

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 8 **
- ☐ 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: Paola-Rantoul

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

Effective Date of Transfer: 7/10/17 *9-26-17

* license issued 116158 KGR

KS Dept of Revenue Lease No.: 116158

Lease Name: Hamlin Lease

 Sec. 17 Twp. 17 R. 22 ☒ E ☐ W

Legal Description of Lease: E/2 of NE/4 Sec. 17 Twp. 17 R. 22E

County: Miami

Production Zone(s): Unknown

Injection Zone(s): Unknown

Surface Pit Permit No.: 002698
(API No. if Drill Pit, WO or Haul)

Cancelled 8/13/15.
Type of Pit: ☐ Emergency ☐ Burn ☒ Settling ☐ Haul-Off ☐ Workover OR ☐ Drilling

225 feet from ☒ N / ☐ S Line of Section

815 feet from ☒ E / ☐ W Line of Section

Past Operator's License No. 34042 ✓

Past Operator's Name & Address: Smith, Robert L

1020 Prairie St. Paola, KS 66071
Title: Operator

Contact Person: Robert Smith

Phone: 913-594-1814

Date: 8/18/17

Signature: Robert L Smith

New Operator's License No. 35505 ✓

New Operator's Name & Address: Swisher Oil, LLC

30710 Bethel Church Rd.

Paola, KS 66071

Title: Operator

Contact Person: Shawn Swisher

Phone: 913-238-3928

Oil / Gas Purchaser:

Date: 8-18-17

Signature: Shawn Swisher

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Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # 002698 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:
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 10/2/17 PRODUCTION OCT 03 2017 UIC 10-3-17
Mail to: Past Operator New Operator District

* Lease Name: Hamlin Lease * Location: E/2 of NE/4 Sec. 17 Twp.17 R.22E

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* 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
January 2014
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 # 34042
Name: Robert L Smith
Address 1: 1020 Prairie ST.
Address 2: Paola
City: Paola State: KS Zip: 66071
Contact Person: Robert Smith
Phone: (913) 294-4901 Fax: ()
Email Address: NA

Well Location:
- - - - - Sec. 17 Twp. 17 S. R. 22 ☒ East ☐ West
County: Miami
Lease Name: Hamlin Well #: ALL

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

E/2 of NE/4 Sec. 17 Twp. 17 R. 22E

Surface Owner Information:

Name: Leonard Johnson
Address 1: 35495 W. 303rd
Address 2:
City: Paola State: KS Zip: 66071 +

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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: 8/18/17 Signature of Operator or Agent: Robert L. Smith Title: Operator

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

2017-02933

KATIE FORCK

MIAMI COUNTY REGISTER OF DEEDS

RECORDED: 07/11/2017 09:58:50AM

TOTAL FEES: \$46.00

MTG AMOUNT: 0

PAGES: 3 RECEIPT: 68605

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Security 1st Title

9 S. Pearl

Paola, KS 66071

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

2209192

KNOW ALL MEN BY THESE PRESENTS, that Robert L. Smith and M. Louise Smith, hereinafter called "Assignor," for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell convey, transfer, assign and deliver all of Assignor's right, title, working interest and overriding royalty interest unto Swisher Oil, Inc., with an address of 30710 Bethel Church Road, Paola, Kansas 66071, hereinafter called "Assignee," its successors and assigns, in and to the following oil and gas leases and personal property:

(A) The Oil and Gas Leases described on 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 (collectively, the "Leases"); AND

(B) All equipment, wells, structures and personal property, to include fixtures and improvements, currently located on the Leases described above in paragraph (A), and used or useable in connection with oil and gas exploration, production, treatment, storage and marketing activities together with all rights incident thereto and all easements, permits, rights of way, surface fees, surface leases, servitudes and agreements related thereto, all tenements, hereditaments and appurtenances to the Leases, and all files and records pertaining to the same, including but not limited to drilling data, electric logs, lease files, land files, well files, division order files, geophysical data, studies, evaluations, projections, reports, appraisals, valuations, maps, regulatory files and records (collectively, the "Personal Property").

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

ASSIGNMENT TERMS:

1. GENERAL WARRANTY. Assignor makes this Assignment with general warranty. Assignee accepts the Assigned Property with general warranty by Assignor that nothing has encumbered the title to the same and that any encumbrances held by Assignor are hereby assigned to Assignee. The Net Revenue Interest (N.R.I.) listed on Exhibit A are for the purpose of warranting certain ownership interests, this is an assignment of all of Assignor's right title and working and overriding royalty interest in said leases notwithstanding the N.R.I. interest listed in Exhibit A. Assignor warrants that it has good merchantable title to the Assigned Property free and clear of all liens and encumbrances

2. MERGER OF OVERRIDING ROYALTY. In the event the interest assigned herein

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RECORDED ELECTRONICALLY	
ID	2017-02933
County	Wichita
Date	7/11/2017
Time	9:58:50 AM

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Security 1st Title
9 S. Pearl
Paola, KS 66071

2209192

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AND BILL OF SALE**

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2. MERGER OF OVERRIDING ROYALTY. In the event the interest assigned herein

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consists partly of overriding royalty interest and partly of working interest. It is the intention of the Parties that any overriding royalty interest in and to the Leases which burdens the working interest assigned hereon be merged back into the working interests and lose its status as an overriding royalty interest immediately upon the receipt of said interest by Assignee. Therefore, Assignee will be the owner of all of the working interest in and to the Leases, without any overriding royalty interest burdening said working interest. Provided however that all overriding royalty interests assigned hereto burdening any working interest which is not assigned herein shall not be merged with the working interest and shall retain its status as overriding royalty.

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, including but not limited to, leasehold interests, rights of assignment or reassignment, 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 the 10th day of July, 2017, at 7:00 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.

Robert L. Smith
Robert L. Smith

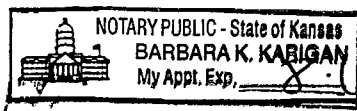
M. Louise Smith
M. Louise Smith

STATE OF KANSAS
COUNTY OF Miami, ss:

This instrument was acknowledged before me on the 10th day of July, 2017, by: Robert L. Smith and M. Louise Smith, husband and wife.

My Appt. Expires:

[Signature]
Notary Public



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EXHIBIT A

Dated: April 23, 1953
Recorded: Book 187, Page 68
Lessors: O. E. Hamlin and Clara Hamlin, husband and wife
Lessee: F. O. McCain
Description: The East Half (1/2) of the North-east Quarter of Section 17, Township 17S,
Range 22E, and containing 80 acres, more or less, Miami County, Kansas.
Warranted NRI: 87.5%

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