

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 / feet from E /	Legal Description of Lease.
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells **	Production Zone(s):
Field Name:	\ \frac{\frac}\fint}{\fint}}}}}}}}{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac}}}}}}}{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac}\frac{\frac{\frac{\frac{\frac{\frac{\frac}\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac}}}}}}}}{\fra
** 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 ettling Haul-Off Workover Drilling
Past Operator's License No.	Contact Person:
Past Operator's Name & Address:	Phone:
	Date:
Title:	Signature:
New Operator's License No.	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
	 Date:
Title:	Signature:
	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





Must Be Filed For All Wells

* 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)				
		<i>Circle</i> 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						
		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						
		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						
			FEL/FWL						
			FEL/FWL						

A separate sheet may be attached if necessary

KDOR Lease No.: _____

^{*} 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

67174

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) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location: SecTwpS. 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:	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.
the KCC with a plat showing the predicted locations of lease roads, tal	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 located: 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 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	g fee with this form. If the fee is not received with this form, the KSONA-1 P-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;

			EVIII	ıT								
			EXHIB	IT								
			Lease	S								
			KANSAS AND O	KLAHOMA								
_ ,			Lessee	Lease Date	,	Book	Page	Registry		St Rec County		Lot(s)
5026-3933-01	L033254001	JAY T SMITH ET UX	MAGNOLIA PETROLEUM COMPANY		KS, GRANT COUNTY	8	44		KS	GRANT	T027S-R037W-013 SE	
5026-3934-01	L033255001	JAY T SMITH ET UX	MAGNOLIA PETROLEUM COMPANY		KS, GRANT COUNTY	8	45		KS	GRANT	T027S-R037W-025 NE	
5026-3935-01	L033256001	EDNA B PETRO ET VIR	MAGNOLIA PETROLEUM COMPANY		KS, GRANT COUNTY	8	48		KS	GRANT	T027S-R035W-007 NE	
5026-3936-01	L033257001	EDNA B PETRO ET VIR	MAGNOLIA PETROLEUM COMPANY		KS, GRANT COUNTY	8	49		KS	GRANT	T027S-R035W-005 SW	
5026-3937-01	L033258001	EDNA B PETRO ET VIR	MAGNOLIA PETROLEUM COMPANY	02/08/1945	KS, GRANT COUNTY	8	50		KS	GRANT	T027S-R036W-008 E	
5026-3938-01	L033259001	EDNA B PETRO ET VIR	MAGNOLIA PETROLEUM COMPANY	02/09/1045	KS, GRANT COUNTY	0	51		KS	GRANT	T027S-R036W-008 SW T027S-R036W-017 NE	
5026-3936-01	LU33259001	EDINA B PETRO ET VIR	IMAGNOLIA PETROLEUM COMPANT	02/06/1945	NS, GRANT COUNTY	0	51		NO	GRANI	T027S-R036W-017 NE	
5026-3939-01	L033260001	EDNA B PETRO ET VIR	MAGNOLIA PETROLEUM COMPANY	02/09/1045	KS, GRANT COUNTY	0	52		KS	GRANT	T027S-R036W-017 W	
5026-3940-01	L033260001	EDNA B PETRO ET VIR	MAGNOLIA PETROLEUM COMPANY		KS, GRANT COUNTY	0	32		KS	GRANT	T027S-R036W-019 N	
5026-3941-01	L033261001	EDNA B PETRO ET VIR	MAGNOLIA PETROLEUM COMPANY		KS, GRANT COUNTY	8	33		KS	GRANT	T027S-R036W-019 N	
5026-3942-01	L033263001	JAY T SMITH ET UX	MAGNOLIA PETROLEUM COMPANY		KS, GRANT COUNTY	8	25		KS	GRANT	T027S-R037W-013 NE	
5026-3943-01	L033264001	JAY T SMITH ET UX	MAGNOLIA PETROLEUM COMPANY		KS, GRANT COUNTY	8	26		KS	GRANT	T027S-R037W-013 NL	
5026-3944-01	L033265001	JAY T SMITH ET UX	MAGNOLIA PETROLEUM COMPANY		KS, GRANT COUNTY	8	27		KS	GRANT	T027S-R037W-012 NW	
5026-3945-01	L033266001	A L INGLES	MAGNOLIA PETROLEUM COMPANY		KS, GRANT COUNTY	8	28		KS	GRANT	T029S-R036W-026 SW	
5026-3946-01	L033267001	A L INGLES	MAGNOLIA PETROLEUM COMPANY		KS, GRANT COUNTY	8	29		KS	GRANT	T029S-R036W-023	
5026-3947-00	L033268000	C E GREEN	A C MOORHEAD		KS, STEVENS COUNTY	11	454		KS	STEVENS	T031S-R036W-001 SW	
5026-3948-00	L033269000	RALPH V THUROW ET UX	A C MOORHEAD		KS, STEVENS COUNTY	11	301		KS	STEVENS	T031S-R036W-013 SW	
5026-3949-00	L033270000	H H BROWNELL ET UX	A C MOORHEAD	10/09/1942	KS, STEVENS COUNTY	11	302		KS	STEVENS	T031S-R036W-013 SE	
5026-3950-01	L033271001	MARTHA L REYNOLDS	A C MOORHEAD	10/09/1942	KS, STEVENS COUNTY	11	462		KS	STEVENS	T031S-R036W-014 SW	
											T031S-R036W-023 SW	
5026-3950-02	L033271002	RUENA E LOGUE	D D HARRINGTON	11/22/1943	KS, STEVENS COUNTY	12	541		KS	STEVENS	T031S-R036W-023 SW	
5026-3950-03	L033271003	W C GRANDSTAFF ET UX	MAGNOLIA PETROLEUM COMPANY	10/23/1946	KS, STEVENS COUNTY	14	435		KS	STEVENS	T031S-R036W-023 SW	
5026-3951-00	L033272000	MARTHA L REYNOLDS	A C MOORHEAD	10/22/1942	KS, STEVENS COUNTY	11	452		KS	STEVENS	T031S-R036W-014 NW	
5026-3952-00	L033273000	ORVILLE W THUROW ET UX	A C MOORHEAD		KS, STEVENS COUNTY	11	303		KS	STEVENS	T031S-R036W-015 SW	
5026-3953-00	L033274000	RANDALL C HILL ET UX	A C MOORHEAD		KS, STEVENS COUNTY	11	304		KS	STEVENS	T031S-R036W-015 SE	
5026-3954-00	L033275000	RALPH V THUROW ET UX	A C MOORHEAD		KS, STEVENS COUNTY	11	305		KS	STEVENS	T031S-R036W-015 NW	
5026-3955-00	L033276000	D S GRIGSBY	A C MOORHEAD		KS, STEVENS COUNTY	11	463		KS	STEVENS	T031S-R036W-021 NW	
5026-3956-00	L033277000	OPAL THUROW WHITE ET AL	A C MOORHEAD		KS, STEVENS COUNTY	11	306		KS	STEVENS	T031S-R036W-023 NW	
5026-3957-00	L033278000	RALPH V THUROW ET UX	A C MOORHEAD		KS, STEVENS COUNTY	11	307		KS	STEVENS	T031S-R036W-023 NE	
5026-3958-00	L033279000	DORIS M ANDERSON ET VIR	A C MOORHEAD		KS, STEVENS COUNTY	11	455		KS	STEVENS	T031S-R036W-023 SE	
5026-3959-00	L033280000	W C GRANDSTAFF ET UX	A C MOORHEAD		KS, STEVENS COUNTY	11	457		KS	STEVENS	T031S-R036W-023 SE	
5026-3960-00	L033281000	RALPH V THUROW ET UX	A C MOORHEAD		KS, STEVENS COUNTY	11	308		KS	STEVENS	T031S-R036W-024 NW	
5026-3961-00	L033282000 L033283000	FREDERICK F RAPP WILLIAM MAST ET UX	A C MOORHEAD A C MOORHEAD		KS, STEVENS COUNTY	11	309 479		KS KS	STEVENS STEVENS	T031S-R036W-026 NE	
5026-3962-00 5026-3963-00	L033283000 L033284000	MARTHA L REYNOLDS	MAGNOLIA PETROLEUM COMPANY		KS, STEVENS COUNTY KS, STEVENS COUNTY	11	487		KS	STEVENS	T031S-R036W-024 NW T031S-R036W-020	
5026-3964-00	L033284000	MARTHA L REYNOLDS	MAGNOLIA PETROLEUM COMPANY		KS, STEVENS COUNTY	13	471		KS	STEVENS	T031S-R036W-020	
5026-3965-00	L033285000	ILLINOIS BANKERS LIFE ASSURANCE CO	THE STEVENS COUNTY OIL AND GAS COMPANY		KS, STEVENS COUNTY	12	495		KS	STEVENS	T031S-R035W-009 NW	
5026-3966-00	L033287000	EVA RINEY	REPUBLIC NATURAL GAS COMPANY		KS, STEVENS COUNTY	10	493		KS	STEVENS	T031S-R036W-018 SE	
3020-3900-00	L033207000	EVAINIVET	INCEPOBLIC INATORNAL GAS COMPANT	03/10/1941	NO, OTEVENO COONTT	10	421		No	SILVLING	T031S-R036W-018 SW	
						+	+			-	T031S-R036W-019 NW	
5026-3967-00	L033288000	C F SHAFER ET UX	REPUBLIC NATURAL GAS COMPANY	04/01/1941	KS, STEVENS COUNTY	10	428		KS	STEVENS	T031S-R036W-019 E/SW	3
			112. GB210 10 11 01 0 12 01 0 0 0 0 11 1 11 1	5.,01,1041	, 5.2.2.10 0001111	1.0	0			0.272,40	111.0 1100011 010 2/017	4
5026-3968-00	L033289000	E L GASKILL ET UX	A C MOORHEAD	10/17/1942	KS, STEVENS COUNTY	11	468		KS	STEVENS	T031S-R036W-022 SE	
5026-3969-00	L033290000	T J WAGNER JR ET UX	MAGNOLIA PETROLEUM COMPANY		KS, GRANT COUNTY	8	58		KS	STEVENS	T030S-R035W-035 E/NE	
			,	1	-,				1	, , , , , , , , , , , , , , , , , , ,	T030S-R035W-035 W/NE	
5026-3970-00	L033291000	MARTHA L REYNOLDS	UNITED PRODUCING COMPANY INC	03/28/1944	KS, STEVENS COUNTY	12	609		KS	STEVENS	T031S-R036W-001 S/NW	3
						1				1		4
5026-3971-00	L033292000	JOHN SEYBOLD ET UX	ALDEN W FOSTER	04/19/1934	KS, STEVENS COUNTY	7	147		KS	STEVENS	T031S-R036W-001 S/NE	1
												2
						1					T031S-R036W-001 SE	1

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