KOLAR Document ID: 1362238

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

OIL & GAS CONS	ATION COMMISSION Form T-1 July 2014 SERVATION DIVISION Form must be Typed Form must be Signed ANGE OF OPERATOR All blanks must be Filled
TRANSFER OF INJECTIO Form KSONA-1, Certification of Compliance	N OR SURFACE PIT PERMIT with the Kansas Surface Owner Notification Act,
Check Applicable Boxes: MUST be subm	itted with this form.
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells **	KS Dept of Revenue Lease No.:
Gas Gathering System:	Lease Name:
Saltwater Disposal Well - Permit No.:	
Spot Location:	SecTwpR E W Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells **	
Field Name:	Production Zone(s):
** Side Two Must Be Completed.	Injection Zone(s):
Surface Pit Permit No.:(API No. if Drill Pit, WO or Haul) Type of Pit: Emergency Burn Settling	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	authorization, surface pit permit # has been
noted, approved and duly recorded in the records of the Kansas Corporation	Commission. This acknowledgment of transfer pertains to Kansas Corporation
Commission records only and does not convey any ownership interest in the	above injection well(s) or pit permit.
is acknowledged as	is acknowledged as
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit
Permit No.: Recommended action:	permitted by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC

Side Two

Must Be Filed For All Wells

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

KOLAR Document ID: 1362238

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

Form KSONA-
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: () Fax: ()	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	

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: ______

VARIENT, BILL OF SALE AND CONVEYANCE

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THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "<u>Assignment</u>"), effective as of the Effective Date (as hereinafter defined) is made from **BARTLING OIL**, **PRERINGTRIN**, collectively (<u>"Assigner</u>"), whose address is 1101 Canyon Edge Dr, Austin, TX **BERINGTEIN**, collectively (<u>"Assigner</u>"), whose address is 1001 Canyon Edge Dr, Austin, TX **BERINGTEIN**, collectively (<u>"Assigner</u>"), whose address is 1001 Canyon Edge Dr, Austin, TX **TULSA**, OK 74103.

VBTICLE I

Grant and Habendum

Section 1.01 The Grant. For One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor's does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN and DELIVER all of Assignor's night, title, and interest working interest unto Assignee, its successors and assigns, subject to the matters set forth herein. The term "<u>Assets</u>" shall mean all of Assignors' right, title and interest in and to:

All of Assignors right, title and interest in and to the working interest of oil, gas and other mineral leases that it presently owns described on Exhibit A (collectively, the thereby or pooled or unitized therewith (the "Lands"), together with (i) all rights with respect to any pooled, communitized or unitized interest by virtue of any Leases and Lands; and (ii) all production of oil, gas, associated liquids and other hydrocarbons (collectively "<u>Hydrocarbons</u>") from the Leases and the Lands, and from any such pool or unit and allocated to any such Leases and Lands (the Leases, the Lands, and the rights described in clause (i) above, and the Hydrocarbons described in clause (ii) above, being collectively referred to as the "<u>Subject Interests</u>");

All of Assignors right, title and interest in and to the working interest in all wells, whether producing, shut in or abandoned, and whether for production, injection or disposal, or otherwise associated with the Subject Interests, including those wells described in Exhibit B (collectively, the "Wells");

All of Assignors right, title and interest in and to the working interest in all equipment, machinery, fixtures, spare parts, inventory and other real or personal property

(including Assignors' leasehold interests therein subject to any necessary consents to assignment) used in connection with the operation of the Subject Interests or the Wells or in connection with the production, treatment, compression, gathering, transportation, sale or disposal of Hydrocarbons produced from or attributable to the Subject Interests or the Wells, and any water, byproducts or waste produced therefrom or therewith or otherwise attributable thereto, and all wellhead equipment, pumps, pumping units, flowlines, pipe, tanks, treatment facilities, injection facilities, disposal facilities, compression facilities and other materials, supplies, buildings, trailers, easements, pipelines, gathering lines, flow lines, and related equipment and records, and offices used in connection with the Subject lines, the Wells and the other matters described in this definition of Assets;

To the extent assignable or transferable, all of Assignors right, title and interest, interest in (i) all easements, rights-of-way, servitudes, surface leases, surface use agreements and other rights or agreements related to the use of the surface and subsurface, in each case to the extent used in connection with the operation of the Subject Interests or sales and marketing contracts, farmout and farmin agreements, operating agreements and other contracts, agreements, farmout and farmin agreements, operating agreements and sales and marketing contracts, farmout and farmin agreements, operating agreements and other contracts, agreements, farmout and farmin agreements, operating agreements and and the other marketing contracts, farmout and farmin agreements, and subject Interests, the Wells and the other matters described in this definition of Assets, and subject to, and in accordance with, any limitations set forth therein; and (iii) equipment leases and rental contracts, service agreements, supply agreements and other contracts, agreements and arrangements relating to the Subject Interests, the Wells and the other matters described in this definition of Assets; and

All of Assignors right, title and interest in and to working interest to the extent assignable or transferable, in and to all permits, licenses, franchises, consents, approvals and other similar rights and privileges, in each case to the extent used in connection with the operation of the Subject Interests or the Wells.

Section 1.02 Habendum Clause. TO HAVE AND TO HOLD the Assets, unto Assignee and to its successors and assigns, forever, subject to the other matters set forth herein.

VBLICLE II

General

Section 2.01 Subject to. This Assignment is made subject to that certain Transaction Memorandum Re: Bartling Oil and BGH Energy, LLC dated May 18, 2017 between Assignor and Assignee.

Section 2.02Construction. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment. Assignor and Assignee acknowledge that they have participated jointly in the negotiation and drafting of this Assignment and as such they agree that if an ambiguity or question of intent or interpretation arises hereunder, this Assignment shall not be construed more strictly against one party than another on the grounds of authorship.

Section 2.03 Assignment. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 2.04 Recording. In addition to filing this Assignment, the parties hereto shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. Said privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein.

Section 2.05 Exhibits. Exhibits referred to herein are hereby incorporated and made a part of this Assignment for all purposes by such reference.

Section 2.06 Reservation of Overriding Royalty Interest. Assignor, reserves unto itself, its heirs and assigns an overriding royalty interest in those certain lands described on Exhibit "A" equal to an amount of the balance between all burdens of record and 75% of 8/8 overriding royalty interest, but nevertheless, Assignor agrees to deliver by this Assignment, no less than a 75% Net Revenue Interest in any of the properties described herein. In the event Assignor owns less than 75% Net Revenue interest in any well or lease, Assignor shall have no reservation of any overriding royalty, interest. Additionally, Assignor, reserves unto itself, its heirs and assigns any toyalty, overriding royalty, non-participating royalty, or mineral interest it presently owns in any royalty, overriding royalty, non-participating royalty, or mineral interest in presently owns in any of the leasehold conveyed.

To the knowledge of the Assignors, the interests herein assigned are not currently subject to any violations of environmental laws or any existing lawsuits or other legal claims which would, individually or in the aggregate, have a material adverse effect on said assigned interests.

OR ANY APPLICABLE SURFACE AGREEMENT, PERMIT OR CONTRACT, OR VERLICEBLE AGREEMETN, WHTETHER OR NOT INDETIFIED IN THIS ASSIGNMENT, REPRESENTATIVES' PAST PRACTICES WITH THE TERMS AND PROVISIONS OF ANY ASSETS AND (D) THE COMPLIANCE OF ASSIGNOR'S OR ASSIGNOR'S VZSIGNOK' (C) THE CONDITION, INCLUDING ENVIRONMENTAL CONDITION OF THE HEREAFTER, IF AT ALL, FURNISHED TO ASSIGNEE BY OR ON BEHALF OF WRITTEN OR ORAL, CONSTITUTING PART OF THE ASSETS, NOW, HERETOFORE OR INTERPRETATIONS OR DERIVATIVES BASED THEREON, OR OTHER MATERIALS, OF ANY INFORMATION, DATA, ΥNΥ INCLUDING DATA, GEOLOGICAL ASSETS, (B) THE ACCURACY, COMPLETENESS OR MATIRALITY OR SIGNIFICANCE AOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE RESPECT OF PRODUCTION IMBALANCES OR THE QUALITY, QUANTITY OR RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, INFORMATION IN AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO (A) PRODUCTION EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, HEKEBA EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY ASSIGNEE ACKNOWLEDGES THAT ASIGNOR HAS NOT MADE, AND ASSIGNOR

WHETHER NOW OR HEREAFTER IN EFFECT. LAWS AND LAWS RELATING TO THE PROTECTION OF NATURAL RESOURCES, APPLICABLE LAWS, INCLUDING ENVIRONMENTAL LAWS, HEALTH AND SAFETY

This assignment may be executed in separate counterparts by the parties, all of which are identical and all of which constitute one and the same instrument. It shall not be necessary for Assignoes and the Assignee to execute the same counterpart hereof and separate executed counterparts hereof may be assembled into one instrument for recording purposes.

[Remainder of Page Intentionally Left Blank]

	WILLIAM PAUL BERINSTEIN	HENKA M. BEKINZLEIN
	By:	By:
	HARRY E. FAILING	ELEEN A. MALLON
	By:	By:
	TERESE T. HERSHEY	TERESE T. HERSHEY TRUST
	By:	By:
soremu!	XBY: HEODORE C. BARTLING TRUST	YBY: PHYLLIS M. BARTLINGTRUST
- mark	BHILIP MANDELKER	BIGO OIT' INC.
	By:	By:
	BRIAN P. BURNS	PAM BARTLING
	By:	Βλ:
	THEODORE A. BARTLING	BARTLING OIL COMPANY
	By:	By INGO
	· · · · · · · · · · · · · · · · · · ·	SELLER(S):

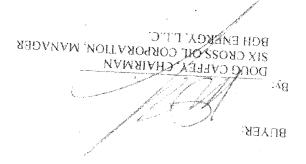
SIGNED AND EXECUTED on this $S_{i\mu}$ day of July, 2017.

BESOURCES, WHETHER NOW OR HEREAFTER IN EFFECT.

AND LAWS RELATING TO THE PROTECTION OF NATURAL INCLUDING ENVIRONMENTAL LAWS, HEALTH AND SAFETY LAWS AGREEMENT, PERMIT OR CONTRACT, OR APPLICABLE LAWS, PROVISIONS OF ANY APPLICABLE AGREEMENT, WHETHER OR NOT PROVIDENT ANY APPLICABLE AGREEMENT, WHETHER AGREEMENT PROVIDENT AFTING AGREEMENT AFTING AGREEMENT AND THE AGREEMENT PROVIDENT AFTING AGREEMENT AGREEMENT AGREEMENT PROVIDENT AFTING AGREEMENT AGREEMENT AGREEMENT PROVIDENT AGREEMENT AGREEMENT AGREEMENT PROVIDENT AGREEMENT AGREEMENT AGREEMENT PROVIDENT AGREEMENT AGREEMENT AGREEMENT PROVIDENT AGREEMENT AGREEMENT AGREEMENT AGREEMENT PROVIDENT AGREEMENT AGREEMENT AGREEMENT AGREEMENT AGREEMENT PROVIDENT AGREEMENT AGREE ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN PURCHASE AND SALE SELLER AND BGH ENERGY, L.L.C. AS BUYER.

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"A" TIBIHX3



BANGE 39 W. TOTAL ACREAGE IN GREELEY COUNTY, KS: 9,920 ACRES. E/2 OF SECTION 8, TOWNSHIP 17 S, RANGE 39 W, AND THE NW/4 OF SECTION 10, TOWNSHIP 17 S, #I BANBURY, 640 ACRES, BEING THE NW/4 OF SECTION 7, TOWNSHIP 17 S, RANGE 39 W, AND THE

W/2 OF SECTION 14, TOWNSHIP 17 S, RANGE 40 W; #I WEAR TRUST, 640, ACRES, BEING THE E/2 OF SECTION 10, TOWNSHIP 17 S, RANGE 39 W, AND THE

THE S/2 OF SECTION 7, TOWNSHIP 17 S, RANGE 39 W. #I BRUNSWIG, 640 ACRES, BEING NE/4 AND SE/4 OF SECTION 12, TOWNSHIP 17 S, RANGE 40 W, AND

#I KEIFER, 640 ACRES, N/2 AND SE/4, SECTION 6, TOWNSHIP 17 S, RANGE 39 W, AND NE/4 SECTION 7,

TRIBUNE NORTH AREA:

#3 SPEARS, 640 ACRES, BEING ALL OF SECTION 14, TOWNSHIP 20 S, RANGE 40 W;

#2 MINEINGER, 640 ACRES BEING ALL OF SECTION 33, TOWNSHIP 20 S, RANGE 40 W;

#I MINEINGER, 640 ACRES, BEING ALL OF SECTION 34, TOWNSHIP 19 S, RANGE 40 W;

THE NE/4 OF SECTION 7, TOWNSHIP 20 S, RANGE 40 W; #2 SPEARS, 640 ACRES, BEING THE E/2 AND THE NW/4, SECTION 5, TOWNSHIP 20 S, RANGE 40 W, AND

#I MEST, 640 ACRES, BEING ALL OF SECTION 28, TOWNSHIP 19 S, RANGE 40 W;

#I LILJEGREN AND #2-15 STEPHENS, 480 ACRES BEING THE N/2 AND SW/4 OF SECTION 15, TOWNSHIP

TRIBUNE SOUTH AREA:

#I KUTTLER, 640 ACRES, BEING ALL OF SECTION 4, TOWNSHIP 20 S, RANGE 39 W.

N/2 OF SECTION 28, TOWNSHIP 20 S, RANGE 39 W. #2 KEXFORD, 640 ACRES, BEING ALL OF THE N/2 OF SECTION 29, TOWNSHIP 20 S, RANGE 39 W, AND

39 M' VND LHE 2E/4 OE 2ECLION 36' LOMN2HID 30 2' KVNCE 39 M. #I KEXFORD, 640 ACRES, BEING ALL OF THE E/2 AND THE NW/4, SECTION 30, TOWNSHIP 20 S, RANGE

#2 ANGELL AND #2A ANGELL, 640 ACRES, BEING ALL OF SECTION 5, TOWNSHIP 20 S, RANGE 39 W;

THE SE/4, SECTION 19, TOWNSHIP 20 S, RANGE 39 W, AND THE SE/4, SECTION 20, TOWNSHIP 20 S, #2 WATSON FARMS, 480 ACRES, BEING THE NW/4, SECTION 19, TOWNSHIP 20 S, RANGE 39 W, AND

A Notary Public or other officer completing the certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

My commission expires: NOTARY PUBLIC Factling $\hat{\mathcal{G}}$ by $\frac{1}{1-cody} \in \frac{1}{2}$ day of $\frac{1}{100}$ in the capacity stated therein. COUNTY OF Tan § § § STATE OF Jexa

02-2-h

Notary ID 12646917-8 Comm. Expires 04-02-2020 sexat to aters , state of Texas JULIETA BUCKLAND

A Notary Public or other officer completing the certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

NOTARY PUBLIC	
wledged before me on the <u>day of hore</u> 2017,	Dy I he foregoing instrument was acknow
	STATE OF EXES §

U-2-2020

My commission expires:

NoIdiy 10 12646917-8 Comm. Expires 04-02-2020 sexeT to sters , bildug yreroN **UNCLIETA BUCKLAND**

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	orange Comme Expires Jun 13, 2019
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	seritasion expires:
	NOTARY PUBLIC
	by The foregoing instrument was acknowledged before me on the day of the 1017.
	The formation and a substantiation of the su
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	STATE OF (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
	truthtulness, accuracy, or validity of that document.
	matrytataal who signed the document to which this certificate is attached, and not the
	A Notary Public or other officer completing the certificate verifies only the identity of the



Operating Company

MANUFACTURERS OF HYDROCARBONS

December 29, 2018

Kansas Corporation Commission Attn: Miss Jonelle Rains, Supervisor **Environmental Protection and Remediation** 266 N. main, Ste 220 Wichita, KS 67202-1513

Via Electronic Mail

RE: Bartling Oil Company, T-1 Transfer Request, Various Wells, Greeley Counties, KS;

Dear Ms. Rains

Per your request via email dated December 28, 2017, BGH Energy, LLC acquired all of Bartling Oil Company's right, title and interest in and to various wells and leases, and more specifically described in the various T-1 Forms filed with the Kansas Corporation Commission, of which this form is attached. BGH Energy, LLC has designated Prairie Gas Operating, LLC as its designated operator and successor to those certain wells previously operated by Bartling Oil Company.

Please let me know if you need any additional information.

Respectfully,

lan B. Acrey



Susan K Bothershed Notary Public Signed before me in Gulsa County OR Dec 29th 2017

Jonelle Rains

From: Sent: To: Cc: Subject: Doug Caffey <dougcaffey@gotacres.com> Monday, January 08, 2018 10:57 AM Jonelle Rains 'Tab Bartling' Prairie Gas Operating

This is an EXTERNAL EMAIL. Think before clicking a link or opening attachments.

To Whom it May Concern:

The Horseshoe and Bartling gas fields in Hamilton and Greeley counties, Kansas are owned by BGH Energy, LLC. The operator of these fields is Prairie Gas Operating, LLC.

Doug Caffey (714) 742-8374 doug@sixcrossoil.com