UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): February 19, 2013

LinnCo, LLC

Linn Energy, LLC

(Exact name of registrant as specified in its charter)

Delaware	**001-35695**	**45-5166623**
Delaware	**000-51719**	**65-1177591**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

600 Travis, Suite 5100
Houston, Texas **77002**
(Address of principal executive offices) **(Zip Code)**

(281) 840-4000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry Into a Material Definitive Agreement.

Agreement and Plan of Merger

On February 20, 2013, LinnCo, LLC ("LinnCo") and Linn Energy, LLC ("LINN") entered into an Agreement and Plan of Merger (the "Merger Agreement") with Berry Petroleum Company ("Berry"), Linn Acquisition Company, LLC, a wholly owned subsidiary of LinnCo ("LinnCo Merger Sub"), Bacchus HoldCo, Inc., a direct wholly owned subsidiary of Bacchus ("HoldCo"), and Bacchus Merger Sub, Inc., a direct wholly owned subsidiary of HoldCo ("Bacchus Merger Sub"). The Merger Agreement provides that, upon the terms and subject to the conditions set forth in the Merger Agreement, (i) Bacchus Merger Sub will be merged with and into Berry (the "HoldCo Merger"), with Berry continuing as the surviving corporation and as a direct wholly owned subsidiary of HoldCo; (ii) following the HoldCo Merger, Berry will be converted from a Delaware corporation into a Delaware limited liability company (the "Conversion"); (iii) following the Conversion, HoldCo will be merged with and into LinnCo Merger Sub (the "LinnCo Merger"), with LinnCo Merger Sub continuing as the surviving company; and (iv) following the LinnCo Merger, LinnCo will contribute all of the outstanding equity interests in LinnCo Merger Sub to LINN (the "Contribution") in exchange for the issuance to LinnCo (the "Issuance") of newly issued units representing limited liability company interests in LINN ("LINN Units").

The HoldCo Merger, the Conversion, the LinnCo Merger, the Contribution and the Issuance are collectively referred to herein as the "Transactions."

Under the terms of the Merger Agreement, each outstanding share of Berry common stock will be converted into one newly issued share of HoldCo common stock in the HoldCo Merger, and HoldCo stockholders will have the right to receive, for each share of HoldCo common stock they own, 1.25 newly issued LinnCo common shares (the "Exchange Ratio") in the LinnCo Merger.

In connection with the Transactions, each stock option outstanding under the Berry's equity plans immediately prior to the HoldCo Merger effective time will be converted into a stock option representing an option to acquire LINN Units with equivalent terms and conditions, as adjusted to reflect the Exchange Ratio and for differences in the trading prices of LINN Units and LinnCo common shares in the period prior to the closing of the LinnCo Merger. Each unvested restricted stock unit outstanding under Berry's equity plans immediately prior to the HoldCo Merger effective time (excluding any restricted stock unit held by a current or former non-employee director of Berry and any performance-based restricted stock unit) will be converted into a restricted stock unit in respect of LINN Units, as adjusted to reflect the Exchange Ratio and for differences in the trading prices of LINN Units and LinnCo common shares in the period prior to the closing of the LinnCo Merger. Each performance-based restricted stock unit, each vested restricted stock unit and each restricted stock unit held by a current or former non-employee director of Berry, in each case outstanding under the Berry's equity plans immediately prior to the HoldCo Merger effective time, will be converted into LinnCo common shares, in an amount calculated based on the Exchange Ratio.

The closing of the Transactions is conditioned on (1) adoption of the Merger Agreement by holders of a majority of the outstanding shares of Berry's common stock, (2) approval of the issuance of LinnCo common shares by a majority of the votes cast by holders of LinnCo common shares at a meeting at which a quorum is present, (3) approval of certain amendments to LinnCo's LLC agreement and the Contribution by holders of a majority of the outstanding LinnCo common shares, (4) approval of the Issuance by a majority of the votes cast by holders of LINN Units at a meeting at which a quorum is present, (5) receipt of certain opinions by the parties with respect to the tax-free nature of the Transactions, and (6) other customary conditions such as expiration of the waiting period under the Hart-Scott-Rodino Act.

The summary of the Merger Agreement in this Current Report on Form 8-K does not purport to be complete and is qualified by reference to the full text of the Merger Agreement, which is filed as Exhibit 2.1 to the Current Report on Form 8-K filed by Berry with the U.S. Securities and Exchange Commission (the "SEC") on February 21, 2013, and is incorporated herein by reference.

Contribution Agreement

On February 20, 2013, LinnCo and LINN entered into a Contribution Agreement (the "Contribution Agreement") with respect to the Contribution and the Issuance that will take place following the LinnCo Merger, as described above. Under the Contribution Agreement, the number of LINN Units to be issued to LinnCo in the Issuance will be equal to the greater of (i) the aggregate number of LinnCo common shares issued in the LinnCo Merger and (ii) the number of LINN Units required to cause LinnCo to own no less than one-third of all of the outstanding LINN Units following the Contribution.

The Contribution Agreement provides that LinnCo will receive from LINN special distributions of $6 million, or $0.06 per unit, in each of 2013, 2014 and 2015 in respect of deferred tax liabilities of LinnCo that result from the consummation of the Transactions. In addition, the Contribution Agreement provides that in the event that, within seven years following the Contribution, LINN desires to effect a disposition of a material portion of the assets acquired in a manner that results in a material increase to the tax

liability of LinnCo resulting from the allocation of income or gain pursuant to Section 704(c) of the Internal Revenue Code of 1986, as amended (a "Material Disposition Transaction"), such a Material Disposition Transaction would be required to be approved by an independent committee appointed for such purpose by LinnCo's board of directors.

The terms of the Contribution Agreement were negotiated and approved by the conflicts committee of the board of directors of LinnCo (the "LinnCo Conflicts Committee") and the conflicts committee of the board of directors of LINN (the "LINN Conflicts Committee" and, together with the LinnCo Conflicts Committee, the "Conflicts Committees"), with each of such Conflicts Committees recommending approval of the Contribution Agreement by their respective boards of directors. The Conflicts Committees, which were composed entirely of independent directors, each retained independent legal and financial counsel to assist them in evaluating and negotiating the Contribution Agreement.

The summary of the Contribution Agreement in this Current Report on Form 8-K does not purport to be complete and is qualified in its entirety by reference to the full text of the Contribution Agreement, which is filed as Exhibit 2.2 hereto, and is incorporated herein by reference.

The Merger Agreement and the Contribution Agreement and the above descriptions have been included to provide investors and security holders with information regarding the terms of the Merger Agreement and the Contribution Agreement. They are not intended to provide any other factual information about LinnCo, LINN, Berry or their respective subsidiaries or affiliates or equityholders. The representations, warranties and covenants contained in the Merger Agreement and the Contribution Agreement were made only for purposes of those agreements and as of specific dates; were solely for the benefit of the respective parties to the Merger Agreement and the Contribution Agreement; and may be subject to limitations agreed upon by the parties, including being qualified by confidential disclosures made by each contracting party to the other for the purposes of allocating contractual risk between them that differ from those applicable to investors. Investors should be aware that the representations, warranties and covenants or any description thereof may not reflect the actual state of facts or condition of LinnCo, LINN, Berry or any of their respective subsidiaries, affiliates, businesses, or equityholders. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Merger Agreement and the Contribution Agreement, which subsequent information may or may not be fully reflected in public disclosures by LinnCo, LINN or Berry. Accordingly, investors should read the representations and warranties in the Merger Agreement and the Contribution Agreement not in isolation but only in conjunction with the other information about LinnCo, LINN, Berry and their respective subsidiaries that the respective companies include in reports, statements and other filings they make with the SEC.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On February 19, 2013, Terrence S. Jacobs and Linda M. Stephens resigned from the board of directors of LINN to form the LinnCo Conflicts Committee in order to evaluate and consider the Contribution and Issuance on behalf of LinnCo and its public shareholders. Prior to his resignation, Mr. Jacobs served on the Audit Committee, the Compensation Committee and the Nominating and Governance Committee of the board of directors of LINN.

On February 19, 2013, David D. Dunlap and Jeffrey C. Swoveland resigned from the board of directors of LinnCo to form the LINN Conflicts Committee in order to evaluate and consider the Contribution and Issuance on behalf of LINN and its public unitholders. Prior to their resignation, each of Messrs. Dunlap and Swoveland served on the Audit Committee of the board of directors of LinnCo.

Item 7.01 Regulation FD Disclosure.

On February 21, 2013, Berry, LinnCo and LINN issued a joint press release announcing the execution of the Merger Agreement. The press release is attached hereto as Exhibit 99.1 and is incorporated into this Item 7.01 by reference.

The information in Exhibit 99.1 shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be incorporated by reference into any filing under the Securities Act of 1933, as amended.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description
2.1	Agreement and Plan of Merger, dated as of February 20, 2013, by and among Berry Petroleum Company, Bacchus HoldCo, Inc., Bacchus Merger Sub, Inc., LinnCo, LLC, Linn Acquisition Company, LLC and Linn Energy, LLC (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Berry Petroleum Company with the SEC on February 21, 2013)
2.2	Contribution Agreement, dated as of February 20, 2013, by and between LinnCo, LLC and Linn Energy, LLC
99.1	Joint Press release, dated February 21, 2013

Additional Information about the Proposed Transactions and Where to Find It

In connection with the proposed transactions, LinnCo intends to file with the SEC a registration statement on Form S-4 that will include a joint proxy statement of LinnCo, LINN and Berry that also constitutes a prospectus of LinnCo. Each of Berry, LINN and LinnCo also plan to file other relevant documents with the SEC regarding the proposed transactions. INVESTORS ARE URGED TO READ THE JOINT PROXY STATEMENT/PROSPECTUS AND OTHER RELEVANT DOCUMENTS FILED WITH THE SEC IF AND WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. You may obtain a free copy of the joint proxy statement/prospectus (if and when it becomes available) and other relevant documents filed by Berry, LINN and LinnCo with the SEC at the SEC's website at www.sec.gov. You may also obtain these documents by contacting LINN's and LinnCo's Investor Relations department at (281) 840-4193 or via e-mail at ir@linnenergy.com or by contracting Berry's Investor Relations department at (866) 472-8279 or via email at ir@bry.com.

Participants in the Solicitation

Berry, LINN and LinnCo and their respective directors and executive officers and other members of management and employees may be deemed to be participants in the solicitation of proxies in respect of the proposed transactions. Information about LINN's directors and executive officers is available in LINN's proxy statement dated March 12, 2012, for its 2012 Annual Meeting of Unitholders. Information about LinnCo's directors and executive officers is available in LinnCo's Registration Statement on Form S-1 dated June 25, 2012, as amended, with respect to its initial public offering of common shares. Information about Berry's directors and executive officers is available in Berry's proxy statement dated April 6, 2012, for its 2012 Annual Meeting of Stockholders. Other information regarding the participants in the proxy solicitations and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the joint proxy statement/prospectus and other relevant materials to be filed with the SEC regarding the proposed transactions when they become available. Investors should read the joint proxy statement/prospectus carefully when it becomes available before making any voting or investment decisions. You may obtain free copies of these documents from Berry, LINN or LinnCo using the sources indicated above.

This document shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the U.S. Securities Act of 1933, as amended.

Cautionary Note Regarding Forward-Looking Statements

This Current Report on Form 8-K and the press release included herewith contains forward-looking statements concerning the proposed transactions, its financial and business impact, management's beliefs and objectives with respect thereto, and management's current expectations for future operating and financial performance, based on assumptions currently believed to be valid. Forward-looking statements are all statements other than statements of historical facts. The words "anticipates," "may," "can," "plans," "believes," "estimates," "expects," "projects," "intends," "likely," "will," "should," "to be," and any similar expressions or other words of similar meaning are intended to identify those assertions as forward-looking statements. It is uncertain whether the events anticipated will transpire, or if they do occur what impact they will have on the results of operations and financial condition of LINN, LinnCo, Berry or of the combined company. These forward-looking statements involve significant risks and uncertainties that

could cause actual results to differ materially from those anticipated, including but not limited to the ability of the parties to satisfy the conditions precedent and consummate the proposed transactions, the timing of consummation of the proposed transactions, the ability of the parties to secure regulatory approvals in a timely manner or on the terms desired or anticipated, the ability of LINN to integrate the acquired operations, the ability to implement the anticipated business plans following closing and achieve anticipated benefits and savings, and the ability to realize opportunities for growth. Other important economic, political, regulatory, legal, technological, competitive and other uncertainties are identified in the documents filed with the SEC by Berry, LINN and LinnCo from time to time, including their respective Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, and Current Reports on Form 8-K. The forward-looking statements including in this Current Report on Form 8-K and the press release are made only as of the date hereof. None of Berry, LINN nor LinnCo undertakes any obligation to update the forward-looking statements included in this Current Report on Form 8-K or the press release to reflect subsequent events or circumstances.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LINN ENERGY, LLC
LINNCO, LLC

By: /s/ CANDICE J. WELLS
Candice J. Wells
Corporate Secretary

Date: February 21, 2013

EXHIBIT INDEX

Exhibit Number	Description
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2.2	Contribution Agreement, dated as of February 20, 2013, by and between LinnCo, LLC and Linn Energy, LLC
99.1	Joint Press release, dated February 21, 2013

Exhibit 2.2

EXECUTION VERSION

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "***Agreement***"), dated as of February 20, 2013, is made by and between LinnCo, LLC, a Delaware limited liability company ("***LinnCo***"), and Linn Energy, LLC, a Delaware limited liability company ("***Linn***"). The above-named entities are sometimes referred to in this Agreement each as a "***Party***" and collectively as the "***Parties***."

RECITALS

WHEREAS, contemporaneously with the execution and delivery of this Agreement, Berry Petroleum Company, a Delaware corporation (the "***Company***"), Bacchus HoldCo, Inc., a Delaware corporation and a direct wholly owned subsidiary of the Company ("***HoldCo***"), Bacchus Merger Sub, Inc., a Delaware corporation and a direct wholly owned subsidiary of HoldCo ("***Bacchus Merger Sub***"), LinnCo, Linn Acquisition Company, LLC, a Delaware limited liability company and a direct wholly owned subsidiary of LinnCo ("***LinnCo Merger Sub***"), and Linn are entering into that certain Agreement and Plan of Merger (the "***Merger Agreement***"), pursuant to which:

(a) Bacchus Merger Sub is being merged with and into the Company, with (i) each outstanding share of the Company's Class A common stock and Class B common stock (collectively, the "***Company Common Stock***") being converted into one share of HoldCo common stock and (ii) the Company surviving as a direct wholly owned subsidiary of HoldCo (the "***HoldCo Merger***");

(b) The Company is being converted from a Delaware corporation to a Delaware limited liability company (the "***Conversion***"); and

(c) HoldCo is being merged with and into LinnCo Merger Sub, with (i) each outstanding share of HoldCo common stock being converted into the right to receive 1.25 newly issued LinnCo common shares representing limited liability company interests in LinnCo ("***LinnCo Common Shares***") and (ii) LinnCo Merger Sub surviving as a direct wholly owned subsidiary of LinnCo (the "***LinnCo Merger***" and, collectively with the HoldCo Merger and the Conversion, the "***Transaction***").

WHEREAS, pursuant to this Agreement, and in connection with the Transaction, LinnCo will contribute all of the outstanding limited liability company interests in LinnCo Merger Sub (the "***Interests***") to Linn in exchange for the issuance by Linn of newly issued units representing limited liability company interests in Linn ("***Linn Units***") to LinnCo.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I

CONTRIBUTION AND ISSUANCE; CLOSING

At the Closing (as hereinafter defined), upon the terms and subject to the conditions set forth in this Agreement, the following transactions shall be completed as set forth below.

Section 1.1 *Contribution of Interests.* LinnCo shall contribute, assign and transfer the Interests to Linn (the "***Contribution***") in exchange for the issuance of Linn Units described in Section 1.2 hereof and Linn's assumption of all liabilities of LinnCo Merger Sub and the Company and, to the extent that LinnCo succeeds to any liability of HoldCo or the Company in connection with the LinnCo Merger, LinnCo.

Section 1.2 *Issuance of Linn Units and Assumption of Liabilities.* As consideration for the Contribution, Linn shall:

(a) issue to LinnCo a number of newly issued Linn Units equal to the greater of:

(i) the aggregate number of LinnCo Common Shares issuable by LinnCo in connection with the LinnCo Merger; and

(ii) the number of Linn Units as is necessary to cause LinnCo to own no less than one-third (1/3rd) of all of the outstanding Linn Units following the consummation of the transactions contemplated by this Agreement (the "***Issuance***"); and

(b) assume all of the liabilities of LinnCo Merger Sub and the Company and, to the extent that LinnCo succeeds to any liability of HoldCo or the Company in connection with the LinnCo Merger, LinnCo, excluding, for the avoidance of doubt, any federal, state or local tax liability of LinnCo solely resulting from LinnCo's ownership of Linn Units.

If, between the date of this Agreement and the Closing (as hereinafter defined), the outstanding shares of Company Common Stock, LinnCo Common Shares or Linn Units shall have been changed into a different number of shares or units or a different class of shares or units by reason of any equity dividend, subdivision, reorganization, reclassification, recapitalization, equity split, reverse equity split, combination or exchange of shares or units, or any similar event shall have occurred, then the number of Linn Units to be issued in the Issuance pursuant to clause (a)(i) of this Section 1.2 shall be equitably adjusted, without duplication, to proportionally reflect such change; provided that nothing in this Section 1.2 shall be construed to permit either Party to take any action with respect to its securities that is prohibited by the terms of the Merger Agreement.

Section 1.3 *Tax Liability Distributions*. In addition to any distribution to which LinnCo is entitled with respect to its Linn Units pursuant to Section 6.4 of the Third Amended and Restated Limited Liability Company Agreement of Linn, for each of the first three calendar years following the Closing of the Contribution (including the partial year following the Closing), Linn shall also make one or more special distributions in the aggregate amount of $6 million per year to LinnCo solely out of funds available to make "operating cash flow

distributions" (as such term is defined in Treasury Regulations Section 1.707-4(b)(2)); provided, however, that at the end of each of calendar year 2014 and 2015, the Parties shall work in good faith (i) to evaluate whether the amount distributed to LinnCo pursuant to this Section 1.3 has reasonably compensated LinnCo for the actual increase in tax liability to LinnCo, if any, resulting from the allocation of amortization, depletion, depreciation and other cost recovery deductions using the "remedial allocation method" pursuant to Treasury Regulations Section 1.704-3(d), with respect to the assets acquired in the Contribution and (ii) to make any adjustment to such distribution as mutually agreed.

Section 1.4 *Closing*. The closing of the transactions contemplated by this Agreement (the "***Closing***") shall take place at the offices of Latham & Watkins LLP, 811 Main Street, Suite 3700, Houston, Texas, promptly following the consummation of the Transaction on the closing date of the Transaction (the "***Transaction Closing Date***").

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES; DISCLAIMER

Section 2.1 *Representations and Warranties of LinnCo.* LinnCo hereby represents and warrants that:

(a) It is a limited liability company duly organized, validly existing and in good standing under the Laws (as hereinafter defined) of the State of Delaware, with all requisite limited liability company power and authority to own its properties and assets and to conduct its business as presently conducted;

(b) (i) It has all necessary limited liability company power and authority to execute and deliver this Agreement and, assuming the closing of the Transaction, to consummate the Contribution and Issuance, (ii) the execution, delivery and performance by it of this Agreement and the consummation by it of the Contribution and Issuance has been duly authorized by all necessary action on its part and (iii) no other action on its part is necessary to authorize the execution and delivery by it of this Agreement and the consummation of the Contribution and Issuance. The Board of Directors of LinnCo, acting in accordance with the recommendation of the Special Committee of the Board of Directors of LinnCo, has approved this Agreement and the Contribution and Issuance. This Agreement has been duly executed and delivered by LinnCo and, assuming due and valid authorization, execution and delivery hereof by Linn, is the valid and binding obligation of LinnCo enforceable against LinnCo in accordance with its terms, except as may be limited by (i) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other Laws affecting or relating to creditors' rights generally or (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law (the "***Remedies Exceptions***");

(c) The execution, delivery and performance by it of this Agreement will not conflict with or result in any violation of or constitute a breach of any of the terms or provisions of, or result in the acceleration of any obligation under, or constitute a default under any

provisions of: (i) its certificate of formation or limited liability company agreement or the certificate of formation or limited liability company agreement of LinnCo Merger Sub; (ii) any lien, encumbrance, security interest, pledge, mortgage, charge, other claim, bond, indenture, agreement, contract, franchise license, permit or other instrument or obligation to which it or LinnCo Merger Sub is a party or is subject or by which any of its or their assets or properties may be bound; (iii) any applicable laws, statutes, ordinances, rules or regulations promulgated by a governmental authority, orders of a governmental authority, judicial decisions, decisions of arbitrators or determinations of any governmental authority or court ("***Laws***"); or (iv) any material provision of any material contract to which it or LinnCo Merger Sub is a party or by which its or their assets are bound;

(d) All of the issued and outstanding equity interests of LinnCo Merger Sub are duly authorized and validly issued in accordance with the certificate of formation and limited liability company agreement of LinnCo Merger Sub and fully paid and non-assessable;

(e) It owns directly all of the Interests and has good and marketable title thereto, free and clear of all liens, encumbrances, security interests, pledges, mortgages, charges or other claims;

(f) At the time of the Closing, there will be no outstanding agreement, contract, option, commitment or other right or understanding in favor of, or held by, any person to acquire the Interests that has not been waived; and

(g) It is acquiring the Linn Units for its own account with the present intention of holding the Linn Units for investment purposes and not with a view to or for sale in connection with any public distribution of the Linn Units in violation of any federal or state securities Laws. It acknowledges that the Linn Units have not been registered under federal and state securities Laws and that the Linn Units may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is registered under federal and state securities Laws or pursuant to an exemption from registration under any federal or state securities Laws.

Section 2.2 *Representations and Warranties of Linn*. Linn hereby represents and warrants that:

(a) It is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware, with all requisite limited liability company power and authority to own, operate or lease its properties and assets and to conduct its business as presently conducted;

(b) (i) It has all necessary limited liability company power and authority to execute and deliver this Agreement and, subject to receipt of approval of the Issuance by a majority of the votes cast at a duly called meeting of the holders of Linn Units at which a quorum is present, to consummate the Contribution and Issuance, (ii) the execution, delivery and performance by it of this Agreement and the consummation by it of the Contribution and Issuance has been duly authorized by all necessary action on its part and (iii) no other action on its part is necessary to authorize the execution and delivery by it of this Agreement and the

consummation of the Contribution and Issuance. The Board of Directors of Linn, acting in accordance with the recommendation of the Special Committee of the Board of Directors of Linn, has approved this Agreement and the Contribution and Issuance. This Agreement has been duly executed and delivered by Linn and, assuming due and valid authorization, execution and delivery hereof by LinnCo, is the valid and binding obligation of Linn enforceable against Linn in accordance with its terms, except as may be limited by the Remedies Exception;

(c) The execution, delivery and performance by it of this Agreement will not conflict with or result in any violation of or constitute a breach of any of the terms or provisions of, or result in the acceleration of any obligation under, or constitute a default under any provisions of: (i) its certificate of formation or limited liability company agreement; (ii) any lien, encumbrance, security interest, pledge, mortgage, charge, other claim, bond, indenture, agreement, contract, franchise license, permit or other instrument or obligation to which it is a party or is subject or by which any of its assets or properties may be bound; (iii) any applicable Laws; or (iv) any material provision of any material contract to which it is a party or by which its assets are bound;

(d) Upon issuance, all of the Linn Units issued in the Issuance will be duly authorized, validly issued and outstanding, and will have been issued free of preemptive rights in compliance with Laws and the limited liability company agreement of Linn and fully paid and non-assessable;

(e) It is acquiring the Interests for its own account with the present intention of holding the Interests for investment purposes and not with a view to or for sale in connection with any public distribution of the Interests in violation of any federal or state securities Laws. It acknowledges that the Interests have not been registered under federal and state securities Laws and that the Interests may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is registered under federal and state securities Laws or pursuant to an exemption from registration under any federal or state securities Laws; and

(f) It has, at all times since its formation, been classified for U.S. federal income tax purposes as a partnership, or as a disregarded entity, as the case may be, and not as a corporation. Linn is not, for U.S. federal income tax purposes, a partnership that would be treated as an investment company (within the meaning of Section 351) if the partnership were incorporated.

Section 2.3 *Disclaimer of Warranties.* EXCEPT TO THE EXTENT PROVIDED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE THAT NEITHER OF THE PARTIES HAS MADE, DOES NOT MAKE, AND EACH SUCH PARTY SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, ORAL OR WRITTEN, PAST OR PRESENT, REGARDING (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE ASSETS OWNED BY THE COMPANY, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE ASSETS GENERALLY, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OR

LACK OF HAZARDOUS SUBSTANCES OR OTHER MATTERS ON SUCH ASSETS, (B) THE INCOME TO BE DERIVED FROM SUCH ASSETS, (C) THE SUITABILITY OF SUCH ASSETS FOR ANY AND ALL ACTIVITIES AND USES THAT MAY BE CONDUCTED THEREON OR THEREWITH, (D) THE COMPLIANCE OF OR BY SUCH ASSETS OR THEIR OPERATION WITH ANY LAWS (INCLUDING WITHOUT LIMITATION ANY ZONING, ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS), OR (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH ASSETS. EACH PARTY ACKNOWLEDGES AND AGREES THAT SUCH PARTY HAS HAD THE OPPORTUNITY TO INSPECT THE ASSETS OF THE COMPANY, AND SUCH PARTY IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE ASSETS OF THE COMPANY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE OTHER PARTY. NEITHER OF THE PARTIES IS LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE ASSETS OF THE COMPANY FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR THIRD PARTY. THIS SECTION SHALL SURVIVE THE CONTRIBUTION OF THE INTERESTS OR THE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY THE PARTIES AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE ASSETS OF THE COMPANY THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT, OR OTHERWISE, EXCEPT AS SET FORTH IN THIS AGREEMENT.

ARTICLE III

COVENANTS AND AGREEMENTS

Section 3.1 *Regulatory Approvals; Efforts*. Each Party agrees with the other that it shall comply with its obligations under the Merger Agreement, including Section 5.8 of the Merger Agreement.

Section 3.2 Linn has no present intention to sell or otherwise dispose of any material portion of the assets acquired pursuant to the Transaction in a taxable transaction for federal income tax purposes. In the event that, within seven (7) years following the Contribution, Linn desires to effect a disposition of a material portion of the assets acquired pursuant to the Transaction in a manner that results in a material increase to the tax liability of LinnCo resulting from the allocation of income or gain pursuant to Section 704(c) of the Internal Revenue Code of 1986, as amended (a "***Material Disposition Transaction***"), such a Material Disposition Transaction would be required to be approved by an independent committee appointed for such purpose by the LinnCo Board of Directors.

ARTICLE IV

CONDITIONS TO OBLIGATIONS

Section 4.1 *Conditions to Obligation of Linn*. The obligation of Linn to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions:

(a) the representations and warranties of LinnCo set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing, as if made at and as of that time (other than such representations and warranties that expressly address matters only as of a certain date, which need only be true as of such certain date);

(b) the Transaction shall have been consummated as provided in the Merger Agreement without material modification or waiver; and

(c) all waiting periods applicable to the transactions contemplated hereby under the HSR Act shall have expired or been terminated.

Section 4.2 *Conditions to Obligation of LinnCo*. The obligation of LinnCo to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions:

(a) the representations and warranties of Linn set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing, as if made at and as of that time (other than representations and warranties that expressly address matters only as of a certain date, which need only be true as of such certain date);

(b) the Transaction shall have been consummated as provided in the Merger Agreement without material modification or waiver; and

(c) all waiting periods applicable to the transactions contemplated hereby under the HSR Act shall have expired or been terminated.

ARTICLE V

FURTHER ASSURANCES

From time to time after the date of this Agreement, and without any further consideration, the Parties agree to execute, acknowledge and deliver all such additional deeds, assignments, bills of sale, conveyances, instruments, notices, releases, acquittances and other documents, and will do all such other acts and things, all in accordance with applicable Law, as may be necessary or appropriate (a) to more fully assure that the applicable Parties own all of the properties, rights, titles, interests, estates, remedies, powers and privileges granted by this Agreement, or which are intended to be so granted, (b) to more fully and effectively vest in the applicable Parties and their respective successors and assigns beneficial and record title to the interests contributed and assigned by this Agreement or intended so to be and (c) to more fully and effectively carry out the purposes and intent of this Agreement.

ARTICLE VI

MISCELLANEOUS

Section 6.1 *Survival of Representations and Warranties.* The representations and warranties in this Agreement will survive the completion of the transactions contemplated hereby regardless of any independent investigations that the Parties may make or cause to be made, or knowledge it may have, prior to the date of this Agreement and will continue in full force and effect for a period of one year from the date of this Agreement. At the end of such period, such representations and warranties will terminate, and no claim may be brought by any Party thereafter in respect of such representations and warranties.

Section 6.2 *Tax Matters*.

(a) The parties to this Agreement intend that the Contribution qualify as an exchange to which Section 721(a) of the Code applies and agree to file all federal (and, to the extent applicable, state and local) income tax returns in a manner consistent with such treatment.

(b) Linn shall pay any and all transfer, stamp, documentary, sales, use, registration, value-added and other similar taxes (including all applicable real estate transfer taxes) incurred in connection with this Agreement and the transactions contemplated hereby, and shall pay all documentary, filing, recording, transfer, deed, and conveyance fees required in connection therewith.

Section 6.3 *Headings; References, Interpretation.* All Article and Section headings in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any of the provisions hereof. The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, and not to any particular provision of this Agreement. All references herein to Articles and Sections shall, unless the context requires a different construction, be deemed to be references to the Articles and Sections of this Agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa. The use herein of the word “including” following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation,” “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

Section 6.4 *Successors and Assigns*. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 6.5 *No Third Party Rights.* The provisions of this Agreement are intended to bind the Parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies, and no person is or is intended to be a third party beneficiary of any of the provisions of this Agreement.

Section 6.6 *Counterparts*. This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument. The delivery of an executed counterpart copy of this Agreement by facsimile or electronic transmission in PDF format shall be deemed to be the equivalent of delivery of the originally executed copy thereof.

Section 6.7 *Governing Law*. This Agreement, and all claims or causes of action (whether at Law, in contract or in tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 6.8 *Severability*. If any of the provisions of this Agreement are held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any governmental body having jurisdiction over the subject matter hereof, such contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid and an equitable adjustment shall be made and necessary provision added so as to give effect, as nearly as possible, to the intention of the Parties as expressed in this Agreement at the time of execution of this Agreement.

Section 6.9 *Deed; Bill of Sale; Assignment.* To the extent required and permitted by applicable law, this Agreement shall also constitute a “deed,” “bill of sale” or “assignment” of the interests referenced herein.

Section 6.10 *Amendment or Modification*. This Agreement may be amended or modified from time to time only by the written agreement of all the Parties. Each such instrument shall be reduced to writing and shall be designated on its face as an amendment to this Agreement.

Section 6.11 *Integration*. This Agreement and the instruments referenced herein supersede all previous understandings or agreements among the Parties, whether oral or written, with respect to the subject matter of this Agreement and such instruments. This Agreement and such instruments contain the entire understanding of the Parties with respect to the subject matter hereof and thereof. No understanding, representation, promise or agreement, whether oral or written, is intended to be or shall be included in or form part of this Agreement unless it is contained in a written amendment hereto executed by the Parties after the date of this Agreement.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be duly executed as of the date first above written.

LINNCO, LLC

By: /s/ Mark E. Ellis
Name: Mark E. Ellis
Title: Chairman, President and CEO

LINN ENERGY, LLC

By: /s/ Mark E. Ellis
Name: Mark E. Ellis
Title: Chairman, President and CEO

LINN ENERGY, LINNCO AND
BERRY PETROLEUM COMPANY
JOINT ANNOUNCEMENT

NEWS RELEASE

LINN ENERGY AND LINNCO TO ACQUIRE BERRY PETROLEUM COMPANY FOR $4.3 BILLION

First Ever Acquisition of a Public C-Corp by an Upstream LLC or MLP

HOUSTON AND DENVER, February 21, 2013 – LINN Energy, LLC (NASDAQ: LINE), LinnCo, LLC (NASDAQ: LNCO) and Berry Petroleum Company (NYSE: BRY) today announced the signing of a definitive merger agreement pursuant to which LINN and LinnCo will acquire all of Berry's outstanding shares for total consideration of $4.3 billion, including the assumption of debt. The transaction, which is structured as a stock-for-stock merger of Berry with LinnCo followed by the acquisition of the Berry assets by LINN, is expected to be tax-free to Berry shareholders. This transaction represents the first ever acquisition of a public C-Corp by an upstream LLC or MLP.

Operational Highlights

- Berry's long-life, low-decline, mature assets are an excellent fit for an MLP/LLC;
- Meaningful growth to LINN's portfolio with increased geographic presence in California, the Permian Basin, East Texas, and the Rockies, as well as the addition of an attractive new core area in the Uinta Basin;
- Production of approximately 240 MMcfe/d, increasing LINN's current production by 30 percent;
- Berry's reserves are approximately 75 percent oil, which results in a meaningful increase in liquids exposure to 54 percent from 46 percent of proved reserves, pro forma as of December 31, 2012;
- Proved reserves of approximately 1.65 Tcfe, increasing LINN's estimated proved reserves by 34 percent;
- LINN has identified additional probable and possible reserves at Berry of approximately 3.8 Tcfe;
- Approximately 3,200 producing wells and more than 200,000 net acres; and
- Potential for production optimization and cost savings.

Financial Highlights

- The transaction is expected to be highly accretive to distributable cash flow per unit. In the first full year following closing, accretion is expected to be in excess of $0.40 per unit.
- LINN plans to recommend to its board of directors an increase in the current quarterly distribution of 6.2 percent. LINN's current quarterly distribution of $0.725 per unit, or $2.90 per year, would increase to $0.77 per unit, or $3.08 per year. The recommended increase is anticipated to take effect in the quarter immediately following the closing of the transaction, which is estimated to occur on or before June 30, 2013.
- LinnCo's current estimated annual dividend of $2.84 per share includes a reduction of $0.06 per share for taxes, which LinnCo now estimates to be zero for 2013. Therefore, management estimates that the LinnCo dividend per share for the quarter ended March 31, 2013 will increase 2 percent from $0.71 to $0.725 per quarter, or $2.90 per share on an annual basis.
- LinnCo's management intends to recommend to its board an increase in LinnCo's dividend by 8.5 percent following the closing of the transaction to $3.08 per share on an annualized basis, which includes the $0.18 per share increase in LINN distributions.
- Due to the significant accretion expected from this transaction, LINN's coverage ratio for the second half of 2013, assuming the transaction closes on or before June 30, 2013, is expected to be approximately 1.20x including the anticipated distribution and dividend increases.
- All stock consideration and greatly increased size are expected to result in significantly improved debt metrics.
- As part of the transaction, Berry will be converted into a limited liability company and then it will be contributed to LINN in exchange for LINN units. This arrangement allows LINN to own Berry's assets in a pass-through entity without any immediate payment of tax.

“This transaction creates tremendous value for LINN Energy, LinnCo and Berry equityholders. We are pleased to have been able to achieve such a mutually beneficial outcome,” said Mark E. Ellis, Chairman, President and Chief Executive Officer, LINN Energy. “Berry’s assets are an excellent fit for LINN, and we believe this transaction generates significant accretion to our distributable cash flow per unit.”

“We have great respect for what the Berry management team has accomplished and consider the Berry employees to be an important part of this transaction,” added Ellis. “We welcome them to LINN and believe that together, we will be positioned for great success in the future.”

Robert Heinemann, President and Chief Executive Officer, Berry Petroleum Company, said, “Today’s merger announcement with LINN Energy marks the beginning of a new, important chapter in our company’s history. Berry and LINN have demonstrated the ability to prudently grow their businesses while delivering value and returns to their respective shareholders and unitholders. Berry’s portfolio fits well with LINN’s structure and asset base, and the combination of the two companies will create one of the largest independent E&P companies in North America. This transaction consideration delivers substantial value to Berry shareholders with the opportunity to participate in the upside potential of the combined, growing company.”

Transaction Terms & Structure

Under the terms of the agreement, which was unanimously approved by the boards of directors of LINN Energy, LinnCo and Berry, LinnCo has agreed to issue 1.25 common shares for each common share of Berry outstanding prior to the merger. The consideration to be received by Berry shareholders is valued at $46.2375 per Berry share based on LinnCo’s closing price as of February 20, 2013. This represents a premium of 19.8 percent to the Berry closing price on February 20, 2013, and a premium of 23.1 percent to its one month average price at that date.

The acquisition, which is expected to be tax-free to Berry’s shareholders, is structured as a stock-for-stock merger. In connection with the merger Berry will be converted into an LLC. Upon completion of the merger, LinnCo will contribute the Berry assets to LINN in exchange for LINN units.

In connection with approval of the contribution from LinnCo to LINN Energy, the boards of directors of each company formed a conflicts committee to evaluate any potential conflicts that may arise between LINN and LinnCo. To ensure the independence of each of the conflicts committees, two directors resigned from the LinnCo board of directors to serve on the LINN conflicts committee and two directors resigned from the LINN board of directors to serve on LinnCo’s conflicts committee. In addition, in connection with the transaction, one representative of the board of directors of Berry will be appointed to the board of either LINN or LinnCo.

The transaction is subject to the approval of the shareholders of Berry and LinnCo and the unitholders of LINN Energy, as well as customary closing conditions, including clearance under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended. The transaction is expected to close by June 30, 2013. The combined company will be headquartered in Houston, Texas.

2013 Estimated Cash Distributions (Subject to Board Approval)

LINN ENERGY

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Quarterly	$ 0.725	$ 0.725	$ 0.77	$ 0.77
Annualized	$ 2.90	$ 2.90	$ 3.08	$ 3.08

LINNCO

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Quarterly	$ 0.725	$ 0.725	$ 0.77	$ 0.77
Annualized	$ 2.90	$ 2.90	$ 3.08	$ 3.08

LinnCo Estimated Taxes

In order to avoid immediate tax on LINN's acquisition of the Berry assets, LinnCo incurred a deferred tax liability. Because of the incremental costs for LinnCo resulting from this deferred tax liability, LINN has agreed to pay LinnCo $6 million per year for three years (2013, 2014 and 2015) or roughly $0.06 per LinnCo share. Due to the significant estimated shield provided by LINN to LinnCo, LinnCo's cash tax liability is estimated to be zero for the last two quarters of 2013. In future periods, assuming current estimates for taxable income and capital spending, management estimates that LinnCo's tax liability will be in the range of 2 percent – 5 percent of dividends paid, which is the same as the estimates provided in the prospectus for the LinnCo IPO. Therefore, this transaction is not estimated to give rise to any additional tax liability for LinnCo over and above the guidance that was previously provided. LINN's management and board have also agreed to evaluate the need for any additional payments from LINN Energy to LinnCo should taxes be higher than expected.

Senior Notes

LINN expects that the completion of this transaction will trigger change of control provisions in the indentures governing Berry's existing senior notes. These change of control provisions entitle holders of the notes to receive 101 percent of par for the notes plus accrued and unpaid interest from a change of control offer related to each series of notes. LINN expects any of Berry's notes not tendered pursuant to the change of control offers to remain outstanding following the transaction, subject to any opportunistic refinancing of such notes it may pursue in the future based on market conditions.

Advisors

Citigroup Global Market Inc. acted as exclusive financial advisor to LinnCo, and provided a fairness opinion to the LinnCo board of directors; Latham & Watkins LLP acted as legal advisor to LINN Energy and LinnCo. Greenhill & Co., LLC provided a fairness opinion to the conflicts committee of the LINN Energy board of directors; Akin Gump Strauss Hauer & Feld LLP acted as legal advisor to the conflicts committee of the LINN Energy board of directors. Evercore Partners provided a fairness opinion to the conflicts committee of the LinnCo board of directors; Locke Lord LLP acted as legal advisor to the conflicts committee of the LinnCo board of directors. Credit Suisse Securities (USA) LLC acted as exclusive financial advisor to Berry Petroleum Company and provided a fairness opinion to the Berry Petroleum Company board of directors. Wachtell, Lipton, Rosen & Katz acted as legal advisor to Berry Petroleum Company.

Conference Call and Webcast

LINN will host a conference call on Thursday, February 21, 2013, at 10 a.m. Central (11 a.m. Eastern) to discuss LINN Energy's fourth quarter and full-year 2012 results, outlook for 2013, and the transaction. Prepared remarks by Chairman, President and Chief Executive Officer Mark E. Ellis and Executive Vice President and Chief Financial Officer Kolja Rockov, will be followed by a question and answer session.

Investors and analysts are invited to participate in the call by dialing (877) 224-9081, or (720) 545-0032 for international calls using Conference ID: 39327971. Interested parties may also listen over the Internet at www.linnenergy.com.

A replay of the call will be available on the company's website or by phone until 4:00 p.m. Central (5 p.m. Eastern), February 28, 2013. The number for the replay is (855) 859-2056, or (404) 537-3406 for international calls using Conference ID: 39327971.

ABOUT LINN ENERGY

LINN Energy's mission is to acquire, develop and maximize cash flow from a growing portfolio of long-life oil and natural gas assets. LINN Energy is a top-15 U.S. independent oil and natural gas development company, with approximately 4.8 Tcfe of proved reserves in producing U.S. basins as of December 31, 2012. More information about LINN Energy is available at www.linnenergy.com.

ABOUT LINNCO

LinnCo was created to enhance LINN Energy's ability to raise additional equity capital to execute on its acquisition and growth strategy. LinnCo is a Delaware limited liability company that has elected to be taxed as a corporation for United States federal income tax purposes, and accordingly its shareholders will receive a Form 1099 in respect of any dividends paid by LinnCo. More information about LinnCo is available at www.linnco.com.

ABOUT BERRY PETROLEUM COMPANY

Berry Petroleum Company is a publicly traded independent oil and natural gas production and exploitation company with operations in California, Texas, Utah, and Colorado. The company uses its website as a channel of distribution of material company information. Financial and other material information regarding the company is routinely posted on and accessible at http://www.bry.com.

IMPORTANT ADDITIONAL INFORMATION WILL BE FILED WITH THE SEC

In connection with the proposed transactions, LinnCo intends to file with the SEC a registration statement on Form S-4 that will include a joint proxy statement of LinnCo, LINN and Berry that also constitutes a prospectus of LinnCo. Each of Berry, LINN and LinnCo also plan to file other relevant documents with the SEC regarding the proposed transactions. INVESTORS ARE URGED TO READ THE JOINT PROXY STATEMENT/PROSPECTUS AND OTHER RELEVANT DOCUMENTS FILED WITH THE SEC IF AND WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. You may obtain a free copy of the joint proxy statement/prospectus (if and when it becomes available) and other relevant documents filed by Berry, LINN and LinnCo with the SEC at the SEC's website at www.sec.gov. You may also obtain these documents by contacting LINN's and LinnCo's Investor Relations department at (281) 840-4193 or via e-mail at ir@linnenergy.com or by contracting Berry's Investor Relations department at (866) 472-8279 or via email at ir@bry.com.

PARTICIPANTS IN THE SOLICITATION

Berry, LINN and LinnCo and their respective directors and executive officers and other members of management and employees may be deemed to be participants in the solicitation of proxies in respect of the proposed transactions. Information about LINN's directors and executive officers is available in LINN's proxy statement dated March 12, 2012, for its 2012 Annual Meeting of Unitholders. Information about LinnCo's directors and executive officers is available in LinnCo's Registration Statement on Form S-1 dated June 25, 2012, as amended, with respect to its initial public offering of common shares. Information about Berry's directors and executive officers is available in Berry's proxy statement dated April 6, 2012, for its 2012 Annual Meeting of Stockholders. Other information regarding the participants in the proxy solicitations and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the joint statement, LinnCo proxy statement/prospectus and other relevant materials to be filed with the SEC regarding the proposed transactions when they become available. Investors should read the joint proxy statement/prospectus carefully when it becomes available before making any voting or investment decisions. You may obtain free copies of these documents from Berry, LINN or LinnCo using the sources indicated above.

This document shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the U.S. Securities Act of 1933, as amended.

SAFE HARBOR FOR FORWARD-LOOKING STATEMENTS

This press release contains forward-looking statements concerning the proposed transactions, its financial and business impact, management's beliefs and objectives with respect thereto, and management's current expectations for future operating and financial performance, based on assumptions currently believed to be valid. Forward-looking statements are all statements other than statements of historical facts. The words "anticipates," "may," "can," "plans," "believes," "estimates," "expects," "projects," "intends," "likely," "will," "should," "to be," and any similar expressions or other words of similar meaning are intended to identify those assertions as forward-looking statements. It is uncertain whether the events anticipated will transpire, or if they do occur what impact they will have on the results of operations and financial condition of LINN, LinnCo, Berry or of the combined company. These forward-looking statements involve significant risks and uncertainties that could cause actual results to differ materially from those anticipated, including but not limited to the ability of the parties to

satisfy the conditions precedent and consummate the proposed transactions, the timing of consummation of the proposed transactions, the ability of the parties to secure regulatory approvals in a timely manner or on the terms desired or anticipated, the ability of LINN to integrate the acquired operations, the ability to implement the anticipated business plans following closing and achieve anticipated benefits and savings, and the ability to realize opportunities for growth. Other important economic, political, regulatory, legal, technological, competitive and other uncertainties are identified in the documents filed with the Securities and Exchange Commission (the "SEC") by Berry, LINN and LinnCo from time to time, including their respective Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, and Current Reports on Form 8-K. The forward-looking statements including in this press release are made only as of the date hereof. None of Berry, LINN nor LinnCo undertakes any obligation to update the forward-looking statements included in this press release to reflect subsequent events or circumstances.

Contacts: **LINN Energy, LLC and LinnCo, LLC**

Investors & Media:
Clay Jeansonne, Vice President, Investor and Public Relations
281-840-4193

Brook Wootton, Director, Investor and Public Relations
281-840-4099

Berry Petroleum Company

Investors & Media:
Zach Dailey, Manager, Investor Relations
303-999-4071