

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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 4 **
☐ 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.: E-21920
Entire Project: ☐ Yes ☒ No
Number of Injection Wells 1 **

Field Name: Coffeyville - Cherryvale

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

Effective Date of Transfer: June 12, 1997

KS Dept of Revenue Lease No.: 116165

Lease Name: Forman

Sec. 9 Twp. 32 R. 17 ☒ E ☐ W

Legal Description of Lease: See legal on attached Oil and Gas Lease

County: Montgomery

Production Zone(s): Bartlesville

Injection Zone(s): Bartlesville

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: Oil & Gas Lease Attached

Date: _____

Signature: _____
RECEIVED
KANSAS CORPORATION COMMISSION

New Operator's License No. 6700 /

Contact Person: Rick Housel

MAY 06 2013

New Operator's Name & Address: Robert E. Housel

Phone: 620-252-8656

CONSERVATION DIVISION
WICHITA, KS

1030 E. 3rd St., Cherryvale, KS 67335

Oil / Gas Purchaser: Pacer

Date: May 2, 2013

Title: Owner

Signature: Robert E. Housel

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.

Housel, Robert E is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: E-21920 . Recommended action: Violations
Need USC's for 2007-2012
Date: 8-13-13 Cheryl L. Boyle
Authorized Signature

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

DISTRICT _____	EPR <u>5/22/13</u>	PRODUCTION <u>8-14-13</u>	UIC <u>8-13-13</u>
Mail to: Past Operator _____	New Operator _____	<u>8-13-13</u>	District <u>3</u> <u>8-13-13</u>

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

* Lease Name: Forman

*** Location:**

**CONSERVATION DIVISION
WICHITA, KS**

* 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.

**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 # 6700
Name: Robert E. Housel
Address 1: 1030 E. 3rd St
Address 2:
City: Cherryvale State: KS Zip: 67335 +
Contact Person: Rick Housel
Phone: (620) 252-8656 Fax: ()
Email Address:

Well Location:
NE NE SE Sec. 9 Twp. 32 S. R. 17 ☒ East ☐ West
County: Montgomery
Lease Name: Forman Well #: 5
If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: Harley Davis
Address 1: 427 N. Olive St.
Address 2:
City: Cherryvale State: KS Zip: 67335 +

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: May 2, 2013 Signature of Operator or Agent: Robert E. Housel Title: Owner

RECEIVED
KANSAS CORPORATION COMMISSION

MAY 06 2013

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

CONSERVATION DIVISION
WICHITA, KS

OIL AND GAS LEASE

MAY 06 2013

CONSERVATION DIVISION
WICHITA, KS

AGREEMENT, Made and entered into this 12th day of June
by and between Paulette Curtin, a single person, 19 97

whose mailing address is Rt. 1, Box 297, Cherryvale, KS 67335 hereinafter called Lessor (whether one or more),
and Robert E. Housel

hereinafter called Lessee:
WITNESSETH: That the said lessor, for and in consideration of Ten Dollars and other valuable consideration DOLLARS,
cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee to be paid, kept
and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose
of exploring by geophysical and other methods, mining and operating for oil and gas, and of laying of pipe lines, and of building tanks, power stations and
structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Montgomery
State of Kansas described as follows, to-wit:

Beginning at the North line of the right-of-way of the St. Louis and San Francisco
Railway where it crosses the East line of Section 9, Township 32, Range 17, thence
North on Section line 1185 feet, thence West 1050 feet, more or less, to a point
1/20 feet East of West line of SE 1/4 of said Section 9, thence South 923 feet, more
or less, to North line of right-of-way of said railway; thence Southeasterly along
said right-of-way to beginning, Montgomery County, Kansas

of Section 9 Township 32 Range 17 and containing _____ acres, more or less.

It is agreed that this lease shall remain in force for a term of _____ years from this date, and as long thereafter as oil or gas or either of them
is produced from said land by lessee.

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 for the gas sold, used 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 ~~XXXXXXX~~ per year ~~XXXX~~
~~XXXXXXX~~ and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding
paragraph. **Two Hundred (\$200.00)**

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 dis-
patch 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 the 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.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall
extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be
binding on the lessee until after the lessee 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.

Lessee may at any time execute and deliver to lessor 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.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to re-
deem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default or 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.

Lessee shall exercise rights of ingress and egress utilizing the north driveway.
Lessee shall not move vehicles, equipment or machinery across the Lessor's front yard
and no wells shall be drilled or other operations conducted on or in the Lessor's front
yard.

Lessee shall not move vehicles, equipment or machinery or conduct operations during
wet weather conditions.

The payment of shut-in gas royalties shall not hold this lease in force beyond a
period or periods of time aggregating a total of two years.

Lessee, by acceptance hereof, assumes responsibility and control of all oil, gas,
disposal and injection wells located on the subject property and as a material part of
the consideration furnished by Lessee, the Lessee assumes and agrees to hold Lessor
harmless from any and all liabilities and obligations for plugging liability and
regulatory compliance with respect to said wells.

Lessee shall pay or tender as royalty \$200.00 per year, when oil

No. _____

Oil and Gas Lease

FROM

TO

Date _____, 19____

Section _____ Township _____ Range _____

County, _____

No. of Acres _____ Term _____

Lot _____ Block _____ Addition _____

STATE OF _____ ss. _____

County of _____

This instrument was filed for record on the _____ day

of _____, 19____

at _____ o'clock _____ M., and duly recorded

in book _____ page _____ of the

records of this office.

County Clerk—Registrar of Deeds

By _____ Deputy

RECORD AND MAIL TO:

Burtch's Legal Forms
2648 E. 11th Street
Tulsa, OK 74104

A

My commission expires _____

Notary Public

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

corporation, for the uses and purposes therein set forth.

President and acknowledged to me that _____ he executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of such

to me known to be the identical person _____ who subscribed the name of the maker thereof to the foregoing instrument as its _____

State aforesaid, personally appeared _____ day of _____ A. D., 19____, before me, the undersigned, a Notary Public, in and for the County and

(Corporation Acknowledgment)

ss. _____

STATE OF _____

My commission expires _____

Notary Public

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year last above written.

executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

and _____ to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to me that

Before me, the undersigned, a Notary Public, in and for said County and State on this _____ day of _____

County of _____

My commission expires _____

Notary Public

State aforesaid, on this _____ day of _____, 19____

IN TESTIMONY WHEREOF I have hereunto set my hand and seal of office as such

undue influence of said husband.

and foregoing instrument of writing, and, in the absence of her husband, stated and declared that she had of her own free will, executed said instrument of writing and

wife of the said _____ to me well known to be the person whose name appears upon the within

And I do further certify that on the same day voluntarily appeared before me, _____

whose name _____ appear _____ upon the within and foregoing instrument of writing as the party _____ and stated that _____ he

_____ to me personally well known as the person _____

duly commissioned and acting, appeared in person _____

the undersigned, a _____

_____ within and for the County of _____

in the State of Arkansas, _____, before me, _____ day of _____, 19____

STATE OF ARKANSAS,

ss. _____

(Arkansas Acknowledgment)