KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1364156

Form T-1 July 2014 Form must be Typed Form must be Signed All blanks must be Filled

REQ	UEST	FOR C	HANGE	OF OPE	ERATO)R
TRANSFER	OF II	NJECTI	ON OR S	SURFAC	E PIT	PERMIT

	ith the Kansas Surface Owner Notification Act, ted with this form.								
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:KS Dept of Revenue Lease No.:								
Gas Lease: No. of Gas Wells**									
Gas Gathering System:	Lease Name:								
Saltwater Disposal Well - Permit No.:									
Spot Location: feet from N / S Line	Sec Twp R E W								
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):								
Field Name: ** Side Two Must Be Completed.	Injection Zone(s):								
Surface Pit Permit No.:(API No. if Drill Pit, WO or Haul)	feet from N / S Line of Section								
(Art No. II Dhii Fit, WO of 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:								
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 a	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 a	above injection well(s) or pit permit.								
ic acknowledged as									
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 pit								
Permit No.: Recommended action:	permitted by No.:								
	Dete:								
Date: Authorized Signature	Date: Authorized Signature								
	PRODUCTION UIC								



Side Two Must Be Filed For All Wells

KDOR Lease No.: * Lease Name:			* Location:	* 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)					
		<i>Circle</i> 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							
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		FSL/FNL	FEL/FWL							
		FSL/FNL	FEL/FWL							
			FEL/FWL							
		FSL/FNL								
		FSL/FNL								

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.

	OMPLIANCE WITH THE Form must be Signed All blanks must be Filled
T-1 (Request for Change of Operator Transfer of Injection of	f Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); or Surface Pit Permit); and CP-1 (Well Plugging Application). mpanying Form KSONA-1 will be returned.
Select the corresponding form being filed: C-1 (Intent) CB-1 (C	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: Zip: + Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of 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: State: Zip:+	

KANSAS CORPORATION COMMISSION

OIL & GAS CONSERVATION DIVISION

1364156

Form KSONA-1 July 2014

Form Must Be Typed

Form must be Signed

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.

____ Signature of Operator or Agent: ____ Date:

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.

ABOSC- Stevens, KS



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 26th
day or (Lugg) A.D. 20 M
at 4:00 eclock P. M. and duly recorded in
Book 294 on page 148 Fee \$ 744.00
Register of Deeds
Register of Deeds
BOOK 294 Page 148

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

\$ \$ \$

THE STATE OF KANSAS

COUNTY OF STEVENS

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;

1

TRANSITION SERVICES AND SEPARATION AGREEMENT

TRANSITION SERVICES AND SEPARATION AGREEMENT THIS (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;

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			EXHIBIT									
			Leases									
	1		KANSAS AND OKI	LAHOMA	T		1				-	
					0111 01 11							
Legacy Number 5026-4812-00	Lease Number	Lessor FEDERAL LAND BANK OF WICHITA	Lessee A C MOORHEAD	Lease Date	State, County KS, STEVENS COUNTY	Book	Page 325	Registry	Kec S	STEVENS	y Description T035S-R037W-011 NW	Lot(s
5026-4813-01	L034045000	H C STURGEON ET UX	A C MOORHEAD		KS, STEVENS COUNTY	11	629		KS	STEVENS	T032S-R037W-027_NW	
5026-4813-02	L034046002	R O RENFREW ET UX	A C MOORHEAD		KS, STEVENS COUNTY	11	627		KS	STEVENS	T032S-R037W-027 NW	
5026-4814-01	L034047001	A L ROEHR ET UX	T J WAGNER JR		KS, STEVENS COUNTY	12	209		KS	STEVENS	T034S-R036W-034 E	
5026-4814-02	L034047002	CITIES SERVICE OIL COMPANY	REPUBLIC NATURAL GAS COMPANY	02/13/1947	KS, STEVENS COUNTY	14	489		KS	STEVENS	T034S-R036W-034 E	
5026-4815-01	L034048001	S O MILES ET UX	T J WAGNER JR	07/31/1943	KS, STEVENS COUNTY	12	215		KS	STEVENS	T034S-R038W-006 E/SW	6
												6
												7
												7
5026-4815-02	L034048002	E V BAKER ET UX	REPUBLIC NATURAL GAS COMPANY	11/23/1948	KS, STEVENS COUNTY	23	189		KS	STEVENS	T034S-R038W-006 E/SW	6
												6
							_			-		7
5000 1010 01	1.00.40.4000.4			05/00/46 10			507		1/0			7
5026-4816-01	L034049001	FLORA E LEE ET VIR	A C MOORHEAD	05/26/1943	KS, STEVENS COUNTY	11	587		KS	STEVENS	T035S-R037W-014 N/SE	1
	-								_		T035S-R037W-014 NE	2
											10355-R037W-014 NE	1
5026-4816-02	L034049002	THE TEXAS COMPANY	REPUBLIC NATURAL GAS COMPANY	02/22/10/5	KS. STEVENS COUNTY	13	185		KS	STEVENS	T035S-R037W-014 N/SE	<u>∠</u>
5020-4010-02	L034049002			02/22/1945	KS, STEVENS COUNT	15	105		NO	STEVENS	10555-1057 W-014 10/5E	
											T035S-R037W-014 NE	1
											10330-103711-014-112	2
5026-4817-00	L034050000	GERTRUDE M SHIRK	A C MOORHEAD	12/16/1942	KS, STEVENS COUNTY	11	493		KS	STEVENS	T033S-R037W-004 SE	
5026-4818-00	L034051000	KANSAS UNIVERSITY ENDOWMENT ASSOCIATION	A C MOORHEAD		KS, STEVENS COUNTY	11	328		KS	STEVENS	T034S-R036W-029 NE	
5026-4819-01	L034052001	B B DAY ET UX	T J WAGNER JR		KS, STEVENS COUNTY	12	233		KS	STEVENS	T034S-R037W-025 E	
5026-4820-00	L034053000	BESSIE J DYE ET VIR	A C MOORHEAD	04/15/1943	KS, MORTON COUNTY	9	372		KS	MORTON	T033S-R039W-031 SE	
5026-4821-00	L034054000	T J WAGNER JR ET UX	REPUBLIC NATURAL GAS COMPANY	10/12/1944	KS, STEVENS COUNTY	13	31	13636	KS	STEVENS	T034S-R037W-030 N	
5026-4822-00	L034055000	FRANK F ALLBRITTEN TRUSTEE	REPUBLIC NATURAL GAS COMPANY	11/06/1944	KS, STEVENS COUNTY	13	33		KS	STEVENS	T034S-R036W-006 S/NE	1
												2
												3
												4
											T034S-R036W-006 SE	1
												2
												3
						1.0				0751/51/0		4
5026-4823-00	L034056000	MAUD COLLINGWOOD	REPUBLIC NATURAL GAS COMPANY NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY KS, STEVENS COUNTY	13	71		KS KS	STEVENS STEVENS	T034S-R037W-033 W/SW T032S-R037W-001 S/NE	
5026-4824-00	L034057000	OLLIE B BROWER	NORTHERN NATURAL GAS COMPANY	02/21/1940	KS, STEVENS COUNTY	10	155		ĸS	STEVENS	1032S-R037W-001 S/NE	1
5026-4825-00	L034058000	OLLIE B BROWER	NORTHERN NATURAL GAS COMPANY	02/21/10/0	KS, STEVENS COUNTY	10	156		KS	STEVENS	T032S-R037W-001 S/NW	2
5020-4625-00	L034038000	OLLIE B BROWER	NOR THERN NATORAL GAS COMPANY	02/21/1940	KS, STEVENS COUNTY	10	150		N3	STEVENS	10323-R037W-001 3/NW	3
5026-4826-00	L034059000	OLLIE B BROWER	NORTHERN NATURAL GAS COMPANY	02/21/1940	KS, STEVENS COUNTY	10	157		KS	STEVENS	T032S-R037W-001 SE	
5026-4827-00	L034060000	FRED V WILSON ET UX	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	10	151		KS	STEVENS	T032S-R037W-001 SL	_
0020 1021 00	2004000000			52,14,1040			101			5121210	T032S-R037W-014 NE	
5026-4828-01	L034061001	G L FORWARD ET UX	REPUBLIC NATURAL GAS COMPANY	01/16/1945	KS, STEVENS COUNTY	13	205		KS	STEVENS	T032S-R037W-013 NE	
5026-4828-02	L034061002	FEDERAL LAND BANK OF WICHITA	REPUBLIC NATURAL GAS COMPANY		KS, STEVENS COUNTY	13	207		KS	STEVENS	T032S-R037W-013 NE	
5026-4829-00	L034062000	CHARLES W HILL	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	10	112		KS	STEVENS	T033S-R037W-003 NW	
5026-4830-00	L034063000	PLUMA F CURL	NORTHERN NATURAL GAS COMPANY	07/16/1940	KS, STEVENS COUNTY	10	180		KS	STEVENS	T032S-R037W-014 SW	
5026-4831-00	L034064000	FEDERAL LAND BANK OF WICHITA	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	10	186		KS	STEVENS	T032S-R037W-024 NW	
5026-4832-00	L034065000	IRMA T EBNOTHER ET VIR	NORTHERN NATURAL GAS COMPANY	09/12/1939	KS, STEVENS COUNTY	10	134		KS	STEVENS	T033S-R037W-023 NW	
5026-4833-01	L034066001	IRMA T EBNOTHER ET VIR	NORTHERN NATURAL GAS COMPANY	09/12/1939	KS, STEVENS COUNTY	10	135		KS	STEVENS	T032S-R037W-022 E/SE	
											T032S-R037W-022 W/SE	
											T032S-R037W-027 NE	

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

State of Kansas	§
	§
County of Stevens	§

THIS CONVEYANCE, ASSIGNMENT AND BILL OF SALE (this "<u>Conveyance</u>"), dated July 31, 2017 but effective as of 7:00 a.m. (Central Daylight Time) on May 1, 2017 (the "<u>Effective Time</u>"), 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 ("<u>Assignor</u>"), and Scout Energy Group III, LP, a Texas limited partnership having an address of 4901 LBJ Freeway, Suite 300, Dallas, Texas 75244 ("<u>Assignee</u>"). Assignor and Assignee are sometimes referred to herein individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>."

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 "<u>Oil and Gas Assets</u>"):

(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