

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION
**REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form T-1
April 2004
Form must be Typed
Form must be Signed
All blanks must be Filled

Check Applicable Boxes:

- ☒ Oil Lease: No. of Oil Wells 1 *originally* **
☐ 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: Gra-Sher Northwest

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

Effective Date of Transfer: July 14, 2008
~~June 14, 2008~~
KS Dept of Revenue Lease No.: 131009 *kgp*
Lease Name: Transue
C NW SW Sec. 25 Twp. 09S R. 26 ☐ E ☒ W
Legal Description of Lease: SW/4 Sec 25, Twp 09S, R 26W
Sheridan Co., KS
County: Sheridan
Production Zone(s): Lansing/Kansas City
Injection Zone(s): CEDAR HILLS

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

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

Past Operator's License No. 34067
Past Operator's Name & Address: Chief Operating
c/o Mitchell McNaul, 311 W. 2nd Ave, Hutchinson, KS 67501
Title: _____

Contact Person: Mitchell McNaul
Phone: _____
Date: _____
Signature: Assignment and Oil & Gas Lease
A Hatched

New Operator's License No. 34151 ✓
New Operator's Name & Address: Brinker Enterprises, LLC,
216 S. Marshall St,
Glen Elder, KS 67446
Title: Agent

Contact Person: Lee J Brinker
Phone: 785-545-7080
Oil / Gas Purchaser: None
Date: 07-13-10
Signature: Kendia K. Brinker

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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: _____

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

Authorized Signature

Authorized Signature

DISTRICT _____ EPR 11-3-10 PRODUCTION 11-3-10 UIC 11-3-10
Mail to: Past Operator _____ New Operator _____ District _____

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

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061408 Transue INT.pdf

* Lease Name: Transue * Location: NW, SW, SW Sec 25, 09S, R 26W, Sheridan Co. KS

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KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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

Form KSONA-1
July 2010
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 # 34151
Name: Brinker Enterprises, LLC
Address 1: 216 S. Marshall St
Address 2: _____
City: Glen Elder State: KS Zip: 67446 + _____
Contact Person: Harold Bellerive
Phone: (785) 635-4531 Fax: (785-) 627-3896
Email Address: _____

Well Location:
C NW SW SW Sec. 25 Twp. 09 S. R. 26 ☐ East ☒ West
County: Sheridan
Lease Name: Transue 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: Transue Sisters Trust
Address 1: RR #1, Box 48
Address 2: _____
City: Studley State: KS Zip: 67740 + _____

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 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: 11-01-10 Signature of Operator or Agent: Harold Bellerive Title: Agent

SCANNED _____
INDEXED _____
CROSS-INDEXED _____

ASSIGNMENT OF OIL AND GAS LEASE



Sheridan County, Kansas
FILED FOR RECORD
This 5th day of May, 2009
at 10:30 o'clock A.M., in
Vol 278, Page 566-567
Mary Weimer - Dep.
Register of Deeds

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned, **Nor-West Kansas Oil, L.L.C.**, 20014 283 Hwy, WaKeeney, Kansas 67672, hereinafter called Assignor, for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto **Brinker Enterprise, L.L.C.**, 216 S. Marshall St., Glen Elder, KS. 67446, hereinafter called Assignee, all right, title and interest, subject to the overriding royalty reservation hereinafter set out, in and to the following Oil and Gas Lease, to-wit:

Oil and Gas Lease dated June 11, 2008, from Velda Transue,
Trustee of the Transue Sisters Trust dated August 1, 1991,
Lessor, to Nor-West Kansas Oil, L.L.C., Lessee, recorded in
Book 275, Page 541, covering the Southwest Quarter (SW/4)
of Section Twenty-five (25), Township Nine (9) South, Range
Twenty-six (26) West, Sheridan County, Kansas.

COPY

except and subject to partial assignment of the aforesaid lease shown at Book 277 Page 469 of the records of the Sheridan County Register of Deeds office and containing approximately _____ acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

The Assignor herein hereby expressly excepts, reserves and retains title to an undivided 2.0% of 8/8ths of all oil, gas and casinghead gas produced, saved and marketed from the above described land under the provisions of the aforesaid lease, or any extension or renewal thereof, as an overriding royalty, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom.

And for the same consideration, the Assignor covenants with the Assignee, its or his heirs, successors and assigns: That the Assignor is the lawful owner of and has good title to the

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BOOK 278 PAGE 566

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interest above assigned in and to said lease, estate, rights and property, free and clear from any liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

EXECUTED this 24 day of April, 2009.

NOR-WEST KANSAS OIL, L.L.C.

By: Patrick G. Wanker

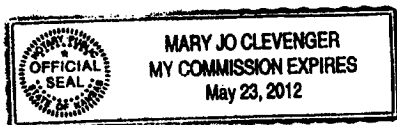
Patrick G. Wanker, Secretary-Treasurer

STATE OF KANSAS,

COUNTY OF TREGO, ss

The foregoing instrument was acknowledged before me this 24 day April, 2009, by Patrick Wanker as Secretary-Treasurer of Nor-West Kansas Oil, L.L.C., and acknowledged to me that he executed the same for the purposes and consideration therein expressed acting for and on behalf of said corporation in his capacity as such officer.

GIVEN under my hand and seal of office the day and year last above written.



Mary Jo Clevenger
Notary Public

My Appointment Expires:

Page 2 of 2

BOOK 278 PAGE 567

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OIL AND GAS LEASE

AGREEMENT, Made and entered into the 11th day of June 2008

by and between Transue Sisters Trust, dated August 1, 1991

Velda Transue, Trustee

whose mailing address is RR # 1, Box 48, Hoxie, KS. 67740 hereinafter called Lessor (whether one or more),
and Nor-West Kansas Oil, L.L.C., 20014 283 Hwy., WaKeeney, KS. 67672

..., hereinafter called Lessee:

Lessor, in consideration of One Dollar and OVC Dollars (\$ 1.00), in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and other substances into, and laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Sheridan State of Kansas described as follows to-wit:

Southwest Quarter (SW/4)

In Section 25, Township 9S, Range 26W, and containing 160 acres, more or less, and accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8) at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, use off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises; including the right to draw and remove casing.

Notwithstanding the foregoing, if the estate of either party hereto is assigned, and the privilege of assignment in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, assigns, and assigns of the lessor or assignor of the lessor or assignor of the lessor, and the lessor or assignor of the lessor or assignor of the lessor shall be bound on the lease until after the lease has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessor may at any time execute and deliver to lessee or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agree that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

[illegible]

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Witnesses:

Transue Sisters, Trust
Velda Transue, Trustee

Transue Sisters Trust
Velda Transue, Trustee

BOOK 275 PAGE 541

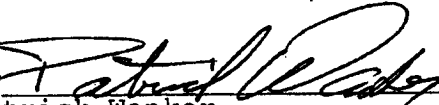
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And for the same consideration, the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from any liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed, and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

This assignment amends the legal description in the assignment dated November 4, 2008 and recorded November 26, 2008 in Book 276 Page 491 covering a tract within the above described 12.5 acres. All terms of the previous assignment are hereby ratified, except the acreage assigned as amended by this assignment.

EXECUTED this 16th day of Feb, 2009.

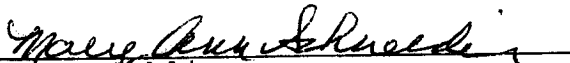
NOR-WEST KANSAS OIL, L.L.C.

By 
Patrick Wanker

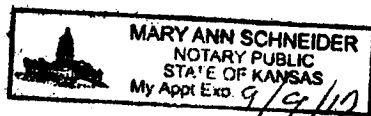
STATE OF KANSAS,
COUNTY OF TREGO, ss:

The foregoing instrument was acknowledged before me this 16th day of February, 2009, by Patrick Wanker as Secretary-Treasurer of Nor-West/Kansas Oil, L.L.C., and acknowledged to me that he executed the same for the purposes and consideration therein expressed acting for and on behalf of said corporation in his capacity as such officer.

GIVEN under my hand and seal of office the day and year last above written.


Notary Public

My Appointment Expires:



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BOOK 277 PAGE 470

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INDEXED ✓
CROSS-INDEXED ✓

Sheridan County, Kansas
FILED FOR RECORD
This 18th day of Feb., 2009
at 10:05 o'clock A.M., in
Vol. 277 Page 469-470
Kari Weiss
Register of Deeds



ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Nor-West Kansas Oil, L.L.C.**, 20014 283 Hwy., WaKeeney, Kansas 67672, hereinafter called Assignor, for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto **Brinker Enterprises, L.L.C.**, 216 South Marshall, Glen Elder, Kansas 67446, hereinafter called Assignee, all right, title and interest, subject to the overriding royalty reservation hereinafter set out, in and to the Oil and Gas Lease dated June 11, 2008, from Velda Transue, Trustee of the Transue Sisters Trust dated August 1, 1991, Lessor, to Nor-West Kansas Oil, L.L.C., Lessee, recorded in Book 275, Page 541 insofar as said lease covers the following described land in Sheridan County, State of Kansas:

Tract 1: East Half of Southwest Quarter of Southeast Quarter of Southwest Quarter (E/2 SW/4 SE/4 SW/4) of Section Twenty-five (25), Township Nine (9) South, Range Twenty-six (26) West of the 6th P.M.

Tract 2: West Half of Southeast Quarter of Southeast Quarter of Southwest Quarter (W/2 SE/4 SE/4 SW/4) of Section Twenty-five (25), Township Nine (9) South, Range Twenty-six (26) West of the 6th P.M.

Tract 3: West Half of the East Half of Southeast Quarter of Southeast Quarter of Southwest Quarter (W/2 E/2 SE/4 SE/4 SW/4) of Section Twenty-five (25), Township Nine (9) South, Range Twenty-six (26) West of the 6th P.M.

and containing approximately 12.5 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

The Assignor herein hereby expressly excepts, reserves and retains title to an undivided 2.0% of 8/8ths of all oil, gas and casinghead gas produced, saved and marketed from the above described land under the provisions of the aforesaid lease, or any extension or renewal thereof, as an overriding royalty, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom.

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