KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1366110

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 A
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	vith the Kansas Surface Owner Notification Act, tted with this form.
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells**	
Gas Gathering System:	KS Dept of Revenue Lease No.:
	Lease Name:
Saltwater Disposal Well - Permit No.: Spot Location:	Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	Country
Number of Injection Wells **	County:
	Production Zone(s):
Field Name:	Injection Zone(s):
** Side Two Must Be Completed.	
Surface Pit Permit No.:	feet from N / S Line of Section feet from E / W Line of Section 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:
Acknowledgment of Transfer: The above request for transfer of injection noted, approved and duly recorded in the records of the Kansas Corporation Commission records only and does not convey any ownership interest in the	Commission. This acknowledgment of transfer pertains to Kansas Corporation
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
Date: Authorized Signature	Date: Authorized Signature
DISTRICT EPR	PRODUCTION UIC

1366110

Side Two Must Be Filed For All Wells

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)	
FSL/FNL FEL/FWL FSL/FNL FEL/FWL FSL/FNL FEL/FWL	
FSL/FNL FEL/FWL	
FSL/FNL FEL/FWL	
FSL/FNLFEL/FWL	
FSL/FNL FEL/FWL	
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FSL/FNLFEL/FWL	
FSL/FNLFEL/FWL	
FSL/FNLFEL/FWL	
FSL/FNL FEL/FWL	
FSL/FNLFEL/FWL	
FSL/FNLFEL/FWL	

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.

OIL & GAS CONS CERTIFICATION OF C	ATION COMMISSION 1366110 ERVATION DIVISION Form Must Be Typed OMPLIANCE WITH THE NER NOTIFICATION ACT
T-1 (Request for Change of Operator Transfer of Injection	f Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); or Surface Pit Permit); and CP-1 (Well Plugging Application). ompanying Form KSONA-1 will be returned. Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Surface Owner Information: Name: Address 1: Address 2: City:	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.

_____ Signature of Operator or Agent: _____ Title: _____ Title: _____ Date:

METHERD UNIT GRANT COUNTY ADDITIONAL SURFACE OWNER ADDRESS'S

YOUNG, KATHERINE P, TOD, ETAL 4214 TWIN SILO DR BLUEBELL, PA 19422

SHAPLAND, LEON 10436 N RD L ULYSSES, KS 67880

RAKES, EVELYN ATTN: MOYER, JAMES C 2158 E RD 5 ULYSSES, KS 67880 The entire lease assignment can be found as an attachment to the T-1 for the Barnes OF Unit lease, Section 16, Township 27S, Range 38W, Grant County, Kansas.

				ABOSC- Grant, KS			
	BOOK 37	OIL AND GAS	PAGE 394				
		22nd DA 20 14 AT 2:45 DULY RECORDED IN BOOK 3 AT PAGE(S) 394-440 FEE \$ 192.00	FILED FOR RECORD	ON THE A.D. P.M. AND			
	Prepared By: Warren J. Ludlow, XTO Energy Vice President & Assoc. General Counsel	Inc	Y. McDANIEL				
	After Recording Return To: LINN Energy Holdings, LLC	REGIST	ER OF DEEDS	$- \left[\left(\begin{array}{c} 2 \\ 2 \\ 3 \\ 3 \\ 3 \\ 3 \\ 3 \\ 3 \\ 3 \\ 3 \\$			
	Attn: General Counsel 600 Travis Street, Suite 5100	Dana Y. McDaniel	ung .	GRANT /			
	Houston, Texas 77002			Contraction and			
ASSIGNMENT, BILL OF SALE AND CONVEYANCE Reception							
	THE STATE OF KANSAS	Ş		Numerical Outon Direct			
	COUNTY OF GRANT	9 §		Computer Comp. Orig. Comp. 2013			

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 THIS (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;

			EXHI	ыт								
			Leas	es								
			KANSAS AND	OKLAHOMA								
Legacy Number			Lessee	Lease Date		Book	Page	Registry		t Rec County		Lot(s)
5026-4001-00	L033321000	A P ATKINS ET UX	MAGNOLIA PETROLEUM COMPANY	04/28/1945	KS, HASKELL COUNTY	6	429		KS	HASKELL	T027S-R033W-007 E/NW	1
						6	429		KS	HASKELL	T027S-R033W-007 NE	2
											10275-R033W-007 NE	1
5026-4002-00	L033322000	A P ATKINS ET UX	MAGNOLIA PETROLEUM COMPANY	04/28/1945	KS, FINNEY COUNTY	14	542		KS	FINNEY	T026S-R033W-032 W	2
0020 4002 00	LUUUULLUUU			04/20/1040		14	542		KS	FINNEY		· · · ·
5026-4003-01	L033323001	CARL MOYER ET UX	MAGNOLIA PETROLEUM COMPANY	04/09/1945	KS, GRANT COUNTY	8	73		KS	GRANT	T027S-R036W-028 SE	
5026-4004-00	L033324000	EDGAR W JARVIS ET UX	PINEY OIL AND GAS COMPANY		KS, GRANT COUNTY	3	311		KS	GRANT	T027S-R036W-030 NE	
5026-4005-00	L033325000	CARL MOYER ET UX	COLUMBIAN FUEL CORPORATION	05/24/1940	KS, GRANT COUNTY	5	51		KS	GRANT	T027S-R036W-030 E/SW	3
												4
5026-4006-00	L033326000	ANNETTA P EARLOUGHER ET VIR	COLUMBIAN FUEL CORPORATION		KS, GRANT COUNTY	7	72		KS	GRANT	T029S-R036W-026 NW	
5026-4007-01	L033327001	ERNEST R DOWNIE ET UX	MAGNOLIA PETROLEUM COMPANY		KS, GRANT COUNTY	8	83		KS	GRANT	T027S-R037W-023 W	
5026-4008-00	L033328000	EDNA B PETRO ET VIR	MAGNOLIA PETROLEUM COMPANY	07/17/1945	KS, GRANT COUNTY	8	110		KS	GRANT	T027S-R035W-007 E/NW	1
5000 4000 00	1.00000000			40/00//2217		10	000		1/0		T0050 D005W 004 N	2
5026-4009-00	L033329000 L033330000	CLARENCE R HOLDRIDGE ESTATE	MAGNOLIA PETROLEUM COMPANY MAGNOLIA PETROLEUM COMPANY		KS, KEARNY COUNTY KS, FINNEY COUNTY	13	233		KS KS	KEARNY	T025S-R035W-021 N T026S-R034W-013 N	
5026-4010-00 5026-4011-01	L033330000	JENNIE BARKER			KS, FINNEY COUNTY	15 15	47 49		KS	FINNEY	T026S-R034W-013 N T026S-R034W-023 E/SE	
5026-4011-01	L033331001			05/05/1945	KS, FINNET COUNTT	15	49		NO.		T026S-R034W-023 E/SE T026S-R034W-023 NE	
											T026S-R034W-023 W	
											T026S-R034W-023 W/SE	
5026-4012-00	L033332000	JENNIE BARKER	MAGNOLIA PETROLEUM COMPANY	05/05/1945	KS. FINNEY COUNTY	15	48		KS	FINNEY	T026S-R034W-024 W	
5026-4013-00	L033333000	RAYE GREENSLATE	MAGNOLIA PETROLEUM COMPANY		KS, FINNEY COUNTY	15	50		KS	FINNEY	T026S-R034W-035 N	
5026-4014-00	L033334000	J P SULLIVAN ET UX	MAGNOLIA PETROLEUM COMPANY	07/17/1946	KS, GRANT COUNTY	9	185		KS	GRANT	T029S-R036W-027 SE	
5026-4015-00	L033335000	JOHN R MICKEY ET UX	NORTHERN NATURAL GAS COMPANY	04/22/1943	KS, GRANT COUNTY	6	215		KS	GRANT	T030S-R035W-033 S	
5026-4016-00	L033336000	A L INGLES	PANHANDLE EASTERN PIPE LINE COMPANY	01/01/1947	KS, GRANT COUNTY	7	134		KS	GRANT	T029S-R036W-027 S/NW	
											T029S-R036W-027 SW	
5026-4017-00	L033337000	HUGH HOOPER ET UX	MAGNOLIA PETROLEUM COMPANY	06/10/1947	KS, GRANT COUNTY	10	79		KS	GRANT	T030S-R035W-027 E/NW	
											T030S-R035W-027 N/SW	
											T030S-R035W-027 W/NE	
5026-4018-00	L033338000	FEDERAL FARM MORTGAGE CORP	UNITED PRODUCING COMPANY INC	12/00/1040	KS, STEVENS COUNTY	106	202		KS	STEVENS	T030S-R035W-027 W/NW T031S-R036W-007 E/SW	
5026-4016-00	L033336000		UNITED PRODUCING COMPANY INC	12/09/1940	KS, STEVENS COUNTY	106	202		NO.	STEVENS	1031S-R036W-007 E/SW	
											T031S-R037W-012 SE	
5026-4019-00	L033339000	J W BROLLIER ET UX	ALDEN W FOSTER	04/30/1934	KS, STEVENS COUNTY	7	170		KS	STEVENS	T031S-R036W-007 E/NW	1
					- /							2
5026-4020-00	L033340000	WILLIAM J FOX ET UX	ALDEN W FOSTER	04/26/1934	KS, STEVENS COUNTY	7	145		KS	STEVENS	T031S-R036W-007 SE	
5026-4021-00	L033341000	JAMES W BROLLIER	UNITED PRODUCING COMPANY INC	02/05/1938	KS, STEVENS COUNTY	9	63		KS	STEVENS	T031S-R036W-007 NE	
5026-4022-00	L033342000	R A CRAWFORD ET UX	MAGNOLIA PETROLEUM COMPANY	08/02/1945	KS, GRANT COUNTY	8	113		KS	GRANT	T030S-R035W-033 E/NW	
											T030S-R035W-033 S/NE	
5026-4023-01	L033343001	JUANITA FRANCES PHILLIPS ET VIR	MAGNOLIA PETROLEUM COMPANY	09/14/1945	KS, STEVENS COUNTY	13	601		KS	STEVENS	T031S-R035W-020 N/NE	
						1.0				0751/51/5	T031S-R035W-020 S/NE	
5026-4024-01	L033344001				KS, STEVENS COUNTY	13	603		KS	STEVENS	T031S-R035W-017 SE	
5026-4026-00	L033345000	MILTON M THUROW ET AL	UNITED PRODUCING COMPANY INC	03/08/1941	KS, STEVENS COUNTY	10	265		KS	STEVENS	T031S-R036W-006 E/SW	3
	+	1			+	+	+		+	+	+	5
												6
	1				1	1	1		1	1	1	7
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CONVEYANCE, ASSIGNMENT AND BILL OF SALE

State of Kansas	§
	§
County of Grant	§

THIS CONVEYANCE, ASSIGNMENT AND BILL OF SALE (this "<u>Conveyance</u>"), dated July 31, 2017 but effective as of 7:00 a.m. (Central Daylight Time) on May 1, 2017 (the "<u>Effective Time</u>"), 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 ("<u>Assignor</u>"), and Scout Energy Group III, LP, a Texas limited partnership having an address of 4901 LBJ Freeway, Suite 300, Dallas, Texas 75244 ("<u>Assignee</u>"). Assignor and Assignee are sometimes referred to herein individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>."

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 "<u>Oil and Gas Assets</u>"):

(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, <u>Exhibit A</u> (collectively, the "<u>Subject Interests</u>");

(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