

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 submitted with this form.						
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:	Effective Date of Transfer:					
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:						
Gas Gathering System:							
Saltwater Disposal Well - Permit No.:							
Spot Location: feet from N /	Legal Description of Lease.	[_]E[_]W					
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 H.  Type of Pit: Emergency Burn	feet from N / S Line of Secture  feet from E / W Line of Secture  Settling Haul-Off Workover Drilling						
Past Operator's License No.	Contact Person:						
Past Operator's Name & Address:							
	Date:						
Title:							
New Operator's License No.	Contact Person:						
New Operator's Name & Address:	Phone:						
	Oil / Gas Purchaser:						
	 Date:						
	ansfer of injection authorization, surface pit permit #ansas Corporation Commission. This acknowledgment of transfer pertains to Karship interest in the above injection well(s) or pit permit.						
is a	cknowledged as is a	acknowledged as					
the new operator and may continue to inject fluids a	the new operator of the above named lease containing	g the surface pi					
Permit No.: Recommended action:	permitted by No.:						
Date:	 Date:						
Authorized Signature	Authorized Signat	ure					
DISTRICT EPR	PRODUCTION UIC						





#### Must Be Filed For All Wells

KDOR Lease	No.:		_		
* Lease Name:			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	Circle 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		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL			_

A separate sheet may be attached if necessary

<sup>\*</sup> 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.



### 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) CE	3-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City:	3
Contact Person:	the lease below:
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:	
City: State: Zip:+	_
the KCC with a plat showing the predicted locations of lease roads, are preliminary non-binding estimates. The locations may be entered	athodic Protection Borehole Intent), you must supply the surface owners and tank batteries, pipelines, and electrical lines. The locations shown on the plat ed on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
owner(s) of the land upon which the subject well is or will I CP-1 that I am filing in connection with this form; 2) if the fo form; and 3) my operator name, address, phone number, fa	ce Act (House Bill 2032), I have provided the following to the surface be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form orm being filed is a Form C-1 or Form CB-1, the plat(s) required by this ax, and email address.  I acknowledge that, because I have not provided this information, the e owner(s). To mitigate the additional cost of the KCC performing this
that I am being charged a \$30.00 handling fee, payable to t	dling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.
Date: Signature of Operator or Agent:	

The entire lease assignment can be found as an attachment to the T-1 for the OM Akers Unit lease, Section 34, Township 25S, Range 35W, Kearny County, Kansas.

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

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

### ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THE STATE OF KANSAS §
COUNTY OF KEARNY §

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;

			EX	HIBIT								
			Le	eases								
				ND OKLAHOMA								
			10/11/07/07/1	VD ORLANIOWA								
Legacy Number	Lease Number	Lessor	Lessee	Lease Date	State, County	Book	Page	Registry	Rec	St Rec County	Description	Lot(s)
,								<u> </u>			T026S-R035W-007 N	` '
951-0381-01	L035753001	C.E. BEYMER AND ETHEL M.	KANSAS OIL AND GAS PRODUCTION	03/15/1948	KS, KEARNY COUNTY	17	23		KS	KEARNY	T026S-R035W-007	
											T026S-R035W-007 S	
951-0382-00	L035754000	LENORA V TATE	FIN-KER OIL & GAS PRODUCTION	11/29/1945	KS, KEARNY COUNTY	13	270		KS	KEARNY	T026S-R035W-018	
054 0000 04	1.005755004	OUT LOUI COMPANY	L E OIDONNELL	00/47/4044	LO LEADAN COLINER	0	000		140	L/E A DADA	T026S-R035W-018 S	
951-0383-01	L035755001	SHELL OIL COMPANY	J. E. O'DONNELL	09/17/1941	KS, KEARNY COUNTY	8	636		KS	KEARNY	T026S-R035W-018 T026S-R035W-018 NW	
951-0383-02	L035755002	MARY E THORNBROUGH, ET AL	J. E. O'DONNELL	09/26/19/1	KS, KEARNY COUNTY	a	55		KS	KEARNY	T026S-R035W-018	
931-0303-02	L033733002	WART E MORNDROOGH, ET AL	J. L. O DOIVINELL	03/20/1341	KS, KLAKIT COOKT	9	33		NO.	KLAKINI	T026S-R035W-018 NW	
951-0385-01	L035756001	MAGNOLIA PETROLEUM COMPANY	KANSAS OIL AND GAS PRODUCTION	10/13/1948	KS, KEARNY COUNTY	18	138		KS	KEARNY	T026S-R035W-018	
001 0000 01	2000700001	WHONGENT ETROLEOM COMPANY	TO WELL OF THE STATE WAS THOSE OF THE TENTE	10/10/1040	Ito, Italiani occitii	10	100		110	TKE/ UKINI	T026S-R035W-018 NE	
951-0385-02	L035756002	HELEN H HOOVER, ET AL	MAGNOLIA PETROLEUM COMPANY	11/03/1944	KS, KEARNY COUNTY	12	195		KS	KEARNY	T026S-R035W-018	
		,									T026S-R035W-018 NE	
951-0387-00	L035757000	T. P. LEE ESTATE	TRI-COUNTY GAS COMPANY	01/15/1945	KS, KEARNY COUNTY	14	318		KS	KEARNY	T026S-R036W-004	
											T026S-R036W-004 S	
											T026S-R036W-004 S/N	
951-0388-00	L035758000	T. P. LEE ESTATE	TRI-COUNTY GAS COMPANY	01/15/1945	KS, KEARNY COUNTY	14	319		KS	KEARNY	T026S-R036W-005	
951-0389-00	L035759000	T. P. LEE ESTATE	TRI-COUNTY GAS COMPANY	08/15/1944	KS, KEARNY COUNTY	14	310		KS	KEARNY	T026S-R036W-006	
951-0390-00	L035760000	T. P. LEE ESTATE	TRI-COUNTY GAS COMPANY	08/15/1944	KS, KEARNY COUNTY	14	311		KS	KEARNY	T026S-R036W-007	
951-0391-00	L035761000	T. P. LEE ESTATE	TRI-COUNTY GAS COMPANY	01/15/1945	KS, KEARNY COUNTY	14	320		KS	KEARNY	T026S-R036W-008	
951-0392-00	L035762000	T. P. LEE ESTATE	TRI-COUNTY GAS COMPANY	01/15/1945	KS, KEARNY COUNTY	14	322		KS	KEARNY	T026S-R036W-010	
											T026S-R036W-010 NE	
951-0393-01	L035763001	MAGNOLIA PETROLEUM COMPANY	FIN-KER OIL & GAS PRODUCTION	10/09/1948	KS, KEARNY COUNTY	18	185		KS	KEARNY	T026S-R036W-010	
		255544450055255			1/0 1/5 A DANY 0 0 1 H 1771				1.00	1/51510/	T026S-R036W-010 S	
951-0393-02	L035763002	BERTHA M FOSTER, ET AL	MAGNOLIA PETROLEUM COMPANY	11/21/1944	KS, KEARNY COUNTY	12	222		KS	KEARNY	T026S-R036W-010	
											T026S-R036W-010 S	
							-				T026S-R036W-022 T026S-R036W-022 N	
951-0393-03	L035763003	MAGNOLIA PETROLEUM COMPANY	CITIES SERVICE OIL COMPANY	03/10/1047	KS, KEARNY COUNTY	0015	0330		KS	KEARNY	T026S-R036W-022 N	
951-0396-00	L035764000	USA KSGLO-09950	EDWIN G BRADLEY		KS, KEARNY COUNTY	12	209		KS	KEARNY	T026S-R036W-011	
331-0330-00	351-0390-00 L0337 04000 OSA NSGLO-09930	EDWIN O BRADLE I	12/04/1344	ICO, ICEAICIT COOKIT	12	203		110	KEAKIVI	T026S-R036W-011 NW/NW		
							i i				T026S-R036W-011 S/N	
951-0397-01	L035765001	VICTOR B TATE, ET AL	KANSAS OIL AND GAS PRODUCTION	03/09/1948	KS, KEARNY COUNTY	17	25		KS	KEARNY	T026S-R036W-011	
		,									T026S-R036W-011 S	
951-0397-02	L035765002	JOHN J FLEET, ET AL	W B OSBORN	12/14/1944	KS, KEARNY COUNTY	12	374		KS	KEARNY	T026S-R036W-011	
											T026S-R036W-011 S	
951-0397-03	L035765003	EUROMEX OIL COMPANY INC	W B OSBORN	05/25/1946	KS, KEARNY COUNTY	14	162		KS	KEARNY	T026S-R036W-011	
											T026S-R036W-011 S	
951-0397-04	L035765004	W B OSBORN	MAGNOLIA PETROLEUM COMPANY	08/13/1946	KS, KEARNY COUNTY	14	506		KS	KEARNY	T026S-R036W-011	
											T026S-R036W-011 S	
951-0401-00	L035766000	LENORA V TATE	FIN-KER OIL & GAS PRODUCTION	11/29/1945	KS, KEARNY COUNTY	13	268		KS	KEARNY	T026S-R036W-012	
054 0400 04	1 005707004	IOMENDOLVALLIEVEO ET AL	OITIES SERVICE OIL COMPANY	00/04/12 12	KO KEADAN OOLUTTI		400		140	LICE A DADA	T026S-R036W-012 N	
951-0402-01	L035767001	GWENDOLYN H EVES, ET AL	CITIES SERVICE OIL COMPANY	02/04/1943	KS, KEARNY COUNTY	9	420		KS	KEARNY	T026S-R036W-012	
951-0402-02	L035767002	JOHN J FLEET, ET AL	W B OSBORN	40/44/4044	KS, KEARNY COUNTY	12	383		KS	KEARNY	T026S-R036W-012 SE T026S-R036W-012	
901-0402-02	LU33/0/UUZ	JOHN J FLEET, ET AL	W D OODORIN	12/14/1944	NO, NEARINY COUNTY	12	303		NO	KEAKNY	T026S-R036W-012 SE	
951-0402-03	L035767003	EUROMEX OIL COMPANY INC	W B OSBORN	05/25/1046	KS, KEARNY COUNTY	14	150		KS	KEARNY	T026S-R036W-012 SE	
001 0402-00	2000101000	LONGINE COLONIA ALVI 1140	W D OODONIA	03/23/1940	ING, REARINT GOONTT	17	100		110	INEAR IN	T026S-R036W-012 SE	
951-0402-04	L035767004	W B OSBORN, ET UX	MAGNOLIA PETROLEUM COMPANY	09/01/1947	KS, KEARNY COUNTY	16	181		KS	KEARNY	T026S-R036W-012 3L	
				33,3.71047	,	1.0	1.0.		1		T026S-R036W-012 SE	
951-0406-00	L035768000	LENORA V TATE	FIN-KER OIL & GAS PRODUCTION	11/29/1945	KS, KEARNY COUNTY	13	267		KS	KEARNY	T026S-R036W-013 N	

#### CONVEYANCE, ASSIGNMENT AND BILL OF SALE

State of Kansas §

§

County of Kearny §

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