

### 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:	Lease Name:
Saltwater Disposal Well - Permit No.:	
Spot Location: feet from N / feet from E / E /	Legal Description of Lease.
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells **	Production Zone(s):
Field Name:	
** Side Two Must Be Completed.	Injection Zone(s):
Surface Pit Permit No.:	feet from N / S Line of Section  feet from E / W Line of Section  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:
Title:	Signature:
	sfer of injection authorization, surface pit permit # has been sas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation p interest in the above injection well(s) or pit permit.
is ack	nowledged as is acknowledged as
the new operator and may continue to inject fluids as a	authorized by the new operator of the above named lease containing the surface pit
Permit No.: Recommended action:	permitted by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC



1265271

#### 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)		
		Circle FSL/FNL	Circle FEL/FWL		-		
		FSL/FNL	FEL/FWL		_		
		FSL/FNL	FEL/FWL				
		FSL/FNL	FEL/FWL				
		FSL/FNL	FEL/FWL				
		FSL/FNL	FEL/FWL				
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		FSL/FNL			_		

A separate sheet may be attached if necessary

<sup>\*</sup> When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.



### KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1365271

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	I (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #  Name:  Address 1:  Address 2:  City: State: Zip:+	SecTwpS. R East West County: Lease Name: Well #:
Contact Person:	
Surface Owner Information:         Name:	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, ta	nodic Protection Borehole Intent), you must supply the surface owners and ink 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 clocated: 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 e 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	ng fee with this form. If the fee is not received with this form, the KSONA-1P-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 COUNTY OF STEVENS This instrument was filed for record on the Joth day of August A.D. 20 14 at 4:00 e'clock P. M. and duly recorded in Book 294 on page 148 Fee \$ 744.00 Thea A Schnittles Reputy Register of Deeds

BOOK 294

### ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THE STATE OF KANSAS

**COUNTY OF STEVENS** 

888

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;

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			EXI	HIBIT							
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Legacy Number 5026-4757-00	Lease Number	Lessor EDWARD SCOTT RAYDURE ET AL	Lessee REPUBLIC NATURAL GAS COMPANY	Lease Date	KS, STEVENS COUNTY	Book	Page 597	Registry	Rec St Rec Count KS STEVENS	y Description T035S-R037W-005	Lot(s
5026-4758-00	L033990000	C S CARPENTER ET UX	M J KENNEDY		KS, STEVENS COUNTY	12	267		KS STEVENS	T032S-R037W-005	
5026-4759-00	L033991000	C S CARPENTER ET UX	M J KENNEDY		KS. STEVENS COUNTY	12	265		KS STEVENS	T032S-R037W-011 SW	
5026-4760-00	L033993000	EVA THOMPSON ET AL	REPUBLIC NATURAL GAS COMPANY		KS, MORTON COUNTY	OG10	303		KS MORTON	T034S-R039W-007 SE	-
0020 4700 00	200000000	EVA THOMI CONETAL	REF OBEIOTATIONAL ONG OCIMITATI	04/01/1040	Ito, MORTOR COURT	0010	000		INO IMORTOR	T034S-R039W-018 NE	
5026-4761-00	L033994000	MARY E BORELLI ET VIR	M J KENNEDY	08/09/1943	KS, STEVENS COUNTY	12	253		KS STEVENS	T034S-R036W-010 N/NW	
5026-4762-01	L033995001	B B RICKART ET AL	REPUBLIC NATURAL GAS COMPANY		KS, MORTON COUNTY	10	515		KS MORTON	T035S-R039W-005 NW	
5026-4762-02	L033995002	FEDERAL FARM MORTGAGE CORPORATION	REPUBLIC NATURAL GAS COMPANY		KS, MORTON COUNTY	10	517		KS MORTON	T035S-R039W-005 NW	
5026-4763-00	L033996000	LAURA CLAGGETT ET AL	REPUBLIC NATURAL GAS COMPANY		KS, STEVENS COUNTY	12	257		KS STEVENS	T035S-R037W-016 N	
5026-4764-00	L033997000	JOHN W JENNER ET UX	REPUBLIC NATURAL GAS COMPANY		KS, STEVENS COUNTY	12	301		KS STEVENS	T034S-R039W-011 NE	
5026-4765-00	L033998000	ELMO LODGE OF PERFECTION	REPUBLIC NATURAL GAS COMPANY		KS, STEVENS COUNTY	12	353		KS STEVENS	T034S-R036W-004	
5026-4766-00	L033999000	ELMO LODGE OF PERFECTION	REPUBLIC NATURAL GAS COMPANY		KS, STEVENS COUNTY	12	355		KS STEVENS	T033S-R037W-023 NE	
5026-4767-01	L034000001	ELMO LODGE OF PERFECTION	REPUBLIC NATURAL GAS COMPANY		KS, MORTON COUNTY	11	220		KS MORTON	T034S-R041W-003 NW	
										T034S-R041W-003 SW	
5026-4768-00	L034001000	CAROLINE S CHRISTOPHER ET AL	REPUBLIC NATURAL GAS COMPANY	06/01/1943	KS, STEVENS COUNTY	12	377		KS STEVENS	T033S-R039W-012 N	
										T033S-R039W-012 SW	
5026-4769-00	L034002000	ELIJAH D THOMPSON ET UX	REPUBLIC NATURAL GAS COMPANY	11/01/1943	KS, MORTON COUNTY	11	173		KS MORTON	T034S-R039W-030 NE/SW	3
					,						4
										T034S-R039W-030 SE/SW	3
											4
5026-4770-00	L034003000	LEE VEECH ET UX	REPUBLIC NATURAL GAS COMPANY	11/01/1943	KS, MORTON COUNTY	11	172		KS MORTON	T034S-R039W-005 W/NW	
5026-4771-00	L034004000	THOMAS S MILLER ET AL	REPUBLIC NATURAL GAS COMPANY		KS, MORTON COUNTY	11	175		KS MORTON	T034S-R039W-017 NE	
5026-4772-00	L034005000	J C YOUNG ET UX	REPUBLIC NATURAL GAS COMPANY	11/09/1943	KS, MORTON COUNTY	OG 11	174		KS MORRIS	T034S-R039W-017 E/SW	
					·					T034S-R039W-017 W/SE	
5026-4773-01	L034006001	W A WARD ET UX	REPUBLIC NATURAL GAS COMPANY	11/26/1943	KS, MORTON COUNTY	11	170		KS MORTON	T033S-R039W-009 W	
5026-4774-00	L034007000	A O MANGELS ET UX	REPUBLIC NATURAL GAS COMPANY	11/26/1943	KS, MORTON COUNTY	11	168		KS MORTON	T033S-R039W-004 S/NE	1
											2
5026-4775-00	L034008000	LILLY MYRTLE ERTZ ET AL	REPUBLIC NATURAL GAS COMPANY	11/12/1943	KS, STEVENS COUNTY	13	183		KS STEVENS	T034S-R038W-010 NE	
5026-4776-00	L034009000	FRANK H HULL ET UX	REPUBLIC NATURAL GAS COMPANY	12/01/1943	KS, MORTON COUNTY	11	171		KS MORTON	T032S-R039W-033 NE	
5026-4777-00	L034010000	CLARENCE W BRECHEISEN ET UX	REPUBLIC NATURAL GAS COMPANY	12/08/1943	KS, STEVENS COUNTY	12	553		KS STEVENS	T033S-R038W-034 NE	
5026-4778-00	L034011000	CLARENCE A PARKER ET UX	REPUBLIC NATURAL GAS COMPANY	01/10/1944	KS, MORTON COUNTY	11	167		KS MORTON	T034S-R039W-019 SE	
5026-4779-00	L034012000	J A SCHOWALTER	NORTHERN NATURAL GAS COMPANY	03/15/1940	KS, STEVENS COUNTY	10	158		KS STEVENS	T034S-R037W-001 SE	
5026-4780-01	L034013001	LENNA B CARLILE ET VIR	NORTHERN NATURAL GAS COMPANY	10/19/1939	KS, STEVENS COUNTY	10	132		KS STEVENS	T034S-R036W-023 N/SW	
										T034S-R036W-023 NW	
5026-4780-02	L034013002	STACY E GREEN ET UX	NORTHERN NATURAL GAS COMPANY	10/19/1939	KS, STEVENS COUNTY	10	131		KS STEVENS	T034S-R036W-023 N/SW	
										T034S-R036W-023 NW	
5026-4781-00	L034014000	MAE S SUMMERS ET AL	NORTHERN NATURAL GAS COMPANY	11/27/1942	KS, STEVENS COUNTY	11	347		KS STEVENS	T033S-R036W-006 NW	
5026-4782-00	L034015000	JOSEPHINE H HARRISON	NORTHERN NATURAL GAS COMPANY	02/07/1940	KS, STEVENS COUNTY	10	144		KS STEVENS	T034S-R037W-001 S/NW	3
											4
5026-4783-00	L034016000	JOSEPHINE H HARRISON	NORTHERN NATURAL GAS COMPANY	02/07/1940	KS, STEVENS COUNTY	10	143		KS STEVENS	T034S-R037W-001 NE	
5026-4784-00	L034017000	GEORGE E H JOHNSON ET UX	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	10	150	· · · · · · · · · · · · · · · · · · ·	KS STEVENS	T034S-R037W-001 SW	
5026-4785-00	L034018000	KNIGHT BROWN	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	10	159		KS STEVENS	T033S-R036W-009 SW	
5026-4786-00	L034019000	TROY SKINNER ET UX	REPUBLIC NATURAL GAS COMPANY		KS, STEVENS COUNTY	13	67		KS STEVENS	T033S-R036W-027 SE	
5026-4787-00	L034020000	TROY SKINNER ET UX	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	10	177		KS STEVENS	T033S-R036W-027 SW	
5026-4788-00	L034021000	ROY L FLEMING ET UX	NORTHERN NATURAL GAS COMPANY	10/19/1939	KS, STEVENS COUNTY	10	117		KS STEVENS	T034S-R036W-014 S/NW	
						1				T034S-R036W-014 SW	
5026-4789-00	L034022000	FRANCIS J RAY ET AL	NORTHERN NATURAL GAS COMPANY	08/15/1938	KS, STEVENS COUNTY	9	251		KS STEVENS	T035S-R036W-017 N/SE	1
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#### 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. <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