



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 _____ **
- 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: _____

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

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

_____ Sec. _____ Twp. _____ R. E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

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: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

Oil / Gas Purchaser: _____

Date: _____

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: _____
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 _____	PRODUCTION _____	UIC _____
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Form Must Be Typed
Form must be Signed
All blanks must be Filled

CERTIFICATION OF COMPLIANCE WITH THE 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.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License # _____
Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____
Contact Person: _____
Phone: (_____) _____ Fax: (_____) _____
Email Address: _____

Well Location:
____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West
County: _____
Lease Name: _____ 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: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____

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

QUIT CLAIM, ASSIGNMENT AND BILL OF SALE AGREEMENT

This Quit Claim, Assignment and Bill of Sale Agreement (this "Agreement") is dated effective August 1, 2017 (the "Effective Date") and is by and between SandRidge Exploration and Production, LLC, a Delaware limited liability company, whose mailing address is 123 Robert S. Kerr Avenue, Oklahoma City, OK 73102 and ER MidCon, LLC, a Delaware limited liability company, whose mailing address is 511 Sixteenth Street, Suite 700, Denver Colorado 80202, (hereinafter referred to as "Assignors"), and Lasso Holding, LLC, a Kansas limited liability company (herein referred to as "Assignee"), with a mailing address of 1125 South Main, P.O. Box 465, Chase, Kansas 67524.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which consideration are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I **SALE AND ASSUMPTION**

- 1.1 **Sale.** Effective as of the Effective Date, Assignors hereby convey, assign, and quit claim unto Assignee, without warranty of title, express or implied (except as provided in paragraph 2.5 below), all of Assignor' right, title and interest in and to the following, INsofar AND ONLY INsofar as they are used in connection with the Well (defined below) as of the Effective Date (the "Properties"):
- a. The wellbores further described in Exhibit "A" attached hereto and made a part hereof (the "Leases"); and
 - c. All of the personal property, fixtures, movable and immovable property and improvements appurtenant to the Well existing as of the Effective Date, including but not limited to, the casing and tubing therein and all downhole and wellhead equipment;

TO HAVE AND TO HOLD the Properties, unto Assignee and to its successors and assigns, forever, subject to the terms and conditions hereof.

1.2 **Assumption of Liabilities, Properties and Other Tax Obligations.** Assignee herby assumes and shall discharge any and all liability related to the Properties related to periods after the Effective Date. Assignee shall pay to the appropriate taxing authorities when due and all: (a) sales, transfer, use, excise and documentary taxes incident to the transactions contemplated by this Agreement and (b) similar taxes on any real or personal property included within the Properties, whether in arrears or otherwise.

1.3 Assignee agrees to comply with all laws and with all rules, regulations and orders of all municipal, state and federal agencies and regulatory bodies in the conduct of operations by Assignee of the Well including, but not by way of limitation, the proper plugging and abandonment of the Well, and cleanup and restoration of surface, or subsurface as may be required, the proper disposal of wastes, and the transfer or assumption of applicable permits, bonds, approvals and licenses.

ARTICLE II **RELEASE AND INDEMNITY**

2.1 ASSIGNEE WAIVES AND RELEASES ASSIGNORS, THEIR AFFILIATES, CONTRACTORS AND SUBCONTRACTORS AND EACH OF THEIR PREDECESSORS, SUCCESSORS, ASSIGNS, EMPLOYEES,

OFFICERS, DIRECTORS, PARTNERS, MEMBERS AND REPRESENTATIVES (COLLECTIVELY HEREIN REFERRED TO AS THE "ASSIGNOR GROUP") FROM EVERY CLAIM (AS DEFINED BELOW), WHETHER OR NOT ARISING OUT OF THE SOLE, JOINT, CONCURRENT OR GROSS NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY OF THE ASSIGNOR GROUP OR ANY OTHER PERSON OR ENTITY.

2.2 ASSIGNEE SHALL FULLY DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO ASSIGNOR), PROTECT, INDEMNIFY AND HOLD HARMLESS EACH OF THE ASSIGNOR GROUP FROM AND AGAINST EVERY CLAIM WHICH IS THREATENED OR ASSERTED BY ANY PERSON, ENTITY OR GOVERNMENTAL AGENCY, INCLUDING, WITHOUT LIMITATION, ASSIGNEE, ITS AFFILIATES, CONTRACTORS OR SUBCONTRACTORS OR ANY OF THEIR PREDECESSORS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS OR REPRESENTATIVES (COLLECTIVELY HEREIN REFERRED TO AS THE "ASSIGNEE GROUP"), WHETHER OR NOT ARISING OUT OF THE SOLE, JOINT, CONCURRENT OR GROSS NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY OF THE ASSIGNOR GROUP OR ANY OTHER PERSON OR ENTITY.

2.3 "Claim" means every claim, demand, expense, cost (including court costs and attorneys' fees), liability, statutory liability, damage, debt, civil fine or penalty, suit or cause of action of whatsoever kind or character (including, without limitation, breach of contract, personal injury, death, property damage, pollution, contamination or environmental damage), whether in contract or tort, at law or in equity, whether or not known, accrued or asserted, and relating to, arising from, resulting from, incidental to or attributable to the future ownership, use, activity or operation of, at, on or near the Properties.

2.4 ASSIGNEE ACKNOWLEDGES THAT THE WAIVERS, RELEASES, INDEMNITIES AND DISCLAIMERS CONTAINED HEREIN ARE CLEAR AND CONSPICUOUS.

2.5 ASSIGNORS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES.

2.6 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL ASSIGNORS BE LIABLE TO THE ASSIGNEE GROUP, UNDER THIS AGREEMENT FOR ANY EXEMPLARY, PUNITIVE, REMOTE, SPECULATIVE, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OR LOSS OF PROFITS.

ARTICLE III DISCLAIMERS

3.1 Disclaimer. The Properties are hereby assigned, transferred and conveyed by Assignors to Assignee without recourse, covenant or warranty of title of any kind, express, implied or statutory. Any covenants or warranties implied by statute or law by the use herein of the words "*grant*", "*convey*" or other similar words are hereby expressly disclaimed, waived and negated. WITHOUT LIMITING THE GENERALITY OF THE TWO PRECEDING SENTENCES, ASSIGNEE ACKNOWLEDGES THAT NONE OF THE ASSIGNOR GROUP HAS MADE TO ASSIGNEE, AND ASSIGNORS HEREBY EXPRESSLY DISCLAIM AND NEGATE, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (I) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, PERFORMANCE, CONDITION, CERTIFICATE, MAINTENANCE, OR SPECIFICATION, (II) THE COMPLETENESS OR ACCURACY OF ANY REPORTS, INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ANY OF THE ASSIGNOR GROUP, (III) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, (IV) THE CONDITION OF THE PROPERTIES AND (V) THE ABSENCE OR PRESENCE OF RADIOACTIVE MATERIALS (INCLUDING NATURALLY OCCURRING RADIOACTIVE MATERIALS), ASBESTOS, HYDROCARBONS, POLYCHLORINATED BIPHENYLS OR ANY OTHER CHEMICAL, MATERIAL OR SUBSTANCE; IT BEING THE

EXPRESS INTENTION OF BOTH ASSIGNEE AND ASSIGNORS THAT THE PROPERTIES ARE ASSIGNED TO ASSIGNEE IN THEIR PRESENT CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS, AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

ARTICLE IV
MISCELLANEOUS

4.1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4.2 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard for principles of conflicts of law.

4.3 Waiver, Entire Agreement, Severability. No term or condition of this Agreement shall be deemed to have been waived except by written instrument of the parties charged with such waiver. The waiver of any breach of any term, condition or provision of this Agreement shall not be construed as a waiver of any concurrent or subsequent breach of the same or any other term, condition or provision hereof. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and may be modified in writing only, signed by the parties in interest at the time of modification. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision hereof.

4.5 Further Assurances. The parties agree to execute and deliver all such other documents as may be reasonably necessary to more fully transfer to Assignee, its' successors and assigns, all of the Properties.

4.6 Titles and Captions. All article or section titles or captions in this Agreement are for convenience only, shall not be deemed part of this Agreement and in no way define, limit, extend, or describe the scope or intent of any provisions hereof. Except to the extent otherwise stated in this Agreement, references to "Articles" and "Sections" are to Articles and Sections of this Agreement.

4.7 Counterparts. This Agreement may be executed in multiple counterparts, and by different parties in separate counterparts, and each counterpart hereof shall for all purposes be deemed to be an original, but all such counterparts shall constitute but one instrument. In making proof of this Agreement, it shall only be necessary to produce but one counterpart of such instrument, executed by all parties thereto, and it shall not be necessary to produce or to account for any other counterparts.

Signature and Acknowledgment Pages Follow

IN WITNESS WHEREOF, the Parties have executed this Assignment the day and year first above written, to be effective as of the Effective Date.

ASSIGNORS: SANDRIDGE EXPLORATION AND PRODUCTION, LLC

By: Bill Masino
Name: Bill Masino
Title: Senior Vice President - Development

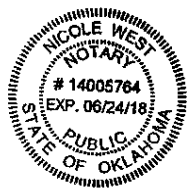
STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 9th day of August, 2017 by Bill Masino, Senior Vice President - Development, on behalf of said limited liability company.

Nicole West
Notary Public

Commission Expires: 14005764

Commission No. 6.24.18



ASSIGNORS: ER MIDCON, LLC

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

STATE OF COLORADO §
 §
COUNTY OF DENVER §

This instrument was acknowledged before me on August ____, 2017, by Patrick J. Redmond, the Co-President of ER MidCon, LLC, a Delaware limited liability company on behalf of said limited liability company.

Notary Public in and for the State of Colorado

Printed Name: _____

Commission Expires: _____

ASSIGNEE: **Lasso Holding LLC**

By: *Bruce D. Kelso*
Name: Bruce D. Kelso
Title: Managing Member

STATE OF KANSAS §
 §
COUNTY OF RICE §

This instrument was acknowledged before me on this 15th day of August, 2017 by Bruce D. Kelso, Managing Member, on behalf of said limited liability company.

Irene Herzberg
Notary Public

Commission Expires: 8-24-21

Commission No. 1039417



EXHIBIT "A"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance from SandRidge Exploration and Production, LLC, and ER MIDCON, LLC as Assignors, to Lasso Holding LLC, as Assignee, dated effective as of the Effective Time.

<u>WELL NAME</u>	<u>API</u>	<u>SEC</u>	<u>TWN</u>	<u>RNG</u>
Teal 1-27H	15-033-21632-0100	27	31S	20W
Hazel 3120 1-24H	15-033-21684-0100	13	31S	20W
Hazel 3120 2-24H	15-033-21707-0100	13	31S	20W

END OF EXHIBIT "A"