KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1363670

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

	vith the Kansas Surface Owner Notification Act, ted with this form.
└── Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:
Gas Gathering System:	Lease Name:
Saltwater Disposal Well - Permit No.:	SecTwp R E \W
Spot Location:	Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells **	
	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:
	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation above injection well(s) or pit permit.
is acknowledged as	is acknowledged as
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit
Permit No.: Recommended action:	permitted by No.:
	Deter
Date: Authorized Signature	Date:
-	PRODUCTION UIC



Side Two Must Be Filed For All Wells

* Lease Name: _			* Location:	* Location:							
Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)						
		<i>Circle</i> FSL/FNL	<i>Circle</i> FEL/FWL								
		FSL/FNL	FEL/FWL								
		FSL/FNL	FEL/FWL								
		FSL/FNL	FEL/FWL								
		FSL/FNL	FEL/FWL								
		FSL/FNL	FEL/FWL								
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A separate sheet may be attached if necessary

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

OIL & GAS CONS CERTIFICATION OF C	ATION COMMISSION 1363670 ERVATION DIVISION 1363670 OMPLIANCE WITH THE NER NOTIFICATION ACT
T-1 (Request for Change of Operator Transfer of Injection of	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.

Date: ______ Signature of Operator or Agent: ______

The entire lease assignment can be found as an attachment to the T-1 for the Albert 2 Unit lease, Section 14, Township 33S, Range 37W, Stevens County, Kansas.

ABOSC- Stevens, KS



Prepared By: Warren J. Ludlow, XTO Energy Inc-Vice President & Assoc. General Counsel

After Recording Return To: LINN Energy Holdings, LLC Attn: General Counsel 600 Travis Street, Suite 5100 Houston, Texas 77002

STATE OF KANSAS SS
COUNTY OF STEVENS This instrument was filed for record on the 26th
day of muyqui A.D. 20 M
at 4:00 e'clock P. M. and duly recorded in
Book 294 en page 148 Fee \$ 744.00
Chea A Schnittles, Deputy Register of Deeds
Register of Deeds
BOOK 294 Page 148

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

888

THE STATE OF KANSAS

COUNTY OF STEVENS

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;

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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;

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Legacy Number					ate, County	Book	Page	Registry	_	t Rec County		Lot(s
5026-5240-00 5026-5241-00	L034406000 L034407000	NANCY E WILLIS MARY ALBERT	NORTHERN NATURAL GAS COMPANY MISSOURI VALLEY GAS CORPORATION		VENS COUNTY VENS COUNTY	9	301 524		KS KS	STEVENS STEVENS	T035S-R036W-009 SW T033S-R037W-011 SE	
5026-5242-00	L034407000	EARL J PEACHEY ET UX	NORTHERN NATURAL GAS COMPANY	03/05/1943 KS, STE		11	579		KS	STEVENS	T033S-R037W-011 N/SW	
3020 3242 00	2004400000			00/00/1040 100,012			575		i to	OTEVENO	T033S-R037W-011_SW/SW	
5026-5243-00	L034409000	ELIZA FLOYD ET VIR	NORTHERN NATURAL GAS COMPANY	05/01/1943 KS, STE	VENS COUNTY	12	259		KS	STEVENS	T033S-R037W-011 SE/SW	
5026-5244-01	L034410001	J J BROWN JR ET AL	NORTHERN NATURAL GAS COMPANY	04/30/1943 KS, STE	VENS COUNTY	12	311		KS	STEVENS	T033S-R037W-012 SE	
5026-5244-02	L034410002	FRANK TOOLE ET UX	NORTHERN NATURAL GAS COMPANY	04/30/1943 KS, STE	VENS COUNTY	12	285		KS	STEVENS	T033S-R037W-012 SE	
5026-5245-00	L034411000	MARY ALBERT	MISSOURI VALLEY GAS CORPORATION	09/09/1936 KS, STE	VENS COUNTY	7	526		KS	STEVENS	T033S-R037W-012 SW	
5026-5246-00	L034412000	MARY ALBERT	MISSOURI VALLEY GAS CORPORATION	09/09/1936 KS, STE	VENS COUNTY	7	525		KS	STEVENS	T033S-R037W-014 NE	
5026-5247-00	L034413000	RUSSELL N SMITH ET UX	NORTHERN NATURAL GAS COMPANY		VENS COUNTY	12	237		KS	STEVENS	T033S-R037W-014 SW	
5026-5248-00	L034414000	ELMO LODGE OF PERFECTION	NORTHERN NATURAL GAS COMPANY	04/22/1943 KS, STE		12	29		KS	STEVENS	T033S-R037W-014 SE	
5026-5249-00	L034415000	OTTO BARBER ET UX		12/10/1936 KS, STE		8	109		KS	STEVENS	T033S-R036W-014 S	
5026-5250-00	L034416000	ALLOTT BROWN ET UX	STANLEY MARSH JR	12/23/1936 KS, STE		8	232		KS	STEVENS	T033S-R036W-014 NW	
5026-5251-00 5026-5252-00	L034417000 L034418000	ALLOTT BROWN ET UX SUSAN E BARNARD	STANLEY MARSH JR NORTHERN NATURAL GAS COMPANY	12/23/1936 KS, STE 11/19/1945 KS, STE		8	231 85		KS KS	STEVENS STEVENS	T033S-R036W-014 NE T031S-R035W-032 SW	
5026-5252-00	L034418000	J L BROWNELL ET UX	NORTHERN NATURAL GAS COMPANY	10/19/1945 KS, STE		14	19		KS	STEVENS	T031S-R035W-032_SW	
5026-5254-00	L034420000	NELLIE M LIFE	NORTHERN NATURAL GAS COMPANY	02/10/1945 KS, STE		13	505		KS	STEVENS	T031S-R035W-032 NE	
5026-5255-00	L034421000	SUSAN E BARNARD	NORTHERN NATURAL GAS COMPANY	08/22/1945 KS, STE		14	11		KS	STEVENS	T031S-R035W-032 NE	
5026-5256-00	L034422000	L L BARNGROVER ET AL	NORTHERN NATURAL GAS COMPANY	04/01/1943 KS, STE		12	331		KS	STEVENS	T032S-R036W-003 N	
5026-5257-00	L034423000	L L BARNGROVER ET AL	NORTHERN NATURAL GAS COMPANY	04/01/1943 KS, STE		12	333		KS	STEVENS	T032S-R036W-003 S	
5026-5258-00	L034424000	STELLA E BARNGROVER ET AL	JOE D DENHAM		VENS COUNTY	8	289		KS	STEVENS	T032S-R036W-010	
5026-5259-01	L034425001	JOHN W BAUGHMAN ET UX	T J WAGNER JR	08/30/1943 KS, STE	VENS COUNTY	12	295		KS	STEVENS	T033S-R035W-021 NW	
											T033S-R035W-021 SE	
5026-5259-02	L034425002	TEXAS COMPANY THE	NORTHERN NATURAL GAS COMPANY	11/30/1944 KS, STE	VENS COUNTY	13	489		KS	STEVENS	T033S-R035W-021 SE	
5026-5259-03	L034425003	TEXAS COMPANY THE	NORTHERN NATURAL GAS COMPANY	11/30/1944 KS, STE		13	487		KS	STEVENS	T033S-R035W-021 NW	
5026-5260-00	L034426000	FLORA M GLASS ET AL	NORTHERN NATURAL GAS COMPANY	10/07/1947 KS, STE		23	51		KS	STEVENS	T033S-R035W-021 SW	
5026-5261-00	L034427000	HARRY SKINNER ET UX	NORTHERN NATURAL GAS COMPANY	09/19/1947 KS, STE		23	53		KS	STEVENS	T033S-R035W-021 NE	
5026-5262-00	L034428000	FRED M BEATY ET UX	CITIES SERVICE OIL COMPANY	04/09/1943 KS, SEW	ARD COUNTY	47	547		KS	SEWARD	T031S-R033W-031 W	
5026-5263-00	L034429000	MILO C PHELPS ET UX	NORTHERN NATURAL GAS COMPANY	05/11/1944 KS, SEW		69	42		KS	SEWARD	T031S-R034W-036 E T031S-R034W-036 NW	
5026-5263-00	L034429000	FRED C KOCH ET UX	NORTHERN NATURAL GAS COMPANY	05/11/1944 KS, SEV		69 75	272		KS	SEWARD	T031S-R034W-036 NW	
5020-5204-00	L034430000	FRED C ROCH ET 0X	NORTHERN NATORAL GAS COMPANY	07/31/1940 K3, 3EM	ARD COUNTY	75	212		N3	SEWARD	T031S-R034W-036 SW	
5026-5265-00	L034431000	GLENN A BELL ET AL	NORTHERN NATURAL GAS COMPANY	09/04/1946 KS, STE	VENS COUNTY	14	441		KS	STEVENS	T033S-R035W-015_SW	
5026-5266-00	L034432000	GLENN A BELL ET AL	NORTHERN NATURAL GAS COMPANY	09/04/1946 KS, STE		14	443		KS	STEVENS	T033S-R035W-015 NW	
5026-5267-00	L034433000	JOHN WALLACE	NORTHERN NATURAL GAS COMPANY	02/14/1949 KS, STE		23	173		KS	STEVENS	T033S-R035W-015 SE/SE	
5026-5268-01	L034434001	EDWARD B OYLER ET UX	NORTHERN NATURAL GAS COMPANY	07/25/1946 KS, STE		14	331		KS	STEVENS	T033S-R035W-015 NE	
5026-5268-02	L034434002	FEDERAL LAND BANK OF WICHITA	NORTHERN NATURAL GAS COMPANY	03/04/1947 KS, STE	VENS COUNTY	13	233		KS	STEVENS	T033S-R035W-015 NE	
5026-5269-01	L034435001	S L LANG ET UX	NORTHERN NATURAL GAS COMPANY	03/11/1947 KS, STE	VENS COUNTY	14	569		KS	STEVENS	T033S-R035W-015 N/SE	
											T033S-R035W-015 SE/SE	
											T033S-R035W-015 SW/SE	
5026-5269-02	L034435002	JOHN WALLACE	NORTHERN NATURAL GAS COMPANY	03/30/1946 KS, STE		14	173		KS	STEVENS	T033S-R035W-015 SE	
5026-5269-03	L034435003	BERNARDUS BRINK	NORTHERN NATURAL GAS COMPANY	03/31/1947 KS, STE		14	575		KS	STEVENS	T033S-R035W-015 SW/SE	
5026-5270-00	L034436000	PATRICK H DAY ET UX	NORTHERN NATURAL GAS COMPANY	05/04/1944 KS, SEW	ARD COUNTY	62	35		KS	SEWARD	T031S-R034W-021 E/SE	
E006 E074 00	1.024407000			40/47/4000 1/0 075		0	274		KS		T031S-R034W-028 N/NE	
5026-5271-00	L034437000	LAURA B MILLS ET AL	JOE E DENHAM	12/17/1936 KS, STE	VENS COUNTY	0	374		42	STEVENS	T034S-R036W-001 NW T034S-R036W-012 E	-+-
5026-5272-01	L034438001	ADAM O RIDENOUR ET UX	NORTHERN NATURAL GAS COMPANY	05/15/1944 KS, SEW	ARD COUNTY	69	61		KS	SEWARD	T031S-R036W-012 E	
JUZU-JZIZ-UI	LU34430001			03/13/1944 NO, SEV		05	01		1.3	JLWARD	T031S-R034W-020 SE	
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CONVEYANCE, ASSIGNMENT AND BILL OF SALE

State of Kansas	§
	§
County of Stevens	§

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

Additional Surface Owners

ONE EACH FARMS LLC ETAL 1080 ROAD 21 HUGOTON KS 67951

HEGER , ANGELA G ETAL 1080 ROAD 21 HUGOTON KS 67951-5303