KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION 1351729

Form T-1 July 2014 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

	vith the Kansas Surface Owner Notification Act, ted with this form.
Oil Lease: No. of Oil Wells**	Effective Data of Transfer
Gas Lease: No. of Gas Wells**	Effective Date of Transfer:
	KS Dept of Revenue Lease No.:
Gas Gathering System:	Lease Name:
Saltwater Disposal Well - Permit No.: Spot Location:feet fromN /S Line	SecTwp R EW
feet from E / W Line	Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells**	Production Zone(s):
Field Name:	
** Side Two Must Be Completed.	Injection Zone(s):
Surface Pit Permit No.:	feet from N / S Line of Section
(API No. if Drill Pit, WO or Haul)	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:
	Date:
Title:	Signature:
New Operator's License No	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
	Date:
Title:	Signature:
Acknowledgment of Transfer: The above request for transfer of injection a	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 a	above injection well(s) or pit permit.
is acknowledged as	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 surface pit
Permit No.: Recommended action:	permitted by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR F	PRODUCTION UIC

Side Two

1351729

Must Be Filed For All Wells

	Well Status (PROD/TA'D/Abandoned	
FSL/FNL FEL/FWL		
FSL/FNL FEL/FWL		
FSL/FNL FEL/FWL		
FSL/FNLFEL/FWL		
FSL/FNL FEL/FWL		
FSL/FNLFEL/FWL		
FSL/FNLFEL/FWL		
FSL/FNLFEL/FWL		
FSL/FNL FEL/FWL		
FSL/FNLFEL/FWL		
FSL/FNLFEL/FWL		

A separate sheet may be attached if necessary

* 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 Corpora Oil & Gas Consel CERTIFICATION OF CO KANSAS SURFACE OWN	RVATION DIVISION		Form KSONA-1 July 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 I T-1 (Request for Change of Operator Transfer of Injection or Any such form submitted without an accom Select the corresponding form being filed: C-1 (Intent) CB-1 (Ca	Surface Pit Permit); and C panying Form KSONA-1 v	CP-1 (Well Plugging will be returned.	Application).
OPERATOR: License #	Well Location: Sec County: Lease Name: If filing a Form T-1 for multi, the lease below:	·	
Surface Owner Information: Name: Address 1: Address 2: City:	When filing a Form T-1 invo sheet listing all of the inforr owner information can be fo county, and in the real estat	mation to the left for ea ound in the records of t	ch surface owner. Surface he register of deeds for the

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.

_____ Signature of Operator or Agent: _____ Title: ____ Date:

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS § § COUNTY OF SUMNER §

KNOW ALL MEN BY THESE PRESENTS

"Hydrocarbons") produced therefrom on or after the Effective Time; situated in Sumner County, Kansas TRANSFERRED, ASSIGNED, and CONVEYED and does hereby GRANT, TRANSFER, ASSIGN, and whose mailing address is 123 Robert S. Kerr Avenue, Oklahoma City, OK 73102, and Repsol E&P USA "Assignee"), the receipt and sufficiency of all consideration being hereby acknowledged, has GRANTED (collectively the Wells, Leases Hydrocarbons and Surface Interests referred to herein as the "Properties") 511 Sixteenth Street, Suite 700, Denver Colorado 80202, (hereinafter referred to as "Assignors") for and defined); (ii) all of Assignor's right, title and interest in and to all oil and gas leases listed on Exhibit "B" whose address is 1125 South Main, P.O. Box 465, Chase, Kansas 67524-0465 (hereinafter referred to as Texas 77381, and ER MIDCON, LLC a Delaware limited liability company, whose mailing address is interest in and to: (i) the well listed on the attached Exhibit "A" including, but not limited to, the casing THAT, SandRidge Exploration and Production, LLC a Delaware limited liability company, CONVEY unto Assignee, subject to the terms and provisions hereinafter stated, all of its right title and consideration to Assignors in hand paid by Lasso Holding LLC, a Kansas limited liability company, insofar as the same cover the wells listed on Exhibit "A" (the "Leases") and (iii) all oil, gas, well gas, Inc., a Texas corporation, whose mailing address is 2455 Technology Forest Blvd., The Woodlands, and tubing therein and all downhole and wellhead equipment, and all surface equipment (hereinafter referred to as the "Wells") and all surface land deeds existing as of the Effective Time (hereinafter in consideration of the sum of One Hundred Dollars (\$100.00) cash and other good and valuable casinghead gas, condensate, and all components of any of them (hereinafter referred to as as of the Effective Time.

TO HAVE AND TO HOLD the Properties, subject to the following terms and conditions:

Effective Time and pertain to the Properties and all contractually binding arrangements of record or disclosed by Assignors to Assignee prior to the Effective Time to which the Properties may be Existing Agreements. This Assignment is made in accordance with and is subject to the subject and which will be binding on the Properties or Assignee on and after the Effective Time. terms, covenants and conditions contained in all of the assignments or other instruments or agreements of record that are disclosed and provided by Assignors to Assignee prior to the

proportionate share of all duties, obligations, covenants and liabilities under the Leases relating to owner of the Properties to the extent that the same are valid and subsisting on the Effective Time. implied covenants and obligations imposed upon the lessee under the terms and conditions of the Leases. Furthermore, Assignee expressly assumes, from and after the Effective Time, any and all obligations and liabilities associated with the Properties, including but not limited to restoration bound by all provisions of the Leases and all contractual duties and obligations of Assignors as From and after the Effective Time, Assignee assumes and agrees to timely pay and perform its Kansas Corporation Commission, regardless of whether such surface restoration and plugging Assumption of Obligations. Assignee hereby assumes and agrees to perform and be the ownership, use or operation of the Properties, including without limitation all express or of the surface and plugging and abandonment operations in accordance with the rules of the and abandonment operations arose prior to the Effective Time.

INDEMNITY. ASSIGNEE SHALL FULLY PROTECT, INDEMNIFY AND DEFEND ASSIGNORS, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES AND HOLD THEM HARMLESS FROM ALL CLAIMS, DEMANDS, NOTICES, SUITS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, FINES,

PERIOD ON AND AFTER THE EFFECTIVE TIME. AND (B) ASSIGNEE'S OBLIGATIONS SEVERANCE OR EXCISE TAXES AND ROYALTIES ATTRIBUTABLE TO ASSIGNEE'S PENALTIES, COSTS AND EXPENSES, REASONABLE ATTORNEY FEES, AND UNIT RELATED TO SURFACE RESTORATION AND PLUGGING AND ABANDONMENT OWNERSHIP AND OPERATION OF THE PROPERTIES ATTRIBUTABLE TO THE COSTS, INCLUDING BUT NOT LIMITED TO AD VALOREM, PRODUCTION, OPERATIONS ARISING BEFORE OR AFTER THE EFFECTIVE TIME.

WARRANTY, EXPRESS OR IMPLIED, AS TO TITLE TO ANY OF THE PROPERTIES. REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE. ASSIGNORS MAKE NO, AND **EXPRESSLY DISCLAIMS AND NEGATES ANY, REPRESENTATION OR NO WARRANTY. THIS ASSIGNMENT IS MADE WITHOUT** 4

ASSIGNORS SHALL HAVE NO LIABILITY TO ASSIGNEE FOR ANY CLAIMS, LOSS PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTIES AND EXPRESSLY ASSIGNMENT. ASSIGNORS MAKE NO EXPRESS OR IMPLIED WARRANTIES OF ASSIGNMENT, BILL OF SALE AND CONVEYANCE, THAT ASSIGNEE HAS BEEN INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY, BY THE PROPERTIES INADEQUACY THEREOF OR THEREWITH, ARISING IN STRICT LIABILITY OR **DISCLAIMER OF WARRANTIES OF MERCHANTABILITY AND FITNESS** ANY KIND, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A USED AND ARE SOLD ON AS "AS IS WHERE IS" BASIS WITH ALL FAULTS, IF FOR A PARTICULAR PURPOSE. THE PROPERTIES COVERED HEREBY ARE ANY. ASSIGNEE ACKNOWLEDGES, PRIOR TO ITS ACCEPTANCE OF THIS GIVEN ADEQUATE AND TIMELY ACCESS TO INSPECT THE PROPERTIES. OTHERWISE, OR IN ANY WAY RELATED TO OR ARISING OUT OF THIS OR THE MECHANICAL INTEGRITY OF ANY PART THEREOF, BY ANY **OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR** DISCLAIMS ANY WARRANTIES WITH RESPECT THERETO.

negotiations, understandings, letters of intent and agreements between the parties relating to the Entire Agreement. This Assignment supersedes all prior and contemporaneous assignment of the Properties and constitutes the entire agreement between parties. ം

found by any court of competent jurisdiction to be invalid or unenforceable, the provision will be Amendments and Severability. This Assignment may not be modified supplemented or changed except in writing duly executed by both parties. If any provision of this Assignment is modified, it will be deemed deleted and the remainder of this Assignment will not be affective deemed modified to the extent necessary to make it valid or enforceable, and if it cannot be so thereby. 5

binding original. For the purposes of recording, the signature and acknowledgement pages of the Counterparts. This Assignment may be executed in counterparts. Each counterpart will be deemed an original, and all counterparts taken together will constitute one and the same various counterparts may be combined. ŵ

The provisions hereof shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date(s) of the acknowledgements annexed hereto, but effective for all purposes as of <u>April 1, 2017</u> (the "Effective Time").

Signature Pages Follows

ASSIGNORS:

SANDRIDGE EXPLORATION AND PRODUCTION, LLC

50 d By: <u>Voru</u> Name: Bill Masino Title: Senior Vice President - Development 0

 $\infty \infty \infty$ STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

, 2017 by Bill This instrument was acknowledged before me on this \overrightarrow{ISM} day of \overrightarrow{APOI} . Masino, Senior Vice President - Development, on behalf of said limited liability company.

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Notary Public RS 6.24.18 Commission Expires:

HOOSTH Commission No.



ASSIGNORS:

REPSOL E&P USA INC.

By: Name: Jorge Milanese Title: Vice President – Business Development

COUNTY OF MONTGOMERY STATE OF TEXAS

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This instrument was acknowledged before me on this ______ day of _______ Jorge Milanese, Vice President – Business Development, on behalf of said corporation.

Notary Public

Commission Expires: Commission No.

by

ASSIGNORS:

ER MIDCON, LLC

By: Name: Patrick J. Redmond Title: Co-President

STATE OF COLORADO

COUNTY OF DENVER

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Notary Public in and for the State of Colorado

Printed Name:

Commission Expires:

Lasso Holding LLC	
ASSIGNEE:	

By:

Name: Bruce D. Kelso Title: Managing Member

 $\infty \infty \infty$ STATE OF KANSAS COUNTY OF RICE

This instrument was acknowledged before me on this ______ day of ______ Bruce D. Kelso, Managing Member, on behalf of said limited liability company.

Commission Expires: Commission No.

Notary Public

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EXHIBIT "A"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance from Repsol E&P USA Inc. as Assignors, to Lasso Holding LLC, as Assignee, dated effective as of the Effective Time.

WELL NAME	API	SEC	TWN RNG	RNG
*Misak 3404 #1-19H	15-191-22711-0100	19	34S	04W
Misak 3404 #1-30H	15-191-22731-0100	30	34S	04W
Blitzberg SWD 3404 #1-30	15-191-22721-0000	30	34S	04W

*Misak 3404 #1-19H wellhead is located in 30-34S-04W

END OF EXHIBIT "A"

EXHIBIT "B"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance from Repsol E&P USA Inc. as Assignors, to Lasso Holding LLC, as Assignee, dated effective as of the Effective Time.

9/29/2010	9/29/2010	10/5/2010	11/23/2010	 11/17/2010 Marvin Douglas Misak, Marvin Don Misak and Mead David Misak SandRidge Exploration and Production, LLC 19-34S-04W: Lot 3 (39.16 AC) & Lot 4 (39.18 AC) & E/2 SW/4 828 600 Sumner Kansas
R.W. Kolarik A/K/A Rolland W. Kolarik, A Single Man	R.W. Kolarik A/K/A Rolland W. Kolarik, A Single Man	David A. Kolarik and Vicki Kolarik, Husband and Wife	Dean E. Bruey and Janice A. Bruey, Husband and Wife	
SandRidge Exploration and Production, LLC	SandRidge Exploration and Production, LLC	SandRidge Exploration and Production, LLC	SandRidge Exploration and Production, LLC	
30-34S-04W: E2 SE/4	30-34S-04W: W2 SE/4	19-34S-04W: NE/4	19-34S-04W: SE/4	
816	816	815	820	
83	81	585	1	
Sumner	Sumner	Sumner	Sumner	
Kansas	Kansas	Kansas	Kansas	
EFFECTIVE DATE: LESSOR: LESSEE: LEGAL DESCRIPTION: BOOK: PAGE: COUNTY: STATE:	EFFECTIVE DATE: LESSOR: LESSEE: LEGAL DESCRIPTION: BOOK: PAGE: COUNTY: STATE:	EFFECTIVE DATE: LESSOR: LESSEE: LESSEE: LEGAL DESCRIPTION: BOOK: PAGE: PAGE: COUNTY: STATE:	EFFECTIVE DATE: LESSOR: LESSEE: LESSEE: LEGAL DESCRIPTION: BOOK: PAGE: PAGE: COUNTY: STATE:	EFFECTIVE DATE: LESSOR: LESSOR: LESSEE: LEGAL DESCRIPTION: BOOK: PAGE: COUNTY: STATE:

11/23/2010 William M. Norris, A Widower SandRidge Exploration and Production, LLC 30-34S-04W: Lot 1 (39.14 AC) & Lot 2 (39.03 AC) & E/2 NW/4 834 (ADA NW/4) 583 Sumner Kansas	 11/23/2010 Gail Feely, Formerly Known As Gail Bruey, A Married Woman SandRidge Exploration and Production, LLC 30-34S-04W: Lot 1 (39.14 AC) & Lot 2 (39.03 AC) & E/2 NW/4 836 (ADA NW/4) 63 Sumner Kansas 	11/23/2010 Dean E. Bruey and Janice A. Bruey, Husband and Wife SandRidge Exploration and Production, LLC SandRidge Exploration and Production, LLC 30-34S-04W: Lot 1 (39.14 AC), Lot 2 (39.03 AC), E/2 NW/4, and NE/4 less and except two tracts containing 2.00 acres and 3.15 acres more fully described as: a tract of land in the NE/4 NE/4 beginning at the NE/4 thence west 320°, thence south 272-3°°, thence east 320°, thence north 272°-3° to a place of beginning containing 2.00 acres, more or less and a tract described as: beginning at a point 990° west of the NE/C of the NE/4, thence south 406°, thence south 200° to the NE/C of the last described line, a distance of 219.2°, thence south 200° to the south line of the abandoned St. Louis, Kansas and Southwestern Railroad Co., thence east 140° to the point north 744° to the north line of said section 30, thence east 140° to the point	of beginning containing 3.15 acres, more or less 820 16 Sumner Kansas	 11/23/2010 Kathy Schmidt, A Married Woman SandRidge Exploration and Production, LLC SandRidge Exploration and Production, LLC 30-34S-04W: NE/4, less and except two tracts containing 2.00 acres and 3.15 acres more fully described as: a tract of land in the NE/4 NE/4 beginning at the NE/4 thence west 320°, thence south 272-3°, thence east 320°, thence north 272'-3° to a place of beginning containing 2.00 acres, more or less and a tract described as: beginning at a point 990° west of the NE/C of the NE/4, thence south 406°, thence southeasterly at an angle 52° 51° 20° to the last described line, a distance of 219.2°, thence south 200° to the net act active the net and 200° to the last described line, a distance of 219.2°, thence south 200° to the net active the net acti	the south line of the abandoned St. Louis, Kansas and Southwestern Railroad Co., thence west 320°, thence north 744° to the north line of said section 30, thence east 140° to the point of beginning containing 3.15 acres, more or less 832 451 Sumner Kansas
EFFECTIVE DATE: LESSOR: LESSEB: LEGAL DESCRIPTION: BOOK: PAGE: COUNTY: STATE:	EFFECTIVE DATE: LESSOR: LESSEE: LEGAL DESCRIPTION: BOOK: PAGE: COUNTY: STATE:	EFFECTIVE DATE: LESSOR: LESSEB: LEGAL DESCRIPTION:	BOOK: PAGE: COUNTY: STATE:	EFFECTIVE DATE: LESSOR: LESSEE: LEGAL DESCRIPTION:	BOOK: PAGE: COUNTY: STATE:

 11/23/2010 William M. Norris, A Widower SandRidge Exploration and Production, LLC SandRidge Exploration and Production, LLC 30-34S-04W: NE/4, less and except two tracts containing 2.00 acres and 3.15 acres more fully described as: a tract of land in the NE/4 NE/4 beginning at the NE/4 thence west 320°, thence south 272-3°, thence east 320°, thence north 272'-3° to a place of beginning containing 2.00 acres, more or less and a tract described as: beginning at a point 990° west of the NE/C of the NE/4, thence south 406°, thence southeasterly at an angle 52° 51° 20° to the last described line, a distance of 219.2°, thence south 200° to the south line of the abandoned St. Louis, Kansas and Southwestern Railroad Co., thence west 320°, thence north 744° to the north line of said section 30, thence east 140° to the point of beginning containing 3.15 acres. more or less 	834 579 Sumner Kansas	 11/23/2010 Gail Feely, Formerly Known As Gail Bruey, A Married Woman SandRidge Exploration and Production, LLC SandRidge Exploration and Production, LLC 30-34S-04W: NE/4, less and except two tracts containing 2.00 acres and 3.15 acres more fully described as: a tract of land in the NE/4 NE/4 beginning at the NE/4 thence west 320°, thence south 272-3°, thence east 320°, thence north 272'-3° to a place of beginning containing 2.00 acres, more or less and a tract described as: beginning at a point 990° west of the NE/C of the NE/4, thence south 406°, thence southeasterly at an angle 52° 51' 20° to the last described line, a distance of 219.2°, thence south 200° to the south line of the abandoned St. Louis, Kansas and Southwestern Railroad Co, thence west 320°, thence north 744' to the north line of said section 30, thence east 140° to the noint of beginning containing 2.15 acres more or less 	836 61 Sumner Kansas	9/30/2013 Danville Cooperation Association, A Kansas Corporation, Mike Morlan As General Manager SandRidge Exploration and Production, LLC	30-34S-04W: A 3.15 acre tract described as: beginning at a point 990° west of the NE/C of the NE/4, thence south 406°, thence southeasterly at an angle 52° 51° 20° to the last described line, a distance of 219.2°, thence south 200° to the south line of the abandoned St. Louis, Kansas and Southwestern Railroad Co., thence west 320°, thence north 744° to the north line of said section 30, thence east 140° to the point of beginning containing 3.15 acres. more or less	918 366 Sunner Kansas	END OF EXHIBIT "B"
EFFECTIVE DATE: LESSOR: LESSEE: LEGAL DESCRIPTION:	BOOK: PAGE: COUNTY: STATE:	EFFECTIVE DATE: LESSOR: LESSEE: LEGAL DESCRIPTION:	BOOK: PAGE: COUNTY: STATE:	EFFECTIVE DATE: LESSOR: LESSEE:	LEGAL DESCRIPTION:	BOOK: PAGE: COUNTY: STATE:	