KOLAR Document ID: 1363742

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: MUST be s	submitted with this form.
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells **	KS Dept of Revenue Lease No.:
Gas Gathering System:	Lease Name:
Saltwater Disposal Well - Permit No.:	_
Spot Location: feet from N / S Line feet from E / W Line	Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells **	
Field Name:	Production Zone(s):
** Side Two Must Be Completed.	Injection Zone(s):
Surface Pit Permit No.: (API No. if Drill Pit, WO or Haul) Type of Pit: Emergency Burn Settling	feet from N / S Line of Section feet from E / W Line of Section Haul-Off Workover Drilling
Post On australia License No.	Out to I Post on
Past Operator's License No	
Past Operator's Name & Address:	Phone:
	Date:
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 inje	ection authorization, surface pit permit # has beer
noted, approved and duly recorded in the records of the Kansas Corpor	ration Commission. This acknowledgment of transfer pertains to Kansas Corporation
Commission records only and does not convey any ownership interest i	in the above injection well(s) or pit permit.
is acknowledged	d as is acknowledged as
the new operator and may continue to inject fluids as authorized	the new operator of the above named lease containing the surface pi
Permit No.: Recommended action:	permitted by No.:
Date:	 Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC
DISTRICT EPR	PRODUCTION UIC

KOLAR Document ID: 1363742

Side Two

Must Be Filed For All Wells

* Lease Name:			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S	on Line	Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	<i>Circle</i> FEL/FWL		
	· -	FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		I JL/FINL	LL/ VVL		

A separate sheet may be attached if necessary

^{*} When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

KOLAR Document ID: 1363742

Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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:	the lease helpw
Phone: () Fax: ()	
Email Address:	- -
Surface Owner Information:	
Name:	
Address 1:	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
Address 2:	accepts, and in the week pateta property toy records of the accepts traceurer
City: State: Zip:+	_
the KCC with a plat showing the predicted locations of lease roads, to	chodic Protection Borehole Intent), you must supply the surface owners and cank batteries, pipelines, and electrical lines. The locations shown on the plated on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
☐ I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be	e Act (House Bill 2032), I have provided the following to the surface e located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form m being filed is a Form C-1 or Form CB-1, the plat(s) required by this s, and email address.
KCC will be required to send this information to the surface	I acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this ess of the surface owner by filling out the top section of this form and e KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ng fee with this form. If the fee is not received with this form, the KSONA-1 P-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 Albert 2 Unit lease, Section 14, Township 33S, Range 37W, Stevens County, Kansas.



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 STATE OF KANSAS SS
COUNTY OF STEVENS
This instrument was filed for record on the Duth
day of Hugust A.D. 20 14
at 4:00 ectock f. M. and duly recorded in
Book 294 on page 148 Fee \$ 744.00
Uhoa A Schnuttly Reputy
Register of Deeds

BOOK 294 Page

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THE STATE OF KANSAS

§ §

COUNTY OF STEVENS

8

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

TRANSITION SERVICES AND SEPARATION AGREEMENT "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;

			EXHIBI	Т				_			
			Leases								
			KANSAS AND OK	LAHOMA	T						
Legacy Number	Lease Number	Lessor	Lessee	Lease Date	State, County	Book	Page Registry	Rec	St Rec County	y Description	Lot(s)
Loguey Itumize.		20000			Julio, County		. agoog.oy	1.00		2000	4
										T035S-R036W-016 NW	3
											4
5026-5578-00	L034739000	CORA E HANCOCK ET VIR	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	13	619	KS	STEVENS	T033S-R035W-003 SW	
5026-5579-00	L034740000	D W BRANT ET UX	NORTHERN NATURAL GAS COMPANY	07/26/1945	KS, STEVENS COUNTY	13	585	KS	STEVENS	T033S-R035W-003 NW	
5026-5580-00	L034741000	W T BECKER ET UX	NORTHERN NATURAL GAS COMPANY	09/17/19/15	KS, STEVENS COUNTY	14	a	KS	STEVENS	T033S-R035W-003 S/NE	1
3020-3300-00	L034741000	W I BECKER ET OX	NORTHERN NATORAL GAS COMPANY	09/17/1943	KO, STEVENS COONTT	14	9	NO	STEVENS	10333-1033W-003 3/NE	2
								1		T033S-R035W-003 SE	1
											2
5026-5581-00	L034742000	CORA D WILSON	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	12	32	KS	STEVENS	T032S-R035W-011 S	
5026-5582-00	L034743000	CHARLES L HELMLEY ET AL	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	14	235	KS	STEVENS	T032S-R035W-011 NW	
5026-5583-00	L034744000	FEDERAL LAND BANK OF WICHITA	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	10	349	KS	STEVENS	T032S-R036W-033 NE	
5026-5584-00 5026-5585-01	L034745000 L034746001	DELLA M BANBURY ET VIR PHILIP FRIEDMAN ET AL	NORTHERN NATURAL GAS COMPANY A C MOORHEAD	_	KS, STEVENS COUNTY KS. STEVENS COUNTY	13	571 333	KS KS	STEVENS	T032S-R036W-033 NW T032S-R036W-033 SW	
5026-5585-01	L034746001 L034746002	A C MOORHEAD ET UX	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	13	341	KS	STEVENS	T032S-R036W-033 SW	
5026-5586-00	L0347470002	ANNA E GAYLORD	REPUBLIC NATURAL GAS COMPANY		KS, STEVENS COUNTY	11	371	KS	STEVENS	T032S-R036W-033 SE	
5026-5587-00	L034748000	O F JONES ET UX	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	14	419	KS	STEVENS	T032S-R035W-019 E/SW	3
					,						4
5026-5588-00	L034749000	P GIVENS ET UX	NORTHERN NATURAL GAS COMPANY	08/19/1946	KS, STEVENS COUNTY	14	349	KS	STEVENS	T032S-R035W-019 SE	
5026-5589-01	L034750001	CARL R WHITE	NORTHERN NATURAL GAS COMPANY	09/27/1946	KS, STEVENS COUNTY	14	401	KS	STEVENS	T032S-R035W-019 E/NW	1
											2
5026-5589-02	L034750002	RALPH D AND FORD S WHITE ESTATES ET AL	NORTHERN NATURAL GAS COMPANY	01/14/1950	KS, STEVENS COUNTY	23	249	KS	STEVENS	T032S-R035W-018 E/NW	1
								-		T032S-R035W-019 E/NW	1
								+		10323-1033W-019 E/NW	2
5026-5589-03	L034750003	WILBUR W WHITE	NORTHERN NATURAL GAS COMPANY	01/14/1950	KS, STEVENS COUNTY	23	247	KS	STEVENS	T032S-R035W-018 E/NW	1
					,						2
										T032S-R035W-019 E/NW	1
											2
5026-5589-04	L034750004	CARL R WHITE	NORTHERN NATURAL GAS COMPANY	09/27/1946	KS, STEVENS COUNTY	14	399	KS	STEVENS	T032S-R035W-018 E/NW	1
5026-5590-00	L034751000	HITCH LAND AND CATTLE COMPANY	NORTHERN NATURAL GAS COMPANY	11/07/1046	KS, STEVENS COUNTY	14	471	I/C	STEVENS	T032S-R035W-019 NE	2
5026-5590-00	L034751000 L034752000	HITCH LAND AND CATTLE COMPANY	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	14	467	KS KS	STEVENS	T032S-R035W-019 NE	3
3020-3391-00	L034732000	THICH EARD AND CATTLE COMPANY	NONTIENN NATORAL GAS COMPANT	11/21/1940	KS, STEVENS COOKIT	14	407	NO	STEVENS	10323-1033W-016 L/3W	4
5026-5592-00	L034753000	HITCH LAND AND CATTLE COMPANY	NORTHERN NATURAL GAS COMPANY	11/27/1946	KS, STEVENS COUNTY	14	469	KS	STEVENS	T032S-R035W-018 SE	
5026-5593-00	L034754000	CARL R WHITE	NORTHERN NATURAL GAS COMPANY	09/27/1946	KS, STEVENS COUNTY	14	407	KS	STEVENS	T032S-R036W-025 SE	
						14	397	KS	STEVENS		
5026-5594-00	L034755000	O J WAYLAND ET UX	WALTER KUHN	01/19/1939	KS, STEVENS COUNTY	9	571	KS	STEVENS	T033S-R036W-023 N	
		W			140 075145110 001111714				0751/51/0	T033S-R036W-023 SW	
5026-5595-00 5026-5596-00	L034756000 L034757000	W H TILFORD ET UX W H TILFORD ET UX	NORTHERN NATURAL GAS COMPANY NORTHERN NATURAL GAS COMPANY	_	KS, STEVENS COUNTY KS, STEVENS COUNTY	14	145	KS KS	STEVENS STEVENS	T032S-R036W-011 NE T032S-R036W-011 SE	
5026-5596-00	L034757000 L034758001	ROY BATMAN ET UX	A C MOORHEAD	_	KS, STEVENS COUNTY	13	27	KS	STEVENS	T032S-R036W-011 SE T032S-R036W-011 NW	
5026-5597-01	L034758001	TEXAS COMPANY (THE)	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	13	491	KS	STEVENS	T032S-R036W-011 NW	
5026-5598-00	L034759000	D L THOMAS ET UX	NORTHERN NATURAL GAS PRODUCING COMPANY		KS, SEWARD COUNTY	127	81	KS	SEWARD	T031S-R033W-031 NE	
5026-5599-00	L034760000	ARTHUR E TAYLOR ET UX	REPUBLIC NATURAL GAS COMPANY		KS, STEVENS COUNTY	9	82	KS	STEVENS	T032S-R036W-030 E/NW	1
											2
					1	1		1		T032S-R036W-030 NE	1
E006 E600 04	1.024764004	DEADA DENNINCTON ET VID	NODTHEDN NATHDAL CAS COMBANY	04/00/4040	IVO OTEVENIO COUNTY	11	160	I/O	OTEVENO.	T0220 D020W 020 05	2
5026-5600-01 5026-5600-02	L034761001 L034761002	BEADA PENNINGTON ET VIR E V BAKER ET UX	NORTHERN NATURAL GAS COMPANY NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY KS, STEVENS COUNTY	11	168	KS KS	STEVENS STEVENS	T032S-R036W-030 SE T032S-R036W-030 N/SE	
20-0000-02	LU34/01UUZ	E V DANEK ET UN	INUK I NEKIN INA I UKAL GAS CUMPANY	04/09/1942	INO, O I EVENO COUNTY	111	109	Nδ	SIEVENS	10323-KU30VV-U3U IV/SE	

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

State of Kansas §

§

County of Stevens §

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. <u>Conveyance</u>. 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 <u>Exhibit A</u> 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 <u>Exhibit A</u>, 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

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