

### 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:	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.	[_]E[_]W							
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 H.  Type of Pit: Emergency Burn	feet from N / S Line of Secture  feet from E / W Line of Secture  Settling Haul-Off Workover Drilling								
Past Operator's License No.	Contact Person:								
Past Operator's Name & Address:		Phone:							
	Date:								
Title:									
New Operator's License No.	Contact Person:								
New Operator's Name & Address:	Phone:								
	Oil / Gas Purchaser:								
	 Date:								
	ansfer of injection authorization, surface pit permit #ansas Corporation Commission. This acknowledgment of transfer pertains to Karship interest in the above injection well(s) or pit permit.								
is a	cknowledged as is a	acknowledged as							
the new operator and may continue to inject fluids a	the new operator of the above named lease containing	g the surface pi							
Permit No.: Recommended action:	permitted by No.:								
Date:	 Date:								
Authorized Signature	Authorized Signat	ure							
DISTRICT EPR	PRODUCTION UIC								



1364228

#### Must Be Filed For All Wells

KDOR Lease	No.:		_				
* Lease Name:			* Location:				
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)		
		Circle FSL/FNL	Circle FEL/FWL		-		
		FSL/FNL	FEL/FWL		_		
		FSL/FNL	FEL/FWL				
		FSL/FNL	FEL/FWL				
		FSL/FNL	FEL/FWL				
		FSL/FNL	FEL/FWL				
		FSL/FNL	FEL/FWL				
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		FSL/FNL	FEL/FWL				
		FSL/FNL	FEL/FWL				
		FSL/FNL	FEL/FWL				
		FSL/FNL			_		

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.



### 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:	(Cathodic Protection Borehole Intent)
OPERATOR: License #	Well Location:
Name:	
Address 1:	
Address 2:	·
City: State: Zip:+	
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	and the second testing and the second and the second and the second second testing and the second testing and testing and the second testing and the second testing and testing at the second
City: State: Zip:+	
the KCC with a plat showing the predicted locations of lease roads, tale 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.
Select one of the following:	
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 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 CF	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 Morgan Unit lease, Section 6, Township 33S, Range 39W, Morton County, Kansas.



Morton County, Kansas Stephanie Sinclair, Register of Deeds Book: 178 Page: 627

Receipt #: 21410 Pages Recorded: 32 Total Fees: \$132.00

Date Recorded: 8/22/2014 4:37:56 PM

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

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COUNTY OF MORTON

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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;

			EXHII	BIT									
	Leases												
	KANSAS AND OKLAHOMA												
Legacy Number	Lease Number		Lessee	Lease Date		State, County	Book	Page	Registry	_	St Rec County	•	Lot(s)
5026-4510-00	L033744000	EDWARD SCOTT RAYDURE ET AL	REPUBLIC NATURAL GAS COMPANY			TEVENS COUNTY	11	595		KS	STEVENS	T035S-R037W-009 SE	
5026-4511-00	L033745000	JOSEPH THOR ET UX	REPUBLIC NATURAL GAS COMPANY	01/14/1943	KS, S	TEVENS COUNTY	11	405		KS	STEVENS	T034S-R036W-007 E/SW	3
5000 4540 00	1 0007 10000	WALTED DOLINOTENOS!	DEDURE IO MATURAL CAO COMPANY	04/44/4040	140.0	TE\ /ENIO OOLINT\/	4.4	007		140	OTEVENIO	TOO AO DOOTINA OOO NIINA	4
5026-4512-00	L033746000 L033747000	WALTER BOHNSTENGEL	REPUBLIC NATURAL GAS COMPANY			TEVENS COUNTY	11	397 336		KS	STEVENS STEVENS	T034S-R037W-032 NW	
5026-4513-00 5026-4514-00	L033747000 L033748000	W F RHINEHART ET AL J PAUL BURNS	MISSOURI VALLEY GAS CORPORATION REPUBLIC NATURAL GAS COMPANY			TEVENS COUNTY TEVENS COUNTY	40	38		KS	STEVENS	T033S-R036W-009 NW T034S-R037W-031 SE	
5026-4515-00	L033748000 L033749000	CENTRAL LIFE ASSURANCE SOCIETY	MISSOURI-VALLEY GAS CORPORATION			TEVENS COUNTY 8	8	163		KS	STEVENS	T0345-R037W-031 SE	-
5026-4516-00	L033750000	CENTRAL LIFE ASSURANCE SOCIETY	MISSOURI-VALLEY GAS CORPORATION			TEVENS COUNTY	8	164		KS	STEVENS	T033S-R037W-036 NW	-
5026-4517-00	L033751000	MINNIE GREENFIELD	REPUBLIC NATURAL GAS COMPANY			TEVENS COUNTY	11	529		KS	STEVENS	T033S-R038W-027 NE	
5026-4518-00	L033752000	A O MANGELS ET UX	MISSOURI VALLEY GAS CORPORATION			IORTON COUNTY	8	258		KS	MORTON	T033S-R039W-029 E/SE	
5026-4519-00	L033753000	CENTRAL LIFE ASSURANCE SOCIETY	MISSOURI VALLEY GAS CORPORATION			TEVENS COUNTY	8	177		KS	STEVENS	T033S-R036W-008 NE	
5026-4520-00	L033754000	MAUD COLLINGWOOD	MISSOURI VALLEY GAS CORPORATION			TEVENS COUNTY	8	178		KS	STEVENS	T034S-R036W-007 NE	
5026-4521-00	L033755000	FRED W DOLD ET AL	REPUBLIC NATURAL GAS COMPANY	01/15/1943	KS, S	TEVENS COUNTY	11	531		KS	STEVENS	T032S-R038W-001 S/NE	1
													2
5026-4522-00	L033756000	BEN SCHAAPVELD ET UX	REPUBLIC NATURAL GAS COMPANY	01/15/1943	KS, S	TEVENS COUNTY	11	530		KS	STEVENS	T035S-R037W-002 SW	
5026-4523-00	L033757000	ABBIE J CLYMER	REPUBLIC NATURAL GAS COMPANY			TEVENS COUNTY	11	395		KS	STEVENS	T035S-R038W-001 SE	
5026-4524-00	L033758000	RAYMOND D GUSTASON ET UX	MISSOURI VALLEY GAS CORPORATION	02/09/1937	KS, S	TEVENS COUNTY	8	183		KS	STEVENS	T032S-R038W-029 SE	
												T032S-R038W-029 W	
												T032S-R038W-032 W	
5026-4525-00	L033759000	MINNIE S MANGELS ET VIR	MISSOURI VALLEY GAS CORPORATION			IORTON COUNTY	8	284		KS	MORTON	T034S-R039W-006 SE	
5026-4526-00	L033760000	L M TILLETT ET UX	REPUBLIC NATURAL GAS COMPANY			IORTON COUNTY	9	340		KS	MORTON	T034S-R039W-020 SE	-
5026-4527-00	L033761000	JENNIE KEYES ET VIR	REPUBLIC NATURAL GAS COMPANY		_	TEVENS COUNTY	11	391		KS	STEVENS	T034S-R037W-008 SW	
5026-4528-00 5026-4529-00	L033762000 L033763000	JENNIE KEYES ET VIR EMMA L KNOBLAUCH ET AL	REPUBLIC NATURAL GAS COMPANY REPUBLIC NATURAL GAS COMPANY			TEVENS COUNTY TEVENS COUNTY	12	409 21		KS	STEVENS	T034S-R037W-009 S/NE T032S-R038W-011 NW	
5026-4529-00	L033763000 L033764000	FLOYD A THOMAS ET AL	MISSOURI VALLEY GAS CORPORATION		-,-	IORTON COUNTY	0	375		KS	MORTON	T032S-R039W-007 E/NW	1
3020-4330-00	L033704000	I EOTD A THOMAS ET AL	WIGSOURI VALLET GAS CORFORATION	02/13/1937	IXO, IVI	IORTON COUNTT	0	313		NO	WORTON	10333-R039W-007 E/NW	2
5026-4531-00	L033765000	PAUL W LIGHT	REPUBLIC NATURAL GAS COMPANY	01/19/1943	KS S	TEVENS COUNTY	12	2		KS	STEVENS	T033S-R038W-029 SE	
5026-4532-00	L033766000	WILEY SMITH ET AL	MISSOURI VALLEY GAS CORPORATION			TEVENS COUNTY	8	309		KS	STEVENS	T032S-R038W-024 NW	
5026-4533-00	L033767000	JESSIE V PRIDE ET AL	MISSOURI VALLEY GAS CORPORATION			TEVENS COUNTY	8	330		KS	STEVENS	T033S-R037W-025 NW	
												T033S-R037W-025 SE	
5026-4534-00	L033768000	R L L BARNSTABLE ET UX	REPUBLIC NATURAL GAS COMPANY	01/15/1943	KS, S	TEVENS COUNTY	11	425		KS	STEVENS	T032S-R037W-020 NE	
5026-4535-00	L033769000	CHRISTIANA C SMITH ET AL	MISSOURI VALLEY GAS CORPORATION	03/23/1937	KS, S	TEVENS COUNTY	8	321		KS	STEVENS	T033S-R037W-013 NW	
5026-4536-00	L033770000	DOLLIE THOMPSON	MISSOURI VALLEY GAS CORPORATION	02/02/1937	KS, M	IORTON COUNTY	8	401		KS	MORTON	T034S-R039W-017 NW	
5026-4537-00	L033771000	J L CAPLINGER	REPUBLIC NATURAL GAS COMPANY			TEVENS COUNTY	11	403		KS	STEVENS	T034S-R037W-022 NW	
5026-4538-00	L033772000	WILLIAM W HOFEN ET UX	MISSOURI VALLEY GAS CORPORATION			IORTON COUNTY	8	410		KS	MORTON	T033S-R040W-013 NW	
5026-4539-00	L033773000	ELMO LODGE OF PERFECTION	REPUBLIC NATURAL GAS COMPANY			TEVENS COUNTY	8	338		KS	STEVENS	T033S-R037W-013 E	
5026-4540-00	L033774000	ELMO LODGE OF PERFECTION	REPUBLIC NATURAL GAS COMPANY			TEVENS COUNTY	13	111		KS	STEVENS	T034S-R036W-011 N	
5026-4541-00	L033775000	WESTROY CORPORATION	REPUBLIC NATURAL GAS COMPANY			TEVENS COUNTY	8	424		KS	STEVENS	T034S-R038W-007 SW	
5026-4542-00	L033776000	LESTER M COBB ET AL	REPUBLIC NATURAL GAS COMPANY	01/21/1943	KS, S	TEVENS COUNTY	11	421		KS	STEVENS	T033S-R036W-007 SE	-
5026-4543-00	L033777000	GEORGE W CURRY	REPUBLIC NATURAL GAS COMPANY	40/04/4040	VC 0	TEVENS COUNTY	11	519		KS	STEVENS	T033S-R036W-008 SW T034S-R039W-010 SE	
5026-4543-00	L033777000 L033778000	CHARLES D IPSON ET UX	REPUBLIC NATURAL GAS COMPANY REPUBLIC NATURAL GAS COMPANY			IORTON COUNTY	0	327		KS	MORTON	T034S-R039W-010 SE T033S-R039W-020 SE	_
JUZU-4344-UU	LU33110000	OFFICIAL DESCRIPTION	INEF OBLIC NATURAL GAS COMPANT	12/05/1942	. NO, IVI	IONTON COUNTY	3	JZI		NΟ	IVIORTOIN	T033S-R039W-020 SE	
5026-4545-00	L033779000	GLEN PHIFER ET AL	REPUBLIC NATURAL GAS COMPANY	01/21/10/13	KS S	TEVENS COUNTY	11	415		KS	STEVENS	T034S-R037W-022 SE	
5520 1010-00	_300,73000	CELLY IN EIVE I ME	THE SELECTION OF STATE OF STAT	51/21/1545	, 1.0, 0		**	110		1.0	0.272,40	T034S-R037W-022 SE	
5026-4546-00	L033780000	DALE S MCCOY ET UX	REPUBLIC NATURAL GAS COMPANY	11/13/1937	KS. S	TEVENS COUNTY	8	521		KS	STEVENS	T033S-R037W-035 W	
5026-4547-00	L033781000	VELMA EDGAR	REPUBLIC NATURAL GAS COMPANY		-,-		14	475		KS	STEVENS	T035S-R037W-014 NW	
5026-4548-00	L033782000	CENTRAL LIFE ASSURANCE SOCIETY	REPUBLIC NATURAL GAS COMPANY			TEVENS COUNTY 8	8	452		KS	STEVENS	T033S-R037W-005 S/NE	1
						İ							2
5026-4549-00	L033783000	NORTH AMERICAN LIFE INSURANCE COMPANY OF CHICAGO	A C MOORHEAD	01/17/1938	KS, S	TEVENS COUNTY						T035S-R038W-008 SW	
5026-4550-00	L033784000	CHARLES READY ET AL	REPUBLIC NATURAL GAS COMPANY	03/19/1938	KS, S	TEVENS COUNTY !	9	53		KS	STEVENS	T032S-R037W-020 NW	

#### CONVEYANCE, ASSIGNMENT AND BILL OF SALE

State of Kansas §

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County of Morton §

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