TCW STRATEGIC INCOME FUND INC
Form 40-17G
June 16, 2009

June 15, 2009

Securities and Exchange Commission

100 F Street, N.E.

Washington, D.C. 20549

Attention: Public Filing Room

Re: Rule 17g-1 Filing
TCW Strategic Income Fund, Inc. (the *Fund*)
File No. 811-4980

Dear Sir or Madam:

As required by Rule 17g-1 under the Investment Company Act of 1940 *(the Act)*, I enclose the following on behalf of the Fund:

(1) Copy of the joint fidelity bond;

(2) Copy of the resolution of the Board of Directors of the Fund; and

(3) Copy of the joint fidelity bond agreement.

The premium has been paid for the period February 28, 2009 to February 28, 2010. Had the Fund obtained a separate fidelity bond, the amount of coverage required would have been $600,000.

Kindly stamp the enclosed copy of this letter with the date of receipt and return same in the stamped self-addressed envelope provided.

Very truly yours,

/s/ Philip K. Holl

Philip K. Holl

PKH/mg

Enclosures

AIG EXECUTIVE LIABILITY[SM]

Insurance provided by the following member of American International Group, Inc.
National Union Fire Insurance Company of Pittsburgh, Pa.

A capital stock company

INVESTMENT COMPANY BLANKET BOND

POLICY NUMBER: 01-589-61-22 REPLACEMENT OF POLICY NUMBER: 140-06-95
DECLARATIONS:

ITEM 1. Name of Insured (herein called Insured): TCW STRATEGIC INCOME FUND, INC;

TCW FUNDS, INC.

Principal Address: 865 SOUTH FIGUEROA STREET

LOS ANGELES, CA 90017

ITEM 2. Bond Period: from 12:01 a.m. February 28, 2009 to February 28, 2010 the effective date of the termination or cancellation of this bond, standard time at the Principal Address as to each of said dates.

ITEM 3. Limit of Liability - Subject to Sections 9, 10 and 12 hereof,

Amount applicable to:	Single Loss Limit of Liability	Single Loss Deductible
Insurance Agreement (A) Fidelity	$ 8,000,000	$ NIL
Insurance Agreement (B) Audit Expense	$ 25,000	$ 5,000
Insurance Agreement (C) On Premises	$ 8,000,000	$ 10,000
Insurance Agreement (D) In Transit	$ 8,000,000	$ 10,000
Insurance Agreement (E) Forgery or Alteration	$ 8,000,000	$ 10,000
Insurance Agreement (F) Securities	$ 8,000,000	$ 10,000
Insurance Agreement (G) Counterfeit Currency	$ 8,000,000	$ 10,000
Insurance Agreement (H) Stop Payment	$ 25,000	$ 5,000
Insurance Agreement (I) Uncollectible Items of Deposit	$ 25,000	$ 5,000
Insurance Agreement (J) Computer Systems	$ 8,000,000	$ 10,000
Insurance Agreement (K) Unauthorized Signatures	$ 8,000	$ 5,000

If Not Covered is inserted above opposite any specified Insuring Agreement or Coverage, such Insuring Agreement or Coverage and any other reference thereto in this bond shall be deemed to be deleted therefrom.

ITEM 4.	Offices or Premises Covered-Offices acquired or established subsequent to the effective date of this bond are covered according to the terms of General Agreement A. All the Insured s offices or premises in existence at the time this bond becomes effective are covered under this bond except the offices or premises located as follows: **No Exceptions**
ITEM 5.	The liability of the Underwriter is subject to the terms of the following riders attached thereto: Endorsements # 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11.
ITEM 6.	The Insured by the acceptance of this bond gives to the Underwriter terminating or canceling prior bond(s) or policy(ies) No.(s) 140-06-95 such termination or cancellation to be effective as of the time this bond becomes effective.
ITEM 7.	Premium: $20,182

SECRETARY PRESIDENT

AUTHORIZED REPRESENTATIVE

FRANK CRYSTAL & CO, INC.

32 OLD SLIP

NEW YORK, NY 10005

INVESTMENT COMPANY BLANKET BOND

The Underwriter, in consideration of an agreed premium, and subject to the Declarations made a part hereof, the General Agreements, Conditions and Limitations and other terms of this bond, agrees with the Insured, in accordance with the Insuring Agreements hereof to which an amount of insurance is applicable as set forth in Item 3 of the Declarations and with respect to loss sustained by the Insured at any time but discovered during the Bond Period, to indemnify and hold harmless the Insured for:

INSURING AGREEMENTS

(A) FIDELITY
Loss resulting from any dishonest or fraudulent act(s), including Larceny or Embezzlement committed by an Employee, committed anywhere and whether committed alone or in collusion with others, including loss of Property resulting from such acts of an Employee, which Property is held by the Insured for any purpose or in any capacity and whether so held gratuitously or not and whether or not the Insured is liable therefor.

Dishonest or fraudulent act(s) as used in this Insuring Agreement shall mean only dishonest or fraudulent act(s) committed by such Employee with the manifest intent:

(a) to cause the Insured to sustain such loss; and

(b) to obtain financial benefit for the Employee, or for any other person or organization intended by the Employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment.

(B) AUDIT EXPENSE
Expense incurred by the Insured for that part of the costs of audits or examinations required by any governmental regulatory authority to be conducted either by such authority or by an independent accountant by reason of the discovery of loss sustained by the Insured through any dishonest or fraudulent act(s), including Larceny or Embezzlement of any of the Employees. The total liability of the Underwriter for such expense by reason of such acts of any Employee or in which such Employee is concerned or implicated or with respect to any one audit or examination is limited to the amount stated opposite Audit Expense in Item 3 of the Declarations; it being understood, however, that such expense shall be deemed to be a loss sustained by the Insured through any dishonest or fraudulent act(s), including Larceny or Embezzlement of one or more of the Employees and the liability under this paragraph shall be in addition to the Limit of liability stated in Insuring Agreement (A) in Item 3 of the Declarations.

(C) ON PREMISES
Loss of Property (occurring with or without negligence or violence) through robbery, burglary, Larceny, theft, holdup, or other fraudulent means, misplacement, mysterious unexplainable disappearance, damage thereto or destruction thereof, abstraction or removal from the possession, custody or control of the Insured, and loss of subscription, conversion, redemption or deposit privileges through the misplacement or loss of Property, while the Property is (or is supposed or believed by the Insured to be) lodged or deposited within any offices or premises located anywhere, except in an office listed in Item 4 of the Declarations or amendment thereof or in the mail or with a carrier for hire other than an armored motor vehicle company, for the purpose of transportation.

Offices and Equipment

(1) Loss of or damage to, furnishings,

fixtures, stationery, supplies or equipment, within any of the Insured s offices covered under this bond caused by Larceny or theft in, or by burglary, robbery or holdup of such office, or attempt thereat, or by vandalism or malicious mischief; or

(2) loss through damage to any such office by Larceny or theft in, or by burglary, robbery or holdup of such office or attempt thereat, or to the interior of any such office by vandalism or malicious mischief provided, in any event, that the Insured is the owner of such offices, furnishings, fixtures, stationery, supplies or equipment or is legally liable for such loss or damage, always excepting, however, all loss or damage through fire.

(D) IN TRANSIT

Loss of Property (occurring with or without negligence or violence) through robbery, Larceny, theft, holdup, misplacement, mysterious unexplainable disappearance, being lost or otherwise made away with, damage thereto or destruction thereof, and loss of subscription, conversion, redemption or deposit privileges through the misplacement or loss of Property, while the Property is in transit anywhere in the custody of any person or persons acting as messenger, except while in the mail or with a carrier for hire, other than an armored motor vehicle company, for the purpose of transportation, such transit to begin immediately upon receipt of such Property by the transporting person or persons, and to end immediately upon delivery thereof at destination.

(E) FORGERY OR ALTERATION

Loss through FORGERY or ALTERATION of, on or in any bills of exchange, checks, drafts, acceptances, certificates of deposit. promissory notes, or other written promises, orders or directions to pay sums certain in money, due bills, money orders, warrants, orders upon public treasuries, letters of credit, written instructions, advices or applications directed to the Insured, authorizing or acknowledging the transfer, payment, delivery or receipt of funds or Property, which instructions or advices or applications purport to have been signed or endorsed by any customer of the Insured, shareholder or subscriber to shares, whether certificated or uncertificated, of any Investment Company or by any financial or banking institution or stockbroker but which instructions, advices or applications either bear the forged signature or endorsement or have been altered without the knowledge and consent of such customer, shareholder or subscriber to shares, whether certificated or uncertificated, of an Investment Company, financial or banking institution or stockbroker, withdrawal orders or receipts for the withdrawal of funds or Property, or receipts or certificates of deposit for Property and bearing the name of the Insured as issuer, or of another Investment Company for which the Insured acts as agent, excluding, however, any loss covered under Insuring Agreement (F) hereof whether or not coverage for Insuring Agreement (F) is provided for in the Declarations of this bond.

Any check or draft (a) made payable to a fictitious payee and endorsed in the name of such fictitious payee or (b) procured in a transaction with the maker or drawer thereof or with one acting as an agent of such maker or drawer or anyone impersonating another and made or drawn payable to the one so impersonated and endorsed by anyone other than the one impersonated, shall be deemed to be forged as to such endorsement.

Mechanically reproduced facsimile signatures are treated the same as handwritten signatures.

(F) SECURITIES

Loss sustained by the Insured, including loss sustained by reason of a violation of the constitution, by-laws, rules or regulations of any

Self Regulatory Organization of which the Insured is a member or which would have been imposed upon the Insured by the constitution, by-laws, rules or regulations of any Self Regulatory Organization if the Insured had been a member thereof,

(1) through the Insured s having, in good faith and in the course of business, whether for its own account or for the account of others, in any representative, fiduciary, agency or any other capacity, either gratuitously or otherwise, purchased or otherwise acquired, accepted or received, or sold or delivered, or given any value, extended any credit or assumed any liability, on the faith of, or otherwise acted upon, any securities, documents or other written instruments which prove to have been

(a) counterfeited, or

(b) forged as to the signature of any maker, drawer, issuer, endorser, assignor, lessee, transfer agent or registrar, acceptor, surety or guarantor or as to the signature of any person signing in any other capacity, or

(c) raised or otherwise altered, or lost, or stolen, or

(2) through the Insured s having, in good faith and in the course of business, guaranteed in writing or witnessed any signatures whether for valuable consideration or not and whether or not such guaranteeing or witnessing is ultra vires the Insured, upon any transfers, assignments, bills of sale, powers of attorney, guarantees, endorsements or other obligations upon or in connection with any securities, documents or other written instruments and which pass or purport to pass title to such securities, documents or other written instruments; EXCLUDING, losses caused by FORGERY or ALTERATION of, on or in those instruments covered under Insuring Agreement (E) hereof.

Securities, documents or other written instruments shall be deemed to mean original (including original counterparts) negotiable or non-negotiable agreements which in and of themselves represent an equitable interest, ownership, or debt, including an assignment thereof which instruments are in the ordinary course of business, transferable by delivery of such agreements with any necessary endorsement or assignment.

The word counterfeited as used in this Insuring Agreement shall be deemed to mean any security, document or other written instrument which is intended to deceive and to be taken for an original.

Mechanically produced facsimile signatures are treated the same as handwritten signatures.

(G) COUNTERFEIT CURRENCY

Loss through the receipt by the Insured, in good faith, of any counterfeited money orders or altered paper currencies or coin of the United States of America or Canada issued or purporting to have been issued by the United States of America or Canada or issued pursuant to a United States of America or Canadian statute for use as currency.

(H) STOP PAYMENT

Loss against any and all sums which the Insured shall become obligated to pay by reason of the Liability imposed upon the Insured by law for damages:

For having either complied with or failed to comply with any written notice of any customer, shareholder or subscriber of the Insured or any Authorized Representative of such customer, shareholder or subscriber

to stop payment of any check or draft made or drawn by such customer, shareholder or subscriber or any Authorized Representative of such customer, shareholder or subscriber, or

For having refused to pay any check or draft made or drawn by any customer, shareholder or subscriber of the Insured or any Authorized Representative of such customer, shareholder or subscriber.

(I) UNCOLLECTIBLE ITEMS OF DEPOSIT
Loss resulting from payments of dividends or fund shares, or withdrawals permitted from any customer s, shareholder s or subscriber s account based upon Uncollectible Items of Deposit of a customer, shareholder or subscriber credited by the Insured or the Insured s agent to such customer s, shareholder s or subscriber s Mutual Fund Account; or

loss resulting from any Item of Deposit processed through an Automated Clearing House which is reversed by the customer, shareholder or subscriber and deemed uncollectible by the Insured.

Loss includes dividends and interest accrued not to exceed 15% of the Uncollectible Items which are deposited.

This Insuring Agreement applies to all Mutual Funds with exchange privileges if all Fund(s) in the exchange program are insured by a National Union Fire Insurance Company of Pittsburgh, PA for Uncollectible Items of Deposit. Regardless of the number of transactions between Fund(s), the minimum number of days of deposit within the Fund(s) before withdrawal as declared in the Fund(s) prospectus shall begin from the date a deposit was first credited to any Insured Fund(s).

GENERAL AGREEMENTS

A. ADDITIONAL OFFICES OR EMPLOYEES-CONSOLIDATION OR MERGER-NOTICE

1. If the Insured shall, while this bond is in force, establish any additional office or offices, such office or offices shall be automatically covered hereunder from the dates of their establishment, respectively. No notice to the Underwriter of an increase during any premium period in the number of offices or in the number of Employees at any of the offices covered hereunder need be given and no additional premium need be paid for the remainder of such premium period.

2. If an Investment Company, named as Insured herein, shall, while this bond is in force, merge or consolidate with, or purchase the assets of another institution, coverage for such acquisition shall apply automatically from the date of acquisition. The Insured shall notify the Underwriter of such acquisition within 60 days of said date, and an additional premium shall be computed only if such acquisition involves additional offices or employees.

B. WARRANTY
No statement made by or on behalf of the Insured, whether contained in the application or otherwise, shall be deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

C. COURT COSTS AND ATTORNEYS FEES
(Applicable to all Insuring Agreements or Coverages now or hereafter forming part of this bond)

The Underwriter will indemnify the Insured against court costs and reasonable attorneys fees incurred and paid by the Insured in defense, whether or not successful, whether or not fully litigated on the merits and whether or not settled of any suit or legal proceeding brought against the Insured to enforce the Insured s liability or alleged liability on account of any loss, claim or damage which, if established against the Insured, would constitute a loss sustained by the Insured covered under the terms of this bond provided, however, that with respect to Insuring Agreement (A) this indemnity shall apply only in the event that

(1) an Employee admits to being guilty of any dishonest or fraudulent act(s), including Larceny or Embezzlement; or

(2) an Employee is adjudicated to be guilty of any dishonest or fraudulent act(s), including Larceny or Embezzlement;

(3) in the absence of (1) or (2) above an arbitration panel agrees, after a review of an agreed statement of facts, that an Employee would be found guilty of dishonesty if such Employee were prosecuted.

The Insured shall promptly give notice to the Underwriter of any such suit or legal proceeding and at the request of the Underwriter shall furnish it with copies of all pleadings and other papers therein. At the Underwriter s election the Insured shall permit the Underwriter to conduct the defense of such suit or legal proceeding, in the Insured s name, through attorneys of the Underwriter s selection. In such event, the Insured shall give all reasonable information and assistance which the Underwriter shall deem necessary to the proper defense of such suit or legal proceeding.

If the amount of the Insured s liability or alleged liability is greater than the amount recoverable under this bond, or if a Deductible Amount is applicable, or both, the liability of the Underwriter under this General Agreement is limited to the proportion of court costs and attorneys fees incurred and paid by the Insured or by the Underwriter that the amount recoverable under this bond bears to the total of such amount plus the amount which is not so recoverable. Such indemnity shall be in addition to the Limit of Liability for the applicable Insuring Agreement or Coverage.

D. FORMER EMPLOYEE

Acts of an Employee, as defined in this bond, are covered under Insuring Agreement (A) only while the Employee is in the Insured s employ. Should loss involving a former Employee of the Insured be discovered subsequent to the termination of employment, coverage would still apply under Insuring Agreement (A) if the direct proximate cause of the loss occurred while the former Employee performed duties within the scope of his/her employment.

THE FOREGOING INSURING AGREEMENTS AND

GENERAL AGREEMENTS ARE SUBJECT TO

THE FOLLOWING CONDITIONS

AND LIMITATIONS:

SECTION 1. DEFINITIONS

The following terms, as used in this bond, shall have the respective meanings stated in this Section:

(a) Employee means:

(1) any of the Insured s officers, partners, or employees, and

(2) any of the officers or employees of any predecessor of the Insured whose principal assets are acquired by the Insured by consolidation or merger with, or purchase of assets or capital stock of such predecessor. and

(3) attorneys retained by the Insured to perform legal services for the Insured and the employees of such attorneys while such attorneys or the employees of such attorneys are performing such services for the Insured, and

(4) guest students pursuing their studies or duties in any of the Insured s offices, and

(5) directors or trustees of the Insured, the investment advisor, underwriter (distributor), transfer agent, or shareholder accounting record keeper, or administrator authorized by written agreement to keep financial and/or other required records, but only while performing acts coming within the scope of the usual duties of an officer or employee or while acting as a member of any committee duly elected or appointed to examine or audit or have custody of or access to the Property of the Insured, and

(6) any individual or individuals assigned to perform the usual duties of an employee within the premises of the Insured, by contract, or by any agency furnishing temporary personnel on a contingent or part-time basis, and

(7) each natural person, partnership or corporation authorized by written agreement with the Insured to perform services as electronic data processor of checks or other accounting records of the Insured, but excluding any such processor who acts as transfer agent or in any other agency capacity in issuing checks, drafts or securities for the Insured, unless included under Sub-section (9) hereof, and

(8) those persons so designated in Section 15, Central Handling of Securities, and

(9) any officer, partner or Employee of

a) an investment advisor,

b) an underwriter (distributor),

c) a transfer agent or shareholder accounting record-keeper, or

d) an administrator authorized by written agreement to keep financial and/or other required records,

for an Investment Company named as Insured while performing acts coming within the scope of the usual duties of an officer or Employee of any Investment Company named as Insured herein, or while acting as a member of any committee duly elected or appointed to examine or audit or have custody of or access to the Property of any such Investment Company, provided that only Employees or partners of a transfer agent, shareholder accounting record-keeper or administrator which is an affiliated person as defined in the Investment Company Act of 1940, of an Investment Company named as Insured or is an affiliated person of the adviser, underwriter or administrator of such Investment Company, and which is not a bank, shall be included within the definition of Employee.

Each employer of temporary personnel or processors as set forth in Sub-Sections (6) and of Section 1(a) and their partners, officers and employees shall collectively be deemed to be one person for all the purposes of this bond, excepting, however, the last paragraph of Section 13.

Brokers, or other agents under contract or representatives of the same general character shall not be considered Employees.

(b) Property means money (i.e.. currency, coin, bank notes, Federal Reserve notes), postage and revenue stamps, U.S. Savings Stamps, bullion, precious metals of all kinds and in any form and articles made therefrom, jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, bonds, securities, evidences of debts, debentures, scrip, certificates, interim receipts, warrants, rights, puts, calls, straddles, spreads, transfers, coupons, drafts, bills of exchange, acceptances, notes, checks, withdrawal orders, money orders, warehouse receipts, bills of lading, conditional sales contracts, abstracts of title, insurance policies, deeds, mortgages under real estate and/or chattels and upon interests therein, and assignments of such policies, mortgages and instruments, and other valuable papers, including books of account and other records used by the Insured in the conduct of its business, and all other instruments similar to or in the nature of the foregoing including Electronic Representations of such instruments enumerated above (but excluding all data processing records) in which the Insured has an interest or in which the Insured acquired or should have acquired an interest by reason of a predecessor s declared financial condition at the time of the Insured s consolidation or merger with, or purchase of the principal assets of, such predecessor or which are held by the Insured for any purpose or in any capacity and whether so held by the Insured for any purpose or in any capacity and whether so held gratuitously or not and whether or not the Insured is liable therefor.

(c) Forgery means the signing of the name of another with intent to deceive; it does not include the signing of one s own name with or without authority, in any capacity, for any purpose.

(d) Larceny and Embezzlement as it applies to any named Insured means those acts as set forth in Section 37 of the Investment Company Act of 1940.

(e) Items of Deposit means any one or more checks and drafts. Items of Deposit shall not be deemed uncollectible until the Insured s collection procedures have failed.

SECTION 2. EXCLUSIONS

THIS BOND DOES NOT COVER:

(a) loss effected directly or indirectly by means of forgery or alteration of, on or in any instrument, except when covered by Insuring Agreement (A), (E), (F) or (G).

(b) loss due to riot or civil commotion outside the United States of America and Canada; or loss due to military, naval or usurped power,

war or insurrection unless such loss occurs in transit in the circumstances recited in Insuring Agreement (D), and unless, when such transit was initiated, there was no knowledge of such riot, civil commotion, military, naval or usurped power, war or insurrection on the part of any person acting for the Insured in initiating such transit.

(c) loss, in time of peace or war, directly or indirectly caused by or resulting from the effects of nuclear fission or fusion or radioactivity; provided, however, that this paragraph shall not apply to loss resulting from industrial uses of nuclear energy.

(d) loss resulting from any wrongful act or acts of any person who is a member of the Board of Directors of the Insured or a member of any equivalent body by whatsoever name known unless such person is also an Employee or an elected official, partial owner or partner of the Insured in some other capacity, nor, in any event, loss resulting from the act or acts of any person while acting in the capacity of a member of such Board or equivalent body.

(e) loss resulting from the complete or partial non-payment of, or default upon, any loan or transaction in the nature of, or amounting to, a loan made by or obtained from the Insured or any of its partners, directors or Employees, whether authorized or unauthorized and whether procured in good faith or through trick, artifice, fraud or false pretenses. unless such loss is covered under Insuring Agreement (A), (E) or (F).

(f) loss resulting from any violation by the Insured or by any Employee

(1) of law regulating (a) the issuance, purchase or sale of securities, (b) securities transactions upon Security Exchanges or over the counter market, (c) Investment Companies, or (d) Investment Advisors, or

(2) of any rule or regulation made pursuant to any such law, unless such loss, in the absence of such laws, rules or regulations, would be covered under Insuring Agreements (A) or (E).

(g) loss of Property or loss of privileges through the misplacement or loss of Property as set forth in Insuring Agreement (C) or (D) while the Property is in the custody of any armored motor vehicle company, unless such loss shall be in excess of the amount recovered or received by the Insured under (a) the Insured s contract with said armored motor vehicle company, (b) insurance carried by said armored motor vehicle company for the benefit of users of its service, and (c) all other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of said armored motor vehicle company s service, and then this bond shall cover only such excess.

(h) potential income, including but not limited to interest and dividends, not realized by the Insured because of a loss covered under this bond, except as included under Insuring Agreement (I).

(i) all damages of any type for which the Insured is legally liable, except direct compensatory damages arising from a loss covered under this bond.

(j) loss through the surrender of Property away from an office of the Insured as a result of a threat

(1) to do bodily harm to any person, except loss of Property in transit in the custody of any person acting as messenger provided that when such transit was initiated there was no knowledge by the Insured of any such threat, or

(2) to do damage to the premises or Property of the Insured, except when covered under Insuring Agreement (A).

(k) all costs, fees and other expenses incurred by the Insured in establishing the existence of or amount of loss covered under this bond unless such indemnity is provided for under Insuring Agreement (B).

(l) loss resulting from payments made or withdrawals from the account of a customer of the Insured, shareholder or subscriber to shares involving funds erroneously credited to such account, unless such payments are made to or withdrawn by such depositor or representative of such person, who is within the premises of the drawee bank of the Insured or within the office of the Insured at the time of such payment or withdrawal or unless such payment is covered under Insuring Agreement (A).

(m) any loss resulting from Uncollectible Items of Deposit which are drawn from a financial institution outside the fifty states of the United States of America, District of Columbia, and territories and possessions of the United States of America, and Canada.

SECTION 3. ASSIGNMENT OF RIGHTS

This bond does not afford coverage in favor of any Employers of temporary personnel or of processors as set forth in sub-sections (6) and (7) of Section 1(a) of this bond, as aforesaid, and upon payment to the Insured by the Underwriter on account of any loss through dishonest or fraudulent act(s) including Larceny or Embezzlement committed by any of the partners, officers or employees of such Employers, whether acting alone or in collusion with others, an assignment of such of the Insured s rights and causes of action as it may have against such Employers by reason of such acts so committed shall, to the extent of such payment, be given by the Insured to the Underwriter, and the Insured shall execute all papers necessary to secure to the Underwriter the rights herein provided for.

SECTION 4. LOSS -NOTICE -PROOF -LEGAL PROCEEDINGS

This bond is for the use and benefit only of the Insured named in the Declarations and the Underwriter shall not be liable hereunder for loss sustained by anyone other than the Insured unless the Insured, in its sole discretion and at its option, shall include such loss in the Insured s proof of loss. At the earliest practicable moment after discovery of any loss hereunder the Insured shall give the Underwriter written notice thereof and shall also within six months after such discovery furnish to the Underwriter affirmative proof of loss with full particulars. If claim is made under this bond for loss of securities or shares, the Underwriter shall not be liable unless each of such securities or shares is identified in such proof of loss by a certificate or bond number or, where such securities or shares are uncertificated, by such identification means as agreed to by the Underwriter. The Underwriter shall have thirty days after notice and proof of loss within which to investigate the claim, but

where the loss is clear and undisputed, settlement shall be made within forty-eight hours; and this shall apply notwithstanding the loss is made up wholly or in part of securities of which duplicates may be obtained. Legal proceedings for recovery of any loss hereunder shall not be brought prior to the expiration of sixty days after such proof of loss is filed with the Underwriter nor after the expiration of twenty-four months from the discovery of such loss, except that any action or proceeding to recover hereunder on account of any judgment against the Insured in any suit mentioned in General Agreement C or to recover attorneys fees paid in any such suit, shall be begun within twenty-four months from the date upon which the judgment in such suit shall become final. If any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Discovery occurs when the Insured

(a) becomes aware of facts, or

(b) receives written notice of an actual or potential claim by a third party which alleges that the Insured is liable under circumstance which would cause a reasonable person to assume that a loss covered by the bond has been or will be incurred even though the exact amount or details of loss may not be then known.

SECTION 5. VALUATION OF PROPERTY

The value of any Property, except books of accounts or other records used by the Insured in the conduct of its business, for the loss of which a claim shall be made hereunder, shall be determined by the average market value of such Property on the business day next preceding the discovery of such loss; provided, however, that the value of any Property replaced by the Insured prior to the payment of claim therefor shall be the actual market value at the time of replacement; and further provided that in case of a loss or misplacement of interim certificates, warrants, rights, or other securities, the production which is necessary to the exercise of subscription, conversion, redemption or deposit privileges, the value thereof shall be the market value of such privileges immediately preceding the expiration thereof if said loss or misplacement is not discovered until after their expiration. If no market price is quoted for such Property or for such privileges, the value shall be fixed by agreement between the parties or by arbitration.

In case of any loss or damage to Property consisting of books of accounts or other records used by the Insured in the conduct of its business, the Underwriter shall be liable under this bond only if such books or records are actually reproduced and then for not more than the cost of blank books, blank pages or other materials plus the cost of labor for the actual transcription or copying of data which shall have been furnished by the Insured in order to reproduce such books and other records.

SECTION 6. VALUATION OF PREMISES AND FURNISHINGS

In case of damage to any office of the Insured, or loss of or damage to the furnishings, fixtures, stationery, supplies, equipment, safes or vaults therein, the Underwriter shall not be liable for more than the actual cash value thereof, or for more than the actual cost of their replacement or repair. The Underwriter may, at its election, pay such actual cash value or make such replacement or repair. If the Underwriter and the Insured cannot agree upon such cash value or such cost of replacement or repair, such shall be determined by arbitration.

SECTION 7. LOST SECURITIES

If the Insured shall sustain a loss of securities the total value of which is in excess of the limit stated in Item 3 of the Declarations of this bond, the liability of the Underwriter shall be limited to payment for, or duplication of, securities having value equal to the limit stated in Item 3 of the Declarations of this bond.

If the Underwriter shall make payment to the Insured for any loss of securities, the Insured shall thereupon assign to the Underwriter all of the Insured s rights, title and interests in and to said securities.

With respect to securities the value of which do not exceed the Deductible Amount (at the time of the discovery of the loss) and for which the Underwriter may at its sole discretion and option and at the request of the Insured issue a Lost Instrument Bond or Bonds to effect replacement thereof, the Insured will pay the usual premium charged therefor and will indemnify the Underwriter against all loss or expense that the Underwriter may sustain because of the issuance of such Lost Instrument Bond or Bonds.

With respect to securities the value of which exceeds the Deductible Amount (at the time of discovery of the loss) and for which the Underwriter may issue or arrange for the issuance of a Lost Instrument Bond or Bonds to effect replacement thereof, the Insured agrees that it will pay as premium therefor a proportion of the usual premium charged therefor, said proportion being equal to the percentage that the Deductible Amount bears to the value of the securities upon discovery of the loss, and that it will indemnify the issuer of said Lost Instrument Bond or Bonds against all loss and expense that is not recoverable from the Underwriter under the terms and conditions of this INVESTMENT COMPANY BLANKET BOND subject to the Limit of Liability hereunder.

SECTION 8. SALVAGE

In case of recovery, whether made by the Insured or by the Underwriter, on account of any loss in excess of the Limit of Liability hereunder plus the Deductible Amount applicable to such loss from any source other than suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Underwriter, the net amount of such recovery, less the actual costs and expenses of making same, shall be applied to reimburse the Insured in full for the excess portion of such loss, and the remainder, if any, shall be paid first in reimbursement of the Underwriter and thereafter in reimbursement of the Insured for that part of such loss within the Deductible Amount. The Insured shall execute all necessary papers to secure to the Underwriter the rights provided for herein.

SECTION 9. NON-REDUCTION AND NON- ACCUMULATION OF LIABILITY AND TOTAL LIABILITY

At all times prior to termination hereof this bond shall continue in force for the limit stated in the applicable sections of Item 3 of the Declarations of this bond notwithstanding any previous loss for which the Underwriter may have paid or be liable to pay hereunder; PROVIDED, however, that regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Underwriter under this bond with respect to all loss resulting from

(a) any one act of burglary, robbery or holdup, or attempt thereat, in which no Partner or Employee is concerned or implicated shall be deemed to be one loss, or

(b) any one unintentional or negligent act on the part of any one person resulting in damage to or destruction or misplacement of Property, shall be deemed to be one loss, or

(c) all wrongful acts, other than those specified in (a) above, of any one person shall be deemed to be one loss, or

(d) all wrongful acts, other than those specified in (a) above, of one or more persons (which dishonest act(s) or act(s) of Larceny or Embezzlement include, but are not limited to, the failure of an Employee to report such acts of others) whose dishonest act or acts intentionally or unintentionally, knowingly or unknowingly, directly or indirectly, aid or aids in any way, or permits the continuation of, the dishonest act or acts of any other person or persons shall be deemed to be one loss with the act or acts of the persons aided, or

(e) any one casualty or event other than those specified in (a), (b), (c) or (d) preceding, shall be deemed to be one loss, and

shall be limited to the applicable Limit of Liability stated in Item 3 of the Declarations of this bond irrespective of the total amount of such loss or losses and shall not be cumulative in amounts from year to year or from period to period.

Sub-section (c) is not applicable to any situation to which the language of sub-section (d) applies.

SECTION 10. LIMIT OF LIABILITY

With respect to any loss set forth in the PROVIDED clause of Section 9 of this bond which is recoverable or recovered in whole or in part under any other bonds or policies issued by the Underwriter to the Insured or to any predecessor in interest of the Insured and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the Underwriter under this bond and under other bonds or policies shall not exceed, in the aggregate, the amount carried hereunder on such loss or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss if the latter amount be the larger.

SECTION 11. OTHER INSURANCE

If the Insured shall hold, as indemnity against any loss covered hereunder, any valid and enforceable insurance or suretyship, the Underwriter shall be liable hereunder only for such amount of such loss which is in excess of the amount of such other insurance or suretyship, not exceeding, however, the Limit of Liability of this bond applicable to such loss.

SECTION 12. DEDUCTIBLE

The Underwriter shall not be liable under any of the Insuring Agreements of this bond on account of loss as specified, respectively, in sub-sections (a), (b), (c), (d) and (e) of Section 9, NON-REDUCTION AND NON- ACCUMULATION OF LIABILITY AND TOTAL LIABILITY, unless the amount of such loss, after deducting the net amount of all reimbursement and/or recovery obtained or made by the Insured, other than from any bond or policy of insurance issued by an insurance company and covering such loss, or by the Underwriter on account thereof prior to payment by the Underwriter of such loss, shall exceed the Deductible Amount set forth in Item 3 of the Declarations hereof (herein called Deductible Amount) and then for such excess only, but in no event for more than the applicable Limit of Liability stated in Item 3 of the Declarations.

The Insured will bear, in addition to the Deductible Amount, premiums on Lost Instrument Bonds as set forth in Section 7.

There shall be no deductible applicable to any loss under Insuring Agreement A sustained by any Investment Company named as Insured herein.

SECTION 13. TERMINATION

The Underwriter may terminate this bond as an entirety by furnishing written notice specifying the termination date which cannot be prior to 60 days after the receipt

of such written notice by each Investment Company named as Insured and the Securities and Exchange Commission, Washington, D.C. The Insured may terminate this bond as an entirety by furnishing written notice to the Underwriter. When the Insured cancels, the Insured shall furnish written notice to the Securities and Exchange Commission, Washington. D.C. prior to 60 days before the effective date of the termination. The Underwriter shall notify all other Investment Companies named as Insured of the receipt of such termination notice and the termination cannot be effective prior to 60 days after receipt of written notice by all other Investment Companies. Premiums are earned until the termination date as set forth herein.

This Bond will terminate as to any one Insured immediately upon taking over of such Insured by a receiver or other liquidator or by State or Federal officials, or immediately upon the filing of a petition under any State or Federal statute relative to bankruptcy or reorganization of the Insured, or assignment for the benefit of creditors of the Insured. or immediately upon such Insured ceasing to exist, whether through merger into another entity, or by disposition of all of its assets.

The Underwriter shall refund the unearned premium computed at short rates in accordance with the standard short rate cancellation tables if terminated by the Insured or pro rata if terminated for any other reason.

This Bond shall terminate

(a) as to any Employee as soon as any partner, officer or supervisory Employee of the Insured, who is not in collusion with such Employee, shall learn of any dishonest or fraudulent act(s), including Larceny or Embezzlement on the part of such Employee without prejudice to the loss of any Property then in transit in the custody of such Employee (See Section 16[d]), or

(b) as to any Employee 60 days after receipt by each Insured and by the Securities and Exchange Commission of a written notice from the Underwriter of its desire to terminate this bond as to such Employee, or

(c) as to any person, who is a partner, officer or employee of any Electronic Data Processor covered under this bond, from and after the time that the Insured or any partner or officer thereof not in collusion with such person shall have knowledge or information that such person has committed any dishonest or fraudulent act(s), including Larceny or Embezzlement in the service of the Insured or otherwise, whether such act be committed before or after the time this bond is effective.

SECTION 14. RIGHTS AFTER TERMINATION OR CANCELLATION

At any time prior to the termination or cancellation of this bond as an entirety, whether by the Insured or the Underwriter, the Insured may give to the Underwriter notice that it desires under this bond an additional period of 12 months within which to discover loss sustained by the Insured prior to the effective date of such termination or cancellation and shall pay an additional premium therefor.

Upon receipt of such notice from the Insured, the Underwriter shall give its written consent thereto; provided, however, that such additional period of time shall terminate immediately;

(a) on the effective date of any other insurance obtained by the Insured, its successor in business or any other party, replacing in whole or in part the insurance afforded by this bond, whether or not such other insurance provides coverage for loss sustained prior to its effective date, or

(b) upon takeover of the Insured s business by any State or Federal official or agency, or by any receiver or liquidator, acting or appointed for this purpose without the necessity of the Underwriter giving notice of such termination. In the event that such additional period of time is terminated, as provided above, the Underwriter shall refund any unearned premium.

The right to purchase such additional period for the discovery of loss may not be exercised by any State or Federal official or agency, or by any receiver or liquidator, acting or appointed to take over the Insured s business for the operation or for the liquidation thereof or for any other purpose.

SECTION 15. CENTRAL HANDLING OF SECURITIES

Securities included in the systems for the central handling of securities established and maintained by Depository Trust Company, Midwest Depository Trust Company, Pacific Securities Depository Trust Company, and Philadelphia Depository Trust Company, hereinafter called Corporations, to the extent of the Insured s interest therein as effective by the making of appropriate entries on the books and records of such Corporations shall be deemed to be Property.

The words Employee and Employees shall be deemed to include the officers, partners, clerks and other employees of the New York Stock Exchange, Boston Stock Exchange, Midwest Stock Exchange, Pacific Stock Ex- change and Philadelphia Stock Exchange, hereinafter called Exchanges, and of the above named Corporations, and of any nominee in whose name is registered any security included within the systems for the central handling of securities established and maintained by such Corporations, and any employee of any recognized service company, while such officers, partners, clerks and other employees and employees of service companies perform services for such Corporations in the operation of such systems. For the purpose of the above definition a recognized service company shall be any company providing clerks or other personnel to said Exchanges or Corporation on a contract basis.

The Underwriter shall not be liable on account of any loss(es) in connection with the central handling of securities within the systems established and maintained by such Corporations, unless such loss(es) shall be in excess of the amount(s) recoverable or recovered under any bond or policy of insurance indemnifying such Corporations, against such loss(es), and then the Underwriter shall be liable hereunder only for the Insured s share of such excess loss(es), but in no event for more than the Limit of Liability applicable hereunder.

For the purpose of determining the Insured s share of excess loss(es) it shall be deemed that the Insured has an interest in any certificate representing any security included within such systems equivalent to the interest the Insured then has in all certificates representing the same security included within such systems and that such Corporations shall use their best judgement in apportioning the amount(s) recoverable or recovered under any bond or policy of insurance indemnifying such Corporations against such loss(es) in connection with the central handling of securities within such systems among all those having an interest as recorded by appropriate entries in the books and records of such Corporations in Property involved in such loss(es) on the basis that each such interest shall share in the amount(s) so recoverable or recovered in the ratio that the value of each such interest bears to the total value of all such interests and that the Insured s share of such excess loss(es) shall be the amount of the Insured s interest in such Property in excess of the amount(s) so apportioned to the Insured by such Corporations.

This bond does not afford coverage in favor of such Corporations or Exchanges or any nominee in whose name is registered any security included within the systems for the central handling of securities established and maintained by such Corporations, and upon payment to the Insured by the Underwriter on account of any loss(es) within the systems, an assignment of such of the Insured s rights and causes of action as it may have against such Corporations or Exchanges shall to the extent of such payment, be given by the Insured to the Underwriter, and the Insured shall execute all papers necessary to secure to the Underwriter the rights provided for herein.

SECTION 16. ADDITIONAL COMPANIES INCLUDED AS INSURED

If more than one corporation, co-partnership or person or any combination of them be included as the Insured herein:

(a) the total liability of the Underwriter hereunder for loss or losses sustained by any one or more or all of them shall not exceed the limit for which the Underwriter would be liable hereunder if all such loss were sustained by any one of them,

(b) the one first named herein shall be deemed authorized to make, adjust and receive and enforce payment of all claims hereunder and shall be deemed to be the agent of the others for such purposes and for the giving or receiving of any notice required or permitted to be given by the terms hereof, provided that the Underwriter shall furnish each named Investment Company with a copy of the bond and with any amendment thereto, together with a copy of each formal filing of the settlement of each such claim prior to the execution of such settlement,

(c) the Underwriter shall not be responsible for the proper application of any payment made hereunder to said first named Insured,

(d) knowledge possessed or discovery made by any partner, officer or supervisory Employee of any Insured shall for the purposes of Section 4 and Section 13 of this bond constitute knowledge or discovery by all the Insured, and

(e) if the first named Insured ceases for any reason to be covered under this bond, then the Insured next named shall thereafter be considered as the first named Insured for the purposes of this bond.

SECTION 17. NOTICE AND CHANGE OF CONTROL

Upon the Insured s obtaining knowledge of a transfer of its outstanding voting securities which results in a change in control (as set forth in Section 2(a) (9) of the Investment Company Act of 1940) of the Insured, the Insured shall within thirty (30) days of such knowledge give written notice to the Underwriter setting forth:

(a) the names of the transferors and transferees (or the names of the beneficial owners if the voting securities are requested in another name), and

(b) the total number of voting securities owned by the transferors and the transferees (or the beneficial owners), both immediately before and after the transfer, and

(c) the total number of outstanding voting securities.

As used in this section, control means the power to exercise a controlling influence over the management or policies of the Insured.

Failure to give the required notice shall result in termination of coverage of this bond, effective upon the date of stock transfer for any loss in which any transferee is concerned or implicated.

Such notice is not required to be given in the case of an Insured which is an Investment Company.

SECTION 18. CHANGE OR MODIFICATION

This bond or any instrument amending or effecting same may not be changed or modified orally. No changes in or modification thereof shall be effective unless made by written endorsement issued to form a part hereof over the signature of the Underwriter s Authorized Representative. When a bond covers only one Investment Company no change or modification which would adversely affect the rights of the Investment Company shall be effective prior to 60 days after written notification has been furnished to the Securities and Exchange Commission, Washington, D.C. by the Insured or by the Underwriter. If more than one Investment Company is named as the Insured herein, the Underwriter shall give written notice to each Investment Company and to the Securities and Exchange Commission, Washington, D.C. not less than 60 days prior to the effective date of any change or modification which would adversely affect the rights of such Investment Company.

IN WITNESS WHEREOF, the Underwriter has caused this bond to be executed on the Declarations Page.

ENDORSEMENT #1

This endorsement, effective 12:01 A.M. February 28, 2009 forms a part of

Policy No. 01-589-61-22
Issued to: TCW STRATEGIC INCOME FUND, INC; TCW FUNDS, INC.

By National Union Fire Insurance Company of Pittsburgh, PA.

AMEND GENERAL AGREEMENT A

It is agreed that:

1. General Agreement A, Additional Officers or Employees - Consolidation or Merger-Notice, paragraph (2) is hereby amended to read as follows:

   2. If an Investment Company, named as Insured herein, shall, while this bond is in force, merge or consolidate with, or purchase the assets of another institution, coverage for such acquisition shall apply automatically from the date of creation or acquisition. The Insured shall notify the Underwriter of such acquisition within 60 days of said date, and an additional premium shall be computed only if such acquisition involves additional offices or employees.

2. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitation, conditions or provisions of the attached bond other than as above stated.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #2

This endorsement, effective 12:01 A.M. February 28, 2009 forms a part of

Policy No. 01-589-61-22
Issued to: TCW STRATEGIC INCOME FUND, INC; TCW FUNDS, INC.

By National Union Fire Insurance Company of Pittsburgh, PA.

AMEND INSURED NAMED

In consideration of the premium charged for the attached bond, it is hereby agreed that:

1. From and after the time this rider becomes effective, the Insured under the attached bond are:
TCW Strategic Income Fund, Inc.

TCW Funds, Inc.

TCW Asia Pacific Equities Fund

TCW Balanced Fund Master

TCW Core Fixed Income Fund

TCW Dividend Focused Fund

TCW Diversified Value Fund

TCW Emerging Markets Equities Fund

TCW Emerging Markets Income Fund

TCW Equities Fund

TCW Focused Equities Fund

TCW Global Equities

TCW Growth Equities Fund

TCW Growth Insights

TCW High Yield Bond Fund

TCW Large Cap Core Fund

TCW Large Cap Flexible Growth Fund

TCW LifePlan Aggressive Fund

TCW LifePlan Conservative Fund

TCW LifePlan Global Aggressive Fund

TCW LifePlan Moderate Fund

TCW Money Market Fund

TCW Opportunity Fund

TCW Select Equities Fund

TCW Short Term Bond Fund

TCW Small Cap Growth Fund

TCW Total Return Bond Fund

TCW Value Added Fund

TCW Value Opportunities Fund

ENDORSEMENT #2 (Continued)

TCW Large Cap Growth

TCW Spectrum Fund

TCW Relative Value Small Cap Fund

TCW Diversified Value Fund (name change to TCW Relative Value Large Cap effective 2/27/09)

TCW International Equities Fund

TCW Growth Fund

TCW Conservative LifePlan (name change to TCW Conservative Allocation effective 2/27/09)

TCW Moderate LifePlan (name change to TCW Moderate Allocation effective 2/27/09)

TCW Aggressive LifePlan (name change to TCW Aggressive Allocation effective 2/27/09)

2. The first named Insured shall act for itself and for each and all of the Insured for all the purposes of the attached bond.

3. Knowledge possessed or discovery made by any Insured or by any partner or officer thereof shall for all the purposes of the attached bond constitute knowledge or discovery by all the Insured.

4. If, prior to the termination of the attached bond in its entirety, the attached bond is terminated as to any Insured, there shall be no liability for any loss sustained by such Insured unless discovered before the time such termination as to such Insured becomes effective.

5. The liability of the Underwriter for loss or losses sustained by any or all of the Insured shall not exceed the amount for which the Underwriter would be liable had all such loss or losses been sustained by any one of the Insured. Payment by the Underwriter to the first named Insured of loss sustained by any Insured shall fully release the Underwriter on account of such loss.

6. If the first named Insured ceases for any reason to be covered under the attached bond, then the Insured next named shall thereafter be considered as the first named Insured for all the purposes of the attached bond.

7. The attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #3

This endorsement, effective 12:01 A.M. February 28, 2009 forms a part of

Policy No. 01-589-61-22
Issued to: TCW STRATEGIC INCOME FUND, INC; TCW FUNDS, INC.

By National Union Fire Insurance Company of Pittsburgh, PA.

COMPUTER SYSTEMS

It is agreed that:

1. The attached bond is amended by adding an additional Insuring Agreement as follows:

COMPUTER SYSTEMS

Loss resulting directly from a fraudulent

1) entry of data into, or

2) change of data elements or programs within a Computer System; provided the fraudulent entry or change causes

(a) Property to be transferred, paid or delivered,

(b) An account of the Insured, or of its customer, to be added, deleted, debited or credited, or

(c) An unauthorized account or a fictitious account to be debited or credited;

3) Voice instructions or advices having been transmitted to the Insured or its agent(s) by telephone;

And provided further, the fraudulent entry or change is made or caused by an individual acting with the manifest intent to:

(i) cause the Insured or its agent(s) to sustain a loss, and

(ii) obtain financial benefit for that individual or for other persons intended by that individual to receive financial benefit,

(iii) and further provided such voice instructions or advices;

(a) were made by a person who purported to represent an individual authorized to make such voice instructions or advices; and

(b) were electronically recorded by the Insured or its agent(s).

ENDORSEMENT #3 (Continued)

A. 1) It shall be a condition to recovery under the Computer Systems Rider that the Insured and its agent(s) shall to the best of their ability electronically record all voice instructions or advises received over a telephone. The Insured and its agent(s) warrant that they shall make their best efforts to maintain the electronic recording system on a continuous basis. Nothing, however, is this Rider shall bar the insured from recovery where no recording is available because of mechanical failure of the device used in making such recording, or because of failure of the media used to record a conversation from any negligent cause, or error or omission of any Employee(s) and agent(s) of the Insured.

SCHEDULE OF SYSTEMS

All computer systems utilized by the Insured

2) As used in this Rider, Computer Systems means any

(a) computers with related peripheral components, including storage components, wherever located,

(b) systems and applications software, and

(c) terminal devices by which data are electronically collected, transmitted, processed, stored or retrieved, as well as related communication networks or customer communication system or related Electronic Funds Transfer Systems.
by which data are electronically collected, transmitted, processed, stored, and retrieved.

3) In addition to the exclusion in the attached bond, the following exclusions are applicable to this Insuring Agreement:

(a) loss resulting directly or indirectly from the theft of confidential information, material or data; and

(b) loss resulting directly or indirectly from entries or changes made by an individual authorized to have access to a Computer System who acts in good faith on instructions, unless such instructions are given to that individual by a software contractor (or by a partner, officer or employee thereof) authorized by the Insured to design, develop, prepare, supply service, write or implement programs for the Insured s Computer Systems.

ENDORSEMENT #3 (Continued)

4) The following portions of the attached bond are not applicable to this Rider:

(a) the initial paragraph of the bond proceeding the Insuring Agreement which reads at any time but discovered during the Bond Period

(b) Section 9 NON-REDUCTION AND NON-ACCUMULATION OF LIABILITY AND TOTAL LIABILITY

(c) Section 10 LIMIT OF LIABILITY

5) The coverage afforded by this Rider applies only to loss discovered by the Insured during the period this Rider is in force.

6) All loss or series of losses involving the fraudulent activity of one individual, or involving fraudulent activity in which one individual is implicated, whether or not that individual is specifically identified, shall be treated as one loss. A series of losses involving unidentified individuals but arising from the same method of operation may be deemed by the Underwriter to involve the same individual and in that event shall be treated as one loss.

7) The limit of liability for the coverage provided by this Rider shall be 8,000,000, it being understood, however, that such liability shall be a part of and not in addition to the Limit of Liability stated in Item 3 of the Declarations of the attached bond.

8) The Underwriter shall be liable hereunder for the amount by which one loss shall be in excess of $10,000 (herein called the Deductible Amount) but not in excess of the Limit of Liability stated above.

9) If any loss is covered under this Insuring Agreement and any other Insuring Agreement or coverage, the maximum amount payable for such loss shall not exceed the largest amount available under any one Insuring Agreement or coverage.

10) Coverage under this Rider shall terminate upon termination or cancellation of the bond to which this Rider is attached. Coverage under this Rider may also be terminated or cancelled without canceling this bond in its entirety:

(a) 60 days after receipt by the Insured of written notice from the Underwriter of its desire to terminate or cancel coverage under this Rider, or

(b) immediately upon receipt by the Underwriter of a written request from the Insured to terminate or cancel coverage under this Rider.

The Underwriter shall refund to the Insured the unearned premium for this coverage under this Rider. The refund shall be computed at short rates if this Rider is terminated or cancelled or reduced by notice from, or at the instance of, the Insured.

ENDORSEMENT #3 (Continued)

11) Section 4-LOSS-NOTICE-PROOF-LEGAL PROCEEDING of the Conditions and Limitations of this bond is amended by adding the following sentence:

Proof of Loss resulting from voice instructions or advices covered under this bond shall include electronic recordings of such voice instructions or advices.

12) Notwithstanding the foregoing, however, coverage afforded by this Rider is not designed to provide protection against loss covered under a separate Electronic and Computer Crime Policy by whatever title assigned or by whatever Underwriter written. Any loss which is covered under such separate Policy is excluded from coverage under this bond; and the Insured agrees to make claim for such loss under its separate Policy.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #4

This endorsement, effective 12:01 A.M. February 28, 2009 forms a part of

Policy No. 01-589-61-22
Issued to: TCW STRATEGIC INCOME FUND, INC; TCW FUNDS, INC.

By National Union Fire Insurance Company of Pittsburgh, PA.

NOTICE OF CLAIM

(REPORTING BY E-MAIL)

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. Email Reporting of Claims: In addition to the postal address set forth for any Notice of Claim Reporting under this policy, such notice may also be given in writing pursuant to the policy s other terms and conditions to the Insurer by email at the following email address: c-claim@aig.com

Your email must reference the policy number for this policy. The date of the Insurer s receipt of the emailed notice shall constitute the date of notice. In addition to Notice of Claim Reporting via email, notice may also be given to the Insurer by mailing such notice to: c-Claim for Financial Lines, AIG Domestic Claims, Inc., 175 Water Street, 9th Floor, New York, New York 10038 or faxing such notice to (866) 227-1750.

2. Definitions: For this endorsement only, the following definitions shall apply:

(a) Insurer means the Insurer, Underwriter or Company or other name specifically ascribed in this policy as the insurance company or underwriter for this policy.

(b) Notice of Claim Reporting means notice of claim/circumstance, notice of loss or other reference in the policy designated for reporting of claims, loss or occurrences or situations that may give rise or result in loss under this policy.

(c) Policy means the policy, bond or other insurance product to which this endorsement is attached.

ENDORSEMENT #4 (Continued)

3. This endorsement does not apply to any Kidnap & Ransom/Extortion Coverage Section, if any, provided by this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #5

This endorsement, effective 12:01 A.M. February 28, 2009 forms a part of

Policy No. 01-589-61-22
Issued to: TCW STRATEGIC INCOME FUND, INC; TCW FUNDS, INC.

By National Union Fire Insurance Company of Pittsburgh, PA.

AMEND SECTION 13. TERMINATION

It is agreed that:

1. The attached bond is hereby amended by deleting Section 13., TERMINATION, in its entirety and substituting the following:
The Underwriter may terminate this bond as an entirety by furnishing written notice specifying the termination date which cannot be prior to 90 days after the receipt of such written notice by each Investment Company named as Insured and the Securities and exchange Commission, Washington, D.C. The Insured may terminate this bond as an entirety by furnishing written notice to the Underwriter. When the Insured cancels, the Insured shall furnish written notice to the Securities and Exchange Commission, Washington, D.C. prior to 90 days before the effective date of the termination. The Underwriter shall notify all other Investment Companies named as Insured of the receipt of such termination notice and the termination cannot be effective prior to 90 days after receipt of written notice by all other Investment Companies. Premiums are earned until the termination date as set forth herein.

This Bond will terminate as to any one Insured, (other than a registered management investment company), immediately upon taking over of such Insured by receiver or other liquidator or by State or Federal officials, or immediately upon the filing of a petition under any State of Federal statute relative to bankruptcy or reorganization of the Insured, or assignment for the benefit of creditors of the Insured, or immediately upon such Insured ceasing to exist, whether through merge into another entity or by disposition of all of its assets.

This Bond will terminate as to any registered management investment company upon the expiration of 90 days after written notice has been given to the Securities and Exchange Commission, Washington, D.C.

The Underwriter shall refund the unearned premium computed at short rates in accordance with the standard short rate cancellation tables if terminated by the Insured or pro rata terminated for any other reason.

ENDORSEMENT #5 (Continued)

This bond shall terminate

a. as to any Employee as soon as any partner, officer or supervisory Employee of the Insured, who is not in collusion with such Employee, shall learn of any dishonest or fraudulent act(s), including Larceny or Embezzlement on the part of such Employee without prejudice to the loss of any Property then in transit in the custody of such Employee and upon the expiration of ninety (90) days after written notice has been given to the Securities and exchange Commission, Washington, D.C. (See Section 16(d)) and to the Insured Investment Company, or

b. as to any Employee 90 days after receipt by each Insured and by the Securities and Exchange Commission of a written notice from the Underwriter of its desire to terminate this bond as to such Employee, or

c. as to any person, who is a partner, officer or employee of any Electronic Date Processor covered under this bond, from and after the time that the Insured or any Partner or office thereof not in collusion with such person shall have knowledge or information that such person has committed any dishonest or fraudulent act(s), including Larceny or Embezzlement in the service of the Insured or otherwise, whether such act be committed before or after the time this bond is effective.

2. Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limitations, conditions, or provisions of the attached bond other than as above stated.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #6

This endorsement, effective 12:01 A.M. February 28, 2009 forms a part of

Policy No. 01-589-61-22
Issued to: TCW STRATEGIC INCOME FUND, INC; TCW FUNDS, INC.

By National Union Fire Insurance Company of Pittsburgh, PA.

UNAUTHORIZED SIGNATURES

It is agreed that:

1. The attached bond is amended by adding an additional Insuring Agreement as follows:
UNAUTHORIZED SIGNATURES

2. Loss resulting directly from the Insured having accepted, paid or cashed any check or withdrawal order, draft, made or drawn on a customer s account which bears the signature or endorsement of one other than a person whose name and signature is on the application file with the Insured as a signatory on such account.

3. It shall be a condition precedent to the Insured s right to recovery under this rider that the Insured shall have on file signatures of all persons who are authorized signatories on such account

4. The Limit of Liability for the coverage provided by this rider shall be $25,000 it being understood, however, that such liability shall be part of and not in addition to the Limit of Liability stated in Item 3. of the Declarations of the attached bond.

5. The Underwriter shall not be liable under the Unauthorized Signatures Rider for any loss on account of any instrument unless the amount of such instrument shall be in excess of **$5,000** (herein called Deductible Amount) and unless such loss on account of such instrument, after deducting all recoveries on account of such instrument made prior to the payment of such loss by the Underwriter, shall be in excess of such Deductible Amount and then for such excess only, but in no event more than the amount of the attached bond, of the amount of coverage under the Unauthorized Signatures Rider, if the amount of such coverage is less than the amount of the attached bond.

ENDORSEMENT #6 (Continued)

6. Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limitations, conditions, or provisions, of the attached bond other than above stated.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #7

This endorsement, effective 12:01 A.M. February 28, 2009 forms a part of

Policy No. 01-589-61-22
Issued to: TCW STRATEGIC INCOME FUND, INC; TCW FUNDS, INC.

By National Union Fire Insurance Company of Pittsburgh, PA.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE TERRITORY ENDORSEMENT

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department s Office of Foreign Assets Control (OFAC).

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #8

This endorsement, effective 12:01 A.M. February 28, 2009 forms a part of

Policy No. 01-589-61-22
Issued to: TCW STRATEGIC INCOME FUND, INC; TCW FUNDS, INC.

By National Union Fire Insurance Company of Pittsburgh, PA.

OMNIBUS RIDER

It is hereby understood and agreed that:

1. If the Insured shall, while this bond is in force, establish any new funds other than by consolidation or merger with, purchase or acquisition of assets or liabilities of, another institution, such funds shall automatically be covered hereunder from the date of such establishment without the payment of additional premium for the remainder of the premium period.

2. If the Insured shall, while this bond is in force, require an increase in limits to comply with SEC Reg. 17g-1, due to an increase in asset size of current funds insured under the bond or by the addition of new funds, such increase in limits shall automatically be covered hereunder from the date of such increase without the payment of additional premium for the remainder of the premium period.

3. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations conditions or agreements of the attached bond other than as above stated.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #9

This endorsement, effective 12:01 A.M. February 28, 2009 forms a part of

Policy No. 01-589-61-22
Issued to: TCW STRATEGIC INCOME FUND, INC; TCW FUNDS, INC.

By National Union Fire Insurance Company of Pittsburgh, PA.

CLAIMS EXPENSE

It is agreed that:

1. The attached bond is hereby amended by adding to it an additional Insuring Agreement as follows:

CLAIMS EXPENSE

Reasonable expenses necessarily incurred and paid by the Insured in preparing any valid claim for loss as defined in Insuring Agreements A, B, C, D, E, and F, and any other valid coverage added by rider which loss exceeds the Single Loss Deductible Amount of ***$5000.*** The Underwriter s maximum liability for such expenses paid by the Insured in preparing all such claims shall be limited ***$50,000.*** The aggregate limit of liability shall be limited to ***$50,000***.

2. Exclusion (u) (1) is hereby deleted in its entirety.

3. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements or the attached policy other than as above stated.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #10

This endorsement, effective 12:01 A.M. February 28, 2009 forms a part of

Policy No. 01-589-61-22
Issued to: TCW STRATEGIC INCOME FUND, INC; TCW FUNDS, INC.

By National Union Fire Insurance Company of Pittsburgh, PA.

CANCELLATION AMENDATORY

(PRO RATA)

Wherever used herein: (1) Policy means the policy or bond to which this endorsement or rider is made part of; (2) Insurer means the Insurer, Underwriter, Company or other name specifically ascribed in this Policy as the insurance company or underwriter for this Policy; (3) Company means the Named Entity, Named Corporation, Named Organization, Named Sponsor, Named Insured, First Named Insured, Insured s Representative or equivalent term stated in Item 1 of the Declarations; and (4) Period means the Policy Period, Bond Period or equivalent term stated in Item 2 of the Declarations.

In consideration of the premium charged, it is hereby understood and agreed that notwithstanding anything to the contrary in any CANCELLATION or TERMINATION clause of this Policy (and any endorsement or rider amending such cancellation or termination clause, including but not limited to any state cancellation/non-renewal amendatory attached to this policy), if this Policy shall be canceled by the Company, the Insurer shall retain the right to the premium amount for the portion of the Period during which the Policy was in effect.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #11

This endorsement, effective 12:01 A.M. February 28, 2009 forms a part of

Policy No. 01-589-61-22
Issued to: TCW STRATEGIC INCOME FUND, INC; TCW FUNDS, INC.
By National Union Fire Insurance Company of Pittsburgh, PA.

FORMS INDEX AMENDED ENDORSEMENT

FORM NUMBER	EDITION DATE	FORM TITLE
MNSCPT		INVESTMENT COMPANY BLANKET BOND DEC PAGE
41206	09/84	INVESTMENT COMPANY BLANKET BOND GUTS
MNSCPT		AMEND GENERAL AGREEMENT A
		AMEND INSURED NAMED
		COMPUTER SYSTEMS
99758	08/08	NOTICE OF CLAIM (REPORTING BY E-MAIL)
		AMEND SECTION 13., TERMINATION
		UNAUTHORIZED SIGNATURES
89644	07/05	COVERAGE TERRITORY ENDORSEMENT (OFAC)
		OMNIBUS RIDER
		CLAIMS EXPENSE
		CANCELLATION AMENDATORY (PRO RATA)
78859	10/01	FORMS INDEX ENDORSEMENT

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

CERTIFIED RESOLUTIONS

TCW FUNDS, INC.

TCW STRATEGIC INCOME FUND, INC.

The undersigned, Philip K. Holl, hereby certifies that he is the duly elected Secretary of TCW Funds, Inc. and TCW Strategic Income Fund, Inc., each a Maryland corporation (each a Fund and collectively, the Funds), and further certifies the following recital and resolution were adopted by the Boards of Directors (the Boards) of the Funds at a meeting held on June 12, 2009 at which a quorum was at all times present and that such resolution has not been modified or rescinded and is in full force and effect as of the date hereof.

WHEREAS, the Boards, including those Directors who are not interested persons of the Funds within the meaning of the Investment Company Act of 1940 (the Act), have considered the value of the aggregate assets of each Fund, the arrangements for their custody and safekeeping, the nature of the securities held in each Fund s portfolio and has determined that, in accordance with Section 17(g) of the Act and Rule 17g-1 thereunder, the form, terms, amount of coverage and provisions of the Fidelity Bond covering the officers and employees of each Fund issued by National Union Fire Insurance Company in the amount of $8 million are adequate in all material respects; and

NOW THEREFORE BE IT RESOLVED, that the amount of the Fidelity Bond coverage referred to in the foregoing recital is approved after consideration of all factors deemed relevant by the Boards, including, but not limited to, the value of the assets of the other parties named as insured, the nature of the business activities of such other parties, the amount of the Joint Insured Bond, the amount of the premium for such Bond, the ratable allocation of the premium among all parties named as insureds, the extent to which the share of the premium allocated to each Fund is less than the premium the Fund would have to pay if it had provided and maintained a single Insured Bond, the value of the assets of each Fund, the type and terms of the arrangements made for the custody of each Fund s assets, and the nature of the securities in each Fund s portfolio.

RESOLVED FURTHER, that the officers of each Fund are authorized to pay each Fund s proportionate share of the total Bond premium in accordance with the recommendation presented to this meeting.

RESOLVED FURTHER, that the Secretary or any Assistant Secretary be and hereby is, designated as the officers of each Fund to make the necessary filings and give the notices required under Section 17(g) of the Act and Rule 17g-1 thereunder.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Funds this 15th day of June 2009.

/s/ PHILIP K. HOLL

Philip K. Holl

[SEAL]

JOINT INSURED BOND AGREEMENT

AGREEMENT dated as of this 15th day of June, 1988, between TCW Convertible Securities Fund, Inc. and TCW Investment Funds, Inc.

BACKGROUND

A. Each of the parties to this Agreement is a management investment company (Fund) registered under the Investment Company Act of 1940 (the Act).

B. Rule 17g-1 under the Act requires each registered management investment company to provide and maintain in effect a bond against larceny and embezzlement by its officers and employees.

C. Rule 17g-1 authorizes the parties hereto to secure a joint insured bond naming each of them as insureds.

D. Each of the parties hereto is, or will be, named as an insured on a joint fidelity bond which has a term of one year commencing February 17, 1988.

E. A majority of the Boards of Directors of the respective parties hereto, who are not interested persons of such party as defined by Section 2(a)(19) of the Act, have given due consideration, to all factors relevant to the form, amount and ratable allocation of premiums of such joint insured bonds and each such governing body of the representative parties has approved the terms and amount of the bonds and the portion of the premiums payable by that party hereunder.

F. Each party has determined that the allocation of the proceeds payable under the joint insured bonds as set forth herein (which takes into account the minimum amount of bond required for each party by Rule 17g-1 if it maintained a single insured bond) is equitable.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein, hereby agree as follows:

1. **Joint Insured Bond.** Each party shall maintain in effect a joint fidelity insurance bond(s) (the Bond) from a reputable fidelity insurance company, authorized to do business in the place where the Bond is issued, insuring such party against larceny and embezzlement and covering such of its officers and employees who may, singly or jointly with others, have access, directly or indirectly, to its securities or funds. The Bond shall name each party as an insured and shall comply with the requirements for such bonds established by Rule 17g-1.

2. **Amount.** The Bond shall be in an amount of not less than two million dollars. The aggregate amount required by Rule 17g-1(d) to be maintained by the Funds based on gross net assets as of June 15, 1988 is $650,000. The per Fund assets and coverage amount is set forth below:

Investment Companies Managed By	**Gross Assets**	**Rule 17g-1 Minimum Bond**
TCW Funds Management, Inc.	**(In Mils)**	**Coverage Required**
TCW Convertible Securities Fund, Inc.	$ 179	$ 650,000
TCW Investment Funds, Inc. TCW-LA	$ 0	$ 0
TOTAL	$ 179	$ 650,000

3. **Ratable Allocation of Premium.**

(a) The premium will be allocated ratably among the Funds, provided, however, that should an increase in the Bond be required by reason of an increase in the gross assets of one or more Funds beyond that noted in Section (2) hereof, each party hereto shall pay a share of the increased premium for the increased bond equal to such party s increase in assets divided by the total increase in assets. With respect to named insured that may be added to the bonds and this Agreement pursuant to Section 7 hereof subsequent to the inception date of the bonds, any such increases in gross assets for the purpose of this Section 3(a) shall be measured from $0 dollars and prorated from the inception date of coverage under the bonds.

(b) Notwithstanding the provision of Section 3(a), any additional premiums that may become due under any Bond as a result of the addition of a named insured thereunder pursuant to Section 7 hereof, which addition did not require an increase in the amount of any such Bond, shall be payable, with respect to the Funds portion of such premium, by the additional named insured.

4. **Ratable Allocation of Proceeds.**

(a) If more than one of the parties sustains a single loss (including a loss sustained before the date hereof) for which recovery is received under the Bond, each such party shall receive that portion of the recovery which is sufficient in amount to indemnify that party in full for the loss sustained by it, unless the recovery is inadequate to fully indemnify all such parties sustaining a single loss.

(b) If the recovery is inadequate to fully indemnify all parties sustaining a single loss, the recovery shall be allocated among such parties as follows:

(i) Each such Fund sustaining a loss shall be allocated an amount equal to the lesser of its actual loss or the minimum amount of the fidelity bond which would be required to be maintained by such party under a single insured bond (determined as of the time of the loss in accordance with the provisions of Rule 17g-1).

(ii) The remaining portion of the recovery (if any) shall be allocated to each party sustaining a loss not fully indemnified by the allocation under subparagraph (i) in the same proportion as the portion of each party s loss which is not fully indemnified bears to the sum of the unindemnified losses of all such parties. If such allocation would result in any party receiving a portion of the recovery in excess of the loss actually sustained by it, the aggregate of such excess portions shall be allocate among the other parties whose losses would not be fully indemnified in the same proportion as the portion of each such party s loss which is not fully indemnified bears to the sum of all of the unindemnified losses of all such parties. Any allocation in excess of a loss actually sustained by any party shall be reallocated in the same manner.

5. **Claims and Settlements.** Each party shall, within five days after the making of any claim under the Bond, provide the other parties with written notice of the amount and nature of such claim. Each party shall, within five days after the receipt thereof, provide the other parties with written notice of the terms of settlement of any claim made under the Bond by such party. In the event that two or more parties shall agree to settlement with the fidelity company of a claim made under the Bond with respect to a single loss, such parties shall, within five days after settlement, provide any other party not a party to such claim with written notice of the amounts to be received by each claiming party under Section 4 hereof. The officers of the respective parties designated as responsible for filing notices required by paragraph (g) of Rule 17g-1 under the Act shall give and receive any notice required hereby.

6. **Modifications and Amendments.** Any party may increase the amount of the Bond. Such party must give written notice thereof to the other parties to this Agreement. If pursuant to Rule 17g-1 any party shall determine that the coverage provided pursuant to this Agreement should otherwise be modified, it shall so notify the other parties hereto, and indicate the nature of the modification which it believes to be appropriate. If, within 45 days of such notice, any necessary amendments to this Agreement shall not have been made and the request for modification shall not have been withdrawn, this Agreement shall terminate with respect to such party (except with respect to losses occurring prior to such termination). Any party may withdraw from this Agreement at any time and cease to be a party hereto (except with respect to losses occurring prior to such withdrawal) by giving written notice to the other parties of such withdrawal. Upon withdrawal, a withdrawing party shall be entitled to receive any portion of any premium rebated by the fidelity company with respect to such withdrawal.

7. **Additional Named Insureds.** Any newly created investment company managed by TCW Funds Management, Inc., or any affiliate thereof, and required to maintain a bond pursuant to Rule 17g-1 may be added as an additional named insured to the Bond and as an additional party to this Agreement upon execution of a Schedule I in the form attached to this Agreement as Exhibit A. Inclusion of such Company as a party to this Agreement shall be effective as of the date such company is added to the Bond as a named insured. No payment of any portion of the initial premiums shall be required of any additional named insured company, it being hereby agreed that any such reimbursement amount due to each of the other parties to this Agreement would be de minimis. Any additional premium due and payable as a result of, or subsequent to, addition of such investment company under the Bond shall be payable pursuant to the provisions of Section 3 hereof.

8. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California.

9. **No Assignment.** This Agreement is not assignable.

10. **Notices.** All notices and other communications hereunder shall be in writing and shall be addressed to the appropriate party at 400 South Hope Street, Los Angeles, CA 90071.

Certain of the Funds are comprised of Portfolios. All obligations of any of such respective Funds under this Agreement shall apply only on a Portfolio by Portfolio basis, and the assets of one Portfolio shall not be liable for the obligations of any other Portfolio.

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the day and year first above written.

TCW CONVERTIBLE SECURITIES FUND, INC.

BY:
Ernest O. Ellison
President

TCW INVESTMENT FUNDS, INC.

BY:
Ernest O. Ellison
President

SCHEDULE I

to

JOINT INSURED BOND AGREEMENT

dated June 15, 1988

For the purpose of obtaining fidelity bond coverage under the joint insured bonds (Bonds) maintained by the parties to that certain Joint Insured Bond Agreement dated June 15, 1988 (Agreement), the undersigned hereby certifies to all other parties to such Agreement (Parties) as follows:

a. That it is managed by TCW Funds Management, Inc. or an affiliate thereof;

b. That it is a regulated management investment company required to provide and maintain in effect a fidelity bond against larceny and embezzlement by its officers and employees by Rule 17g-1 under the Investment Company Act of 1940 (the Act);

c. That the company qualifies under the terms of Rule 17g-1 for inclusion as a named insured on the joint insured bonds maintained by the Parties;

d. That a majority of the Boards of Directors/Trustees/Managing General Partners of the company who are not interested persons of such party as defined by Section 2(a)(19) of the Act, have given due consideration to all factors relevant to the form, amount and ratable allocation of premiums of such joint insured bonds, and such governing body has approved the terms and amount of the bonds and the portion of the premiums payable by the company under the Agreement;

e. That the company has determined that the allocation of the proceeds payable under the joint insured bonds as set forth in the Agreement (which takes into account the minimum amount of bond required for each party by Rule 17g-1 if it maintained a single insured bond) is equitable;

The undersigned hereby requests to be added as a named insured under the Bonds maintained by the Parties and as a Party to the Agreement. The undersigned hereby agrees to be bound by all terms and provisions of the Agreement effective as of the date it is included as a named insured under the bonds.

Executed as of this 14th day of December, 1992.

TCW FUNDS, INC.

BY:

BY:

SCHEDULE II

to

JOINT INSURED BOND AGREEMENT

dated June 15, 1988

For the purpose of obtaining fidelity bond coverage under the joint insured bonds (Bonds) maintained by the parties to that certain Joint Insured Bond Agreement dated June 15, 1988 (Agreement), the undersigned hereby certifies to all other parties to such Agreement (Parties) as follows:

a. That it is managed by TCW Investment Management Company or an affiliate thereof;

b. That it is a regulated management investment company required to provide and maintain in effect a fidelity bond against larceny and embezzlement by its officers and employees by Rule 17g-1 under the Investment Company Act of 1940 (the Act);

c. That the company qualifies under the terms of Rule 17g-1 for inclusion as a named insured on the joint insured bonds maintained by the Parties;

d. That a majority of the Board of Trustees of the company who are not interested persons of such party as defined by Section 2(a)(19) of the Act, have given due consideration to all factors relevant to the form, amount and ratable allocation of premiums of such joint insured bonds, and such governing body has approved the terms and amount of the bonds and the portion of the premiums payable by the company under the Agreement;

e. That the company has determined that the allocation of the proceeds payable under the joint insured bonds as set forth in the Agreement (which takes into account the minimum amount of bond required for each party by Rule 17g-1 if it maintained a single insured bond) is equitable;

The undersigned hereby requests to be added as a named insured under the Bonds maintained by the Parties and as a Party to the Agreement. The undersigned hereby agrees to be bound by all terms and provisions of the Agreement effective as of the date it is included as a named insured under the bonds.

Executed as of this 12th day of December, 2002

TCW PREMIER FUNDS

BY:

BY:

ZE: 10pt; FONT-FAMILY: times new roman">
Interest rate swaps
2,548 $977,847 $248,672
Liabilities:

Commodity derivatives
$119,124 $260,058

Interest rate swaps
82,422 32,475 $201,546 $292,533

By using derivative instruments to economically hedge exposures to changes in commodity prices and interest rates, the Company exposes itself to credit risk and market risk. Credit risk is the failure of the counterparty to perform under the terms of the derivative contract. When the fair value of a derivative contract is positive, the counterparty owes the Company, which creates credit risk. The Company's counterparties are participants in its Credit Facility (see Note 8) which is secured by the Company's oil and gas reserves; therefore, the Company is not required to post any collateral. The Company does not require collateral from the counterparties. The maximum amount of loss due to credit risk that the Company would incur if its counterparties failed completely to perform according to the terms of the contracts, based on the gross fair value of financial instruments, was approximately $977.8 million at December 31, 2008. The Company minimizes the credit risk in derivative instruments by: (i) limiting its exposure to any single counterparty; (ii) entering into derivative instruments only with counterparties that are also lenders in the Company's Credit Facility, each of which currently meet the Company's minimum credit quality standard; and (iii) monitoring the creditworthiness of the Company's counterparties on an ongoing basis. In accordance with the Company's standard practice, its commodity and interest rate swap derivatives are subject to counterparty netting under agreements governing such derivatives and therefore the risk of such loss is somewhat mitigated at December 31, 2008. See Note 13 for details about canceled commodity contracts with Lehman Commodity Services.

Gain (Loss) on Derivatives

Gains and losses on derivatives are reported on the consolidated statement of operations in "gain (loss) on oil and gas derivatives" and "gain (loss) on interest rate swaps" and include realized and unrealized gains (losses). Realized gains (losses), excluding canceled commodity derivatives, represent amounts related to the settlement of derivative instruments, and for commodity derivatives, are aligned with the underlying production. Unrealized gains (losses) represent the change in fair value of the derivative instruments and are non-cash items.

Table of Contents

The following presents the Company's reported gains and losses on derivative instruments:

	Year Ended December 31,		
	2008	2007	2006
	(in thousands)		
Realized gains (losses):			
Commodity derivatives	$ 9,408	$ 37,250	$ 20,160
Canceled commodity derivatives	(81,358)		
Interest rate swaps	(16,036)	1,467	281
	$ (87,986)	$ 38,717	$ 20,441
Unrealized gains (losses):			
Commodity derivatives	$ 734,732	$ (382,787)	$ 83,148
Interest rate swaps	(50,638)	(29,548)	82
	$ 684,094	$ (412,335)	$ 83,230
Total gains (losses):			
Commodity derivatives	$ 662,782	$ (345,537)	$ 103,308
Interest rate swaps	(66,674)	(28,081)	363
	$ 596,108	$ (373,618)	$ 103,671

During the year ended December 31, 2008, the Company canceled (before the contract settlement date) derivative contracts on estimated future gas production resulting in realized losses of $81.4 million. The future gas production under the canceled contracts primarily related to properties in the Appalachian Basin and Verden areas (see Note 2).

In addition, in September 2008, the Company canceled (before the contract settlement date) all of its commodity derivative contracts with Lehman Commodity Services as counterparty. The Company entered into contracts for substantially the same volumes at identical strike prices with another participant in its Credit Facility for a cost of approximately $67.6 million. As a result, effective September 17, 2008, Lehman Commodity Services was no longer a counterparty to any of the Company's commodity derivative contracts and the Company's overall derivative positions are unchanged. See Note 13 for details about the Company's receivable for the canceled derivative contracts from Lehman Commodity Services.

(10) Fair Value of Financial Instruments

The Company accounts for its oil and gas commodity derivatives and interest rate swaps at fair value (see Note 9) on a recurring basis. Effective January 1, 2008, the Company adopted SFAS 157 for these financial instruments. SFAS 157 defines fair value, establishes a framework for measuring fair value, establishes a fair value hierarchy based on the quality of inputs used to measure fair value, and enhances disclosure requirements for fair value measurements. The impact of the adoption of SFAS 157 to the Company's results of operations was a decrease in net income of approximately $4.0 million, or $0.04 per unit, for the year ended December 31, 2008, resulting from assumed credit risk adjustments. The credit risk adjustments are based on published credit ratings, public bond yield spreads and credit default swap spreads. The impact of the Company's assumed credit risk adjustment was a gain of approximately $8.9 million. The impact of the counterparties' assumed credit risk adjustment was a loss of approximately $12.9 million.

The fair value of derivative instruments is determined utilizing pricing models for significantly similar instruments. The models use a variety of techniques to arrive at fair value, including quotes and pricing analysis. Inputs to the pricing models include publicly available prices and forward curves generated from a compilation of data gathered from third parties.

84

Table of Contents

Fair Value Hierarchy

In accordance with SFAS 157, the Company has categorized its financial instruments, based on the priority of inputs to the valuation technique, into a three-level fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3).

Financial assets and liabilities recorded on the consolidated balance sheet are categorized based on the inputs to the valuation techniques as follows:

Level 1 Financial assets and liabilities for which values are based on unadjusted quoted prices for identical assets or liabilities in an active market that management has the ability to access.

Level 2 Financial assets and liabilities for which values are based on quoted prices in markets that are not active or model inputs that are observable either directly or indirectly for substantially the full term of the asset or liability (commodity derivatives and interest rate swaps).

Level 3 Financial assets and liabilities for which values are based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement. These inputs reflect management's own assumptions about the assumptions a market participant would use in pricing the asset or liability.

As required by SFAS 157, when the inputs used to measure fair value fall within different levels of the hierarchy in a liquid environment, the level within which the fair value measurement is categorized is based on the lowest level input that is significant to the fair value measurement in its entirety. The Company conducts a review of fair value hierarchy classifications on a quarterly basis. Changes in the observability of valuation inputs may result in a reclassification for certain financial assets or liabilities.

The following presents the Company's fair value hierarchy for assets and liabilities measured at fair value on a recurring basis at December 31, 2008. These items are included in "derivative instruments" on the consolidated balance sheet.

	Fair Value Measurements on a Recurring Basis December 31, 2008		
	Level 2	Netting (1)	Total
		(in thousands)	
Assets:			
Commodity derivatives	$ 977,847	$ (115,191)	$ 862,656
Interest rate swaps	$	$	$
Liabilities:			
Commodity derivatives	$ 119,124	$ (115,191)	$ 3,933
Interest rate swaps	$ 82,422	$	$ 82,422

(1) Represents counterparty netting under derivative netting agreements.

At December 31, 2008, the Company also had Senior Notes with a net carrying value of $250.2 million (see Note 8) and a fair value of $147.3 million. The fair value of the Senior Notes was estimated based on prices quoted from third-party financial institutions.

85

Table of Contents

(11) Other Property and Equipment

Other property and equipment consists of the following:

	December 31, 2008	2007
	(in thousands)	
Gas compression plant and pipeline	$ 87,133	$ 112,182
Land	848	1,052
Buildings and leasehold improvements	7,382	8,510
Vehicles	4,121	7,405
Drilling and other equipment	4,708	12,313
Furniture and office equipment	7,267	8,127
	111,459	149,589
Less accumulated depreciation	(13,171)	(12,150)
	$ 98,288	$ 137,439

(12) Asset Retirement Obligations

Asset retirement obligations (“ARO”) associated with retiring tangible long-lived assets, are recognized as a liability in the period in which a legal obligation is incurred and becomes determinable. This liability is offset by a corresponding increase in the carrying amount of the underlying asset. The cost of the tangible asset, including the initially recognized ARO, is depleted such that the cost of the ARO is recognized over the useful life of the asset. The ARO is recorded at fair value, and accretion expense is recognized over time as the discounted liability is accreted to its expected settlement value. The fair value of ARO is measured using expected future cash outflows discounted at the Company’s average credit-adjusted risk-free interest rate (7.8%, 7.0% and 7.0% for the years ended December 31, 2008, 2007 and 2006, respectively).

Inherent in the fair value calculation of ARO are numerous assumptions and judgments including the ultimate settlement amounts, inflation factors, credit adjusted discount rates, timing of settlement, and changes in legal, regulatory, environmental and political environments. To the extent future revisions to these assumptions impact the fair value of the existing ARO liability, a corresponding adjustment is made to the asset balance.

The following presents a reconciliation of the ARO liability:

	December 31, 2008	2007
	(in thousands)	
ARO at beginning of year	$ 29,073	$ 8,594
Liabilities added related to acquisitions and drilling	5,939	15,922
Liabilities associated with assets sold	(8,020)	
Current year accretion expense	1,967	1,014
Settlements	(37)	
Revision of estimates		3,543
ARO at end of year	$ 28,922	$ 29,073

86

Table of Contents

(13) Commitments and Contingencies

On September 15, 2008, Lehman Holdings filed a voluntary petition for reorganization under Chapter 11 of the United States Bankruptcy Code (“Chapter 11”) with the United States Bankruptcy Court for the Southern District of New York (the “Court”). On October 3, 2008, Lehman Commodity Services also filed a voluntary petition for reorganization under Chapter 11 with the Court. As of December 31, 2008, the Company had a receivable of approximately $67.6 million from Lehman Commodity Services for canceled derivative contracts (see Note 9). The Company is pursuing various legal remedies to protect its interests. Based on market expectations, at December 31, 2008, the Company estimated approximately $6.7 million of the receivable balance to be collectible. The net receivable of approximately $6.7 million is included in “other current assets, net” on the consolidated balance sheet at December 31, 2008. The related expense is included in "gain (loss) on oil and gas derivatives" on the consolidated statement of operations for the year ended December 31, 2008. The Company believes that the ultimate disposition of this matter will not have a material adverse effect on its business, financial position, results of operations or liquidity.

From time to time the Company is a party to various legal proceedings or is subject to industry rulings that could bring rise to claims in the ordinary course of business. The Company is not currently a party to any litigation or pending claims that it believes would have a material adverse effect on its business, financial position, results of operations or liquidity.

(14) Earnings Per Unit

Basic earnings per unit is computed in accordance with SFAS No. 128, “Earnings Per Share” (“SFAS 128”) by dividing net earnings attributable to unitholders by the weighted average number of units outstanding during each period. Diluted earnings per unit is computed by adjusting the average number of units outstanding for the dilutive effect, if any, of unit equivalents. The Company uses the treasury stock method to determine the dilutive effect. At December 31, 2006, the Company had two classes of units outstanding: (i) units representing limited liability company interests (“units”) listed on The NASDAQ Global Market under the symbol “LINE” and (ii) Class B units.

In accordance with SFAS 128, dual presentation of basic and diluted earnings per unit has been presented in the consolidated statement of operations for the year ended December 31, 2006 for each class of units issued and outstanding at that date, units and Class B units. Net income per unit was allocated to the units and the Class B units on an equal basis. Certain existing holders of Linn Energy units totaling over 50% committed in advance to vote at a unitholder meeting in favor of the conversion of Class B units to units and the Class B units were converted to units on a one-for-one basis in January 2007; therefore, the Class B units share equally with the units in the net income of the Company. Since the Class B units were converted to units in January 2007, they share equally in the February 2007 distributions and all future distributions. The Company made no distributions to Class B unitholders during the period the Class B units were outstanding.

Table of Contents

The following table summarizes the calculation of basic and diluted net income (loss) per unit:

	Year Ended December 31,		
	2008	2007	2006
	(in thousands, except per unit amounts)		
Income (loss) from continuing operations	$ 825,657	$ (356,194)	$ 69,811
Income (loss) from discontinued operations	173,959	(8,155)	9,374
Net income (loss)	$ 999,616	$ (364,349)	$ 79,185
Weighted average units outstanding:			
Basic units outstanding	114,140	68,916	28,281
Dilutive effect of unit equivalents	116		2,104
Diluted units outstanding	114,256	68,916	30,385
Weighted average Class B units outstanding:			
Basic Class B units outstanding			1,737
Dilutive effect of unit equivalents			
Diluted Class B units outstanding			1,737
Income (loss) per unit – continuing operations:			
Units – basic	$ 7.23	$ (5.17)	$ 2.33
Units – diluted	$ 7.23	$ (5.17)	$ 2.30
Class B units – basic	$	$	$ 2.33
Class B units – diluted	$	$	$ 2.30
Income (loss) per unit – discontinued operations:			
Units – basic	$ 1.53	$ (0.12)	$ 0.31
Units – diluted	$ 1.52	$ (0.12)	$ 0.31
Class B units – basic	$	$	$ 0.31
Class B units – diluted	$	$	$ 0.31
Net income (loss) per unit:			
Units – basic	$ 8.76	$ (5.29)	$ 2.64
Units – diluted	$ 8.75	$ (5.29)	$ 2.61
Class B units – basic	$	$	$ 2.64
Class B units – diluted	$	$	$ 2.61

Basic units outstanding excludes the effect of average anti-dilutive common stock equivalents related to unit options and warrants and unvested restricted units of 2.2 million, 2.0 million and 0.2 million for the years ended December 31, 2008, 2007 and 2006, respectively. In addition, basic units outstanding excludes the effect of average anti-dilutive Class B units for the year ended December 31, 2006. All equivalent units were anti-dilutive for the year ended December 31, 2007, as the Company reported a loss from continuing operations.

(15) Operating Leases

The Company leases office space and other property and equipment under lease agreements expiring on various dates through 2015. The Company recognized expense under operating leases of approximately $3.2 million, $1.2 million and $0.5 million for the years ended December 31, 2008, 2007 and 2006, respectively.

88

Table of Contents

As of December 31, 2008, future minimum lease payments were as follows (in thousands):

2009	$ 3,538
2010	3,682
2011	3,377
2012	3,237
2013	2,774
Thereafter	4,000
	$ 20,608

(16) Income Taxes

The Company is treated as a partnership for federal and state income tax purposes, with the exception of the state of Texas, with income tax liabilities and/or benefits of the Company being passed through to the unitholders. As such, it is not a taxable entity, it does not directly pay federal and state income tax and recognition has not been given to federal and state income taxes for the operations of the Company except as described below. Its taxable income or loss, which may vary substantially from the net income or net loss reported in the consolidated statement of operations, is includable in the federal and state income tax returns of each unitholder. The aggregate difference in the basis of net assets for financial and tax reporting purposes cannot be readily determined as the Company does not have access to information about each unitholder's tax attributes in the Company.

Certain of the Company's subsidiaries are Subchapter C-corporations subject to corporate income taxes. In addition, limited liability companies are subject to state income taxes in Texas. The income tax benefit (expense) from continuing operations consisted of the following:

	Year Ended December 31,		
	2008	2007	2006
	(in thousands)		
Current taxes:			
Federal	$ (1,184)	$ (1,355)	$ —
State	(1,528)	(283)	(2)
Deferred taxes:			
Federal	—	(3,066)	1,594
State	—	(84)	381
	$ (2,712)	$ (4,788)	$ 1,973

As of December 31, 2008, the Company's taxable entities had approximately $7.0 million of net operating loss carryforwards for federal income tax purposes, which will begin expiring in 2025.

Table of Contents

Income tax expense differed from amounts computed by applying the federal income tax rate of 35% to pre-tax income (loss) from continuing operations as a result of the following:

	Year Ended December 31,		
	2008	2007	2006
Federal statutory rate	35.0%	35.0%	35.0%
State, net of federal tax benefit	0.1	(0.1)	(0.6)
Income (loss) from non-taxable entities	(34.9)	(35.3)	(50.2)
Non-deductible compensation	—	(0.3)	10.1
Other items	0.1	(0.7)	2.8
Effective rate	0.3%	(1.4)%	(2.9)%

Significant components of the deferred tax assets and liabilities were as follows:

	December 31,	
	2008	2007
	(in thousands)	
Deferred tax assets:		
Net operating loss carryforwards	$ 2,767	$ 2,449
Unit-based compensation	5,617	3,762
Other	897	285
Valuation allowance	(7,132)	(4,249)
Total deferred tax assets	2,149	2,247
Deferred tax liabilities:		
Property and equipment principally due to differences in depreciation	(2,149)	(2,247)
Total deferred tax liabilities	(2,149)	(2,247)
Net deferred tax assets (liabilities)	$ —	$ —

Net deferred tax assets and liabilities were classified in the consolidated balance sheets as follows:

	December 31,	
	2008	2007
	(in thousands)	
Deferred tax asset	$ 2,149	$ 2,247
Deferred tax liability	(2,149)	(2,247)
Net deferred tax assets (liabilities)	$ —	$ —

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in making this assessment. Based upon the level of historical taxable income and projections for future taxable income over the periods in which the deferred tax assets are deductible, management believes it is not more likely than not that the Company will realize the benefits of these deductible differences at December 31, 2008; therefore, the Company has recorded a valuation allowance against the deferred tax asset.

90

Table of Contents

The Company adopted Financial Interpretation No. 48, "Accounting for Uncertainty in Income Taxes – an interpretation of FASB Statement No. 109" ("FIN 48") on January 1, 2007. FIN 48 requires that the Company recognize only the impact of income tax positions that, based on their merits, are more likely than not to be sustained upon audit by a taxing authority. It also requires expanded financial statement disclosure of such positions.

In evaluating its current tax positions in order to identify any material uncertain tax positions, the Company developed a policy in identifying uncertain tax positions that considers support for each tax position, industry standards, tax return disclosures and schedules, and the significance of each position. The Company had no material uncertain tax positions at December 31, 2008 or 2007.

(17) Related Party Transactions

Lehman Holdings

During the year ended December 31, 2008 (through July 3, 2008), and the year ended December 31, 2007, on an aggregate basis, a group of certain direct or indirect wholly owned subsidiaries of Lehman Holdings owned over 10% of the Company's outstanding units. As such, Lehman Holdings was considered a related party under the provisions of SFAS No. 57 "Related Party Disclosures" during that time frame. Lehman Holdings' subsidiaries provided certain services to the Company, including participation in the Company's Credit Facility, Term Loan, offering of Senior Notes (see Note 8), sale of Appalachian Basin assets (see Note 2) and sale of commodity derivative instruments (see Note 9), which were all consummated on terms equivalent to those that prevail in arm's-length transactions. A reference to "Lehman" hereafter in this footnote refers to Lehman Holdings or one or more of its subsidiaries, as applicable. See Note 13 for details about Lehman's Chapter 11 filings.

During the year ended December 31, 2008 (through July 3), the Company paid Lehman interest on borrowings of approximately $2.2 million and financing fees of approximately $1.8 million. During the years ended December 31, 2007, the Company paid Lehman interest on borrowings of approximately $2.1 million and financing fees of approximately $0.1 million.

During the year ended December 31, 2007, in conjunction with its private placements of units, the Company paid Lehman underwriting fees of approximately $13.5 million. Lehman was a participant in the private placements and the Company received approximately $378.7 million of proceeds from Lehman in relation to these transactions during the year ended December 31, 2007.

During the year ended December 31, 2008 (through July 3), the Company paid distributions on units to Lehman of approximately $18.5 million. During the year ended December 31, 2007, the Company paid distributions on units to Lehman of approximately $15.2 million. During the year ended December 31, 2008 (through July 3), the Company paid Lehman approximately $18.8 million, on settled commodity derivative contracts. During the year ended December 31, 2007, Lehman paid the Company approximately $8.2 million on settled commodity derivative contracts. During year ended December 31, 2008 (through July 3), the Company purchased approximately $1.3 million of deal contingent oil swap contracts from Lehman. In addition, during the year ended December 31, 2007, the Company paid Lehman approximately $226.3 million for oil and gas swap contracts.

The following sets forth the amounts due to or from Lehman as of December 31, 2007 (in thousands):

Assets:		
Current oil and gas derivative assets	$	14,226
Liabilities:		
Other accrued liabilities	$	1,440

Long-term debt	$	40,404
Noncurrent oil and gas derivative liabilities	$	7,028

Table of Contents

Other

Eric P. Linn, brother of the Company's Chairman and Chief Executive Officer, served as President of one of the Company's wholly owned subsidiaries. Effective March 31, 2008, Mr. Linn's employment with the Company terminated and he executed a Severance Agreement and Release. Under the terms of that agreement, Mr. Linn will receive $0.2 million in cash, six months of outplacement services, accelerated vesting of certain unvested restricted units and unvested options, and payment of COBRA coverage until December 31, 2008 or until obtainment of other comparable health care benefits.

During the years ended December 31, 2008 and 2007, the Company made payments of approximately $0.3 million and $0.2 million to a company owned by a member of its Board of Directors. The payments primarily reflect purchases of gas and are primarily included in "gas marketing expenses" on the consolidated statements of operations. The expenses were consummated on terms equivalent to those that prevail in arm's-length transactions.

During the year ended December 31, 2006, the Company made payments of approximately $0.4 million to a company owned by one of its senior executives. The payments reflect reimbursement for maintenance and hourly usage fees for business use of an aircraft that was partially owned by the senior executive. These costs are included in "general and administrative expenses" on the consolidated statement of operations. The fees and expenses associated with the reimbursements were consummated on terms equivalent to those that prevail in arm's-length transactions. During the year ended December 31, 2006, the Company made other arrangements for corporate travel and these reimbursements were discontinued.

(18) Supplemental Disclosures to the Consolidated Balance Sheet and Consolidated Statement of Cash Flows

"Other accrued liabilities" reported on the consolidated balance sheet include the following:

	December 31, 2008	2007
	(in thousands)	
Accrued compensation	$ 11,366	$ 6,498
Accrued interest	14,232	5,802
Other	1,565	2,130
	$ 27,163	$ 14,430

Table of Contents

Supplemental disclosures to the consolidated statement of cash flows are presented below:

	Year Ended December 31, 2008	2007	2006
		(in thousands)	
Cash payments for interest	$ 94,958	$ 57,348	$ 24,147
Cash payments for income taxes	$ 452	$	$
Non-cash investing activities:			
In connection with the purchase of oil and gas properties, liabilities were assumed as follows:			
Fair value of assets acquired	$ 602,858	$ 2,710,417	$ 470,362
Cash paid	(593,412)	(2,649,965)	(467,137)
Liabilities assumed, net	$ 9,446	$ 60,452	$ 3,225
Non-cash financing activities:			
Units issued in connection with the purchase of oil and gas properties	$ 23,455	$	$

(19) Recently Issued Accounting Standards

In October 2008, the Financial Accounting Standards Board ("FASB") issued FASB Staff Position ("FSP") FAS 157-3, "Determining the Fair Value of a Financial Asset When the Market for That Asset Is Not Active" ("FSP 157-3"), which clarifies the application of SFAS 157 in a market that is not active. FSP 157-3 is effective upon issuance and its adoption had no material impact on the Company's results of operations or financial position.

In June 2008, the FASB issued FSP EITF 03-6-1, "Determining Whether Instruments Granted in Share-Based Payment Transactions Are Participating Securities," which addresses whether instruments granted in share-based payment transactions are participating securities prior to vesting and, therefore, need to be included in the earnings allocation in computing earnings per share under the two-class method. This FSP is effective for financial statements issued for fiscal years beginning after December 15, 2008. The Company is currently evaluating the impact the provisions of this FSP will have on its results of operations and financial position, but does not expect it will be material.

In April 2008, the FASB issued FSP FAS 142-3, "Determination of the Useful Life of Intangible Assets," which amends the factors that should be considered in developing renewal or extension assumptions used to determine the useful life of a recognized intangible asset. The intent of this FSP is to improve the consistency between the useful life of a recognized intangible asset and the period of expected cash flows used to measure the fair value of the asset. This FSP is effective for financial statements issued for fiscal years beginning after December 15, 2008. The Company is currently evaluating the impact the provisions of this FSP will have on its results of operations and financial position, but does not expect it will be material.

In March 2008, the FASB issued SFAS No. 161, "Disclosures about Derivative Instruments and Hedging Activities - an Amendment of FASB Statement 133" ("SFAS 161"). SFAS 161 requires expanded disclosure regarding derivatives and hedging activities including disclosure of the fair values of derivative instruments and their gains and losses in tabular form. SFAS 161 is effective for fiscal years and interim periods beginning after November 15, 2008, with early adoption encouraged. The Company adopted SFAS 161 effective January 1, 2008 (see Note 9). The adoption of the requirements of SFAS 161, which solely expanded disclosures, had no effect on the Company's results of

operations or financial position.

Table of Contents

In February 2008, the FASB issued FSP FAS 157-2, “Effective Date of FASB Statement No. 157,” which defers the effective date of SFAS 157 for one year for certain nonfinancial assets and nonfinancial liabilities, except those that are recognized or disclosed at fair value in the financial statements on a recurring basis. On January 1, 2008, the Company adopted the provisions of SFAS 157 related to financial assets and liabilities and to nonfinancial assets and liabilities measured at fair value on a recurring basis (see Note 10). On January 1, 2009, the Company will adopt the provisions for nonfinancial assets and nonfinancial liabilities that are not required or permitted to be measured at fair value on a recurring basis, which include those measured at fair value in goodwill impairment testing, indefinite-lived intangible assets measured at fair value for impairment assessment, nonfinancial long-lived assets measured at fair value for impairment assessment, asset retirement obligations initially measured at fair value, and those initially measured at fair value in a business combination. The Company is currently evaluating the impact the provisions of SFAS 157 related to these items will have on its results of operations and financial position.

In December 2007, the FASB issued SFAS No. 141 (Revised 2007), “Business Combinations” (“SFAS 141R”). Under Statement 141R, an acquiring entity will be required to recognize all the assets acquired and liabilities assumed at the acquisition date fair value with limited exceptions. Statement 141R will change the accounting treatment for certain specific items, including acquisition costs, which will be expensed as incurred, and acquired contingent liabilities, which will be recorded at fair value at the acquisition date. SFAS 141R also includes new disclosure requirements. SFAS 141R applies prospectively to business combinations for which the acquisition date is on or after the beginning of the first annual reporting period on or after December 15, 2008, with earlier adoption prohibited. The Company will implement SFAS 141R as related to acquisitions that occur after January 1, 2009.

In September 2006, the FASB issued SFAS 157, which provides guidance for using fair value to measure assets and liabilities. SFAS 157 applies whenever other standards require (or permit) assets or liabilities to be measured at fair value and clarifies that for items that are not actively traded, such as certain kinds of derivatives, fair value should reflect the price in a transaction with a market participant, including an adjustment for risk, not just the mark-to-market value. SFAS 157 also requires expanded disclosure of the effect on earnings for items measured using unobservable data. The Company adopted the provisions of SFAS 157 for financial assets effective January 1, 2008 (see Note 10). The provisions of SFAS 157 are applicable to non-financial assets effective for fiscal years beginning after November 15, 2008. The Company is currently evaluating the impact the adoption of SFAS 157 for non-financial assets will have on its results of operations and financial position.

Table of Contents

LINN ENERGY, LLC
SUPPLEMENTAL OIL AND GAS DATA (Unaudited)

The following discussion and analysis should be read in conjunction with the "Selected Historical Consolidated Financial and Operating Data" and the financial statements and related notes included elsewhere in this Annual Report on Form 10-K. The Company's Appalachian Basin and Mid Atlantic operations have been classified as discontinued operations on the consolidated statement of operations for all periods presented (see Note 2). Unless otherwise indicated, information presented in the following supplemental oil and gas data has been recast to present continuing operations separately from discontinued operations.

(A) Costs Incurred in Oil and Gas Property Acquisition, Exploration and Development Activities

Costs incurred in oil and gas property acquisition and development, whether capitalized or expensed, are presented below (balances include amounts associated with oil and gas properties for which results are reported in discontinued operations):

	Year Ended December 31,		
	2008	2007	2006
	(in thousands)		
Property acquisition costs:			
Proved	$ 595,795	$ 2,422,983	$ 450,232
Unproved	4,111	148,284	4,062
Development costs	332,557	189,466	47,112
Total costs incurred	$ 932,463	$ 2,760,733	$ 501,406

Costs incurred during the year ended December 31, 2008 include approximately $900.3 million ($314.9 million excluding acquisition and asset retirement obligation costs) of costs from continuing operations and $32.2 million ($15.7 million excluding acquisition and asset retirement obligation costs) of costs from discontinued operations. Costs incurred during the year ended December 31, 2007 include approximately $2.67 billion ($144.8 million excluding acquisition and asset retirement obligation costs) of costs from continuing operations and $86.3 million ($40.7 million excluding acquisition and asset retirement obligation costs) of costs from discontinued operations. Costs incurred during the year ended December 31, 2006 include approximately $417.7 million ($4.2 million excluding acquisition and asset retirement obligation costs) of costs from continuing operations and $83.7 million ($42.8 million excluding acquisition and asset retirement obligation costs) of costs from discontinued operations.

(B) Oil and Gas Capitalized Costs

Aggregate capitalized costs related to oil and gas production activities with applicable accumulated depletion and amortization are presented below (balances include amounts associated with oil and gas properties for which results are reported in discontinued operations):

	December 31,	
	2008	2007
	(in thousands)	
Proved properties:		
Leasehold acquisition	$ 3,278,155	$ 3,095,400
Development	460,730	254,251
Unproved properties	92,298	156,908
	3,831,183	3,506,559

Less accumulated depletion and amortization	(278,805)	(120,498)
Net capitalized costs	$ 3,552,378	$ 3,386,061

Table of Contents

(C) Results of Oil and Gas Producing Activities

The results of operations for oil and gas producing activities (excluding corporate overhead and interest costs) are presented below:

	Year Ended December 31,		
	2008	2007	2006
	(in thousands)		
Revenues and other:			
Oil, gas and natural gas liquid sales	$ 755,644	$ 255,927	$ 21,372
Gain (loss) on oil and gas derivatives	662,782	(345,537)	103,308
	1,418,426	(89,610)	124,680
Production costs:			
Lease operating expenses	115,402	41,946	6,603
Transportation expenses	17,597	5,575	40
Production and ad valorem taxes	59,598	20,295	229
	192,597	67,816	6,872
Other costs:			
Exploration costs	7,603	4,053	286
Depletion and amortization	185,857	64,857	4,018
Impairment of goodwill and long-lived assets	50,505		
Texas margin tax expense	920		
(Gain) loss on sale of assets, net	(99,050)		
	145,835	68,910	4,304
Results of continuing operations	$ 1,079,994	$ (226,336)	$ 113,504
Results of discontinued operations	$ 190,915	$ 19,111	$ 30,475

There is no federal tax provision included in the results of oil and gas producing activities because the Company's subsidiaries subject to federal tax do not own any of the Company's oil and gas interests. Limited liability companies are subject to state income taxes in Texas (see Note 16).

Table of Contents

(D) Net Proved Oil and Gas Reserves

The proved reserves of oil and gas of the Company have been prepared by the independent engineering firm DeGolyer and MacNaughton at December 31, 2008, 2007 and 2006. These reserve estimates have been prepared in compliance with the SEC rules based on year-end prices. An analysis of the change in estimated quantities of oil and gas reserves, all of which are located within the United States, is shown below:

	Year Ended December 31, 2008					
	Gas (MMcf)	Oil (MBbls)	NGL (MBbls)	Total Continuing Operations (MMcfe)	Total Discontinued Operations (MMcfe)	Total (MMcfe)
Proved developed and undeveloped reserves:						
Beginning of year	833,390	54,469	43,124	1,418,947	197,160	1,616,107
Revisions of previous estimates	(122,138)	(16,223)	(1,427)	(228,036)	—	(228,036)
Purchase of minerals in place	72,817	46,099	3,121	368,136	5,340	373,476
Sales of minerals in place	(47,467)	(270)	(11)	(49,154)	(199,711)	(248,865)
Extensions, discoveries and other additions	159,836	3,207	8,167	228,083	1,757	229,840
Production	(45,206)	(3,138)	(2,252)	(77,548)	(4,546)	(82,094)
End of year	851,232	84,144	50,722	1,660,428	—	1,660,428
Proved developed reserves:						
Beginning of year	616,109	42,509	25,546	1,024,440	147,702	1,172,142
End of year	585,071	61,884	29,600	1,133,976	—	1,133,976

	Year Ended December 31, 2007					
	Gas (MMcf)	Oil (MBbls)	NGL (MBbls)	Total Continuing Operations (MMcfe)	Total Discontinued Operations (MMcfe)	Total (MMcfe)
Proved developed and undeveloped reserves:						
Beginning of year	77,275	29,639	—	255,109	198,957	454,066
Revisions of previous estimates	(7,375)	6,555	162	32,923	(18,392)	14,531
Purchase of minerals in place	714,026	17,823	41,741	1,071,409	23,558	1,094,967
Sales of minerals in place	—	—	—	—	(1,511)	(1,511)
Extensions, discoveries and other additions	67,994	1,694	2,213	91,437	3,196	94,633
Production	(18,530)	(1,242)	(992)	(31,931)	(8,648)	(40,579)
End of year	833,390	54,469	43,124	1,418,947	197,160	1,616,107

Proved developed reserves:						
Beginning of year	49,383	24,304	—	195,206	118,851	314,057
End of year	616,109	42,509	25,546	1,024,440	147,702	1,172,142

	Year Ended December 31, 2006				
	Gas (MMcf)	Oil (MBbls)	Total Continuing Operations (MMcfe)	Total Discontinued Operations (MMcfe)	Total (MMcfe)
Proved developed and undeveloped reserves:					
Beginning of year				193,210	193,210
Revisions of previous estimates	(6,929)	196	(5,754)	(29,264)	(35,018)
Purchase of minerals in place	84,951	29,784	263,655		263,655
Extensions, discoveries and other additions				43,037	43,037
Production	(747)	(341)	(2,792)	(8,026)	(10,818)
End of year	77,275	29,639	255,109	198,957	454,066
Proved developed reserves:					
Beginning of year			—	125,220	125,220
End of year	49,383	24,304	195,206	118,851	314,057

Table of Contents

The tables above include changes in estimated quantities of oil and NGL reserves shown in Mcf equivalents at a rate of one barrel per six Mcf.

The Company sold its interests in oil and gas properties located in the Appalachian Basin during the year ended December 31, 2008 and the "total discontinued operations" column in the tables above reports the information for these properties. Other property sales during the year ended December 31, 2008 include the sale of assets in the Verden area of Oklahoma. See Note 2 for additional details.

Substantially all of the 228,036 MMcfe negative revision of previous estimates during the year ended December 31, 2008 was due to decreases in oil and gas prices. The 14,531 MMcfe positive revision of previous estimates during the year ended December 31, 2007 was due to a combination of reasons including higher oil and gas prices, partially offset by higher operating costs, asset performance and changes to future scheduled capital projects. The 35,018 MMcfe negative revision of previous estimate during the year ended December 31, 2006 was due primarily to a decrease in gas prices.

The Company made four, eight and five acquisitions of working and royalty interests during the years ended December 31, 2008, 2007 and 2006, respectively, with total proved reserves of 373,476 MMcfe, 1,094,967 MMcfe and 263,655 MMcfe, respectively. See Note 3 for additional details.

Extensions and discoveries of 229,840 MMcfe, 94,633 MMcfe and 43,037 MMcfe during the years ended December 31, 2008, 2007 and 2006, respectively, were primarily due to the drilling of 351 wells during 2008, 253 wells during 2007 and 159 wells during 2006, which increased the Company's proved reserves.

(E) Standardized Measure of Discounted Future Net Cash Flows and Changes Therein Relating to Proved Reserves

Information with respect to the standardized measure of discounted future net cash flows relating to proved reserves is summarized below. Future cash inflows are computed by applying year-end prices relating to the Company's proved reserves to the year-end quantities of those reserves. Future production, development, site restoration and abandonment costs are derived based on current costs assuming continuation of existing economic conditions. There are no future income tax expenses because the Company is not subject to federal income taxes. Limited liability companies are subject to state income taxes in Texas; however, these amounts are not material (see Note 16).

	December 31, 2008	2007	2006
		(in thousands)	
Future estimated revenues	$ 8,261,234	$ 12,565,382	$ 1,814,226
Future estimated production costs	(3,410,684)	(3,052,847)	(538,968)
Future estimated development costs	(896,625)	(582,890)	(92,904)
Future net cash flows	3,953,925	8,929,645	1,182,354
10% annual discount for estimated timing of cash flows	(2,529,558)	(5,754,798)	(883,594)
Standardized measure of discounted future net cash flows – continuing operations	$ 1,424,367	$ 3,174,847	$ 298,760
Standardized measure of discounted future net cash flows – discontinued operations	$ —	$ 283,392	$ 253,500
Representative NYMEX oil and gas prices at period end:			
Gas (MMBtu)	$ 5.71	$ 6.80	$ 5.64
Oil (Bbl)	$ 39.22	$ 95.92	$ 61.05

98

Table of Contents

The following summarizes the principal sources of change in the standardized measure of discounted future net cash flows:

	Year Ended December 31,		
	2008	2007	2006
	(in thousands)		
Sales of oil and gas production, net of production costs	$ (563,047)	$ (188,111)	$ (14,500)
Changes in estimated future development costs	32,006	6,271	(521)
Net changes in prices and production costs	(2,837,262)	81,654	
Purchase of minerals in place	1,066,615	2,438,178	508,107
Sale of minerals in place	(102,437)		
Extensions, discoveries, and improved recovery, less related costs	383,017	172,989	
Development costs incurred during the period	76,150	69,221	47,112
Revisions of previous quantity estimates	(69,044)	56,154	
Change in discount	317,485	29,876	
Changes in production rates and other	(53,963)	209,855	(241,438)
Change – continuing operations	$ (1,750,480)	$ 2,876,087	$ 298,760
Change – discontinued operations	$ (283,392)	$ 29,892	$ (298,575)

The data presented should not be viewed as representing the expected cash flow from, or current value of, existing proved reserves since the computations are based on a large number of estimates and arbitrary assumptions. Reserve quantities cannot be measured with precision and their estimation requires many judgmental determinations and frequent revisions. The required projection of production and related expenditures over time requires further estimates with respect to pipeline availability, rates of demand and governmental control. Actual future prices and costs are likely to be substantially different from the current prices and costs utilized in the computation of reported amounts. Any analysis or evaluation of the reported amounts should give specific recognition to the computational methods utilized and the limitations inherent therein.

(F) Recent SEC Rule-Making Activity

In December 2008, the SEC announced that it had approved revisions designed to modernize the oil and gas company reserve reporting requirements. The most significant amendments to the requirements include the following:

- commodity prices – economic producibility of reserves and discounted cash flows will be based on a 12-month average commodity price unless contractual arrangements designate the price to be used;
- disclosure of unproved reserves – probable and possible reserves may be disclosed separately on a voluntary basis;
- proved undeveloped reserve guidelines – reserves may be classified as proved undeveloped if there is a high degree of confidence that the quantities will be recovered;
- reserve estimation using new technologies – reserves may be estimated through the use of reliable technology in addition to flow tests and production history; and
- non-traditional resources – the definition of oil and gas producing activities will expand and focus on the marketable product rather than the method of extraction.

The rules are effective for fiscal years ending on or after December 31, 2009, and early adoption is not permitted. The Company is currently evaluating the new rules and assessing the impact they will have its reported oil and gas

reserves. The SEC is coordinating with the FASB to obtain the revisions necessary to SFAS No. 19, “Financial Accounting and Reporting by Oil and Gas Producing Companies,” and SFAS No. 69, “Disclosures about Oil and Gas Producing Activities” to provide consistency with the new rules. In the event that consistency is not achieved in time for companies to comply with the new rules, the SEC will consider delaying the compliance date.

Table of Contents

LINN ENERGY, LLC
SUPPLEMENTAL QUARTERLY DATA (Unaudited)

The following discussion and analysis should be read in conjunction with the "Selected Historical Consolidated Financial and Operating Data" and the financial statements and related notes included elsewhere in this Annual Report on Form 10-K.

(A) Quarterly Financial Data

	Quarters Ended March 31	June 30	September 30	December 31
	(in thousands, except per unit amounts)			
2008				
Oil, gas and natural gas liquid sales (1)	$ 175,872	$ 255,586	$ 240,634	$ 83,552
Gain (loss) on oil and gas derivatives	$ (268,794)	$ (870,804)	$ 845,818	$ 956,562
Total revenues and other	$ (89,627)	$ (610,983)	$ 1,091,660	$ 1,043,981
Total expenses (2)	$ 104,274	$ 118,521	$ 132,889	$ 180,848
(Gain) loss on sale of assets, net	$	$	$	$ (98,763)
Income (loss) from continuing operations	$ (258,959)	$ (725,381)	$ 921,943	$ 888,054
Income (loss) from discontinued operations, net of taxes (3)	$ (400)	$ 13,239	$ 160,668	$ 452
Net income (loss)	$ (259,359)	$ (712,142)	$ 1,082,611	$ 888,506
Income (loss) per unit – continuing operations:				
Basic	$ (2.28)	$ (6.35)	$ 8.06	$ 7.77
Diluted	$ (2.28)	$ (6.35)	$ 8.05	$ 7.76
Income per unit – discontinued operations:				
Basic	$	$ 0.12	$ 1.41	$ 0.01
Diluted	$	$ 0.12	$ 1.41	$
Net income (loss) per unit:				
Basic	$ (2.28)	$ (6.23)	$ 9.47	$ 7.78
Diluted	$ (2.28)	$ (6.23)	$ 9.46	$ 7.76

(1) Oil, gas and natural gas liquid sales decreased during the quarter ended December 31, 2008 primarily due to lower commodity prices. In addition, non-operated accrual estimate revisions associated with prior quarters of approximately $14.1 million contributed to the decrease.

(2) Includes the following expenses: lease operating, transportation, gas marketing, general and administrative, exploration, bad debt, depreciation, depletion and amortization, impairment of goodwill and long-lived assets, and taxes, other than income taxes.

(3) Includes discontinued operations' gain (loss) on sale of assets, net of taxes.

Table of Contents

	Quarters Ended March 31	June 30	September 30	December 31
	(in thousands, except per unit amounts)			
2007				
Oil, gas and natural gas liquid sales	$ 23,567	$ 32,495	$ 61,318	$ 138,547
Loss on oil and gas derivatives	$ (60,441)	$ (17,707)	$ (65,440)	$ (201,949)
Total revenues and other	$ (34,308)	$ 18,015	$ (203)	$ (58,787)
Total expenses (1)	$ 25,558	$ 30,689	$ 54,172	$ 93,060
(Gain) loss on sale of assets, net	$	$	$ 67	$ 1,700
Loss from continuing operations	$ (68,421)	$ (17,064)	$ (71,831)	$ (198,878)
Income (loss) from discontinued operations, net of taxes (2)	$ 574	$ (62)	$ (4,391)	$ (4,276)
Net loss	$ (67,847)	$ (17,126)	$ (76,222)	$ (203,154)
Loss per unit – continuing operations:				
Basic	$ (1.36)	$ (0.29)	$ (0.89)	$ (1.97)
Diluted	$ (1.36)	$ (0.29)	$ (0.89)	$ (1.97)
Income (loss) per unit – discontinued operations:				
Basic	$ 0.01	$	$ (0.05)	$ (0.04)
Diluted	$ 0.01	$	$ (0.05)	$ (0.04)
Net loss per unit:				
Basic	$ (1.35)	$ (0.29)	$ (0.94)	$ (2.01)
Diluted	$ (1.35)	$ (0.29)	$ (0.94)	$ (2.01)

(1) Includes the following expenses: lease operating, transportation, gas marketing, general and administrative, exploration, depreciation, depletion and amortization and taxes, other than income taxes.

(2) Includes discontinued operations' gain (loss) on sale of assets, net of taxes.

Table of Contents

Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The Company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed in the Company's reports under the Securities Exchange Act of 1934, as amended (the "Exchange Act") is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including the Company's Chief Executive Officer and Chief Financial Officer, and the Company's Audit Committee of the Board of Directors, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

The Company carried out an evaluation under the supervision and with the participation of its management, including its Chief Executive Officer and Chief Financial Officer, of the effectiveness of its disclosure controls and procedures as of the end of the period covered by this report. Based on this evaluation, the Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective as of December 31, 2008.

Management's Annual Report on Internal Control Over Financial Reporting

See Management's Report on Internal Control Over Financial Reporting under Item 8 of this Form 10-K.

Changes in the Company's Internal Control Over Financial Reporting

The Company's management is also responsible for establishing and maintaining adequate internal controls over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act. The Company's internal controls were designed to provide reasonable assurance as to the reliability of its financial reporting and the preparation and presentation of the consolidated financial statements for external purposes in accordance with accounting principles generally accepted in the United States.

Because of its inherent limitations, internal control over financial reporting may not detect or prevent misstatements. Projections of any evaluation of the effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

There were no changes in the Company's internal controls over financial reporting during the fourth quarter of 2008 that materially affected, or were reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information

None.

102

Table of Contents

Part III

Item 10. Directors, Executive Officers and Corporate Governance

A list of the Company's executive officers and biographical information appears in Part I. Item 1. "Business" in this Form 10-K. Information about Company Directors may be found under the caption "Election of Directors" of the Proxy Statement for the Annual Meeting of Unitholders to be held on May 5, 2009 (the "2009 Proxy Statement"). That information is incorporated herein by reference.

The information in the 2009 Proxy Statement set forth under the caption "Section 16(a) Beneficial Ownership Reporting Compliance" is incorporated herein by reference.

The information required by this item regarding audit committee related matters, codes of ethics and committee charters is incorporated by reference from the 2009 Proxy Statement under the caption "Corporate Governance."

Item 11. Executive Compensation

Information required by this item is incorporated herein by reference to the 2009 Proxy Statement.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Information required by this item is incorporated herein by reference to the 2009 Proxy Statement.

Securities Authorized for Issuance Under Equity Compensation Plans

The following summarizes information regarding the number of units that are available for issuance under all of the Company's equity compensation plans as of December 31, 2008:

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Unit Options, Warrants and Rights (a)	Weighted-Average Exercise Price of Outstanding Unit Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (c)
Equity compensation plans approved by security holders	1,590,438	$ 24.04	8,278,115
Equity compensation plans not approved by security holders			
Total	1,590,438	$ 24.04	8,278,115

Item 13. Certain Relationships and Related Transactions, and Director Independence

Information required by this item is incorporated herein by reference to the 2009 Proxy Statement.

Item 14. Principal Accounting Fees and Services

Information required by this item is incorporated herein by reference to the 2009 Proxy Statement.

Table of Contents

Part IV

Item 15. Exhibits and Financial Statement Schedules

(a) – 2. Financial Statement Schedules:

All schedules are omitted for the reason that they are not required or the information is otherwise supplied under Part II. Item 8. “Financial Statements and Supplementary Data.”

(a) – 3. Exhibits Filed:

The exhibits required to be filed by this Item 15 are set forth in the Index to Exhibits accompanying this report.

Table of Contents

SIGNATURES

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

LINN ENERGY, LLC

Date: February 26, 2009	By:	/s/ Michael C. Linn Michael C. Linn Chairman and Chief Executive Officer
Date: February 26, 2009	By:	/s/ David B. Rottino David B. Rottino Senior Vice President and Chief Accounting Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this Annual Report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Michael C. Linn Michael C. Linn	Chairman and Chief Executive Officer (Principal Executive Officer)	February 26, 2009
/s/ Kolja Rockov Kolja Rockov	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 26, 2009
/s/ David B. Rottino David B. Rottino	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	February 26, 2009
/s/ George A. Alcorn George A. Alcorn	Independent Director	February 26, 2009
/s/ Terrence S. Jacobs Terrence S. Jacobs	Independent Director	February 26, 2009
/s/ Joseph P. McCoy Joseph P. McCoy	Independent Director	February 26, 2009
/s/ Jeffrey C. Swoveland Jeffrey C. Swoveland	Independent Director	February 26, 2009

Table of Contents

INDEX TO EXHIBITS

Exhibit Number		Description
2.1*	—	Limited Partnership Asset Purchase and Sale Agreement, dated as of April 13, 2008, between Linn Energy Holdings, LLC, Marathon 85-II Limited Partnership and Marathon 85-III Limited Partnership, as sellers, and XTO Energy, Inc., as buyer (incorporated herein by reference to Exhibit 2.2 to Quarterly Report on Form 10-Q filed on May 8, 2008)
2.2*	—	First Amendment, dated as of July 1, 2008, to Limited Partnership Asset Purchase and Sale Agreement between Linn Energy Holdings, LLC, Marathon 85-II Limited Partnership, Marathon 85-III Limited Partnership, as sellers and XTO Energy Inc., as buyer (incorporated herein by reference to Exhibit 2.3 to Quarterly Report on Form 10-Q filed on August 7, 2008)
2.3*	—	Asset Purchase and Sale Agreement, dated October 9, 2008, between Linn Energy Holdings, LLC, Mid-Continent I, LLC, Mid-Continent II, LLC, Linn Operating, Inc. and Devon Energy Production Company, LP (incorporated herein by reference to Exhibit 2.1 to Quarterly Report on Form 10-Q filed on November 6, 2008)
2.4*†	—	First Amendment, dated as of December 4, 2008, to Asset Purchase and Sale Agreement, dated October 9, 2008, between Linn Energy Holdings, LLC, Mid-Continent I, LLC, Mid-Continent II, LLC, Linn Operating, Inc. and Devon Energy Production Company, LP
3.1	—	Certificate of Formation of Linn Energy Holdings, LLC (now Linn Energy, LLC) (incorporated herein by reference to Exhibit 3.1 to Registration Statement on Form S-1 (File No. 333-125501) filed by Linn Energy, LLC on June 3, 2005)
3.2	—	Certificate of Amendment to Certificate of Formation of Linn Energy Holdings, LLC (now Linn Energy, LLC) (incorporated herein by reference to Exhibit 3.2 to Registration Statement on Form S-1 (File No. 333-125501) filed by Linn Energy, LLC on June 3, 2005)
3.3	—	Second Amended and Restated Limited Liability Company Agreement of Linn Energy, LLC dated January 19, 2006 (incorporated herein by reference to Exhibit 3.3 to Annual Report on Form 10-K for the year ended December 31, 2006, filed on March 30, 2007)
3.4	—	Amendment No. 1 to Second Amended and Restated Limited Liability Company Agreement of Linn Energy, LLC dated October 24, 2006 (incorporated herein by reference to Exhibit 3.4 to Annual Report on Form 10-K for the year ended December 31, 2006, filed on March 30, 2007)
3.5	—	Amendment No. 2 to Second Amended and Restated Limited Liability Company Agreement of Linn Energy, LLC dated February 1, 2007 (incorporated herein by reference to Exhibit 3.5 to Annual Report on Form 10-K for the year ended December 31, 2006, filed on March 30, 2007)
3.6	—	Amendment No. 3 to Second Amended and Restated Limited Liability Company Agreement of Linn Energy, LLC dated August 31, 2007 (incorporated herein by reference to Exhibit 4.1 to

		Current Report on Form 8-K, filed on September 5, 2007)
4.1	—	Form of specimen unit certificate for the units of Linn Energy, LLC (incorporated herein by reference to Exhibit 4.1 to the Annual Report on Form 10-K for the year ended December 31, 2005, filed on May 31, 2006)
4.2	—	Indenture, dated as of June 27, 2008, among Linn Energy, LLC, Linn Energy Finance Corp., the Subsidiary Guarantors named therein and U.S. Bank National Association, as Trustee (incorporated herein by reference to Exhibit 4.1 to Current Report on Form 8-K filed on June 30, 2008)
4.3	—	Registration Rights Agreement, dated June 27, 2008, among Linn Energy, LLC, Linn Energy Finance Corp., the Subsidiary Guarantors named therein and the representatives of the Initial Purchasers named therein (incorporated herein by reference to Exhibit 4.2 to Current Report on Form 8-K filed on June 30, 2008)
10.1**	—	Linn Energy, LLC Amended and Restated Long-Term Incentive Plan (incorporated herein by reference to Annex A to the Proxy Statement for 2008 Annual Meeting, filed on April 21, 2008)

Table of Contents

Exhibit Number		Description
10.2**†	—	Amendment No. 1 to Linn Energy, LLC Amended and Restated Long-Term Incentive Plan, dated February 4, 2009
10.3**†	—	Form of Executive Unit Option Agreement pursuant to the Linn Energy, LLC Amended and Restated Long-Term Incentive Plan, as amended
10.4**†	—	Form of Executive Restricted Unit Agreement pursuant to the Linn Energy, LLC Amended and Restated Long-Term Incentive Plan, as amended
10.5**	—	Form of Phantom Unit Grant Agreement for Independent Directors pursuant to the Linn Energy, LLC Amended and Restated Long-Term Incentive Plan, as amended (incorporated herein by reference to Exhibit 10.1 to Current Report on Form 8-K filed on August 9, 2006)
10.6**†	—	Form of Director Restricted Unit Grant Agreement pursuant to the Linn Energy, LLC Amended and Restated Long-Term Incentive Plan, as amended
10.7**†	—	Third Amended and Restated Employment Agreement, dated effective as of December 17, 2008 between Linn Operating, Inc. and Michael C. Linn
10.8**†	—	Third Amended and Restated Employment Agreement, dated effective as of December 17, 2008 between Linn Operating, Inc. and Kolja Rockov
10.9**†	—	Amended and Restated Employment Agreement, dated effective as of December 17, 2008 between Linn Operating, Inc. and Mark E. Ellis
10.10**†	—	Amended and Restated Employment Agreement, dated effective December 17, 2008 between Linn Operating, Inc. and Charlene A. Ripley
10.11**†	—	Amended and Restated Employment Agreement, dated effective December 17, 2008 between Linn Operating, Inc. and Arden L. Walker, Jr.
10.12**†	—	Second Amended and Restated Employment Agreement, dated December 17, 2008 between Linn Operating, Inc. and David B. Rottino
10.13**	—	Separation Agreement, dated effective June 11, 2008 between Linn Operating, Inc. and Lisa D. Anderson (incorporated herein by reference to Exhibit 10.3 to Quarterly Report on Form 10-Q filed on August 7, 2008)
10.14**	—	Separation Agreement, dated effective May 8, 2008 between Linn Operating, Inc. and Thomas A. Lopus (incorporated herein by reference to Exhibit 10.4 to Quarterly Report on Form 10-Q filed on August 7, 2008)
10.15**†	—	Indemnity Agreement, dated as of February 4, 2009 between Linn Energy, LLC and George A. Alcorn
10.16**†	—	Indemnity Agreement, dated as of February 4, 2009 between Linn Energy, LLC and Joseph P. McCoy
10.17**†	—	Indemnity Agreement, dated as of February 4, 2009 between Linn Energy, LLC and Terrence S. Jacobs
10.18**†	—	Indemnity Agreement, dated as of February 4, 2009 between Linn Energy, LLC and Jeffrey C. Swoveland

10.19**†	—	Indemnity Agreement, dated as of February 4, 2009 between Linn Energy, LLC and Michael C. Linn
10.20**†	—	Indemnity Agreement, dated as of February 4, 2009 between Linn Energy, LLC and Mark E. Ellis
10.21**†	—	Indemnity Agreement, dated as of February 4, 2009 between Linn Energy, LLC and Kolja Rockov
10.22**†	—	Indemnity Agreement, dated as of February 4, 2009 between Linn Energy, LLC and Charlene A. Ripley
10.23**†	—	Indemnity Agreement, dated as of February 4, 2009 between Linn Energy, LLC and David B. Rottino
10.24**†	—	Indemnity Agreement, dated as of February 4, 2009 between Linn Energy, LLC and Arden L. Walker, Jr.
10.25	—	Third Amended and Restated Credit Agreement dated as of August 31, 2007 among Linn Energy, LLC as Borrower, BNP Paribas, as Administrative Agent, and the Lenders and agents Party thereto (incorporated herein by reference to Exhibit 10.1 to Current Report on Form 8-K filed on September 5, 2007)

Table of Contents

Exhibit Number		Description
10.26	—	First Amendment, dated November 2, 2007, to Third Amended and Restated Credit Agreement among Linn Energy, LLC, as borrower, BNP Paribas, as administrative agent, and the lenders and agents party thereto (incorporated herein by reference to Exhibit 10.15 to Annual Report on Form 10-K for the year ended December 31, 2007, filed on February 29, 2008)
10.27	—	Second Amendment, dated January 31, 2008, to Third Amended and Restated Credit Agreement among Linn Energy, LLC, as borrower, BNP Paribas, as administrative agent, and the lenders and agents party thereto (incorporated herein by reference to Exhibit 10.16 to Annual Report on Form 10-K for the year ended December 31, 2007, filed on February 29, 2008)
10.28	—	Third Amendment, dated as of June 16, 2008, to Third Amended and Restated Credit Agreement among Linn Energy, LLC, as Borrower, BNP Paribas, as Administrative Agent and the lenders and agents party thereto (incorporated herein by reference to Exhibit 10.1 to Quarterly Report on Form 10-Q filed on August 7, 2008)
10.29	—	Fourth Amendment, dated effective August 20, 2008, to Third Amended and Restated Credit Agreement among Linn Energy, LLC, as Borrower, BNP Paribas, as Administrative Agent, and the lenders and agents party thereto (incorporated herein by reference to Exhibit 10.1 to Current Report on Form 8-K filed on August 26, 2008)
10.30	—	Third Amended and Restated Guaranty and Pledge Agreement, dated as of August 31, 2007, made by Linn Energy, LLC and each of the other Obligors in favor of BNP Paribas, as Administrative Agent (incorporated herein by reference to Exhibit 10.2 to Current Report on Form 8-K filed on September 5, 2007)
21.1†	—	Significant Subsidiaries of Linn Energy, LLC
23.1†	—	Consent of KPMG LLP for Linn Energy, LLC
23.2†	—	Consent of DeGolyer and MacNaughton Data and Consulting Services
31.1†	—	Section 302 Certification of Michael C. Linn, Chairman, President and Chief Executive Officer of Linn Energy, LLC
31.2†	—	Section 302 Certification of Kolja Rockov, Executive Vice President and Chief Financial Officer of Linn Energy, LLC
32.1†	—	Section 906 Certification of Michael C. Linn, Chairman, President and Chief Executive Officer of Linn Energy, LLC
32.2†	—	Section 906 Certification of Kolja Rockov, Executive Vice President and Chief Financial Officer of Linn Energy, LLC

† Filed herewith.

* The schedules to this agreement have been omitted from this filing pursuant to Item 601(b)(2) of Regulation S-K. The Company will furnish copies of such schedules to the Securities and Exchange Commission upon request.

**

Management Contract or Compensatory Plan or Arrangement required to be filed as an exhibit hereto pursuant to Item 601 of Regulation S-K.