KOLAR Document ID: 1363122

## 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:	ttea 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: feet from N / S Line feet from E / W Line	SecTwp R 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.:	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:
i asi Operator s marrie a Address.	
	Date:
Title:	Signature:
New Operator's License No.	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
	Date:
Title	Signature:
Title:	Signature.
<b>Acknowledgment of Transfer:</b> The above request for transfer of injection noted, approved and duly recorded in the records of the Kansas Corporation Commission records only and does not convey any ownership interest in the	Commission. This acknowledgment of transfer pertains to Kansas Corporation
is acknowledged as	is acknowledged as
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pil
Permit No.: Recommended action:	permitted by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC

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#### 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	on Line	Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle 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		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		I JL/FINL	LL/  VVL		

A separate sheet may be attached if necessary

<sup>\*</sup> 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: 1363122

## Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

# 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: State: Zip:+	
Contact Person:	the lease helpw
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 toy records of the county traceurer
City: State: Zip:+	_
the KCC with a plat showing the predicted locations of lease roads, to	thodic Protection Borehole Intent), you must supply the surface owners and ank batteries, pipelines, and electrical lines. The locations shown on the plat d on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
☐ I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be	e Act (House Bill 2032), I have provided the following to the surface e located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form m being filed is a Form C-1 or Form CB-1, the plat(s) required by this c, and email address.
KCC will be required to send this information to the surface	I acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this ess of the surface owner by filling out the top section of this form and he KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handli form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ing fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.
I hereby certify that the statements made herein are true and correct	t to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

E/2 of 10- Mary Pfeifer 2417 SW Kings CT Topeka, KS 66614

# KNOM VIT WEN BY THESE PRESENTS:

#### **VARIETMENT, 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, INC., PHILIP MANDELKER, PHYLLIS M BARTLING TRUST, TERESE T. HERSHEY TRUST, TERESE T. HERSHEY, ELEEN A. BERINSTEIN, collectively ("Assignors"), whose address is 1001 Canyon Edge Dr, Austin, TX BARTLING TRUST, TERESE T. HERSHEY, ELEEN A. BERINSTEIN, WILLIAM PAUL BARTLING TRUST, TERESE T. HERSHEY, ELEEN A. BERINSTEIN, WILLIAM PAUL BARTLING TRUST, TERESE T. HERSHEY, FLEEN A. BERINSTEIN, WILLIAM PAUL BERINSTEIN, collectively ("Assignors"), whose address is 114 E. 5<sup>th</sup> Street, Suite 100, and the strength of the stren

#### **VELICLE I**

#### Grant and Habendum

Section 1.01 <u>The Grant</u>. 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 right, ittle, and interest working interest unto Assignee, its successors and assigns, subject to the matters set forth herein. The term "Assets" shall mean all of Assignors' right, ittle and interest in anotto:

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 (i) all rights with 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 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 " $\overline{Wells}$ ");

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 Avells, and any water, byproducts or waste produced therefrom or therewith or otherwise attributable thereto, and all wellhead equipment, pumps, pumping units, flowlines, pipe, transportations, 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 farmin agreements, operating agreements and service agreements, unit agreements, farmout and farmin agreements, operating 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 interests and in arrangements relating to the Subject Interests, the Wells 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.

#### **VELICLE 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. Assignment and as such they agree that if an ambiguity or question 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 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 <u>Recording</u>. 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 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.

OR ANY APPLICABLE SURFACE AGREEMENT, PERMIT OR CONTRACT, OR APPLICABLE 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 VSSIGNOR' (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, DATA, GEOFOGICAL ASSETS, (B) THE ACCURACY, COMPLETENESS OR MATIRALITY OR SIGNIFICANCE VOLUME 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, HEKEBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY ASSIGNEE ACKNOWLEDGES THAT ASIGNOR HAS NOT MADE, AND ASSIGNOR

WHETHER NOW OR HEREVETER IN EFFECT.

APPLICABLE LAWS, INCLUDING ENVIRONMENTAL LAWS, HEALTH AND SAFETY

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 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 IN THIS ASSIGNMENTAL CONDITION OF NATURAL LAWS, HEALTH AND SAFETY LAWS, PROVISIONS OF ANY APPLICABLE AGREEMENT, WHETHER OR NOT IDENTIFIED IN THIS ASSIGNMENT, OR ASSIGNOR'S OR ASSIGNOR'S ACREEMENT, WHETHER OR NOT IDENTIFIED IN THIS ASSIGNMENT, OR ANY APPLICABLE AGREEMENT, WHETHER OR NOT PROVISIONS OF ANY APPLICABLE AGREEMENT, WHETHER OR NOT IDENTIFIED IN THIS ASSIGNMENT, OR ANY APPLICABLE AGREEMENT, WHETHER OR NOT PROVISIONS OF ANY APPLICABLE AGREEMENT, WHETHER OR NOT IDENTIFIED IN THIS ASSIGNOR'S AND ASSIGNOR'S

SIGNED AND EXECUTED on this  $2^{th}$  day of July, 2017.

**MILLIAM PAUL BERINSTEIN** HENKA M. BERINSTEIN HARRY E. FAILING ELEEN A. MALLON By: **TERESE T. HERSHEY** TERESE T. HERSHEY TRUST By: By: THEODORE C. BARTLING TRUST PHYLLIS M. BARTLING(TRUST **PHILIP MANDELKER B**TCO OIF' INC :λg By: BRIAN P. BURNS PAM BARTLING  $B\lambda$ : THEODORE A. BARTLIY BARTLING OIL COMPAN SELLER(S):

ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN PURCHASE AND SALE SELLER AND BGH ENERGY, L.L.C. AS BUYER,

EXHIBIT "A"

BOH ENERGY, L.L.C. SIX CROSSON CORPORATION, MANAGER

:49

BUYER

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

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

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

N/2 OF SECTION 28, 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

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

# TRIBUNE SOUTH AREA:

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

#1 MEST, 640 ACRES, BEING ALL OF SECTION 28, 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 MINEINGER, 640 ACRES, BEING ALL OF SECTION 34, TOWNSHIP 19 S, RANGE 40 W;

#2 MINEINGER, 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:

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

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

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

RANGE 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

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 LEVEL \$

The foregoing instrument was acknowledged before me on the 1 day of the by the oby the oby the in the capacity stated therein.

NOTARY PUBLIC

JULIETA BUCKLAND

JULIETA BUCKLAND

Comm. Expires 04-02-2020

Comm. Expires 04-02-2020

Motory ID 12646917-8

My commission expires:

02-2-h

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.

§	COUNTY OF 1800 C
§	2
§	STATE OF LEXAS
	· · · · · · · · · · · · · · · · · · ·

The foregoing instrument was acknowledged before me on the by I he foregoing instrument was acknowledged before me on the by I he foregoing instrument was acknowledged before me on the by I he foregoing instrument was acknowledged before me on the by I have been supported by I have been been before me on the boundary of the beautiful to be a support of the beau

TARY PUBLIC State of Texas Comm. Expires 04-02-2020

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My commission expires:

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vas acknowledged before me on the day of the 201	ง พอบเทยรณ์ ซึกก็จริงเลง จาก
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Commission & 2115249
Commission & 2115249
Motary Public - California
Orange County
My Comm. Expires Jun 13, 2019



# Operating Company

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.

lan B. Acrey

Susan K Brothershed Notary Public Signed before me in Julsa County OR Dea 29th 2017

# **Jonelle Rains**

From: Doug Caffey <dougcaffey@gotacres.com>
Sent: Monday, January 08, 2018 10:57 AM

To: Jonelle Rains
Cc: 'Tab Bartling'

**Subject:** 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