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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 12)***

ENERGEN CORPORATION
(Name of Issuer)

COMMON STOCK, \$0.01 PAR VALUE
(Title of Class of Securities)

29265N108
(CUSIP Number)

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(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

May 20, 2018
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act

of 1934 (“Act”) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	Name of Reporting Person: CORVEX MANAGEMENT LP
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC Use Only:
4.	Source of Funds (See Instructions): AF
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
6.	Citizenship or Place of Organization: DELAWARE
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power: 8,460,474*
	8. Shared Voting Power: 0
	9. Sole Dispositive Power: 5,710,474*
	10. Shared Dispositive Power: 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 8,460,474*
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11): 8.7%
14.	Type of Reporting Person (See Instructions): PN, IA

* See Items 4 and 5.

1.	Name of Reporting Person: KEITH MEISTER
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC Use Only:
4.	Source of Funds (See Instructions): AF
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
6.	Citizenship or Place of Organization: United States
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power: 8,460,474*
	8. Shared Voting Power: 0
	9. Sole Dispositive Power: 5,710,474*
	10. Shared Dispositive Power: 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 8,460,474*
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11): 8.7%
14.	Type of Reporting Person (See Instructions): IN, HC

* See Items 4 and 5.

1.	Name of Reporting Person: HIGH RIVER LIMITED PARTNERSHIP	
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only:	
4.	Source of Funds (See Instructions): WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 250,000*
	8.	Shared Voting Power: 0
	9.	Sole Dispositive Power: 800,000*
	10.	Shared Dispositive Power: 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 800,000*	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 0.8%	
14.	Type of Reporting Person (See Instructions): PN	

* See Items 4 and 5.

1.	Name of Reporting Person: HOPPER INVESTMENTS, LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only:	
4.	Source of Funds (See Instructions): OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 0
	8.	Shared Voting Power: 250,000*
	9.	Sole Dispositive Power: 0
	10.	Shared Dispositive Power: 800,000*
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 800,000*	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 0.8%	
14.	Type of Reporting Person (See Instructions): OO	

* See Items 4 and 5.

1.	Name of Reporting Person: BARBERRY CORP.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only:	
4.	Source of Funds (See Instructions): OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 0
	8.	Shared Voting Power: 250,000*
	9.	Sole Dispositive Power: 0
	10.	Shared Dispositive Power: 800,000*
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 800,000*	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 0.8%	
14.	Type of Reporting Person (See Instructions): CO	

* See Items 4 and 5.

1.	Name of Reporting Person: ICAHN PARTNERS MASTER FUND LP	
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only:	
4.	Source of Funds (See Instructions): WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 406,960*
	8.	Shared Voting Power: 0
	9.	Sole Dispositive Power: 1,302,273*
	10.	Shared Dispositive Power: 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 1,302,273*	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 1.3%	
14.	Type of Reporting Person (See Instructions): PN	

* See Items 4 and 5.

1.	Name of Reporting Person: ICAHN OFFSHORE LP	
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only:	
4.	Source of Funds (See Instructions): OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 0
	8.	Shared Voting Power: 406,960*
	9.	Sole Dispositive Power: 0
	10.	Shared Dispositive Power: 1,302,273*
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 1,302,273*	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 1.3%	
14.	Type of Reporting Person (See Instructions): PN	

* See Items 4 and 5.

1.	Name of Reporting Person: ICAHN PARTNERS LP	
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only:	
4.	Source of Funds (See Instructions): WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 593,040*
	8.	Shared Voting Power: 0
	9.	Sole Dispositive Power: 1,897,727*
	10.	Shared Dispositive Power: 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 1,897,727*	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 2.0%	
14.	Type of Reporting Person (See Instructions): PN	

* See Items 4 and 5.

1.	Name of Reporting Person: ICAHN ONSHORE LP	
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only:	
4.	Source of Funds (See Instructions): OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 0
	8.	Shared Voting Power: 593,040*
	9.	Sole Dispositive Power: 0
	10.	Shared Dispositive Power: 1,897,727*
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 1,897,727*	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 2.0%	
14.	Type of Reporting Person (See Instructions): PN	

* See Items 4 and 5.

1.	Name of Reporting Person: ICAHN CAPITAL LP	
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only:	
4.	Source of Funds (See Instructions): OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 0
	8.	Shared Voting Power: 1,000,000*
	9.	Sole Dispositive Power: 0
	10.	Shared Dispositive Power: 3,200,000*
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 3,200,000*	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 3.3%	
14.	Type of Reporting Person (See Instructions): PN	

* See Items 4 and 5.

1.	Name of Reporting Person: IPH GP LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only:	
4.	Source of Funds (See Instructions): OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 0
	8.	Shared Voting Power: 1,000,000*
	9.	Sole Dispositive Power: 0
	10.	Shared Dispositive Power: 3,200,000*
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 3,200,000*	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 3.3%	
14.	Type of Reporting Person (See Instructions): OO	

* See Items 4 and 5.

1.	Name of Reporting Person: ICAHN ENTERPRISES HOLDINGS L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only:	
4.	Source of Funds (See Instructions): OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 0
	8.	Shared Voting Power: 1,000,000*
	9.	Sole Dispositive Power: 0
	10.	Shared Dispositive Power: 3,200,000*
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 3,200,000*	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 3.3%	
14.	Type of Reporting Person (See Instructions): PN	

* See Items 4 and 5.

1.	Name of Reporting Person: ICAHN ENTERPRISES GP INC.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only:	
4.	Source of Funds (See Instructions): OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 0
	8.	Shared Voting Power: 1,000,000*
	9.	Sole Dispositive Power: 0
	10.	Shared Dispositive Power: 3,200,000*
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 3,200,000*	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 3.3%	
14.	Type of Reporting Person (See Instructions): CO	

* See Items 4 and 5.

1.	Name of Reporting Person: BECKTON CORP.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only:	
4.	Source of Funds (See Instructions): OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 0
	8.	Shared Voting Power: 1,000,000*
	9.	Sole Dispositive Power: 0
	10.	Shared Dispositive Power: 3,200,000*
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 3,200,000*	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 3.3%	
14.	Type of Reporting Person (See Instructions): CO	

* See Items 4 and 5.

1.	Name of Reporting Person: CARL C. ICAHN
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC Use Only:
4.	Source of Funds (See Instructions): OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
6.	Citizenship or Place of Organization: United States
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power: 0
	8. Shared Voting Power: 1,250,000*
	9. Sole Dispositive Power: 0
	10. Shared Dispositive Power: 4,000,000*
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 4,000,000*
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11): 4.1%
14.	Type of Reporting Person (See Instructions): IN

* See Items 4 and 5.

This Amendment No. 12 supplements the information set forth in the Schedule 13D filed by Corvex Management LP and Keith Meister with the United States Securities and Exchange Commission (the “SEC”) on May 31, 2017, as previously amended (the “Schedule 13D”), relating to the shares of common stock, par value \$0.01 per share (the “Shares”), of Energen Corporation, an Alabama corporation (the “Issuer”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Schedule 13D.

The information set forth in response to each separate Item below shall be deemed to be a response to all Items where such information is relevant. The Schedule 13D is supplementally amended as follows.

Item 2. Identity and Background

This statement on Schedule 13D is filed jointly by the following entities and persons, all of whom are together referred to herein as the “Reporting Persons”:

(a) Corvex Management LP, a Delaware limited partnership (“Corvex”), and Keith Meister, a U.S. citizen (collectively, the “Corvex Persons”). This statement relates to Shares held for the accounts of certain private investment funds for which Corvex acts as investment adviser, including Corvex Master Fund, LP and Corvex Select Equity Master Fund LP, each a Cayman Islands limited partnership, the general partner of each of which is controlled by Mr. Meister (collectively, the “Corvex Funds”). The general partner of Corvex is controlled by Mr. Meister. The principal business of Corvex is serving as the investment adviser of private investment funds, whose principal business is investing in securities. Mr. Meister’s principal occupation is serving as the Managing Partner of Corvex. The principal business address of each of Corvex and Mr. Meister is 667 Madison Avenue, New York, NY 10065.

(b) High River Limited Partnership, a Delaware limited partnership (“High River”), Hopper Investments LLC, a Delaware limited liability company (“Hopper”), Barberry Corp., a Delaware corporation (“Barberry”), Icahn Partners Master Fund LP, a Delaware limited partnership (“Icahn Master”), Icahn Offshore LP, a Delaware limited partnership (“Icahn Offshore”), Icahn Partners LP, a Delaware limited partnership (“Icahn Partners”), Icahn Onshore LP, a Delaware limited partnership (“Icahn Onshore”), Icahn Capital LP, a Delaware limited partnership (“Icahn Capital”), IPH GP LLC, a Delaware limited liability company (“IPH”), Icahn Enterprises Holdings L.P., a Delaware limited partnership (“Icahn Enterprises Holdings”), Icahn Enterprises G.P. Inc., a Delaware corporation (“Icahn Enterprises GP”), Beckton Corp., a Delaware corporation (“Beckton”), and Carl C. Icahn, a citizen of the United States of America (collectively, the “Icahn Persons”).

The principal business address of each of (i) High River, Hopper, Barberry, Icahn Offshore, Icahn Partners, Icahn Master, Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP and Beckton is White Plains Plaza, 445 Hamilton Avenue - Suite 1210, White Plains, NY 10601, and (ii) Mr. Icahn is c/o Icahn Associates Holding LLC, 767 Fifth Avenue, 47th Floor, New York, NY 10153.

Barberry is the sole member of Hopper, which is the general partner of High River. Icahn Offshore is the general partner of Icahn Master. Icahn Onshore is the general partner of Icahn Partners. Icahn Capital is the general partner of each of Icahn Offshore and Icahn Onshore. Icahn Enterprises Holdings is the sole member of IPH, which is the general partner of Icahn Capital. Beckton is the sole stockholder of Icahn Enterprises GP, which is the general partner of Icahn Enterprises Holdings. Carl C. Icahn is the sole stockholder of each of Barberry and Beckton. As such, Mr. Icahn is in a position indirectly to determine the investment and voting decisions made by each of the Reporting Persons. In addition, Mr. Icahn is the indirect holder of approximately 91.3% of the outstanding depository units representing limited partnership interests in Icahn Enterprises L.P. (“Icahn Enterprises”). Icahn Enterprises GP is the general partner of Icahn Enterprises, which is the sole limited partner of Icahn Enterprises Holdings.

Each of High River and Barberry is primarily engaged in the business of investing in securities. Hopper is primarily engaged in the business of serving as the general partner of High River. Each of Icahn Master and Icahn Partners is primarily engaged in the business of investing in securities. Icahn Offshore is primarily engaged in the business of serving as the general partner of Icahn Master. Icahn Onshore is primarily engaged in the business of serving as the general partner of Icahn Partners. Icahn Capital is primarily engaged in the business of serving as the general partner of each of Icahn Offshore and Icahn Onshore. IPH is primarily engaged in the business of serving as the general partner of Icahn Capital. Icahn Enterprises Holdings is primarily engaged in the business of holding direct or

indirect interests in various operating businesses. Icahn Enterprises GP is primarily engaged in the business of serving as the general partner of each of Icahn Enterprises and Icahn Enterprises Holdings. Beckton is primarily engaged in the business of holding the capital stock of Icahn Enterprises GP.

Carl C. Icahn's present principal occupation or employment is serving as (i) Chief Executive Officer of Icahn Capital LP, a wholly owned subsidiary of Icahn Enterprises, through which Mr. Icahn manages various private investment funds, including Icahn Partners and Icahn Master, (ii) Chairman of the Board of Icahn Enterprises GP, the general partner of Icahn Enterprises, a Nasdaq listed diversified holding company engaged in a variety of businesses, including investment management, metals, mining, energy, automotive, real estate, railcar, food packaging, gaming, and home fashion, and (iii) Chairman of the Board and a director of Starfire Holding Corporation ("Starfire"), a holding company engaged in the business of investing in and/or holding securities of various entities, and as Chairman of the Board and a director of various of Starfire's subsidiaries.

The name, citizenship, present principal occupation or employment and business address of each director and executive officer of the Icahn Persons are set forth in Schedule A attached hereto.

A joint filing agreement of the Reporting Persons is attached hereto as Exhibit 14.

During the last five years, none of the Reporting Persons nor any manager or executive officer of the Reporting Persons, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Information contained herein concerning each Corvex Person has been provided by each such Corvex Person and the Icahn Persons assume no responsibility for such information. Information contained herein concerning each Icahn Person has been provided by each such Icahn Person and the Corvex Persons assume no responsibility for such information.

Item 3. Source and Amount of Funds or Other Consideration

Corvex used the working capital of the Corvex Funds to purchase the 8,460,474 Shares reported herein. The total purchase price for the Shares reported as beneficially owned by the Corvex Persons was approximately \$450,567,100.

Corvex may effect purchases of securities through margin accounts maintained for the Corvex Funds with brokers, which extend margin credit as and when required to open or carry positions in their margin accounts, subject to applicable federal margin regulations, stock exchange rules and such firms' credit policies. Positions in Shares may be held in margin accounts and may be pledged as collateral security for the repayment of debit balances in such accounts.

The Icahn Persons may be deemed to be the beneficial owner of, in the aggregate, 4,000,000 Shares (including 2,000,000 Shares underlying the Option described in Item 4 below). Of such Shares, 2,000,000 Shares were purchased by the Icahn Persons collectively for an aggregate purchase price of \$129,680,000 and the exercise price to acquire the Shares underlying the Option will be \$134,740,000.

The source of funding for the Shares beneficially owned by the Icahn Persons (including Shares underlying the Option) was the general working capital of the respective purchasers. The Shares held by the Icahn Persons are held in margin accounts together with other securities. Such margin accounts may from time to time have debit balances. Part of the purchase price of such Shares was obtained through margin borrowing.

Item 4. Purpose of Transaction

On May 20, 2018, Corvex, Corvex Master Fund LP and Corvex Select Equity Master Fund LP (the "Corvex Parties") and High River Limited Partnership, Icahn Partners LP and Icahn Partners Master Fund (the "Icahn Group") entered into a Stock Purchase Agreement (the "Purchase Agreement") pursuant to which Icahn Group agreed to purchase an

aggregate of 2,000,000 Shares of the Issuer at a price of \$64.84 per Share from the Corvex Parties. Under the Purchase Agreement, 1,250,000 Shares will be purchased on the second trading day following execution of the Purchase Agreement and 750,000 Shares will be purchased on the earlier of (x) July 18, 2018 or (y) one business day following the receipt by the Icahn Group of clearance under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended. The foregoing description of the Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Purchase Agreement, which is attached hereto as Exhibit 15.

Also on May 20, 2018, the Corvex Parties and the Icahn Group entered into a Stock Option Agreement (the "Option Agreement") pursuant to which the Corvex Parties granted the Icahn Group an option (the "Option") to purchase an additional 2,000,000 Shares in the aggregate at a price of \$67.37 per Share. The Icahn Group may exercise the Option at any time from the date hereof through November 18, 2018. Prior to exercise of the Option, the Corvex Parties shall retain all incidents of ownership of the underlying Shares, including, without limitation, all voting rights, and the Icahn Group shall not have the right, and shall not, direct the voting of any Shares prior to the exercise of the Option. The Corvex Parties shall hold for the benefit of the Icahn Group and deliver to the Icahn Group upon the exercise of the Option, any and all dividends or other distributions with respect to the Shares (whether payable in cash, securities or other assets) that are issued, paid, or as to which a record date is set while the Corvex Parties are holders of record, on or following the date of the Option Agreement. The foregoing description of the Option Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Option Agreement, which is attached hereto as Exhibit 16.

Except as noted above, there are no agreements between the Corvex Parties and the Icahn Group as to the voting, holding, acquisition or disposition of the Shares.

On March 7, 2018, the Issuer indicated via press release that its Board would promptly conduct an in-depth review, assisted by its financial advisers (J.P. Morgan and Tudor, Pickering, Holt & Co.), of the Issuer's business plan, competitive positioning, and potential strategic alternatives. The Reporting Persons believe the Issuer's securities are undervalued and may, subject to due diligence, have interest in joining with other parties to acquire the Issuer as part of the strategic initiatives process or otherwise.

The Reporting Persons intend to review their investment in the Issuer on a continuing basis and may from time to time and at any time in the future depending on various factors, including, without limitation, the Issuer's financial position and strategic direction, actions taken by the Board, price levels of the Shares, other investment opportunities available to the Reporting Persons, conditions in the securities market and general economic and industry conditions, take such actions with respect to their investments in the Issuer as they deem appropriate, which may include further discussions with the Issuer regarding matters previously disclosed in this Schedule 13D, as well as seeking direct discussions with, and changes or additions to, the Board. These actions may include, without limitation: (i) acquiring additional Shares and/or other equity, debt, notes, other securities, or derivative or other instruments that are convertible into Shares, or are based upon or relate to the value of the Shares or the Issuer (collectively, "Securities") in the open market or otherwise; (ii) disposing of any or all of their Securities in the open market or otherwise; (iii) engaging in any hedging or similar transactions with respect to the Securities; or (iv) proposing or considering one or more of the actions described in subsections (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer

(a)-(b) The Corvex Persons may be deemed to be the beneficial owner of 8,460,474 Shares, which represent approximately 8.7% of the Issuer's outstanding Shares. By virtue of his position as control person of the general partner of Corvex, Mr. Meister may be considered to beneficially own such Shares. The Corvex Persons may be deemed to have sole power to vote 8,460,474 Shares (subject to the closing pursuant to the Purchase Agreement described in Item 4) and sole power to dispose of 5,710,474 Shares.

The Icahn Persons may be deemed to beneficially own, in the aggregate, 4,000,000 Shares (including Shares underlying the Option described in Item 4 above), representing approximately 4.1% of the Issuer's outstanding Shares.

High River has sole voting power with regard to 250,000 Shares (subject to the closing pursuant to the Purchase Agreement described in Item 4) and sole dispositive power with regard to 800,000 Shares (including Shares underlying the Option). Each of Hopper, Barberry and Mr. Icahn has shared voting power and shared dispositive power with regard to such Shares. Icahn Master has sole voting power with regard to 406,960 Shares (subject to the closing pursuant to the Purchase Agreement described in Item 4) and sole dispositive power with regard to 1,302,273 Shares (including Shares underlying the Option). Each of Icahn Offshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn has shared voting power and shared dispositive power with regard to such Shares. Icahn Partners has sole voting power with regard to 593,040 Shares (subject to the closing pursuant to the Purchase Agreement described in Item 4) and sole dispositive power with regard to 1,897,727 Shares (including Shares underlying the Option). Each of Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn has shared voting power and shared dispositive power with regard to such Shares.

Each of Hopper, Barberry and Mr. Icahn, by virtue of their relationships to High River (as disclosed in Item 2), may be deemed to indirectly beneficially own (as that term is defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended, the "Act") the Shares which High River directly beneficially owns. Each of Hopper, Barberry and Mr. Icahn disclaims beneficial ownership of such Shares for all other purposes. Each of Icahn Offshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn, by virtue of their relationships to Icahn Master (as disclosed in Item 2), may be deemed to indirectly beneficially own (as that term is defined in Rule 13d-3 under the Act) the Shares which Icahn Master directly beneficially owns. Each of Icahn Offshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn disclaims beneficial ownership of such Shares for all other purposes. Each of Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn, by virtue of their relationships to Icahn Partners (as disclosed in Item 2), may be deemed to indirectly beneficially own (as that term is defined in Rule 13d-3 under the Act) the Shares which Icahn Partners directly beneficially owns. Each of Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn disclaims beneficial ownership of such Shares for all other purposes.

The Covex Persons and Icahn Persons collectively beneficially own approximately 9.9% of the Issuer's outstanding Shares.

The percentage calculated in the immediately foregoing paragraph and below is calculated based on a total of 97,429,584 Shares outstanding as of May 2, 2018, as reported in the Issuer's Quarterly Report on Form 10-Q filed with the SEC on May 9, 2018.

(c) Except as set forth in this Schedule 13D, there have been no transactions in the Shares during the sixty days prior to the date hereof by any of the Reporting Persons.

(d) The limited partners of (or investors in) each of the private investment funds for which Corvex or its affiliates acts as general partner and/or investment adviser have the right to participate in the receipt of dividends from, or proceeds from the sale of, the Shares held for the accounts of their respective funds in accordance with their respective limited partnership interests (or investment percentages) in their respective funds.

(e) Not applicable.

ITEM 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

The Purchase Agreement is filed as [Exhibit 15](#) hereto and is incorporated by reference herein.

The Option Agreement is filed as [Exhibit 16](#) hereto and is incorporated by reference herein.

Item 7. Material to be Filed as Exhibits

Exhibit 14 – Joint Filing Agreement.

Exhibit 15 – Stock Purchase Agreement, dated as of May 20, 2018, by and between Corvex Management LP, Corvex Master Fund LP and Corvex Select Equity Master Fund LP and High River Limited Partnership, Icahn Partners LP and Icahn Partners Master Fund LP.

Exhibit 16 – Stock Option Agreement, dated as of May 20, 2018, by and between Corvex Management LP, Corvex Master Fund LP and Corvex Select Equity Master Fund LP and High River Limited Partnership, Icahn Partners LP and Icahn Partners Master Fund LP.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: May 21, 2018

CORVEX MANAGEMENT LP

By: /s/ Keith Meister
Keith Meister
Managing Partner

KEITH MEISTER

By: /s/ Keith Meister
Keith Meister

ICAHN PARTNERS MASTER FUND LP

ICAHN OFFSHORE LP

ICAHN PARTNERS LP

ICAHN ONSHORE LP

BECKTON CORP.

HOPPER INVESTMENTS LLC

BARBERRY CORP.

HIGH RIVER LIMITED PARTNERSHIP

By: Hopper Investments LLC, general partner

By: Barberry Corp.

By: /s/ Edward E. Mattner
Name: Edward E. Mattner
Title: Authorized Signatory

ICAHN CAPITAL LP

By: IPH GP LLC, its general partner

By: Icahn Enterprises Holdings L.P., its sole member

By: Icahn Enterprises G.P. Inc.,
its general partner

IPH GP LLC

By: Icahn Enterprises Holdings L.P.,
its sole member

By: Icahn Enterprises G.P. Inc.,
its general partner

ICAHN ENTERPRISES HOLDINGS L.P.

By: Icahn Enterprises G.P. Inc.,
its general partner

ICAHN ENTERPRISES G.P. INC.

By: /s/ SungHwan Cho
Name: SungHwan Cho
Title: Chief Financial Officer

/s/ Carl C. Icahn
CARL C. ICAHN

SCHEDULE A

DIRECTORS AND EXECUTIVE OFFICERS OF THE ICAHN PERSONS

The following sets forth the name, position, and principal occupation of each director and executive officer of each of the Icahn Persons. Each such person is a citizen of the United States of America. Except as otherwise indicated, the business address of each director and officer is c/o Icahn Associates Holding LLC, 767 Fifth Avenue, 47th Floor, New York, New York 10153. To the best of the Icahn Persons' knowledge, except as set forth in this statement on Schedule 13D, none of the directors or executive officers of the Icahn Persons own any Shares.

ICAHN PARTNERS MASTER FUND LP

<u>Name</u>	<u>Position</u>
Icahn Offshore LP	General Partner
Carl C. Icahn	Chief Executive Officer
Keith Cozza	Chief Operating Officer
Anthony Canova	Chief Financial Officer
Irene March	Executive Vice President; Chief Compliance Officer
Edward E. Mattner	Authorized Signatory
Gail Golden	Authorized Signatory

ICAHN PARTNERS LP

<u>Name</u>	<u>Position</u>
Icahn Onshore LP	General Partner
Carl C. Icahn	Chief Executive Officer
Keith Cozza	Chief Operating Officer
Anthony Canova	Chief Financial Officer
Irene March	Executive Vice President; Chief Compliance Officer
Edward E. Mattner	Authorized Signatory
Gail Golden	Authorized Signatory

**ICAHN ONSHORE LP
ICAHN OFFSHORE LP**

<u>Name</u>	<u>Position</u>
Icahn Capital LP	General Partner
Carl C. Icahn	Chief Executive Officer
Keith Cozza	Chief Operating Officer
Anthony Canova	Chief Financial Officer
Irene March	Executive Vice President; Chief Compliance Officer
Edward E. Mattner	Authorized Signatory
Gail Golden	Authorized Signatory

ICAHN CAPITAL LP

<u>Name</u>	<u>Position</u>
IPH GP LLC	General Partner
Carl C. Icahn	Chief Executive Officer
Keith Cozza	Chief Operating Officer
Anthony Canova	Chief Financial Officer
Irene March	Executive Vice President; Chief Compliance Officer
Edward E. Mattner	Authorized Signatory
Gail Golden	Authorized Signatory

IPH GP LLC

<u>Name</u>	<u>Position</u>
Icahn Enterprises Holdings L.P.	Sole Member
Carl C. Icahn	Chief Executive Officer
Keith Cozza	Chief Operating Officer
Anthony Canova	Chief Financial Officer
Irene March	Executive Vice President; Chief Compliance Officer
Edward E. Mattner	Authorized Signatory
Gail Golden	Authorized Signatory

ICAHN ENTERPRISES HOLDINGS L.P.

<u>Name</u>	<u>Position</u>
Icahn Enterprises G.P. Inc.	General Partner

ICAHN ENTERPRISES G.P. INC.

<u>Name</u>	<u>Position</u>
Carl C. Icahn	Chairman
William A. Leidesdorf	Director
Jack G. Wasserman	Director
James L. Nelson	Director
Keith Cozza	Director; Chief Executive Officer
SungHwan Cho	Director; Chief Financial Officer
Peter Reck	Principal Accounting Officer; Secretary
Craig Pettit	Vice President of Tax Administration

BECKTON CORP.

<u>Name</u>	<u>Position</u>
Carl C. Iahn	Chairman of the Board; President
Jordan Bleznick	Vice President/Taxes
Edward E. Mattner	Authorized Signatory
Keith Cozza	Secretary; Treasurer
Irene March	Vice President
Rowella Asuncion-Gumabong	Vice President

HIGH RIVER LIMITED PARTNERSHIP

<u>Name</u>	<u>Position</u>
Hopper Investments LLC	General Partner

HOPPER INVESTMENTS LLC

<u>Name</u>	<u>Position</u>
Barberry Corp	Member
Edward E. Mattner	Authorized Signatory
Irene March	Vice President; Authorized Signatory
Rowella Asuncion-Gumabong	Vice President
Anthony Canova	Authorized Signatory

BARBERRY CORP.

<u>Name</u>	<u>Position</u>
Carl C. Iahn	Chairman of the Board; President
Gail Golden	Vice President; Authorized Signatory
Jordan Bleznick	Vice President/Taxes
Anthony Canova	Authorized Signatory
Irene March	Vice President; Authorized Signatory
Edward E. Mattner	Authorized Signatory
Keith Cozza	Secretary; Treasurer
Rowella Asuncion-Gumabong	Vice President

AGREEMENT
JOINT FILING OF SCHEDULE 13D

The undersigned hereby agree to jointly prepare and file with regulatory authorities this Schedule 13D and any future amendments thereto reporting each of the undersigned's beneficial ownership of securities of Energen Corporation, and hereby affirm that such Schedule 13D is being filed on behalf of each of the undersigned pursuant to and in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning him or it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the other, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

Dated: May 21, 2018

CORVEX MANAGEMENT LP

By: /s/ Keith Meister
Keith Meister
Managing Partner

KEITH MEISTER

By: /s/ Keith Meister
Keith Meister

ICAHN PARTNERS MASTER FUND LP

ICAHN OFFSHORE LP

ICAHN PARTNERS LP

ICAHN ONSHORE LP

BECKTON CORP.

HOPPER INVESTMENTS LLC

BARBERRY CORP.

HIGH RIVER LIMITED PARTNERSHIP

By: Hopper Investments LLC, general partner

By: Barberry Corp.

By: /s/ Edward E. Mattner
Name: Edward E. Mattner
Title: Authorized Signatory

ICAHN CAPITAL LP

By: IPH GP LLC, its general partner

By: Icahn Enterprises Holdings L.P., its sole member

By: Icahn Enterprises G.P. Inc., its general partner

IPH GP LLC

By: Icahn Enterprises Holdings L.P., its sole member

By: Icahn Enterprises G.P. Inc., its general partner

ICAHN ENTERPRISES HOLDINGS L.P.

By: Icahn Enterprises G.P. Inc., its general partner
ICAHN ENTERPRISES G.P. INC.

By: /s/ SungHwan Cho
Name: SungHwan Cho
Title: Chief Financial Officer

/s/ Carl C. Icahn
CARL C. ICAHN

STOCK PURCHASE AGREEMENT

dated as of May 20, 2018
by and between

CORVEX MANAGEMENT LP
CORVEX MASTER FUND LP and
CORVEX SELECT EQUITY MASTER FUND LP
and

HIGH RIVER LIMITED PARTNERSHIP
ICAHN PARTNERS LP and
ICAHN PARTNERS MASTER FUND LP

with respect to 2,000,000 shares of
common stock of

ENERGEN CORPORATION

This STOCK PURCHASE AGREEMENT, dated as of May 20, 2018, is made and entered into by and between HIGH RIVER LIMITED PARTNERSHIP, ICAHN PARTNERS LP, and ICAHN PARTNERS MASTER FUND LP (collectively, the “Icahn Group”), and CORVEX MANAGEMENT LP (“Corvex Management”), CORVEX MASTER FUND LP and CORVEX SELECT EQUITY MASTER FUND LP (collectively, the “Corvex Funds” and together with Corvex Management, “Corvex”). Capitalized terms not otherwise defined herein have the meanings set forth in Article IV.

WHEREAS, the Icahn Group desires to acquire from Corvex 2,000,000 shares of common stock, par value \$0.01 per share, of Energen Corporation (the “Shares”), on the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
SALE OF SHARES AND CLOSING

1.01 Purchase and Sale. In consideration of and subject to receipt by Corvex of one or more payments by the Icahn Group to Corvex as further described on Schedule A hereto, Corvex agrees to and hereby does sell to the Icahn Group, and the Icahn Group agrees to and hereby does purchase from Corvex, the Shares at the two closings contemplated in Section 1.02 below, on the terms set forth in this Agreement.

1.02 Closings. (a) Corvex Management will cause the Funds to, and the Funds will, deliver 1,250,000 Shares via DTC-book entry transfers from Corvex to the accounts of the Icahn Group as set forth on Schedule A hereto, against delivery of the applicable purchase price by wire transfer of immediately available funds to the Corvex accounts set forth on Schedule A, in a transaction to be closed not later than the close of trading on the 2nd NYSE trading day following the date hereof.

(b) Corvex Management will cause the Funds to, and the Funds will, deliver 750,000 Shares via DTC-book entry transfers from Corvex to the accounts of the Icahn Group as set forth on Schedule A hereto, against delivery of the applicable purchase price by wire transfer of immediately available funds to the Corvex accounts set forth on Schedule A (other such account or accounts as may be designated by Corvex prior to such time), in a transaction to be closed on the earlier of (x) July 18, 2018 or (y) one business day following the receipt by the Icahn Group of clearance under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the “HSR Act”).

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF CORVEX

Each member of Corvex severally and jointly only as to itself hereby represents and warrants to the Icahn Group, as of the date hereof and as of the date of each closing, as follows:

2.01 Existence of Corvex. Each member of Corvex is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization or incorporation. Each member of Corvex has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby, including without limitation to sell and transfer (pursuant to this Agreement) the Shares.

2.02 Authority. This Agreement has been duly and validly executed and delivered by Corvex and constitutes a legal, valid and binding obligation of Corvex, enforceable against Corvex in accordance with its terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

2.03 Shares. The Shares are owned beneficially by Corvex free and clear of all Liens (other than Liens (x) arising by operation of applicable securities laws and (y) that the applicable Holder may have created in favor of a prime broker under and in accordance with its prime brokerage agreement with such broker), and at the closing Corvex will transfer to the Icahn Group good and valid title to the Shares purchased thereby, free and clear of all Liens.

2.04 No Conflicts. The execution and delivery by Corvex of this Agreement does not, and the performance by Corvex of its obligations under this Agreement and the consummation of the transactions contemplated hereby will not:

(a) conflict with or result in a violation or breach of any of the terms, conditions or provisions of the organizational documents of Corvex or of the funds and accounts under its management; or

(b) conflict with or result in a violation or breach of any term or provision of any Contract, Law or Order applicable to Corvex, the funds and accounts under its management or any of the respective Assets and Properties except for violations or breaches that would not affect Corvex's ability to consummate the transactions contemplated hereby in any material respect.

2.05 Brokers. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out on behalf of Corvex directly with the Icahn Group without the intervention of any person on behalf of Corvex in such manner as to give rise to any valid claim by any person against the Icahn Group for a finder's fee, brokerage commission or similar payment.

2.06 Information. Corvex is not in possession of any material nonpublic information regarding Energen Corporation.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF ICAHN

Each member of the Icahn Group hereby represents and warrants to Corvex as follows:

3.01 Organization of the members of the Icahn Group. Each member of the Icahn Group is duly organized, validly existing and in good standing under the Laws of its jurisdictions of organization or incorporation. Each member of the Icahn Group has full authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby, including, without limitation, to buy (pursuant to this Agreement) the Shares.

3.02 Authority. This Agreement has been duly and validly executed and delivered by the Icahn Group and constitutes a legal, valid and binding obligation of the Icahn Group, enforceable against the Icahn Group in accordance with its terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

3.03 No Conflicts. The execution and delivery by the Icahn Group of this Agreement do not, and the performance by the Icahn Group of their obligations under this Agreement and the consummation of the transactions contemplated hereby will not:

(a) conflict with or result in a violation or breach of any of the terms, conditions or provisions of their organizational documents; or

(b) conflict with or result in a violation or breach of any term or provision of any Contract, Law or Order applicable to the Icahn Group or any of their Assets and Properties.

The Icahn Group will use its commercially reasonable efforts to obtain clearance under the HSR Act, and shall file, or cause to be filed, as promptly as practicable, any required notification and report forms under the HSR Act with the United States Federal Trade Commission and the Antitrust Division of the United States Department of Justice.

3.05 Brokers. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by the Icahn Group directly with Corvex without the intervention of any Person on behalf of the Icahn Group in such manner as to give rise to any valid claim by any Person against Corvex for a finder's fee, brokerage commission or similar payment.

ARTICLE IV
DEFINITIONS

4.01 Definitions.

(a) Defined Terms. As used in this Agreement, the following defined terms have the meanings indicated below:

“Agreement” means this Stock Purchase Agreement, as the same shall be amended from time to time.

“Assets and Properties” of any Person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, whether tangible or intangible, and wherever situated), including the goodwill related thereto, operated, owned or leased by such Person.

“Contract” means any agreement, lease, license, evidence of indebtedness, mortgage, indenture, security agreement or other contract.

“Icahn Group” has the meaning ascribed to it in the forepart of this Agreement.

“Laws” means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States or any state, county, city or other political subdivision or of any governmental or regulatory authority.

“Liens” means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, or any conditional sale Contract, title retention Contract or other Contract to give any of the foregoing.

“Corvex” has the meaning ascribed to it in the forepart of this Agreement.

“Person” means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or governmental or regulatory authority.

“Shares” has the meaning ascribed to it in the forepart of this Agreement.

ARTICLE V
MISCELLANEOUS

5.01 Entire Agreement. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof. Except as set forth herein, there are no contracts, arrangements, understandings or relationships (legal or otherwise) between the parties with respect to any securities of Energen Corporation.

5.02 Expenses. Each party will pay its own costs and expenses incurred in connection with the negotiation, execution and closing of this Agreement and the transactions contemplated hereby.

5.03 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by Law or otherwise afforded, will be cumulative and not alternative.

5.04 Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

5.05 No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person.

5.06 No Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party hereto without the prior written consent of the other party hereto and any attempt to do so will be void, except for assignments and transfers by operation of Law. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

5.07 Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

5.08 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

5.09 Remedies; Forum; Governing Law. The parties hereto recognize and agree that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or injury would be caused for which money damages would not be an adequate remedy. Accordingly, each party agrees that in addition to other remedies the other party shall be entitled to at law or equity, the other party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement exclusively in the federal or state courts of the State of New York. Each party hereby agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or

restrain breaches or threatened breaches of this Agreement by such party, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party under this Agreement; provided, however, that nothing in this Agreement shall prevent a party from raising equitable defenses in any such proceeding. Each party agrees to waive any bonding requirement under any applicable Law in the case any other party seeks to enforce the terms of this Agreement by way of equitable relief. Furthermore, each of the parties hereto (a) consents to submit itself to the personal jurisdiction of the federal or state courts of the State of New York in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the federal or state courts of the State of New York, and each of the parties irrevocably waives the right to trial by jury, (d) agrees to waive any bonding requirement under any applicable law, in the case any other party seeks to enforce the terms by way of equitable relief and (e) irrevocably consents to service of process by a reputable overnight mail delivery service, signature requested, to the address of such party's principal place of business or as otherwise provided by applicable law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES OF SUCH STATE.

5.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

5.11 Authority of Agent. Corvex hereby represents and warrants to the Icahn Group that the Icahn Group may deal with and take instructions from, and rely in dealing with and taking instruction from, Corvex Management, in all respects with respect to this Agreement and any matter arising in connection therewith.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each party hereto as of the date first above written.

Icahn Group:

HIGH RIVER LIMITED PARTNERSHIP

By: Hopper Investments, LLC, general partner

By: Barberry Corp., sole member

By: /s/ Keith Cozza

Name: Keith Cozza

Title: Secretary; Treasurer

ICAHN PARTNERS LP

By: /s/ Keith Cozza

Name: Keith Cozza

Title: Chief Operating Officer

ICAHN PARTNERS MASTER FUND LP

By: /s/ Keith Cozza

Name: Keith Cozza

Title: Chief Operating Officer

[Stock Purchase Agreement re: ENERGEN Shares – May 2018]

Corvex:

CORVEX MANAGEMENT LP

By: /s/ Keith Meister

Name: Keith Meister

Title: Managing Partner

CORVEX MASTER FUND LP

By: Corvex GP LP,
its general partner

By: /s/ Keith Meister

Name: Keith Meister

Title: Managing Partner

CORVEX SELECT EQUITY MASTER FUND LP

By: Corvex Select Equity GP LLC,
its general partner

By: Corvex GP LP, its sole member

By: /s/ Keith Meister

Name: Keith Meister

Title: Managing Partner

[Stock Purchase Agreement re: ENERGEN Shares – May 2018]

Closing for 1,250,000 shares on 5/22/2018:

Symbol	Receive Quantity	VS Payment	Broker	DTC#	FFC Account Name	FFC Account #
EGN	250,000	\$16,210,000.00			High River Limited Partnership	
EGN	593,040	\$38,452,713.60			Icahn Partners LP	
EGN	406,960	\$26,387,286.40			Icahn Partners Master Fund LP	

Closing for 750,000 shares on Earlier of HSR clearance or 7/18/2018:

Symbol	Receive Quantity	VS Payment	Broker	DTC#	FFC:	FFC:
EGN	150,000	\$ 9,726,000.00			High River Limited Partnership	
EGN	355,824	\$23,071,628.16			Icahn Partners LP	
EGN	244,176	\$15,832,371.84			Icahn Partners Master Fund LP	

Shares Sold by Corvex on 5/22/2018:

Fund	Shares Sold	Total Payment Amount
Corvex Master Fund LP	902,386	\$ 58,510,708.24
Corvex Select Equity Master Fund LP	347,614	\$ 22,539,291.76

Shares Sold by Corvex on Earlier of HSR Clearance or 7/18/2018:

Fund	Shares Sold	Total Payment Amount
Corvex Master Fund LP	541,432	\$ 35,106,450.88
Corvex Select Equity Master Fund LP	208,568	\$ 13,523,549.12

STOCK OPTION AGREEMENT

dated as of May 20, 2018
by and between

CORVEX MANAGEMENT LP
CORVEX MASTER FUND LP and
CORVEX SELECT EQUITY MASTER FUND LP
and

HIGH RIVER LIMITED PARTNERSHIP,
ICAHN PARTNERS LP and
ICAHN PARTNERS MASTER FUND LP

with respect to 2,000,000 shares of
common stock of

ENERGEN CORPORATION

This STOCK OPTION AGREEMENT, dated as of May 20, 2018, is made and entered into by and between HIGH RIVER LIMITED PARTNERSHIP, ICAHN PARTNERS LP, ICAHN PARTNERS MASTER FUND LP (collectively, the “Icahn Group”), and CORVEX MANAGEMENT LP (“Corvex Management”), CORVEX MASTER FUND LP and CORVEX SELECT EQUITY MASTER FUND LP (collectively, the “Corvex Funds” and together with Corvex Management, “Corvex”). Capitalized terms not otherwise defined herein have the meanings set forth in Article IV.

WHEREAS, the Icahn Group desires to acquire from Corvex an option to acquire 2,000,000 shares of Common Stock, \$0.01 par value per share, of Energen Corporation (“Shares”), on the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
GRANT OF OPTION, SALE OF SHARES AND CLOSING

1.01 Grant of Option. In consideration of and subject to receipt by Corvex of a payment by the Icahn Group to Corvex of an aggregate of \$134,740,000.00 (\$67.37 per share, subject to adjustment as per below, the “Purchase Price”), without deduction, holdback or withholding of such amount by the Icahn Group, to be paid to Corvex on or prior to November 18, 2018 by wire transfer of immediately available funds in accordance with the instructions set forth on Schedule A hereto, Corvex hereby grants to the Icahn Group the right and option to purchase 2,000,000 Shares (as adjusted from time to time for any dividends, combinations, splits, recapitalizations and the like affected by the Company that adjusts such Shares occurring after the date hereof) from Corvex (the “Option”). The Icahn Group may exercise the Option at any time from the date hereof through November 18, 2018, by delivery of a notice (the “Exercise Notice”) to Corvex by email to Keith Meister (KMeister@corvexcap.com), with copies to Patrick Dooley (PDooley@corvexcap.com), James Gemmel (JGemmel@corvexcap.com) and Garrett Bembenek (GBembenek@corvexcap.com), at or prior to 3:00 p.m. New York City time on the date of exercise, to be accompanied by a phone call to Patrick Dooley ((212) 474-6735), indicating that such notice has been sent. The Exercise Notice shall contain instructions (i) specifying the number of Shares to be purchased by each individual member of the Icahn Group (and totalling 2,000,000 Shares in the aggregate) and (ii) identifying the account(s) to which such Shares are to be delivered. The Icahn Group shall be entitled to receive, and Corvex shall hold for the benefit of the Icahn Group and deliver to the Icahn Group at the closing contemplated in Section 1.03 (in the case of cash, in accordance with the wire instructions set forth on Schedule A hereto), any and all dividends or other distributions (net of any required withholding tax which is imposed on a foreign Corvex entity) with respect to the Shares (whether payable in cash, securities or other assets) that are issued, paid, or as to which a record date is set while Corvex is a holder of record, on or following the date hereof. Prior to exercise of the Option, Corvex shall retain all incidents of ownership of the Shares, including, without limitation, all voting rights, and Icahn shall not have the right, and shall not, direct the voting of any Shares prior to the

exercise of the Option. Icahn shall deliver any documentation, information or forms reasonably requested by Corvex after the date hereof for purposes of Corvex complying with applicable Law in connection with the transactions contemplated by this Agreement (including laws relating to taxes). Neither Corvex nor any of its partners or affiliates shall claim any foreign tax credit for any withholding tax referred to in this Section.

1.02 Purchase and Sale. Corvex Management agrees to cause the Funds to, and the Funds shall, sell to the Icahn Group, and the Icahn Group agrees to purchase from Corvex, those Shares subject to the Exercise Notice at the closing for such Shares as contemplated in Section 1.03 below, on the terms set forth in this Agreement.

1.03 Closing. The Shares to be sold at closing will be delivered by Corvex via DTC-book entry transfers from Corvex to the accounts of the Icahn Group as set forth on Schedule A hereto, against delivery of the purchase price paid in accordance with Section 1.01, above, in transactions to be closed not later than the close of trading on the first NYSE trading day following the date of delivery of the Exercise Notice.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF CORVEX

Each member of Corvex severally and jointly only as to itself hereby represents and warrants to the Icahn Group, as of the date hereof and as of the date of each closing, as follows:

2.01 Existence of Corvex. Each member of Corvex is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization or incorporation. Each member of Corvex has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby, including without limitation to sell and transfer (pursuant to this Agreement) the Shares.

2.02 Authority. This Agreement has been duly and validly executed and delivered by Corvex and constitutes a legal, valid and binding obligation of Corvex, enforceable against Corvex in accordance with its terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

2.03 Shares. The Shares are owned beneficially by Corvex free and clear of all Liens (other than Liens (x) arising by operation of applicable securities laws and (y) that the applicable Holder may have created in favor of a prime broker under and in accordance with its prime brokerage agreement with such broker), and at each closing Corvex will transfer to the Icahn Group good and valid title to the Shares purchased thereby, free and clear of all Liens.

2.04 No Conflicts. The execution and delivery by Corvex of this Agreement does not, and the performance by Corvex of its obligations under this Agreement and the consummation of the transactions contemplated hereby will not:

(a) conflict with or result in a violation or breach of any of the terms, conditions or provisions of the organizational documents of Corvex or of the funds and accounts under its management; or

(b) conflict with or result in a violation or breach of any term or provision of any Contract, Law or Order applicable to Corvex, the funds and accounts under its management or any of the respective Assets and Properties except for violations or breaches that would not affect Corvex's ability to consummate the transactions contemplated hereby in any material respect.

2.05 Brokers. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out on behalf of Corvex directly with the Icahn Group without the intervention of any person on behalf of Corvex in such manner as to give rise to any valid claim by any person against the Icahn Group for a finder's fee, brokerage commission or similar payment.

2.06 Holdings.

At all times after the execution of this Agreement and prior to November 18, 2018 Corvex shall continue to hold beneficial ownership of the Shares subject to the Option and Corvex shall not sell, or permit the sale of, such Shares.

2.07 Withholding. No withholding from the Purchase Price is required under applicable tax Law.

2.08 Information. Corvex is not in possession of any material nonpublic information regarding Energen Corporation.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF ICAHN

Each member of the Icahn Group hereby represents and warrants to Corvex as follows:

3.01 Organization of the members of the Icahn Group. Each member of the Icahn Group is duly organized, validly existing and in good standing under the Laws of its jurisdictions of organization or incorporation. Each member of the Icahn Group has full authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby, including, without limitation, to buy (pursuant to this Agreement) the Shares.

3.02 Authority. This Agreement has been duly and validly executed and delivered by the Icahn Group and constitutes a legal, valid and binding obligation of the Icahn Group, enforceable against the Icahn Group in accordance with its terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

3.03 No Conflicts. The execution and delivery by the Icahn Group of this Agreement do not, and the performance by the Icahn Group of their obligations under this Agreement and the consummation of the transactions contemplated hereby will not:

- (a) conflict with or result in a violation or breach of any of the terms, conditions or provisions of their organizational documents; or
- (b) conflict with or result in a violation or breach of any term or provision of any Contract, Law or Order applicable to the Icahn Group or any of their Assets and Properties.

3.04 Brokers. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by the Icahn Group directly with Corvex without the intervention of any Person on behalf of the Icahn Group in such manner as to give rise to any valid claim by any Person against Corvex for a finder's fee, brokerage commission or similar payment.

ARTICLE IV DEFINITIONS

4.01 Definitions.

(a) Defined Terms. As used in this Agreement, the following defined terms have the meanings indicated below:

“Agreement” means this Stock Option Agreement, as the same shall be amended from time to time.

“Assets and Properties” of any Person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, whether tangible or intangible, and wherever situated), including the goodwill related thereto, operated, owned or leased by such Person.

“Contract” means any agreement, lease, license, evidence of indebtedness, mortgage, indenture, security agreement or other contract.

“Corvex” has the meaning ascribed to it in the forepart of this Agreement.

“Exercise Notice” has the meaning ascribed to it in Section 1.01 of this Agreement.

“Icahn Group” has the meaning ascribed to it in the forepart of this Agreement.

“Laws” means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States or any state, county, city or other political subdivision or of any governmental or regulatory authority.

“Liens” means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, or any conditional sale Contract, title retention Contract or other Contract to give any of the foregoing.

“Option” has the meaning ascribed to it in Section 1.01 of this Agreement.

“Person” means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or governmental or regulatory authority.

“Shares” has the meaning ascribed to it in the forepart of this Agreement.

ARTICLE V MISCELLANEOUS

5.01 Entire Agreement. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof. Except as set forth herein, there are no contracts, arrangements, understandings or relationships (legal or otherwise) between the parties with respect to any securities of Energen Corporation.

5.02 Expenses. Each party will pay its own costs and expenses incurred in connection with the negotiation, execution and closing of this Agreement and the transactions contemplated hereby.

5.03 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by Law or otherwise afforded, will be cumulative and not alternative.

5.04 Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

5.05 No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person.

5.06 No Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party hereto without the prior written consent of the other party hereto and any attempt to do so will be void, except for assignments and transfers by operation of Law. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

5.07 Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

5.08 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

5.09 Remedies; Forum; Governing Law. The parties hereto recognize and agree that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or injury would be caused for which money damages would not be an adequate remedy. Accordingly, each party agrees that in addition to other remedies the other party shall be entitled to at law or equity, the other party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement exclusively in the federal or state courts of the State of New York. Each party hereby agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of this Agreement by such party, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party under this Agreement; provided, however, that nothing in this Agreement shall prevent a party from raising equitable defenses in any such proceeding. Each party agrees to waive any bonding requirement under any applicable Law in the case any other party seeks to enforce the terms of this Agreement by way of equitable relief. Furthermore, each of the parties hereto (a) consents to submit itself to the personal jurisdiction of the federal or state courts of the State of New York in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the federal or state courts of the State of New York, and each of the parties irrevocably waives the right to trial by jury, (d) agrees to waive any bonding requirement under any applicable law, in the case any other party seeks to enforce the terms by way of equitable relief and (e) irrevocably consents to service of process by a reputable overnight mail delivery service, signature requested, to the address of such party's principal place of business or as otherwise provided by applicable law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES OF SUCH STATE.

5.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

5.11 Authority of Agent.

Corvex hereby represents and warrants to the Icahn Group that the Icahn Group may deal with and take instructions from, and rely in dealing with and taking instruction from, Corvex Management, in all respects with respect to this Agreement and any matter arising in connection therewith.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each party hereto as of the date first above written.

Icahn Group:

HIGH RIVER LIMITED PARTNERSHIP

By: Hopper Investments, LLC, general partner

By: Barbery Corp., sole member

By: /s/Keith Cozza

Name: Keith Cozza

Title: Secretary; Treasurer

ICAHN PARTNERS LP

By: /s/ Keith Cozza

Name: Keith Cozza

Title: Chief Operating Officer

ICAHN PARTNERS MASTER FUND LP

By: /s/ Keith Cozza

Name: Keith Cozza

Title: Chief Operating Officer

[Stock Option Agreement re: ENERGEN Shares – May 2018]

Corvex:

CORVEX MANAGEMENT LP

By: /s/ Keith Meister

Name: Keith Meister

Title: Managing Partner

CORVEX MASTER FUND LP

By: Corvex GP LP,
its general partner

By: /s/ Keith Meister

Name: Keith Meister

Title: Managing Partner

CORVEX SELECT EQUITY MASTER FUND LP

By: Corvex Select Equity GP LLC,
its general partner

By: Corvex GP LP, its sole member

By: /s/ Keith Meister

Name: Keith Meister

Title: Managing Partner

[Stock Option Agreement re: ENERGEN Shares – May 2018]

Corvex's Wire Instructions:

Fund	Shares Sold	Total Payment Amount
Corvex Master Fund LP	1,443,818	\$ 97,270,018.66
Corvex Select Equity Master Fund LP	556,182	\$ 37,469,981.34

Icahn Group's DTC Delivery Instructions:

HIGH RIVER LIMITED PARTNERSHIP	400,000 shares
ICAHN PARTNERS LP	948,863 shares
ICAHN PARTNERS MASTER FUND LP	651,137 shares