

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.
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 Ha Type of Pit: Emergency Burn	feet from N / S Line of Section feet from E / W Line of Section 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:
Title:	
	ransfer of injection authorization, surface pit permit # has beer cansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation rship interest in the above injection well(s) or pit permit.
is a	acknowledged as is acknowledged as
the new operator and may continue to inject fluids a	as authorized by the new operator of the above named lease containing the surface pi
Permit No.: Recommended action:	permitted by No.:
Date:	
Authorized Signature	
DISTRICT EPR	PRODUCTION UIC



1365794

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				
		FSL/FNL	FEL/FWL				
		FSL/FNL	FEL/FWL				
			FEL/FWL				
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		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	(Cathodic Protection Borehole Intent)
OPERATOR: License #	Well Location:
Name:	
Address 1:	
Address 2:	·
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:	and the second testing and the second section and the second section as a section as
City: State: Zip:+	
the KCC with a plat showing the predicted locations of lease roads, ta are preliminary non-binding estimates. The locations may be entered	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 clocated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form to 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 ss 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 CI	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;

			EXHIB	BIT								
	Leases											
	KANSAS AND OKLAHOMA											
Legacy Number	Lease Number	Lessor	Lessee	Lease Date		Book	Page	Registry		St Rec County		Lot(s)
5026-5600-03	L034761003	EMMANUEL ROSENTHAL ET AL	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	11	173		KS	STEVENS	T032S-R036W-030 S/SE	
5026-5601-00	L034762000	BURTON D MANN ET UX	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	10	168		KS	STEVENS	T033S-R036W-001 SE	
5026-5602-00	L034763000	BURTON D MANN ET UX	NORTHERN NATURAL GAS COMPANY	03/10/1940	KS, STEVENS COUNTY	10	169		KS	STEVENS	T033S-R036W-001 S/NE	1
				22/12/12/12	1/0 0TEV/ENIO 001 INTEV					0751/51/0		2
5026-5603-00	L034764000	BURTON D MANN ET AL	NORTHERN NATURAL GAS COMPANY	03/10/1940	KS, STEVENS COUNTY	10	167)	KS	STEVENS	T033S-R036W-001 S/NW	3
5000 5004 00	1.004705000	IDAMOFOOLED ET VID	NORTHERN MATHEMA CAR COMPANY	00/40/4000	I/O OTENENIO COLINITY		450		140	OTEVENIO	TOOLO DOOON OOL ON	4
5026-5604-00	L034765000	IDA M SESSLER ET VIR	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	9	159		KS	STEVENS	T033S-R036W-001 SW	
5026-5605-00	L034766000	FRED SWISHER ET AL	REPUBLIC NATURAL GAS COMPANY		KS, STEVENS COUNTY	9	65		KS	STEVENS	T033S-R037W-012 NE	
5026-5606-00	L034767000	N J MADDEN ET UX	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	10	136		KS	STEVENS	T033S-R037W-012 NW	
5026-5607-00	L034768000	N J MADDEN ET UX	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	10	121		KS	STEVENS	T033S-R037W-001 SW	
5026-5608-00	L034769000	FRED SWISHER ET AL	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	70	407 475		KS	STEVENS	T033S-R037W-001 SE	
5026-5609-00	L034770000	MARY J PEARCE ET VIR	MISSOURI VALLEY GAS CORPORATION		KS, STEVENS COUNTY	/			KS	STEVENS	T032S-R037W-026 W	
5026-5610-00	L034771000 L034772000	ESTELLA PERRILL ET VIR	REPUBLIC NATURAL GAS COMPANY		KS, STEVENS COUNTY	10	455 105		KS KS	STEVENS STEVENS	T032S-R037W-035 NE T032S-R037W-035 NW	
5026-5611-00	L034772000 L034773001	KANSAS CITY LIFE INSURANCE COMPANY	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	10			KS			
5026-5612-01		AILEEN K O'ROURKE ET VIR	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	11	33		N5	STEVENS	T032S-R037W-026 SE	
5026-5612-02	L034773002	CITIES SERVICE OIL COMPANY	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	11	007		140	CTEVENO	T032S-R037W-026 SE	
5026-5612-03	L034773003	FOSTER PETROLEUM CORPORATION	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	1	267		KS	STEVENS	T032S-R037W-026 SE	
5026-5613-00	L034774000	BURTON D MANN ET UX	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	12 12	335		KS	STEVENS	T033S-R035W-006 SE	0
5026-5614-00	L034775000	BURTON D MANN ET UX	NORTHERN NATURAL GAS COMPANY	03/26/1943	KS, STEVENS COUNTY	12	34		KS	STEVENS	T033S-R035W-006 E/SW	7
5026-5615-00	L034776000	FRANK M MANN ET UX	NORTHERN NATURAL GAS COMPANY	04/17/1042	KS, STEVENS COUNTY	12	44		KS	STEVENS	T033S-R035W-006 S/NE	1
3020-3013-00	L034770000	FRANK W WANNET OX	NORTHERN NATURAL GAS COMPANT	04/17/1943	RS, STEVENS COUNTY	12	44		No	STEVENS	10333-R033W-006 3/NE	3
5026-5616-00	L034777000	KANSAS CITY LIFE INSURANCE COMPANY	NORTHERN NATURAL GAS COMPANY	00/06/1038	KS, STEVENS COUNTY	0	179		KS	STEVENS	T033S-R035W-006 SE/NW	3
3020-3010-00	L034777000	INANSAS CITT EILE INSONANCE COMPANT	NORTHERN NATORAL GAS COMPANT	09/00/1930	KS, STEVENS COOKIT	3	17.5		NO	STEVENS	10333-1033W-000 3E/NW	4
												5
5026-5617-00	L034778000	BURTON D MANN ET UX	NORTHERN NATURAL GAS COMPANY	07/20/10/13	KS, STEVENS COUNTY	12	339		KS	STEVENS	T033S-R035W-007 E/NW	1
0020 0017 00	2004770000	DON'TON'D NOW WITH ET OX	NORTHER TOTAL ONE COMPANY	01720/10-10	10,01212100001111	12	000		110	OTEVENO	TOOCO TROOM OUT ENTRY	2
5026-5618-00	L034779000	BURTON D MANN ET UX	NORTHERN NATURAL GAS COMPANY	07/29/1943	KS, STEVENS COUNTY	12	337		KS	STEVENS	T033S-R035W-007 E/SW	3
0020 0010 00	2004770000	BORTOR B NATURE 1 OX	HORTHERITATIONAL ONE COMPANY	01720/1040	NO, OTEVENO COCIVIT	12	007		1.0	OTEVENO	TOOCO TROOM OUT EFOR	4
5026-5619-00	L034780000	FRANK M MANN ET UX	NORTHERN NATURAL GAS COMPANY	08/07/1943	KS, STEVENS COUNTY	12	291		KS	STEVENS	T033S-R035W-007 SE	· ·
5026-5620-01	L034781001	J M RIDDLE ET UX	ALF M LANDON AND D E ACKERS		KS, STEVENS COUNTY	13	189		KS	STEVENS	T033S-R035W-007 NE	
5026-5620-02	L034781002	LAURA A MILLER	ALF M LANDON & D E ACKERS		KS, STEVENS COUNTY	13	197		KS	STEVENS	T033S-R035W-007 NE	
5026-5620-03	L034781003	J H HILT ET UX	ALF M LANDON AND D E ACKERS		KS, STEVENS COUNTY	13	191		KS	STEVENS	T033S-R035W-007 NE	
5026-5620-04	L034781004	HARRY W HAYNES ET UX	ALF M LANDON AND D E ACKERS		KS, STEVENS COUNTY	13	195		KS	STEVENS	T033S-R035W-007 NE	
5026-5620-05	L034781005	GILBERT WOOD ET UX	ALF M LANDON AND D E ACKERS		KS, STEVENS COUNTY	13	193		KS	STEVENS	T033S-R035W-007 NE	
5026-5621-00	L034782000	LEWIS CUNNINGHAM	NORTHERN NATURAL GAS COMPANY		KS, SEWARD COUNTY	69	51		KS	SEWARD	T031S-R034W-031 NW	
5026-5622-00	L034783000	ESTELLA TURNER (MRS)	NORTHERN NATURAL GAS COMPANY		KS, SEWARD COUNTY	75	168		KS	SEWARD	T031S-R034W-031 SW	
5026-5623-00	L034784000	T R CAUTHERS ET UX	NORTHERN NATURAL GAS COMPANY		KS. SEWARD COUNTY	69	53		KS	SEWARD	T031S-R034W-031 SE	
5026-5624-00	L034785000	F D STRICKLER ET UX	CITIES SERVICE OIL COMPANY	03/02/1943	KS, SEWARD COUNTY	47	529		KS	SEWARD	T031S-R034W-031 NE	
5026-5625-00	L034786000	ROY CRAWFORD ET UX	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	14	55		KS	STEVENS	T033S-R035W-005 SW	
5026-5626-00	L034787000	BURTON D MANN ET UX	NORTHERN NATURAL GAS COMPANY	01/23/1945	KS, STEVENS COUNTY	13	529		KS	STEVENS	T033S-R035W-005 S/NW	3
					,							4
5026-5627-00	L034788000	A O MURRAY ET UX	NORTHERN NATURAL GAS COMPANY	01/01/1939	KS, STEVENS COUNTY	10	7		KS	STEVENS	T033S-R035W-010 SW	
5026-5628-00	L034789000	RHODA V SMITH ET AL	INTERSTATE PRODUCTION COMPANY	08/22/1936	KS, STEVENS COUNTY	7	574		KS	STEVENS	T033S-R035W-009 NE	
											T033S-R035W-010 NW	
5026-5629-00	L034790000	GOLDIE B DUBOIS ET AL	INTERSTATE PRODUCTION COMPANY	08/18/1936	KS, STEVENS COUNTY	7	552		KS	STEVENS	T033S-R035W-010 SE	
5026-5630-01	L034791001	CHESTER BLACK ET UX	T J WAGNER JR	09/11/1943	KS, STEVENS COUNTY	12	305		KS	STEVENS	T033S-R035W-010 NE	
5026-5630-02	L034791002	CITIES SERVICE OIL COMPANY	T J WAGNER JR	08/27/1945	KS, STEVENS COUNTY	14	202		KS	STEVENS	T033S-R035W-010 NE	
5026-5631-00	L034792000	WILLIAM LAMPE ESTATE ET AL	NORTHERN NATURAL GAS COMPANY	08/16/1938	KS, STEVENS COUNTY	9	349		KS	STEVENS	T033S-R035W-009 NW	
5026-5632-00	L034793000	W W MCKEE ET UX	NORTHERN NATURAL GAS COMPANY	03/21/1939	KS, STEVENS COUNTY	9	565		KS	STEVENS	T033S-R035W-009 SW	
5026-5633-00	L034794000	A E BLAKE	NORTHERN NATURAL GAS COMPANY	09/01/1938	KS, STEVENS COUNTY	9	433		KS	STEVENS	T033S-R035W-009 SE	

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

Additional Surface Owners SMITH 1 UNIT

STODDARD, ROY & DEBORAH 1651 ROAD 25 HUGOTON, KS 67951-5133