

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:	nitted 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	SecTwp R [_] E [_] W 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):							
ciae ino maet de completeur								
Surface Pit Permit No.:	feet from N / S Line of Section							
(API No. if Drill Pit, WO or Haul)	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:							
	Date:							
Title:	Signature:							
	o.grado.							
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	n authorization, surface pit permit # has beer							
noted, approved and duly recorded in the records of the Kansas Corporation	n Commission. This acknowledgment of transfer pertains to Kansas Corporation							
Commission records only and does not convey any ownership interest in the	e above injection well(s) or pit permit.							
is acknowledged as	is acknowledged as							
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pi							
Permit No.:	permitted by No.:							
. Hoommonded action.	politimos by No.							
Date:	Date:							
Authorized Signature	Authorized Signature							
DISTRICT EPR	PRODUCTION UIC							



1363901

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

^{*} 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 (C	Patriodic Folection Boteriole Internity
OPERATOR: License #	Well Location:
Name:	SecTwpS. R 🔲 East 🗌 West
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: () Fax: ()	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
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:	county, and in the real estate property tax records of the county treasurer.
City:	
	s batteries, pipelines, and electrical lines. The locations shown on the plat in 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 A owner(s) of the land upon which the subject well is or will be lo	ct (House Bill 2032), I have provided the following to the surface ocated: 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 ow	cknowledge that, because I have not provided this information, the vner(s). To mitigate the additional cost of the KCC performing this 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 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-	fee with this form. If the fee is not received with this form, the KSONA-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 Beaty A lease, Section 36, Township 31S, Range 34W, Seward County, Kansas.

SEWARD COUNTY FEE \$ 64

This instrument was filed for record august 22

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

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COUNTY OF SEWARD

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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;

	•		EXI	HIBIT					•			
			Le	ases								
			KANSAS AN	ID OKLAHOMA								
Legacy Number			Lessee	Lease Date		Book	Page	Registry	KS KS	Rec County	·	Lot(s)
5026-5334-00 5026-5335-00	L034499000 L034500000	NITA JONES ET AL MARVIN MILLER ET AL	JOE E DENHAM JOE E DENHAM		KS, STEVENS COUNTY KS, STEVENS COUNTY		133 346		KS	STEVENS STEVENS	T032S-R035W-033 SW T032S-R035W-033 W/NW	
5026-5336-00	L034500000	EVERARD S DOWNING ET UX	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY		219		KS	STEVENS	T032S-R035W-033 W/NW	-
5026-5337-00	L034501000	EMMA L SAPPINGTON ET AL	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY		613		KS	STEVENS	T031S-R035W-036 SW	-
5026-5338-00	L034503000	C R CLIFT ET UX	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY		363		KS	STEVENS	T031S-R035W-025 SE	
0020 0000 00	200400000	O I COLIN E I CX	THORITIES OF THE OWN PARTY	00/20/1040	NO, OTEVENO COCKITI	1	000		110	CILVENO	T031S-R035W-036 E	
											T031S-R035W-036 E/NW	
											T031S-R035W-036 W/NW	
5026-5339-00	L034504000	ALBERT E FINCHAM ET UX	NORTHERN NATURAL GAS COMPANY	08/31/1938	KS, STEVENS COUNTY	9	195		KS	STEVENS	T033S-R035W-018 E/SW	3
					.,							4
5026-5340-00	L034505000	MYRTLE E MELVIN	NORTHERN NATURAL GAS COMPANY	07/29/1939	KS, STEVENS COUNTY	10	32		KS	STEVENS	T033S-R035W-018 SE	
5026-5341-00	L034506000	MARION L FINCHAM ET VIR	NORTHERN NATURAL GAS COMPANY	08/31/1938	KS, STEVENS COUNTY	9	193		KS	STEVENS	T033S-R035W-018 E/NW	1
												2
5026-5342-00	L034507000	BERT DUBOIS ET UX	INTERSTATE PRODUCTION COMPANY	08/18/1936	KS, STEVENS COUNTY	7	535		KS	STEVENS	T033S-R035W-018 NE	
5026-5343-00	L034508000	HELEN BROOKS HALL ET VIR	REPUBLIC NATURAL GAS COMPANY	03/24/1939	KS, STEVENS COUNTY	9	620		KS	STEVENS	T032S-R036W-026 NW	
5026-5344-01	L034509001	C H FLOWER ET UX	D D HARRINGTON	02/09/1944	KS, STEVENS COUNTY	12	569		KS	STEVENS	T033S-R036W-005 E/SW	
						13	485		KS	STEVENS		
5026-5344-02	L034509002	THE TEXAS COMPANY	NORTHERN NATURAL GAS COMPANY	11/30/1944	KS, STEVENS COUNTY	13	485		KS	STEVENS	T033S-R036W-005 E/SW	
5026-5345-00	L034510000	ELMER M OAK ET UX	REPUBLIC NATURAL GAS COMPANY	01/15/1943	KS, STEVENS COUNTY	12	23		KS	STEVENS	T033S-R036W-005 S/NE	1
												2
5026-5346-00	L034511000	ELIZABETH M WATKINS	NORTHERN NATURAL GAS COMPANY	10/28/1938	KS, STEVENS COUNTY	9	493		KS	STEVENS	T033S-R036W-005 SE	
5026-5347-00	L034512000	RICHARD BRUBAKER ET UX	T J WAGNER JR	09/23/1943	KS, STEVENS COUNTY	12	307		KS	STEVENS	T033S-R036W-005 W/SW	
											T033S-R036W-006 E/SE	
5026-5348-00	L034513000	RUTH G COCHENER ET VIR	JOE E DENHAM		KS, STEVENS COUNTY		149		KS	STEVENS	T033S-R036W-006 W/SE	
5026-5349-00	L034514000	ESTHER M JOHNSON ET VIR	NORTHERN NATURAL GAS COMPANY	01/02/1945	KS, SEWARD COUNTY	73	443		KS	SEWARD	T031S-R034W-019 E/NW	
											T031S-R034W-019 E/SW	1
												2
												3
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									_		T031S-R034W-030 E/NW	1
5000 5050 00	1.004545000	EDITUVADDD QUQUET AL	NORTHERN NATURAL CAR COMPANY	05/40/4044	I/O OF MADE OCURTY		50		140	0514/455	T0040 D004W 040 F	2
5026-5350-00	L034515000	EDITH YARBROUGH ET AL	NORTHERN NATURAL GAS COMPANY		KS, SEWARD COUNTY		59		KS	SEWARD	T031S-R034W-019 E	
5026-5351-00	L034516000	RUBY STATTON ET VIR	JOE E DENHAM		KS, STEVENS COUNTY		76		KS	STEVENS	T034S-R036W-002 NE	
5026-5352-00	L034517000	J W BISSITT ET UX	JOE E DENHAM		KS, STEVENS COUNTY		113		KS	STEVENS	T034S-R036W-002 NW	
5026-5357-00	L034518000 L034519000	O W HEGER ET UX S B LOVE	JOE E DENHAM		KS, STEVENS COUNTY KS, STEVENS COUNTY		73 149		KS KS	STEVENS STEVENS	T034S-R036W-001 SE T034S-R036W-001 SW	
5026-5358-00 L034519 5026-5359-00 L034520		HAZEL M NIX ET VIR	JOE E DENHAM WALTER KUHN		KS, STEVENS COUNTY		575		KS	STEVENS	T033S-R035W-030 W	
	L034320000	HAZEL WINIA ET VIK	WALTER ROHN	01/19/1939	No, oteveno counti	9	5/5		NO.	STEVENS	T033S-R036W-025 E	
5026-5360-00	L034521000	R HEGER ET UX	NORTHERN NATURAL GAS COMPANY	02/05/1020	KS, STEVENS COUNTY	0	611		KS	STEVENS	T033S-R036W-023 SE	
5026-5360-00 L0	L034321000	KTIEGERETOX	NORTHERN NATURAL GAS COMPANT	02/03/1939	KS, STEVENS COUNTY	14	79		KS	STEVENS	T033S-R036W-024 SW	
						1.7	13		110	OTEVENO	T033S-R036W-025 NW	
	1	<u> </u>					+		+	+	T033S-R036W-026 SE	
5026-5361-00	L034522000	O W HEGER ET UX	NORTHERN NATURAL GAS COMPANY	02/05/1939	KS, STEVENS COUNTY	9	609		KS	STEVENS	T033S-R036W-025 SW	
5026-5362-00	L034523000	JOHN FULKERSON ET AL	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	9	297		KS	STEVENS	T033S-R036W-036 NE	
5026-5363-00	L034524000	O W HEGER ET UX	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	14	77		KS	STEVENS	T033S-R036W-036 NW	
5026-5364-00	L034525000	R HEGER ET AL	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY		99		KS	STEVENS	T033S-R036W-036 SW	
5026-5365-01	L034526001	IRENE WRIGHT JONES	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY		161		KS	STEVENS	T033S-R036W-036 N/SE	
5026-5365-02	L034526002	GLADYS STOCKSTILL ET VIR	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	10	162		KS	STEVENS	T033S-R036W-036 N/SE	
5026-5366-01	L034527001	IRENE WRIGHT JONES	A C MOORHEAD		KS, STEVENS COUNTY	14	295		KS	STEVENS	T033S-R036W-036 S/SE	
						13	21		KS	STEVENS		
5026-5366-02	L034527002	ROY C STOFER ET UX	NORTHERN NATURAL GAS COMPANY	06/10/1946	KS, STEVENS COUNTY	14	295		KS	STEVENS	T033S-R036W-036 S/SE	

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

State of Kansas §

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County of Seward §

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

Additional Surface Owners

ROONEY, JUDITH R LE: ET AL BOX 250 SATANTA KS 67870

LAHEY, VANCE A TR 24341 ROAD B MOSCOW KS 67952