KOLAR Document ID: 1596789

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form T-1
April 2019
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:	1				
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	SecTwpRE				
feet from E / W Line	Legal Description of Lease:				
Enhanced Recovery Project Permit No.:	County: Production Zone(s):				
Entire Project: Yes No					
Number of Injection Wells**					
Field Name:	Injection Zone(s):				
** Side Two Must Be Completed.	injection zone(s).				
Surface Pit Permit No.:	feet from N / S Line of Section				
(API No. if Drill Pit, WO or Haul)	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:				
	Date:				
Title:	Signature:				
New Operator's License No	Contact Person:				
New Operator's Name & Address:	Phone:				
	Oil / Gas Purchaser:				
New Operator's Email:	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 0	Commission. This acknowledgment of transfer pertains to Kansas Corporation				
Commission records only and does not convey any ownership interest in the a	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:				
Date: Authorized Signature	Authorized Signature				
DISTRICT	PROPULATION				
DISTRICT EPR I	PRODUCTION UIC				

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#### Side Two

#### Must Be Filed For All Wells

KDOR Lease No.:					
* Lease Name: _			_ * 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	Circle: 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 _		
		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		
			FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		

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.

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#### 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) CI	B-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)		
OPERATOR: License #			
Name:	·		
Address 1:			
Address 2:			
City:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:		
Contact Person:	tne lease below:		
Phone: ( ) Fax: ( )			
Email Address:			
Surface Owner Information:			
Name:			
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:	the state of the s		
City: State: Zip:+			
	, tank batteries, pipelines, and electrical lines. The locations shown on the plat red on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.		
owner(s) of the land upon which the subject well is or will	ice Act (House Bill 2032), I have provided the following to the surface be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form orm being filed is a Form C-1 or Form CB-1, the plat(s) required by this ax, 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 ce owner(s). To mitigate the additional cost of the KCC performing this dress of the surface owner by filling out the top section of this form and the KCC, which is enclosed with this form.		
If choosing the second option, submit payment of the \$30.00 hand form and the associated Form C-1, Form CB-1, Form T-1, or Form	dling 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 corre	ect to the best of my knowledge and belief.		
Date: Signature of Operator or Agent:	Title:		

## ASSIGNMENT OF OIL AND GAS LEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Brant Energy, LLC**, a Kansas limited liability company, 962 Rock Creek Road, Pomona, Kansas 66076, hereinafter called "Assignor," for valuable consideration, the receipt of which is hereby acknowledged, does grant, bargain, sell convey, transfer, assign and deliver unto **BallouWest Oil LLC**, a Kansas limited liability company, P.O. Box 261, Osawatomie, KS 66064 hereinafter called "Assignee" (whether one or more), its successors and assigns, all of Assignor's right, title and interest in and to the following oil and gas lease and personal property:

#### (A) See, Exhibit A

and the leasehold estate and right, privileges and interests created by said leases subject to all the terms and conditions of said oil and gas lease and extensions thereof; AND

(B) All personal property, to include fixtures and improvements, currently located on the oil and gas lease described above in paragraph (A), and used or useable in connection with oil and gas exploration and production activities.

The Lease and Personal Property are collectively referred to as the "Assigned Property."

#### ASSIGNMENT TERMS:

- 1. DISCLAIMER OF WARRANTY. Assignor makes this assignment without any representation or warranty of any kind, and the assigned property is being assigned AS IS, WHERE IS and WITH ALL FAULTS. Assignee accepts the Assigned Property without warranty of any kind by Assignor. All express or implied warranties, specifically including the implied warranties of merchantability, and fitness for a particular purpose, merchantability of title and validity of the Leases are here by disclaimed.
- 2. ASSUMPTION OF RESPONSIBILITY. Assignors and Assignee do hereby stipulate and agree among themselves that all of the wells located upon the Leases are being assigned to Assignee and that no such wells have been abandoned by Assignors at the time of this Assignment. Assignee does hereby agree to accept all responsibility and liability for all of the Assigned Property from and after the date of this Assignment and shall indemnify and hold Assignors harmless from any, claim, damage, liability or responsibility for any of such wells or oil and gas equipment or the

repair, restoration or remediation of the real property covered by the Leases from and after the date of this Assignment, whether or not such damage, event or liability accrued prior to the date of this assignment. Within 30 days after the effective date of this Assignment Assignee shall accept an assignment of operator responsibility for all wells located on the Leases by form T-1 Transfer filed with the Conservation Division of the Kansas Corporation Commission.

- 3. TRANSFER OF RIGHTS. To the extend transferable, Assignee is hereby granted the right of full substitution and subrogation in and to any and all rights and warranties which Assignor has or may have with respect to the Assigned Property conveyed herein of which Assignor has or may have against any and all preceding owners, vendors or warrantors. The Assigned Property shall include all right, title and interest which Assignor may have in and to the Leases or the real property covered thereby, including but not limited to, lease hold interests, rights of assignment or reassignment, fee interests, royalties or overriding royalties, contractual rights, regulatory authorities and permits or licenses, easements and rights-of-way.
- 4. FURTHER ASSURANCES. The parties agree to execute, acknowledge and deliver such other and further instruments or documents, and to take such other and further actions as may be reasonably necessary to carry out the provisions of this Assignment.
- 5. EFFECTIVE DATE. This Conveyance shall be effective as of October 1, 2021, at 12:01 a.m., central standard time.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignee herein, its successors, personal representatives, administrators, executors and assigns forever.

BRANT ENERGY, LLC

By: Annier Thompson Managing Member

BALLOUWEST OIL LLC

By: Terry Ballou Member

ASSIGNEE

By: Maddud

Brother West Member

STATE OF KANSAS, COUNTY OF Franklin, ss:
This instrument was acknowledged before me on the day of November, 2021, by Hunter Thompson, Managing Member of <u>Brant Energy</u> , <u>LLC</u> , a Kansas limited liability company.
Kafflet
Appointment/Commission Expires:  NOTARY PUBLIC - State of Kansas  KAITLYN NITCHER
My Appt. Exp
STATE OF KANSAS, COUNTY OF FRONKLE , ss:
This instrument was acknowledged before me on the day of November, 2021, by Terry Ballou and Brother West in the capacity as a sole Member of BallouWest Oil LLC, a Kansas
NOTARY PUBLIC - State of Kansas TRACY L. CLIFTON My Appt. Exp
Appointment/Commission Expires:
STATE OF KANSAS, COUNTY OF FRANKLIN, ss:
This instrument was acknowledged before me on the 8th day of November, 2021, by Brother West in the capacity as a sole Member of BallouWest Oil LLC, a Kansas limited liability company.
Kellhi
Appointment/Commission Expires:

NOTARY PUBLIC - State of Kansas

KAITLYN NITCHER

My Appt. Exp. 11 22/23

#### **TERBROCK LEASE**

Dated:

August 1, 2014

Recorded:

Book 2014, Page 04817

Lessors:

Dennis Terbrock and Gail Terbrock, husband and wife

Lessee:

JTC Oil, Inc.

Description:

The area said to be North of Plum Creek and East of Plum Creek in the SE Quarter

of Section 27, Township 17 South, Range 22 East, Miami County, Kansas, containing

60 acres, m/l.

#### **RENNER LEASE**

Dated:

April 24, 1985

Recorded:

Book 310, Page 574

Lessors:

Rush D. Renner

Lessee:

A. E. Ballou and/or Pat Ballou, his wife

Description:

South Half (S/2) of the Southeast Quarter (SE/4) of Section Sixteen (16), Township

Seventeen (17) South, Range Twenty-two (22) East, containing 80 acres, more or

less, Miami County, Kansas.

#### **VAN HORN LEASES**

Dated:

February 15, 1977

Recorded:

Book 86, Page 453 Grace I. Van Horn

Lessors: Lessee:

Town Bros. Oil Co.

Description:

The South One-Half of the Southwest Fractional Quarter of Section 18, Township 16,

Range 20, Franklin County, Kansas,

Dated:

June 21, 1978

Recorded:

Book 88, Page 459

Lessors: Lessee: Grace I. Van Horn

December:

Town Bros. Oil Co.

Description:

The East One-Half of the Southeast Quarter of Section 13, Township 16 South,

Range 21 East, Franklin County, Kansas,

#### **BIVINS LEASE**

Dated:

April 14, 1954

Recorded:

Book Misc. 48, Page 303 Josephine E. Bivins and Ray Bivins, her husband and Minnie Fiehler, a single woman

Lessors: Lessee:

Mrs. Joe E. Carroll

Description:

North Half of the Southwest Quarter of Section Eighteen (18), Township Sixteen (16),

Range Twenty-one (21), Franklin County, Kansas.

#### ANNA ANTONE LEASE

Dated:

August 22, 2013

Recorded:

Misc. Book 266, Page 157

Lessor:

Anna M. Reese

Lessee:

Reusch Well Service, Inc.

Description:

Beg. at the S.W. corner of the S.E.1/4 of Sec. 15, Twp. 17, Rng. 19, thence N. 01

degree 55 minutes 00 seconds W 283.00 feet along the W line of said quarter section

to a point on the N right of way line of Old Highway 50; thence N 65 degrees 50 minutes 15 seconds E 570.56 feet along said right of way line to the true point of beginning; thence continuing N 65 degrees 50 minutes 15 seconds E 854.38 feet along said right of way to a point on the E line of the W 1/2 of said quarter section; thence N 02 degrees 10 minutes 31 seconds W 776.07 feet along said E line to a point of the S right of way line of Highway I-35, as now exists; thence S 68 degrees 27 minutes 15 seconds W 471.31 feet along said right of way line; thence S 73 degrees 53 minutes 42 seconds W 350.16 feet along said right of way line; thence S 73 degrees 57 minutes 23 seconds W 66.96 feet along said right of way line; thence S 06 degrees 18 minutes 17 seconds E, 865.45 feet to the true point of beginning, containing 15.36 acres, more or less, Franklin County, Kansas.

### **OIL AND GAS OPERATOR'S CONTRACT**

This Agreement is made between Ballouwest Oil LLC (Client) with a mailing address of Po box 261, Osawatomie KS 66064 and Black-Travis Inc.(Contractor) with a mailing address of 15566 W 335<sup>th</sup> St., Paola KS 66071.

The Contractor agrees to perform the following: Assume the Operations of the following leases:

Van Horn – S/2 SW/4 OF 18-16S-21E and the E/2 SE/4 of 13-16S-20E in Franklin County KS

Terbrock – A portion of the SE/4 27-17S-22E containing 60 acres in Miami County KS

Bivins – N/2 SW/4 of 18-16S-21E in Franklin County KS

Renner – S/2 SE/4 of 16-17S-22E in Miami County KS

Antone – W/2 of the SE/4 of 15-17S-19E in Miami County KS

The Client will be responsible for all expenses related to the operation of these leases.

The Contractor agrees to carry a minimum of \$1,000,000 of liability insurance.

The Client and the Contractor have the right to terminate this agreement at anytime providing 90 days written notice.

The Contractor must retain an Oil and Gas Operators License with the State of Kansas Current License# 3424

This agreement represents the entire agreement between the parties.

Client's Signature's:	Date 12-7-2021
Client's Signature's:	Date 12-08-2021
Contractor's Signature:	Date 12-08-202