

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
July 2014

Form must be Typed  
Form must be Signed  
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,  
MUST be submitted with this form.

Check Applicable Boxes:

- Oil Lease: No. of Oil Wells \_\_\_\_\_ \*\*
- Gas Lease: No. of Gas Wells \_\_\_\_\_ \*\*
- Gas Gathering System: \_\_\_\_\_
- Saltwater Disposal Well - Permit No.: \_\_\_\_\_  
Spot Location: \_\_\_\_\_ feet from  N /  S Line  
\_\_\_\_\_ feet from  E /  W Line
- Enhanced Recovery Project Permit No.: \_\_\_\_\_  
Entire Project:  Yes  No  
Number of Injection Wells \_\_\_\_\_ \*\*

Field Name: \_\_\_\_\_

**\*\* Side Two Must Be Completed.**

Effective Date of Transfer: \_\_\_\_\_

KS Dept of Revenue Lease No.: \_\_\_\_\_

Lease Name: \_\_\_\_\_

\_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ R.  E  W

Legal Description of Lease: \_\_\_\_\_

County: \_\_\_\_\_

Production Zone(s): \_\_\_\_\_

Injection Zone(s): \_\_\_\_\_

Surface Pit Permit No.: \_\_\_\_\_  
(API No. if Drill Pit, WO or Haul)

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Type of Pit:  Emergency  Burn  Settling  Haul-Off  Workover  Drilling

Past Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Past Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

New Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

New Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Oil / Gas Purchaser: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Acknowledgment of Transfer:** The above request for transfer of injection authorization, surface pit permit # \_\_\_\_\_ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

\_\_\_\_\_ is acknowledged as  
the new operator and may continue to inject fluids as authorized by  
Permit No.: \_\_\_\_\_ . Recommended action: \_\_\_\_\_

Date: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ is acknowledged as  
the new operator of the above named lease containing the surface pit  
permitted by No.: \_\_\_\_\_ .

Date: \_\_\_\_\_  
Authorized Signature

DISTRICT \_\_\_\_\_ EPR \_\_\_\_\_ PRODUCTION \_\_\_\_\_ UIC \_\_\_\_\_



KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

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**CERTIFICATION OF COMPLIANCE WITH THE  
KANSAS SURFACE OWNER NOTIFICATION ACT**

*This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.*

Select the corresponding form being filed:  C-1 (Intent)  CB-1 (Cathodic Protection Borehole Intent)  T-1 (Transfer)  CP-1 (Plugging Application)

OPERATOR: License # \_\_\_\_\_

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Well Location:

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West

County: \_\_\_\_\_

Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*

**Surface Owner Information:**

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

*When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.*

*If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.*

**Select one of the following:**

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: \_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_ Title: \_\_\_\_\_

The entire lease assignment can be found as an attachment to the T-1 for the Morgan Unit lease, Section 6, Township 33S, Range 39W, Morton County, Kansas.



Morton County, Kansas  
Stephanie Sinclair, Register of Deeds  
**Book: 178 Page: 627**

Receipt #: 21410  
Pages Recorded: 32

Total Fees: \$132.00

Date Recorded: 8/22/2014 4:37:56 PM

Prepared By: Warren J. Ludlow, XTO Energy Inc-  
Vice President & Assoc. General Counsel

After Recording Return To:  
LINN Energy Holdings, LLC  
Attn: General Counsel  
600 Travis Street, Suite 5100  
Houston, Texas 77002

**ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

THE STATE OF KANSAS            §  
  §  
  §  
COUNTY OF MORTON           §

This Assignment, Bill of Sale and Conveyance (this “**Assignment**”) is from XTO Energy Inc., a Delaware corporation; ExxonMobil Oil Corporation, a New York Corporation, in care of XTO Energy Inc.; Mobil E&P U.S. Development Corporation, a Delaware corporation, in care of XTO Energy Inc.; and Exxon Mobil Corporation, a New Jersey corporation, in care of XTO Energy Inc., with a mailing address of 810 Houston Street, Fort Worth, Texas 76102 (each an “**Assignor**” and, collectively, “**Assignors**”) to LINN Energy Holdings, LLC and Berry Petroleum Company, LLC d/b/a Berry Oil Company (each an “**Assignee**” and, collectively, “**Assignees**”) in the proportions hereinafter specified, and effective as of 7:00 a.m. local time where the Assets are located on June 1, 2014 (the “**Effective Time**”).

**RECITALS**

WHEREAS, reference is made to that certain Exchange Agreement, dated May 20, 2014 and effective as of June 1, 2014 (the “**Exchange Agreement**”), by and among LINN Energy Holdings, LLC, a Delaware limited liability company (“**LINN Holdings**”), Berry Petroleum Company, LLC, a Delaware limited liability company d/b/a Berry Oil Company (together with LINN Holdings, “**LINN**”), XTO Energy Inc., a Delaware corporation (“**XTO Energy**”), ExxonMobil Oil Corporation, a New York corporation (“**EMOC**”), Mobil E&P U.S. Development Corporation, a Delaware corporation (“**MEPDC**”), and Exxon Mobil Corporation, a New Jersey corporation (“**ExxonMobil**,” and collectively with XTO Energy, EMOC and MEPDC, “**XTO**”);

WHEREAS, subject to the terms and conditions of the Exchange Agreement, Assignor and Assignees desire that Assignor sell, assign, transfer and convey to Assignees and that Assignees purchase and receive from Assignor, the Assets (as defined below) in the proportions hereinafter specified; and

WHEREAS, the parties acknowledge and agree that the transactions contemplated by this Assignment are integral to the transactions contemplated by the Exchange Agreement and that the execution of this Assignment on the terms and conditions set forth herein is a condition to the parties’ obligations to effect the closing of the Exchange Agreement;

## TRANSITION SERVICES AND SEPARATION AGREEMENT

THIS TRANSITION SERVICES AND SEPARATION AGREEMENT (this “**Agreement**”), dated February 28, 2017, is made by and between Linn Operating, Inc., a Delaware corporation (“**LOI**”), Linn Midstream, LLC, a Delaware limited liability company (“**LM**”), Linn Energy, LLC, a Delaware limited liability company (“**Linn Energy**”), LinnCo, LLC, a Delaware limited liability company (“**LC**”), Linn Energy Finance Corp., a Delaware corporation (“**LEF**”), Linn Energy Holdings, LLC, a Delaware limited liability company (“**LEH**”), Linn Exploration & Production Michigan LLC, a Delaware limited liability company (“**LE&PM**”), Linn Exploration Midcontinent, LLC, a Delaware limited liability company (“**LEM**”), Linn Midwest Energy LLC, a Delaware limited liability company (“**LME**”), Mid-Continent I, LLC, a Delaware limited liability company (“**MC-I**”), Mid-Continent II, LLC, a Delaware limited liability company (“**MC-II**”), Mid-Continent Holdings I, LLC, a Delaware limited liability company (“**MCH-I**”), Mid-Continent Holdings II, LLC, a Delaware limited liability company (“**MCH-II**”) (LOI, LM, Linn Energy, LC, LEF, LEH, LE&PM, LEM, LME, MC-I, MC-II, MCH-I and MCH-II are referred to in this Agreement collectively as “**LINN**”; provided, however, that with respect to particular uses of the term in this Agreement, “**LINN**” shall mean each, any or all of LOI, LM, Linn Energy, LC, LEF, LEH, LE&PM, LEM, LME, MC-I, MC-II, MCH-I and MCH-II as applicable to the context of such use), and Berry Petroleum Company, LLC, a Delaware limited liability company (“**Berry**”). Each of LINN and Berry is referred to in this Agreement individually as a “**Party**,” and LINN and Berry are referred to in this Agreement collectively as the “**Parties**.” Capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A.

### Recitals

WHEREAS, Berry is engaged in the business of onshore oil and natural gas exploration, development, and production in the United States and owns various oil and gas properties and associated assets;

WHEREAS, on December 16, 2013, Berry completed the transactions contemplated by the merger agreement between Linn Energy, LC, and Berry pursuant to which LC acquired all of the outstanding common shares of Berry and Berry became an indirect wholly owned subsidiary of Linn Energy;

WHEREAS, all employees of Berry that were retained after completion of such transactions became employees of LOI and, along with other LINN personnel, have provided administrative, management, operating, and other services and support to Berry in accordance with an agency agreement and power of attorney;

WHEREAS, in connection with the provision of such services and support, various assets, contracts, permits, records, funds, and other rights and interests attributable or relating to Berry’s business were acquired or have been held by or in the name of LOI, and various gathering, processing, sales and similar midstream and marketing contracts related to Hydrocarbons owned by Berry have been entered into by LOI or LM;

## EXHIBIT

## Leases

## KANSAS AND OKLAHOMA

Legacy Number	Lease Number	Lessor	Lessee	Lease Date	State, County	Book	Page	Registry	Rec St	Rec County	Description	Lot(s)
5026-4285-00	L033519000	A C MOORHEAD ET UX	REPUBLIC NATURAL GAS COMPANY	03/15/1939	KS, STEVENS COUNTY	9	62		KS	STEVENS	T032S-R037W-019 W/SE	
5026-4286-00	L033520000	LAURA E PORTER ET VIR	JOHN BANE	03/25/1929	KS, STEVENS COUNTY	H-2	441		KS	STEVENS	T032S-R037W-027 E/SW	
5026-4287-00	L033521000	JAMES A PORTER ET UX	JOHN BANE	03/25/1929	KS, STEVENS COUNTY	H 2	444		KS	STEVENS	T032S-R037W-027 W/SW	
5026-4288-00	L033522000	GUY S SPEAKMAN ET UX	REPUBLIC NATURAL GAS COMPANY	04/01/1939	KS, STEVENS COUNTY	9	64		KS	STEVENS	T032S-R037W-020 SE	
5026-4289-00	L033523000	JOHN STONE ET UX	G F MANGELS	04/18/1929	KS, STEVENS COUNTY	H-2	527		KS	STEVENS	T033S-R039W-003 NE	
5026-4290-00	L033524000	R A PADEN ET UX	H S CARPENTER	05/01/1929	KS, STEVENS COUNTY	H 2	78		KS	STEVENS	T033S-R036W-019 SE	
5026-4291-00	L033525000	JESSE E FLOWER ET UX	REPUBLIC NATURAL GAS COMPANY	05/01/1938	KS, STEVENS COUNTY	9	54		KS	STEVENS	T033S-R036W-022 NW	
5026-4292-00	L033526000	HENRY S CARPENTER ET UX	EDW B MCKENNA	05/01/1929	KS, STEVENS COUNTY	H 2	61		KS	STEVENS	T033S-R036W-029 NW	
5026-4293-00	L033527000	R A PADEN ET UX	REPUBLIC NATURAL GAS COMPANY	05/01/1939	KS, STEVENS COUNTY	9	626		KS	STEVENS	T033S-R036W-019 SW	
5026-4294-00	L033528000	R A PADEN ET UX	REPUBLIC NATURAL GAS COMPANY	05/01/1939	KS, STEVENS COUNTY	9	627		KS	STEVENS	T033S-R036W-019 NE	
5026-4295-00	L033529000	HELEN PARSLEY ET VIR	REPUBLIC NATURAL GAS COMPANY	05/01/1939	KS, STEVENS COUNTY	9	623		KS	STEVENS	T033S-R036W-030 SE	
5026-4296-00	L033530000	JESSIE PRIDE	REPUBLIC NATURAL GAS COMPANY	05/01/1938	KS, STEVENS COUNTY	9	58		KS	STEVENS	T033S-R037W-025 NE	
5026-4297-00	L033531000	JESSIE V PRIDE ET AL	H S CARPENTER	05/01/1929	KS, STEVENS COUNTY	H 2	96		KS	STEVENS	T033S-R037W-025 SW	
5026-4298-00	L033532000	F O BUNYAN ET UX	EDW B MCKENNA	05/01/1929	KS, STEVENS COUNTY	H 2	109		KS	STEVENS	T033S-R037W-023 SE	
5026-4299-00	L033533000	A D ASHER ET UX	W A BARRINGTON	05/28/1929	KS, STEVENS COUNTY	H	319		KS	STEVENS	T033S-R037W-023 SW	
5026-4300-00	L033534000	P W DREIBELBIS ET UX	W A BARRINGTON	05/28/1929	KS, MORTON COUNTY	OB 3	11		KS	MORTON	T035S-R037W-007 N	
5026-4301-00	L033535000	P W DREIBELBIS ET UX	W A BARRINGTON	05/28/1929	KS, MORTON COUNTY	3	10		KS	MORTON	T034S-R039W-009 NE	
5026-4302-00	L033536000	A C MOORHEAD ET UX	JOHN BANE	09/16/1929	KS, STEVENS COUNTY	MIS3	174		KS	STEVENS	T034S-R039W-009 NW	
5026-4303-00	L033537000	CHRISTIANA C SMITH ET AL	ARGUS PRODUCTION CO	10/09/1929	KS, STEVENS COUNTY	MIS3	140		KS	STEVENS	T032S-R037W-017 SE	
5026-4304-00	L033538000	JOHN BURROWS ET UX	A S NEWBURG & FRED ERICH	10/22/1929	KS, STEVENS COUNTY	H-2	215		KS	STEVENS	T033S-R037W-013 SE	
5026-4305-00	L033539000	HARRY E HOON ET UX	THE ARGUS PRODUCTION CO	10/25/1929	KS, STEVENS COUNTY	2	198		KS	STEVENS	T034S-R037W-031 E/SW	3
5026-4306-00	L033540000	THEO B MOORE ET UX	ARGUS PRODUCTION COMPANY	10/25/1929	KS, STEVENS COUNTY	H-2	190		KS	STEVENS	T033S-R037W-023 SW	4
5026-4307-00	L033541000	PAULINE FELLERS ET VIR	REPUBLIC NATURAL GAS COMPANY	10/26/1939	KS, STEVENS COUNTY	9	95		KS	STEVENS	T032S-R038W-025 NE	
5026-4308-00	L033542000	C A OLSON ET AL	THE ARGUS PRODUCTION CO	10/26/1929	KS, STEVENS COUNTY	H 2	299		KS	STEVENS	T032S-R038W-001 N/SE	
5026-4309-00	L033543000	JAMES S HERSHEY	THE ARGUS PRODUCTION CO	10/29/1929	KS, STEVENS COUNTY	MIS H2	192		KS	STEVENS	T032S-R038W-001 S/SE	
5026-4310-00	L033544000	S A HOUSTON REED ET VIR	REPUBLIC NATURAL GAS COMPANY	10/30/1938	KS, STEVENS COUNTY	9	61		KS	STEVENS	T034S-R037W-026 NW	
5026-4311-00	L033545000	LIZZIE STONER	REPUBLIC NATURAL GAS COMPANY	11/05/1938	KS, STEVENS COUNTY	9	69		KS	STEVENS	T032S-R037W-029 NW	
5026-4312-00	L033546000	OLIVER E WELCH ET AL	THE ARGUS PRODUCTION COMPANY	11/05/1929	KS, STEVENS COUNTY	H2	383		KS	STEVENS	T033S-R037W-004 NW	
5026-4313-00	L033547000	J M RIDPATH ET UX	THE ARGUS PRODUCTION COMPANY	11/05/1929	KS, STEVENS COUNTY	H2	384		KS	STEVENS	T034S-R037W-027 W/SE	
5026-4314-00	L033548000	FRED KNIER ET UX	ARGUS PRODUCTION CO (THE)	11/06/1929	KS, STEVENS COUNTY	H2	408		KS	STEVENS	T034S-R037W-027 E/SE	
5026-4315-00	L033549000	KATHERINE PERSINGER ET VIR	REPUBLIC NATURAL GAS COMPANY	11/06/1938	KS, STEVENS COUNTY	9	69		KS	STEVENS	T034S-R036W-016 NW	
5026-4316-00	L033550000	G E MORFORD ET UX	REPUBLIC NATURAL GAS COMPANY	01/19/1943	KS, STEVENS COUNTY	11	349		KS	STEVENS	T034S-R036W-016 SE	
5026-4317-00	L033551000	IVAN B ERWIN ET UX	THE ARGUS PRODUCTION CO	11/09/1929	KS, STEVENS COUNTY	H2	406		KS	STEVENS	T034S-R036W-016 SE	
5026-4318-00	L033552000	SARAH C ERDWIEN ET VIR	REPUBLIC NATURAL GAS COMPANY	11/09/1938	KS, STEVENS COUNTY	9	79		KS	STEVENS	T035S-R037W-010 SE	
5026-4319-00	L033553000	ALDEN W FOSTER ET AL	REPUBLIC NATURAL GAS COMPANY	10/09/1942	KS, STEVENS COUNTY	11	541		KS	STEVENS	T034S-R036W-023 SE	
											T034S-R036W-005 SE	
											T034S-R036W-009 NW	
											T034S-R036W-018 E/SW	3
												4
5026-4320-00	L033554000	KATIE SCHAEFFER	W A BARRINGTON	11/12/1929	KS, STEVENS COUNTY	H2	306		KS	STEVENS	T035S-R038W-006 SE	
5026-4321-00	L033555000	EARL JESTER ET UX	ARGUS PRODUCTION COMPANY	11/16/1929	KS, STEVENS COUNTY	3	223		KS	STEVENS	T034S-R036W-006 SE/SW	7
											T034S-R036W-007 E/NW	1
												2
5026-4322-00	L033556000	M S DIXON ET UX	RALPH ARMSTRONG	11/21/1929	KS, MORTON COUNTY	OB4	208		KS	MORTON	T034S-R039W-018 SE	
5026-4323-00	L033557000	MINNIE S MANGELS ET UX	RALPH ARMSTRONG	11/21/1929	KS, MORTON COUNTY	OB-4	226		KS	MORTON	T034S-R039W-006 E/SW	3
												4
5026-4324-00	L033558000	RALPH ARMSTRONG ET AL	THE ARGUS PRODUCTION COMPANY	11/22/1929	KS, MORTON COUNTY	OB-4	237		KS	MORTON	T034S-R039W-016 NW	



## CONVEYANCE, ASSIGNMENT AND BILL OF SALE

State of Kansas       §  
                                  §  
County of Morton     §

THIS CONVEYANCE, ASSIGNMENT AND BILL OF SALE (this “Conveyance”), dated July 31, 2017 but effective as of 7:00 a.m. (Central Daylight Time) on May 1, 2017 (the “Effective Time”), is by and between Berry Petroleum Company, LLC, a Delaware limited liability company, having an address of 5201 Truxtun Avenue, Suite 100, Bakersfield, California 93309 (“Assignor”), and Scout Energy Group III, LP, a Texas limited partnership having an address of 4901 LBJ Freeway, Suite 300, Dallas, Texas 75244 (“Assignee”). Assignor and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### ARTICLE 1 Conveyance of Oil and Gas Assets

Section 1.1. Conveyance. Assignor, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, by these presents does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee, all of Assignor’s right, title and interest in and to the following described assets and properties, except to the extent any of the same constitute an Excluded Oil and Gas Asset (as defined herein) (collectively, all such right, title and interest of Assignor, the “Oil and Gas Assets”):

(a) (i) the undivided interests specified in Exhibit A in, to or under the Hydrocarbon Interests specifically described therein, and (ii) all other Hydrocarbon Interests of Assignor in, to or under any lands covered by or subject to any of the Hydrocarbon Interests described in Exhibit A, even though such interests of Assignor may be incorrectly described or referred to in, or a description thereof may be omitted from, Exhibit A (collectively, the “Subject Interests”);

(b) the lands covered by the Subject Interests or lands pooled, communitized or unitized therewith (the “Lands”);

(c) the following insofar, but only insofar, as the same are attributable to the Subject Interests: (i) all rights with respect to the use and occupancy of the surface of and the subsurface depths under the Lands; (ii) all rights with respect to any pooled, communitized or unitized acreage by virtue of any Subject Interest being a part thereof; (iii) all agreements, contracts, contractual rights, easements, rights-of-way, servitudes, surface leases, surface use agreements, and other estates to the extent primarily related to or primarily used in connection with the exploration, development, or operation of the Subject Interests, but excluding any such agreement, contract, easement, right-of-way, servitude or other estate to the extent transfer of



August 1<sup>st</sup>, 2017

**Operator Summary between XTO, Linn and Berry**

This summary is in response to the KCC requirement to attach Assignments and Bills of Sale to every county's T-1 Change of Operator well filings. Due to the nature of Linn's property exchange with XTO and Berry, an ABOS does not exist between Linn and Berry. This summary of the Exchange will hopefully allow the KCC to accept a TSA and Separation Agreement that was executed during Linn and Berry's separate emergence from bankruptcy earlier this year. In 2013, Berry merged with Linn Energy, LC and became an indirect wholly owned subsidiary to Linn. Because of this, all XTO properties in a subsequent acquisition were assigned a split ownership between Linn and Berry – Linn was given 21.99% and Berry was given 78.01% of all ownership in XTO's properties being acquired. Because Berry was a wholly owned subsidiary to Linn, Linn operated all XTO properties, despite having a smaller ownership. Thus, an assignment from Linn to Berry was not necessary when Berry emerged from bankruptcy as its own independent entity because Berry already possessed ownership from XTO. Instead, a Transition Services and Separation Agreement was used. Linn and Berry also agreed Linn would maintain its status as Operator for all Hugoton assets in which Berry possessed a majority working interest. However, this agreement is now void because Berry sold its Hugoton properties to Scout. Now that Scout has acquired a majority working interest in the properties that Linn was operating on behalf of Berry, Scout will now take over as operator. What Linn can provide in its Change of Operator filings is the original ABOS from XTO to Berry and Linn and the Transition Services and Separation Agreement between Linn and Berry. So far, no one at Linn has caught wind of and ABOS between Berry and Scout, so we would not be able to provide one at this point in our filings. Please let me know as soon as possible if this proposal is acceptable for T-1 approval. Also, I'd be happy to answer any questions you may have.

Thank you,



*Marcela Engles*

*Landman I – Hugoton and  
Permian-New Mexico*

600 Travis

Houston, Texas 77002

T: 281.840.4011

F: 281.605.4169

[www.linnenergy.com](http://www.linnenergy.com)