



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:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- Gas Gathering System: _____
- Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from N / S Line
_____ feet from E / W Line
- Enhanced Recovery Project Permit No.: _____
Entire Project: Yes No
Number of Injection Wells _____ **

Field Name: _____

**** Side Two Must Be Completed.**

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

_____ Sec. _____ Twp. _____ R. _____ E W
Legal Description of Lease:

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from N / S Line of Section

_____ 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: _____

Title: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Oil / Gas Purchaser: _____

Title: _____

Date: _____

Signature: _____

Acknowledgment of Transfer: The above request for transfer of injection 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 above injection well(s) or pit permit.

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by

_____ is acknowledged as
the new operator of the above named lease containing the surface pit

Permit No.: _____ . Recommended action: _____

permitted by No.: _____ .

Date: _____
Authorized Signature

Date: _____
Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____



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: _____
Phone: (_____) _____ Fax: (_____) _____
Email Address: _____

Well Location:
____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. 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: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____

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.

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.

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 26th
day of August A.D. 20 14
at 4:00 o'clock P. M. and duly recorded in
Book 294 on page 148 Fee \$ 744.00
Uhea A Schmittke, Deputy
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;

TRANSITION SERVICES AND SEPARATION AGREEMENT

THIS TRANSITION SERVICES AND SEPARATION AGREEMENT (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;

EXHIBIT

Leases

KANSAS AND OKLAHOMA

Legacy Number	Lease Number	Lessor	Lessee	Lease Date	State, County	Book	Page	Registry	Rec St	Rec County	Description	Lot(s)
5026-3818-00	L033145000	AUBREY CARL MOYER ET UX	MAGNOLIA PETROLEUM COMPANY	08/02/1944	KS, GRANT COUNTY	7	153	K6322B	KS	GRANT	T027S-R037W-024 SW	
5026-3819-00	L033146000	EDWARD C FARK ET UX	MAGNOLIA PETROLEUM COMPANY	08/11/1944	KS, GRANT COUNTY	7	157	K3623B	KS	GRANT	T027S-R036W-007 E/NW	1
												2
5026-3820-00	L033147000	EDNA B PETRO ET VIR	MAGNOLIA PETROLEUM COMPANY	08/07/1944	KS, GRANT COUNTY	7	156	K37850	KS	GRANT	T027S-R036W-018 NE	
5026-3821-01	L033148001	ERNEST L WHITE ET AL	MAGNOLIA PETROLEUM COMPANY	08/26/1944	KS, KEARNY COUNTY	12	129		KS	KEARNY	T025S-R035W-027 S	
											T026S-R035W-004	1
												2
												5
												6
												8
5026-3822-00	L033149000	ISABEL WOODRUFF ET VIR	MAGNOLIA PETROLEUM COMPANY	08/04/1944	KS, GRANT COUNTY	7	158	K3954B	KS	GRANT	T027S-R036W-007 NE	
5026-3824-01	L033150001	J E WARD ET UX	MAGNOLIA PETROLEUM COMPANY	10/28/1944	KS, STEVENS COUNTY	13	65		KS	STEVENS	T031S-R035W-006 SW	
											T031S-R035W-007 N	
5026-3825-01	L033151001	EARL D DAVIS ET UX	MAGNOLIA PETROLEUM COMPANY	11/29/1944	KS, STEVENS COUNTY	13	61		KS	STEVENS	T031S-R035W-012 SE	
											T031S-R035W-012 SW	
5026-3825-02	L033151002	R M SHAW	MAGNOLIA PETROLEUM COMPANY	12/06/1944	KS, STEVENS COUNTY	13	63		KS	STEVENS	T031S-R035W-012 SW	
5026-3826-01	L033152001	JOHN ODEA ET UX	MAGNOLIA PETROLEUM COMPANY	11/24/1944	KS, STEVENS COUNTY	13	49		KS	STEVENS	T031S-R035W-009 SW	
5026-3827-00	L033153000	JAMES LAHEY	MAGNOLIA PETROLEUM COMPANY	12/12/1937	KS, GRANT COUNTY	4	89		KS	GRANT	T030S-R035W-034 S	
5026-3828-01	L033154001	JAMES LAHEY	MAGNOLIA PETROLEUM COMPANY	02/23/1938	KS, GRANT COUNTY	4	190		KS	GRANT	T030S-R035W-027 W/SE	
											T030S-R035W-034 NE/NE	
											T030S-R035W-034 SE/NW	
											T030S-R035W-034 W/NE	
5026-3828-02	L033154002	R M SHAW ET UX	MAGNOLIA PETROLEUM COMPANY	02/23/1938	KS, GRANT COUNTY	8	106		KS	GRANT	T030S-R035W-034 SE/NE	
5026-3828-03	L033154003	C H BILBERY ET AL	MAGNOLIA PETROLEUM COMPANY	04/09/1946	KS, GRANT COUNTY	10	32		KS	GRANT	T030S-R035W-034 SE/NE	
5026-3828-04	L033154004	OLIVER E BELL	MAGNOLIA PETROLEUM COMPANY	04/09/1946	KS, GRANT COUNTY	10	33		KS	GRANT	T030S-R035W-034 SE/NE	
5026-3828-05	L033154005	FRANK DIFFLEY ET UX	MAGNOLIA PETROLEUM COMPANY	04/09/1946	KS, GRANT COUNTY	10	34		KS	GRANT	T030S-R035W-034 SE/NE	
5026-3828-06	L033154006	WADE HAMPTON ET AL	MAGNOLIA PETROLEUM COMPANY	04/10/1946	KS, GRANT COUNTY	10	35		KS	GRANT	T030S-R035W-034 SE/NE	
5026-3828-07	L033154007	JAMES F LAHEY ET UX	MAGNOLIA PETROLEUM COMPANY	04/09/1946	KS, GRANT COUNTY	10	36		KS	GRANT	T030S-R035W-034 SE/NE	
5026-3828-08	L033154008	ESTATE OF VIOLET ROWLAND	MAGNOLIA PETROLEUM COMPANY	04/10/1946	KS, GRANT COUNTY	10	37		KS	GRANT	T030S-R035W-034 SE/NE	
5026-3829-01	L033155001	C H BILBERY ET AL	MAGNOLIA PETROLEUM COMPANY	04/12/1946	KS, STEVENS COUNTY	14	529		KS	STEVENS	T031S-R035W-005 S/NW	3
												4
5026-3829-02	L033155002	OLIVER BELL	MAGNOLIA PETROLEUM COMPANY	04/09/1946	KS, STEVENS COUNTY	14	547		KS	STEVENS	T031S-R035W-005 S/NW	3
												4
5026-3829-03	L033155003	FRANK DIFFLEY ET UX	MAGNOLIA PETROLEUM COMPANY	04/09/1946	KS, STEVENS COUNTY	14	543		KS	STEVENS	T031S-R035W-005 S/NW	3
												4
5026-3829-04	L033155004	WADE HAMPTON ET AL	MAGNOLIA PETROLEUM COMPANY	04/10/1946	KS, STEVENS COUNTY	14	545		KS	STEVENS	T031S-R035W-005 S/NW	3
												4
5026-3829-05	L033155005	JAMES LAHEY ET UX	MAGNOLIA PETROLEUM COMPANY	04/09/1946	KS, STEVENS COUNTY	14	549		KS	STEVENS	T031S-R035W-005 S/NW	3
												4
5026-3829-06	L033155006	VIOLET ROWLAND ESTATE	MAGNOLIA PETROLEUM COMPANY	04/10/1946	KS, STEVENS COUNTY	14	551		KS	STEVENS	T031S-R035W-005 S/NW	3
												4
5026-3830-01	L033156001	EDNA BILBERY ET VIR	MAGNOLIA PETROLEUM COMPANY	01/23/1945	KS, STEVENS COUNTY	13	152		KS	STEVENS	T031S-R035W-005 S/NE	1
												2
5026-3831-01	L033157001	S O WILSON (MRS) ET AL	MAGNOLIA PETROLEUM COMPANY	11/06/1937	KS, STEVENS COUNTY	8	509		KS	STEVENS	T031S-R036W-036	
5026-3831-02	L033157002	M C WILSON ET AL	MAGNOLIA PETROLEUM COMPANY	11/28/1937	KS, STEVENS COUNTY	8	517		KS	STEVENS	T031S-R036W-036	
5026-3832-01	L033158001	CHARLIE ROBERT BASLER	MAGNOLIA PETROLEUM COMPANY	04/09/1945	KS, GRANT COUNTY	8	62		KS	GRANT	T027S-R037W-023 NE	
5026-3833-00	L033159000	JENNIE BARKER	MAGNOLIA PETROLEUM COMPANY	05/05/1945	KS, FINNEY COUNTY	15	35		KS	FINNEY	T026S-R033W-029 NW	
5026-3834-00	L033160000	H O STOCKWELL ET AL	MAGNOLIA PETROLEUM COMPANY	10/20/1944	KS, FINNEY COUNTY	14	365		KS	FINNEY	T026S-R034W-025 SE	
5026-3835-00	L033161000	MABEL C ADAMS	MAGNOLIA PETROLEUM COMPANY	08/24/1944	KS, FINNEY COUNTY	14	204		KS	FINNEY	T026S-R033W-031 SE/SW	4
5026-3836-00	L033162000	JENNIE BARKER	MAGNOLIA PETROLEUM COMPANY	05/05/1945	KS, FINNEY COUNTY	15	44		KS	FINNEY	T026S-R034W-035 SE	
5026-3837-00	L033163000	JENNIE BARKER	MAGNOLIA PETROLEUM COMPANY	05/05/1945	KS, FINNEY COUNTY	15	45		KS	FINNEY	T026S-R034W-026 SW	

EXHIBIT												
Leases												
KANSAS AND OKLAHOMA												
Legacy Number	Lease Number	Lessor	Lessee	Lease Date	State, County	Book	Page	Registry	Rec St	Rec County	Description	Lot(s)
5026-3864-00	L033186000	JOHN Q ADAMS ET UX	MAGNOLIA PETROLEUM COMPANY	08/23/1944	KS, FINNEY COUNTY	14	211	K7670	KS	FINNEY	T026S-R033W-031 E	4
											T026S-R033W-031 NE/SW	3
											T026S-R033W-031 NW	3
5026-3865-00	L033187000	JOHN Q ADAMS ET UX	MAGNOLIA PETROLEUM COMPANY	08/23/1944	KS, FINNEY COUNTY	14	212	K7671	KS	FINNEY	T026S-R034W-036	
5026-3867-01	L033188001	R M SHAW ET UX	A C MOORHEAD	05/28/1943	KS, GRANT COUNTY	6	260	K7772	KS	GRANT	T029S-R036W-027 NE	
5026-3867-02	L033188002	O O STRICKLING	MAGNOLIA PETROLEUM COMPANY	10/25/1945	KS, GRANT COUNTY	8	144	K7772B	KS	GRANT	T029S-R036W-027 NE	
5026-3868-00	L033189000	GUY FAIRCHILD ET UX	A C MOORHEAD	12/24/1942	KS, GRANT COUNTY	6	172		KS	GRANT	T030S-R036W-036 E/SW	
											T030S-R036W-036 W/SE	
5026-3869-00	L033190000	LEO F SMITH ET UX	A C MOORHEAD	12/24/1942	KS, GRANT COUNTY	6	171		KS	GRANT	T030S-R036W-036 E/SE	
5026-3870-00	L033191000	HARLEY F BROWN ET UX	A C MOORHEAD	10/29/1942	KS, STEVENS COUNTY	11	447		KS	STEVENS	T031S-R035W-001 SW	
5026-3871-00	L033192000	CALVIN BOROUGHS ET UX	A C MOORHEAD	10/19/1942	KS, STEVENS COUNTY	11	445		KS	STEVENS	T031S-R035W-003 NE	
5026-3872-00	L033193000	MAMIE L HOGAN ET AL	A C MOORHEAD	11/16/1942	KS, STEVENS COUNTY	11	509		KS	STEVENS	T031S-R035W-005 SE	
5026-3873-00	L033194000	CLARA BELL	A C MOORHEAD	10/09/1942	KS, STEVENS COUNTY	11	291		KS	STEVENS	T031S-R035W-006 SE	
											T031S-R035W-007 SE	
5026-3874-01	L033195001	JOHN E SLEMP ET UX	A C MOORHEAD	11/30/1942	KS, STEVENS COUNTY	11	466		KS	STEVENS	T031S-R035W-006 S/NE	1
												2
5026-3874-02	L033195002	D C SULLIVAN	MAGNOLIA PETROLEUM COMPANY	08/04/1945	KS, STEVENS COUNTY	13	541		KS	STEVENS	T031S-R035W-006	2
5026-3874-03	L033195003	BETTY JEAN BLAIR	D B JONES	01/04/1979	KS, STEVENS COUNTY	84	497		KS	STEVENS	T031S-R035W-006 SE/NE	1
5026-3875-00	L033196000	CLARA BELL	A C MOORHEAD	10/09/1942	KS, STEVENS COUNTY	11	290		KS	STEVENS	T031S-R035W-006 SE/NW	3
												4
												5
5026-3876-00	L033197000	JOHN ODEA ET UX	A C MOORHEAD	12/05/1942	KS, STEVENS COUNTY	11	321		KS	STEVENS	T031S-R035W-008 E/NE	
5026-3877-00	L033198000	JOHN ODEA ET UX	A C MOORHEAD	10/29/1942	KS, STEVENS COUNTY	11	450		KS	STEVENS	T031S-R035W-008 W/NW	
5026-3878-00	L033199000	LE ROY LAMBERT ET AL	A C MOORHEAD	12/07/1942	KS, STEVENS COUNTY	11	481		KS	STEVENS	T031S-R035W-010 NE	
5026-3879-01	L033200001	EARL D DAVIS ET UX	A C MOORHEAD	11/09/1942	KS, STEVENS COUNTY	11	295		KS	STEVENS	T031S-R035W-013 N/SE	
											T031S-R035W-013 S/SE	
5026-3879-02	L033200002	ALBERTA JESTER ET AL	MAGNOLIA PETROLEUM COMPANY	11/18/1946	KS, STEVENS COUNTY	14	477		KS	STEVENS	T031S-R035W-013 N/SE	
5026-3880-00	L033201000	H E SHULER ET UX	A C MOORHEAD	10/09/1942	KS, STEVENS COUNTY	11	293		KS	STEVENS	T031S-R035W-016 S	
5026-3881-00	L033202000	MARY E MURPHY ET AL	A C MOORHEAD	10/09/1942	KS, STEVENS COUNTY	11	451		KS	STEVENS	T031S-R035W-016 NE	
5026-3882-00	L033203000	HAROLD CADMAN	A C MOORHEAD	10/09/1942	KS, STEVENS COUNTY	11	294		KS	STEVENS	T031S-R035W-016 NW	
											T031S-R035W-017 NE	
5026-3883-00	L033204000	DOROTHY DAVIS LAHMAN ET AL	MAGNOLIA PETROLEUM COMPANY	08/29/1946	KS, STEVENS COUNTY	14	425		KS	STEVENS	T031S-R035W-017 NW	
5026-3884-00	L033205000	O G HINSHAW ET UX	A C MOORHEAD	10/09/1942	KS, STEVENS COUNTY	11	464		KS	STEVENS	T031S-R035W-018 E	
5026-3885-00	L033206000	J E WARD ET AL	A C MOORHEAD	11/07/1942	KS, STEVENS COUNTY	11	296		KS	STEVENS	T031S-R035W-018 E/NW	1
												2
5026-3886-00	L033207000	SARAH H COOK	A C MOORHEAD	11/10/1942	KS, STEVENS COUNTY	11	467		KS	STEVENS	T031S-R035W-018 SW	
5026-3887-00	L033208000	RALPH LOWE ET UX	A C MOORHEAD	10/09/1942	KS, STEVENS COUNTY	11	448		KS	STEVENS	T031S-R035W-019 W	
5026-3888-00	L033209000	W C GRANDSTAFF ET UX	A C MOORHEAD	12/22/1942	KS, GRANT COUNTY	6	174		KS	GRANT	T029S-R036W-034 SE	
5026-3889-00	L033210000	RUELLA POTTS	A C MOORHEAD	11/05/1942	KS, STEVENS COUNTY	11	292		KS	STEVENS	T031S-R035W-013 NE	
5026-3890-00	L033211000	I N SHRIVER	A C MOORHEAD	10/10/1942	KS, STEVENS COUNTY	11	449		KS	STEVENS	T031S-R035W-020 SW	
5026-3891-00	L033212000	KATHARINE ROACH JACKSON ET AL	A C MOORHEAD	10/19/1942	KS, STEVENS COUNTY	11	446		KS	STEVENS	T031S-R035W-005 SW	
5026-3892-00	L033213000	THOMAS W PIERCE ESTATE	D D HARRINGTON	11/20/1944	KS, STEVENS COUNTY	13	57		KS	STEVENS	T031S-R035W-008 E/NW	
											T031S-R035W-008 W/NE	
5026-3893-01	L033214001	CLARA BELL	MAGNOLIA PETROLEUM COMPANY	11/24/1944	KS, STEVENS COUNTY	13	55		KS	STEVENS	T031S-R035W-008 SW	
5026-3894-00	L033215000	MINNIE F BROWN ET VIR	NORTHERN NATURAL GAS COMPANY	09/03/1938	KS, STEVENS COUNTY	9	153		KS	STEVENS	T031S-R035W-014 SW	
5026-3895-00	L033216000	ILLINOIS BANKERS LIFE ASSURANCE CO	NORTHERN NATURAL GAS COMPANY	10/21/1938	KS, STEVENS COUNTY	9	525		KS	STEVENS	T031S-R035W-003 SW	
5026-3896-00	L033217000	MARGARET JORDAN ET AL	NORTHERN NATURAL GAS COMPANY	08/17/1938	KS, STEVENS COUNTY	9	173		KS	STEVENS	T031S-R035W-010 S	
5026-3897-00	L033218000	S M SUDDARTH ET UX	NORTHERN NATURAL GAS COMPANY	08/22/1938	KS, STEVENS COUNTY	9	345		KS	STEVENS	T031S-R035W-003 SE	
5026-3898-00	L033219000	WILLIAM MAST ET UX	NORTHERN NATURAL GAS COMPANY	08/20/1938	KS, STEVENS COUNTY	9	337		KS	STEVENS	T031S-R036W-035 NW	
5026-3899-00	L033220000	O G HINSHAW ET UX	NORTHERN NATURAL GAS COMPANY	02/24/1939	KS, STEVENS COUNTY	9	353		KS	STEVENS	T031S-R035W-017 SW	

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. Conveyance. 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 Exhibit A 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 Exhibit A, 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

August 1st, 2017

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

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