

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





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					
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		FSL/FNL	FEL/FWL					
		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.



Kansas Corporation Commission Oil & Gas Conservation Division

1366473

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 testing and testing and the second sec
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 OM Akers Unit lease, Section 34, Township 25S, Range 35W, Kearny County, Kansas.

Prepared By: Warren J. Ludlow, XTO Energy Inc-Vice President & Assoc. General Counsel

After Recording Return To: LINN Energy Holdings, LL.C Attn: General Counsel 600 Travis Street, Suite 5100 Houston, Texas 77002

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THE STATE OF KANSAS §
COUNTY OF KEARNY §

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;

			EX	HIBIT								
			L	eases								
			KANSAS A	ND OKLAHOMA								
gacy Number	Lease Number	Lessor	Lessee	Lease Date	State, County	Book	Page	Registry	Rec S	Rec County	Description	Lot(s)
0.0070.40	1.000000040	AL DODA O DADCONO	MODIL OIL CORRORATION	00/04/4077	KS, STEVENS COUNTY	70	405		140	OTEVENO.	T032S-R036W-030 E/SW	4
6-0279-10 L	L033063010	ALDORA C PARSONS	MOBIL OIL CORPORATION	06/04/1977	KS, STEVENS COUNTY	78	465		KS	STEVENS	10325-R036W-030 E/SW	3
6-0279-11 L	L033063011	JOHN A FORTUNE ET UX	MOBIL OIL CORPORATION	06/01/1977	KS, STEVENS COUNTY	78	578		KS	STEVENS	T032S-R036W-030 E/SW	3
0 02.0	2000000011	ocinity i sixterization	mobile oil oota otatiiot	00/01/10/1	110, 012 12110 0001111		0.0		1.0	0.2.2.10	10020 1100011 000 27011	4
6-0279-12 L	L033063012	GAYLE A VERNER ET VIR	MOBIL OIL CORPORATION	09/12/1977	KS, STEVENS COUNTY	79	194		KS	STEVENS	T032S-R036W-030 E/SW	3
												4
6-0279-13 L	L033063013	ERNEST S MADDEN TRUST ET AL	MOBIL OIL CORPORATION	08/02/1977	KS, STEVENS COUNTY	79	265		KS	STEVENS	T032S-R036W-030 E/SW	3
												4
6-0279-14 L	L033063014	JAMES STEPHEN SCHMUCKER	MOBIL OIL CORPORATION	09/26/1977	KS, STEVENS COUNTY	80	54		KS	STEVENS	T032S-R036W-030 E/SW	3
6-0279-15 L	L033063015	VERNON I PARSONS ET UX	MOBIL OIL CORPORATION	02/16/1079	KS, STEVENS COUNTY	80	374		KS	STEVENS	T032S-R036W-030 E/SW	4
0-0279-15 L	L033003013	VERNON I PARSONS ET OX	MOBIL OIL CORFORATION	02/10/1976	KS, STEVENS COUNTY	00	3/4		N3	STEVENS	10323-R030W-030 E/3W	4
6-0279-16 L	L033063016	ALDORA C PARSONS ET AL	MOBIL OIL CORPORATION	08/04/1977	KS, STEVENS COUNTY	81	574		KS	STEVENS	T032S-R036W-030 E/SW	3
					,		-		1			4
6-0279-17 L	L033063017	DENNIS BAIRD SCHMUCKER	MOBIL OIL CORPORATION	08/03/1977	KS, STEVENS COUNTY	82	245		KS	STEVENS	T032S-R036W-030 E/SW	3
												4
6-0279-18 L	L033063018	MILTON H BLAKEMORE	MOBIL OIL CORPORATION	09/18/1980	KS, STEVENS COUNTY	90	355		KS	STEVENS	T032S-R036W-030 E/SW	3
												4
6-0279-19 L	L033063019	THOMAS G BLAKEMORE	MOBIL OIL CORPORATION	09/18/1980	KS, STEVENS COUNTY	90	353		KS	STEVENS	T032S-R036W-030 E/SW	3
6-0525-00 L	L033064000	MAE ANDERSON	R J RHYNALDS	02/20/4044	KS, FINNEY COUNTY	OG13	152		KS	FINNEY	T022S-R034W-028 E/NE	4
6-0323-00 L	L033064000	IMAE ANDERSON	R J RHTNALDS	02/26/1944	KS, FINNET COUNTY	0013	132		N3	FININET	T022S-R034W-028 W/NE	
6-0526-00 L	L033065000	MAE ANDERSON	R J RHYNALDS	02/28/1944	KS, FINNEY COUNTY	OG13	151		KS	FINNEY	T022S-R034W-028 NW	
	L033066000	MAE ANDERSON	R J RHYNALDS		KS, FINNEY COUNTY	OG13	160		KS	FINNEY	T022S-R034W-028 E/SW	-
											T022S-R034W-028 W/SW	
6-0528-00 L	L033067000	MAE ANDERSON	R J RHYNALDS	02/28/1944	KS, FINNEY COUNTY	OG13	161		KS	FINNEY	T022S-R034W-028 E/SE	
											T022S-R034W-028 W/SE	
	L033068000	GEORGE FORST ET AL	J D LONG		KS, KEARNY COUNTY	11	44		KS	KEARNY	T022S-R035W-003 NE	
	L033069000 L033070000	C C DYER ET UX J C CAMPBELL ET UX	J D LONG		KS, KEARNY COUNTY	11	8 24		KS	KEARNY	T022S-R035W-003 SE	
	L033070000 L033071000	MYRON F SCHLATER ET UX	R J RHYNALDS J D LONG		KS, KEARNY COUNTY KS, KEARNY COUNTY	11	103		KS KS	KEARNY	T022S-R035W-009 SW T022S-R035W-015 NW	
	L033071000	FRANK K LOTT ET AL	J D LONG		KS, KEARNY COUNTY	11	159		KS	KEARNY	T022S-R035W-003 SW	
	L033077001	PAULINE L MILLER ET AL	BEN F BRACK		KS, HASKELL COUNTY	6	59		KS	HASKELL	T029S-R034W-006 NE	
	L033078001	OLIVIA P RAMSAY ET VIR ET AL	JOE L MURPHY		KS, KEARNY COUNTY	5	350		KS	KEARNY	T025S-R035W-015 S	
	L033079001	EARL W CAMPBELL ET AL	JOE L MURPHY	05/18/1936	KS, KEARNY COUNTY	0004	0223		KS	KEARNY	T025S-R035W-031 N	
6-0789-01EM L	L033080001	H C KRIETE	NORTHERN NATURAL GAS COMPANY	01/27/1940	KS, KEARNY COUNTY	0007	0353		KS	KEARNY	T025S-R035W-002 S	
	L033081000	EARL W CAMPBELL ET AL	JOE L MURPHY		KS, KEARNY COUNTY	6	537		KS	KEARNY	T025S-R035W-020 S	
	L033082000	D ANNA SPEER	CITIES SERVICE OIL COMPANY		KS, FINNEY COUNTY	12	620		KS	FINNEY	T022S-R034W-006 NE	
	L033083001	WILLIAM D FOSTER ET AL	CARTER OIL COMPANY (THE)		KS, FINNEY COUNTY	0038	0509		KS	FINNEY	T022S-R032W-026 SW	
	L033084001 L033085001	CALLIE M COLDWATER ET AL CALLIE M COLDWATER ET AL	JACK R DOUGLASS JACK R DOUGLASS		OK, BEAVER COUNTY OK, BEAVER COUNTY	28 28	22 25	00163	OK OK	BEAVER BEAVER	T005N-R023E-013 SE T005N-R023E-013 W/NW	
	L033085001 L033086001	H E COLDWATER ET UX	JACK R DOUGLASS JACK R DOUGLASS		OK, BEAVER COUNTY OK, BEAVER COUNTY	28		09163 09152	OK	BEAVER	T005N-R023E-013 W/NW T005N-R023E-013 NE	
	L033080001	J M ANGLETON ET UX	JACK R DOUGLASS		OK, BEAVER COUNTY	28	15	00102	OK	BEAVER	T005N-R023E-013 E/NW	
2 33.0 01			5	03/13/1340	2, 222 0001111		1.0			22,.,211	T005N-R023E-013 SW	
6-1008-00 L	L033088000	ORLANDO JOLLIFFE ESTATE TRUST	CARTER OIL COMPANY (THE)	12/11/1953	OK, TEXAS COUNTY	302	222		OK	TEXAS	T002N-R018E-003 S	1
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	-											3
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							1				T002N-R018E-003 S/N	1
												T002N-R018E-003 S/N

			EX	HIBIT								
			L	eases								
			KANSAS A	ND OKLAHOMA								
Legacy Number	Lease Number	Lessor	Lessee	Lease Date	State, County	Book	Page	Registry	Rec	Rec County		Lot(s)
054 0005 00	1.00500000	ELIDOMEN OIL COMPANIVINO	W D CODODN	05/05/4040	I/O I/E A DAIN/ OOLINITY/		4.47		140	I/E A DAD/	T025S-R035W-006 N/SW/SE	
951-0265-02	L035662002	EUROMEX OIL COMPANY INC	W B OSBORN	05/25/1946	KS, KEARNY COUNTY	14	147		KS	KEARNY	T025S-R035W-006 N/NE/SE T025S-R035W-006 N/SW/SE	
951-0265-03	L035662003	JOHN J. FLEET, ET AL	W B OSBORN	12/14/1044	KS, KEARNY COUNTY	12	389		KS	KEARNY	T025S-R035W-006 N/NE/SE	
931-0203-03	L033002003	JOHN S. FEELT, ET AL	W B OSBORN	12/14/1344	NO, REARINT COUNTY	12	309		NO	KLAKINI	T025S-R035W-006 N/SW/SE	-
951-0268-00XTO	L035663000	EARL W CAMPBELL, ET AL	JOE L MURPHY	05/18/1936	KS, KEARNY COUNTY	6	512		KS	KEARNY	T025S-R035W-007	-
001 0200 00/110	200000000	Erite II Ortin Beer, Eline	ool Linetti III	00,10,1000	110,112,11111 0001111		0.2		1	112711111	T025S-R035W-008	
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											T025S-R035W-017	
											T025S-R035W-017 N	
											T025S-R035W-018	
											T025S-R035W-018 N	
											T025S-R036W-013	
951-0269-00XTO	L035664000	USA KSGLO-09938	CARTER OIL COMPANY	11/01/1944	KS, KEARNY COUNTY	27	509		KS	KEARNY	T025S-R035W-008	
			105 1 14/195/197	2.1/22/122	1/0 1/51 D10/ 00/ 01/07/				1.0	1/51510/	T025S-R035W-008 S	
951-0272-00XTO	L035665000	OLIVIA F RAMSAY, ET AL	JOE L MURPHY	04/23/1937	KS, KEARNY COUNTY	5	350		KS	KEARNY	T025S-R035W-015	
						+			-		T025S-R035W-015 S T025S-R035W-022	
						+	+				T025S-R035W-022 S	
951-0273-00XTO	L035666000	USA KSGLO-09940	CARTER OIL COMPANY	11/01/1944	KS, KEARNY COUNTY	+	+		1		T025S-R035W-015	
931-0273-00X1O	L033000000	03A K3GE0-09940	CARTER OIL COIVIF AINT	11/01/1944	NO, REARINT COUNTY	-	+			+	T025S-R035W-015 N	
951-0274-00XTO	L035667000	EARL W CAMPBELL ET AL	JOE L MURPHY	05/18/1936	KS, KEARNY COUNTY	6	537		KS	KEARNY	T025S-R035W-018	
				00,10,100	,		1		1		T025S-R035W-018 W/SW	
											T025S-R035W-019	
											T025S-R035W-019 NW	
											T025S-R035W-019 S/NE	
											T025S-R035W-020	
											T025S-R035W-020 S	
											T025S-R036W-023	
						+			-		T025S-R036W-024	
						+			-		T025S-R036W-025 T025S-R036W-025 E	
951-0275-00	L035668000	FRED G WARTHEN ET UX	FIN-KER OIL & GAS PRODUCTION	02/21/1020	KS, KEARNY COUNTY	6	517		KS	KEARNY	T025S-R035W-019	
931-0273-00	L033000000	TRED & WARTHENET OX	I IN-KER OIL & GAS FRODUCTION	03/21/1930	KS, KLAKIT COOKT	0	317		NO	KLAKINI	T025S-R035W-019 SE	
951-0276-00	L035669000	USA KSBLM-013737	W H WISSING	12/31/1938	KS, KEARNY COUNTY	27	501		KS	KEARNY	T025S-R035W-019	
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											T025S-R036W-026	
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											T025S-R036W-027	
											T025S-R036W-027 N/NE	
951-0277-00XTO L0	L035670000	USA KSGLO-09942	CARTER OIL COMPANY	11/01/1944	KS, KEARNY COUNTY	27	517		KS	KEARNY	T025S-R035W-020	
					W0 WELDNING TOWN				1.7-		T025S-R035W-020 N	
951-0278-01	L035671001	LENORA V TATE ET VIR	MAGNOLIA PETROLEUM COMPANY	01/31/1939	KS, KEARNY COUNTY	7	88		KS	KEARNY	T025S-R035W-022	
054 0070 00	1.005074000	MA ONOLIA RETROLEUM COMPANY	FINITED OIL & CAS PROPRIOTION	00/10/12 12	KO KEADAN COUNTY	4.4	200		1/2	KEARAN	T025S-R035W-022 S	
951-0278-02	L035671002	MAGNOLIA PETROLEUM COMPANY	FIN-KER OIL & GAS PRODUCTION	06/13/1946	KS, KEARNY COUNTY	14	303		KS	KEARNY	T025S-R035W-022 T025S-R035W-022 S	
951-0280-00XTO	L035672000	EARL W CAMPBELL, ET AL	JOE L MURPHY	05/18/1026	KS, KEARNY COUNTY	4	223		KS	KEARNY	T025S-R035W-022 S	
331-0200-00ATO	L033072000	LANL W CAMIFBELL, ET AL	JOE L WORFH I	03/16/1930	NO, REARINT COUNTY	+	223		NO	NEARINI	T025S-R035W-029	
										+	T025S-R035W-030	
					 	-	+		+	+	T025S-R035W-031 N	-+-

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

State of Kansas §

§

County of Kearny §

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

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