

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:

- 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: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

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

_____ is acknowledged as 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 _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

Form Must Be Typed

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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: _____

**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.

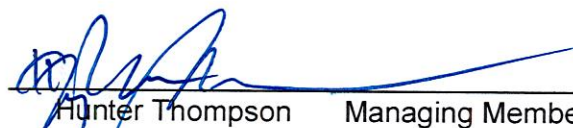
3. TRANSFER OF RIGHTS. To the extent transferable, Assignee is hereby granted the right of full substitution and subrogation in and to any and all rights and warranties which Assignor has or may have with respect to the Assigned Property conveyed herein of which Assignor has or may have against any and 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: 

Hunter Thompson Managing Member


ASSIGNOR

BALLOUWEST OIL LLC

By: 

Terry Ballou Member


ASSIGNEE

By: 

Brother West Member

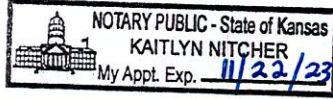
STATE OF KANSAS, COUNTY OF Franklin, ss:

This instrument was acknowledged before me on the 5th day of November, 2021, by Hunter Thompson, Managing Member of **Brant Energy, LLC**, a Kansas limited liability company.



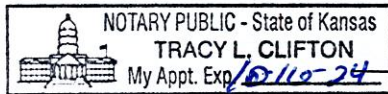
Notary Public

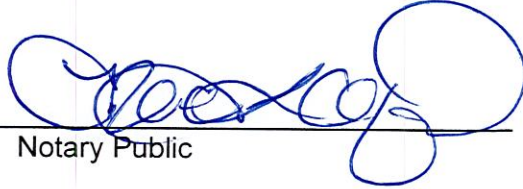
Appointment/Commission Expires:



STATE OF KANSAS, COUNTY OF Franklin, ss:

This instrument was acknowledged before me on the 10th day of November, 2021, by Terry Ballou ~~and Brother West~~ in the capacity as a sole Member of **BallouWest Oil LLC**, a Kansas limited liability company.





Notary Public

Appointment/Commission Expires:

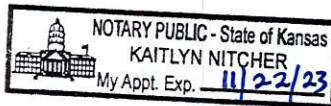
STATE OF KANSAS, COUNTY OF FRANKLIN, ss:

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.



Notary Public

Appointment/Commission Expires:



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
Lessors: Grace I. Van Horn
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: Grace I. Van Horn
Lessee: 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
Lessors: Josephine E. Bivins and Ray Bivins, her husband and Minnie Fiehler, a single woman
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 77 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 335th 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 12-08-2021