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KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

AUG 2 9 2012

March 2010 Form must be Typed

REQUEST FOR CHANGE OF OPERATOR WICHITA Hollanks must be Signed TRANSFER OF INJECTION OR SURFACE PIT PERMIT

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, RECEIVED

MUST be submitte	ed with this form.
Check Applicable Boxes: Oil Lease: No. of Oil Wells 41 -32-0il-1 wsw	Effective Date of Transfer: 1/23/2012 AUG 1 3 2012
	1/3964 V
Gas Lease: No. of Gas Wells**	NOU WIGHTA E
Gas Gathering System:	Lease Name: Roy Beets
Saltwater Disposal Well - Permit No.:	
Spot Location:	Legal Description of Lease: 12 - 18 - 218
feet from E / W Line F 1 3 743	
Enhanced Recovery Project Permit No.: £ 23743	County: Miami County: Miami County: Miami
Entire Project: Yes No	County:
Number of Injection Wells	Production Zone(s).
Field Name: TADIA - ROUTUU	Injection Zone(s):
	feet from N / S Line of Section
Surface Pit Permit No.: (API No. if Drill Pit, WO or Haul)	feet from E / W Line of Section
	Drilling no.
Type of Pit: Emergency Burn Settling	Tradition
Past Operator's License No. 59551 5955/	Contact Person: Charles Gorges
Pioneer Oil Co.	Phone: 913-285-0834
Past Operator's Name & Address: Pioneer Oil Co.	3/1/20
23235 W. 251 St. Paola, Ks 66071	Date. Horses
Title: President	Signature: And Signature:
	Tim Guinotte
New Operator's License No. 33973 /	Contact Person: Tim Guinotte
New Operator's Name & Address: Guinotte Company LLC	Phone: 785-229-2653
Tim Guinotte 15526 S. Willow	Oil / Gas Purchaser: High Storra (Tugher Entro
Ottawa, Ks 66067	Date: 3 - (-)2
A (C	MAR 0.5 2012
Title: Uperater	Signature: Spanner US 2012
	KCC WICHITA
Acknowledgment of Transfer: The above request for transfer of injection	authorization, surface pit permit #
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) of pit permit.
(, ,) () 110	is acknowledged as
Guinotte Company LL 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
Permit No.: F-23, 743 . Recommended action: Violations	permitted by No.: MAR 1 4 2012
MIT'S OverDue +West USC'S for 2007-2011	ghall inf.
Date: 9-11-12 Chemiddays	Date:
Authorized Signature	9 14 12 9-1-12
DISTRICT EPR 9/10/12 New Oper	Q-II-IA
Mail to: Past Operator New Oper	

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

AUG 2 9 2012

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Must Be Filed For All Wells

KCC WICHITA

113964 KDOR Lease No.: S12-T185 * Lease Name: Roy Beets Location Well Status Type of Well Footage from Section Line API No. (YR DRLD/PRE '67) Well No. (Oil/Gas/INJ/WSW) (PROD/TA'D/Abandoned) (i.e. FSL = Feet from South Line) **PROD** Oil 15-121-22622 4163 HOLENIL 174 1 PROD Oil 15-121-22120 4153 488 2 PROD Oil 546 4510_F 15-121-22623 1 3 **PROD** Oil 476 5165 FEXTEN 15-121-226781 4 **PROD** 783 Oil 15-121-22816/ 5159 FACENT 5 PROD Oil 4511 FENERAL 15-121-225631 910 6 **PROD** WSW 4335 FEWFIN <u>719</u> 7 **PROD** 15-121-26183 Oil 855 4183 FAXFIN 8 **PROD** Oil 4150 FA 832 9 PROD 1152 Oil 4380 10 SKR **PROD** Oil 15-121-22676 1152 4125 FSUT 11 **PROD** Oil 15-121-22513 4133 1481 12 **PROD** Oil 1784 15-121-22613 4141 13 **PROD** Oil 1963 4273 15-121-22614 14 **PROD** Oil 4578 1938 15-121-22615 15 **PROD** Oil 1870 15-121-22616 5197 16 **PROD** Oil 1475 15-121-023651 5215 17 15-121-22618 **PROD** 1085 Oil 5156 18 **PROD** 15-121-226191 1243 Oil 4653 19 RECEIVED **PROD** Oil 15-121-226201 4672 1636 20 MAR 0 5 2012 **PROD** Oil 4615 2239 15-121-226211 EMM 21 PROD KCC WICHITA 2528 Oil 15-121-2587 5177 W 22 **PROD** Oil 2531 4634 23 **PROD** Oil 2639 4310 24 RECEIVED

A separate sheet may be attached if necessary

KCC WICHITA

^{*}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 lease please file a separate side two for each lease. please indicate which section each well is located.

AUG 2 9 2012

Must Be Filed For All Wells

KCC WICHITA

KDOR Lease N		7		S12-T18	3C - AP.
* Lease Name: _	Roy Beets		* Location:	318-111	<u> </u>
Well No.	API No. (YR DRLD/PRE '67)	Footage from Section (i.e. FSL = Feet from Sou	Line th Line)	Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
25	15-121-02358	/ 4487 FS 326	62 (FEL/IVAL)	Oil	PROD
26	15-121-02359	<u> 4803</u> (S) 328	36 FEW W	Oil	PROD
27	15-121-22677	, = ,	D1 FELM	Oil	PROD
28	15-121-02360	√ <u>5165</u> (su) 38	73 FEU (M)L	Oil	PROD
29	15-121-02361	% 7	93 FEAFAI	Oil	PROD
30	15-121-0236	~ ,	58 FEIFT	Oil	PROD
31	15-121-22817/	×	57 (FEDEX)	Oil	PROD
32	15-121-02363	4131 FSL (RL) 20	91 📆	Oil	PROD
33 -	15-121-0236		~ /	Oil	PROD
1-1 (25)	15-121-22675-00	/ 🔾 - 🤇	8 FED (M)	INJ	PROD METANNE 4-20-10
1-2 (WI-Î	15-121-26159	4649 (SUPPL) 89	4 (E)(W)	INJ	BBOD WARRING 10-41-211
1-3 (8)	15-121-22349-00-	o/ 4903 (SUFF) 19	36 FELT (M)	INJ	PROD MET DUHL
1-4 (11)	15-121-22512	, () _	84 FEL FWD	INJ	PROD MET DIE 10-11-11
1-5(29)	15-121-22679-00-0	· \ ~ T	506 FEURN	INJ	PROD
1-6 (17)	15-121-22617-00-0	/ \\	009 FEUFFWI	INJ	PRODUNETARE 99-2008
1-7 (DWI	1)15-121-27238.	4246 (SU(NL) 15	551	-INJ	PROD Dy Trate
NAT-2	-15-121-2281980	3630 (FSUTNL 16	20 FEJFWL	INj	AS DW171
5	15-121-22346W	00-014425 (ES) FNL 12	20 FEL/FWL	inj	_ AZ
	AUG 1"	FSL/FNL	FEL/FWL		
	KCC MICL	3630 FSUFNL 12.	FEL/FWL		
		FSL/FNL	FEL/FWL		RECEIVED
		FSL/FNL	FEL/FWL		MAR 0 5 2012
		FSL/FNL	FEL/FWL		KCC WICHITA
	97	FSL/FNL	FEL/FWL		RECEIVED
A separate sh	eet may be attached if necessar	у			AND THE PART HAS MARCHA 2012

^{*} 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 the section please indicate which section each well is located.

July 2010

KCC WICHITA

OIL & GAS CONSERVATION DIVISION CERTIFICATION OF COMPLIANCE WITH THE WICHITAIL blanks must be Filled 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.

KANSAS CORPORATION COMMISSION

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cat	nodic Protection Borehole Intent) X T-1 (Transfer) C	P-1 (Plugging Application)
OPERATOR: License # 33973 Name: Guino He Company LLC Address 1: 15526 S. Willow Address 2: City: OHawa State: KS zip: Idealo? Contact Person: Tim ChinoHe Phone: (785) 229 - 2653 Fax: () RECEIVED Email Address: AUG 13 26		Well #:
Surface Swiner Information: Name: This office State: KCC WICH KCC WICH KCC WICH Address 12926 HCh50h Civ. Address 2: City Currence State: K5 Zip (1011)+	When filing a Form T-1 involving multiple surface or sheet listing all of the information to the left for eac owner information can be found in the records of the county, and in the real estate property tax records of	ch surface owner. Surface ne register of deeds for the
If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathod the KCC with a plat showing the predicted locations of lease roads, tank are preliminary non-binding estimates. The locations may be entered on Select one of the following:		
I certify that, pursuant to the Kansas Surface Owner Notice Acommer(s) of the land upon which the subject well is or will be lo CP-1 that I am filing in connection with this form; 2) if the form b form; and 3) my operator name, address, phone number, fax, ar	eing filed is a Form C-1 or Form CB-1, the plat(s	
I have not provided this information to the surface owner(s). I ac KCC will be required to send this information to the surface ow task, I acknowledge that I am being charged a \$30.00 handling		
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-	fee with this form. If the fee is not received with I will be returned.	this form, the KSONA-1
I hereby certify that the statements made herein are true and correct to Date: Signature of Operator or Agent:		MAR 1 4 2012
,		RECEIVED
		MAR 0 5 2012
Mail to: KCC - Conservation Division, 130 S	i. Market - Room 2078, Wichita, Kansas 67202	KCC WICHITA

2012-00546

BIDEAU LAW 'OFFICES 18 N FOREST ST PO BOX 945 CHANUTE KS 66720-0945 BOOK 25 PAGE 13

RECEIVED AUG 2 9 2012 KCC WICHITA

AFFIDAVIT

STATE OF KANSAS, COUNTY OF NEOSHO, SS

The undersigned, CHARLES E GORGES, the President of PIONEER OIL CO, a Kansas corporation and TIMOTHY P GUINOTTE, the Manager or GUINOTTE COMPANY, LLC, a Kansas limited liability company, being first duly sworn upon their respective oaths, do state as follows

1 That on the 13th day of January, 2012 they did execute a Contract for Instalment Sale and Purchase of Oil and Gas Leases with PIONEER OIL CO, as Seller and GUINOTTE COMPANY, LLC as Buyer, under said contract to the following described oil and gas leases and that the said Buyer does now have an equitable interest in and to the same described below

DIMOUSH LEASE

An oil and gas lease dated May 3, 2011 from Paul H. Dimoush and Anna Dimoush as Lessor to Pioneer Oil Co., as Lessee, recorded on May 12, 2011 at 9 45 A M in Book 254, Page 584, in the Register of Deeds of Franklin County, Kansas and covering the following described real estate, to wit.

The Northwest Quarter (NW/4) of Section 18, Township 18, Range 21, Franklin County, Kansas, containing 131 acres.

Warranted NRI 87 5%

FERRELL LEASE

An oil and gas lease dated May 3, 2011 from Paul H. Dimoush and Anna Dimoush as Lessor to Pioneer Oil Co, as Lessee, recorded on May 12, 2011 at 9 45 A M in Book 254, Page 587, in the Register of Deeds of Franklin County, Kansas and covering the following described real estate, to wit

The West Half of the Northeast Quarter (W/2 NE/4) of Section 18, Township 18, Range 21, Franklin County, Kansas, containing 80 acres

Warranted NRI 87 5%

ROY BEETS LEASE

An oil and gas lease dated June 19, 1979 from Roy Beets and Inez Beets as Lessors to Robert W Howell and Pioneer Oil Co as Lessees, which was recorded on July 24,

MiAmi

1979 at 11:04 A. M. in Book 272, Page 416, Register of Deeds of Franklin-County, Kansas, covering the following described real estate, to wit:

The Northeast Quarter of the Northwest Quarter (NE/4 NW/4), and the Northwest Quarter of the Northeast Quarter (NW/4 NE/4), and the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) except 6 6 acres starting at a point of NE corner 400 ft. West then 660 ft. South then 400 ft East then 600 ft North to the beginning, all in Section 12, Township 18, Range 21 E, Miami County, Kansas and containing 113.4 acres more or less

Warranted NRI, 87 5%

Including all right, title and interest of "Pioneer" in and to an Agreement dated February 17, 1986, by and between Roy Beets and Inez Beets and Pioneer Oil Company, for a license to use a lake or pond on the above described premises, which is recorded in the Register of Deeds of Miami County, Kansas

DUANE BEETS LEASE

An oil and gas lease dated April 17, 1984, by and between Roy Duane Beets and Sandra H. Beets, husband and wife, as Lessors and Robert W Howell and Pioneer Oil Company as Lessees, which was recorded on May 18, 1984 at 9:25 A.M. in Book 306, Page 278, Register of Deeds of Miami County, Kansas, covering the following described real estate, to wit

The Southwest Quarter of the Northeast Quarter of Section 12, Township 18, Range 21E, all in Miami County. Kansas and containing 40 acres more or less

Warranted NRI: 87 5%

WILLIAMSON LEASE

An oil and gas lease dated September 8, 1980 by and between Lyls E. Williamson and Ester E. Williamson, rus wife, as Lessors and Robert W. Howell and Pioneer On Company, as Lessees, which was recorded on October 10, 1980 at 9:53 A.M , in Book 285 at Page 8, Register of Deeds of Miami County, Kansas

Commencing at the Northeast Corner of the Northeast Quarter of Section 12, Township 18, Range 21 thence West 400 feet, thence South 660 feet, thence East 400 feet, thence North 660 feet to the place of beginning, containing 6.06 acres more or less, all in Miami County, Kansas.

Warranted NRI 87 5%

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MIAHI COUNTY REGISTER OF DEEDS DATE RECORDED: 02/10/2012 02:50:41PH TOTAL FEES: 16.00 MTG AHOUNT. 0.00

PAGES: 3 RECEIPT: 35268

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AUG 29 2012

BOOK SPAGE 15

KCC WICHITA

2. The Seller has a resident office in Miami County, Kansas with a correct post office address of.

Pioneer Oil Co. 23235 West 251st Street Paola, Kansas 66071

3. The BUYER has a resident office in Franklin County, Kansas, with a correct post office address of

Guinotte Company, LLC 1526 South: Willow Ottawa, Kansas 66067

4. Buyer is not authorized to encumber the premises by lien, mortgage or otherwise, or assign any interest in and to the same without the written consent of the Seller or until full payment of the contract

Further, all affiants say not

BUYER

SELLER:

GUINOTTE COMPANY, LLC

PIONEER OIL CO.

Timothy P Guinotte

Manager

Charles E. Gorges

President

STATE OF KANSAS, COUNTY OF NEOSHO, SS.

Subscribed and sworn to before me by Charles E. Gorges, the President of PIONEER OIL CO., a Kansas corporation, and by Timothy P. Guinotte, the Manager of Guinotte Company, LLC, a limited liability-company of the state of Kansas

NOTARY PUBLIC - State of Kansas
DIANA L SHEARIN
My Appl Exp 1 2 . 2013

Sotary Public

My Appointment Expires

FILED FOR RECORD

ME 10.55 A.M.

Turbulant to ASA Supp. 79-14375
the sales validation questionnairo
is not required due to
Exemption #______

FEB **0 3** 2012

Muse 258 Page 13 REGISTER OF DEEDS. FRANKLIN CO. KS

(Original compared with record)

INSTRUMENT#__

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and depth the bolt with a state that the state the state of a state of the state of	ŗ.
	` }3
Form 88-(Revised) B OIL AND GAS LEASE • MANAGE BLUE PRINT CO. Inc.	RECEIVED
(KANSAS) AGREEMENT, Made and untered into 19 th day of June 1979 by and between:	AUG 2 9 2012
	MCO MICO
Party of the first part, hereinafter called leasof (whether one or more) and	KCC WICHITA
WITHERERTH, That the said lesser, for and in consideration of the covenants and agreements hereinafter contained on the part of lessee to be paid, with the said lesser, for the sole and only cash in hand paid, receipt of which is hereby anthrowinged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, cash in hand paid, receipt of which is hereby anthrowinged, and by these presents does grain, dumine, lesse and let unto said lessee, for the sole and only cash in hand part of the part of the part of the part of the part of lessee to be paid, which is the contained on the part of lessee to be paid, on the p	
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NE + of NE NE of NE NE Of NE NE + CO St. South then 400 ft. Dast then	•
NE 2 of NE NE Of NE NE OF NE NE NE OF NE NE OF N	
of Section. 22 Township 18 Range One years from this date, and as long thereafter as oil or gas,	Į
Township. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that this lease shall remain in full force for a term of. It is agreed that t	•
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Without impairment of leases a right under the wateranty in somet of failure of tilled. It always to the properties of t	
No well that he drilled neares than we say its operations to growing crops on said land. Lesses shall pay for damages caused by its operations to growing crops on said premises, including the right to draw and remove casing.	٠.,
Lesses shall pay for demages caused by the operations to great pay the control of	
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or in apparatus that the agrees ewind by him bears to the proportion that the agrees ewind the proportion that the indicator of the proportion into which the land covered by this leave may bereafter be divided by sale, evene that the bease shall have the right at any time to respect traction into which the land separate traction into which the lands of the ell produced from such apparate traction. Leaser hereby warrants and agrees to defend the title to the lands herein described lands, in the event of defaults of payment by leaser, and be subregated deem for leaver by payment, any markagen, takes or other liens on the above described lands, in the event of defaults of payment by markagen, takes or other liens on the above described lands, in the event of defaults of payment by markagen, takes or other liens on the above regardless secretary because the payment, any markagen, takes or other liens on the above the rights of the holder thereof and may remain result in the body of this lease whell	
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KCC WICHITA

Before me, the undersigned, a Notary Public, within and for said county and state, on this 22nd day of June In 79, personally appeared. Roy Beets In 79, personally speared of the second of the said county and state, on this 22nd to me personally known to be the identical person. A. who executed the within and firsgoing instrument and acknowledged to me that the second of the	STATE OF KANSAS STATE
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