGNEE.

Please complete ONLY if Unsecured Rights Offering Shares are to be issued in the name of someone OTHER than the Eligible Unsecured Holder. Such person(s) must also complete an IRS Form W-8 or IRS Form W-9, as applicable.

Number of Unsecured Rights Offering Shares:_____

Issue in the following Name: _____

U.S. Federal Tax EIN/SSN (optional for Non U.S. Persons): _____

If Non-U.S. person, check here and attach appropriate IRS Form W- 8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

A. Please indicate on the lines provided below the registration name of the designee in whose name the Unsecured Rights Offering Shares should be issued, in the event the Unsecured Rights Offering Shares are not DTC eligible (it is strongly recommended that the below information be typed to ensure that it is legible):

Registration Name Line 1 (Maximum 35 Characters):_____

Registration Name Line 2 (Maximum 35 Characters):_____
(if needed)

Address 1:_____

Address 2:_____

Address 3:_____

Address 4:_____

Telephone:_____

Email: _____

[Continued next page]

B. DTC Participant for the deposit of Unsecured Rights Offering Shares, in the event the Unsecured Rights Offering Shares are DTC eligible:

DTC Participant

Name:_____

DTC Participant

Number:_____

Information regarding your contact
at the DTC Participant:

Contact

Name:_____

Contact

Telephone:_____

Contact

Email:_____

C. Wire information in the event a refund is needed:

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

LINN ENERGY, LLC,
ON BEHALF OF AN ENTITY TO BE FORMED AT A LATER DATE

MASTER SUBSCRIPTION FORM
FOR UNSECURED RIGHTS OFFERING

FOR USE BY ELIGIBLE UNSECURED HOLDERS

IN CONNECTION WITH DEBTORS'
DISCLOSURE STATEMENT DATED [•], 2016

For use by brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees for beneficial holders of LINN Energy, LLC's 8.625% Senior Notes Due April 2020 (the "Notes") issued by LINN Energy, LLC pursuant to a first supplemental indenture dated as of July 2, 2010, among LINN Energy, LLC and LINN Energy Finance Corp., as Issuers, U.S. Bank, N.A., as Trustee, and the guarantors party thereto (as amended from time to time prior to the date hereof).

YOUR MASTER SUBSCRIPTION FORM AND COPIES OF THE BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) MUST BE RECEIVED BY THE SUBSCRIPTION AGENT, BY 4:00 P.M. (CENTRAL TIME) ON JANUARY 11, 2017, (THE "SUBSCRIPTION EXPIRATION DEADLINE") AND PAYMENTS OF THE AGGREGATE PURCHASE PRICE MUST BE RECEIVED BY THE SUBSCRIPTION EXPIRATION DEADLINE (SOLELY WITH RESPECT TO ELIGIBLE UNSECURED HOLDERS THAT ARE NOT LINN BACKSTOP PARTIES) OR THE SUBSCRIPTIONS REPRESENTED BY THIS MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED AND WILL BE DEEMED FOREVER RELINQUISHED AND WAIVED. NO PAYMENTS NEED TO BE MADE BY ANY NOMINEE FOR UNSECURED RIGHTS EXERCISED BY ANY LINN BACKSTOP PARTIES AS SUCH PARTIES WILL REMIT THEIR PAYMENTS DIRECTLY TO THE SUBSCRIPTION AGENT OR AN ESCROW ACCOUNT (EXCEPT TO THE EXTENT OF ANY FUNDING PREVIOUSLY PROVIDED BY ANY SUCH ELIGIBLE UNSECURED HOLDER TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT IN ACCORDANCE WITH THE TERMS OF THE LINN BACKSTOP AGREEMENT). BY THE BACKSTOP FUNDING DEADLINE. ANY TERMS CAPITALIZED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANING AS SET FORTH IN THE PLAN OR THE RIGHTS OFFERING PROCEDURES.

PLEASE LEAVE SUFFICIENT TIME FOR YOUR MASTER SUBSCRIPTION FORM TO REACH THE SUBSCRIPTION AGENT AND BE PROCESSED.

PLEASE CONSULT THE PLAN AND THE RIGHTS OFFERING PROCEDURES FOR ADDITIONAL INFORMATION WITH RESPECT TO THIS MASTER SUBSCRIPTION FORM. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE SUBSCRIPTION AGENT VIA EMAIL TO LINNBALLOTS@PRIMECLERK.COM (PLEASE REFERENCE "LINN RIGHTS OFFERING" IN THE SUBJECT LINE), OR AT THE

FOLLOWING PHONE NUMBER: (844) 794-3479

Item 1. Certification of Authority to Subscribe.

The undersigned certifies that as of the Record Date it (please check the applicable box):

☐ Is a broker, bank or other nominee for the beneficial holders of the Notes listed in Item 2 below, and is the registered holder of such Notes, or

☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by the broker, bank, or other nominee that is the registered holder of the Notes listed in Item 2 below.

Item 2a. Notes Beneficial Holder Information for NON-LINN BACKSTOP PARTIES ONLY.

The undersigned certifies that as of the Record Date the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of the Notes, as identified by their respective account numbers, that have delivered duly completed Beneficial Holder Subscription Forms to the undersigned, which forms are attached hereto.

(Please complete the information requested below. Attach additional sheets if necessary.)

Name of Beneficial Owner	**Total Principal Amount of Notes held as of Record Date**	**Number of Unsecured Rights Offering Shares Beneficial Holder Elects to Purchase***	**Price per share**	**Total amount (Purchase Price)**
1.			**$[•]**	
2.			**$[•]**	
3.			**$[•]**	
4.			**$[•]**	
5.			**$[•]**	
6.			**$[•]**	
7.			**$[•]**	
8.			**$[•]**	
9.			**$[•]**	
10.			**$[•]**	
TOTALS			**$[•]**	

** Rate = $_____ principal amount X [•] = Maximum number of LINN Rights (round down to nearest whole number)*

Total amount must be paid by wire transfer ONLY of immediately available funds to the Subscription Agent by the Subscription Expiration Deadline, in accordance with the directions below.

Item 2b. Notes Beneficial Holder Information. LINN BACKSTOP PARTIES ONLY.

The undersigned certifies that as of the Record Date the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial holders of the Notes **THAT ARE LINN BACKSTOP PARTIES**, as identified by their respective account numbers, that have delivered duly completed Beneficial Holder Subscription Forms to the undersigned, which forms are attached hereto.

(Please complete the information requested below. Attach additional sheets if necessary.)

Name of Beneficial Owner	Total Principal Amount of Notes held as of Record Date	Number of Unsecured Rights Offering Shares Beneficial Holder Elects to Purchase*	Price per share	Total amount (Purchase Price)
1.			**$[•]**	
2.			**$[•]**	
3.			**$[•]**	
4.			**$[•]**	
5.			**$[•]**	
6.			**$[•]**	
7.			**$[•]**	
8.			**$[•]**	
9.			**$[•]**	
10.			**$[•]**	
TOTALS			**$[•]**	

** Rate = $_____ principal amount X [•] = Maximum number of LINN Rights (round down to nearest whole number)*

NO PAYMENTS NEED TO BE MADE BY ANY NOMINEE FOR UNSECURED RIGHTS EXERCISED BY ANY LINN BACKSTOP PARTIES AS SUCH PARTIES WILL REMIT THEIR PAYMENTS DIRECTLY TO THE SUBSCRIPTION AGENT OR AN ESCROW ACCOUNT (EXCEPT TO THE EXTENT OF ANY FUNDING PREVIOUSLY PROVIDED BY ANY SUCH ELIGIBLE UNSECURED HOLDER TO THE SUBSCRIPTION AGENT OR THE ESCROW ACCOUNT IN ACCORDANCE WITH THE TERMS OF THE LINN BACKSTOP AGREEMENT).

Item 3. Payment and Delivery Instructions

A. Insert aggregate Purchase Price for non-LINN Backstop Parties set forth in Item 2a: $_____

All cash payments with respect to the exercise of LINN Rights that are being transmitted by this Master Subscription Form with respect to the amount set forth above shall be made by wire transfer ONLY of immediately available funds in accordance with the instructions set forth below.

Account Name :	
Bank Account No.:	

ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	[Insert claimant name in memo field]

B. Insert aggregate Purchase Price for LINN Backstop Parties set forth in Item 2b: $_____

NO NOMINEE OR BROKER MAY MAKE ANY PAYMENT IN RESPECT OF THE AMOUNT SET FORTH ABOVE IN ITEM 3B AND NO NOMINEE OR BROKER MAY DEDUCT FUNDS FROM THE ACCOUNT OF A LINN BACKSTOP PARTY TO MAKE ANY SUCH PAYMENT.

Please email, mail or deliver your completed Master Subscription Form (together with any duly completed and received Beneficial Holder Subscription Forms (with accompanying IRS Forms W-9 or appropriate IRS Form W-8, as applicable) to:

LINN Rights Offerings
c/o Prime Clerk LLC
830 Third Avenue, 3rd Floor
New York, NY 10022
Telephone: (844) 794-3479

Questions may also be directed to the Subscription Agent via email to: linnballots@primeclerk.com (please reference "LINN Rights Offering" in the subject line). (Please also see "Note Regarding Email" below.)

PLEASE NOTE: NO SUBSCRIPTION BY AN ELIGIBLE HOLDER WILL BE VALID UNLESS THIS MASTER SUBSCRIPTION FORM, TOGETHER WITH THE APPLICABLE DULY COMPLETED AND EXECUTED BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W-8, AS APPLICABLE), ARE VALIDLY SUBMITTED ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE (4:00 P.M. CENTRAL TIME ON JANUARY 11, 2017) AND SOLELY WITH RESPECT TO ELIGIBLE UNSECURED HOLDERS THAT ARE NOT LINN BACKSTOP PARTIES, PAYMENT OF THE AGGREGATE PURCHASE PRICE IS RECEIVED BY THE SUBSCRIPTION AGENT ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE.

NOTE REGARDING EMAIL

PROPERLY EXECUTED MASTER SUBSCRIPTION FORMS ALONG WITH RESPECTIVE BENEFICIAL HOLDER SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) CAN BE E-MAILED TO THE SUBSCRIPTION AGENT AT LINNBALLOTS@PRIMECLERK.COM BY THE SUBSCRIPTION EXPIRATION DEADLINE PROVIDED THAT THE ORIGINAL MASTER

SUBSCRIPTION FORM(S) WITH ORIGINAL MEDALLION STAMP AND SIGNATURE IS DELIVERED TO THE SUBSCRIPTION AGENT WITHIN TWO BUSINESS DAYS. PLEASE ATTACH A COPY OF YOUR TRANSMITTAL EMAIL WHEN YOU FORWARD THE ORIGINAL DOCUMENTS.

Item 4. Additional Certification.

The undersigned certifies that for each beneficial holder whose exercise of rights are being transmitted by this Master Subscription Form (i) it is holding the Notes listed under Item 1 of the Beneficial Holder Subscription Form on behalf of the beneficial holder, (ii) the beneficial holder is entitled to participate in the Unsecured Rights Offering, (iii) the beneficial holder has been provided with a copy of the Plan, the Rights Offering Procedures (including the Rights Offering Instructions attached thereto) and other applicable materials and (iv) true and correct copies of the Beneficial Holder Subscription Form have been received from each beneficial holder and are being transmitted herewith.

Date: _____

Name of Nominee: _____

DTC Participant Number: _____

Contact Name: _____

Title: _____

Address: _____

Telephone Number: _____

Fax: _____

Email: _____

MEDALLION GUARANTEE:
(In lieu of providing a medallion stamp, a Nominee may provide an original notarized signature on this registration instruction sheet and a list of authorized signatories on the letterhead of the Nominee.)

Exhibit E

Liquidation Analysis

LIQUIDATION ANALYSIS[1]

Introduction

Under the "best interests of creditors" test set forth in section 1129(a)(7) of the Bankruptcy Code, the Bankruptcy Court may not confirm a plan of reorganization unless the plan provides each holder of an allowed claim or interest that does not otherwise vote in favor of the plan with property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtor were liquidated under chapter 7 of the Bankruptcy Code.

To demonstrate that the Plan satisfies the best interests of creditors test, the Debtors, with the assistance of their restructuring advisors, AlixPartners, LLP, have prepared the hypothetical liquidation analysis (the "Liquidation Analysis"), which is based upon certain assumptions discussed in the Disclosure Statement and accompanying notes to the Liquidation Analysis.

The Liquidation Analysis sets forth an estimated range of recovery values for each Class of Claims and Interests upon disposition of assets pursuant to a hypothetical chapter 7 liquidation. As illustrated by the Liquidation Analysis, holders of Claims in certain Unimpaired Classes that would receive a full recovery under the Plan would receive less than a full recovery in a hypothetical liquidation. Additionally, holders of Claims or Interests in Impaired Classes would receive a lower recovery in a hypothetical liquidation than they would under the Plan. Further, no holder of a Claim or Interest would receive or retain property under the Plan of a value that is less than such holder would receive in a chapter 7 liquidation. Accordingly, and as set forth in greater detail below, the Debtors believe that the Plan satisfies the "best interests of creditors" test set forth in section 1129(a)(7) of the Bankruptcy Code.

Statement of Limitations

The preparation of a liquidation analysis is an uncertain process involving the use of estimates and assumptions that, although considered reasonable by the Debtors based upon their business judgment and input from their advisors, are inherently subject to significant business, economic, and competitive risks, uncertainties and contingencies, most of which are difficult to predict and many of which are beyond the control of the Debtors, their management, and their advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could materially affect the ultimate results in an actual chapter 7 liquidation. The Liquidation Analysis was prepared for the sole purpose of generating a reasonable good faith estimate of the proceeds that would be generated if the Debtors' assets were liquidated in accordance with chapter 7 of the Bankruptcy Code. The Liquidation Analysis is not intended and should not be used for any other purpose.

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Disclosure Statement.

The underlying financial information in the Liquidation Analysis and values stated herein have not been subject to any review, compilation, or audit by any independent accounting firm. In addition, various liquidation decisions upon which certain assumptions are based are subject to change. As a result, the actual amount of claims against the Debtors' estates could vary significantly from the estimates stated herein, depending on the nature and amount of claims asserted during the pendency of the chapter 7 case. Similarly, the value of the Debtors' assets in a liquidation scenario is uncertain and could vary significantly from the values set forth in the Liquidation Analysis.

The Liquidation Analysis was prepared for the sole purpose of generating a reasonable and good faith estimate of the recoveries that would result if the Debtors' assets were liquidated in accordance with chapter 7 of the Bankruptcy Code and is not intended and should not be used for any other purpose. The Liquidation Analysis does not include estimates for: (i) the tax consequences, either foreign or domestic, that may be triggered upon the liquidation and sale of assets, (ii) recoveries resulting from any potential preference (other than those specifically identified below), fraudulent transfer, or other litigation or avoidance actions, or (iii) certain claims that may be entitled to priority under the Bankruptcy Code, including administrative priority claims under sections 503(b) and 507(b) of the Bankruptcy Code. More specific assumptions are detailed in the notes below. ACCORDINGLY, NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS OF A LIQUIDATION OF THE DEBTORS WOULD OR WOULD NOT, IN WHOLE OR IN PART, APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED HEREIN. THE ACTUAL LIQUIDATION VALUE OF THE DEBTORS IS SPECULATIVE AND RESULTS COULD VARY MATERIALLY FROM ESTIMATES PROVIDED HEREIN.

In preparing the Liquidation Analysis, the Debtors estimated Allowed Claims based upon a review of Claims listed on the Debtors' Schedules of Assets and Liabilities and the Debtors' financial statements to account for other known liabilities, as necessary. In addition, the Liquidation Analysis includes estimates for Claims not currently asserted in the chapter 11 cases, but which could be asserted and allowed in a chapter 7 liquidation, including unpaid chapter 11 Administrative Claims, and chapter 7 administrative claims such as wind down costs, trustee fees, and tax liabilities. To date, the Bankruptcy Court has not estimated or otherwise fixed the total amount of Allowed Claims used for purposes of preparing this Liquidation Analysis. Therefore, the Debtors' estimate of Allowed Claims set forth in the Liquidation Analysis should not be relied on for any other purpose, including determining the value of any distribution to be made on account of Allowed Claims and Interests under the Plan. NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE OR CONSTITUTES A CONCESSION OR ADMISSION OF THE DEBTORS. THE ACTUAL AMOUNT OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH IN THE LIQUIDATION ANALYSIS.

Basis of Presentation

The Liquidation Analysis has been prepared assuming that the Debtors converted their current chapter 11 cases to cases under chapter 7 of the Bankruptcy Code on or about January 31, 2017 (the "Liquidation Date"). Except as otherwise noted herein, the Liquidation Analysis is based upon the unaudited financial statements of the Debtors as of August 31, 2016 and those values, in total, are assumed to be representative of the Debtors' assets and liabilities as of the Liquidation Date. It is assumed that on the Liquidation Date, the Bankruptcy Court would appoint a chapter 7 trustee (the "Trustee") to oversee the liquidation of the Debtors' estates, during which time all of the assets of the LINN Debtors and the Berry Debtors (together, the "Liquidating Entities") would be sold and the cash proceeds, net of liquidation-related costs, would then be distributed to creditors in accordance with applicable law: (i) ***first***, for payment of liquidation and wind down expenses, trustee fees, and professional fees attributable to the liquidation and wind down (together, the "Wind Down Expenses"); (ii) ***second***, to pay the costs and expenses of other administrative claims that may arise from the termination of the Debtors operations; (iii) ***third***, to pay the secured portions of all Allowed Secured Claims; and (iv) ***fourth***, to pay amounts on the Allowed Other Priority Claims.[2] Any remaining net cash would be distributed to creditors holding Unsecured Claims, including deficiency Claims that arise to the extent of the unsecured portion of the Allowed Secured Claims.

The Liquidation Analysis has been prepared assuming that the Debtors' current chapter 11 cases convert to chapter 7 on the Liquidation Date. The Liquidation Analysis is based on the book values of the Debtors' assets and liabilities as of August 31, 2016, or more recent values where available. The Debtors' management team believes that the August 31, 2016 book value of assets and certain liabilities are a proxy for such book values as of the Liquidation Date. The Debtors have also projected unencumbered and encumbered cash balances and certain tax and severance liabilities forward to the Liquidation Date. This Liquidation Analysis assumes operations of the Liquidating Entities will cease and the related individual assets will be sold in a rapid sale under a two to three month liquidation process (the "Liquidation Timeline") under the direction of the Trustee, utilizing the Debtors' resources and third-party advisors, to allow for the orderly wind down of the Debtors' estates. There can be no assurance that the liquidation would be completed in a limited time frame, nor is there any assurance that the recoveries assigned to the assets would in fact be realized. Under section 704 of the Bankruptcy Code, a trustee must, among other duties, collect and convert the property of the estate as expeditiously (generally at distressed process) as is compatible with the best interests of parties-in-interest. The Liquidation Analysis is also based on the assumptions that: (i) the Debtors have continued access to cash collateral during the course of the Liquidation Timeline to fund Wind Down Expenses and (ii)

[2] For purposes of this Liquidation Analysis, recoveries in a hypothetical liquidation of the Berry Debtors was analyzed in order to determine the recoveries to the LINN Debtors on certain intercompany claims held by the LINN Debtors in Berry. The results of liquidating the Berry Debtors have not been depicted below, other than the recoveries accruing to the LINN Debtors.

field security, accounting, treasury, IT, and other management services needed to wind down the estates continue. The Liquidation Analysis was prepared on a by-entity basis for all Liquidating Entities. Asset recoveries accrue first to satisfy creditor claims at the legal entity level. To the extent any remaining value exists, it flows to each individual entity's parent organization. For the LINN Lender Claims, LINN Second Lien Notes Claims and LINN Unsecured Notes Claims, the Liquidation Analysis assumes that claims have been filed against each of the LINN Debtors. In addition, the Liquidation Analysis includes an analysis of the recovery of pre-petition and post-petition LINN Intercompany Claims and Berry Intercompany Claims. Pre-petition intercompany claims are treated as receiving the same recovery as general unsecured claims and post-petition claims are treated as receiving the same recovery as general administrative claims, meaning that at each entity, all post-petition intercompany claims are satisfied before unsecured claims receive any recovery.

Conclusion

The Debtors have determined, as summarized in the following analysis that confirmation of the Plan will provide creditors with a recovery that is not less than what they would otherwise receive in connection with a liquidation of the Debtors under chapter 7 of the Bankruptcy Code.

LINN Debtors Liquidation Analysis Summary - 1/31/17							
		Book	Recovery %		Proceeds	
		Value	Low	High	Low	High
Cash	[A]	$ 1,065,147,639	100%	100%	$ 1,065,147,639	$ 1,065,147,639
Accounts Receivable, net	[B]	140,999,067	80%	95%	112,799,254	133,949,114
Inventory	[C]	17,723,454	70%	85%	12,406,418	15,064,936
Prepaid Expenses	[D]	70,843,378	46%	57%	32,852,056	40,574,884
PP&E - Oil and Related Assets	[E]	3,710,809,373	33%	43%	1,210,601,209	1,592,801,747
Other Assets	[F]	29,648,658	5%	7%	1,500,470	2,095,383
Intercompany Receivables - Berry	[G]	6,826,257	0%	0%	0	-
Gross Proceeds from Liquidation		**$ 5,035,171,569**	**48%**	**57%**	**$ 2,435,307,045**	**$ 2,849,633,703**
Administrative						
Lienable Administrative and Chapter 7 Claims:	[H]				$ 240,813,107	$ 249,099,640
Recovery $					240,813,107	249,099,640
Recovery %					100.0%	100.0%
General Administrative Claims:					$ 123,499,676	$ 123,499,676
Recovery $					15,414,266	49,669,485
Recovery %					12.5%	40.2%
LINN Lender Claims - Credit Facility and Term Loan						
LINN Lender Claims	[I]				$ 2,388,986,057	$ 2,388,986,057
LINN Lender Claims Recovery from Pledged Assets					1,546,729,868	1,856,025,304
LINN Lender Claims Recovery from Diminution Claim					502,013,850	347,280,500
LINN Lender Claims Recovery from Deficiency Claims					36,328,161	110,816,679
Total LINN Lender Claims Recovery $					$ 2,085,071,879	$ 2,314,122,483
Total LINN Lender Claims Recovery %					87.3%	96.9%
LINN Second Lien Notes Claims						
LINN Second Lien Notes Claims	[J]				$ 2,057,333,333	$ 1,057,333,333
Second Lien Recovery from Deficiency Claims					37,372,088	59,787,237
Recovery %					1.8%	5.7%
LINN Unsecured Notes Claims						
LINN Unsecured Notes Claims	[K]				$ 3,109,979,979	$ 3,109,979,979
Recovery $					56,493,735	175,854,769
Recovery %					1.8%	5.7%
LINN General Unsecured Claims						
LINN General Unsecured Claims	[L]				$ 134,774,155	$ 134,774,155
Recovery $					13,277	649,309
Recovery %					0.0%	0.5%
LINN Intercompany Claims - Berry						
Intercompany Payables - Berry	[M]				$ 25,450,781	$ 25,450,781
Recovery $					128,693	450,781
Recovery %					0.5%	1.8%
Total Distributions					**$ 2,435,307,045**	**$ 2,849,633,703**

Specific Notes to the Liquidation Analysis

Asset book values and unsecured trade claims shown above are as of August 31, 2016 unless otherwise noted. Although the LINN Debtors performed the liquidation analysis on an entity-by-entity basis, the table above is presented, for illustrative purposes, on a consolidated basis.

[A] Cash and Cash Equivalents: The cash balances are the projected balances as of January 31, 2017, assuming that the $450 million in total payments to the secured lenders as part of the RSA are returned to the Debtors as part of a successful preference action. The cash forecast projects that approximately $444 million of cash held in U.S. banks is pledged as collateral to the

Debtors' credit facilities and approximately $170 million of cash is unencumbered. Additionally, the $450 million cash recovery from the preference action is assumed to be unencumbered, before the filing of diminution claims (discussed further below). A 100% recovery on cash and equivalents has been estimated for the low and high cases.

[B] Accounts Receivable, Net: An 80% to 95% recovery has been estimated given the lack of customer concentration and relatively young age of the LINN Debtors' receivables.

[C] Inventory: A 70% to 85% recovery has been estimated for inventory that is primarily comprised of hydrocarbon inventory and well equipment.

[D] Prepaid Expenses: Prepaid expenses consist of prepaid items that will likely be largely unrecoverable in the event of a chapter 7 liquidation including prepaid financing fees (recognized for accounting purposes only), software licenses, rent, and other items that are amortized over the applicable license or rental period. These items have been examined individually and assigned recoveries ranging from 0% (for accounting related assets) to 90% for prepaid insurance, which is likely largely recoverable. On a blended basis, a 46% to 57% recovery has been assigned to these prepaid amounts.

[E] PP&E — Oil and Related Assets: PP&E primarily consists of proved reserves and the associated wells, pipelines, and equipment associated with extracting those reserves. Where economically feasible, it has been assumed that the LINN Debtors' reserves will be sold as operating wells. The value of these wells has been estimated by reserve type using the Debtors' internal projections and business plan, adjusted for liquidation conditions. In total, the LINN Debtors' oil producing and related assets would amount to approximately $1.2 billion and $1.6 billion in a liquidation scenario, under the low and high end, respectively. In the low end, it is assumed that all mortgages perfected prior to the Petition Date remain in effect. On the high end, it is assumed that mortgages perfected within 90 days of the filing date are unwound as part of a preference action. In addition, approximately $66 million to $90 million has been added to the value of the reserves, wells, and related equipment to account for the LINN Debtors' Jayhawk facility, compression, midstream, building, land, vehicle, and other assets. In total, the implied recovery relative to net book value is 33% to 43%.

[F] Other Assets: Other assets consist of deferred tax assets, certain long term prepaid items (expenses and insurance), and equity investments in minority owned Wilderness Energy Services. On a blended basis, the recovery is 5% to 7% of net book value.

[G] Intercompany Receivables — Berry: The intercompany receivables represent the recovery from Berry for post-petition intercompany claims that exist between LINN Debtors and Berry. The Debtors project no recovery from these receivables.

[H] Administrative Claims: Lienable and chapter 7 claims include trade payables that may be subject to mechanics and other liens, estimated wind down costs of $17.6 million, a 1% trustee fee on non-cash proceeds, and an estimated 1% expense allocation for legal/professional fees on

non-cash recoveries. It is assumed that the lienable claims must be satisfied in order to achieve a successful sale of the reserves and wells as operating entities versus capping and abandoning the wells. The wind down salary expense estimate assumes that payroll expenses include two months with full LOE payroll and a third month at 35%, while G&A payroll is estimated at 50% for two months and 5% for the third month. The table below provides a summary of estimated administrative claims.

Additionally, post-petition payables, accruals, and liabilities that are not subject to mechanics and other liens are included in the general administrative claims.

LINN Administrative Claim Summary	Low	High
Trade Subject to Liens	$ 37,748,724	$ 37,748,724
Royalties Payable and Gas Imbalance	83,043,825	83,043,825
Severance Taxes	16,866,066	16,866,066
Property Taxes	41,487,225	41,487,225
Chapter 11 Professional Fees	16,664,029	16,664,029
Trustee Fee	13,701,594	17,844,861
Chapter 7 Professional Fees	13,701,594	17,844,861
Wind down Salary Expenses	17,600,049	17,600,049
Lieanable/Chapter 7 Administrative Claims	$ 240,813,107	$ 249,099,640
General Administrative Claims	123,499,676	123,499,676
Total Administrative Claims	$ 364,312,783	$ 372,599,316

[I] LINN Lender Claims — Credit Facility and Senior Term Loan: The claim amount represents an estimate of the secured claims. Recovery amounts include deficiency claim recoveries for amounts not covered by secured assets and diminution claims of $502 million in the low case and $347 million in the high case for the decline of secured lenders' collateral from the Petition Date to the Liquidation Date. The Liquidation Analysis assumes that intercompany receivables have been pledged at LINN Energy Holdings, LINN Operating Inc., Mid-Continent II LLC, LINN Midstream LLC and Linn Exploration Midcontinent LLC and thus, are secured assets. Intercompany receivables have not been pledged at LINN Energy, LLC, LINN E&P Michigan LLC, and LINN Midwest Energy LLC and thus, are not secured assets.

[J] LINN Second Lien Notes Claims: On the low recovery side, the Debtors assumed that these notes are entitled to submit claims of $2 billion plus accrued interest on an unsecured basis while they are entitled to submit a claim of $1 billion plus accrued interest in the high recovery case.[3] Recoveries on the LINN Second Lien Notes range from 1.8% to 5.7%.

[K] LINN Unsecured Notes Claims: The claim amount represents an estimate of the LINN senior notes claim. Senior notes share recoveries ratably with other unsecured claims and the

[3] The Debtors believe the risk of the Second Lien Settlement not being approved in a liquidation scenario is low. Nevertheless, the Debtors have included this high recovery scenario in an effort to provide as comprehensive an analysis as practicable.

secured and second lien unsecured/deficiency claims at each entity. Recoveries on the LINN Senior Unsecured Notes range from 1.8% to 5.7%.

[L] LINN General Unsecured: General unsecured claims primarily consist of pre-petition accounts payable and contract rejection claims, including anticipated claims that will result from a chapter 7 liquidation. These claims have been evaluated on a debtor-by-debtor basis and recovery rates for individual claims range from 0.0% to 0.5% depending on the specific entity and case in question. Aggregate general unsecured recoveries are lower than those shown above for LINN debt instruments because debt claims are asserted against multiple LINN entities that have provided a guarantee.

[M] LINN Intercompany Claims — Berry: The intercompany payables represent the payments to Berry for intercompany claims. The Debtors project a recovery of $0.1 million to $0.5 million.

The following tables provide a summary of the asset recoveries and payments made at each of the Debtors' entities.

The following table provides a summary of the asset recoveries and payments made at LINN Energy Holdings, LLC.

LINN Energy Holdings, LLC Liquidation Analysis Summary - 1/31/17	Low	High
Cash	$ -	$ -
Accounts Receivable, net	146,537,666	174,013,478
Inventory	2,685,950	3,261,511
Prepaid Expenses	5,767,310	8,460,360
PP&E - Oil and Related Assets	1,042,497,405	1,372,010,119
Other Assets	1,489,157	2,084,070
Intercompany Receivables	4,936	7,709
Gross Proceeds from Liquidation	**$ 1,198,982,424**	**$ 1,559,837,248**
Administrative		
Lienable Administrative and Chapter 7 Claims:	$ 126,564,788	$ 133,781,829
Recovery $	126,564,788	133,781,829
Recovery %	100.0%	100.0%
General Administrative Claims:	$ 47,942,213	$ 47,942,213
Recovery $	13,686,994	47,942,213
Recovery %	28.5%	100.0%
LINN Lender Claims - Credit Facility and Term Loan		
LINN Lender Claims	$ 2,388,986,057	$ 2,388,986,057
LINN Lender Claims Recovery from Pledged Assets	1,056,008,873	1,299,087,544
LINN Lender Claims Recovery from Diminution Claim	-	-
LINN Lender Claims Recovery from Deficiency Claims	$ 1,332,977,184	$ 1,089,898,513
LINN Lender Claims Recovery from Deficiency Claims Recovery	-	8,791,169
Recovery %	0.0%	0.8%
Total LINN Lender Claims Recovery $	$ 1,056,008,873	$ 1,307,878,713
Total LINN Lender Claims Recovery %	44.2%	54.7%
LINN Second Lien Notes Claims		
LINN Second Lien Notes Claims	$ 2,057,333,333	$ 1,057,333,333
LINN Second Lien Notes Claims Recovery	-	8,528,497
Recovery %	0.0%	0.8%
LINN Unsecured Notes Claims		
LINN Unsecured Notes Claims	$ 3,109,979,979	$ 3,109,979,979
Recovery $	-	25,085,235
Recovery %	0.0%	0.8%
General Unsecured		
General Unsecured Claims - All Entities (excluding notes)	$ 75,834,514	$ 75,834,514
Recovery $	-	611,685
Recovery %	0.0%	0.8%
Intercompany Claims		
Total Intercompany Claims	$ 3,291,859,273	$ 3,291,859,273
Recovery $	2,721,769	36,009,076
Recovery %	0.1%	1.1%
Total Distributions	**$ 1,198,982,424**	**$ 1,559,837,248**

As shown in the table above, the LINN Lender Claims receive a 44.2% to 54.7% recovery from LINN Energy Holdings, LLC, while unsecured claimants receive a 0.0% to 0.8% recovery. Intercompany recoveries exceed that of unsecured claims as they are comprised of both pre-petition and post-petition intercompany payables.

The following table provides a summary of the asset recoveries and payments made at LINN Operating Inc.

LINN Operating Inc. Liquidation Analysis Summary - 1/31/17	Low	High
Cash	$ 443,964,700	$ 443,964,700
Accounts Receivable, net	(20,542,514)	(24,394,235)
Inventory	9,625,070	11,687,585
Prepaid Expenses	26,765,296	31,647,099
PP&E - Oil and Related Assets	16,161,943	22,071,036
Other Assets	11,313	11,313
Intercompany Receivables	45,744,948	83,310,146
Gross Proceeds from Liquidation	**$ 521,730,756**	**$ 568,297,644**
Administrative		
Lienable Administrative and Chapter 7 Claims:	$ 101,697,792	$ 101,877,825
Recovery $	101,697,792	101,877,825
Recovery %	100.0%	100.0%
General Administrative Claims:	$ 67,713,336	$ 67,713,336
Recovery $	-	-
Recovery %	0.0%	0.0%
LINN Lender Claims - Credit Facility and Term Loan		
LINN Lender Claims	$ 2,388,986,057	$ 2,388,986,057
LINN Lender Claims Recovery from Pledged Assets	420,032,964	466,419,819
LINN Lender Claims Recovery from Diminution Claim	-	-
LINN Lender Claims Recovery from Deficiency Claims	$ 1,968,953,093	$ 1,922,566,238
LINN Lender Claims Recovery from Deficiency Claims Recovery	-	-
Recovery %	0.0%	0.0%
Total LINN Lender Claims Recovery $	$ 420,032,964	$ 466,419,819
Total LINN Lender Claims Recovery %	17.6%	19.5%
LINN Second Lien Notes Claims		
LINN Second Lien Notes Claims	$ 2,057,333,333	$ 1,057,333,333
LINN Second Lien Notes Claims Recovery	-	-
Recovery %	0.0%	0.0%
LINN Unsecured Notes Claims		
LINN Unsecured Notes Claims	$ 3,109,979,979	$ 3,109,979,979
Recovery $	-	-
Recovery %	0.0%	0.0%
General Unsecured		
General Unsecured Claims - All Entities (excluding notes)	$ 57,543,649	$ 57,543,649
Recovery $	-	-
Recovery %	0.0%	0.0%
Intercompany Claims		
Total Intercompany Claims	$ 2,128,403,885	$ 2,128,403,885
Recovery $	-	-
Recovery %	0.0%	0.0%
Total Distributions	**$ 521,730,756**	**$ 568,297,644**

As shown in the table above, the LINN Lender Claims receive a 17.6% to 19.5% recovery from LINN Operating Inc., while unsecured claimants receive no recovery.

The following table provides a summary of the asset recoveries and payments made at LINN Energy, LLC.

LINN Energy, LLC Liquidation Analysis Summary - 1/31/17	Low	High
Cash	$ 620,335,739	$ 620,335,739
Accounts Receivable, net	-	-
Inventory	-	-
Prepaid Expenses	-	-
PP&E - Oil and Related Assets	-	-
Other Assets	-	-
Intercompany Receivables	706,160	28,808,023
Gross Proceeds from Liquidation	**$ 621,041,899**	**$ 649,143,762**
Administrative		
Lienable Administrative and Chapter 7 Claims:	$ -	$ -
Recovery $	-	-
Recovery %	na	na
General Administrative Claims:	$ 313,184	$ 313,184
Recovery $	313,184	313,184
Recovery %	100.0%	100.0%
LINN Lender Claims - Credit Facility and Term Loan		
LINN Lender Claims	$ 2,388,986,057	$ 2,388,986,057
LINN Lender Claims Recovery from Pledged Assets	-	-
LINN Lender Claims Recovery from Diminution Claim	502,013,850	347,280,500
LINN Lender Claims Recovery from Deficiency Claims	$ 1,886,972,207	$ 2,041,705,557
LINN Lender Claims Recovery from Deficiency Claims Recovery	26,360,835	80,453,016
Recovery %	1.4%	3.9%
Total LINN Lender Claims Recovery $	$ 528,374,685	$ 427,733,516
Total LINN Lender Claims Recovery %	22.1%	17.9%
LINN Second Lien Notes Claims		
LINN Second Lien Notes Claims	$ 2,057,333,333	$ 1,057,333,333
LINN Second Lien Notes Claims Recovery	28,740,765	41,664,017
Recovery %	1.4%	3.9%
LINN Unsecured Notes Claims		
LINN Unsecured Notes Claims	$ 3,109,979,979	$ 3,109,979,979
Recovery $	43,446,145	122,548,165
Recovery %	1.4%	3.9%
General Unsecured		
General Unsecured Claims - All Entities (excluding notes)	$ 910,909	$ 910,909
Recovery $	12,725	35,894
Recovery %	1.4%	3.9%
Intercompany Claims		
Total Intercompany Claims	$ 1,442,687,062	$ 1,442,687,062
Recovery $	20,154,394	56,848,986
Recovery %	1.4%	3.9%
Total Distributions	**$ 621,041,899**	**$ 649,143,762**

As shown in the table above, the LINN Lender Claims receive a 22.1% to 17.9% recovery from LINN Energy, LLC, while unsecured claimants receive a 1.4% to 3.9% recovery.

The following table provides a summary of the asset recoveries and payments made at LINN E&P Michigan, LLC.

LINN E&P Michigan, LLC Liquidation Analysis Summary - 1/31/17	Low	High
Cash	$ -	$ -
Accounts Receivable, net	3,907,138	4,639,726
Inventory	-	-
Prepaid Expenses	69,279	103,918
PP&E - Oil and Related Assets	36,126,541	46,033,199
Other Assets	-	-
Intercompany Receivables	-	-
Gross Proceeds from Liquidation	**$ 40,102,958**	**$ 50,776,843**
Administrative		
Lienable Administrative and Chapter 7 Claims:	$ 1,309,345	$ 1,522,823
Recovery $	1,309,345	1,522,823
Recovery %	100.0%	100.0%
General Administrative Claims:	$ 566,887	$ 566,887
Recovery $	566,887	566,887
Recovery %	100.0%	100.0%
LINN Lender Claims - Credit Facility and Term Loan		
LINN Lender Claims	$ 2,388,986,057	$ 2,388,986,057
LINN Lender Claims Recovery from Pledged Assets	9,112,848	11,270,500
LINN Lender Claims Recovery from Diminution Claim	-	-
LINN Lender Claims Recovery from Deficiency Claims	$ 2,379,873,209	$ 2,377,715,557
LINN Lender Claims Recovery from Deficiency Claims Recovery	8,552,634	12,869,392
Recovery %	0.4%	0.5%
Total LINN Lender Claims Recovery $	$ 17,665,483	$ 24,139,892
Total LINN Lender Claims Recovery %	0.7%	1.0%
LINN Second Lien Notes Claims		
LINN Second Lien Notes Claims	$ 2,057,333,333	$ 1,057,333,333
LINN Second Lien Notes Claims Recovery	7,393,512	5,722,819
Recovery %	0.4%	0.5%
LINN Unsecured Notes Claims		
LINN Unsecured Notes Claims	$ 3,109,979,979	$ 3,109,979,979
Recovery $	11,176,445	16,832,775
Recovery %	0.4%	0.5%
General Unsecured		
General Unsecured Claims - All Entities (excluding notes)	$ 153,439	$ 153,439
Recovery $	551	830
Recovery %	0.4%	0.5%
Intercompany Claims		
Total Intercompany Claims	$ 2,035,460	$ 2,035,460
Recovery $	1,990,735	1,990,816
Recovery %	97.8%	97.8%
Total Distributions	**$ 40,102,958**	**$ 50,776,843**

As shown in the table above, the LINN Lender Claims receive a 0.7% to 1.0% recovery from LINN E&P Michigan, LLC, while unsecured claimants receive a 0.4% to 0.5% recovery. Intercompany recoveries exceed that of unsecured claims as they are comprised of both pre-petition and post-petition intercompany payables.

The following table provides a summary of the asset recoveries and payments made at Mid-Continent I, LLC.

Mid-Continent I, LLC Liquidation Analysis Summary - 1/31/17	Low	High
Cash	$ -	$ -
Accounts Receivable, net	-	-
Inventory	-	-
Prepaid Expenses	-	-
PP&E - Oil and Related Assets	-	-
Other Assets	-	-
Intercompany Receivables	381	607
Gross Proceeds from Liquidation	**$ 381**	**$ 607**
Administrative		
Lienable Administrative and Chapter 7 Claims:	$ -	$ -
Recovery $	-	-
Recovery %	na	na
General Administrative Claims:	$ -	$ -
Recovery $	-	-
Recovery %	na	na
LINN Lender Claims - Credit Facility and Term Loan		
LINN Lender Claims	$ 2,388,986,057	$ 2,388,986,057
LINN Lender Claims Recovery from Pledged Assets	381	607
LINN Lender Claims Recovery from Diminution Claim	-	-
LINN Lender Claims Recovery from Deficiency Claims	$ 2,388,985,676	$ 2,388,985,450
LINN Lender Claims Recovery from Deficiency Claims Recovery	-	-
Recovery %	0.0%	0.0%
Total LINN Lender Claims Recovery $	$ 381	$ 607
Total LINN Lender Claims Recovery %	0.0%	0.0%
LINN Second Lien Notes Claims		
LINN Second Lien Notes Claims	$ 2,057,333,333	$ 1,057,333,333
LINN Second Lien Notes Claims Recovery	-	-
Recovery %	0.0%	0.0%
LINN Unsecured Notes Claims		
LINN Unsecured Notes Claims	$ 3,109,979,979	$ 3,109,979,979
Recovery $	-	-
Recovery %	0.0%	0.0%
General Unsecured		
General Unsecured Claims - All Entities (excluding notes)	$ -	$ -
Recovery $	-	-
Recovery %	na	na
Intercompany Claims		
Total Intercompany Claims	$ 17,055,448	$ 17,055,448
Recovery $	-	-
Recovery %	0.0%	0.0%
Total Distributions	**$ 381**	**$ 607**

As shown in the table above, the LINN Lender Claims receive a 0.0% recovery from Mid-Continent I, LLC, while unsecured claimants receive no recovery.

The following table provides a summary of the asset recoveries and payments made at Mid-Continent II, LLC.

Mid-Continent II, LLC Liquidation Analysis Summary - 1/31/17	Low	High
Cash	$ -	$ -
Accounts Receivable, net	-	-
Inventory	-	-
Prepaid Expenses	-	-
PP&E - Oil and Related Assets	50,615,629	64,949,666
Other Assets	-	-
Intercompany Receivables	568	1,603
Gross Proceeds from Liquidation	**$ 50,616,197**	**$ 64,951,269**
Administrative		
Lienable Administrative and Chapter 7 Claims:	$ 1,944,506	$ 2,231,187
Recovery $	1,944,506	2,231,187
Recovery %	100.0%	100.0%
General Administrative Claims:	$ -	$ -
Recovery $	-	-
Recovery %	na	na
LINN Lender Claims - Credit Facility and Term Loan		
LINN Lender Claims	$ 2,388,986,057	$ 2,388,986,057
LINN Lender Claims Recovery from Pledged Assets	45,293,291	58,162,396
LINN Lender Claims Recovery from Diminution Claim	-	-
LINN Lender Claims Recovery from Deficiency Claims	$ 2,343,692,766	$ 2,330,823,661
LINN Lender Claims Recovery from Deficiency Claims Recovery	1,039,363	1,616,400
Recovery %	0.0%	0.1%
Total LINN Lender Claims Recovery $	$ 46,332,654	$ 59,778,797
Total LINN Lender Claims Recovery %	1.9%	2.5%
LINN Second Lien Notes Claims		
LINN Second Lien Notes Claims	$ 2,057,333,333	$ 1,057,333,333
LINN Second Lien Notes Claims Recovery	912,371	733,249
Recovery %	0.0%	0.1%
LINN Unsecured Notes Claims		
LINN Unsecured Notes Claims	$ 3,109,979,979	$ 3,109,979,979
Recovery $	1,379,190	2,156,736
Recovery %	0.0%	0.1%
General Unsecured		
General Unsecured Claims - All Entities (excluding notes)	$ 688	$ 688
Recovery $	0	0
Recovery %	0.0%	0.1%
Intercompany Claims		
Total Intercompany Claims	$ 15,336,805	$ 15,336,805
Recovery $	47,476	51,301
Recovery %	0.3%	0.3%
Total Distributions	**$ 50,616,197**	**$ 64,951,269**

As shown in the table above, the LINN Lender Claims receive a 1.9% to 2.5% recovery from Mid-Continent II, LLC, while unsecured claimants receive a 0.0% to 0.1% recovery. Intercompany recoveries exceed that of unsecured claims as they are comprised of both pre-petition and post-petition intercompany payables.

The following table provides a summary of the asset recoveries and payments made at LINN Midstream, LLC.

LINN Midstream, LLC Liquidation Analysis Summary - 1/31/17	Low	High
Cash	$ -	$ -
Accounts Receivable, net	(17,103,036)	(20,309,855)
Inventory	95,397	115,840
Prepaid Expenses	250,171	363,506
PP&E - Oil and Related Assets	47,351,911	64,664,609
Other Assets	-	-
Intercompany Receivables	1,927,609	6,779,712
Gross Proceeds from Liquidation	**$ 32,522,052**	**$ 51,613,811**
Administrative		
Lienable Administrative and Chapter 7 Claims:	$ 8,921,308	$ 9,206,101
Recovery $	8,921,308	9,206,101
Recovery %	100.0%	100.0%
General Administrative Claims:	$ -	$ -
Recovery $	-	-
Recovery %	na	na
LINN Lender Claims - Credit Facility and Term Loan		
LINN Lender Claims	$ 2,388,986,057	$ 2,388,986,057
LINN Lender Claims Recovery from Pledged Assets	-	-
LINN Lender Claims Recovery from Diminution Claim	-	-
LINN Lender Claims Recovery from Deficiency Claims	$ 2,388,986,057	$ 2,388,986,057
LINN Lender Claims Recovery from Deficiency Claims Recovery	-	6,534,945
Recovery %	0.0%	0.3%
Total LINN Lender Claims Recovery $	$ -	$ 6,534,945
Total LINN Lender Claims Recovery %	0.0%	0.3%
LINN Second Lien Notes Claims		
LINN Second Lien Notes Claims	$ 2,057,333,333	$ 1,057,333,333
LINN Second Lien Notes Claims Recovery	-	2,892,279
Recovery %	0.0%	0.3%
LINN Unsecured Notes Claims		
LINN Unsecured Notes Claims	$ 3,109,979,979	$ 3,109,979,979
Recovery $	-	8,507,185
Recovery %	0.0%	0.3%
General Unsecured		
General Unsecured Claims - All Entities (excluding notes)	$ 328,603	$ 328,603
Recovery $	-	899
Recovery %	0.0%	0.3%
Intercompany Claims		
Total Intercompany Claims	$ 188,749,467	$ 188,749,467
Recovery $	23,600,744	24,472,402
Recovery %	12.5%	13.0%
Total Distributions	**$ 32,522,052**	**$ 51,613,811**

As shown in the table above, the LINN Lender Claims and unsecured claimants receive a 0.0% to 0.3% recovery. Intercompany recoveries exceed that of unsecured claims as they are comprised of both pre-petition and post-petition intercompany payables.

The following table provides a summary of the asset recoveries and payments made at LINN Exploration Midcontinent, LLC.

LINN Exploration Midcontinent, LLC Liquidation Analysis Summary - 1/31/17	Low	High
Cash	$ -	$ -
Accounts Receivable, net	-	-
Inventory	-	-
Prepaid Expenses	-	-
PP&E - Oil and Related Assets	17,847,780	23,073,119
Other Assets	-	-
Intercompany Receivables	1,823	13,999
Gross Proceeds from Liquidation	**$ 17,849,603**	**$ 23,087,117**
Administrative		
Lienable Administrative and Chapter 7 Claims:	$ 375,368	$ 479,875
Recovery $	375,368	479,875
Recovery %	100.0%	100.0%
General Administrative Claims:	$ -	$ -
Recovery $	-	-
Recovery %	na	na
LINN Lender Claims - Credit Facility and Term Loan		
LINN Lender Claims	$ 2,388,986,057	$ 2,388,986,057
LINN Lender Claims Recovery from Pledged Assets	16,281,511	21,084,437
LINN Lender Claims Recovery from Diminution Claim	-	-
LINN Lender Claims Recovery from Deficiency Claims	$ 2,372,704,546	$ 2,367,901,620
LINN Lender Claims Recovery from Deficiency Claims Recovery	375,328	551,757
Recovery %	0.0%	0.0%
Total LINN Lender Claims Recovery $	$ 16,656,839	$ 21,636,194
Total LINN Lender Claims Recovery %	0.7%	0.9%
LINN Second Lien Notes Claims		
LINN Second Lien Notes Claims	$ 2,057,333,333	$ 1,057,333,333
LINN Second Lien Notes Claims Recovery	325,441	246,375
Recovery %	0.0%	0.0%
LINN Unsecured Notes Claims		
LINN Unsecured Notes Claims	$ 3,109,979,979	$ 3,109,979,979
Recovery $	491,955	724,673
Recovery %	0.0%	0.0%
General Unsecured		
General Unsecured Claims - All Entities (excluding notes)	$ 2,353	$ 2,353
Recovery $	0	1
Recovery %	0.0%	0.0%
Intercompany Claims		
Total Intercompany Claims	$ 186	$ -
Recovery $	0	-
Recovery %	0.0%	na
Total Distributions	**$ 17,849,603**	**$ 23,087,117**

As shown in the table above, the LINN Lender Claims receive a 0.7% to 0.9% recovery from LINN Exploration Midcontinent, LLC, while unsecured claimants receive a 0.0% recovery.

The following table provides a summary of the asset recoveries and payments made at LINNCo, LLC.

LINNCo, LLC Liquidation Analysis Summary - 1/31/17		Low		High
Cash	$	847,200	$	847,200
Accounts Receivable, net		-		-
Inventory		-		-
Prepaid Expenses		-		-
PP&E - Oil and Related Assets		-		-
Other Assets		-		-
Intercompany Receivables		-		-
Gross Proceeds from Liquidation	**$**	**847,200**	**$**	**847,200**
Administrative				
Lienable Administrative and Chapter 7 Claims:	$	-	$	-
Recovery $		-		-
Recovery %		na		na
General Administrative Claims:	$	6,964,055	$	6,964,055
Recovery $		847,200		847,200
Recovery %		12.2%		12.2%
General Unsecured				
General Unsecured Claims - All Entities (excluding notes)	$	-	$	-
Recovery $		-		-
Recovery %		na		na
Intercompany Claims				
Total Intercompany Claims	$	-	$	-
Recovery $		-		-
Recovery %		na		na
Total Distributions	**$**	**847,200**	**$**	**847,200**

As shown in the table above, the LINNCo, LLC is not subject to LINN Lender Claims.

Exhibit F

Financial Projections

Financial Projections

In connection with the Disclosure Statement,[1] the Debtors' management team ("Management") prepared financial projections ("Financial Projections") for Reorganized LINN for the six months ending December 31, 2016 and fiscal years 2017 through 2020 (the "Projection Period"). The Financial Projections were prepared by Management and are based on a number of assumptions made by Management with respect to the future performance of Reorganized LINN's operations. ALTHOUGH MANAGEMENT HAS PREPARED THE FINANCIAL PROJECTIONS IN GOOD FAITH AND BELIEVES THE ASSUMPTIONS TO BE REASONABLE, THE DEBTORS AND REORGANIZED LINN CAN PROVIDE NO ASSURANCE THAT SUCH ASSUMPTIONS WILL BE REALIZED. AS DESCRIBED IN DETAIL IN THE DISCLOSURE STATEMENT, A VARIETY OF RISK FACTORS COULD AFFECT REORGANIZED LINN'S FINANCIAL RESULTS AND MUST BE CONSIDERED. ACCORDINGLY, THE FINANCIAL PROJECTIONS SHOULD BE REVIEWED IN CONJUNCTION WITH A REVIEW OF THE RISK FACTORS SET FORTH IN THE DISCLOSURE STATEMENT AND THE ASSUMPTIONS DESCRIBED HEREIN, INCLUDING ALL RELEVANT QUALIFICATIONS AND FOOTNOTES.

The Debtors believe that the Plan meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code, as confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors or any successor under the Plan. In connection with the planning and development of a plan of reorganization and for the purposes of determining whether such plan would satisfy this feasibility standard, the Debtors analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources.

THESE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH PUBLISHED GUIDELINES OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR GUIDELINES ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS FOR PREPARATION AND PRESENTATION OF PROSPECTIVE FINANCIAL INFORMATION. THE DEBTORS' INDEPENDENT AUDITOR HAS NOT EXAMINED, COMPILED OR PERFORMED ANY PROCEDURES WITH RESPECT TO THE PROSPECTIVE FINANCIAL INFORMATION CONTAINED IN THIS EXHIBIT AND, ACCORDINGLY, IT DOES NOT EXPRESS AN OPINION OR ANY OTHER FORM OF ASSURANCE ON SUCH INFORMATION OR ITS ACHIEVABILITY. THE DEBTORS' INDEPENDENT AUDITOR ASSUMES NO RESPONSIBILITY FOR, AND DENIES ANY ASSOCIATION WITH, THE PROSPECTIVE FINANCIAL INFORMATION.

[1] All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of LINN Energy, LLC and Its Debtor Affiliates* (the "Disclosure Statement").

Principal Assumptions for the Financial Projections

The Financial Projections are based on, and assume the successful implementation of, the LINN Debtors' business plan. Both the business plan and the Financial Projections reflect numerous assumptions, including various assumptions regarding the anticipated future performance of Reorganized LINN, commodity pricing, industry performance, general business and economic conditions, and other matters, many of which are beyond the control of the Debtors. In addition, the assumptions do not take into account the uncertainty and disruption of business that may accompany a restructuring in Bankruptcy Court. Therefore, although the Financial Projections are necessarily presented with numerical specificity, the actual results achieved during the Projection Period will likely vary from the projected results. These variations may be material. Accordingly, no representation can be or is being made with respect to the accuracy of the Financial Projections or the ability of Reorganized LINN to achieve the projected results of operations. See "Risk Factors."

In deciding whether to vote to accept or reject the Plan, creditors must make their own determinations as to the reasonableness of such assumptions and the reliability of the Financial Projections. See "Risk Factors." Moreover, the Financial Projections were prepared solely in connection with the restructuring pursuant to the Plan.

Under Accounting Standards Codification "ASC" 852, "Reorganizations" ("ASC 852"), the Debtors note that the Financial Projections reflect the operational emergence from chapter 11 but not the impact of fresh start accounting that will likely be required upon emergence. Fresh start accounting requires all assets, liabilities, and equity instruments to be valued at "fair value." The Financial Projections account for the reorganization and related transactions pursuant to the Plan. While the Debtors expect that they will be required to implement fresh start accounting upon emergence, they have not yet completed the work required to quantify the impact to the Financial Projections. When the Debtors fully implement fresh start accounting, differences are anticipated and such differences could be material.

Safe Harbor Under The Private Securities Litigation Reform Act of 1995

The Financial Projections contain statements which constitute "forward-looking statements" within the meaning of the Securities Act of 1933, as amended (the "Securities Act") and the Securities Exchange Act of 1934, as amended by the Private Securities Litigation Reform Act of 1995 (the "Exchange Act"). Forward-looking statements in the Financial Projections include the intent, belief, or current expectations of the Debtors and members of its management team with respect to the timing of, completion of, and scope of the current restructuring, reorganization plan, business plan, bank financing, and debt and equity market conditions and Reorganized LINN's future liquidity, as well as the assumptions upon which such statements are based.

While the Debtors believe that the expectations are based on reasonable assumptions within the bounds of their knowledge of their business and operations, parties in interest are cautioned that

any such forward-looking statements are not guarantees of future performance, and involve risks and uncertainties, and that actual results may differ materially from those contemplated by such forward-looking statements.

Select Risk Factors Related to the Financial Projections

The Financial Projections are subject to inherent risks and uncertainties, most of which are difficult to predict and many of which are beyond management's control, related to the exploration for and development, production, gathering, and sale of oil, natural gas, and natural gas liquids. Factors that may cause actual results to differ from expected results include, but are not limited to:

- fluctuations in oil and natural gas prices and Reorganized LINN's ability to hedge against movements in prices;
- the uncertainty inherent in estimating reserves, future net revenues, and discounted future cash flows;
- the timing and amount of future production of oil and natural gas;
- changes in the availability and cost of capital;
- environmental, drilling and other operating risks, including liability claims as a result of oil and natural gas operations;
- proved and unproved drilling locations and future drilling plans;
- employee turnover at the management, production, and field operations level; and
- the effects of existing and future laws and governmental regulations, including environmental, hydraulic fracturing, and climate change regulation.

General Assumptions

A. Presentation

- The Financial Projections for Reorganized LINN are presented on a standalone basis and assume that the Berry Debtors are separated from the Linn Debtors upon the Effective Date.

B. Methodology

- Management developed a business plan for the Projection Period based on forecasted estimates of the LINN Debtors' oil and gas reserves, estimated commodity pricing, and estimated future incurred operating costs, capital expenditures, and overhead costs.

C. Plan Consummation

- The Financial Projections set forth below have been prepared based on the assumption that the effective date is January 31, 2017 (the "Effective Date"). This date reflects the Debtors' best current estimate but there can be no assurance as to when the Effective Date will actually occur.

D. Operations

- The Financial Projections incorporate production estimates and capital spend on a project-by-project basis over the Projection Period. Production estimates are based on Management's best efforts to forecast decline curves for their existing proved developed producing wells in addition to new wells brought online which were forecasted based on current type curves and the corresponding capital program.

Assumptions with Respect to the Financial Projections

A. Production

- Oil and gas production volumes are estimates based on decline curves for existing producing wells and wells expected to be drilled and completed during the Projection Period.

B. Commodity Pricing

- Crude oil and natural gas based on October 31, 2016 New York Mercantile Exchange ("NYMEX") strip pricing. Natural gas liquids ("NGLs") prices are Management's expectations of realizations as a percentage of future crude oil based on October 31, 2016 NYMEX strip pricing.
- Differentials and realizations vary by producing region.
- Reorganized LINN realized pricing reflects the effects of natural gas and oil hedges in place through 2017.

Projected Realized Pricing - Reorganized Linn

	Fiscal Year Ended December 31				
	2H'16E	2017E	2018E	2019E	2020E
Realized natural gas prices ($/Mcf)	$2.77	$2.95	$2.84	$2.76	$2.78
Realized oil price ($/Bbl)	43.24	47.48	49.58	50.67	51.49
Realized NGL price ($/Bbl)	14.09	16.42	17.50	18.12	18.68

C. Operating Expenses

- Operating expenses include lease operating expenses, and transport & processing expenses, and were generally forecasted at the well level.
- Lease operating expenses include labor, field office, vehicle, supervision, maintenance, tools and supplies, and workover expenses, among others.

D. Production Taxes

- Production taxes include severance, ad valorem taxes, and other miscellaneous taxes, which are based on Management's estimates of production volumes and related value and future tax obligations.

E. General & Administrative

- G&A is primarily comprised of senior management and other personnel costs, rent, insurance, and corporate overhead necessary to manage the business and comply with any regulatory requirements.
- Projected G&A is based on current development plans and includes certain adjustments for cost reduction initiatives.
- G&A is forecasted on a standalone basis for Reorganized LINN upon the assumed Effective Date.

F. Reorganization Expenses

- Represent expenses in connection with the chapter 11 reorganization process, and are largely comprised of professional fees paid to advisors and backstop fees related to the rights offerings.

G. Adjusted Earnings Before Interest, Taxes, Depreciation and Amortization ("EBITDA")

- EBITDA between 2017 and 2020 is anticipated to improve due to the following factors, among others:
    - Increased commodity pricing over the Projection Period, mainly as it relates to oil and NGLs;
    - Assumed buildup of Tuttle midstream system, increasing other revenues over time; and
    - No further reorganization expenses assumed in connection with the Chapter 11 process after the Effective Date.

F. Cash Income Taxes

- Cash Income Taxes are projected based on the Financial Projections, commodity prices, assumed capital plan, and depreciable tax assets pro forma for the reorganization, including the separation of the Berry Debtors from the LINN Debtors on the Effective Date.

- Actual cash income taxes may vary depending on commodity prices, Reorganized LINN's actual capital spending, interest expense, and other factors that affect taxable income.

G. Capital Expenditures

- Capital Expenditures are projected for drilling and completion activities, midstream capital, and other activities.

H. Working Capital Adjustments Related to Reorganization

- Represents cash flow timing adjustments as it relates to accrual and payment of professional and transaction fees, ad valorem taxes, and accounts payable adjustments related to emergence from bankruptcy and ad valorem withholding cash settlement between the LINN Debtors and Berry Debtors. Other than the cash flow adjustments in connection with the chapter 11 reorganization, management does not expect meaningful working capital swings over the Projection Period.

I. Capital Structure and Liquidity

- The Financial Projections assume that Reorganized LINN will obtain exit financing with initial commitments equal to $1,700 million, including $1,400 million of RBL commitments and $300 million of term loan commitments (the "Linn Exit Facility"). Borrowings under the RBL facility are estimated at $622 million on the Effective Date, pro forma for the funding of the $530 million rights offering investment and cash distributions under the Plan. Management expects to have approximately $771 million of available liquidity under its RBL on the Effective Date;

Estimated Sources & Uses at the Assumed Effective Date - Reorganized Linn[(a)]

($ in millions)

Sources		Uses	
Assumed Rights Offering Proceeds[(b)]	$530	Repayment of LINN First Lien Credit Facility	$1,939
Reorganized LINN RBL A Drawn at Emergence	622	Distribution to Second-Liens	30
Reorganized LINN RBL B Drawn at Emergence	--	Cash on Balance Sheet Post-Consummation	--
Issuance of New Term Loan	300		
Balance Sheet Cash Pre-Consummation	518		
Total Sources	**$1,969**	**Total Uses**	**$1,969**

(a) Assumed Effective Date of January 31, 2017.

(b) Excludes any rights offering proceeds from Linn General Unsecured Creditors or any cash payout in lieu of equity.

Estimated Pro Forma Capitalization - Reorganized Linn

($ in millions)

	Pre-Emergence	Adjustment	Post-Emergence
LINN First Lien Credit Facility	$1,939	($1,939)	$--
Reorganized LINN Conforming RBL A	--	622	622
Reorganized LINN Non-Conforming RBL B	--	--	--
New Term Loan	--	300	300
Linn 2nd Lien Notes	1,000	(1,000)	--
Secured Debt	**$2,939**	**($2,018)**	**$922**
LINN 6.50% Senior Notes due 2019	562	(562)	--
LINN 6.25% Senior Notes due 2019	581	(581)	--
LINN 8.625% Senior Notes due 2020	719	(719)	--
LINN 7.75% Senior Notes due 2021	779	(779)	--
LINN 6.50% Senior Notes due 2021	381	(381)	--
Unsecured Debt	**$3,023**	**($3,023)**	**$--**
Total LINN Debt	**$5,962**	**($5,041)**	**$922**
Memo:			
Projected Cash	$518	($518)	$--
Projected Revolver Availability[(a)]	--	771	771
Liquidity	**$518**	**$254**	**$771**

(a) Assumes ~$7mm of outstanding letters of credit after emergence.

Financial Projections - Reorganized Linn

($ in millions)	Fiscal Year End				
	2H'16E	**2017E**	**2018E**	**2019E**	**2020E**
Total Wellhead Revenues	$524	$1,157	$1,180	$1,184	$1,213
(+) Total Hedge Revenues	2	(5)	--	--	--
(+) Other Revenues	14	37	44	53	57
Revenue	**$540**	**$1,190**	**$1,224**	**$1,237**	**$1,269**
(-) Lease Operating Expenses	(165)	(331)	(334)	(333)	(334)
(-) Transportation	(84)	(172)	(179)	(181)	(182)
(-) Taxes (other than income taxes)	(48)	(109)	(111)	(111)	(114)
(-) General and Administrative Expenses	(69)	(127)	(124)	(127)	(129)
(-) Reorganization and Transaction Expenses	(48)	(70)	--	--	--
(-) Other Expenses	(0)	(4)	(4)	(5)	(5)
Adj. EBITDA	**$125**	**$376**	**$471**	**$480**	**$505**
(-) Capital Expenditures	(144)	(277)	(318)	(262)	(264)
(-) Net Change in Working Capital - Reorganization Related	(94)	(8)	--	--	--
(-) Cash Income Taxes	(6)	(11)	(10)	(23)	(56)
Unlevered Fee Cash Flow	**($118)**	**$81**	**$143**	**$195**	**$185**
(-) Interest Expense	(48)	(57)	(46)	(39)	(31)
(-) Mandatory Term Loan Amortization	--	(25)	(38)	(50)	(50)
(-) Net Paydown of LINN First Lien Credit Facility	--	(1,939)	--	--	--
(+) Issuance of New Term Loan	--	300	--	--	--
(+) Proceeds from Rights Offering	--	530	--	--	--
(-) Cash Distribution to Second-Lien Creditors	--	(30)	--	--	--
Levered Free Cash Flow	**($167)**	**($1,140)**	**$59**	**$106**	**$105**
(+) Beginning Cash	760	593	--	--	--
(+) Drawdown/(Repayment) of LINN Exit Facility	--	547	(59)	(106)	(105)
Ending Cash	**$593**	**$--**	**$--**	**$--**	**$--**
(+) Availability of LINN Exit Facility [(a)]	--	845	905	1,011	1,115
Ending Liquidity	**$593**	**$845**	**$905**	**$1,011**	**$1,115**
Memo:					
Total Debt	$5,962	$822	$725	$570	$415
Total Debt/LTM Adj. EBITDA	9.3x	2.2x	1.5x	1.2x	0.8x

(a) Assumes ~$7mm of outstanding letters of credit after emergence.

Exhibit G

LINN Backstop Agreement

Execution Version

BACKSTOP COMMITMENT AGREEMENT

AMONG

LINN ENERGY, LLC

AND

THE COMMITMENT PARTIES PARTY HERETO

Dated as of October 25, 2016

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BACKSTOP COMMITMENT AGREEMENT

THIS BACKSTOP COMMITMENT AGREEMENT (this "**Agreement**"), dated as of October 25, 2016, is made by and among Linn Energy, LLC, a Delaware limited liability company and the ultimate parent of each of the other Debtors (as the debtor in possession and a reorganized debtor, as applicable, the "**Company**"), on behalf of itself and each of the other Debtors (as defined below), on the one hand, and each Commitment Party (as defined below), on the other hand. The Company and each Commitment Party is referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**". Capitalized terms that are used but not otherwise defined in this Agreement shall have the meanings given to them in Section 1.1 hereof or, if not defined therein, shall have the meanings given to them in the Plan.

RECITALS

WHEREAS, the Company, the Commitment Parties and the Consenting Creditors (as defined in the Restructuring Support Agreement) have entered into a Restructuring Support Agreement, dated as of October 7, 2016 (including the terms and conditions set forth in the Restructuring Term Sheet attached as Exhibit A to the Restructuring Support Agreement (the "**Restructuring Term Sheet**" and collectively, including all the exhibits thereto, as may be amended, supplemented or otherwise modified from time to time, the "**Restructuring Support Agreement**")), which (a) provides for the restructuring of the Debtors' capital structure and financial obligations pursuant to a plan of reorganization to be filed in jointly administered cases (the "**Chapter 11 Cases**") under Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as it may be amended from time to time, the "**Bankruptcy Code**"), in the United States Bankruptcy Court for Southern District of Texas (the "**Bankruptcy Court**"), implementing the terms and conditions of the Restructuring Transactions and (b) requires that the Plan be consistent with the Restructuring Support Agreement.

WHEREAS, pursuant to the Plan and this Agreement, and in accordance with the Rights Offering Procedures, the Company, on behalf of the Reorganized Company, will conduct (a) a rights offering for the Unsecured Rights Offering Shares (excluding the Common Shares to be issued pursuant to the Unsecured Equity Component) at an aggregate purchase price equal to the Unsecured Rights Offering Amount and a per-share purchase price equal to the Per Share Purchase Price and (b) a rights offering for the Secured Rights Offering Shares (excluding the Common Shares to be issued pursuant to the Secured Equity Component) at an aggregate purchase price equal to the Secured Rights Offering Amount and a per-share purchase price equal to the Per Share Purchase Price, and, on the Effective Date and following its formation, the Reorganized Company (which shall be formed by a nominee of the Initial Commitment Parties prior to the Effective Date) shall assume and perform any remaining obligations with respect to the Rights Offerings and issue the Rights Offering Shares.

WHEREAS, subject to the terms and conditions contained in this Agreement and in accordance with the Backstop Commitment Letter, dated as of October 7, 2016, by and among the Debtors and certain Noteholders (as defined herein) party thereto, including the terms and conditions set forth in the Backstop Term Sheet attached to the Backstop Commitment Letter (the "**Backstop Term Sheet**" and collectively, including all the exhibits thereto, as may be amended, supplemented or otherwise modified from time to time, the "**Backstop Commitment**

Letter"), (a) each Unsecured Commitment Party has agreed to purchase (on a several and not joint basis) its Unsecured Backstop Commitment Percentage of the Unsecured Unsubscribed Shares, if any, and (b) each Secured Commitment Party has agreed to purchase (on a several and not joint basis) its Secured Backstop Commitment Percentage of the Secured Unsubscribed Shares, if any.

NOW, THEREFORE, in consideration of the mutual promises, agreements, representations, warranties and covenants contained herein, the Company (on behalf of itself and each other Debtor) and each of the Commitment Parties hereby agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Except as otherwise expressly provided in this Agreement, whenever used in this Agreement (including any Exhibits and Schedules hereto), the following terms shall have the respective meanings specified therefor below or in the Plan, as applicable:

"**Ad Hoc Groups**" means the Ad Hoc Group of Unsecured Noteholders and the Ad Hoc Group of Secured Noteholders.

"**Ad Hoc Group of Secured Noteholders**" means that certain ad hoc group of holders of Secured Notes represented by O'Melveny and Intrepid Financial Partners, or any of its members or their affiliates.

"**Ad Hoc Group of Unsecured Noteholders**" means that certain ad hoc group of holders of Unsecured Notes represented by Milbank and PJT Partners, or any of its members or their affiliates.

"**Additional Commitment Party**" means a Person that executed a joinder agreement to the Backstop Commitment Letter in accordance with the terms thereof or becomes a Commitment Party pursuant to Section 2.6(c) of this Agreement.

"**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly, Controls or is Controlled by or is under common Control with such Person, and shall include the meaning of "affiliate" set forth in section 101(2) of the Bankruptcy Code. "**Affiliated**" has a correlative meaning.

"**Affiliated Fund**" means any investment fund the primary investment advisor to which is a Commitment Party or an Affiliate thereof.

"**Aggregate Backstop Commitment Percentage**" has the meaning set forth in Section 2.6(c).

"**Aggregate Common Shares**" means the total number of Common Shares outstanding as of the Effective Date after giving effect to the Plan (but excluding all Common Shares issued or issuable under the EIP).

"**Agreement**" has the meaning set forth in the Preamble.

"**Alternative Transaction**" means any dissolution, winding up, liquidation, reorganization, assignment for the benefit of creditors, merger, transaction, consolidation, business combination, joint venture, partnership, sale of assets, financing (debt or equity), or restructuring of any of the Debtors, other than the Restructuring Transactions.

"**Antitrust Authorities**" means the United States Federal Trade Commission, the Antitrust Division of the United States Department of Justice, the attorneys general of the several states of the United States and any other Governmental Entity, whether domestic or foreign, having jurisdiction pursuant to the Antitrust Laws, and "**Antitrust Authority**" means any of them.

"**Antitrust Laws**" means the Sherman Act, the Clayton Act, the HSR Act, the Federal Trade Commission Act, and any other Law, whether domestic or foreign, governing agreements in restraint of trade, monopolization, pre-merger notification, the lessening of competition through merger or acquisition or anti-competitive conduct, and any foreign investment Laws.

"**Applicable Consent**" has the meaning set forth in Section 4.66.

"**Available Shares**" means all of the Unsecured Available Shares and the Secured Available Shares.

"**Backstop Agreement Motion**" means the motion to be filed by the Debtors seeking approval of the BCA Approval Order.

"**Backstop Commitment**" means the Secured Backstop Commitment and/or the Unsecured Backstop Commitment, as applicable.

"**Backstop Commitment Letter**" has the meaning set forth in the Recitals.

"**Backstop Commitment Percentage**" means the Secured Backstop Commitment Percentage and/or the Unsecured Backstop Commitment Percentage, as applicable.

"**Backstop Commitment Schedules**" means Schedule 1A and Schedule 1B to this Agreement, as each may be amended, supplemented or otherwise modified from time to time in accordance with this Agreement.

"**Backstop Term Sheet**" has the meaning set forth in the Recitals.

"**Bankruptcy Code**" has the meaning set forth in the Recitals.

"**Bankruptcy Court**" has the meaning set forth in the Recitals.

"**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United

States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases and the general, local, and chambers rules of the Bankruptcy Court.

"**BCA Approval Obligations**" means the obligations of the Company and the other Debtors under this Agreement and the BCA Approval Order.

"**BCA Approval Order**" means an Order of the Bankruptcy Court that that is not stayed under Bankruptcy Rule 6004(h) or otherwise (a) authorizes the Company (on behalf of itself and the other Debtors) to execute and deliver this Agreement, including all exhibits and other attachments hereto, pursuant to section 365 of the Bankruptcy Code and (b) provides that the Commitment Premium, Expense Reimbursement and the indemnification provisions contained herein shall constitute allowed administrative expenses of the Debtors' estates under sections 503(b) and 507 of the Bankruptcy Code and shall be payable by the Debtors as provided in this Agreement without further Order of the Bankruptcy Court.

"**Berry Entities**" means collectively Linn Acquisition Company, LLC and Berry Petroleum Company, LLC and their direct and indirect Subsidiaries.

"**Business Day**" means any day, other than a Saturday, Sunday or legal holiday, as defined in Bankruptcy Rule 9006(a).

"**Bylaws**" means the bylaws of the Reorganized Company, which shall become effective as of Effective Date, and which shall be consistent with the terms set forth in the Restructuring Support Agreement and the Plan, and otherwise be in form and substance reasonably satisfactory to the Requisite Commitment Parties and the Company.

"**Certificate of Incorporation**" means the certificate of incorporation of the Reorganized Company as in effect on the Effective Date, which shall be consistent with the terms set forth in the Restructuring Support Agreement and the Plan, and otherwise be in form and substance reasonably satisfactory to the Requisite Commitment Parties and the Company.

"**Chapter 11 Cases**" has the meaning set forth in the Recitals.

"**Claim**" has the meaning set forth in section 101(5) of the Bankruptcy Code.

"**Closing**" has the meaning set forth in Section 2.5(a).

"**Closing Date**" has the meaning set forth in Section 2.5(a).

"**Code**" means the Internal Revenue Code of 1986.

"**Commitment Party**" means an Initial Commitment Party or an Additional Commitment Party.

"**Commitment Party Default**" means an Unsecured Commitment Party Default or a Secured Commitment Party Default.

"**Commitment Party Replacement**" has the meaning set forth in Section 2.3(b).

"**Commitment Party Replacement Period**" has the meaning set forth in Section 2.3(b).

"**Commitment Premium**" has the meaning set forth in Section 3.1.

"**Common Shares**" means the shares of common stock that constitute equity interests in the Reorganized Company.

"**Company**" has the meaning set forth in the Preamble.

"**Company Disclosure Schedules**" means the disclosure schedules delivered by the Company to the Commitment Parties on the date of this Agreement.

"**Company Plan**" means any employee pension benefit plan, as such term is defined in Section 3(2) of ERISA, (other than a Multiemployer Plan), subject to the provisions of Title IV of ERISA or Section 412 or 430 of the Code or Section 302 of ERISA, and (i) sponsored or maintained (at the time of determination or at any time within the six years prior thereto) by any of the Debtors or any ERISA Affiliate, or with respect to which any such entity has any actual or contingent liability or obligation or (ii) in respect of which any of the Debtors or any ERISA Affiliate is (or, if such plan were terminated, could under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"**Company SEC Documents**" means all of the reports, schedules, forms, statements and other documents (including exhibits and other information incorporated therein) filed with the SEC by the Company.

"**Confirmation Date**" means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

"**Confirmation Order**" means a Final Order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

"**Consenting Noteholders**" means each Noteholder that is party to the Restructuring Support Agreement, solely in its capacity as such.

"**Contract**" means any agreement, contract or instrument, including any loan, note, bond, mortgage, indenture, guarantee, deed of trust, license, franchise, commitment, lease, franchise agreement, letter of intent, memorandum of understanding or other obligation, and any amendments thereto, whether written or oral, but excluding the Plan.

"**Control**" means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or agency or otherwise.

"**Debtors**" means, collectively Linn Energy, LLC and its direct and indirect Subsidiaries (excluding the Berry Entities), as the debtors in possession and reorganized debtors,

as applicable; provided, however, that from and after the Effective Date, such definition shall include the Reorganized Company and shall not include Linn Energy, LLC.

"**Defaulting Commitment Party**" means in respect of a Commitment Party Default that is continuing, the applicable defaulting Commitment Party.

"**Definitive Documentation**" means the definitive documents and agreements governing the Restructuring Transactions as set forth in the Restructuring Support Agreement.

"**Disclosure Statement**" has the meaning set forth in the Restructuring Support Agreement.

"**Effective Date**" means the date upon which (a) no stay of the Confirmation Order is in effect, (b) all conditions precedent to the effectiveness of the Plan (or each respective Plan, if separate) have been satisfied or are expressly waived in accordance with the terms thereof, as the case may be, and (c) on which the Restructuring and the other transactions to occur on the Effective Date pursuant to the Plan become effective or are consummated.

"**EIP**" means the new employee incentive plan to be adopted by the Reorganized Company on the terms and conditions set forth in the Restructuring Term Sheet.

"**Environmental Laws**" means all applicable laws (including common law), rules, regulations, codes, ordinances, orders in council, Orders, decrees, treaties, directives, judgments or legally binding agreements promulgated or entered into by or with any Governmental Entity, relating in any way to the environment, preservation or reclamation of natural resources, the generation, management, Release or threatened Release of, or exposure to, any Hazardous Material.

"**ERISA**" means the Employee Retirement Income Security Act of 1974.

"**ERISA Affiliate**" means any trade or business (whether or not incorporated) that, together with any of the Debtors, is, or at any relevant time during the past six years was, treated as a single employer under any provision of Section 414 of the Code.

"**ERISA Event**" means (a) any Reportable Event or the requirements of Section 4043(b) of ERISA apply with respect to a Company Plan; (b) any failure by any Company Plan to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Company Plan, whether or not waived; (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Company Plan, the failure to make by its due date a required installment under Section 430(j) of the Code with respect to any Company Plan or the failure to make any required contribution to a Multiemployer Plan; (d) the incurrence by any of the Debtors or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Company Plan, including the imposition of any Lien in favor of the PBGC or any Company Plan or Multiemployer Plan; (e) a determination that any Company Plan is, or is expected to be, in "at-risk" status (within the meaning of Section 303 of ERISA or Section 430 of the Code); (f) the receipt by any of the Debtors or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Company

Plan or to appoint a trustee to administer any Company Plan under Section 4042 of ERISA; (g) the incurrence by any of the Debtors or any ERISA Affiliate of any liability with respect to the withdrawal or partial withdrawal from any Company Plan or Multiemployer Plan; (h) the receipt by any of the Debtors or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from any of the Debtors or any ERISA Affiliate of any notice, concerning the impending imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, "insolvent" (within the meaning of Section 4245 of ERISA), or in "endangered" or "critical status" (within the meaning of Section 305 of ERISA or Section 432 of the Code); (i) the conditions for imposition of a Lien under Section 303(k) of ERISA or Section 430(k) of the Code shall have been met with respect to any Company Plan; (j) the adoption of an amendment to a Company Plan requiring the provision of security to such Company Plan pursuant to Section 307 of ERISA; (k) the assertion of a material claim (other than routine claims for benefits) against any Company Plan or the assets thereof, or against any of the Debtors or any of the ERISA Affiliates in connection with any Company Plan; or (l) receipt from the IRS of notice of the failure of any Company Plan (or any other employee benefit plan intended to be qualified under Section 401(a) of the Code) to qualify under Section 401(a) of the Code, or the failure of any trust forming part of any Company Plan to qualify for exemption from taxation under Section 501(a) of the Code.

"**Escrow Account**" has the meaning set forth in **Section 2.4(a)**.

"**Escrow Account Funding Date**" has the meaning set forth in **Section 2.4(b)**.

"**Event**" means any event, development, occurrence, circumstance, effect, condition, result, state of facts or change.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Exit Facility**" means, collectively, (a) the new $1.4 billion reserve-based lending facility credit agreement substantially on the terms set forth in the Exit Facility Term Sheet (which shall be composed of a $1.4 billion conforming tranche and a $0 million non-conforming tranche as of the Closing Date) and (b) the new $300 million secured term loan facility, substantially on the terms and conditions set forth in the Exit Facility Term Sheet and which shall be consistent with the terms set forth in the Restructuring Support Agreement and the Plan.

"**Exit Facility Lender**" means any lender under the Exit Facility, solely in its capacity as such.

"**Exit Facility Term Sheet**" means the term sheet attached as Exhibit B to the Restructuring Term Sheet setting forth the terms and conditions of the Exit Facility.

"**Expense Reimbursement**" has the meaning set forth in Section 3.3(a).

"**Filing Party**" has the meaning set forth in Section 6.12(b).

"**Final Cash Collateral Order**" means the *Final Order under 11 U.S.C. §§ 105, 361, 362, 363, 507 and 552, and Bankruptcy Rules 2002, 4001 and 9014 (I) Authorizing Debtors*

to Use Cash Collateral and (II) Granting Adequate Protection to Prepetition Lenders [Docket No. 743], as may be amended.

"**Final Order**" means, as applicable, an Order of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the Order could be appealed or from which certiorari could be sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such Order, or has otherwise been dismissed with prejudice.

"**Financial Reports**" has the meaning set forth in 0.

"**First Lien Agent**" means Wells Fargo Bank, N.A., or any successor thereto, as administrative agent under the First Lien Credit Agreement, solely in its capacity as such.

"**First Lien Credit Agreement**" means that certain Sixth Amended and Restated Credit Agreement, dated as of April 24, 2013, as amended, restated, modified, supplemented, or replaced from time to time prior to the date hereof, by and among Linn Energy, LLC, as borrower, each of the guarantors party thereto, the First Lien Agent, and the First Lien Lenders.

"**First Lien Lenders**" means the lenders party to the First Lien Credit Agreement, solely in their capacity as such.

"**Funding Notice**" has the meaning set forth in Section 2.4(a).

"**Funding Notice Date**" has the meaning set forth in Section 2.4(a).

"**GAAP**" means United States generally accepted accounting principles.

"**Governmental Entity**" has the meaning of "governmental unit" set forth in section 101(27) of the Bankruptcy Code.

"**Hazardous Materials**" means all pollutants, contaminants, wastes, chemicals, materials, substances and constituents, including explosive or radioactive substances or petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls or radon gas, of any nature subject to regulation or which can give rise to liability under any Environmental Law other than naturally occurring radioactive material ("NORM") on or inside of equipment wells or oil and gas property to the extent each of the foregoing is in service.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended from time to time.

"**Indemnified Claim**" has the meaning set forth in Section 8.2.

"**Indemnified Person**" has the meaning set forth in Section 8.1.

"**Indemnifying Party**" has the meaning set forth in Section 8.1.

"**Initial Commitment Party**" means each Initial Secured Commitment Party and each Initial Unsecured Commitment Party.

"**Initial Secured Commitment Party**" has the meaning set forth in the Backstop Commitment Letter and includes any Ultimate Purchaser of such Initial Secured Commitment Party's Backstop Commitment pursuant to Section 2.6(b), but excludes any Secured Commitment Party that is an Initial Secured Commitment Party under the Backstop Commitment Letter solely by reason of being a transferee of an Initial Secured Commitment Party's Backstop Commitment pursuant to Section 7 of the Backstop Commitment Letter.

"**Initial Unsecured Commitment Party**" has the meaning set forth in the Backstop Commitment Letter and includes any Ultimate Purchaser of such Initial Unsecured Commitment Party's Backstop Commitment pursuant to Section 2.6(b), but excludes any Unsecured Commitment Party that is an Initial Unsecured Commitment Party under the Backstop Commitment Letter solely by reason of being a transferee of an Initial Unsecured Commitment Party's Backstop Commitment pursuant to Section 7 of the Backstop Commitment Letter.

"**Intellectual Property Rights**" has the meaning set forth in Section 4.122.

"**IRS**" means the United States Internal Revenue Service.

"**Joinder Agreement**" has the meaning set forth in Section 2.6(c).

"**Joint Filing Party**" has the meaning set forth in Section 6.12(c).

"**Knowledge of the Company**" means the actual knowledge, after reasonable inquiry of their direct reports, of the chief executive officer, chief financial officer, chief operating officer and general counsel of the Company. As used herein, "actual knowledge" means information that is personally known by the listed individual(s).

"**Law**" means any law (statutory or common), statute, regulation, rule, code or ordinance enacted, adopted, issued or promulgated by any Governmental Entity.

"**Legal Proceedings**" has the meaning set forth in Section 4.100.

"**Legend**" has the meaning set forth in Section 6.11.

"**Lien**" means any lien, adverse claim, charge, option, right of first refusal, servitude, security interest, mortgage, pledge, deed of trust, easement, encumbrance, restriction on transfer, conditional sale or other title retention agreement, defect in title, lien or judicial lien as defined in sections 101(36) and (37) of the Bankruptcy Code or other restrictions of a similar kind.

"**Linn Termination Event**" has the meaning set forth in Section 9.3.

"**Losses**" has the meaning set forth in Section 8.1.

"**Material Adverse Effect**" means any Event, which individually, or together with all other Events, has had or would reasonably be expected to have a material and adverse effect on (a) the business, assets, liabilities, finances, properties, results of operations or condition (financial or otherwise) of the Debtors, taken as a whole, or (b) the ability of the Debtors, taken as a whole, to perform their obligations under, or to consummate the transactions contemplated by, the Transaction Agreements, including the Rights Offerings, in each case, except to the extent such Event results from, arises out of, or is attributable to, the following (either alone or in combination): (i) any change after the date hereof in global, national or regional political conditions (including hostilities, acts of war, sabotage, terrorism or military actions, or any escalation or material worsening of any such hostilities, acts of war, sabotage, terrorism or military actions existing or underway) or in the general business, market, financial or economic conditions affecting the industries, regions and markets in which the Debtors operate, including any change in the United States or applicable foreign economies or securities, commodities or financial markets, or force majeure events or "acts of God"; (ii) any changes after the date hereof in applicable Law or GAAP, or in the interpretation or enforcement thereof; (iii) the execution, announcement or performance of this Agreement or the other Transaction Agreements or the transactions contemplated hereby or thereby (including any act or omission of the Debtors expressly required or prohibited, as applicable, by this Agreement or consented to or required by the Requisite Commitment Parties in writing); (iv) changes in the market price or trading volume of the claims or equity or debt securities of the Debtors (but not the underlying facts giving rise to such changes unless such facts are otherwise excluded pursuant to the clauses contained in this definition); (v) the departure of officers or directors of any of the Debtors not in contravention of the terms and conditions of this Agreement (but not the underlying facts giving rise to such departure unless such facts are otherwise excluded pursuant to the clauses contained in this definition); (vi) the filing or pendency of the Chapter 11 Cases; (vii) declarations of national emergencies in the United States or natural disasters in the United States; (viii) any matters expressly disclosed in the Disclosure Statement or the Company Disclosure Schedules as delivered on the date hereof; or (ix) the occurrence of a Commitment Party Default; provided, that the exceptions set forth in clauses (i) and (ii) shall not apply to the extent that such Event is disproportionately adverse to the Debtors, taken as a whole, as compared to other companies in the industries in which the Debtors operate.

"**Material Contracts**" means (a) all "plans of acquisition, reorganization, arrangement, liquidation or succession" and "material contracts" (as such terms are defined in Items 601(b)(2) and 601(b)(10) of Regulation S-K under the Exchange Act) to which any of the Debtors is a party, (b) any Contracts to which any of the Debtors is a party that is likely to reasonably involve consideration of more than $5,000,000, in the aggregate, over a twelve-month period, has a term of greater than one year and is not cancelable without material penalty on not more than thirty (30) days' notice or (c) the Contracts described in Section 1.1 of the Company Disclosure Schedules.

"**Milbank**" shall mean Milbank, Tweed, Hadley & McCloy, LLP.

"**Money Laundering Laws**" has the meaning set forth in Section 4.233.

"**Multiemployer Plan**" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which any of the Debtors or any ERISA Affiliate is making or accruing an obligation to make contributions, has within any of the preceding six plan years made or accrued an obligation to make contributions, or each such plan with respect to which any such entity has any actual or contingent liability or obligation.

"**Note Claims**" means all claims against the Debtors arising on account of the Notes and the indentures pursuant to which they were issued.

"**Noteholders**" means all Secured Noteholders and all Unsecured Noteholders.

"**Notes**" shall mean, collectively, the Secured Notes and the Unsecured Notes.

"**O'Melveny**" shall mean O'Melveny & Myers LLP.

"**Order**" means any judgment, order, award, injunction, writ, permit, license or decree of any Governmental Entity or arbitrator of applicable jurisdiction.

"**Outside Date**" has the meaning set forth in Section 9.2(a).

"**Party**" has the meaning set forth in the Preamble.

"**PBGC**" means the Pension Benefit Guaranty Corporation established pursuant to Section 4002 of ERISA, or any successor thereto.

"**Per Share Discounted Purchase Price**" means the Per Share Plan Value multiplied by 0.75, rounded to two decimal places.

"**Per Share Plan Value**" means the quotient of (x) the Plan Equity Value divided by (y) the Aggregate Common Shares.

"**Per Share Purchase Price**" means the Per Share Plan Value multiplied by 0.80, rounded to two decimal places.

"**Permitted Liens**" means (a) Liens for Taxes that (i) are not yet delinquent or (ii) are being contested in good faith by appropriate proceedings and for which adequate reserves have been made with respect thereto; (b) landlord's, operator's, vendors', carriers', warehousemen's, mechanics', materialmen's, repairmen's and other similar Liens for labor, materials or supplies or other like Liens arising by operation of law in the ordinary course of business or incident to the exploration, development, operation and maintenance of oil and gas properties provided with respect to any Real Property or personal property incurred in the ordinary course of business consistent with past practice and as otherwise not prohibited under this Agreement, for amounts that are not more than sixty (60) days delinquent and that do not materially detract from the value of, or materially impair the use of, any of the Real Property or personal property of any of the Debtors, or, if for amounts that do materially detract from the value of, or materially impair the use of, any of the Real Property or personal property of any of the Debtors, if such Lien is being contested in good faith by appropriate proceedings and for which adequate reserves have been made with respect thereto; (c) zoning, building codes and

other land use Laws regulating the use or occupancy of any Real Property or the activities conducted thereon that are imposed by any Governmental Entity having jurisdiction over such Real Property; provided, that no such zoning, building codes and other land use Laws prohibit the use or occupancy of such Real Property; (d) easements, covenants, conditions, minor encroachments, restrictions on transfer and other similar matters affecting title to any Real Property (including any title retention agreement) and other title defects and encumbrances that do not or would not materially impair the ownership, use or occupancy of such Real Property or the operation of the Debtors' business; (e) Liens granted under any Contracts (including joint operating agreements, oil and gas leases, farmout agreements, joint development agreements, transportation agreements, marketing agreements, seismic licenses and other similar operational oil and gas agreements), in each case, to the extent the same are ordinary and customary in the oil and gas business and do not or would not materially impair the ownership, use or occupancy of any Real Property or the operation of the Debtors' business and which are for claims not more than sixty (60) days delinquent or, if such claim does materially impair such ownership, use, occupancy or operation and are for obligations that are more than sixty (60) days delinquent, are being contested in good faith by appropriate proceedings and for which adequate reserves have been made with respect thereto; (f) from and after the occurrence of the Effective Date, Liens granted in connection with the Exit Facility; (g) mortgages on a lessor's interest in a lease or sublease; provided that no foreclosure proceedings have been duly filed (unless, in such case, such mortgage has been subordinated to the applicable lease); and (h) Liens that, pursuant to the Plan and the Confirmation Order, will be discharged and released on the Effective Date.

"**Person**" means an individual, firm, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, association, trust, Governmental Entity or other entity or organization.

"**Plan**" means the *Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and Its Debtor Affiliates*, filed on October 21, 2016 (as may be amended, supplemented, or modified from time to time in accordance with its terms and the terms of the Restructuring Support Agreement), including all exhibits, supplements, appendices, and schedules thereto.

"**Plan Equity Value**" means the good faith estimate, as mutually agreed in writing by the Company, PJT Partners and Intrepid Financial Partners prior to the commencement of the Rights Offerings, which estimate shall be based on a 13-week rolling cash flow statement of the Debtors prepared by the Company no later than five (5) Business Days prior to the hearing with the Bankruptcy Court with respect to the Plan Solicitation Motion reflecting what the equity value of the Reorganized Company will be as of the Effective Date (after including cash on hand of the Reorganized Company in excess of $50,000,000) pro forma for the restructured capital structure as of the Effective Date, including after giving effect to the Rights Offerings and the other Restructuring Transactions and subtracting all indebtedness and accrued and unpaid Restructuring Transaction expenses then outstanding, based on an enterprise value of $2,350,000,000. Such estimated amount shall be the equity value of the Reorganized Company as of the Effective Date for purposes of the Plan, after giving effect to the transactions contemplated by the Plan.

"**Plan Solicitation Motion**" means the Debtors' motion, in form and substance reasonably satisfactory to the Requisite Commitment Parties and the Company, for an order,

among other things, (a) approving the Disclosure Statement; (b) establishing a voting record date for the Plan; (c) approving solicitation packages and procedures for the distribution thereof; (d) approving the forms of ballots; (e) establishing procedures for voting on the Plan; (f) establishing notice and objection procedures for the confirmation of the Plan; (g) approving the Rights Offering Procedures; and (h) establishing procedures for the assumption and/or assignment of executory Contracts and unexpired leases under the Plan.

"**Plan Solicitation Order**" means an Order, in form and substance reasonably acceptable to the Requisite Commitment Parties and the Company, approving the Disclosure Statement with respect to the Plan and approving the Rights Offering Procedures and the solicitation with respect to the Plan which are in form and substance reasonably acceptable to the Requisite Commitment Parties and the Company.

"**Plan Supplement**" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan (as amended, supplemented, or modified from time to time in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules, and the Restructuring Support Agreement), including without limitation disclosure required under section 1129(a)(5) of the Bankruptcy Code, to be filed by the Debtors no later than 14 days before the Confirmation Hearing, and additional documents or amendments to previously filed documents, filed before the Effective Date as amendments to the Plan Supplement, including the following, as applicable: (a) the Exit Facility Documents; (b) the Reorganized Company Organizational Documents; (c) a list of retained Causes of Action; (d) the Description of Transaction Steps; (e) the Registration Rights Agreement; (f) the Schedule of Assumed Executory Contracts and Unexpired Leases (as defined in the Plan); (g) the Schedule of Rejected Executory Contracts and Unexpired Leases (as defined in the Plan); (h) the Agreement; and (i) any and all other documentation necessary to effectuate the Restructuring Transactions or that is contemplated by the Plan. The Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement through the Effective Date consistent with and subject to the Restructuring Support Agreement.

"**Pre-Closing Period**" has the meaning set forth in Section 6.3.

"**Pre-Hearing Letter Agreement**" means an agreement executed by the Parties acknowledging their agreement to the definitive forms of the documents contemplated hereby, including the Reorganized Company Organizational Documents and the EIP.

"**Real Property**" means, collectively, all right, title and interest (including any leasehold estate) in and to any and all parcels of or interests in real property owned in fee or leased by any of the Debtors, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures incidental to the ownership or lease thereof.

"**Registration Rights Agreement**" has the meaning set forth in Section 6.7(a).

"**Related Party**" means, with respect to any Person, (i) any former, current or future director, officer, agent, Affiliate, employee, general or limited partner, member, manager or stockholder of such Person and (ii) any former, current or future director, officer, agent,

Affiliate, employee, general or limited partner, member, manager or stockholder of any of the foregoing.

"**Related Purchaser**" has the meaning set forth in Section 2.6(a).

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or migrating. "**Released**" has a correlative meaning.

"**Reorganized Company**" means a new Delaware corporation to be formed by a non-Debtor, non-Commitment Party nominee of the Initial Commitment Parties prior to the Effective Date and which will, as of the Effective Date, own 100% of the membership interests in a new Delaware limited liability company that will serve as the issuer of certain incentive equity units issuable pursuant to the EIP.

"**Reorganized Company Organizational Documents**" means, collectively, the Bylaws and the Certificate of Incorporation.

"**Replacing Commitment Parties**" has the meaning set forth in Section 2.3(b).

"**Reportable Event**" means any reportable event as defined in Section 4043(c) of ERISA or the regulations issued thereunder, other than those events as to which the 30 day notice period referred to in Section 4043(c) of ERISA has been waived, with respect to a Company Plan.

"**Representatives**" means, with respect to any Person, such Person's directors, officers, members, partners, managers, employees, agents, investment bankers, attorneys, accountants, advisors and other representatives.

"**Requisite Commitment Parties**" means (a) members of the Steering Committee of the Ad Hoc Group of Unsecured Noteholders holding more than sixty-six and two-thirds percent (66-2/3%) of the Allowed LINN Unsecured Notes Claims held by all members of the Steering Committee of the Ad Hoc Group of Unsecured Noteholders at the time of the relevant determination and (b) members of the Steering Committee of the Ad Hoc Group of Secured Noteholders holding more than sixty-six and two-thirds percent (66-2/3%) of the Allowed LINN Second Lien Notes Claims held by all members of the Steering Committee of the Ad Hoc Group of Secured Noteholders at the time of the relevant determination, in the case of each of (a) and (b), voting as a separate class.

"**Restructuring**" has the meaning set forth in the Restructuring Support Agreement.

"**Restructuring Support Agreement**" has the meaning set forth in the Recitals.

"**Restructuring Term Sheet**" has the meaning set forth in the Recitals.

"**Restructuring Transactions**" means, collectively, the transactions contemplated by the Restructuring Support Agreement.

"**Rights Offerings**" means the Unsecured Rights Offering and the Secured Rights Offering.

"**Rights Offering Amount**" means an amount equal to the sum of the Unsecured Rights Offering Amount and the Secured Rights Offering Amount, which were calculated pursuant to the terms and conditions of the Second Lien Settlement Agreement (as defined in the Restructuring Support Agreement).

"**Rights Offering Expiration Time**" means the time and the date on which the rights offering subscription forms must be duly delivered to the Rights Offering Subscription Agent in accordance with the Rights Offering Procedures, together with the applicable aggregate Per Share Purchase Price, if applicable.

"**Rights Offering Participants**" means all of the Secured Rights Offering Participants and the Unsecured Rights Offering Participants.

"**Rights Offering Procedures**" means the procedures with respect to the Rights Offerings that are approved by the Bankruptcy Court pursuant to the Plan Solicitation Order, which procedures shall be in form and substance substantially as set forth on Exhibit A hereto, as may be modified in a manner that is reasonably acceptable to the Requisite Commitment Parties and the Company.

"**Rights Offering Shares**" means all of the Unsecured Rights Offering Shares and the Secured Rights Offering Shares, which aggregate number of Rights Offering Shares shall be reasonably acceptable to the Requisite Commitment Parties.

"**Rights Offering Subscription Agent**" means Prime Clerk or another subscription agent appointed by the Company and satisfactory to the Requisite Commitment Parties.

"**SEC**" means the U.S. Securities and Exchange Commission.

"**Secured Available Shares**" means the Secured Unsubscribed Shares that any Secured Commitment Party fails to purchase as a result of a Secured Commitment Party Default by such Secured Commitment Party.

"**Secured Backstop Commitment**" has the meaning set forth in Section 2.2.

"**Secured Backstop Commitment Percentage**" means, with respect to any Secured Commitment Party, such Secured Commitment Party's percentage of the Secured Backstop Commitment as set forth opposite such Secured Commitment Party's name under the column titled "Secured Backstop Commitment Percentage" on Schedule 1B to this Agreement. Any reference to "Secured Backstop Commitment Percentage" in this Agreement means the Secured Backstop Commitment Percentage in effect at the time of the relevant determination.

"**Secured Cash Component**" means the portion of the Secured Commitment Premium that is payable in the form of cash pursuant to Section 3.2.

"**Secured Commitment Parties**" means all Commitment Parties that are also Secured Noteholders.

"**Secured Commitment Party Default**" means the failure by any Secured Commitment Party to (a) deliver and pay the aggregate Per Share Discounted Purchase Price for such Secured Commitment Party's Backstop Commitment Percentage of any Secured Unsubscribed Shares by the Escrow Account Funding Date in accordance with Section 2.4(b) or (b) fully exercise all Secured Subscription Rights that are issued to it pursuant to the Secured Rights Offering and duly purchase all Secured Rights Offering Shares issuable to it pursuant to such exercise, in accordance with this Agreement and the Plan.

"**Secured Commitment Party Replacement**" has the meaning set forth in Section 2.3(b).

"**Secured Commitment Party Replacement Period**" has the meaning set forth in Section 2.3(b).

"**Secured Commitment Premium**" has the meaning set forth in Section 3.1.

"**Secured Equity Component**" means the portion of the Secured Commitment Premium that is payable in the form of Common Shares pursuant to Section 3.2.

"**Secured Noteholders**" means all holders of the Secured Notes.

"**Secured Notes**" shall mean the $1.0 billion aggregate principal amount of 12.00% senior secured second lien notes due 2020 issued pursuant to that certain Indenture, dated as of November 13, 2015, among LINN Energy, LLC and LINN Energy Finance Corp., as Issuers, Delaware Trust Company, as successor trustee and collateral trustee under such indenture and collateral agreement, and the guarantors party thereto (as amended from time to time prior to the date hereof).

"**Secured Replacing Commitment Parties**" has the meaning set forth in Section 2.3(b).

"**Secured Rights Offering**" means the rights offering that is backstopped by the Secured Commitment Parties for the Secured Rights Offering Amount in connection with the Restructuring Transactions substantially on the terms reflected in the Restructuring Support Agreement and this Agreement, and in accordance with the Rights Offering Procedures.

"**Secured Rights Offering Shares**" means the Common Shares (including all Secured Unsubscribed Shares purchased by the Secured Commitment Parties pursuant to this Agreement) distributed pursuant to and in accordance with the Rights Offering Procedures in the Secured Rights Offering.

"**Secured Rights Offering Amount**" means an amount equal to $210,995,592.

"**Secured Rights Offering Participants**" means those Persons who duly subscribe for Secured Rights Offering Shares in accordance with the Rights Offering Procedures.

"**Secured Subscription Rights**" means the subscription rights to purchase Secured Rights Offering Shares.

"**Secured Unsubscribed Shares**" means the Secured Rights Offering Shares that have not been duly purchased in the Secured Rights Offering by Secured Noteholders that are not Secured Commitment Parties in accordance with the Rights Offering Procedures and the Plan, including, for purposes of calculating the number of Secured Unsubscribed Shares to be purchased pursuant to the Secured Backstop Commitment, any additional Common Shares issued and sold to the Secured Commitment Parties on account of such Secured Unsubscribed Shares pursuant to this Agreement to account for the Per Share Discounted Purchase Price at which Secured Unsubscribed Shares will be sold.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Steering Committee**" means, as applicable, (a) the steering committee of the Ad Hoc Group of Unsecured Noteholders as may be constituted from time to time and which shall initially be comprised of the entities set forth in Exhibit B-1 hereto and/or (b) the steering committee of the Ad Hoc Group of Secured Noteholders as may be constituted from time to time and which shall initially be comprised of the entities set forth in Exhibit B-2 hereto.

"**Subscription Rights**" means all of the Unsecured Subscription Rights and the Secured Subscription Rights.

"**Subsidiary**" means, with respect to any Person, any corporation, partnership, joint venture or other legal entity as to which such Person (either alone or through or together with any other subsidiary), (a) owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interests, (b) has the power to elect a majority of the board of directors or similar governing body, or (c) has the power to direct the business and policies.

"**Taxes**" means all taxes, assessments, duties, levies or other mandatory governmental charges paid to a Governmental Entity, including all federal, state, local, foreign and other income, franchise, profits, gross receipts, capital gains, capital stock, transfer, property, sales, use, value-added, occupation, excise, severance, windfall profits, stamp, payroll, social security, withholding and other taxes, assessments, duties, levies or other mandatory governmental charges of any kind whatsoever paid to a Governmental Entity (whether payable directly or by withholding and whether or not requiring the filing of a return), all estimated taxes, deficiency assessments, additions to tax, penalties and interest thereon and shall include any liability for such amounts as a result of being a member of a combined, consolidated, unitary or affiliated group. For the avoidance of doubt, such term shall exclude any tax, penalties or interest thereon that result or have resulted from the non-payment of royalties.

"**Transaction Agreements**" has the meaning set forth in Section 4.2(a).

"**Transfer**" means to sell, transfer, assign, pledge, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions in which any Person receives the right to own or acquire any current or future interest in a Subscription Right, a Note Claim, a

Rights Offering Share or Common Share). "**Transfer**" used as a noun has a correlative meaning.

"**Ultimate Purchaser**" has the meaning set forth in Section 2.6(b).

"**Unfunded Pension Liability**" means the excess of a Company Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Company Plan's assets, determined in accordance with the assumptions used for funding the Company Plan pursuant to Section 412 of the Code for the applicable plan year.

"**Unlegended Shares**" has the meaning set forth in Section 6.9.

"**Unsecured Available Shares**" means the Unsecured Unsubscribed Shares that any Unsecured Commitment Party fails to purchase as a result of a Unsecured Commitment Party Default by such Unsecured Commitment Party.

"**Unsecured Backstop Commitment**" has the meaning set forth in Section 2.2.

"**Unsecured Backstop Commitment Percentage**" means, with respect to any Unsecured Commitment Party, such Unsecured Commitment Party's percentage of the Unsecured Backstop Commitment as set forth opposite such Unsecured Commitment Party's name under the column titled "Unsecured Backstop Commitment Percentage" on Schedule 1A to this Agreement. Any reference to "Unsecured Backstop Commitment Percentage" in this Agreement means the Unsecured Backstop Commitment Percentage in effect at the time of the relevant determination.

"**Unsecured Cash Component**" means the portion of the Unsecured Commitment Premium that is payable in the form of cash pursuant to Section 3.2.

"**Unsecured Commitment Parties**" means all Commitment Parties that are also Unsecured Noteholders.

"**Unsecured Commitment Party Default**" means the failure by any Unsecured Commitment Party to (a) deliver and pay the aggregate Per Share Discounted Purchase Price for such Unsecured Commitment Party's Backstop Commitment Percentage of any Unsecured Unsubscribed Shares by the Escrow Account Funding Date in accordance with Section 2.4(b) or (b) fully exercise all Unsecured Subscription Rights that are issued to it pursuant to the Unsecured Rights Offering and duly purchase all Unsecured Rights Offering Shares issuable to it pursuant to such exercise, in accordance with this Agreement and the Plan.

"**Unsecured Commitment Party Replacement**" has the meaning set forth in Section 2.3(a).

"**Unsecured Commitment Party Replacement Period**" has the meaning set forth in Section 2.3(a).

"**Unsecured Commitment Premium**" has the meaning set forth in Section 3.1.

"**Unsecured Equity Component**" means the portion of the Unsecured Commitment Premium that is payable in the form of Common Shares pursuant to Section 3.2.

"**Unsecured Noteholders**" means all holders of the Unsecured Notes.

"**Unsecured Notes**" shall mean, collectively, (i) the $581 million aggregate principal amount of 6.25% notes issued pursuant to that certain Indenture, dated as of March 2, 2012, among LINN and LINN Energy Finance Corp., as Issuers, U.S. Bank, N.A., as Trustee, and the guarantors party thereto (as amended from time to time prior to the date hereof); (ii) the $562 million aggregate principal amount of 6.50% notes due 2019 issued pursuant to that certain First Supplemental Indenture, dated as of September 9, 2014, among LINN and LINN Energy Finance Corp., as Issuers, the LINN Unsecured Notes Indenture Trustee, and the guarantors party thereto (as amended from time to time prior to the date hereof; (iii) the $381 million aggregate principal amount of 6.50% due 2021 notes issued pursuant to that certain First Supplemental Indenture, dated as of September 9, 2014, among LINN and LINN Energy Finance Corp., as Issuers, the LINN Unsecured Notes Indenture Trustee, and the guarantors party thereto (as amended from time to time prior to the date hereof); (iv) the $780 million aggregate principal amount of 7.75% notes issued pursuant to that certain Indenture, dated as of September 13, 2010, among LINN and LINN Energy Finance Corp., as Issuers, the LINN Unsecured Notes Indenture Trustee, and the guarantors party thereto (as amended from time to time prior to the date hereof); and (v) the $719 million aggregate principal amount of 8.625% notes issued pursuant to that certain First Supplemental Indenture, dated as of July 2, 2010, among LINN and LINN Energy Finance Corp., as Issuers, the LINN Unsecured Notes Indenture Trustee, and the guarantors party thereto (as amended from time to time prior to the date hereof).

"**Unsecured Replacing Commitment Parties**" has the meaning set forth in Section 2.3(a).

"**Unsecured Rights Offering**" means the rights offering that is backstopped by the Unsecured Commitment Parties for the Unsecured Rights Offering Amount in connection with the Restructuring Transactions substantially on the terms reflected in the Restructuring Support Agreement and this Agreement, and in accordance with the Rights Offering Procedures.

"**Unsecured Rights Offering Amount**" means an amount equal to $319,004,408.

"**Unsecured Rights Offering Participants**" means those Persons who duly subscribe for Unsecured Rights Offering Shares in accordance with the Rights Offering Procedures.

"**Unsecured Rights Offering Shares**" means the Common Shares (including all Unsecured Unsubscribed Shares purchased by the Unsecured Commitment Parties pursuant to this Agreement) distributed pursuant to and in accordance with the Rights Offering Procedures in the Unsecured Rights Offering.

"**Unsecured Subscription Rights**" means the subscription rights to purchase Unsecured Rights Offering Shares.

"**Unsecured Unsubscribed Shares**" means the Unsecured Rights Offering Shares that have not been duly purchased in the Unsecured Rights Offering by Unsecured Noteholders that are not Unsecured Commitment Parties in accordance with the Rights Offering Procedures and the Plan, including, for purposes of calculating the number of Unsecured Unsubscribed Shares to be purchased pursuant to the Unsecured Backstop Commitment, any additional Common Shares issued and sold to the Unsecured Commitment Parties on account of such Unsecured Unsubscribed Shares pursuant to this Agreement to account for the Per Share Discounted Purchase Price at which Unsecured Unsubscribed Shares will be sold.

"**Unsubscribed Shares**" means all of the Unsecured Unsubscribed Shares and the Secured Unsubscribed Shares.

"**willful or intentional breach**" has the meaning set forth in Section 9.4(a).

"**Withdrawal Liability**" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Section 4203 of ERISA.

Section 1.2 Construction. In this Agreement, unless the context otherwise requires:

(a) references to Articles, Sections, Exhibits and Schedules are references to the articles and sections or subsections of, and the exhibits and schedules attached to, this Agreement;

(b) references in this Agreement to "writing" or comparable expressions include a reference to a written document transmitted by means of electronic mail in portable document format (pdf), facsimile transmission or comparable means of communication;

(c) words expressed in the singular number shall include the plural and vice versa; words expressed in the masculine shall include the feminine and neuter gender and vice versa;

(d) the words "hereof", "herein", "hereto" and "hereunder", and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, including all Exhibits and Schedules attached to this Agreement, and not to any provision of this Agreement;

(e) the term "this Agreement" shall be construed as a reference to this Agreement as the same may have been, or may from time to time be, amended, modified, varied, novated or supplemented;

(f) "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words;

(g) references to "day" or "days" are to calendar days;

(h) references to "the date hereof" means the date of this Agreement;

(i) unless otherwise specified, references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules or regulations promulgated thereunder in effect from time to time; and

(j) references to "dollars" or "$" refer to currency of the United States of America, unless otherwise expressly provided.

ARTICLE II

BACKSTOP COMMITMENT

Section 2.1 The Rights Offering; Subscription Rights. On and subject to the terms and conditions hereof, including entry of the BCA Approval Order, the Company, on behalf of the Reorganized Company, shall conduct the Rights Offerings pursuant to and in accordance with the Rights Offering Procedures and the Plan Solicitation Order. If reasonably requested by Commitment Parties satisfying the definition of Requisite Commitment Parties pursuant to clause (a) thereof, from time to time prior to the Rights Offering Expiration Time (and any extensions thereto), the Company shall notify, or cause the Rights Offering Subscription Agent to notify, within 48 hours of receipt of such request by the Company, the Unsecured Commitment Parties of the aggregate number of Unsecured Subscription Rights known by the Company or the Rights Offering Subscription Agent to have been exercised pursuant to the Unsecured Rights Offering as of the most recent practicable time before such request. If reasonably requested by Commitment Parties satisfying the definition of "Requisite Commitment Parties" pursuant to clause (b) thereof, from time to time prior to the Rights Offering Expiration Time (and any extensions thereto), the Company shall notify, or cause the Rights Offering Subscription Agent to notify, within 48 hours of receipt of such request by the Company, the Secured Commitment Parties of the aggregate number of Secured Subscription Rights known by the Company or the Rights Offering Subscription Agent to have been exercised pursuant to the Secured Rights Offering as of the most recent practicable time before such request. The Rights Offerings will be conducted in reliance upon the exemption from registration under the Securities Act provided in Section 1145 of the Bankruptcy Code, and all Rights Offering Shares (other than the Unsubscribed Shares purchased by the Commitment Parties pursuant to this Agreement) will be issued in reliance upon such exemption, and the Disclosure Statement shall include a statement to such effect. The offer and sale of the Unsubscribed Shares purchased by the Commitment Parties pursuant to this Agreement will be made in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act or another available exemption from registration under the Securities Act, and the Disclosure Statement shall include a statement to such effect.

Section 2.2 The Backstop Commitment. On and subject to the terms and conditions hereof, including entry of the BCA Approval Order, each Unsecured Commitment Party and each Secured Commitment Party agrees, severally and not jointly, to fully exercise all Subscription Rights that are issued to it pursuant to the Unsecured Rights Offering and Secured Rights Offering, respectively, and duly purchase all Rights Offering Shares issuable to it pursuant to such exercise, in accordance with the Rights Offering Procedures and the Plan; provided that any Defaulting Commitment Party shall be liable to each non-Defaulting Commitment Party, the Company and the Reorganized Company as a result of any breach of its

obligations hereunder. On and subject to the terms and conditions hereof, including entry of the Confirmation Order, (a) each Unsecured Commitment Party agrees, severally and not jointly, to purchase, and the Reorganized Company shall sell to such Unsecured Commitment Party, on the Closing Date for the applicable aggregate Per Share Discounted Purchase Price, the number of Unsecured Unsubscribed Shares equal to (x) such Unsecured Commitment Party's Unsecured Backstop Commitment Percentage multiplied by (y) the aggregate number of Unsecured Unsubscribed Shares (such obligation to purchase, the "**Unsecured Backstop Commitment**"), rounded among the Unsecured Commitment Parties solely to avoid fractional shares as the Steering Committee of the Ad Hoc Group of Unsecured Noteholders may determine in its sole discretion (provided that in no event shall such rounding reduce the aggregate commitment of such Unsecured Commitment Parties) and (b) each Secured Commitment Party agrees, severally and not jointly, to purchase, and the Reorganized Company shall sell to such Secured Commitment Party, on the Closing Date for the applicable aggregate Per Share Discounted Purchase Price, the number of Secured Unsubscribed Shares equal to (x) such Secured Commitment Party's Secured Backstop Commitment Percentage multiplied by (y) the aggregate number of Secured Unsubscribed Shares (such obligation to purchase, the "**Secured Backstop Commitment**"), rounded among the Secured Commitment Parties solely to avoid fractional shares as the Steering Committee of the Ad Hoc Group of Secured Noteholders may determine in its sole discretion (provided that in no event shall such rounding reduce the aggregate commitment of such Secured Commitment Parties).

Section 2.3 Commitment Party Default.

(a) Upon the occurrence of an Unsecured Commitment Party Default, the Unsecured Commitment Parties that are, or are Affiliated with, an Initial Unsecured Commitment Party (other than any Defaulting Commitment Party) shall have the right, but not the obligation, within three (3) Business Days after receipt of written notice from the Company to all Unsecured Commitment Parties of such Unsecured Commitment Party Default, which notice shall be given promptly following the occurrence of such Unsecured Commitment Party Default and to all Unsecured Commitment Parties concurrently (such three (3) Business Day period, the "**Unsecured Commitment Party Replacement Period**"), to make arrangements for one or more of the Unsecured Commitment Parties that is, or is Affiliated with, an Initial Unsecured Commitment Party (other than any Defaulting Commitment Party) to purchase all or any portion of the Unsecured Available Shares (any such purchase, and any purchase by Secured Commitment Parties pursuant to the last sentence of this paragraph, an "**Unsecured Commitment Party Replacement**") on the terms and subject to the conditions set forth in this Agreement and in such amounts as may be agreed upon by all of the Unsecured Commitment Parties electing to purchase all or any portion of the Unsecured Available Shares, or, if no such agreement is reached, based upon the relative applicable Unsecured Backstop Commitment Percentages of any such Unsecured Commitment Parties that are, or are Affiliated with, an Initial Unsecured Commitment Party (other than any Defaulting Commitment Party) (such Commitment Parties, and any Secured Commitment Parties that purchase Unsecured Available Shares pursuant to the last sentence of this paragraph, the "**Unsecured Replacing Commitment Parties**"). In the event the Unsecured Commitment Parties do not elect to purchase all of the Unsecured Available Shares pursuant to the foregoing provisions of this paragraph, the Company shall give prompt written notice thereof to each of the Secured Commitment Parties that have the right to purchase Secured Available Shares pursuant to Section 2.3(b), and such Secured

Commitment Parties shall have the right, but not the obligation, to purchase all or any portion of the remaining Unsecured Available Shares on the same terms and conditions as if they were Secured Available Shares under Section 2.3(b) within three (3) Business Days of receiving notice from the Company.

(b) Upon the occurrence of a Secured Commitment Party Default, the Secured Commitment Parties that are, or are Affiliated with, an Initial Secured Commitment Party (other than any Defaulting Commitment Party) shall have the right, but not the obligation, within three (3) Business Days after receipt of written notice from the Company to all Secured Commitment Parties of such Secured Commitment Party Default, which notice shall be given promptly following the occurrence of such Secured Commitment Party Default and to all Secured Commitment Parties concurrently (such three (3) Business Day period, the "**Secured Commitment Party Replacement Period**" and, together with the Unsecured Commitment Party Replacement Period, the "**Commitment Party Replacement Period**"), to make arrangements for one or more of the Secured Commitment Parties that is, or is Affiliated with, an Initial Secured Commitment Party (other than any Defaulting Commitment Party) to purchase all or any portion of the Secured Available Shares (any such purchase, and any purchase by Unsecured Commitment Parties pursuant to the last sentence of this paragraph, a "**Secured Commitment Party Replacement**" and, together with the Unsecured Commitment Party Replacement and any purchase of Available Shares pursuant to Section 2.3(c), the "**Commitment Party Replacement**") on the terms and subject to the conditions set forth in this Agreement and in such amounts as may be agreed upon by all of the Secured Commitment Parties electing to purchase all or any portion of the Secured Available Shares, or, if no such agreement is reached, based upon the relative applicable Secured Backstop Commitment Percentages of any such Secured Commitment Parties that are, or are Affiliated with, an Initial Secured Commitment Party (other than the Defaulting Commitment Party) (such Commitment Parties, and any Unsecured Commitment Parties that purchase Secured Available Shares pursuant to the last sentence of this paragraph, the "**Secured Replacing Commitment Parties**" and, together with the Unsecured Replacing Commitment Parties and any Commitment Party that purchases Available Shares pursuant to Section 2.3(c), the "**Replacing Commitment Parties**"). In the event the Secured Commitment Parties do not elect to purchase all of the Secured Available Shares pursuant to the foregoing provisions of this paragraph, the Company shall give prompt written notice thereof to each of the Unsecured Commitment Parties that have the right to purchase Unsecured Available Shares pursuant to Section 2.3(a), and such Unsecured Commitment Parties shall have the right, but not the obligation, to purchase all or any portion of the remaining Secured Available Shares on the same terms and conditions as if they were Unsecured Available Shares under Section 2.3(a) within three (3) Business Days of receiving notice from the Company.

(c) In the event the Unsecured Commitment Parties and the Secured Commitment Parties do not elect to purchase all of the Unsecured Available Shares pursuant to Section 2.3(a) and all of the Secured Available Shares pursuant to Section 2.3(b), the Company shall give prompt written notice thereof to each of the Commitment Parties, and each Commitment Party (other than any Defaulting Commitment Party) shall have the right, but not the obligation, within three (3) Business Days after receipt of such notice to make arrangements for one or more of the Commitment Parties (other than any Defaulting Commitment Party) to purchase all or any portion of the remaining Available Shares on the terms and subject to the

conditions set forth in this Agreement and in such amounts as may be agreed upon by all of the Commitment Parties electing to purchase all or any portion of such Available Shares, or, if no such agreement is reached, based upon the relative applicable Aggregate Backstop Commitment Percentages of any such Commitment Parties. For the avoidance of doubt, nothing in this Section 2.3(c) shall relieve any Commitment Party of its obligation to fulfill its Backstop Commitment.

(d) In the event that any Available Shares are available for purchase pursuant to Section 2.3(c) and Commitment Parties do not elect to purchase all such Available Shares pursuant to the provisions thereof, the Company may, in its sole discretion, elect to utilize the Cover Transaction Period to consummate a Cover Transaction. As used herein, "Cover Transaction" means a circumstance in which the Company arranges for the sale of all or any portion of the Available Shares to any other Person, on the terms and subject to the conditions set forth in this Agreement, during the Cover Transaction Period, and "Cover Transaction Period" means the ten (10) Business Day period following expiration of the three (3) Business Day period specified in Section 2.3(c). For the avoidance of doubt, the Company's election to pursue a Cover Transaction, whether or not consummated, shall not relieve any Commitment Party of its obligation to fulfill its Backstop Commitment.

(e) Any Available Shares purchased by a Replacing Commitment Party (and any commitment and applicable aggregate Per Share Discounted Purchase Price associated therewith) shall be included, among other things, in the determination of (x) the Unsecured Unsubscribed Shares or Secured Unsubscribed Shares of such Unsecured Replacing Commitment Party or Secured Replacing Commitment Party, respectively, for all purposes hereunder, (y) the Backstop Commitment Percentage of such Replacing Commitment Party for purposes of Section 2.3(g), Section 2.4(b), Section 3.1 and Section 3.2 and (z) the Backstop Commitment of such Replacing Commitment Party for purposes of the definition of "Requisite Commitment Parties". If a Commitment Party Default occurs, the Outside Date shall be delayed only to the extent necessary to allow for (i) the Commitment Party Replacement to be completed within the Commitment Party Replacement Period and/or (ii), if applicable, the Cover Transaction to be completed within the Cover Transaction Period.

(f) If a Commitment Party is a Defaulting Commitment Party, it shall not be entitled to any of the Commitment Premium hereunder.

(g) Nothing in this Agreement shall be deemed to require a Commitment Party to purchase more than its Backstop Commitment Percentage of the Unsubscribed Shares.

(h) For the avoidance of doubt, notwithstanding anything to the contrary set forth in Section 9.4 but subject to Section 10.10, no provision of this Agreement shall relieve any Defaulting Commitment Party from liability hereunder, or limit the availability of the remedies set forth in Section 10.9, in connection with any such Defaulting Commitment Party's Commitment Party Default.

Section 2.4 Escrow Account Funding.

(a) Funding Notice. No later than the seventh (7th) Business Day following the Rights Offering Expiration Time, the Rights Offering Subscription Agent shall, on behalf of the Company, deliver to each Commitment Party a written notice (the "**Funding Notice**," and the date of such delivery, the "**Funding Notice Date**") setting forth (i) the number of Unsecured Rights Offering Shares and the number of Secured Rights Offering Shares elected to be purchased by the Rights Offering Participants, and the aggregate Per Share Purchase Price therefor in each case; (ii) the aggregate number of Unsecured Unsubscribed Shares and the aggregate number of Secured Unsubscribed Shares, if any, and the aggregate Per Share Discounted Purchase Price therefor in each case; (iii) the aggregate number of Unsecured Rights Offering Shares and/or Secured Rights Offering Shares, as applicable (based upon such Commitment Party's Unsecured Backstop Commitment Percentage and/or Secured Backstop Commitment Percentage, as applicable) to be issued and sold by the Reorganized Company to such Commitment Party on account of any Unsecured Unsubscribed Shares and/or Secured Unsubscribed Shares, as applicable, and the aggregate Per Share Discounted Purchase Price therefor; (iv) if applicable, the number of Unsecured Rights Offering Shares and/or Secured Rights Offering Shares, as applicable, such Commitment Party is subscribed for in the Rights Offerings and for which such Commitment Party had not yet paid to the Rights Offering Subscription Agent the aggregate Per Share Purchase Price therefor, together with such aggregate Per Share Purchase Price; and (v) subject to the last sentence of Section 2.4(b), the escrow account designated in escrow agreements satisfactory to the Requisite Commitment Parties and the Company, each acting reasonably, to which such Commitment Party shall deliver and pay the aggregate Per Share Discounted Purchase Price for such Commitment Party's Unsecured Backstop Commitment Percentage and/or Secured Backstop Commitment Percentage of the Unsecured Unsubscribed Shares and/or Secured Unsubscribed Shares, as applicable, and, if applicable, the aggregate Per Share Purchase Price for the Unsecured Rights Offering Shares and/or Secured Rights Offering Shares such Commitment Party has subscribed for in the Rights Offerings (the "**Escrow Account**"). The Company shall promptly direct the Rights Offering Subscription Agent to provide any written backup, information and documentation relating to the information contained in the applicable Funding Notice as any Commitment Party may reasonably request.

(b) Escrow Account Funding. On the date agreed with the Requisite Commitment Parties pursuant to escrow agreements satisfactory to the Requisite Commitment Parties and the Company, each acting reasonably (the "**Escrow Account Funding Date**"), each Commitment Party shall deliver and pay an amount equal to the sum of (i) the aggregate Per Share Discounted Purchase Price for such Commitment Party's Unsecured Backstop Commitment Percentage and/or Secured Backstop Commitment Percentage of the Unsecured Unsubscribed Shares and/or Secured Unsubscribed Shares, as applicable, plus (ii) the aggregate Per Share Purchase Price for the Common Shares issuable pursuant to such Commitment Party's exercise of all the Subscription Rights issued to it in the Rights Offerings, by wire transfer of immediately available funds in U.S. dollars into the Escrow Account in satisfaction of such Commitment Party's Backstop Commitment and its obligation to fully exercise its Subscription Rights; provided, that in no event shall the Escrow Account Funding Date be less than four (4) Business Days after the Funding Notice Date or more than five (5) Business Days prior to the Effective Date. Notwithstanding the foregoing, all payments contemplated to be made by any

Commitment Party to the Escrow Account pursuant to this Section 2.4 may instead be made, at the option of such Commitment Party, to a segregated bank account of the Rights Offering Subscription Agent designated by the Rights Offering Subscription Agent in the Funding Notice and shall be delivered and paid to such account on the Escrow Account Funding Date.

Section 2.5 Closing.

(a) Subject to Article VII, unless otherwise mutually agreed in writing between the Company and the Requisite Commitment Parties, the closing of the Backstop Commitments (the "**Closing**") shall take place at the offices of Kirkland & Ellis LLP, 601 Lexington Ave, New York, New York 10022, at 10:00 a.m., New York City time, on the date on which all of the conditions set forth in Article VII shall have been satisfied or waived in accordance with this Agreement (other than conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions). The date on which the Closing actually occurs shall be referred to herein as the "**Closing Date**".

(b) At the Closing, the funds held in the Escrow Account (and any amounts paid to a Rights Offering Subscription Agent bank account pursuant to the last sentence of Section 2.4(b)) shall, as applicable, be released and utilized in accordance with the Plan.

(c) At the Closing, issuance of the Unsubscribed Shares will be made by the Reorganized Company to each Commitment Party (or to its designee in accordance with Section 2.6(a)) against payment of the aggregate Per Share Discounted Purchase Price for the Unsubscribed Shares purchased by such Commitment Party, in satisfaction of such Commitment Party's Backstop Commitment. Unless a Commitment Party requests delivery of a physical stock certificate, the entry of any Unsubscribed Shares to be delivered pursuant to this Section 2.5(c) into the account of a Commitment Party pursuant to the Reorganized Company's book entry procedures and delivery to such Commitment Party of an account statement reflecting the book entry of such Unsubscribed Shares shall be deemed delivery of such Unsubscribed Shares for purposes of this Agreement. Notwithstanding anything to the contrary in this Agreement, all Unsubscribed Shares will be delivered with all issue, stamp, transfer, sales and use, or similar transfer Taxes or duties that are due and payable (if any) in connection with such delivery duly paid by the Company on behalf of the Reorganized Company.

Section 2.6 Designation and Assignment Rights.

(a) Each Commitment Party shall have the right to designate by written notice to the Company no later than two (2) Business Days prior to the Closing Date that some or all of the Unsubscribed Shares that it is obligated to purchase hereunder be issued in the name of, and delivered to, one or more of its Affiliates or Affiliated Funds (other than any portfolio company of such Commitment Party or its Affiliates) (each, a "**Related Purchaser**") upon receipt by the Company of payment therefor in accordance with the terms hereof, which notice of designation shall (i) be addressed to the Company and signed by such Commitment Party and each such Related Purchaser, (ii) specify the number of Unsubscribed Shares to be delivered to or issued in the name of such Related Purchaser and (iii) contain a confirmation by each such Related Purchaser of the accuracy of the representations set forth in 5.6 through 5.9 as applied to such

Related Purchaser; provided, that no such designation pursuant to this Section 2.6(a) shall relieve such Commitment Party from its obligations under this Agreement.

(b) Commitment Parties shall not be entitled to Transfer all or any portion of their Backstop Commitments except as expressly provided in this Section 2.6(b) or Section 2.6(c). Each Commitment Party shall have the right to Transfer all or any portion of its Backstop Commitment to (i) an Affiliated Fund of the transferring Commitment Party or (ii) one or more special purpose vehicles that are wholly owned by one or more of such Commitment Parties and its Affiliated Funds, created for the purpose of holding such Backstop Commitment or holding debt or equity of the Debtors, provided, that such Commitment Party either (A) shall have provided an adequate equity support letter or a guarantee of such special purpose vehicle's Backstop Commitment, in form and substance reasonably acceptable to the Company or (B) shall remain fully obligated to fund such Backstop Commitment; provided, further that such special purpose vehicle shall not be related to or Affiliated with any portfolio company of such Commitment Party or any of its Affiliates or Affiliated Funds (other than solely by virtue of its affiliation with such Commitment Party) and the equity of such special purpose vehicle shall not be directly or indirectly transferable other than to such Persons described in clauses (i) or (ii) of this Section 2.6(b), and in such manner as such Commitment Party's Backstop Commitment is transferable pursuant to this Section 2.6(b) (each of the Persons referred to in clauses (i) and (ii), an "**Ultimate Purchaser**"). In each case of a Commitment Party's Transfer of all or any portion of its Backstop Commitment pursuant to this Section 2.6(b), (1) the Ultimate Purchaser shall have provided a written agreement to the Company under which it (x) confirms the accuracy of the representations set forth in Article V as applied to such Ultimate Purchaser, (y) agrees to purchase such portion of such Commitment Party's Backstop Commitment and (z) agrees to be fully bound by, and subject to, this Agreement as a Commitment Party hereto, and (2) the transferring Commitment Party and the Ultimate Purchaser shall have duly executed and delivered to the Company, Milbank and/or O'Melveny, as applicable (at the addresses set forth in Section 10.1) written notice of such Transfer; provided, however, that no such Transfer shall relieve the transferring Commitment Party from any of its obligations under this Agreement. Other than as set forth in this Section 2.6(b) and Section 2.6(c), no Commitment Party shall be permitted to Transfer all or any portion of its Backstop Commitment without the prior written consent of the Company, which shall not be unreasonably withheld, conditioned or delayed.

(c) In addition to Transfers pursuant to Section 2.6(b), each Commitment Party shall have the right to Transfer, directly or indirectly, all or any portion of its Backstop Commitment to any other Person; provided, that such transferee and the transferring Commitment Party shall have duly executed and delivered to the Company written notice of such Transfer in substantially the form attached as Exhibit C hereto, and the Company shall have delivered countersigned copies of such notice to such transferee and the transferring Commitment Party and to Milbank and/or O'Melveny (at the addresses set forth in Section 10.1), and (i) with respect any Transfer of a Backstop Commitment to a single transferee, the amount of such Backstop Commitment is no less than (a) 0.2%, as compared to the aggregate Backstop Commitment of all Commitment Parties (the "**Aggregate Backstop Commitment Percentage**"), or (b) all of the Backstop Commitment of such Commitment Party or the Backstop Commitment of any fund or account on behalf of which such Commitment Party is acting (if such Commitment Party, fund or account holds a Backstop Commitment representing less than 0.2% of the Aggregate Backstop Commitment Percentage of all Commitment Parties)

and (ii) with respect to any transferee that is not a Commitment Party, such transferee agrees, (x) pursuant to an agreement in substantially the form attached as Exhibit D hereto or otherwise in form and substance reasonably acceptable to the Company (a "**Joinder Agreement**"), to be bound by the obligations of such Commitment Party under this Agreement and (y) pursuant to an agreement in substantially the form attached as Exhibit E hereto, to be bound by the obligations under the Restructuring Support Agreement with respect to all Notes held by such transferee after giving effect to such Transfer, and provided, further, that (except with respect to a Transfer to an Initial Commitment Party) the Company, acting in good faith, shall have determined, in its reasonable discretion, after due inquiry and investigation, that such transferee is reasonably capable of fulfilling such obligations, or, absent such a determination, the proposed transferee shall have deposited with an agent of the Company or into an escrow account under arrangements satisfactory to the Company funds sufficient, in the reasonable determination of the Company, to satisfy such proposed transferee's Backstop Commitment. Upon compliance with this Section 2.6(c), the transferring Commitment Party shall be deemed to relinquish its rights (and be released from its obligations, except for any claim for breach of this Agreement that occurs prior to such Transfer) under this Agreement to the extent of such transferred rights and obligations, and the transferee shall become an Additional Commitment Party and be fully bound as a Commitment Party hereunder for all purposes of this Agreement. Any Transfer made in violation of this Section 2.6(c) shall be deemed null and void ab initio and of no force or effect, regardless of any prior notice provided to the Parties or any Commitment Party, and shall not create any obligation or liability of any Debtor or any other Commitment Party to the purported transferee. Upon the effectiveness of any Transfer of a Backstop Commitment pursuant to this Section 2.6(c), the Company shall update Schedule 1A or Schedule 1B, as applicable, to reflect such Transfer, and such updates shall not constitute an amendment to this Agreement or otherwise be subject to any provision of this Agreement that applies to amendments of this Agreement.

(d) Each Commitment Party, severally and not jointly, agrees that it will not Transfer, at any time prior to the Closing Date or the earlier termination of this Agreement in accordance with its terms, any of its rights and obligations under this Agreement to any Person other than in accordance with 2.6(a), 2.6(b) or Section 2.6(c), as applicable. After the Closing Date, nothing in this Agreement shall limit or restrict in any way the ability of any Commitment Party (or any permitted transferee thereof) to Transfer any of the Common Shares or any interest therein; provided, that any such Transfer shall be made pursuant to an effective registration statement under the Securities Act or an exemption from the registration requirements thereunder and pursuant to applicable securities Laws. For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, nothing contained in this Agreement shall prohibit or restrict the ability of any Commitment Party to Transfer its Notes at any time to any Person; provided, however, any Transfer of Notes by a Commitment Party shall be in accordance with the terms of the Restructuring Support Agreement.

ARTICLE III

BACKSTOP COMMITMENT PREMIUM AND EXPENSE REIMBURSEMENT

Section 3.1 Premium Payable by the Company. Subject to Section 3.2, in consideration for the Backstop Commitment and the other agreements of the Commitment

Parties in this Agreement, the Debtors shall pay or cause to be paid a nonrefundable aggregate premium in the following amounts: (a) $12,760,176, which represents 4.0% of the Unsecured Rights Offering Amount, payable in accordance with Section 3.2, to the Unsecured Commitment Parties (including any Unsecured Replacing Commitment Party, but excluding any Defaulting Commitment Party) or their designees based upon their respective Unsecured Backstop Commitment Percentages at the time such payment is made (the "**Unsecured Commitment Premium**") and (b) $8,439,824, which represents 4.0% of the Secured Rights Offering Amount, payable in accordance with Section 3.2, to the Secured Commitment Parties (including any Secured Replacing Commitment Party, but excluding any Defaulting Commitment Party) or their designees based upon their respective Secured Backstop Commitment Percentages at the time such payment is made (the "**Secured Commitment Premium**" and, together with the Unsecured Commitment Premium, the "**Commitment Premium**").

The provisions for the payment of the Commitment Premium and Expense Reimbursement, and the indemnification provided herein, are an integral part of the transactions contemplated by this Agreement and without these provisions the Commitment Parties would not have entered into this Agreement.

Section 3.2 Payment of Commitment Premium. The Commitment Premium shall be fully earned, nonrefundable and non-avoidable upon entry of the BCA Approval Order, and shall be paid by the Debtors, free and clear of any withholding or deduction for any applicable Taxes, on the Effective Date or, if the Commitment Premium becomes payable pursuant to Section 9.4(b), within the time specified therein. For the avoidance of doubt, the Commitment Premium will be payable as provided herein, irrespective of the amount of Unsubscribed Shares (if any) actually purchased. The Company (or the Reorganized Company, in the case of an issuance of Common Shares pursuant to this Section 3.2) shall satisfy its obligation to pay the Commitment Premium by delivering to each:

(a) Unsecured Commitment Party (including any Unsecured Replacing Commitment Party, but excluding any Defaulting Commitment Party) or its designee, at or prior to the applicable payment deadline, its ratable share of the following, in each case based on the Unsecured Commitment Parties' respective Unsecured Backstop Commitment Percentages on the date of such payment: (i) if the Unsecured Commitment Premium is payable as a result of the Closing, (A) $9,570,132 in cash, by wire transfer of immediately available funds in U.S. dollars to the account specified in writing by such Unsecured Commitment Party to the Company and (B) a number of additional Common Shares (rounding down to the nearest whole share solely to avoid fractional shares) equal to the quotient of $3,190,044 divided by the Per Share Discounted Purchase Price, to the address specified in writing by such Unsecured Commitment Party to the Company or (ii) if the Unsecured Commitment Premium is payable pursuant to Section 9.4(b), $12,760,176 in cash, by wire transfer of immediately available funds in U.S. dollars to the account specified in writing by such Unsecured Commitment Party to the Company; provided that the aggregate Unsecured Commitment Premium payable pursuant to this Section 3.2(a) shall be reduced ratably (including corresponding reductions in the Unsecured Cash Component and the Unsecured Equity Component) upon an Unsecured Commitment Party Default based on the Unsecured Backstop Commitment Percentage of the Defaulting Commitment Party; provided, further, that if an Unsecured Commitment Party Replacement sufficient to cure all or a portion of the Unsecured Commitment Party Default occurs within the Unsecured Commitment

Party Replacement Period, the Unsecured Commitment Premium shall only be ratably reduced to the extent of the uncured Unsecured Commitment Party Default, and such amount that would have otherwise been reduced shall be paid to the Unsecured Replacing Commitment Parties; and

(b) Secured Commitment Party (including any Secured Replacing Commitment Party, but excluding any Defaulting Commitment Party) or its designee, at or prior to the applicable payment deadline, its ratable share of the following, in each case based on the Secured Commitment Parties' respective Secured Backstop Commitment Percentages on the date of such payment: (i) if the Secured Commitment Premium is payable as a result of the Closing, (A) $6,329,868 in cash, by wire transfer of immediately available funds in U.S. dollars to the account specified in writing by such Secured Commitment Party to the Company and (B) a number of additional Common Shares (rounding down to the nearest whole share solely to avoid fractional shares) equal to the quotient of $2,109,956 divided by the Per Share Discounted Purchase Price, to the address specified in writing by such Secured Commitment Party to the Company or (ii) if the Secured Commitment Premium is payable pursuant to Section 9.4(b), $8,439,824 in cash, by wire transfer of immediately available funds in U.S. dollars to the account specified in writing by such Secured Commitment Party to the Company; provided that the aggregate Secured Commitment Premium payable pursuant to this Section 3.2(b) shall be reduced ratably (including corresponding reductions in the Secured Cash Component and the Secured Equity Component) upon a Secured Commitment Party Default based on the Secured Backstop Commitment Percentage of the Defaulting Commitment Party; provided, further, that if a Secured Commitment Party Replacement sufficient to cure all or a portion of the Secured Commitment Party Default occurs within the Secured Commitment Party Replacement Period, the Secured Commitment Premium shall only be ratably reduced to the extent of the uncured Secured Commitment Party Default, and such amount that would have otherwise been reduced shall be paid to the Secured Replacing Commitment Parties.

Section 3.3 Expense Reimbursement.

(a) In accordance with and subject to the BCA Approval Order, the Debtors agree to pay, in accordance with Section 3.3(b) below, all reasonably incurred and documented out-of-pocket fees and expenses of all of the attorneys, accountants, other professionals, advisors, and consultants incurred on behalf of the Ad Hoc Groups, whether incurred directly by the relevant Noteholders or on behalf of the Noteholders through the Indenture Trustees (other than the Berry Unsecured Notes Trustee), including, (i) in respect of the Ad Hoc Group of Unsecured Noteholders, the fees and expenses of Milbank and PJT Partners, Inc. and (ii) in respect of the Ad Hoc Group of Secured Noteholders, the fees and expenses of O'Melveny, Porter Hedges LLP, Intrepid Financial Partners, L.L.C., and W.D. Von Gonten & Co. (such payment obligations, the "**Expense Reimbursement**"). The Expense Reimbursement shall, pursuant to the BCA Approval Order, constitute allowed administrative expenses against each of the Debtors' estates under sections 503(b) and 507 of the Bankruptcy Code.

(b) The Expense Reimbursement described in Section 3.3(a)(i) shall be paid in accordance with the Restructuring Support Agreement. The Expense Reimbursement accrued through the date on which the BCA Approval Order is entered shall be paid in accordance with the BCA Approval Order upon its entry by the Bankruptcy Court and as promptly as reasonably practicable after the date of the entry of the BCA Approval Order. The Expense Reimbursement

shall thereafter be payable on a monthly basis by the Debtors in accordance with the BCA Approval Order; provided, that the Debtors shall not owe Expense Reimbursements from and after the Closing or termination of this Agreement pursuant to Article IX (for the avoidance of doubt, this proviso shall not apply to any termination pursuant to an "Individual Termination Event" as defined in the Restructuring Support Agreement), and the final payment thereof (for periods preceding the Closing or termination, as applicable) shall be made contemporaneously with the Closing or as promptly as reasonably practicable after termination. The Commitment Parties shall promptly provide summary copies of all invoices (redacted as necessary to protect privileges) to the Debtors and to the United States Trustee. Unless otherwise ordered by the Bankruptcy Court, no recipient of any payment hereunder shall be required to file with respect thereto any interim or final fee application with the Bankruptcy Court.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except (i) as set forth in the corresponding section of the Company Disclosure Schedules or (ii) as disclosed in the Company SEC Documents filed with the SEC on or after December 31, 2015 and publicly available on the SEC's Electronic Data-Gathering, Analysis and Retrieval system prior to the date hereof (excluding the exhibits, annexes and schedules thereto, any disclosures contained in the "Forward-Looking Statements" or "Risk Factors" sections thereof, or any other statements that are similarly predictive, cautionary or forward looking in nature), the Company, on behalf of itself and each of the other Debtors, jointly and severally, hereby represents and warrants to the Commitment Parties (unless otherwise set forth herein, as of the date of this Agreement and as of the Closing Date) as set forth below.

Section 4.1 Organization and Qualification. Each of the Debtors (a) is a duly organized and validly existing corporation, limited liability company or limited partnership, as the case may be, and, if applicable, in good standing (or the equivalent thereof) under the Laws of the jurisdiction of its incorporation or organization, (b) has the corporate or other applicable power and authority to own its property and assets and to transact the business in which it is currently engaged and presently proposes to engage and (c) except where the failure to have such authority or qualification would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, is duly qualified and is authorized to do business and is in good standing in each jurisdiction where the conduct of its business as currently conducted requires such qualifications.

Section 4.2 Corporate Power and Authority.

(a) The Company has the requisite corporate power and authority (i) (A) subject to entry of the BCA Approval Order and the Confirmation Order, to enter into, execute and deliver this Agreement and to perform the BCA Approval Obligations and (B) subject to entry of the BCA Approval Order and the Confirmation Order, to perform each of its other obligations hereunder and (ii) subject to entry of the BCA Approval Order, the Plan Solicitation Order, and the Confirmation Order, to consummate the transactions contemplated herein and in the Plan, to enter into, execute and deliver all agreements to which it will be a party as contemplated by this Agreement and the Plan (this Agreement, the Plan, the Disclosure

Statement, the Restructuring Support Agreement, the Exit Facility, and such other agreements and any Plan supplements or documents referred to herein or therein or hereunder or thereunder, collectively, the "**Transaction Agreements**") and to perform its obligations under each of the Transaction Agreements (other than this Agreement). Subject to the receipt of the foregoing Orders, as applicable, the execution and delivery of this Agreement and each of the other Transaction Agreements and the consummation of the transactions contemplated hereby and thereby have been or will be duly authorized by all requisite corporate action on behalf of the Company, and no other corporate proceedings on the part of the Company are or will be necessary to authorize this Agreement or any of the other Transaction Agreements or to consummate the transactions contemplated hereby or thereby.

(b) Subject to entry of the BCA Approval Order, the Plan Solicitation Order, and the Confirmation Order, each of the other Debtors has the requisite power and authority (corporate or otherwise) to enter into, execute and deliver each Transaction Agreement to which such other Debtor is a party and to perform its obligations thereunder. Subject to entry of the BCA Approval Order, the Plan Solicitation Order, and the Confirmation Order, the execution and delivery of this Agreement and each of the other Transaction Agreements and the consummation of the transactions contemplated hereby and thereby have been or will be duly authorized by all requisite action (corporate or otherwise) on behalf of each other Debtor party thereto, and no other proceedings on the part of any other Debtor party thereto are or will be necessary to authorize this Agreement or any of the other Transaction Agreements or to consummate the transactions contemplated hereby or thereby.

(c) Notwithstanding the foregoing, the Company makes no express or implied representations or warranties, on behalf of itself or the other Debtors, with respect to actions (including in the foregoing) to be undertaken by the Reorganized Company, which such actions shall be governed by with the Plan.

Section 4.3 Execution and Delivery; Enforceability. Subject to entry of the BCA Approval Order, this Agreement will have been, and subject to the entry of the BCA Approval Order, the Plan Solicitation Order, and the Confirmation Order, each other Transaction Agreement will be, duly executed and delivered by the Company and each of the other Debtors party thereto. Upon entry of the BCA Approval Order and assuming due and valid execution and delivery hereof by the Commitment Parties, the BCA Approval Obligations will constitute the valid and legally binding obligations of the Company and, to the extent applicable, the other Debtors, enforceable against the Company and, to the extent applicable, the other Debtors in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar Laws now or hereafter in effect relating to creditor's rights generally and subject to general principles of equity. Upon entry of the BCA Approval Order and assuming due and valid execution and delivery of this Agreement and the other Transaction Agreements by the Commitment Parties and, to the extent applicable, any other parties hereof and thereof, each of the obligations of the Company and, to the extent applicable, the other Debtors hereunder and thereunder will constitute the valid and legally binding obligations of the Company and, to the extent applicable, the other Debtors, enforceable against the Company and, to the extent applicable, the other Debtors, in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar Laws now or hereafter in effect relating to creditor's rights generally and subject to general principles of equity.

Section 4.4 Authorized and Issued Equity Interests. Except as set forth in this Agreement, as of the Closing Date, none of the Debtors will be party to or otherwise bound by or subject to any outstanding option, warrant, call, right, security, commitment, Contract, arrangement or undertaking (including any preemptive right) that (i) obligates any of the Debtors to issue, deliver, sell or transfer, or repurchase, redeem or otherwise acquire, or cause to be issued, delivered, sold or transferred, or repurchased, redeemed or otherwise acquired, any units or shares of capital stock of, or other equity or voting interests in, any of the Debtors or any security convertible or exercisable for or exchangeable into any units or shares of capital stock of, or other equity or voting interests in, any of the Debtors, (ii) obligates any of the Debtors to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, Contract, arrangement or undertaking, (iii) restricts the Transfer of any units or shares of capital stock of, or other equity interests in, any of the Debtors or (iv) relates to the voting of any units or other equity interests in any of the Debtors.

Section 4.5 No Conflict. Assuming the consents described in clauses (a) through (g) of Section 4.66 are obtained, the execution and delivery by the Company and, if applicable, any other Debtor, of this Agreement, the Plan and the other Transaction Agreements, the compliance by the Company and, if applicable, any other Debtor, with the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein will not (a) conflict with, or result in a breach, modification or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, except to the extent specified in the Plan, in the acceleration of, or the creation of any Lien under, or cause any payment or consent to be required under any Contract to which any Debtor will be bound as of the Closing Date after giving effect to the Plan or to which any of the property or assets of any Debtor will be subject as of the Closing Date after giving effect to the Plan, (b) result in any violation of the provisions of any of the Debtors' organizational documents (other than, for the avoidance of doubt, a breach or default that would be triggered as a result of the Chapter 11 Cases or the Company's or any Debtor's undertaking to implement the Restructuring Transactions through the Chapter 11 Cases), or (c) result in any violation of any Law or Order applicable to any Debtor or any of their properties, except in each of the cases described in clause (a) or (c) for any conflict, breach, modification, violation, default, acceleration or Lien which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.6 Consents and Approvals. No consent, approval, authorization, Order, registration or qualification of or with any Governmental Entity having jurisdiction over any of the Debtors or any of their properties (each, an "**Applicable Consent**") is required for the execution and delivery by the Company and, to the extent relevant, the other Debtors, of this Agreement, the Plan and the other Transaction Agreements, the compliance by the Company and, to the extent relevant, the other Debtors, with the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein, except for (a) the entry of the BCA Approval Order authorizing the Company to assume this Agreement and perform the BCA Approval Obligations, (b) entry of the Plan Solicitation Order, (c) entry by the Bankruptcy Court, or any other court of competent jurisdiction, of Orders as may be necessary in the Chapter 11 Cases from time-to-time; (d) the entry of the Confirmation Order, (e) filings, notifications, authorizations, approvals, consents, clearances or termination or expiration of all applicable waiting periods under any Antitrust Laws in connection with the

transactions contemplated by this Agreement, (f) such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or "Blue Sky" Laws in connection with the purchase of the Unsubscribed Shares by the Commitment Parties, the issuance of the Subscription Rights, the issuance of the Rights Offering Shares pursuant to the exercise of the Subscription Rights, the issuance of Common Shares as payment of the Commitment Premium, and (g) any Applicable Consents that, if not made or obtained, would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.7 Company SEC Documents and Disclosure Statement. Since December 31, 2015, the Company has filed all required Company SEC Documents with the SEC. No Company SEC Document that has been filed prior to the date this representation has been made, after giving effect to any amendments or supplements thereto and to any subsequently filed Company SEC Documents, in each case filed prior to the date this representation is made, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Disclosure Statement as approved by the Bankruptcy Court will contain "adequate information," as such term in defined in section 1125 of the Bankruptcy Code, and will otherwise comply in all material respects with section 1125 of the Bankruptcy Code.

Section 4.8 Absence of Certain Changes. Since December 31, 2015 to the date of this Agreement, no Event has occurred or exists that constitutes, individually or in the aggregate, a Material Adverse Effect.

Section 4.9 No Violation; Compliance with Laws. (i) The Company is not in violation of its certificate of formation or limited liability company operating agreement, and (ii) no other Debtor is in violation of its respective charter or bylaws, certificate of formation or limited liability company operating agreement or similar organizational document in any material respect. None of the Debtors is or has been at any time since January 1, 2014 in violation of any Law or Order, except for any such violations that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.10 Legal Proceedings. Other than the Chapter 11 Cases and any adversary proceedings or contested motions commenced in connection therewith, there are no material legal, governmental, administrative, judicial or regulatory investigations, audits, actions, suits, claims, arbitrations, demands, demand letters, claims, notices of noncompliance or violations, or proceedings ("**Legal Proceedings**") pending or, to the Knowledge of the Company, threatened to which any of the Debtors is a party or to which any property of any of the Debtors is the subject, in each case that in any manner draws into question the validity or enforceability of this Agreement, the Plan or the other Transaction Agreements or that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.11 Labor Relations. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (a) there are no strikes or other labor disputes pending or threatened against any of the Debtors; (b) the hours worked and payments made to employees of any of the Debtors have not been in violation of the Fair Labor Standards Act or any other applicable Law dealing with such matters; and (c) all

payments due from any of the Debtors or for which any claim may be made against any of the Debtors on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of any of the Debtors to the extent required by GAAP. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the consummation of the transactions contemplated by the Transaction Agreements will not give rise to a right of termination or right of renegotiation on the part of any union under any material collective bargaining agreement to which any of the Debtors (or any predecessor) is a party or by which any of the Debtors (or any predecessor) is bound.

Section 4.12 Intellectual Property. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) each of the Debtors owns, or possesses the right to use, all of the patents, patent rights, trademarks, service marks, trade names, copyrights, mask works, domain names, and any and all applications or registrations for any of the foregoing (collectively, "**Intellectual Property Rights**") that are reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other Person, (b) to the Knowledge of the Company, none of the Debtors nor any Intellectual Property Right, proprietary right, product, process, method, substance, part, or other material now employed, sold or offered by or contemplated to be employed, sold or offered by such Person, is interfering with, infringing upon, misappropriating or otherwise violating any valid Intellectual Property Rights of any Person, and (c) no claim or litigation regarding any of the foregoing is pending or, to the Knowledge of the Company, threatened.

Section 4.13 Title to Real and Personal Property.

(a) Real Property. Each of the Debtors has good and defensible title to its respective Real Properties, in each case, except for Permitted Liens and except for defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties and assets for their intended purposes, and except where the failure (or failures) to have such title would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; provided, however, the enforceability of such leased Real Properties may be limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditor's rights generally or general principles of equity, including the Chapter 11 Cases. To the Knowledge of the Company, all such properties and assets are free and clear of Liens, except for Permitted Liens and except for such Liens as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Leased Real Property. Each of the Debtors is in compliance with all obligations under all leases to which it is a party that have not been rejected in the Chapter 11 Cases, except where the failure to comply would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and none of the Debtors has received written notice of any good faith claim asserting that such leases are not in full force and effect, except leases in respect of which the failure to be in full force and effect would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Each of the Debtors enjoys peaceful and undisturbed possession under all such leases, other than leases in respect of which the failure to enjoy peaceful and undisturbed possession would not reasonably

be expected to materially interfere with its ability to conduct its business as currently conducted or have, individually or in the aggregate, a Material Adverse Effect.

(c) Personal Property. Each of the Debtors owns or possesses the right to use all Intellectual Property Rights and all licenses and rights with respect to any of the foregoing used in the conduct of their businesses, without any conflict (of which any of the Debtors has been notified in writing) with the rights of others, and free from any burdensome restrictions on the present conduct of the Debtors, as the case may be, except where such conflicts and restrictions would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.14 No Undisclosed Relationships. Other than Contracts or other direct or indirect relationships between or among any of the Debtors, there are no Contracts or other direct or indirect relationships existing as of the date hereof between or among any of the Debtors, on the one hand, and any director, officer or greater than five percent (5%) stockholder of any of the Debtors, on the other hand, that is required by the Exchange Act to be described in the Company's filings with the SEC and that is not so described, except for the transactions contemplated by this Agreement. Any Contract existing as of the date hereof between or among any of the Debtors, on the one hand, and any director, officer or greater than five percent (5%) stockholder of any of the Debtors, on the other hand, that is required by the Exchange Act to be described in the Company's filings with the SEC is filed as an exhibit to, or incorporated by reference as indicated in, the Annual Report on Form 10-K for the year ended December 31, 2015 that the Company filed on March 15, 2016, as amended on April 20, 2016, or any other Company SEC Document filed between March 15, 2016 and the date hereof.

Section 4.15 Licenses and Permits. The Debtors possess all licenses, certificates, permits and other authorizations issued by, have made all declarations and filings with and have maintained all financial assurances required by, the appropriate Governmental Entities that are necessary for the ownership or lease of their respective properties and the conduct of the business, except where the failure to possess, make or give the same would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. None of the Debtors (i) has received notice of any revocation or modification of any such license, certificate, permit or authorization or (ii) has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course, except to the extent that any of the foregoing would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.16 Environmental. Except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (a) no written notice, claim, demand, request for information, Order, complaint or penalty has been received by any of the Debtors, and there are no Legal Proceedings pending or, to the Knowledge of the Company, threatened which allege a violation of or liability under any Environmental Laws, in each case relating to any of the Debtors, (b) each Debtor has received (including timely application for renewal of the same), and maintained in full force and effect, all environmental permits, licenses and other approvals, and has maintained all financial assurances, in each case to the extent necessary for its operations to comply with all applicable Environmental Laws and is, and since January 1, 2014, has been, in compliance with the terms of

such permits, licenses and other approvals and with all applicable Environmental Laws, (c) to the Knowledge of the Company, no Hazardous Material is located at, on or under any property currently or formerly owned, operated or leased by any of the Debtors that would reasonably be expected to give rise to any cost, liability or obligation of any of the Debtors under any Environmental Laws other than future costs, liabilities and obligations associated with remediation at the end of the productive life of a well, facility or pipeline that has produced, stored or transported hydrocarbons, (d) no Hazardous Material has been Released, generated, owned, treated, stored or handled by any of the Debtors, and no Hazardous Material has been transported to or Released at any location in a manner that would reasonably be expected to give rise to any cost, liability or obligation of any of the Debtors under any Environmental Laws other than future costs, liabilities and obligations associated with remediation at the end of the productive life of a well, facility or pipeline that has produced, stored or transported hydrocarbons, and (e) there are no agreements in which any of the Debtors has expressly assumed responsibility for any known obligation of any other Person arising under or relating to Environmental Laws that remains unresolved other than future costs, liabilities and obligations associated with remediation at the end of the productive life of a well, facility or pipeline that has produced, stored or transported hydrocarbons, which has not been made available to the Commitment Parties prior to the date hereof. Notwithstanding the generality of any other representations and warranties in this Agreement, the representations and warranties in this Section 4.16 constitute the sole and exclusive representations and warranties in this Agreement with respect to any environmental, health or safety matters, including any arising under or relating to Environmental Laws or Hazardous Materials.

Section 4.17 Tax Returns.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) each of the Debtors has filed or caused to be filed all U.S. federal, state, provincial, local and non-U.S. Tax returns required to have been filed by it and (ii) taken as a whole, each such Tax return is true and correct;

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each of the Debtors has timely paid or caused to be timely paid all Taxes shown to be due and payable by it on the returns referred to in clause (a) and all other Taxes or assessments (or made adequate provision (in accordance with GAAP) for the payment of all Taxes due) with respect to all periods or portions thereof ending on or before the date hereof (except Taxes or assessments that are being contested in good faith by appropriate proceedings and for which the Debtors (as the case may be) has set aside on its books adequate reserves in accordance with GAAP or with respect to the Debtors only, except to the extent the non-payment thereof is permitted by the Bankruptcy Code), which Taxes, if not paid or adequately provided for, would reasonably be expected to be material to the Debtors taken as a whole; and

(c) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, as of the date hereof, with respect to the Debtors, other than in connection with the Chapter 11 Cases and other than Taxes or assessments that are being contested in good faith and are not expected to result in significant negative adjustments that would be material to the Debtors taken as a whole, (i) no claims have been asserted in writing

with respect to any Taxes, (ii) no presently effective waivers or extensions of statutes of limitation with respect to Taxes have been given or requested and (iii) no Tax returns are being examined by, and no written notification of intention to examine has been received from, the IRS or any other Governmental Entity.

Section 4.18 Employee Benefit Plans.

(a) Except for the filing and pendency of the Chapter 11 Cases or otherwise as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (i) each Company Plan and each Multiemployer Plan is in compliance with the applicable provisions of ERISA and the Code; (ii) no Reportable Event has occurred during the past six years (or is reasonably likely to occur); (iii) no Company Plan has any Unfunded Pension Liability in excess of $2,000,000 with respect to any single Company Plan and in excess of $3,000,000 with respect to all Company Plans in the aggregate; (iv) no ERISA Event has occurred or is reasonably expected to occur; (v) none of the Debtors has engaged in a "prohibited transaction" (as defined in Section 406 of ERISA and Section 4975 of the Code) in connection with any employee pension benefit plan (as defined in Section 3(2) of ERISA) that would subject any of the Debtors to Tax; (vi) no employee welfare plan (as defined in Section 3(1) of ERISA) maintained or contributed to by any of the Debtors provides benefits to retired employees or other former employees (other than as required by Section 601 of ERISA); and (vii) none of the Debtors or any ERISA Affiliate has incurred or is reasonably expected to incur any Withdrawal Liability.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, none of the Debtors has established, sponsored or maintained, or has any liability with respect to, any employee pension benefit plan or other employee benefit plan, program, policy, agreement or arrangement governed by or subject to the Laws of a jurisdiction other than the United States of America.

(c) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, there are no pending, or to the Knowledge of the Company, threatened claims, sanctions, actions or lawsuits, asserted or instituted against any Company Plan or any Person as fiduciary or sponsor of any Company Plan, in each case other than claims for benefits in the normal course.

(d) Within the last six years, no Company Plan has been terminated, whether or not in a "standard termination" as that term is used in Section 4041(b)(1) of ERISA, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect nor has any Company Plan with Unfunded Pension Liabilities been transferred outside of the "controlled group" (within the meaning of Section 4001(a)(14) of ERISA).

(e) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, all compensation and benefit arrangements of the Debtors comply and have complied in both form and operation with their terms and all applicable Laws and legal requirements, and none of the Debtors, has any obligation to provide any individual with a "gross up" or similar payment in respect of any Taxes that may become payable under Section 409A or 4999 of the Code.

(f) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, all liabilities (including all employer contributions and payments required to have been made by any of the Debtors) under or with respect to any compensation or benefit arrangement of any of the Debtors have been properly accounted for in the Company's financial statements in accordance with GAAP.

(g) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) each of the Debtors has complied and is currently in compliance with all Laws and legal requirements in respect of personnel, employment and employment practices; (ii) all service providers of each of the Debtors are correctly classified as employees, independent contractors, or otherwise for all purposes (including any applicable tax and employment policies or law); and (iii) the Debtors have not and are not engaged in any unfair labor practice.

Section 4.19 Internal Control Over Financial Reporting. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company has established and maintains a system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) promulgated under the Exchange Act) that complies with the requirements of the Exchange Act and has been designed to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and to the Knowledge of the Company, there are no weaknesses in the Company's internal control over financial reporting as of the date hereof.

Section 4.20 Disclosure Controls and Procedures. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company maintains disclosure controls and procedures (within the meaning of Rules 13a-15(e) and 15d-15(e) promulgated under the Exchange Act) designed to ensure that information required to be disclosed by the Company in the reports that it files and submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, including that information required to be disclosed by the Company in the reports that it files and submits under the Exchange Act is accumulated and communicated to management of the Company as appropriate to allow timely decisions regarding required disclosure.

Section 4.21 Material Contracts. Other than as a result of a rejection motion filed by any of the Debtors in the Chapter 11 Cases, all Material Contracts are valid, binding and enforceable by and against the Debtor party thereto and, to the Knowledge of the Company, each other party thereto (except where the failure to be valid, binding or enforceable does not constitute a Material Adverse Effect), and no written notice to terminate, in whole or part, any Material Contract has been delivered to any of the Debtors (except where such termination would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect). Other than as a result of the filing of the Chapter 11 Cases, none of the Debtors nor, to the Knowledge of the Company, any other party to any Material Contract, is in material default or breach under the terms thereof, in each case, except for such instances of material default or breach that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

believes that the insurance maintained by or on behalf of the Debtors is adequate in all respects; and (iv) as of the date hereof, to the Knowledge of the Company, none of the Debtors has received notice from any insurer or agent of such insurer with respect to any insurance policies of the Debtors of cancellation or termination of such policies, other than such notices which are received in the ordinary course of business or for policies that have expired in accordance with their terms.

Section 4.28 Alternative Transactions. As of the date hereof, the Company is not pursuing, or in discussions or negotiations regarding, any solicitation, offer, or proposal from any Person concerning any actual or proposed Alternative Transaction and, as applicable, has terminated any existing discussions or negotiations regarding any actual or proposed Alternative Transaction.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE COMMITMENT PARTIES

Each Commitment Party, severally and not jointly, represents and warrants as to itself only (unless otherwise set forth herein, as of the date of this Agreement and as of the Closing Date) as set forth below.

Section 5.1 Organization. Such Commitment Party is a legal entity duly organized, validly existing and, if applicable, in good standing (or the equivalent thereof) under the Laws of its jurisdiction of incorporation or organization.

Section 5.2 Organizational Power and Authority. Such Commitment Party has the requisite power and authority (corporate or otherwise) to enter into, execute and deliver this Agreement and each other Transaction Agreement to which such Commitment Party is a party and to perform its obligations hereunder and thereunder and has taken all necessary action (corporate or otherwise) required for the due authorization, execution, delivery and performance by it of this Agreement and the other Transaction Agreements.

Section 5.3 Execution and Delivery. This Agreement and each other Transaction Agreement to which such Commitment Party is a party (a) has been, or prior to its execution and delivery will be, duly and validly executed and delivered by such Commitment Party and (b) upon entry of the BCA Approval Order and assuming due and valid execution and delivery hereof and thereof by the Company and the other Debtors (as applicable), will constitute valid and legally binding obligations of such Commitment Party, enforceable against such Commitment Party in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other similar Laws limiting creditors' rights generally or by equitable principles relating to enforceability.

Section 5.4 No Conflict. Assuming that the consents referred to in clauses (a) and (b) of Section 5.5 are obtained, the execution and delivery by such Commitment Party of this Agreement and each other Transaction Agreement to which such Commitment Party is a party, the compliance by such Commitment Party with all of the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein (a) will not

Section 4.22 No Unlawful Payments. Since January 1, 2014, none of the Debtors nor, to the Knowledge of the Company, any of their respective directors, officers or employees has in any material respect: (a) used any funds of any of the Debtors for any unlawful contribution, gift, entertainment or other unlawful expense, in each case relating to political activity; (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (c) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977; or (d) made any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment.

Section 4.23 Compliance with Money Laundering Laws. The operations of the Debtors are and, since January 1, 2014 have been at all times, conducted in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, the money laundering statutes of all jurisdictions in which the Debtors operate (and the rules and regulations promulgated thereunder) and any related or similar Laws (collectively, the "**Money Laundering Laws**") and no material Legal Proceeding by or before any Governmental Entity or any arbitrator involving any of the Debtors with respect to Money Laundering Laws is pending or, to the Knowledge of the Company, threatened.

Section 4.24 Compliance with Sanctions Laws. None of the Debtors nor, to the Knowledge of the Company, any of their respective directors, officers, employees or other Persons acting on their behalf with express authority to so act is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department. The Company will not directly or indirectly use the proceeds of the Rights Offerings, or lend, contribute or otherwise make available such proceeds to any other Debtor, joint venture partner or other Person, for the purpose of financing the activities of any Person that, to the Knowledge of the Company, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

Section 4.25 No Broker's Fees. None of the Debtors is a party to any Contract with any Person (other than this Agreement) that would give rise to a valid claim against the Commitment Parties for a brokerage commission, finder's fee or like payment in connection with the Rights Offerings or the sale of the Unsubscribed Shares.

Section 4.26 Investment Company Act. None of the Debtors is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended (the "Investment Company Act"), and this conclusion is based on one or more bases or exclusions other than Sections 3(c)(1) and 3(c)(7) of the Investment Company Act, including that none of the Debtors comes within the basic definition of 'investment company' under section 3(a)(1) of the Investment Company Act.

Section 4.27 Insurance. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (i) the Debtors have insured their properties and assets against such risks and in such amounts as are customary for companies engaged in similar businesses and have made available to the Commitment Parties a schedule of such insurance policies in force; (ii) all premiums due and payable in respect of insurance policies maintained by the Debtors have been paid; (iii) the Company reasonably

conflict with, or result in breach, modification, termination or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time or both), or result in the acceleration of, or the creation of any Lien under, any Contract to which such Commitment Party is party or is bound or to which any of the property or assets or such Commitment Party are subject, (b) will not result in any violation of the provisions of the certificate of incorporation or bylaws (or comparable constituent documents) of such Commitment Party and (c) will not result in any material violation of any Law or Order applicable to such Commitment Party or any of its properties, except in each of the cases described in clauses (a) or (c), for any conflict, breach, modification, termination, violation, default, acceleration or Lien which would not reasonably be expected, individually or in the aggregate, to prohibit or materially and adversely impact such Commitment Party's performance of its obligations under this Agreement.

Section 5.5 Consents and Approvals. No consent, approval, authorization, Order, registration or qualification of or with any Governmental Entity having jurisdiction over such Commitment Party or any of its properties is required for the execution and delivery by such Commitment Party of this Agreement and each other Transaction Agreement to which such Commitment Party is a party, the compliance by such Commitment Party with the provisions hereof and thereof and the consummation of the transactions (including the purchase by such Commitment Party of its Backstop Commitment Percentage of the Unsubscribed Shares and its portion of the Rights Offering Shares) contemplated herein and therein, except (a) any consent, approval, authorization, Order, registration or qualification which, if not made or obtained, would not reasonably be expected, individually or in the aggregate, to prohibit or materially and adversely impact such Commitment Party's performance of its obligations under this Agreement and each other Transaction Agreement to which such Commitment Party is a party and (b) filings, notifications, authorizations, approvals, consents, clearances or termination or expiration of all applicable waiting periods under any Antitrust Laws in connection with the transactions contemplated by this Agreement.

Section 5.6 No Registration. Such Commitment Party understands that (a) the Unsubscribed Shares have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends on, among other things, the bona fide nature of the investment intent and the accuracy of such Commitment Party's representations as expressed herein or otherwise made pursuant hereto, and (b) the foregoing shares cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available.

Section 5.7 Purchasing Intent. Such Commitment Party is acquiring the Unsubscribed Shares for its own account or accounts or funds over which it holds voting discretion, not otherwise as a nominee or agent, and not otherwise with the view to, or for resale in connection with, any distribution thereof not in compliance with applicable securities Laws, and such Commitment Party has no present intention of selling, granting any other participation in, or otherwise distributing the same, except in compliance with applicable securities Laws.

Section 5.8 Sophistication; Investigation. Such Commitment Party has such knowledge and experience in financial and business matters such that it is capable of evaluating the merits and risks of its investment in the Unsubscribed Shares. Such Commitment

Party is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act or a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act. Such Commitment Party understands and is able to bear any economic risks associated with such investment (including the necessity of holding such shares for an indefinite period of time). Except for the representations and warranties expressly set forth in this Agreement or any other Transaction Agreement, such Commitment Party has independently evaluated the merits and risks of its decision to enter into this Agreement and disclaims reliance on any representations or warranties, either express or implied, by or on behalf of any of the Debtors.

Section 5.9 No Broker's Fees. Such Commitment Party is not a party to any Contract with any Person (other than the Transaction Agreements and any Contract giving rise to the Expense Reimbursement hereunder) that would give rise to a valid claim against any of the Debtors for a brokerage commission, finder's fee or like payment in connection with the Rights Offerings or the sale of the Unsubscribed Shares.

Section 5.10 Sufficient Funds. Such Commitment Party has sufficient assets and the financial capacity to perform all of its obligations under this Agreement, including the ability to fully exercise all Subscription Rights that are issued to it pursuant to the Rights Offerings and fund such Commitment Party's Backstop Commitment.

ARTICLE VI

ADDITIONAL COVENANTS

Section 6.1 Orders Generally. The Company and the Reorganized Company shall support and make commercially reasonable efforts, consistent with the Restructuring Support Agreement and the Plan, to (a) obtain the entry of the BCA Approval Order, the Plan Solicitation Order, and the Confirmation Order, and (b) cause the BCA Approval Order, the Plan Solicitation Order, and the Confirmation Order to become Final Orders (and request that such Orders become effective immediately upon entry by the Bankruptcy Court pursuant to a waiver of Rules 3020 and 6004(h) of the Bankruptcy Rules, as applicable), in each case, as soon as reasonably practicable, consistent with the Bankruptcy Code, the Bankruptcy Rules, and the Restructuring Support Agreement, following the filing of the respective motion seeking entry of such Orders. The Company shall provide to each of the Commitment Parties and its counsel copies of the proposed motions seeking entry of the BCA Approval Order, the Plan Solicitation Order, and the Confirmation Order (together with the proposed Plan Solicitation Order and the proposed BCA Approval Order), and a reasonable opportunity to review and comment on such motions and such Orders prior to such motions and such Orders being filed with the Bankruptcy Court (and in no event less than 48 hours prior to such filing), and such Orders must be in form and substance reasonably satisfactory to the Requisite Commitment Parties and the Company. Any amendments, modifications, changes, or supplements to the BCA Approval Order, Plan Solicitation Order, and Confirmation Order, and any of the motions seeking entry of such Orders, shall be in form and substance reasonably satisfactory to the Requisite Commitment Parties and the Company.

Section 6.2 Confirmation Order; Plan and Disclosure Statement. The Debtors shall use their commercially reasonable efforts to obtain entry of the Confirmation

Order. The Company shall provide to each of the Commitment Parties and its counsel a copy of the proposed Plan and the Disclosure Statement and any proposed amendment, modification, supplement or change to the Plan or the Disclosure Statement, and a reasonable opportunity to review and comment on such documents (and in no event less than 48 hours prior to filing the Plan and/or the Disclosure Statement, as applicable, with the Bankruptcy Court), and each such amendment, modification, supplement or change to the Plan or the Disclosure Statement must be in form and substance reasonably satisfactory to each of the Requisite Commitment Parties and the Company. The Company shall provide to each of the Commitment Parties and its counsel a copy of the proposed Confirmation Order (together with copies of any briefs, pleadings and motions related thereto), and a reasonable opportunity to review and comment on such Order, briefs, pleadings and motions prior to such Order, briefs, pleadings and motions being filed with the Bankruptcy Court (and in no event less than 48 hours prior to a filing of such Order, briefs, pleadings or motions with the Bankruptcy Court), and such Order, briefs, pleadings and motions must be in form and substance reasonably satisfactory to each of the Requisite Commitment Parties and the Company.

Section 6.3 Conduct of Business. Except as expressly set forth in this Agreement, the Restructuring Support Agreement, the Plan or with the prior written consent of Requisite Commitment Parties (requests for which, including related information, shall be directed to the counsel and financial advisors to the Ad Hoc Groups), during the period from the date of this Agreement to the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with its terms (the "**Pre-Closing Period**"), (a) the Company shall, and shall cause each of the other Debtors to, carry on its business in the ordinary course and use its commercially reasonable efforts to: (i) preserve intact its business, (ii) preserve its material relationships with customers, suppliers, licensors, licensees, distributors and others having material business dealings with any of the Debtors in connection with their business, and (iii) file Company SEC Documents within the time periods required under the Exchange Act, in each case in accordance with ordinary course practices, and (b) each of the Debtors shall not enter into any transaction (including any transaction with, or investment in, any of the Berry Entities) that is material to the Debtors' business other than (A) transactions in the ordinary course of business that are consistent with prior business practices of the Debtors, (B) other transactions after prior notice to the Commitment Parties to implement tax planning which transactions are not reasonably expected to materially adversely affect any Commitment Party and (C) transactions expressly contemplated by the Transaction Agreements.

For the avoidance of doubt, the following shall be deemed to occur outside of the ordinary course of business of the Debtors and shall require the prior written consent of the Requisite Commitment Parties unless the same would otherwise be permissible under the Restructuring Support Agreement, the Plan or this Agreement (including the preceding clause (B) or (C)): (1) entry into, or any amendment, modification, termination, waiver, supplement, restatement or other change to, any Material Contract or any assumption of any Material Contract in connection with the Chapter 11 Cases (other than any Material Contracts that are otherwise addressed by clause (4) below), (2) entry into, or any amendment, modification, waiver, supplement or other change to, any employment agreement to which any of the Debtors is a party or any assumption of any such employment agreement in connection with the Chapter 11 Cases, (3) any (x) termination by any of the Debtors without cause or (y) reduction in title or responsibilities, in each case, of the individuals who are as of the date of

this Agreement the Chief Executive Officer, the Chief Financial Officer or the Chief Operating Officer of Linn Energy, LLC and (4) the adoption or amendment of any management or employee incentive or equity plan by any of the Debtors except for the EIP. Following a request for consent of the Requisite Commitment Parties under this Section 6.3 by or on behalf of the Debtors, if the consent of the Requisite Commitment Parties is not obtained or declined within five (5) Business Days following the date such request is made in writing and delivered to each of the Ad Hoc Groups (which notice will be deemed delivered if given in writing to Milbank and O'Melveny), such consent shall be deemed to have been granted by the Requisite Commitment Parties. Except as otherwise provided in this Agreement, nothing in this Agreement shall give the Commitment Parties, directly or indirectly, any right to control or direct the operations of the Debtors. Prior to the Closing Date, the Debtors shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision of the business of the Debtors.

Section 6.4 Access to Information; Confidentiality.

(a) Subject to applicable Law and Section 6.4(b), upon reasonable notice during the Pre-Closing Period, the Debtors shall afford the Commitment Parties and their Representatives upon request reasonable access, during normal business hours and without unreasonable disruption or interference with the Debtors' business or operations, to the Debtors' employees, properties, books, Contracts and records and, during the Pre-Closing Period, the Debtors shall furnish promptly to such parties all reasonable information concerning the Debtors' business, properties and personnel as may reasonably be requested by any such party, provided that the foregoing shall not require the Company (i) to permit any inspection, or to disclose any information, that in the reasonable judgment of the Company, would cause any of the Debtors to violate any of their respective obligations with respect to confidentiality to a third party if the Company shall have used its commercially reasonable efforts to obtain, but failed to obtain, the consent of such third party to such inspection or disclosure, (ii) to disclose any legally privileged information of any of the Debtors or (iii) to violate any applicable Laws or Orders. All requests for information and access made in accordance with this Section 6.4 shall be directed to an executive officer of the Company or such Person as may be designated by the Company's executive officers.

(b) From and after the date hereof until the date that is one (1) year after the expiration of the Pre-Closing Period, each Commitment Party shall, and shall cause its Representatives to, (i) keep confidential and not provide or disclose to any Person any documents or information received or otherwise obtained by such Commitment Party or its Representatives pursuant to Section 6.4(a), Section 6.5 or in connection with a request for approval pursuant to Section 6.3 (except that provision or disclosure may be made to any Affiliate or Representative of such Commitment Party who needs to know such information for purposes of this Agreement or the other Transaction Agreements and who agrees to observe the terms of this Section 6.4(b) (and such Commitment Party will remain liable for any breach of such terms by any such Affiliate or Representative)), and (ii) not use such documents or information for any purpose other than in connection with this Agreement or the other Transaction Agreements or the transactions contemplated hereby or thereby. Notwithstanding the foregoing, the immediately preceding sentence shall not apply in respect of documents or information that (A) is now or subsequently becomes generally available to the public through no violation of this Section 6.4(b), (B) becomes available to a Commitment Party or its

Representatives on a non-confidential basis from a source other than any of the Debtors or any of their respective Representatives, (C) becomes available to a Commitment Party or its Representatives through document production or discovery in connection with the Chapter 11 Cases or other judicial or administrative process, but subject to any confidentiality restrictions imposed by the Chapter 11 Cases or other such process, or (D) such Commitment Party or any Representative thereof is required to disclose pursuant to judicial or administrative process or pursuant to applicable Law or applicable securities exchange rules; provided, that, such Commitment Party or such Representative shall provide the Company with prompt written notice of such legal compulsion and cooperate with the Company to obtain a protective Order or similar remedy to cause such information or documents not to be disclosed, including interposing all available objections thereto, at the Company's sole cost and expense; provided, further, that, in the event that such protective Order or other similar remedy is not obtained, the disclosing party shall furnish only that portion of such information or documents that is legally required to be disclosed and shall exercise its commercially reasonable efforts (at the Company's sole cost and expense) to obtain assurance that confidential treatment will be accorded such disclosed information or documents. The provisions of this Section 6.4(b) shall not apply to any Initial Commitment Party that, as of the date hereof, is party to a confidentiality or non-disclosure agreement with the Debtors, for so long as such agreement remains in full force and effect.

Section 6.5 Financial Information. During the Pre-Closing Period, the Company shall deliver to the counsel and financial advisors to each Ad Hoc Group, and to each Commitment Party that so requests, all statements and reports the Company is required to deliver to the First Lien Agent pursuant to Section 11(a)(iv) of the Final Cash Collateral Order (as in effect on the date hereof) (the "**Financial Reports**"). Neither any waiver by the parties to the Final Cash Collateral Order of their right to receive the Financial Reports nor any amendment or termination of the First Lien Credit Agreement shall affect the Company's obligation to deliver the Financial Reports to the Commitment Parties in accordance with the terms of this Agreement; provided, however, (a) the parties to the Final Cash Collateral Order may extend the date of delivery of any Financial Report by no more than ten (10) Business Days and such extension shall be deemed binding on the Commitment Parties for all purposes hereunder and (b) delivery of the applicable Financial Report within such extension period shall be deemed in compliance with this Agreement.

Section 6.6 Commercially Reasonable Efforts.

(a) Without in any way limiting any other respective obligation of the Company or any Commitment Party in this Agreement, each Party shall use (and the Company shall cause the other Debtors to use) commercially reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper or advisable in order to consummate and make effective the transactions contemplated by this Agreement and the Plan, including using commercially reasonable efforts in:

(i) timely preparing and filing all documentation reasonably necessary to effect all necessary notices, reports and other filings of such Person and to obtain as promptly as practicable all consents, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any third party or Governmental Entity;

(ii) defending any Legal Proceedings in any way challenging (A) this Agreement, the Plan, the Registration Rights Agreement or any other Transaction Agreement, (B) the BCA Approval Order, the Plan Solicitation Order or the Confirmation Order or (C) the consummation of the transactions contemplated hereby and thereby, including seeking to have any stay or temporary restraining Order entered by any Governmental Entity vacated or reversed; and

(iii) working together in good faith to finalize the Reorganized Company Organizational Documents, Transaction Agreements, the Registration Rights Agreement and all other documents relating thereto for timely inclusion in the Plan and filing with the Bankruptcy Court.

(b) Subject to Laws or applicable rules relating to the exchange of information, and in accordance with the Restructuring Support Agreement, the Commitment Parties and the Company shall have the right to review in advance, and to the extent practicable each will consult with the other on all of the information relating to Commitment Parties or the Company, as the case may be, and any of their respective Subsidiaries, that appears in any filing made with, or written materials submitted to, any Governmental Entity in connection with the transactions contemplated by this Agreement or the Plan; provided, however, that the Commitment Parties are not required to provide for review in advance declarations or other evidence submitted in connection with any filing with the Bankruptcy Court. In exercising the foregoing rights, the Parties shall act as reasonably and as promptly as practicable.

(c) Without limitation to 6.1 or 6.2, to the extent exigencies permit, the Company shall provide or cause to be provided to the Commitment Parties a draft of all motions, applications, pleadings, schedules, Orders, reports or other material papers (including all material memoranda, exhibits, supporting affidavits and evidence and other supporting documentation) in the Chapter 11 Cases relating to or affecting the Transaction Agreements or the Registration Rights Agreement in accordance with the Restructuring Support Agreement and in no event less than 48 hours before such motions, applications, pleadings, schedules, Orders, reports or other material papers are filed with the Bankruptcy Court. All such motions, applications, pleadings, schedules, Orders, reports and other material papers shall be in form and substance reasonably satisfactory to the Requisite Commitment Parties and the Company.

(d) Nothing contained in this Section 6.6(d) shall limit the ability of any Commitment Party to consult with the Debtors, to appear and be heard, or to file objections, concerning any matter arising in the Chapter 11 Cases to the extent not inconsistent with the Restructuring Support Agreement.

Section 6.7 Registration Rights Agreement; Reorganized Company Organizational Documents.

(a) The Plan will provide that from and after the Effective Date each Commitment Party and each other Noteholder receiving at least ten percent (10%) or more of the Common Shares issued under the Plan and/or the Rights Offerings or that cannot sell its Common Shares under Rule 144 of the Securities Act without volume or manner of sale restrictions shall be entitled to registration rights that are customary for a transaction of this

nature, pursuant to a registration rights agreement to be entered into as of the Effective Date, which agreement shall be in form and substance consistent with the terms set forth in the Restructuring Term Sheet and otherwise reasonably acceptable to the Requisite Commitment Parties and the Company (the "**Registration Rights Agreement**"). A form of the Registration Rights Agreement shall be filed with the Bankruptcy Court as part of the Plan Supplement or an amendment thereto.

(b) The Plan will provide that on the Effective Date, the Reorganized Company Organizational Documents will be duly authorized, approved, adopted and in full force and effect. Forms of the Reorganized Company Organizational Documents shall be filed with the Bankruptcy Court as part of the Plan Supplement or an amendment thereto.

Section 6.8 Blue Sky. The Company shall, on or before the Closing Date, take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the offer and sale of the Unsubscribed Shares to the Commitment Parties pursuant to this Agreement under applicable securities and "Blue Sky" Laws of the states of the United States (or to obtain an exemption from such qualification) and any applicable foreign jurisdictions, and shall provide evidence of any such action so taken to the Commitment Parties on or prior to the Closing Date. The Reorganized Company shall timely make all filings and reports relating to the offer and sale of the Unsubscribed Shares issued hereunder required under applicable securities and "Blue Sky" Laws of the states of the United States following the Closing Date. The Company or the Reorganized Company, as applicable, shall pay all fees and expenses in connection with satisfying its obligations under this Section 6.8.

Section 6.9 DTC Eligibility. Unless otherwise requested by the Requisite Commitment Parties, the Reorganized Company shall use commercially reasonable efforts to promptly make, when applicable from time to time after the Closing, all Unlegended Shares eligible for deposit with The Depository Trust Company. "**Unlegended Shares**" means any Common Shares acquired by the Commitment Parties and their respective Affiliates (including any Related Purchaser or Ultimate Purchaser in respect thereof) pursuant to this Agreement and the Plan, including all shares issued to the Commitment Parties and their respective Affiliates in connection with the Rights Offerings, that do not require, or are no longer subject to, the Legend.

Section 6.10 Use of Proceeds. The Reorganized Company will utilize the proceeds from the exercise of the Subscription Rights and the sale of the Unsubscribed Shares (together with the Exit Facility) and less than 50% of the total number of Common Shares outstanding (without accounting for dilution from the EIP) to purchase the Debtors' assets (or equity in an entity that holds such assets) in a transaction that is intended to be taxable from a U.S. federal income tax perspective. The Debtors will apply the proceeds from the exercise of the Subscription Rights and the sale of the Unsubscribed Shares (together with the Exit Facility and the Common Shares received) for the purposes identified in the Disclosure Statement and the Plan.

Section 6.11 Share Legend. Each certificate evidencing Unsubscribed Shares issued hereunder, and each certificate issued in exchange for or upon the Transfer of any

such shares, shall be stamped or otherwise imprinted with a legend (the "**Legend**") in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."

In the event that any such shares are uncertificated, such shares shall be subject to a restrictive notation substantially similar to the Legend in the stock ledger or other appropriate records maintained by the Reorganized Company or agent and the term "Legend" shall include such restrictive notation. The Reorganized Company shall remove the Legend (or restrictive notation, as applicable) set forth above from the certificates evidencing any such shares (or the share register or other appropriate Reorganized Company records, in the case of uncertified shares), upon request, at any time after the restrictions described in such Legend cease to be applicable, including, as applicable, when such shares may be sold under Rule 144 of the Securities Act. The Reorganized Company may reasonably request such opinions, certificates or other evidence that such restrictions no longer apply as a condition to removing the Legend.

Section 6.12 Antitrust Approval.

(a) Each Party agrees to use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary to consummate and make effective the transactions contemplated by this Agreement, the Plan and the other Transaction Agreements, including (i) if applicable, filing, or causing to be filed, the Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated by this Agreement with the Antitrust Division of the United States Department of Justice and the United States Federal Trade Commission and any filings (or, if required by any Antitrust Authority, any drafts thereof) under any other Antitrust Laws that are necessary to consummate and make effective the transactions contemplated by this Agreement as soon as reasonably practicable (and with respect to any filings required pursuant to the HSR Act, no later than fifteen (15) Business Days following the date hereof) and (ii) promptly furnishing any documents or information reasonably requested by any Antitrust Authority.

(b) The Company and each Commitment Party subject to an obligation pursuant to the Antitrust Laws to notify any transaction contemplated by this Agreement, the Plan or the other Transaction Agreements that has notified the Company in writing of such obligation (each such Commitment Party, a "**Filing Party**") agree to reasonably cooperate with each other as to the appropriate time of filing such notification and its content. The Company and each Filing Party shall, to the extent permitted by applicable Law: (i) promptly notify each other of, and if in writing, furnish each other with copies of (or, in the case of material oral communications, advise each other orally of) any material communications from or with an Antitrust Authority; (ii) not participate in any meeting with an Antitrust Authority unless it consults with each other Filing Party and the Company, as applicable, in advance and, to the

extent permitted by the Antitrust Authority and applicable Law, give each other Filing Party and the Company, as applicable, a reasonable opportunity to attend and participate thereat; (iii) furnish each other Filing Party and the Company, as applicable, with copies of all material correspondence and communications between such Filing Party or the Company and the Antitrust Authority; (iv) furnish each other Filing Party with such necessary information and reasonable assistance as may be reasonably necessary in connection with the preparation of necessary filings or submission of information to the Antitrust Authority; and (v) not withdraw its filing, if any, under the HSR Act without the prior written consent of the Requisite Commitment Parties and the Company.

(c) Should a Filing Party be subject to an obligation under the Antitrust Laws to jointly notify with one or more other Filing Parties (each, a "**Joint Filing Party**") any transaction contemplated by this Agreement, the Plan or the other Transaction Agreements, such Joint Filing Party shall promptly notify each other Joint Filing Party of, and if in writing, furnish each other Joint Filing Party with copies of (or, in the case of material oral communications, advise each other Joint Filing Party orally of) any communications from or with an Antitrust Authority.

(d) The Company and each Filing Party shall use their commercially reasonable efforts to obtain all authorizations, approvals, consents, or clearances under any applicable Antitrust Laws or to cause the termination or expiration of all applicable waiting periods under any Antitrust Laws in connection with the transactions contemplated by this Agreement at the earliest possible date after the date of filing. The communications contemplated by this Section 6.12 may be made by the Company or a Filing Party on an outside counsel-only basis or subject to other agreed upon confidentiality safeguards. The obligations in this Section 6.12 shall not apply to filings, correspondence, communications or meetings with Antitrust Authorities unrelated to the transactions contemplated by this Agreement, the Plan or the other Transaction Agreements.

Section 6.13 Alternative Transactions. The Company and the other Debtors shall not seek, solicit, or support any Alternative Transaction, and shall not cause or allow any of their agents or representatives to solicit any agreements relating to an Alternative Transaction; provided, however, that nothing in this Section 6.13 shall limit (i) subject to obtaining all applicable consents and approvals required under the Restructuring Support Agreement and this Agreement (including Section 6.3 hereof), the Parties' ability to engage in (a) marketing efforts, discussions, and/or negotiations with any party regarding refinancing of the Exit Facility to be consummated following the Effective Date or (b) any transaction with respect to the Berry Entities that does not involve any of the Debtors or any properties or assets of the Debtors, or (ii) the Company's and the other Debtors' boards of directors' fiduciary duties consistent with Section 8 of the Restructuring Support Agreement.

Section 6.14 Hedging Arrangements. The Company will consult with the Requisite Commitment Parties in its implementation of its hedging program; provided, that the Company will obtain the written consent (not to be unreasonably withheld) of the Requisite Commitment Parties prior to its implementation of hedging transactions that are not consistent with the *Final Order Authorizing the Debtors to Enter Into and Perform Under Postpetition Hedging Arrangements* entered by the Bankruptcy Court on August 16, 2016. Following a

request for consent by or on behalf of the Debtors, if the consent of the Requisite Commitment Parties is not obtained or declined within three (3) Business Days following the date such request is made in writing and delivered to each Ad Hoc Group (which notice will be deemed delivered if given in writing to Milbank and O'Melveny), such consent shall be deemed to have been granted by the Requisite Commitment Parties.

Section 6.15 Reorganized Company.

(a) The Requisite Commitment Parties have the right at any time prior to the Disclosure Statement hearing, to elect to require that (i) the Reorganized Company be organized as a Delaware limited liability company instead of a Delaware corporation and/or (ii) the Debtors use reasonably best efforts to either (A) cause Linn Energy, LLC's registration under Section 12 of the Exchange Act to be terminated on the Effective Date or as promptly as practicable thereafter or (B) cause the Reorganized Company to be registered under Section 12 of the Exchange Act (as the "successor issuer" to Linn Energy, LLC or otherwise) on the Effective Date or as promptly as practicable thereafter.

(b) The Requisite Commitment Parties shall cause the Reorganized Company to be formed by a non-Debtor, non-Commitment Party third party (provided that in the reasonable judgment of the Debtors such formation does not result in a material risk of any negative tax consequences to any Debtor (including for these purposes, but not limited to, a material risk of tax liability at LinnCo, LLC)). In all cases, (i) the Debtors shall conduct the Rights Offerings, including where the Reorganized Company is not formed or owned by the Debtors (in which case the Debtors shall conduct the Unsecured Rights Offering and the Secured Rights Offering on the Reorganized Company's behalf), (ii) the Reorganized Company shall be a successor to Linn Energy, LLC under the Plan and the Rights Offerings will be exempt from registration under the Securities Act pursuant to Section 1145 of the Bankruptcy Code and (iii) the Reorganized Company Organizational Documents will provide that the Reorganized Company's initial board of directors will be constituted on the Effective Date pursuant to the Plan and will be the continuing directors and will adopt resolutions authorizing the Reorganized Company to do all actions required to consummate the Rights Offerings and the Plan.

(c) The Company and the Requisite Commitment Parties shall determine the number of Aggregate Common Shares as soon as reasonably practicable, and in any event prior to the commencement of the Rights Offerings.

(d) On the Effective Date, all rights and obligations of the Company under this Agreement shall vest in the Reorganized Company and the Plan shall include language to such effect. From and after the Effective Date, the Reorganized Company shall be deemed to be a party to this Agreement as the successor to all rights and obligations of the Company hereunder.

ARTICLE VII

CONDITIONS TO THE OBLIGATIONS OF THE PARTIES

Section 7.1 Conditions to the Obligations of the Commitment Parties. The obligations of each Commitment Party to consummate the transactions contemplated hereby shall be subject to (unless waived in accordance with Section 7.2) the satisfaction of the following conditions prior to or at the Closing:

(a) BCA Approval Order. The Bankruptcy Court shall have entered the BCA Approval Order in form and substance reasonably acceptable to the Requisite Commitment Parties, and such Order shall be a Final Order.

(b) Plan Solicitation Order. The Bankruptcy Court shall have entered the Plan Solicitation Order in form and substance reasonably acceptable to the Requisite Commitment Parties, and such Order shall be a Final Order.

(c) Confirmation Order. The Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably satisfactory to the Requisite Commitment Parties, and such Order shall be a Final Order.

(d) Secured Notes. No LINN Second Lien Notes Claim shall have been Allowed, wholly or partially, as a Secured Claim under the Plan or otherwise by the Bankruptcy Court (other than claims that are deemed Allowed under section 502(a) of the Bankruptcy Code).

(e) Plan. The Company and all of the other Debtors shall have substantially complied with the terms of the Plan (as amended or supplemented from time to time) that are to be performed by the Company, the Reorganized Company and the other Debtors on or prior to the Effective Date and the conditions to the occurrence of the Effective Date (other than any conditions relating to occurrence of the Closing) set forth in the Plan shall have been satisfied or waived in accordance with the terms of the Plan.

(f) Rights Offerings. Each of: (i) the Unsecured Rights Offering and (ii) the Secured Rights Offering, shall have been conducted in accordance with the Plan Solicitation Order and this Agreement.

(g) Effective Date. The Effective Date shall have occurred, or shall be deemed to have occurred concurrently with the Closing, as applicable, in accordance with the terms and conditions in the Plan and in the Confirmation Order.

(h) Registration Rights Agreement; Reorganized Company Organizational Documents.

(i) The Registration Rights Agreement shall have been executed and delivered by the Reorganized Company, shall otherwise have become effective with respect to the Commitment Parties and the other parties thereto, and shall be in full force and effect.

(ii) The Reorganized Company Organizational Documents shall have been duly approved and adopted and shall be in full force and effect.

(i) Expense Reimbursement. The Debtors shall have paid all Expense Reimbursements accrued through the Closing Date pursuant to Section 3.3.

(j) Governmental Approvals. All waiting periods imposed by any Governmental Entity or Antitrust Authority in connection with the transactions contemplated by this Agreement shall have terminated or expired and all authorizations, approvals, consents or clearances under the Antitrust Laws or otherwise required by any Governmental Entity in connection with the transactions contemplated by this Agreement shall have been obtained or filed.

(k) No Legal Impediment to Issuance. No Law or Order shall have become effective or been enacted, adopted or issued by any Governmental Entity that prohibits the implementation of the Plan or the transactions contemplated by this Agreement;

(l) Representations and Warranties.

(i) The representations and warranties of the Debtors contained in Section 4.8 shall be true and correct in all respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date (except for such representations and warranties made as of a specified date, which shall be true and correct only as of the specified date).

(ii) The representations and warranties of the Debtors contained in 4.2, 4.2(c), 4.4 and 4.55(b) shall be true and correct in all material respects on and as of the Closing Date after giving effect to the Plan with the same effect as if made on and as of the Closing Date after giving effect to the Plan (except for such representations and warranties made as of a specified date, which shall be true and correct in all material respects only as of the specified date).

(iii) The representations and warranties of the Debtors contained in this Agreement other than those referred to in clauses (i) and (ii) above shall be true and correct (disregarding all materiality or Material Adverse Effect qualifiers) on and as of the Closing Date after giving effect to the Plan with the same effect as if made on and as of the Closing Date after giving effect to the Plan (except for such representations and warranties made as of a specified date, which shall be true and correct only as of the specified date), except where the failure to be so true and correct does not constitute, individually or in the aggregate, a Material Adverse Effect.

(m) Covenants. The Debtors shall have performed and complied, in all material respects, with all of their respective covenants and agreements contained in this Agreement that contemplate, by their terms, performance or compliance prior to the Closing Date.

(n) Material Adverse Effect. Since the date of this Agreement, there shall not have occurred, and there shall not exist, any Event that constitutes, individually or in the aggregate, a Material Adverse Effect.

(o) Officer's Certificate. The Commitment Parties shall have received on and as of the Closing Date a certificate of the chief executive officer or chief financial officer of the Company confirming that the conditions set forth in Section 7.1(l), (m), and (n) have been satisfied.

(p) Funding Notice. The Noteholders shall have received the Funding Notice.

(q) Exit Facility. The Exit Facility shall have become effective and shall otherwise be in form and substance substantially in accordance with the Exit Facility Term Sheet.

(r) Key Contracts. The assumption or rejection (in each case, pursuant to section 365 of the Bankruptcy Code) and/or amendment of the Contracts described in Section 1.1 of the Company Disclosure Schedules as of the Closing Date and the liabilities of the Reorganized Company with respect to such Contracts shall, in the aggregate, be reasonably satisfactory to the Requisite Commitment Parties.

(s) Pre-Hearing Letter Agreement. The Pre-Hearing Letter Agreement shall have been executed and delivered by the Company, shall otherwise have become effective with respect to the Commitment Parties, and shall be in full force and effect.

Section 7.2 Waiver of Conditions to Obligations of Commitment Parties. All or any of the conditions set forth in Section 7.1 may only be waived in whole or in part with respect to all Commitment Parties by a written instrument executed by the Requisite Commitment Parties in their sole discretion and if so waived, all Commitment Parties shall be bound by such waiver; provided, however, that the conditions set forth in subsections (c), (g), (j), (k) and (m) of Section 7.1 shall not be subject to waiver except by a written instrument executed by all Commitment Parties.

Section 7.3 Conditions to the Obligations of the Debtors. The obligations of the Debtors to consummate the transactions contemplated hereby with the Commitment Parties is subject to (unless waived by the Company) the satisfaction of each of the following conditions:

(a) BCA Approval Order. The Bankruptcy Court shall have entered the BCA Approval Order and such Order shall be a Final Order.

(b) Plan Solicitation Order. The Bankruptcy Court shall have entered the Plan Solicitation Order, and such Order shall be a Final Order.

(c) Confirmation Order. The Bankruptcy Court shall have entered the Confirmation Order, and such Order shall be a Final Order.

(d) [Reserved].

(e) Effective Date. The Effective Date shall have occurred, or shall be deemed to have occurred concurrently with the Closing, as applicable, in accordance with the terms and conditions in the Plan and in the Confirmation Order.

(f) Governmental Approvals. All waiting periods imposed by any Governmental Entity or Antitrust Authority in connection with the transactions contemplated by this Agreement shall have terminated or expired and all authorizations, approvals, consents or clearances under the Antitrust Laws or otherwise required by any Governmental Entity in connection with the transactions contemplated by this Agreement shall have been obtained or filed.

(g) No Legal Impediment to Issuance. No Law or Order shall have become effective or been enacted, adopted or issued by any Governmental Entity that prohibits the implementation of the Plan or the transactions contemplated by this Agreement.

(h) Representations and Warranties.

(i) The representations and warranties of the Commitment Parties contained in this Agreement that are qualified by "materiality" or "material adverse effect" or words or similar import shall be true and correct in all respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date (except for such representations and warranties made as of a specified date, which shall be true and correct in all respects only as of the specified date).

(ii) The representations and warranties of the Commitment Parties contained in this Agreement that are not qualified by "materiality" or "material adverse effect" or words or similar import shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date (except for such representations and warranties made as of a specified date, which shall be true and correct in all material respects only as of the specified date).

(i) Covenants. The Commitment Parties shall have performed and complied, in all material respects, with all of their covenants and agreements contained in this Agreement and in any other document delivered pursuant to this Agreement.

(j) Exit Facility. The Exit Facility shall have become effective and shall otherwise be in form and substance substantially in accordance with the Exit Facility Term Sheet.

(k) Pre-Hearing Letter Agreement. The Pre-Hearing Letter Agreement shall have been executed and delivered by the Commitment Parties, shall otherwise have become effective with respect to the Company, and shall be in full force and effect.

ARTICLE VIII

INDEMNIFICATION AND CONTRIBUTION

Section 8.1 Indemnification Obligations. Following the entry of the BCA Approval Order, the Company, the Reorganized Company and the other Debtors (the "**Indemnifying Parties**" and each, an "**Indemnifying Party**") shall, jointly and severally, indemnify and hold harmless each Commitment Party and its Affiliates, equity holders, members, partners, general partners, managers and its and their respective Representatives and controlling persons (each, an "**Indemnified Person**") from and against any and all losses, claims, damages, liabilities and costs and expenses (other than Taxes of the Commitment Parties except to the extent otherwise provided for in this Agreement) arising out of a claim asserted by a third-party (collectively, "**Losses**") that any such Indemnified Person may incur or to which any such Indemnified Person may become subject arising out of or in connection with this Agreement, the Plan and the transactions contemplated hereby and thereby, including the Backstop Commitment, the Rights Offerings, the payment of the Commitment Premium or the use of the proceeds of the Rights Offerings, or any claim, challenge, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Person is a party thereto, whether or not such proceedings are brought by the Company, the Reorganized Company, the other Debtors, their respective equity holders, Affiliates, creditors or any other Person, and reimburse each Indemnified Person upon demand for reasonable documented (with such documentation subject to redaction to preserve attorney client and work product privileges) legal or other third-party expenses incurred in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether or not the transactions contemplated by this Agreement or the Plan are consummated or whether or not this Agreement is terminated; provided, that the foregoing indemnity will not, as to any Indemnified Person, apply to Losses (a) as to a Defaulting Commitment Party, its Related Parties or any Indemnified Person related thereto, caused by a Commitment Party Default by such Commitment Party, or (b) to the extent they are found by a final, non-appealable judgment of a court of competent jurisdiction to arise from the bad faith, willful misconduct or gross negligence of such Indemnified Person.

Section 8.2 Indemnification Procedure. Promptly after receipt by an Indemnified Person of notice of the commencement of any claim, challenge, litigation, investigation or proceeding (an "**Indemnified Claim**"), such Indemnified Person will, if a claim is to be made hereunder against the Indemnifying Party in respect thereof, notify the Indemnifying Party in writing of the commencement thereof; provided, that (a) the omission to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability that it may have hereunder except to the extent it has been materially prejudiced by such failure and (b) the omission to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability that it may have to such Indemnified Person otherwise than on account of this Article VIII. In case any such Indemnified Claims are brought against any Indemnified Person and it notifies the Indemnifying Party of the commencement thereof, the Indemnifying Party will be entitled to participate therein, and, at its election by providing written notice to such Indemnified Person, the Indemnifying Party will be entitled to assume the defense thereof, with

counsel reasonably acceptable to such Indemnified Person; provided, that if the parties (including any impleaded parties) to any such Indemnified Claims include both such Indemnified Person and the Indemnifying Party and based on advice of such Indemnified Person's counsel there are legal defenses available to such Indemnified Person that are different from or additional to those available to the Indemnifying Party, such Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Indemnified Claims. Upon receipt of notice from the Indemnifying Party to such Indemnified Person of its election to so assume the defense of such Indemnified Claims with counsel reasonably acceptable to the Indemnified Person, the Indemnifying Party shall not be liable to such Indemnified Person for expenses incurred by such Indemnified Person in connection with the defense thereof or participation therein (other than reasonable costs of investigation) unless (i) such Indemnified Person shall have employed separate counsel (in addition to any local counsel) in connection with the assertion of legal defenses in accordance with the proviso to the immediately preceding sentence (it being understood, however, that the Indemnifying Party shall not be liable for the expenses of more than one separate counsel representing the Indemnified Persons who are parties to such Indemnified Claims (in addition to one local counsel in each jurisdiction in which local counsel is required)), (ii) the Indemnifying Party shall not have employed counsel reasonably acceptable to such Indemnified Person to represent such Indemnified Person within a reasonable time after the Indemnifying Party has received notice of commencement of the Indemnified Claims from, or delivered on behalf of, the Indemnified Person, (iii) after the Indemnifying Party assumes the defense of the Indemnified Claims, the Indemnified Person determines in good faith that the Indemnifying Party has failed or is failing to defend such claim and provides written notice of such determination and the basis for such determination, and such failure is not reasonably cured within ten (10) Business Days of receipt of such notice, or (iv) the Indemnifying Party shall have authorized in writing the employment of counsel for such Indemnified Person. Notwithstanding anything herein to the contrary, the Debtors shall have sole control over any Tax controversy or Tax audit and shall be permitted to settle any liability for Taxes of the Debtors.

Section 8.3 Settlement of Indemnified Claims. In connection with any Indemnified Claim for which an Indemnified Person is assuming the defense in accordance with this Article VIII, the Indemnifying Party shall not be liable for any settlement of any Indemnified Claims effected by such Indemnified Person without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed). If any settlement of any Indemnified Claims is consummated with the written consent of the Indemnifying Party or if there is a final judgment for the plaintiff in any such Indemnified Claims, the Indemnifying Party agrees to indemnify and hold harmless each Indemnified Person from and against any and all Losses by reason of such settlement or judgment to the extent such Losses are otherwise subject to indemnification by the Indemnifying Party hereunder in accordance with, and subject to the limitations of, this Article VIII. The Indemnifying Party shall not, without the prior written consent of an Indemnified Person (which consent shall be granted or withheld, conditioned or delayed in the Indemnified Person's sole discretion), effect any settlement of any pending or threatened Indemnified Claims in respect of which indemnity or contribution has been sought hereunder by such Indemnified Person unless (i) such settlement includes an unconditional release of such Indemnified Person in form and substance satisfactory to such Indemnified Person from all liability on the claims that are the subject matter of such

Indemnified Claims and (ii) such settlement does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

Section 8.4 Contribution. If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless from Losses that are subject to indemnification pursuant to Section 8.1, then the Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Person as a result of such Loss in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnifying Party, on the one hand, and such Indemnified Person, on the other hand, but also the relative fault of the Indemnifying Party, on the one hand, and such Indemnified Person, on the other hand, as well as any relevant equitable considerations. It is hereby agreed that the relative benefits to the Indemnifying Party, on the one hand, and all Indemnified Persons, on the other hand, shall be deemed to be in the same proportion as (a) the total value received or proposed to be received by the Company and the Reorganized Company pursuant to the issuance and sale of the Unsubscribed Shares in the Rights Offerings contemplated by this Agreement and the Plan bears to (b) the Commitment Premium paid or proposed to be paid to the Commitment Parties. The Indemnifying Parties also agree that no Indemnified Person shall have any liability based on their comparative or contributory negligence or otherwise to the Indemnifying Parties, any Person asserting claims on behalf of or in right of any of the Indemnifying Parties, or any other Person in connection with an Indemnified Claim.

Section 8.5 Treatment of Indemnification Payments. All amounts paid by an Indemnifying Party to an Indemnified Person under this Article VIII shall, to the extent permitted by applicable Law, be treated as adjustments to the Per Share Purchase Price (or Per Share Discounted Purchase Price, as applicable) for all Tax purposes. The provisions of this Article VIII are an integral part of the transactions contemplated by this Agreement and without these provisions the Commitment Parties would not have entered into this Agreement. The BCA Approval Order shall provide that the obligations of the Company and the Reorganized Company under this Article VIII shall constitute allowed administrative expenses of the Debtors' estate under sections 503(b) and 507 of the Bankruptcy Code and are payable without further Order of the Bankruptcy Court, and that the Company and the Reorganized Company may comply with the requirements of this Article VIII without further Order of the Bankruptcy Court.

Section 8.6 No Survival. All representations, warranties, covenants and agreements made in this Agreement shall not survive the Closing Date except for covenants and agreements that by their terms are to be satisfied after the Closing Date, which covenants and agreements shall survive until satisfied in accordance with their terms.

ARTICLE IX

TERMINATION

Section 9.1 Consensual Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing Date by mutual written consent of the Company and the Requisite Commitment Parties.

Section 9.2 Automatic Termination. Notwithstanding anything to the contrary in this Agreement, unless and until there is an unstayed Order of the Bankruptcy Court providing that the giving of notice under and/or termination of this Agreement in accordance with its terms is not prohibited by the automatic stay imposed by section 362 of the Bankruptcy Code, and except as otherwise provided in this Section 9.2, at which point this Agreement may be terminated by the Requisite Commitment Parties upon written notice to the Company upon the occurrence of any of the following Events, this Agreement shall terminate automatically without any further action or notice by any Party at 5:00 p.m., New York City time on the fifth Business Day following the occurrence of any of the following Events; provided that the Requisite Commitment Parties may waive such termination or extend any applicable dates in accordance with Section 10.7:

(a) the Closing Date has not occurred by 11:59 p.m., New York City time on March 1, 2017 (as may be extended pursuant to Section 2.3(e) or the following proviso, the "**Outside Date**"), unless prior thereto the Effective Date occurs and each Rights Offering has been consummated; provided, that the Outside Date may be waived or extended (but not beyond 5:00 p.m., New York City time on May 1, 2017) with the prior written consent of the Requisite Commitment Parties;

(b) the obligations of the Consenting Noteholders under the Restructuring Support Agreement are terminated in accordance with the terms of the Restructuring Support Agreement;

(c) [Reserved].

(d) (i) the Company or the other Debtors shall have breached any representation, warranty, covenant or other agreement made by the Company or the other Debtors in this Agreement or any such representation or warranty shall have become inaccurate and such breach or inaccuracy would, individually or in the aggregate, cause a condition set forth in Section 7.1(l), Section 7.1(m), or Section 7.1(n) not to be satisfied, (ii) the Commitment Parties shall have delivered written notice of such breach or inaccuracy to the Company, (iii) such breach or inaccuracy is not cured by the Company or the other Debtors by the tenth (10th) Business Day after receipt of such notice, and (iv) as a result of such failure to cure, any condition set forth in Section 7.1(l), Section 7.1(m), or Section 7.1(n) is not capable of being satisfied; provided, that, this Agreement shall not terminate automatically pursuant to this Section 9.2(d) if the Commitment Parties are then in willful or intentional breach of this Agreement;

(e) any Law or final and non-appealable Order shall have been enacted, adopted or issued by any Governmental Entity that prohibits the implementation of the Plan or any Rights Offering or the transactions contemplated by this Agreement, the other Transaction Agreements or the Registration Rights Agreement in a way that cannot be remedied by the Debtors subject to the reasonable satisfaction of the Requisite Commitment Parties;

(f) (i) the Debtors have materially breached their obligations under Section 6.13; (ii) the Bankruptcy Court approves or authorizes an Alternative Transaction; or

(iii) any of the Debtors enters into any Contract providing for the consummation of any Alternative Transaction;

(g) [Reserved];

(h) the Company or any other Debtor (i) materially and adversely (to the Commitment Parties) amends or modifies, or files a pleading seeking authority to amend or modify, the Definitive Documentation in a manner that is materially inconsistent with this Agreement without the consent (not to be unreasonably withheld, conditioned or delayed) of the Requisite Commitment Parties or (ii) publicly announces its intention to take any such action listed in sub-clauses (i) of this subsection;

(i) the BCA Approval Order, Plan Solicitation Order, or Confirmation Order is terminated, reversed, stayed, dismissed, vacated, or reconsidered, or any such Order is modified or amended after entry without the prior acquiescence or written consent (not to be unreasonably withheld, conditioned or delayed) of the Requisite Commitment Parties in a manner that prevents or prohibits the consummation of the Restructuring Transactions contemplated in this Agreement or any of the Definitive Documents in a way that cannot be remedied by the Debtors subject to the reasonable satisfaction of the Requisite Commitment Parties;

(j) any of the Orders approving the Exit Facility, the Backstop Commitment Agreement, the Rights Offering Procedures, the Plan or the Disclosure Statement, or the Confirmation Order are reversed, stayed, dismissed, vacated or reconsidered or modified or amended without the acquiescence or written consent (not to be unreasonably withheld, conditioned or delayed) of the Requisite Commitment Parties (and such action has not been reversed or vacated within thirty (30) calendar days after its issuance) in a manner that prevents or prohibits the consummation of the Restructuring Transactions contemplated in this Agreement or any of the Definitive Documents in a way that cannot be remedied by the Debtors subject to the reasonable satisfaction of the Requisite Commitment Parties;

(k) any LINN Second Lien Notes Claim is wholly or partially Allowed as a Secured Claim under the Plan or otherwise by the Bankruptcy Court (other than claims that are deemed allowed under section 502(a) of the Bankruptcy Code); or

(l) the Parties have not entered into the Pre-Hearing Letter Agreement on or prior to the date on which the Backstop Agreement Motion is heard by the Bankruptcy Court.

Section 9.3 Termination by the Company.

This Agreement may be terminated by the Company upon written notice to each Commitment Party upon the occurrence of any of the following Events, subject to the rights of the Company to fully and conditionally waive, in writing, on a prospective or retroactive basis the occurrence of such Event (each, a "**Linn Termination Event**"):

(a) any Law or final and non-appealable Order shall have been enacted, adopted or issued by any Governmental Entity that prohibits the implementation of the Plan or any Rights Offering or the transactions contemplated by this Agreement, the other Transaction

Agreements or the Registration Rights Agreement in a way that cannot be remedied by the Debtors subject to the reasonable satisfaction of the Requisite Commitment Parties;

(b) subject to the right of the Commitment Parties to arrange a Commitment Party Replacement in accordance with Section 2.3(a) or Section 2.3(b) (which will be deemed to cure any breach by the replaced Commitment Party pursuant to this subsection (b)), (i) any Commitment Party shall have breached any representation, warranty, covenant or other agreement made by such Commitment Party in this Agreement or any such representation or warranty shall have become inaccurate and such breach or inaccuracy would, individually or in the aggregate, cause a condition set forth in Section 7.3(h) or Section 7.3(i) not to be satisfied, (ii) the Company shall have delivered written notice of such breach or inaccuracy to such Commitment Party, (iii) such breach or inaccuracy is not cured by such Commitment Party by the tenth (10th) Business Day after receipt of such notice, and (iv) as a result of such failure to cure, any condition set forth in Section 7.3(h) or Section 7.3(i) is not capable of being satisfied; provided, that the Company shall not have the right to terminate this Agreement pursuant to this Section 9.3(b) if it is then in willful or intentional breach of this Agreement;

(c) the BCA Approval Order, Plan Solicitation Order, or Confirmation Order is terminated, reversed, stayed, dismissed, vacated, or reconsidered, or any such Order is modified or amended after entry without the prior acquiescence or written consent (not to be unreasonably withheld, conditioned or delayed) of the Company in a manner that prevents or prohibits the consummation of the Restructuring Transactions contemplated in this Agreement or any of the Definitive Documents in a way that cannot be remedied by the Commitment Parties subject to the reasonable satisfaction of the Debtors;

(d) any of the Orders approving the Exit Facility, the Backstop Commitment Agreement, the Rights Offering Procedures, the Plan or the Disclosure Statement, or the Confirmation Order are reversed, stayed, dismissed, vacated or reconsidered or modified or amended without the acquiescence or consent (not to be unreasonably withheld, conditioned or delayed) of the Company (and such action has not been reversed or vacated within thirty (30) calendar days after its issuance) in a manner that prevents or prohibits the consummation of the Restructuring Transactions contemplated in this Agreement or any of the Definitive Documents in a way that cannot be remedied by the Commitment Parties subject to the reasonable satisfaction of the Debtors;

(e) solely if the Bankruptcy Court has entered the BCA Approval Order but has not yet entered the Confirmation Order, the board of directors of the Company determines that continued performance under this Agreement (including taking any action or refraining from taking any action and including, without limitation, the Plan or solicitation of the Plan) would be inconsistent with the exercise of its fiduciary duties (as reasonably determined by such entity in good faith after consultation with outside legal counsel and based on the advice of such counsel);

(f) the Restructuring Support Agreement is terminated in accordance with its terms;

(g) the Closing Date has not occurred by the Outside Date (as the same may be extended pursuant to Section 9.2(a) or Section 2.3(e)), unless prior thereto the Effective Date

occurs and each Rights Offering has been consummated; provided, that the Company shall not have the right to terminate this Agreement pursuant to this Section 9.3(g) if it is then in willful or intentional breach of this Agreement; or

(h) the Parties have not entered into the Pre-Hearing Letter Agreement on or prior to the date on which the Backstop Agreement Motion is heard by the Bankruptcy Court.

Section 9.4 Effect of Termination.

(a) Upon termination of this Agreement pursuant to this Article IX, this Agreement shall forthwith become void and there shall be no further obligations or liabilities on the part of the Parties; provided, that (i) the obligations of the Debtors to pay the Expense Reimbursement pursuant to Article III and to satisfy their indemnification obligations pursuant to Article VIII and to pay the Commitment Premium pursuant to Section 9.4(b) shall survive the termination of this Agreement and shall remain in full force and effect, in each case, until such obligations have been satisfied, (ii) the provisions set forth in Article VIII, this Section 9.4 and Article X shall survive the termination of this Agreement in accordance with their terms and (iii) subject to Section 10.10, nothing in this Section 9.4 shall relieve any Party from liability for its gross negligence or any willful or intentional breach of this Agreement. For purposes of this Agreement, "**willful or intentional breach**" means a breach of this Agreement that is a consequence of an act undertaken by the breaching Party with the knowledge that the taking of such act would, or would reasonably be expected to, cause a breach of this Agreement.

(b) If this Agreement is terminated for any reason other than by the Company under Section 9.3(b), the Debtors shall, promptly after the date of such termination, pay the Commitment Premium entirely in cash to the Commitment Parties or their designees, in accordance with Section 3.2. To the extent that all amounts due in respect of the Commitment Premium pursuant to this Section 9.4(b) have actually been paid by the Debtors to the Commitment Parties in connection with a termination of this Agreement, the Commitment Parties shall not have any additional recourse against the Debtors for any obligations or liabilities relating to or arising from this Agreement, except for liability for gross negligence or willful or intentional breach of this Agreement pursuant to Section 9.4(a). Except as set forth in this Section 9.4(b), the Commitment Premium shall not be payable upon the termination of this Agreement. The Commitment Premium shall, pursuant to the BCA Approval Order, constitute allowed administrative expenses of the Debtors' estate under sections 503(b) and 507 of the Bankruptcy Code.

ARTICLE X

GENERAL PROVISIONS

Section 10.1 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed given if delivered personally, sent via electronic facsimile (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the Parties at the following addresses (or at such other address for a Party as may be specified by like notice):

(a) If to the Company or any of the other Debtors:

Linn Energy, LLC
JPMorgan Chase Tower
600 Travis, Suite 5100
Houston, Texas 77002
Tel: (281) 840-4000
Fax: (832) 426-5956
Attn: Candice Wells
Email: cwells@linnenergy.com

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022,
Tel: (212) 446-4800
Fax: (212) 446-4900
Attn: Paul Basta, P.C.; Stephen E. Hessler, P.C.; Brian Lennon, Esq.
E-mail:paul.basta@kirkland.com;
stephen.hessler@kirkland.com;
brian.lennon@kirkland.com

and

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Tel: (312) 862-2000
Fax: (312) 862-2200
Attn: Alexandra Schwarzman, Esq.
Email: alexandra.schwarzman@kirkland.com

(b) If to the Commitment Parties:

To each Commitment Party at the addresses or e-mail addresses set forth below the Commitment Party's signature in its signature page to this Agreement.

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

Milbank, Tweed, Hadley & McCloy LLP
28 Liberty Street
New York, New York 10005-1413
Tel: (212) 530-5000
Fax: (212) 530-5219
Attn: Mark Mandel; Paul Denaro; Brian Kelly; Michael Price

Email: mmandel@milbank.com
pdenaro@milbank.com
bkelly@milbank.com
mprice@milbank.com

and

O'Melveny & Myers LLP
7 Times Square
New York, New York 10036
Tel: (212) 326-2000
Fax: (212) 326-2061
Attn: John Rapisardi and David Johnson, Jr.
Email: jrapisardi@omm.com
djohnson@omm.com

Section 10.2 Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any Party (whether by operation of Law or otherwise) without the prior written consent of the Company and the Requisite Commitment Parties, other than an assignment by a Commitment Party expressly permitted by Section 2.3 or 2.6 and any purported assignment in violation of this Section 10.2 shall be void *ab initio*. Except as provided in Article VIII with respect to the Indemnified Persons, this Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any Person any rights or remedies under this Agreement other than the Parties.

Section 10.3 Prior Negotiations; Entire Agreement.

(a) This Agreement (including the agreements attached as Exhibits to and the documents and instruments referred to in this Agreement) constitutes the entire agreement of the Parties and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the Parties with respect to the subject matter of this Agreement, except that the Parties hereto acknowledge that any confidentiality agreements heretofore executed among the Parties and the Restructuring Support Agreement (including the Restructuring Term Sheet) will each continue in full force and effect.

(b) Notwithstanding anything to the contrary in the Plan (including any amendments, supplements or modifications thereto) or the Confirmation Order (and any amendments, supplements or modifications thereto) or an affirmative vote to accept the Plan submitted by any Commitment Party, nothing contained in the Plan (including any amendments, supplements or modifications thereto) or Confirmation Order (including any amendments, supplements or modifications thereto) shall alter, amend or modify the rights of the Commitment Parties under this Agreement unless such alteration, amendment or modification has been made in accordance with Section 10.7.

Section 10.4 Governing Law; Venue. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE

STATE OF NEW YORK, WITHOUT REGARD TO SUCH STATE'S CHOICE OF LAW PROVISIONS WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES FOR ITSELF THAT ANY LEGAL ACTION, SUIT, OR PROCEEDING AGAINST IT WITH RESPECT TO ANY MATTER ARISING UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT, OR PROCEEDING, MAY BE BROUGHT IN THE BANKRUPTCY COURT, AND BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH OF THE PARTIES IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, GENERALLY AND UNCONDITIONALLY, WITH RESPECT TO ANY SUCH ACTION, SUIT OR PROCEEDING. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING TO AN ADDRESS PROVIDED IN WRITING BY THE RECIPIENT OF SUCH MAILING, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED.

Section 10.5 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY JURISDICTION IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE AMONG THE PARTIES UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE.

Section 10.6 Counterparts. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the Parties and delivered to each other Party (including via facsimile or other electronic transmission), it being understood that each Party need not sign the same counterpart.

Section 10.7 Waivers and Amendments; Rights Cumulative; Consent. This Agreement may be amended, restated, modified or changed only by a written instrument signed by the Company and the Requisite Commitment Parties; provided, that (a) any Commitment Party's prior written consent shall be required for any amendment that would, directly or indirectly: (i) modify such Commitment Party's Backstop Commitment Percentage, (ii) increase the Per Share Discounted Purchase Price or the Per Share Purchase Price, (iii) decrease the Commitment Premium or adversely modify in any material respect the method of payment thereof, (iv) increase the Backstop Commitment of such Commitment Party or (v) have a materially adverse and disproportionate effect on such Commitment Party; (b) the prior written consent of each Initial Commitment Party shall be required for any amendment to the definition of "Requisite Commitment Parties"; and (c) no amendment or modification of the rights or obligations of the Unsecured Commitment Parties or the Secured Commitment Parties or the terms of the Unsecured Rights Offering or the Secured Rights Offering as set forth under this Agreement may be made unless either (i) such amendments or modifications are applied to the rights or obligations of each of the Unsecured Commitment Parties and the Secured Commitment Parties *mutatis mutandis* or applied to the terms of the Unsecured Rights Offering and the Secured Rights Offering *mutatis mutandis*, as applicable or (ii) Unsecured Commitment Parties

holding at least $66^{2/3}$% of the aggregate Unsecured Backstop Commitment Percentage and Secured Commitment Parties holding at least $66^{2/3}$% of the aggregate Secured Backstop Commitment Percentage consent to such amendment or modification. Notwithstanding the foregoing, the Backstop Commitment Schedule shall be revised as necessary without requiring a written instrument signed by the Company and the Requisite Commitment Parties to reflect changes in the composition of the Commitment Parties and Backstop Commitment Percentages as a result of Transfers permitted in accordance with the terms and conditions of this Agreement. The terms and conditions of this Agreement (other than the conditions set forth in 7.1 and 7.3, the waiver of which shall be governed solely by Article VII) may be waived (A) by the Debtors only by a written instrument executed by the Company and (B) by the Requisite Commitment Parties only by a written instrument executed by the Requisite Commitment Parties. No delay on the part of any Party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any Party of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement.

Section 10.8 Headings. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

Section 10.9 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to an injunction or injunctions without the necessity of posting a bond to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party from pursuing other rights and remedies to the extent available under this Agreement, at law or in equity.

Section 10.10 Damages. Notwithstanding anything to the contrary in this Agreement, none of the Parties will be liable for, and none of the Parties shall claim or seek to recover, any punitive, special, indirect or consequential damages or damages for lost profits.

Section 10.11 No Reliance. No Commitment Party or any of its Related Parties shall have any duties or obligations to the other Commitment Parties in respect of this Agreement, the Plan or the transactions contemplated hereby or thereby, except those expressly set forth herein. Without limiting the generality of the foregoing, (a) no Commitment Party or any of its Related Parties shall be subject to any fiduciary or other implied duties to the other Commitment Parties, (b) no Commitment Party or any of its Related Parties shall have any duty to take any discretionary action or exercise any discretionary powers on behalf of any other Commitment Party, (c) no Commitment Party or any of its Related Parties shall have any duty to the other Commitment Parties to obtain, through the exercise of diligence or otherwise, to investigate, confirm, or disclose to the other Commitment Parties any information relating to the Company or any of its Subsidiaries that may have been communicated to or obtained by such Commitment Party or any of its Affiliates in any capacity, (d) no Commitment Party may rely,

and each Commitment Party confirms that it has not relied, on any due diligence investigation that any other Commitment Party or any Person acting on behalf of such other Commitment Party may have conducted with respect to the Company or any of its Affiliates or any of their respective securities, and (e) each Commitment Party acknowledges that no other Commitment Party is acting as a placement agent, initial purchaser, underwriter, broker or finder with respect to its Unsubscribed Shares or Backstop Commitment Percentage of its Backstop Commitment.

Section 10.12 Publicity. At all times prior to the Closing Date or the earlier termination of this Agreement in accordance with its terms, the Company and the Commitment Parties shall consult with each other prior to issuing any press releases (and provide each other a reasonable opportunity to review and comment upon such release) or otherwise making public announcements with respect to the transactions contemplated by this Agreement, it being understood that nothing in this Section 10.12 shall prohibit any Party from filing any motions or other pleadings or documents with the Bankruptcy Court in connection with the Chapter 11 Cases.

Section 10.13 Settlement Discussions. This Agreement and the transactions contemplated herein are part of a proposed settlement of a dispute between the Parties. Nothing herein shall be deemed an admission of any kind. Pursuant to Section 408 of the U.S. Federal Rules of Evidence and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any Legal Proceeding, except to the extent filed with, or disclosed to, the Bankruptcy Court in connection with the Chapter 11 Cases (other than a Legal Proceeding to approve or enforce the terms of this Agreement).

Section 10.14 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the Parties may be partnerships or limited liability companies, each Party covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any Party's Affiliates, or any of such Party's Affiliates' or respective Related Parties in each case other than the Parties to this Agreement and each of their respective successors and permitted assignees under this Agreement, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any of the Related Parties, as such, for any obligation or liability of any Party under this Agreement or any documents or instruments delivered in connection herewith for any claim based on, in respect of or by reason of such obligations or liabilities or their creation; provided, however, nothing in this Section 10.14 shall relieve or otherwise limit the liability of any Party hereto or any of their respective successors or permitted assigns for any breach or violation of its obligations under this Agreement or such other documents or instruments. For the avoidance of doubt, none of the Parties will have any recourse, be entitled to commence any proceeding or make any claim under this Agreement or in connection with the transactions contemplated hereby except against any of the Parties or their respective successors and permitted assigns, as applicable.

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

LINN ENERGY, LLC

By: _____

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

[Commitment Party Signature Pages Redacted]

Schedule 1A

Unsecured Backstop Commitment Schedule

[REDACTED]

Schedule 1B

Secured Backstop Commitment Schedule

[REDACTED]

Company Disclosure Schedule

Section 1.1

[Redacted]

Exhibit A

Rights Offering Procedures

[ATTACHED]

LINN ENERGY, LLC (THE "COMPANY"),
ON BEHALF OF AN ENTITY TO BE FORMED LATER

RIGHTS OFFERING PROCEDURES

Each Rights Offering Share (as defined below) is being distributed and issued by the Debtors without registration under the Securities Act of 1933, as amended (the "Securities Act")[1], in reliance upon the exemption provided in Section 1145 of the Bankruptcy Code. None of the LINN Rights or the Rights Offering Shares issuable upon exercise of such rights distributed pursuant to these Rights Offering Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

The LINN Rights are not transferable, except as permitted by the LINN Backstop Agreement (with respect to the LINN Backstop Parties) or as agreed to by the Company and the Requisite Commitment Parties.

The Disclosure Statement (as defined below) has previously been distributed in connection with the Debtors' solicitation of votes to accept or reject the Plan (as defined below) and that document sets forth important information, including risk factors, that should be carefully read and considered by each Eligible Holder (as defined below) prior to making a decision to participate in the Rights Offerings. Additional copies of the Disclosure Statement are available upon request from the Subscription Agent.

The Rights Offerings are being conducted by the Company on behalf of Reorganized LINN in good faith and in compliance with the Bankruptcy Code. In accordance with Section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security offered or sold under the plan of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

[1] **Terms used and not defined herein shall have the meaning assigned to them in the *Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and Its Debtor Affiliates* (as may be amended, modified, or supplemented from time to time, the "Plan").**

Eligible Holders should note the following times relating to the Rights Offerings:

Date	**Calendar Date**	**Event**
Record Date…….	[•], 2016	The date and time fixed by the Company for the determination of the holders eligible to participate in the Rights Offerings.
Subscription Commencement Date ..	[•], 2016	Commencement of the Rights Offerings.
Subscription Expiration Deadline …	4:00 p.m. Central Time on [•], 2016	The deadline for Eligible Holders to subscribe for Rights Offering Shares. An Eligible Holder's applicable Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by the Eligible Holder's Nominee (as defined below) in sufficient time to allow such Nominee to deliver the Master Subscription Form to the Subscription Agent by the Subscription Expiration Deadline. Eligible Holders who are not LINN Backstop Parties must deliver the aggregate Purchase Price (as defined below) by the Subscription Expiration Deadline. Eligible Holders who are LINN Backstop Parties must deliver the aggregate Purchase Price no later than the deadline specified in the

	Funding Notice (as defined below) in accordance with the terms of the LINN Backstop Agreement.

To Eligible Holders and Nominees of Eligible Holders:

On October 21, 2016, the Debtors filed the Plan with the United States Bankruptcy Court for the Southern District of Texas, Victoria Division, and the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Linn Energy, LLC and Its Debtor Affiliates (*as may be amended from time to time in accordance with its terms, the "Disclosure Statement"). Pursuant to the Plan, each holder of an Allowed LINN Unsecured Notes Claim as of the Record Date (each such holder, an "Eligible Unsecured Holder") has a right to participate in the Unsecured Rights Offering (as defined below), and each holder of an Allowed LINN Second Lien Notes Claim as of the Record Date (each such holder, an "Eligible Secured Holder" and, together with the Eligible Unsecured Holders, "Eligible Holders") has a right to participate in the Secured Rights Offering (as defined below), in each case, in accordance with the terms and conditions of these Rights Offering Procedures. The Unsecured Rights Offering and the Secured Rights Offering are collectively referred to herein as the "Rights Offerings".

Pursuant to the Plan, each Eligible Unsecured Holder will receive rights to subscribe for its *pro rata* portion of a rights offering of Reorganized LINN Common Stock in an aggregate amount of $319,004,408 (the "Unsecured Rights Offering," and such shares, the "Unsecured Rights Offering Shares"), provided that it timely and properly executes and delivers its applicable Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent or its Nominee, as applicable, in advance of the Subscription Expiration Deadline. Each such Nominee will receive a Master Subscription Form which it shall use to summarize the LINN Rights exercised by each Eligible Unsecured Holder that timely returns the applicable properly filled out Beneficial Holder Subscription Form(s) to such Nominee. Beneficial Holder Subscription Forms should only be returned directly to the Subscription Agent if the Eligible Unsecured Holder is the direct holder of record on the books of the applicable indenture trustee and does not hold its LINN Unsecured Notes Claim through a Nominee.

Pursuant to the Plan, each Eligible Secured Holder will receive rights to subscribe for its *pro rata* portion of a rights offering of Reorganized LINN Common Stock in an aggregate amount of $210,995,592 (the "Secured Rights Offering," and such shares, the "Secured Rights Offering Shares" and, together with the Unsecured Rights Offering Shares, the "Rights Offering Shares"), provided that it timely and properly executes and delivers its applicable Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent or its Nominee, as applicable, in advance of the Subscription Expiration Deadline. Each such Nominee will receive a Master Subscription Form which it shall use to summarize the LINN Rights exercised by each Eligible Secured Holder that timely returns the applicable properly filled out Beneficial Holder Subscription Form(s) to such Nominee. Beneficial Holder Subscription Forms should only be returned directly to the Subscription Agent if the Eligible Secured Holder is the direct holder of record on the books of the applicable indenture trustee and does not hold its LINN Second Lien Notes Claim through a Nominee.

Please note that all Beneficial Holder Subscription Forms (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be returned to the applicable Nominee in sufficient time to allow such Nominee to process and deliver the Master Subscription Form and copies of all Beneficial Holder Subscription Forms, and the accompanying IRS Forms prior to the Subscription Expiration Deadline. To the extent of any discrepancy between the Master Subscription Form and the Beneficial Holder Subscription Form(s) regarding the Eligible Holder's principal amount, the Master Subscription Form shall govern. While the amount of time necessary for a Nominee to process and deliver the Master Subscription Form to the Subscription Agent will vary from Nominee to Nominee, Eligible Holders are urged to consult with their Nominees to determine the necessary deadline to return their Beneficial Holder Subscription Forms. Failure to submit such Beneficial Holder Subscription Forms on a timely basis will result in forfeiture of an Eligible Holder's rights to participate in the Rights Offerings. None of the Company, the Subscription Agent or any of the LINN Backstop Parties will have any liability for any such failure.

No Eligible Holder shall be entitled to participate in the Rights Offerings unless the aggregate Purchase Price (as defined below) for the Rights Offering Shares it subscribes for is received by the Subscription Agent (i) in the case of an Eligible Holder that is not a LINN Backstop Party, by the Subscription Expiration Deadline, and (ii) in the case of an Eligible Holder that is a LINN Backstop Party, no later than the deadline specified in a written notice (a "Funding Notice") delivered by or on behalf of the Debtors to the LINN Backstop Parties in accordance with Section 2.4 of the LINN Backstop Agreement (the "Backstop Funding Deadline"), provided that the LINN Backstop Parties may deposit their aggregate Purchase Price in the Escrow Account (as defined below), in accordance with the terms of the LINN Backstop Agreement. No interest is payable on any advanced funding of the Purchase Price. If the Rights Offerings are terminated for any reason, the aggregate Purchase Price previously received by the Subscription Agent will be returned to Eligible Holders as provided in Section 6 hereof. No interest will be paid on any returned Purchase Price. Any Eligible Holder who is not a LINN Backstop Party submitting payment via its Nominee must coordinate such payment with its Nominee in sufficient time to allow the Nominee to forward such payment to the Subscription Agent by the Subscription Expiration Deadline.

In order to participate in the Rights Offerings, an Eligible Holder must complete all of the steps outlined below. If all of the steps outlined below are not completed by the Subscription Expiration Deadline or the Backstop Funding Deadline, as applicable, an Eligible Holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offerings.

1. Rights Offerings

Eligible Unsecured Holders have the right, but not the obligation, to participate in the Unsecured Rights Offering, and Eligible Secured Holders have the right, but not the obligation, to participate in the Secured Rights Offering.

Eligible Unsecured Holders shall receive rights to subscribe for their *pro rata* portion of the Unsecured Rights Offering Shares, and Eligible Secured Holders shall receive rights to

subscribe for their pro rata portion of the Secured Rights Offering Shares.

Subject to the terms and conditions set forth in the Plan and these Rights Offering Procedures, each Eligible Unsecured Holder is entitled to subscribe for up to:

- [•] Unsecured Rights Offering Shares per $1,000 of Principal Amount of the 6.500% Senior Notes due May 2019;
- [•] Unsecured Rights Offering Shares per $1,000 of Principal Amount of the 6.250% Senior Notes due November 2019;
- [•] Unsecured Rights Offering Shares per $1,000 of Principal Amount of the 8.625% Senior Notes due April 2020;
- [•] Unsecured Rights Offering Shares per $1,000 of Principal Amount of the 7.750% Senior Notes due February 2021; or
- [•] Unsecured Rights Offering Shares per $1,000 of Principal Amount of the 6.500% Senior Notes due September 2021;

in each case at a purchase price of $[•] per share (the "Purchase Price"). **The difference in the number of Rights Offering Shares that an Eligible Unsecured Holder is entitled to subscribe for with respect to each series of LINN Unsecured Notes is to take into account the differing amounts of pre-petition accrued and unpaid interest thereon.**

Subject to the terms and conditions set forth in the Plan and these Rights Offering Procedures, each Eligible Secured Holder is entitled to subscribe for up to:

- [•] Secured Rights Offering Shares per $1,000 of Principal Amount of the 12.000% Senior Secured Second Lien Notes due December 2020;

at the Purchase Price. **The difference in the number of Rights Offering Shares that an Eligible Secured Holder is entitled to subscribe for with respect to the LINN Second Lien Notes compared to an Eligible Unsecured Holder is to take into account the differing amounts of pre-petition accrued and unpaid interest thereon as compared to the LINN Unsecured Notes and the amount of LINN Second Lien Notes Claims being allowed under the Plan being counted at double face value.**

There will be no over-subscription privilege in the Rights Offerings. Any Rights Offering Shares that are unsubscribed by the Eligible Holders entitled thereto will not be offered to other Eligible Holders but will be purchased by the applicable LINN Backstop Parties in accordance with the LINN Backstop Agreement. Subject to the terms and conditions of the LINN Backstop Agreement, each LINN Backstop Party is obligated to purchase its *pro rata* portion of the applicable Rights Offering Shares.

Any Eligible Holder that subscribes for Rights Offering Shares and is deemed to be an "underwriter" under Section 1145(b) of the Bankruptcy Code will be subject to restrictions under

the Securities Act on its ability to resell those securities. Resale restrictions are discussed in more detail in Article XII of the Disclosure Statement, entitled "Certain Securities Law Matters."

SUBJECT TO THE TERMS AND CONDITIONS OF THE RIGHTS OFFERING PROCEDURES AND THE LINN BACKSTOP AGREEMENT IN THE CASE OF ANY LINN BACKSTOP PARTY, ALL SUBSCRIPTIONS SET FORTH IN THE APPLICABLE BENEFICIAL HOLDER SUBSCRIPTION FORM(S) ARE IRREVOCABLE.

2. Subscription Period

The Rights Offerings will commence on the Subscription Commencement Date and will expire at the Subscription Expiration Deadline. Each Eligible Holder intending to purchase Rights Offering Shares in any Rights Offering must affirmatively elect to exercise its LINN Rights in the manner set forth in the applicable Subscription Form by the Subscription Expiration Deadline.

Any exercise of LINN Unsecured Rights by an Eligible Unsecured Holder after the Subscription Expiration Deadline will not be allowed and any purported exercise received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored, except that the Company shall have the discretion, with the consent of the members of the Steering Committee of the Ad Hoc Group of Unsecured Noteholders holding more than sixty-six and two-thirds percent (66-2/3%) of the Allowed LINN Unsecured Notes Claims held by all members of the Steering Committee of the Ad Hoc Group of Unsecured Noteholders at the time of the relevant determination (the "Unsecured Requisite Commitment Parties"), to allow any exercise of LINN Unsecured Rights after the Subscription Expiration Deadline.

Any exercise of LINN Secured Rights by an Eligible Secured Holder after the Subscription Expiration Deadline will not be allowed and any purported exercise received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored, except that the Company shall have the discretion, with the consent of the members of the Steering Committee of the Ad Hoc Group of Secured Noteholders holding more than sixty-six and two-thirds percent (66-2/3%) of the Allowed LINN Second Lien Notes Claims held by all members of the Steering Committee of the Ad Hoc Group of Secured Noteholders at the time of the relevant determination (the "Secured Requisite Commitment Parties" and together with the Unsecured Requisite Commitment Parties, the "Requisite Commitment Parties"), to allow any exercise of LINN Secured Rights after the Subscription Expiration Deadline.

The Subscription Expiration Deadline may be extended with the consent of the Requisite Commitment Parties, or as required by law.

3. Delivery of Subscription Documents

Each Eligible Holder may exercise all or any portion of such Eligible Holder's LINN Rights, but subject to the terms and conditions contained herein. In order to facilitate the exercise of the LINN Rights, beginning on the Subscription Commencement Date, the applicable Subscription Form and these Rights Offering Procedures will be sent to each Eligible Holder, together with appropriate instructions for the proper completion, due execution and timely delivery of the executed Subscription Form and the payment of the applicable aggregate Purchase Price for its Rights Offering Shares.

4. Exercise of LINN Rights

(a) In order to validly exercise its LINN Rights, each Eligible Holder that is not a LINN Backstop Party must:

i. return duly completed and executed applicable Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent or its Nominee, as applicable, so that, if applicable, such documents may be transmitted to the Subscription Agent by the Nominee, so that such documents are actually received by the Subscription Agent by the Subscription Expiration Deadline; and

ii. at the same time it returns its Beneficial Holder Subscription Form(s) to its Nominee, but in no event later than the Subscription Expiration Deadline, pay, or arrange for the payment by its Nominee of, the applicable Purchase Price to the Subscription Agent by wire transfer **ONLY** of immediately available funds in accordance with the instructions included in the applicable Beneficial Holder Subscription Form(s).

(b) In order to validly exercise its LINN Rights, each Eligible Holder that is a LINN Backstop Party must:

i. return duly completed and executed applicable Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent or its Nominee, as applicable so that, if applicable, such documents may be transmitted to the Subscription Agent by the Nominee, so that such documents are actually received by the Subscription Agent by the Subscription Expiration Deadline; and

ii. no later than the Backstop Funding Deadline, pay the applicable Purchase Price to the Subscription Agent or to the escrow account established and maintained by a third party satisfactory to the LINN Backstop Parties and the Company (the "Escrow Account")[2] by wire transfer **ONLY** of immediately available funds in accordance with the wire instructions included in the Funding Notice.

[2] NTD: BCA Parties to select an escrow agent prior to launch of the rights offerings

ALL LINN BACKSTOP PARTIES MUST PAY THEIR APPLICABLE PURCHASE PRICE DIRECTLY TO THE SUBSCRIPTION AGENT OR TO THE ESCROW ACCOUNT, AS APPLICABLE, AND SHOULD NOT PAY THEIR NOMINEE(S).

(c) With respect to 4(a) and (b) above, each Eligible Holder must duly complete, execute and return the applicable Beneficial Holder Subscription Form(s) in accordance with the instructions herein to its Nominee in sufficient time to allow its Nominee to process its instructions and deliver to the Subscription Agent the Master Subscription Form, its completed Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), and, solely with respect to the Eligible Holders that are not LINN Backstop Parties, payment of the applicable Purchase Price, payable for the Rights Offering Shares elected to be purchased by such Eligible Holder, by the Subscription Expiration Deadline. Eligible Holders that are LINN Backstop Parties must deliver their payment of the applicable Purchase Price payable for the Rights Offering Shares elected to be purchased by such LINN Backstop Party directly to the Subscription Agent or to the Escrow Account, as applicable, no later than the Backstop Funding Deadline.

(d) In the event that the funds received by the Subscription Agent or the Escrow Account, as applicable, from any Eligible Holder do not correspond to the Purchase Price payable for the Rights Offering Shares elected to be purchased by such Eligible Holder, the number of the Rights Offering Shares deemed to be purchased by such Eligible Holder will be the lesser of (a) the number of the Rights Offering Shares elected to be purchased by such Eligible Holder and (b) a number of the Rights Offering Shares determined by dividing the amount of the funds received by the Purchase Price, in each case up to such Eligible Holder's *pro rata* portion of Rights Offering Shares.

(e) The cash paid to the Subscription Agent in accordance with these Rights Offering Procedures will be deposited and held by the Subscription Agent in a segregated account until released to the Debtors in connection with the settlement of the Rights Offerings on the Effective Date. The Subscription Agent may not use such cash for any other purpose prior to the Effective Date and may not encumber or permit such cash to be encumbered with any lien or similar encumbrance. The cash held by the Subscription Agent hereunder shall not be deemed part of the Debtors' bankruptcy estates.

5. Transfer Restriction; Revocation

The LINN Rights are not transferable, except as permitted by the LINN Backstop Agreement (with respect to the LINN Backstop Parties) or as agreed to by the Company and the Requisite Commitment Parties. If any LINN Rights are transferred by an Eligible Holder in contravention of the foregoing, the LINN Rights will be cancelled, and neither such Eligible Holder nor the purported transferee will receive any Rights Offering Shares otherwise purchasable on account of such transferred LINN Rights. Any Notes traded after the Record

Date will not be traded with the LINN Rights attached.

Once an Eligible Holder has properly exercised its LINN Rights, subject to the terms and conditions contained in these Rights Offering Procedures and the LINN Backstop Agreement in the case of any LINN Backstop Party, such exercise will be irrevocable.

6. Termination/Return of Payment

Unless the Effective Date has occurred, the Rights Offerings will be deemed automatically terminated without any action of any party upon the earlier of (i) termination of the Plan or rejection of the Plan by all classes entitled to vote, (ii) termination of the Restructuring Support Agreement in accordance with its terms, (iii) termination of the LINN Backstop Agreement in accordance with its terms and (iv) the Outside Date (as defined in the LINN Backstop Agreement) (as such date may be extended pursuant to the terms of the LINN Backstop Agreement). In the event the Rights Offerings are terminated, any payments received pursuant to these Rights Offering Procedures will be returned, without interest, to the applicable Eligible Holder as soon as reasonably practicable, but in any event, within six (6) Business Days after the date of termination.

7. Settlement of the Rights Offerings and Distribution of the Rights Offering Shares

The settlement of the Rights Offerings is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Rights Offering Procedures, and the simultaneous occurrence of the Effective Date. The Debtors intend that the Rights Offering Shares will be issued to the Eligible Holders and/or to any party that an Eligible Holder so designates in the Beneficial Holder Subscription Form(s), in book-entry form, and that DTC, or its nominee, will be the holder of record of such Rights Offering Shares. To the extent DTC is unwilling or unable to make the Rights Offering Shares eligible on the DTC system, the Rights Offering Shares will be issued directly to the Eligible Holder or its designee.

8. Fractional Shares

No fractional rights or Rights Offering Shares will be issued in the Rights Offerings. All share allocations (including each Eligible Holder's Rights Offering Shares) will be calculated and rounded down to the nearest whole share.

9. Validity of Exercise of LINN Rights

All questions concerning the timeliness, viability, form and eligibility of any exercise of LINN Rights will be determined in good faith by the Debtors in consultation with the Requisite Commitment Parties, and, if necessary, subject to a final and binding determination by the Bankruptcy Court. The Debtor, with the consent of the Requisite Commitment Parties, may waive or reject any defect or irregularity in, or permit such defect or irregularity to be corrected within such time as they may determine in good faith, the purported exercise of any LINN Rights. Subscription Forms will be deemed not to have been received or accepted until all

irregularities have been waived or cured within such time as the Debtors determine in good faith in consultation with the Requisite Commitment Parties.

Before exercising any LINN Rights, Eligible Holders should read the Disclosure Statement and the Plan for information relating to the Debtors and the risk factors to be considered.

All calculations, including, to the extent applicable, the calculation of (a)(i) the value of any Eligible Unsecured Holder's Allowed LINN Unsecured Notes Claims for the purposes of the Unsecured Rights Offering and (ii) any Eligible Unsecured Holder's Unsecured Rights Offering Shares, shall be made in good faith by the Company with the consent of the Unsecured Requisite Commitment Parties and (b)(i) the value of any Eligible Secured Holder's Allowed LINN Secured Notes Claims for the purposes of the Secured Rights Offering and (ii) any Eligible Secured Holder's Secured Rights Offering Shares, shall be made in good faith by the Company with the consent of the Secured Requisite Commitment Parties and in each case in accordance with any Claim amounts included in the Plan, and any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court.

10. Modification of Procedures

With the prior written consent of the Requisite Commitment Parties, the Debtors reserve the right to modify these Rights Offering Procedures, or adopt additional procedures consistent with these Rights Offering Procedures to effectuate the Rights Offerings and to issue the Rights Offering Shares, provided, however, that the Debtors shall provide prompt written notice to each Eligible Holder of any material modification to these Rights Offering Procedures made after the Subscription Commencement Date, provided further that any amendments or modifications to the terms of the Rights Offerings are subject to the provisions of Section 10.7 of the LINN Backstop Agreement. In so doing, and subject to the consent of the Requisite Commitment Parties, the Debtors may execute and enter into agreements and take further action that the Debtors determine in good faith is necessary and appropriate to effectuate and implement the Rights Offerings and the issuance of the Rights Offering Shares.

The Debtors shall undertake reasonable procedures to confirm that each participant in the Rights Offerings is in fact an Eligible Holder.

11. Inquiries And Transmittal of Documents; Subscription Agent

The Rights Offering Instructions for Eligible Holders attached hereto should be carefully read and strictly followed by the Eligible Holders.

Questions relating to the Rights Offerings should be directed to the Subscription Agent via email to linnballots@primeclerk.com (please reference "LINN Rights Offering" in the subject line) or at the following phone number: (844) 794-3479.

The risk of non-delivery of all documents and payments to the Subscription Agent, the Escrow Account and any Nominee is on the Eligible Holder electing to exercise its LINN Rights and not the Debtors, the Subscription Agent, or the LINN Backstop Parties.

LINN ENERGY, LLC,
ON BEHALF OF AN ENTITY TO BE FORMED LATER

RIGHTS OFFERING INSTRUCTIONS FOR ELIGIBLE HOLDERS

Terms used and not defined herein shall have the meaning assigned to them in the Plan.

To elect to participate in the Rights Offerings, you must follow the instructions set out below:

1. **Insert** the principal amount of the Allowed LINN Unsecured Notes Claims or Allowed LINN Second Lien Notes Claims, as applicable, that you held as of the Record Date in Item 1 of your applicable Beneficial Holder Subscription Form(s) (if you do not know such amount, please contact your Nominee immediately).

2. **Complete** the calculation in Item 2a of your applicable Beneficial Holder Subscription Form(s), which calculates the maximum number of Rights Offering Shares available for you to purchase. Such amount must be rounded down to the nearest whole share.

3. **Complete** the calculation in Item 2b of your applicable Beneficial Holder Subscription Form(s) to indicate the number of Rights Offering Shares that you elect to purchase and calculate the aggregate Purchase Price for the Rights Offering Shares that you elect to purchase.

4. **Confirm** whether you are a LINN Backstop Party pursuant to the representation in Item 3 of your applicable Beneficial Holder Subscription Form(s). (*This section is only for LINN Backstop Parties, each of whom is aware of their status as a LINN Backstop Party*).

5. **Read, complete and sign** the certification in Item 5 of your applicable Beneficial Holder Subscription Form(s). Such execution shall indicate your acceptance and approval of the terms and conditions set forth in these Rights Offering Procedures.

6. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.

7. **Return** your applicable signed Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to your Nominee in sufficient time to allow your Nominee to process your instructions and prepare and deliver the Master Subscription Form to the Subscription Agent by the Subscription Expiration Deadline.

8. **Arrange for full payment** of the aggregate Purchase Price by wire transfer of immediately available funds, calculated in accordance with Item 2b of your applicable Beneficial Holder Subscription Form(s). For Eligible Holders that are not LINN Backstop Parties, please instruct your Nominee to coordinate payment of the Purchase

Price and transmit and deliver such payment to the Subscription Agent by the Subscription Expiration Deadline. An Eligible Holder that is not a LINN Backstop Party should follow the payment instructions as provided in the Master Subscription Form. Any LINN Backstop Party should follow the payment instructions that will be provided in the Funding Notice, except to the extent of any aggregate Purchase Price previously paid by such Eligible Holder to the Subscription Agent or the Escrow Account in accordance with the terms of the LINN Backstop Agreement.

The Subscription Expiration Deadline is 4:00 p.m. Central Time on [•], 2016.

Please note that the Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by your broker, bank, commercial bank, transfer agent, trust company, dealer, or other agent or nominee (as applicable, the "Nominee") in sufficient time to allow such Nominee to process and deliver the Master Subscription Form to the Subscription Agent, by the Subscription Expiration Deadline, along with the appropriate funding (with respect to Eligible Holders that are not LINN Backstop Parties) or the subscription represented by your applicable Beneficial Holder Subscription Form(s) will not be counted and you will be deemed forever to have relinquished and waived your right to participate in the Rights Offerings.

Eligible Holders that are LINN Backstop Parties must deliver the appropriate funding directly to the Subscription Agent or to the Escrow Account, as applicable, pursuant to the Funding Notice (except to the extent of any funding previously provided by any such Eligible Holder to the Subscription Agent or the Escrow Account in accordance with the terms of the LINN Backstop Agreement) no later than the Backstop Funding Deadline.

Exhibit B-1

Steering Committee of Ad Hoc Group of Unsecured Noteholders

[Redacted]

Exhibit B-2

Steering Committee of Ad Hoc Group of Secured Noteholders

[Redacted]

Exhibit C

Form of Transfer Notice

TRANSFER NOTICE

[●], 2016

BY EMAIL

Linn Energy, LLC
JPMorgan Chase Tower
600 Travis St #5100
Houston, TX 77002
Attn: Candice Wells
E-mail address: cwells@linnenergy.com

with copies to:

O'Melveny & Myers LLP
7 Times Square
New York, NY 10036
Attn: John Rapisardi, Esq.
Joseph Zujkowski, Esq.
E-mail addresses: jrapisardi@omm.com
jzujkowski.com

Milbank, Tweed, Hadley & McCloy LLP
28 Liberty Street
New York, NY 10005
Attn: Brian Kelly, Esq.
Michael W. Price, Esq.
E-mail addresses: bkelly@milbank.com
mprice@milbank.com

Kirkland & Ellis LLP
610 Lexington Avenue
New York, NY 10022
601 Lexington Avenue
New York, New York 10022,
Attn: Paul Basta, P.C.
Stephen E. Hessler, P.C.
Brian Lennon, Esq.
E-mail addresses: paul.basta@kirkland.com
stephen.hessler@kirkland.com
brian.lennon@kirkland.com

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attn: Alexandra Schwarzman, Esq.
E-mail address: alexandra.schwarzman@kirkland.com

Ladies and Gentlemen:

Re: Transfer Notice Under Backstop Commitment Agreement

Reference is hereby made to that certain Backstop Commitment Agreement, dated as of October 25, 2016 (the "Backstop Commitment Agreement"), by and between the Debtors and the Commitment Parties thereto. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Backstop Commitment Agreement.

The purpose of this notice ("Notice") is to advise you, pursuant to Section 2.6 of the Backstop Commitment Agreement, of the proposed transfer by [●] ("Transferor") to [●] ("Transferee") of a [Secured][Unsecured] Backstop Commitment representing [●]% of the aggregate Backstop Commitment of all Commitment Parties as of the date hereof, which represents $[●] of the Transferor's [Secured][Unsecured] Backstop Commitment (or [●]% of the aggregate [Secured][Unsecured] Backstop Commitment of all [Secured][Unsecured] Commitment Parties). [Transferor also proposes to transfer $[●] aggregate principal amount of [Linn Second Lien Notes][LINN Unsecured Notes] (as defined in the RSA (as defined below)) to Transferee.] [Transferee is not currently a party to (i) the Backstop Commitment Letter, (ii) that certain Settlement Agreement dated as of April 4, 2016 (the "Settlement Agreement"), or (iii) that certain Restructuring Support Agreement dated October 7, 2016 (the "RSA").][OR][The Transferee represents to the Debtors and the Transferor that it is a Commitment Party under the Backstop Commitment Agreement.]

[By signing this Notice below, Transferee represents to the Debtors and the Transferor that it will execute and deliver a joinder to the Backstop Commitment Agreement and Settlement Agreement and an RSA Transfer Agreement.] [In addition, by countersigning this Notice, the Debtors agree that they have determined, in their reasonable discretion and after due inquiring and investigation, that the Transferee [is reasonably capable of fulfilling its obligations under the Backstop Commitment Agreement and that the Transferee is not required to deposit any amounts with an agent of the Debtors or into an escrow account in order to satisfy the Backstop Commitment proposed to be transferred to the Transferee][OR][shall deposit with an agent of the Company or into an escrow account, under arrangements satisfactory to the Company, funds sufficient, in the Company's reasonably discretion, to satisfy such Transferee's Backstop Commitment].

This Notice shall serve as a transfer notice in accordance with the terms of the Backstop Commitment Agreement, Settlement Agreement and RSA. Please acknowledge receipt of this Notice delivered in accordance with Section 2.6 of the Backstop Commitment Agreement by returning a countersigned copy of this Notice to Milbank, Tweed, Hadley & McCloy LLP and O'Melveny & Myers LLP via the contact information set forth above.

TRANSFEROR:

[●]

By: _____
Name:
Title:

TRANSFEREE:

[●]

By: _____
Name:
Title:

Acknowledged and agreed to by and on behalf of the Debtors:

LINN ENERGY LLC, as a Debtor

By: _____
Name:
Title:

Exhibit D

Form of Joinder Agreement

JOINDER AGREEMENT

This joinder agreement (the "Joinder Agreement") to Backstop Commitment Agreement dated October 25, 2016 (as amended, supplemented or otherwise modified from time to time, the "BCA"), between the Debtors (as defined in the BCA) and the Commitment Parties (as defined in the BCA) is executed and delivered by _____ (the "Joining Party") as of _____, 2016 (the "Joinder Date"). Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the BCA.

Agreement to be Bound. The Joining Party hereby agrees to be bound by all of the terms of the BCA, a copy of which is attached to this Joinder Agreement as Annex I (as the same has been or may be hereafter amended, restated or otherwise modified from time to time in accordance with the provisions hereof). The Joining Party shall hereafter be deemed to be an "Commitment Party" for all purposes under the BCA.

Representations and Warranties. The Joining Party hereby severally and not jointly makes the representations and warranties of the Commitment Parties set forth in Section 5 of the BCA to the Debtors as of the date of this Joinder Agreement.

Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of New York without application of any choice of law provisions that would require the application of the laws of another jurisdiction.

[*Signature pages follow*.]

IN WITNESS WHEREOF, the Joining Party has caused this Joinder Agreement to be executed as of the Joinder Date.

JOINING PARTY

[COMMITMENT PARTY], by and on behalf of certain of its and its affiliates' managed funds and/or accounts

By:_____
Name:
Title:

[Secured][Unsecured] Backstop Commitment Holdings:

_____

Holdings of Unsecured Notes:

_____

Holdings of Secured Notes:

_____

AGREED AND ACCEPTED AS OF THE JOINDER DATE:

LINN ENERGY, LLC, as Debtor

By:_____
Name:
Title:

Exhibit E

Form of Restructuring Support Agreement Transfer Agreement

Transfer Agreement

The undersigned ("Transferee") hereby acknowledges that it has read and understands the Restructuring Support Agreement dated as of October 7, 2016 (the "Agreement"),[1] by and among the Company and the Consenting Creditors, including the transferor to the Transferee of any Claims (each such transferor, a "Transferor"), and shall be deemed a "Consenting Creditor," under the terms of the Agreement and agrees to be bound by (a) the terms and conditions of the Agreement to the extent the Transferor was thereby bound and (b) any direction letters provided by the Consenting Creditor to any agent or trustee. The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer.

Date Executed:

_____

Name:
Title:

Address:

E-mail address(es):
Telephone:
Facsimile:

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Type	$[____]

[1] Capitalized terms not used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.