



# 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: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

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 _____
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Must Be Filed For All Wells

KDOR Lease No.: \_\_\_\_\_

\* Lease Name: \_\_\_\_\_ \* Location: \_\_\_\_\_

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle</i> FSL/FNL	<i>Circle</i> FEL/FWL		
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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.



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 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, LLC  
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

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)
												2
5026-5107-00	L034273000	GEORGE W NUSSER ET UX	NORTHERN NATURAL GAS COMPANY	04/09/1940	KS, GRANT COUNTY	5	16		KS	GRANT	T027S-R037W-017 W	
5026-5108-00	L034274000	GEORGE W NUSSER ET UX	NORTHERN NATURAL GAS COMPANY	04/09/1940	KS, GRANT COUNTY	5	15		KS	GRANT	T027S-R037W-017 E	
5026-5109-00	L034275000	HATTIE E ANDERSON ET AL	NORTHERN NATURAL GAS COMPANY	04/10/1940	KS, GRANT COUNTY	5	70		KS	GRANT	T027S-R037W-007 E/SW	
											T027S-R037W-018 NW	
5026-5110-00	L034276000	HATTIE E ANDERSON ET AL	NORTHERN NATURAL GAS COMPANY	04/10/1940	KS, GRANT COUNTY	5	71		KS	GRANT	T027S-R037W-018 SW	
5026-5111-00	L034277000	GEORGE W NUSSER ET UX	NORTHERN NATURAL GAS COMPANY	04/09/1940	KS, GRANT COUNTY	5	17		KS	GRANT	T027S-R037W-018 SE	
5026-5112-00	L034278000	JOHN T WILSON ET UX	NORTHERN NATURAL GAS COMPANY	04/16/1940	KS, GRANT COUNTY	5	34		KS	GRANT	T027S-R037W-018 NE	
5026-5113-00	L034279000	JOHN W ONIONS ET UX	NORTHERN NATURAL GAS COMPANY	05/12/1944	KS, HASKELL COUNTY	4	647		KS	HASKELL	T028S-R033W-020 NW	
5026-5114-00	L034280000	ELLA DEMORET	NORTHERN NATURAL GAS COMPANY	07/28/1944	KS, HASKELL COUNTY	5	102		KS	HASKELL	T028S-R033W-020 NE	
											T028S-R033W-020 S	
5026-5115-00	L034281000	GERTRUDE PECHIN	J C COLLE	10/01/1947	KS, HASKELL COUNTY	8	121		KS	HASKELL	T030S-R033W-014 SW	
5026-5116-00	L034282000	SAMUEL B HOWELL ET UX	FRED C KOCH	07/15/1943	KS, HASKELL COUNTY	4	184		KS	HASKELL	T030S-R033W-014 SE	
5026-5117-00	L034283000	FRED J BARBER ET UX	JOE E DENHAM	07/13/1943	KS, HASKELL COUNTY	4	250		KS	HASKELL	T030S-R033W-014 NW	
5026-5118-00	L034284000	FLORA A MEREDITH	JOE E DUNHAM	07/12/1943	KS, HASKELL COUNTY	4	127		KS	HASKELL	T030S-R033W-014 NE	
5026-5119-00	L034285000	J W BRENNAMAN	NORTHERN NATURAL GAS COMPANY	05/08/1944	KS, FINNEY COUNTY	13	502		KS	FINNEY	T025S-R033W-021 N	
5026-5120-00	L034286000	EDGAR J ROWE	NORTHERN NATURAL GAS COMPANY	04/05/1940	KS, KEARNY COUNTY	7	472		KS	KEARNY	T026S-R037W-035 NW	
5026-5121-00	L034287000	T N THORPE ET UX	NORTHERN NATURAL GAS COMPANY	04/17/1940	KS, KEARNY COUNTY	7	501		KS	KEARNY	T026S-R037W-022 SE	
											T026S-R037W-035 NE	
											T026S-R037W-035 S	
5026-5122-00	L034288000	FRANK A ROY ET UX	NORTHERN NATURAL GAS COMPANY	02/05/1948	KS, HASKELL COUNTY	8	246		KS	HASKELL	T028S-R033W-018 NW	
5026-5123-00	L034289000	T L HENAGE ET UX	JOE E DENHAM	04/20/1943	KS, HASKELL COUNTY	3	635		KS	HASKELL	T028S-R033W-018 NE	
5026-5124-00	L034290000	THERESA M PRICE ET AL	JOE E DENHAM	04/12/1943	KS, HASKELL COUNTY	4	61		KS	HASKELL	T028S-R033W-018 SE	
5026-5125-00	L034291000	ZOE RICHARDSON WRIGHT ET VIR	NORTHERN NATURAL GAS COMPANY	06/13/1946	KS, HASKELL COUNTY	7	382		KS	HASKELL	T028S-R033W-018 SW	
5026-5126-00	L034292000	E H ELLIOTT	NORTHERN NATURAL GAS PRODUCING COMPANY	04/30/1953	KS, HASKELL COUNTY	13	62		KS	HASKELL	T028S-R033W-003 SW	
5026-5127-00	L034293000	SUSIE SMITH ET AL	NORTHERN NATURAL GAS PRODUCING COMPANY	03/27/1953	KS, HASKELL COUNTY	13	52		KS	HASKELL	T028S-R033W-003 SE	
5026-5128-00	L034294000	SUSIE SMITH ET AL	NORTHERN NATURAL GAS PRODUCING COMPANY	03/27/1953	KS, HASKELL COUNTY	13	55		KS	HASKELL	T028S-R033W-003 NE	
5026-5129-00	L034295000	SUSIE SMITH ET AL	NORTHERN NATURAL GAS PRODUCING COMPANY	03/27/1953	KS, HASKELL COUNTY	13	58		KS	HASKELL	T028S-R033W-003 NW	
5026-5130-00	L034296000	SUSIE SMITH ET AL	NORTHERN NATURAL GAS PRODUCING COMPANY	03/27/1953	KS, HASKELL COUNTY	13	61		KS	HASKELL	T028S-R033W-003	
5026-5131-00	L034297000	F ARTHUR STONE ET UX	NORTHERN NATURAL GAS COMPANY	11/25/1944	KS, FINNEY COUNTY	14	473		KS	FINNEY	T026S-R033W-020 E	
						159	295		KS	FINNEY		
5026-5132-00	L034298000	VERNICE E HERRIOTT	NORTHERN NATURAL GAS COMPANY	05/10/1944	KS, FINNEY COUNTY	13	506		KS	FINNEY	T026S-R033W-020 NW	
						159	295		KS	FINNEY		
5026-5133-00	L034299000	HIRAM ELWOOD SUMMERS ET UX	NORTHERN NATURAL GAS COMPANY	04/18/1940	KS, KEARNY COUNTY	7	537		KS	KEARNY	T026S-R036W-031 E/NW	1
												2
											T026S-R036W-031 NE	1
												2
5026-5134-00	L034300000	WINNIE ALEXANDER ET VIR	NORTHERN NATURAL GAS COMPANY	04/26/1940	KS, KEARNY COUNTY	7	539		KS	KEARNY	T026S-R036W-031 SE	
5026-5135-00	L034301000	GEORGE H TATE ESTATE	FIN-KER OIL & GAS PRODUCTION COMPANY (TH	11/29/1945	KS, KEARNY COUNTY	13	281		KS	KEARNY	T026S-R036W-031 E/SW	3
												4
5026-5136-00	L034302000	SUSANNAH A TATE ESTATE ET AL	COLUMBIAN FUEL CORPORATION	05/10/1948	KS, KEARNY COUNTY	17	216		KS	KEARNY	T026S-R037W-023 NW	
5026-5137-00	L034303000	LENORA V TATE ET AL	COLUMBIAN FUEL CORPORATION	05/10/1948	KS, KEARNY COUNTY	17	220		KS	KEARNY	T026S-R037W-023 SW	
5026-5138-00	L034304000	GLADYS CROUCH ET AL	JOE E DENHAM	03/16/1944	KS, KEARNY COUNTY	11	46	9729	KS	KEARNY	T026S-R037W-023 N/NE	
5026-5139-00	L034305000	LEE N THORN ET UX	NORTHERN NATURAL GAS COMPANY	07/10/1946	KS, HASKELL COUNTY	7	377		KS	HASKELL	T028S-R033W-019 NW	
5026-5140-00	L034306000	ZOE RICHARDSON WRIGHT ET VIR	NORTHERN NATURAL GAS COMPANY	06/13/1946	KS, HASKELL COUNTY	7	380		KS	HASKELL	T028S-R033W-019 NE	
5026-5141-00	L034307000	ZOE RICHARDSON WRIGHT ET VIR	NORTHERN NATURAL GAS COMPANY	06/13/1946	KS, HASKELL COUNTY	7	378		KS	HASKELL	T028S-R033W-019 SW	
5026-5142-00	L034308000	GEORGE S FREY ET UX	FRED C KOCH	02/09/1944	KS, HASKELL COUNTY	4	428		KS	HASKELL	T028S-R033W-019 SE	
5026-5143-00	L034309000	T N THORPE ET UX	NORTHERN NATURAL GAS COMPANY	04/17/1940	KS, GRANT COUNTY	5	26		KS	GRANT	T027S-R037W-002 NW	
5026-5144-00	L034310000	J E CORLEY	NORTHERN NATURAL GAS COMPANY	04/09/1940	KS, GRANT COUNTY	4	432		KS	GRANT	T027S-R037W-002 W/NE	
5026-5145-00	L034311000	AUSTIN HUTTON ET UX	NORTHERN NATURAL GAS COMPANY	04/05/1940	KS, GRANT COUNTY	4	434		KS	GRANT	T027S-R037W-002 SE/NE	1
5026-5146-00	L034312000	HIRAM T BURR ET UX	NORTHERN NATURAL GAS COMPANY	04/05/1940	KS, GRANT COUNTY	5	35		KS	GRANT	T027S-R037W-002 S	

## 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. 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 1<sup>st</sup>, 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,



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