KOLAR Document ID: 1364114

### 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 subm	itted 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.:	Lease Name:							
Spot Location: feet from N / S Line feet from E / W Line								
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):							
200000000000000000000000000000000000000								
Surface Pit Permit No.:	feet from N / S Line of Section							
(API No. if Drill Pit, WO or Haul)	feet from E / W Line of Section							
Type of Pit: Emergency Burn Settling	Haul-Off Workover Drilling							
Pact Operator's License No.	Contact Person:							
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:							
Acknowledgment of Transfer: The above request for transfer of injection	n authorization, surface pit permit # has been							
noted, approved and duly recorded in the records of the Kansas Corporation	n 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	is acknowledged as							
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit							
Permit No.: Recommended action:	permitted by No.:							
Date: Authorized Signature	Date:							
DISTRICT EPR	PRODUCTION UIC							
DISTRICT EFF	THOUSE HON							

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#### Side Two

#### 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)	
		Circle FSL/FNL	<i>Circle</i> 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		_	
		FSL/FNL	FEL/FWL			
		FSL/FNL	FEL/FWL			
		FSL/FNL	FEL/FWL			

A separate sheet may be attached if necessary

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

KOLAR Document ID: 1364114

### 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) CI	B-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	
Name:	·
Address 1:	
Address 2:	
City: State: Zip:+	the lease below.
Contact Person:	
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	
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:	the state of the s
City: State: Zip:+	
	, tank batteries, pipelines, and electrical lines. The locations shown on the plat red 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	ice Act (House Bill 2032), I have provided the following to the surface be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form orm being filed is a Form C-1 or Form CB-1, the plat(s) required by this ax, and email address.
KCC will be required to send this information to the surface	). I acknowledge that, because I have not provided this information, the ce owner(s). To mitigate the additional cost of the KCC performing this dress of the surface owner by filling out the top section of this form and the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 hand form and the associated Form C-1, Form CB-1, Form T-1, or Form	dling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.
I hereby certify that the statements made herein are true and corre	ect to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

## Additional Surface Owners

CULLISON, JAMES W ETAL PO BOX 367 SATANTA, KS 67870-0367 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;

			EXI	HIBIT								
				ases								
				ID OKLAHOMA								
			10 110 711	ID OILE II IOW I								
Legacy Number	Lease Number	Lessor	Lessee	Lease Date	State, County	Book	Page	Registry	Rec St	Rec County	Description	Lot(s)
5026-5422-00	L034583000	WARREN TETER ET UX	J H CROMWELL ET AL	11/15/1929	KS, STEVENS COUNTY	3	388		KS	STEVENS	T033S-R036W-003 SW	
5026-5423-00	L034584000	AMMON JONES JR ET UX	NORTHERN NATURAL GAS COMPANY	11/07/1946	KS, STEVENS COUNTY	14	447		KS	STEVENS	T031S-R035W-033 NE	
5026-5424-00	L034585000	FRANK G BOLES ET UX	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	14	207		KS	STEVENS	T031S-R035W-033 SE	
5026-5425-01	L034586001	JOHN M SHRIVER ET UX	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	14	409		KS	STEVENS	T031S-R035W-033 W	
5026-5426-00	L034587000	E R JONES ET UX	BEN F BRACK	12/22/1944	KS, SEWARD COUNTY	69	663		KS	SEWARD	T032S-R032W-009 E/SE	
											T032S-R032W-009 NE	
5026-5427-00	L034588000	W H LAMBERT ET UX	BEN F BRACK		KS, SEWARD COUNTY	69	590		KS	SEWARD	T032S-R032W-009 SW	
5026-5428-00	L034589000	NINA BELLE HATCHER ET VIR	BEN F BRACK		KS, SEWARD COUNTY	69	573		KS	SEWARD	T032S-R032W-009 NW	
5026-5429-00	L034590000	E M ANGELL ET UX	BEN F BRACK		KS, SEWARD COUNTY	69	416		KS	SEWARD	T032S-R032W-009 W/SE	
5026-5430-00	L034591000	O F JONES ET UX	NORTHERN NATURAL GAS COMPANY	10/24/1946	KS, STEVENS COUNTY	14	417		KS	STEVENS	T032S-R036W-024 N	
											T032S-R036W-024 SW	
5026-5431-01	L034592001	O F JONES ET UX	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	14	415		KS	STEVENS	T032S-R036W-024 SE	
5026-5431-02	L034592002	CENTRAL STANDARD LIFE INSURANCE COMPANY	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	23	380		KS	STEVENS	T032S-R036W-024 SE	
5026-5432-01	L034593001	LENORA JORDAN ET VIR	JOE E DENHAM	09/21/1943	KS, STEVENS COUNTY	12	547		KS	STEVENS	T032S-R036W-032 N/SW	
											T032S-R036W-032 N/SW/SW	
											T032S-R036W-032 SE/SW	
											T032S-R036W-032 SE/SW/SW	
5026-5432-02	L034593002	STANDARD ROYALTIES OF CANADA INC	JOE E DENHAM	09/14/1944	KS, STEVENS COUNTY	13	19		KS	STEVENS	T032S-R036W-032 N/SW	
											T032S-R036W-032 N/SW/SW	
											T032S-R036W-032 SE/SW	
											T032S-R036W-032 SE/SW/SW	
5026-5433-00	L034594000	G G RAILSBACK ET AL	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	14	151		KS	STEVENS	T032S-R036W-032 SW/SW/SW	
5026-5434-00	L034595000	EARL ROBINSON	T J WAGNER JR		KS, STEVENS COUNTY	12	317		KS	STEVENS	T032S-R036W-032 NE	
5026-5435-01	L034596001	PHILIP FRIEDMAN ET AL	A C MOORHEAD	05/17/1945	KS, STEVENS COUNTY	13	335		KS	STEVENS	T032S-R036W-031 E/SW	3
												4
5026-5435-02	L034596002	GERALDINE DENNIE ET VIR	NORTHERN NATURAL GAS COMPANY	01/10/1946	KS, STEVENS COUNTY	14	149		KS	STEVENS	T032S-R036W-031 E/SW	3
												4
5026-5435-03	L034596003	THE TEXAS COMPANY	NORTHERN NATURAL GAS COMPANY	05/13/1946	KS, STEVENS COUNTY	14	387		KS	STEVENS	T032S-R036W-031 E/SW	3
		LOS LIABO ET LI	NOTE IT IN THE CONTRACTOR		140 075145140 00111514				1.0	0751/5110		4
5026-5436-01	L034597001	JOE HARP ET AL	NORTHERN NATURAL GAS COMPANY	08/10/1942	KS, STEVENS COUNTY	11	187		KS	STEVENS	T033S-R036W-005 S/NW	3
			NOTE IT IN THE CONTRACTOR		140 075145140 00111514	11	187		KS	STEVENS		4
5026-5436-02	L034597002	MARY B MINTEER ET AL	NORTHERN NATURAL GAS COMPANY	08/10/1942	KS, STEVENS COUNTY	11	189		KS	STEVENS	T033S-R036W-005 S/NW	3
		W. W	NOTE IT IN THE CONTRACTOR		140 075145140 00111514	_			1.0	0751/5110		4
5026-5437-00	L034598000	WM L SHARP & CO ET AL	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	9	247		KS	STEVENS	T033S-R035W-029 SE	
5026-5438-00	L034599000	ELIZABETH M WATKINS	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	9	487		KS	STEVENS	T033S-R035W-029 SW	
5026-5439-00	L034600000	HENRY W GLASS ET UX	SINCLAIR PRAIRIE OIL COMPANY		KS, STEVENS COUNTY	10	1		KS	STEVENS	T033S-R036W-029 NE	-
5026-5440-00	L034601000	JOHN SHUSS ET AL	C H RESER		KS, STEVENS COUNTY	3	187		KS	STEVENS	T033S-R035W-029 NW	
5026-5441-00 5026-5442-00	L034602000	ARTHUR H KEATING ET AL	NORTHERN NATURAL GAS COMPANY NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	14	473		KS	STEVENS	T032S-R035W-005 S	
5026-5442-00	L034603000	KANSAS UNIVERSITY ENDOWMENT ASSN TTEE	NORTHERN NATURAL GAS COMPANY	03/19/1946	KS, STEVENS COUNTY	14	369		KS	STEVENS	T032S-R035W-005 NE	
5000 5440 00	1.004004000	W O LIQUE ET LIV	NORTHERNINATURAL CAC COMPANY	40/00/4040	KO OTEVENO OOUNTY	14	404		140	STEVENS	TOOOL DOOLN OOL NIN	
5026-5443-00	L034604000	W C LIGHT ET UX	NORTHERN NATURAL GAS COMPANY	10/22/1946	KS, STEVENS COUNTY	14	421		KS	STEVENS	T032S-R035W-005 NW	
F000 F444 00	1.024605000	ADTUUD U KEATING ET AL	NORTHERN NATURAL CAS COMPANY	11/07/1046	KS, STEVENS COUNTY	1.4	465		VC.	STEVENS	T0226 D025W 007 F	
5026-5444-00 5026-5445-00	L034605000 L034606000	ARTHUR H KEATING ET AL THELMA D STEPHENS ET AL	NORTHERN NATURAL GAS COMPANY NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	14	465 483		KS KS	STEVENS	T032S-R035W-007 E T032S-R035W-007 E/SW	2
5020-5445-00	LU340U0UUU	I THELINIA D STEPHENS ET AL	NON THERN NATURAL GAS COMPANY	01/06/1947	NO, STEVENS COUNTY	14	403		NO	SIEVEINS	10323-R033VV-007 E/3VV	J /
5026-5446-00	L034607000	J C MARTY ET UX	NORTHERN NATURAL GAS COMPANY	05/00/1046	KS, STEVENS COUNTY	1.4	249		KS	STEVENS	T032S-R035W-007 E/NW	4
3020-3440-00	LU340U/UUU	J C WANT ET UX	NON THERN NATURAL GAS COMPANY	05/09/1946	NO, STEVENS COUNTY	14	249		NO	SIEVEINS	10323-KU35VV-UU/ E/IVVV	2
E026 E447 00	L034608000	THELMA D STEPHENS ET AL	NODTHEDN NATUDAL CAS COMPANY	04/06/4047	KS, STEVENS COUNTY	1.1	483		KS	STEVENS	T032S-R035W-008 NW	
5026-5447-00 5026-5448-00	L034608000 L034609000	THELMA D STEPHENS ET AL	NORTHERN NATURAL GAS COMPANY NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	14	483		KS	STEVENS	T032S-R035W-008 NW	-
5026-5448-00	L034609000 L034610000	ADDIE L HUBBARD	NORTHERN NATURAL GAS COMPANY  NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	12	45		KS	STEVENS	T032S-R035W-008 SE	-
5026-5450-00	L034610000	LEONARD VERNON KOENIG ET AL	NORTHERN NATURAL GAS COMPANY		KS, STEVENS COUNTY	14	603		KS	STEVENS	T032S-R035W-008 NE	
ე∪-06450-0∪	LU34611UUU	LEONARD VERNON KOENIG ET AL	INOR THEKN NATUKAL GAS COMPANY	04/09/1947	NO, OTEVENO COUNTY	14	0U3		NO	SIEVENS	10329-K035W-008 NE	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