

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
July 2014

Form must be Typed
Form must be Signed
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,
MUST be submitted with this form.

Check Applicable Boxes:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- Gas Gathering System: _____
- Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from N / S Line
_____ feet from E / W Line
- Enhanced Recovery Project Permit No.: _____
Entire Project: Yes No
Number of Injection Wells _____ **

Field Name: _____

**** Side Two Must Be Completed.**

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

_____ Sec. _____ Twp. _____ R. E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Type of Pit: Emergency Burn Settling Haul-Off Workover Drilling

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

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
the new operator and may continue to inject fluids as authorized by
Permit No.: _____ . Recommended action: _____

Date: _____
Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit
permitted by No.: _____ .

Date: _____
Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

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**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

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

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

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Well Location:

____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West

County: _____

Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

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: _____ Title: _____

STATE OF KANSAS
COUNTY OF
GREELEY

§
§
§
KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), effective as of the Effective Date (as hereinafter defined) is made from **BARTLING OIL COMPANY, THEODORE A BARTLING, PAM BARTLING, BRIAN P. BURNS, RIGO OIL, INC., PHILIP MANDELMER, PHYLLIS M BARTLING TRUST, THEODORE C. BARTLING TRUST, TERESE T. HERSHEY TRUST, TERESE T. HERSHEY, EILEEN A. MALLON, HARRY E. FAILING, HENRY W. BERINSTEIN, WILLIAM PAUL BERINSTEIN, collectively ("Assignors"),** whose address is 1001 Canyon Edge Dr, Austin, TX 78733 to **BGH ENERGY, L.L.C., ("Assignee"),** whose address is 114 E. 5th Street, Suite 100, Tulsa, OK 74103.

ARTICLE 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 does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN and DELIVER all of Assignor's right, title, and interest working interest unto Assignee, its successors and assigns, subject to the matters set forth herein. The term "Assets" shall mean all of Assignor's 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 "Leases") and any operating rights, described in Exhibit A, together with the lands covered 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 "Hydrocarbons") 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 "Subject Interests");

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 Interests, 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 the Wells; (ii) all contracts, agreements, drilling contracts, equipment leases, production sales and marketing contracts, farmout and farm-in agreements, operating agreements, service agreements, unit agreements, gas gathering and transportation 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 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.

ARTICLE 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 2.02 Construction. 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 instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and 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 royalty, overriding royalty, non-participating royalty, or mineral interest it 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.

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

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

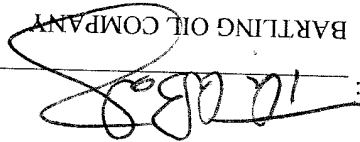
This assignment may be executed in separate counterparts by the parties, all of which are identical and all of which constitute one and the same instrument. It shall not be necessary for Assignors and the Assignee to execute the same counterpart hereof and separate executed counterparts hereof may be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

[Remainder of Page Intentionally Left Blank]

ASSETS, NOW, HERETOFORE OR HEREAFTER, IF AT ALL, FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, (C) THE CONDITION, INCLUDING ENVIRONMENTAL CONDITION OF THE ASSETS AND (D) THE COMPLIANCE OF ASSIGNOR'S OR ASSIGNOR'S REPRESENTATIVES' PAST PRACTICES WITH THE TERMS AND PROVISIONS OF ANY APPLICABLE AGREEMENT, WHETHER OR NOT IDENTIFIED IN THIS ASSIGNMENT, OR ANY APPLICABLE SURFACE AGREEMENT, PERMIT OR CONTRACT, OR APPLICABLE LAWS, INCLUDING ENVIRONMENTAL LAWS, HEALTH AND SAFETY LAWS AND LAWS RELATING TO THE PROTECTION OF NATURAL RESOURCES, WHETHER NOW OR HEREAFTER IN EFFECT.

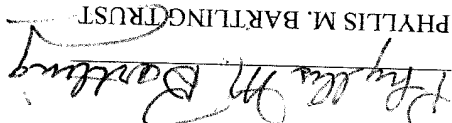
SIGNED AND EXECUTED on this 5th day of July, 2017.

SELLER(S):

By: 
THEODORE A. BARTLING

By: _____
PAM BARTLING

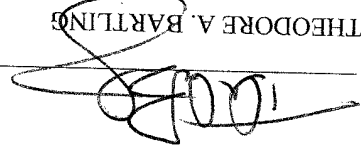
By: _____
RIGO OIL, INC.

X By: 
PHYLIS M. BARTLING (TRUST)

By: _____
TERESE T. HERSHEY TRUST

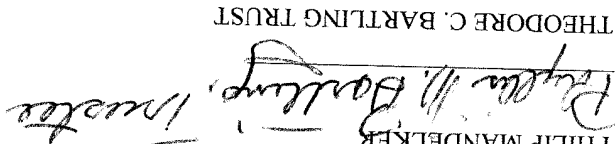
By: _____
EILEEN A. MALLON

By: _____
HENRY W. BERNSTEIN

By: 
THEODORE A. BARTLING

By: _____
BRIAN P. BURNS

By: _____
PHILIP MANDELMER

X By: 
THEODORE C. BARTLING (TRUST)

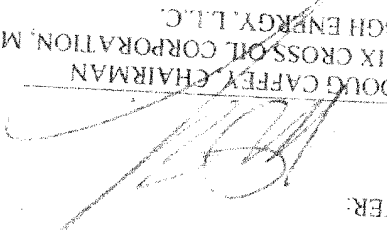
By: _____
TERESE T. HERSHEY

By: _____
HARRY E. FAILING

By: _____
WILLIAM PAUL BERNSTEIN

ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN PURCHASE AND SALE
AGREEMENT DATED JUNE 19, 2017, BY AND BETWEEN BARTLING OIL COMPANY, ET AL., AS
SELLER AND BGH ENERGY, L.L.C. AS BUYER.

EXHIBIT -A-

BUYER:
BY: 
DOUG CAFFEY, CHAIRMAN
SIX CROSS OIL CORPORATION, MANAGER
BGH ENERGY, L.L.C.

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

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

#1 REXFORD, 640 ACRES, BEING ALL OF THE E/2 AND THE NW/4, SECTION 30, TOWNSHIP 20 S, RANGE 39 W, AND THE SE/4 OF SECTION 36, TOWNSHIP 20 S, RANGE 39 W.

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

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

TRIBUNE SOUTH AREA:

#1 LILJEGREN AND #2-15 STEPHENS, 480 ACRES BEING THE N/2 AND SW/4 OF SECTION 15, TOWNSHIP 19 S, RANGE 40 W;

#1 WEST, 640 ACRES, BEING ALL OF SECTION 28, TOWNSHIP 19 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 THE NE/4 OF SECTION 7, TOWNSHIP 20 S, RANGE 40 W;

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

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

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

TRIBUNE NORTH AREA:

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

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

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

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

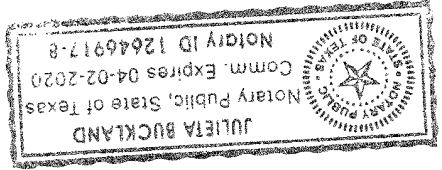
A Notary Public or other officer completing the certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Texas
COUNTY OF Texas

The foregoing instrument was acknowledged before me on the 1 day of August 2017, by Theodore H. Franklin in the capacity stated therein.

Franklin Oil Company

[Signature]
NOTARY PUBLIC



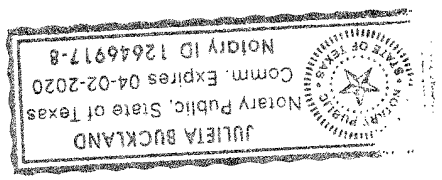
My commission expires: 4-2-20

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.

STATE OF TEXAS
§
§
§
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me on the 1 day of August, 2017, by Theodore Hoffling in the capacity stated therein.

[Signature]
NOTARY PUBLIC



My commission expires: 4-2-2020

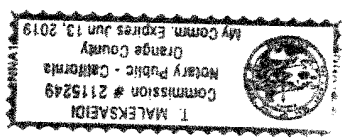
A Notary Public or other officer completing the certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California
COUNTY OF San Diego

The foregoing instrument was acknowledged before me on the 2 day of May, 2017, by Wanda G. [unclear] in the capacity stated therein.

NOTARY PUBLIC

My commission expires: 12/12/2019



PRAIRIE GAS

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

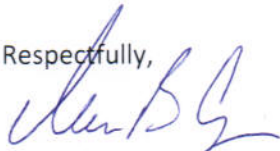
RE: Bartling Oil Company, T-1 Transfer Request, Various Wells, Greeley Counties, KS;

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,



Ian B. Acrey



Susan K Mothershed
Notary Public

*Signed before me in
Tulsa County OK
Dec 29th 2017*

Amendment to Exhibit "A" in the Assignment from Bartling Oil Company to BGH Energy, L.L.C. dated August 1, 2017

**Bartling Oil Company #1A Watson Farms all of 8-20S-39W
Bartling Oil Company #2 Wineinger all of 33-19S-40W
Bartling Oil Company Coakes Salt Water Disposal System SE SE SE 21-19S-40W
Bartling Oil Company 4 acres in C NW 18-20S-39W**

And the former Horseshoe Operating properties now owned by BGH Energy L.L.C. and operated by Prairie Gas Operating:

**Prairie Gas Operating #1 Adams
Prairie Gas Operating #1-10 Barker
Prairie Gas Operating #1-9 Clift
Prairie Gas Operating A#1 Clift
Prairie Gas Operating A #3-33 Clift
Prairie Gas Operating B-1 Clift
Prairie Gas Operating B #3-34 Clift
Prairie Gas Operating #3-27 Drake
Prairie Gas Operating B #1 Fecht
Prairie Gas Operating D #1 Fecht
Prairie Gas Operating #1-35 Fertig
Prairie Gas Operating #2 Floyd
Prairie Gas Operating #3 Floyd
Prairie Gas Operating A-1 Floyd
Prairie Gas Operating A#2-25 Floyd
Prairie Gas Operating A #3-25 Floyd
Prairie Gas Operating B, -1 Floyd
Prairie Gas Operating #1-7 Foster
Prairie Gas Operating #2-7 Foster
Prairie Gas Operating #3-7 Foster
Prairie Gas Operating #1 Gibson
Prairie Gas Operating #3-26 Gibson
Prairie Gas Operating A#1 Harris
Prairie Gas Operating #1 Hoffman
Prairie Gas Operating #3-29 Householder
Prairie Gas Operating A #2-23 Miller
Prairie Gas Operating A#1 Pringle
Prairie Gas Operating A #2 Pringle
Prairie Gas Operating A #4-25 Pringle
Prairie Gas Operating C-1 Pringle
Prairie Gas Operating #1 Richardson Estate
Prairie Gas Operating A-1 Sell
Prairie Gas Operating A #2-3 Sell
Prairie Gas Operating B-1 Wear
Prairie Gas Operating #1 Wineinger
Prairie Gas Operating #3-35 Wineinger**