

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:	
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	



1363793

#### Must Be Filed For All Wells

KDOR Lease	No.:		_				
Lease Name:			* Location:				
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)		
		CircleFSL/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				
		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				

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) CB-1	(Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location: SecTwpS. 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:	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.
the KCC with a plat showing the predicted locations of lease roads, tal	nodic Protection Borehole Intent), you must supply the surface owners and nk batteries, pipelines, and electrical lines. The locations shown on the plat 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 be	Act (House Bill 2032), I have provided the following to the surface located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.
KCC will be required to send this information to the surface of	acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this as of the surface owner by filling out the top section of this form and KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handlin form and the associated Form C-1, Form CB-1, Form T-1, or Form CF	g 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 WM Ackerman GU lease, Section 16, Township 27S, Range 38W, Grant County, Kansas.

	20 14 AT 2:45 O'CLOCK	JGUST A.D.
	AT PAGE(S) 394-440	
Prepared By: Warren J. Ludlow, XTO Energy Vice President & Assoc. General Counsel After Recording Return To:	PEE \$ 192.00  DANA Y. McDANIE  REGISTER OF DEEI	A STATE OF THE PROPERTY OF THE
LINN Energy Holdings, LLC Attn: General Counsel 600 Travis Street, Suite 5100 Houston, Texas 77002	Dana Y. McDaniel	GRANT COUNTY
ASSIGNM	MENT, BILL OF SALE AND COM	VEYANCE Reception ACCOUNTY
	,	Numerical Que
THE STATE OF KANSAS	§	Indirect Com-
COUNTY OF GRANT	§ 8	Computer OVIV

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;

	<u> </u>		EXHIBIT	г									
	Leases												
			KANSAS AND OK	LAHOMA						1			
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Legacy Number	Lease Number	Lessor	Lessee	Lease Date	е	State, County	Book	Page	Registry	Rec	St Rec County	Description T026S-R033W-017 SE	Lot(s)
5026-4993-00	L034162000	JOHN W NOLAN ET AL	NORTHERN NATURAL GAS COMPANY	11/25/1944	4 KS	, FINNEY COUNTY	14	487		KS	FINNEY	T026S-R033W-007 W/SE	
5026-4994-00	L034163000	J A AYLWARD TRUST ESTATES	NORTHERN NATURAL GAS COMPANY	_			15	59		KS		T026S-R033W-007 WE	-
0020 100 1 00	2001100000	The state of the s	TOTAL CONTROL OF COMMAND	0170071010	,	,		00				T026S-R033W-007 NW	
5026-4995-00	L034164000	JENNIE BARKER	MAGNOLIA PETROLEUM COMPANY	05/05/1945	5 KS.	, FINNEY COUNTY	14	43		KS	FINNEY	T026S-R033W-007 SW	
5026-4996-00	L034165000	MARY E CAREY	CITIES SERVICE OIL COMPANY			, HASKELL COUNTY	3	445		KS	HASKELL	T028S-R034W-011 NE	
5026-4997-01	L034166001	EVA G DAVIS ET VIR	NORTHERN NATURAL GAS COMPANY	05/10/1944	4 KS,	, HASKELL COUNTY	8	421		KS	HASKELL	T028S-R034W-011 E/SE	
5026-4997-02	L034166002	HERVEY B RICHARDSON ET UX	FRANK MCCOY	05/10/1944	4 KS,	, HASKELL COUNTY	4	574		KS	HASKELL	T028S-R034W-011 E/SE	
5026-4998-00	L034167000	MAUD COLLINGWOOD	JOE E DENHAM			, HASKELL COUNTY	3	634		KS		T028S-R034W-011 W/SE	
5026-4999-00	L034168000	ROSA STEWART ET VIR	NORTHERN NATURAL GAS COMPANY	_		, HASKELL COUNTY	4	648		KS	HASKELL	T028S-R034W-011 W	
5026-5002-00	L034169000	ELLIS E FLICK ET UX	NORTHERN NATURAL GAS COMPANY	_	_	, HASKELL COUNTY	5	4		KS		T028S-R034W-020 NW	
5026-5003-00	L034170000	JOSEPH D C GOERING ET UX	CITIES SERVICE OIL COMPANY			, HASKELL COUNTY	4	32		KS	HASKELL	T028S-R034W-020 SW	
5026-5004-00	L034171000	CITY OF GARDEN CITY KANSAS (THE)	NORTHERN NATURAL GAS PRODUCING COMPANY				32	236		KS	FINNEY	T024S-R031W-028 SE	
5026-5005-00	L034172000	CITY OF GARDEN CITY KANSAS (THE)	NORTHERN NATURAL GAS PRODUCING COMPANY	_	_	,	32	239		KS		T024S-R031W-028 SW	
5026-5006-00	L034173000 L034174000	CITY OF GARDEN CITY KANSAS (THE)	NORTHERN NATURAL GAS COMPANY				32 32	240 241		KS KS	FINNEY	T024S-R031W-033 N	$\longrightarrow$
5026-5007-00 5026-5008-00	L034174000 L034175000	CITY OF GARDEN CITY KANSAS (THE)  JOHN R REIMER	NORTHERN NATURAL GAS COMPANY NORTHERN NATURAL GAS COMPANY			, FINNEY COUNTY , HASKELL COUNTY	52	17		KS		T024S-R031W-027 SW T028S-R034W-022 NE	-+-
5026-5006-00	LU34175000	JOHN R REIWER	NORTHERN NATURAL GAS COMPANT	05/12/1944	4 NO,	, HASKELL COUNTY	5	17		NO	HASKELL	T028S-R034W-022 NE	$\overline{}$
5026-5009-00	L034176000	GLENN G MOORE ET UX	NORTHERN NATURAL GAS COMPANY	07/16/19/15	5 KS	, HASKELL COUNTY	7	47		KS	HASKELL	T028S-R034W-021 NW	
3020-3003-00	2034170000	CEENIN O MOORE ET OX	NORTHERWATORAE GAO GOMI ANT	07/10/1343	J 110,	, HAGRELE COCIVIT		77		NO	HAORELE	T028S-R034W-022 SW	-
5026-5010-00	L034177000	RALPH R MAUGHLIN ET UX	NORTHERN NATURAL GAS COMPANY	05/16/1944	4 KS	, HASKELL COUNTY	5	20		KS	HASKELL	T028S-R034W-022 NW	
5026-5011-00	L034178000	BERNHARD D DOERKSEN ET UX	NORTHERN NATURAL GAS COMPANY	_		, HASKELL COUNTY	5	13		KS		T028S-R034W-027 N/NE	
					,	,						T028S-R034W-027 NW	
												T028S-R034W-027 S/NE	
5026-5012-00	L034179000	BERNHARD D DOERKSEN ET UX	NORTHERN NATURAL GAS COMPANY	05/11/1944	4 KS,	, HASKELL COUNTY	5	14		KS	HASKELL	T028S-R034W-027 E/SE	
												T028S-R034W-027 E/SW	
												T028S-R034W-027 W/SE	
												T028S-R034W-027 W/SW	
5026-5013-00	L034180000	B D DOERKSEN ET UX	NORTHERN NATURAL GAS COMPANY			, HASKELL COUNTY	5	12		KS		T028S-R034W-014 S	
5026-5014-01	L034181001	SHELL OIL COMPANY INCORPORATE	NORTHERN NATURAL GAS COMPANY	_		, HASKELL COUNTY	9	522		KS	HASKELL	T028S-R034W-014 N	
5026-5014-02	L034181002	STONESTREET CLYDE ET UX	JOE E DENHAM			, HASKELL COUNTY	4	337		KS		T028S-R034W-014 N	
5026-5015-00	L034182000	MARY ELEANOR KIRK ET VIR	NORTHERN NATURAL GAS COMPANY	06/08/1946	6 KS,	, FINNEY COUNTY	15	437		KS	FINNEY	T022S-R032W-031 N/NE	
												T022S-R032W-031 NW	
												T022S-R032W-031 S	
				-								T022S-R032W-031 S/NE T023S-R032W-006 NW	-+-
5026-5016-00	L034183000	ANNETTA P EARLOUGHER ET VIR	NORTHERN NATURAL GAS COMPANY	04/18/1040	n ks	, KEARNY COUNTY	7	499		KS	KEARNY	T026S-R036W-032 N	$\overline{}$
5026-5017-00	L034184000	GEORGE H TATE ESTATE ET AL	FIN-KER OIL & GAS PRODUCTION COMPANY (TH			, KEARNY COUNTY	13	264		KS		T026S-R036W-032 N	
5026-5018-00	L034185000	CHARLES D EVANS ET UX	NORTHERN NATURAL GAS COMPANY	_		, GRANT COUNTY	5	8		KS	GRANT	T027S-R037W-003 N	-
5026-5019-00	L034186000	EDWARD F JUDGE	NORTHERN NATURAL GAS COMPANY			GRANT COUNTY	5	24		KS	GRANT	T027S-R037W-003 S	
5026-5020-00	L034187000	ANNA E EBAUGH	NORTHERN NATURAL GAS COMPANY			, HASKELL COUNTY	5	22		KS		T028S-R034W-016 NE	
5026-5021-00	L034188000	JACOB M GOERING ET UX	NORTHERN NATURAL GAS COMPANY	_		, HASKELL COUNTY	6	530		KS	HASKELL	T028S-R034W-016 NW	
5026-5022-00	L034189000	GUY E FLETCHER ET UX	NORTHERN NATURAL GAS COMPANY			, HASKELL COUNTY	7	54		KS	HASKELL	T028S-R034W-016 SW	$\neg$
5026-5023-00	L034190000	GUY E FLETCHER ET UX	NORTHERN NATURAL GAS COMPANY	_	_	, HASKELL COUNTY	7	53		KS	HASKELL	T028S-R034W-016 SE	
5026-5024-00	L034191000	CHARLES C GALL	NORTHERN NATURAL GAS COMPANY	04/08/1940	0 KS,	, GRANT COUNTY	4	426		KS	GRANT	T027S-R037W-021 E	
5026-5025-00	L034192000	CHARLES C GALL	NORTHERN NATURAL GAS COMPANY	04/08/1940	0 KS,	, GRANT COUNTY	4	425		KS		T027S-R037W-021 SW	
5026-5026-00	L034193000	ELIZABETH H DOWNIE ET VIR	NORTHERN NATURAL GAS COMPANY	_	_	, GRANT COUNTY	5	10		KS	GRANT	T027S-R037W-021 NW	
5026-5027-00	L034194000	CHARLES C GALL	NORTHERN NATURAL GAS COMPANY	_		, GRANT COUNTY	4	429		KS		T027S-R037W-009 W	
5026-5028-00	L034195000	CHARLES C GALL	NORTHERN NATURAL GAS COMPANY			, GRANT COUNTY	4	430		KS	GRANT	T027S-R037W-009 E	
5026-5029-00	L034196000	CHARLES C GALL	NORTHERN NATURAL GAS COMPANY			, GRANT COUNTY	4	427		KS	GRANT	T027S-R037W-016 W	
5026-5030-00	L034197000	CHARLES C GALL	NORTHERN NATURAL GAS COMPANY	04/08/1940	0 KS,	, GRANT COUNTY	4	428		KS	GRANT	T027S-R037W-016 E	

## CONVEYANCE, ASSIGNMENT AND BILL OF SALE

State of Kansas §

§

County of Grant §

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, <u>Exhibit A</u> (collectively, the "<u>Subject Interests</u>");
- (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

# Additional Surface Owners

DEWEESE, DORAINE C & GLEN C	)
4122 KINGSTON DR	
CORPUS CHRISTI	
TX	
78411	

DEWEESE, DORAINE C 4122 KINGSTON DR CORPUS CHRISTI

78411

TX