KANSAS CORPORATION COMMISSION

1367580

Form T-1 July 2014 t be Typed be Signed t be Filled

OIL & GAS CONSE	ERVATION DIVISION Form must be Type
REQUEST FOR CHA	NGE OF OPERATOR Form must be Signe All blanks must be Fille
	I OR SURFACE PIT PERMIT
MUCT be submit	vith the Kansas Surface Owner Notification Act, ted with this form.
Check Applicable Boxes: MOST be submit	Effective Date of Transfer:
Gas Lease: No. of Gas Wells**	
Gas Gathering System:	KS Dept of Revenue Lease No.:
Saltwater Disposal Well - Permit No.:	Lease Name:
Spot Location: feet from N / S Line	SecTwpRE W Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	Questa
Number of Injection Wells**	County:
	Production Zone(s):
Field Name:	Injection Zone(s):
** Side Two Must Be Completed.	
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:
	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	
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.:
	Deter
Date: Authorized Signature	Date: Authorized Signature
	PRODUCTION UIC



Side Two Must Be Filed For All Wells

	No.:		* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned
		<i>Circle</i> FSL/FNL	<i>Circle</i> FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		- <u> </u>
		FSL/FNL	FEL/FWL		. <u> </u>
		FSL/FNL	FEL/FWL		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL		
		FSL/FNL	FEL/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.



Side Two Must Be Filed For All Wells

	No.:		* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned
		<i>Circle</i> FSL/FNL	<i>Circle</i> FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL		
		FSL/FNL	FEL/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 SURFACE OWNER NOTIFICATION ACT				
T-1 (Request for Change of Operator Transfer of Injection	of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); n or Surface Pit Permit); and CP-1 (Well Plugging Application). companying 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 #	Well Location:			
Name:				
Address 1:	County:			
Address 2:	Lease Name: Well #:			
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of			
Contact Person:	the lease below:			
Phone: () Fax: ()				
Email Address:				
Surface Owner Information:				
Name:				
Address 1:	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			
Address 2:	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:

Citv:

- 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.

State: Zip: +

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

Form KSONA-1 July 2014 Form Must Be Typed Form must be Signed All blanks must be Filled

1367580

KANSAS CORPORATION COMMISSION **OIL & GAS CONSERVATION DIVISION**

CERTIFICATION OF COMPLIANCE WITH THE

ASSIGNMENT OF OIL AND GAS LEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Mormeg, LLC, a Kansas limited liability company and Johnathan L. Haas, a single person, 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 to:

Mid-Con Drilling, LLC, a Kansas limited liability company 1330 Avenue of the Americas, Suite 23A New York, NY 10019

Mormeg, LLC a Kansas limited liability company 10551 Barkley St # 307 Overland Park, KS 66212 an undivided 90% of Assignor's Interest

an undivided 10% of Assignor's Interest

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:

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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 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 September 1, 2017, at 12:01 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.

MORMEG, LLC:

Mark Haas

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Managing Member

JOHNAT By: Johnathan L. Haas

an Individual

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STATE OF KANSAS COUNTY OF FRANKLIN , ss:

This instrument was acknowledged before me on the $\underline{\$}$ day of September, 2017, by Mark Haas as managing member of **Mormeg, LLC**, a Kansas limited liability company.

	NOTARY PUBLIC - State of Kansas
	1 RONDA ROSSMAN
E	Hy Appt. Exp. 5/25 2018

Appointment/Commission Expires:

W A Notary Public

STATE OF KANSAS COUNTY OF FRANKLIX, ss:

This instrument was acknowledged before me on the $_\underline{\&}$ day of September, 2017, by Johnathan L.

Haas a single person. NOTARY PUBLIC - State of Kansas RONDA HOSSMAN My Appt. Exp. 512512018

Appointment/Commission Expires:

DOURG Notary Public

Exhibit "A" **Description of Leases**

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Zastrow Lease Date: Recorded: Lessor: Lessee: Description:	March 20, 1980 Book 12, Page 41 Jerry Zastrow and Elizabeth Zastrow Rantoul Energy Corp. The South Half (S/2) of the Southeast Quarter (SE/4) of Section Four (4), Township Twenty (20), Range Twenty (20);
	The East Half (E/2 of the Northwest Quarter (NW/4) of Section Eighteen (18), Township Twenty (20), Range Twenty-one (21) except that part of said tract lying Northeast of public road number 469;
	The West Half (W/2) of the Northwest Quarter (NW/4) of Section Thirteen (13) and all that part of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) lying North and East of the county road as now laid out in Section Thirteen (13), Township Twenty (20), Range Twenty (20);
	The North Half (N/2) of the Northeast Quarter (NE/4) of Section Nine (9), Township Twenty (20), Range Twenty (20);
	The East Half (E/2) of the Northeast Quarter (NE/4) less one and one-half (1 ½) acres in the Southeast corner and one-half (1/2) acres in the Southwest corner in Section Fourteen (14), Township Twenty (2), Range Twenty (20);
C Warranted NRI: 87.	Containing 401 acres, more or less 5%

Gene Benjamin Lease

Date:	August 5, 1981
Recorded:	Book 13 O&G, Page 60
Lessor:	Gene Benjamin, a single man
Lessee:	M. J. Kent
Description:	The North Fraction Half (Nfr/2) of Northwest Fractional Quarter (NWfr/4) of
1	Section Two (2), Township Twenty-one (21), Range Nineteen (19), Anderson
	County, Kansas, containing 145 acres, more or less.

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Warranted NRI: 82.8125%

Allen	È	enjamin	Lease

Allen Benjami	<u>n Lease</u>
Date:	March 1, 1980
Recorded:	Book 12 O&G, Page 138

Lessor:	Alice Benjamin, a single person
Lessee:	Kent Drilling Company
Description:	The South Half (S/2) of the Northeast Quarter (NE/4) and South Half (S/2) of
T T T	the Northwest Quarter (NW/4) of Section Two (2), Township Twenty-one
	(21), Range Nineteen (19), Anderson County, Kansas.

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Warranted NRI: 87.5%

Howard Benjamin Lease

Date:	September 14, 2004
Recorded:	Book 20 O&G, Page 108
Lessor:	John B. Wolken and Fern C. Wolken, husband and wife, Thomas L. Tush and Janice L. Tush, husband and wife; Julie L. Wright, a single person; and Gary D. Benjamin and Linda Benjamin, husband and wife
Lessee:	Roger Kent, d/b/a RJ Enterprises
Description:	The Southwest Quarter (SW/4) of Section Two (2), Township Twent [#] one (21), Range Nineteen (19);
	The Southeast Quarter (SE/4) of Section Three (3), Township Twenty-one (21), Range Nineteen (19); and
	The East Half of the Southwest Quarter (E/2 SW/4) of Section Three (3), Township Twenty-one (21), Range Nineteen (19)

Warranted NRI: 87.5%

<u>Exhibit A</u>

Contract Area and Other Information

Attached to and made part of the Joint Operating Agreement (the "Agreement") by and between <u>S & B Operating, LLC</u> ("Operator") and the signatory party or parties other than Operator, sometimes hereinafter referred to individually as "Non-Operator" and collectively as "Non-Operators".

(1) Description of lands subject to this agreement:

Alice Benjamin Lease. Section 2. Township 21, Range 19 The S/2 of the NE/4 and S/2 of the NW/4 of Section 2, Township 21, Range 19, Anderson County, Kansas

- (2) Restrictions, if any, as to depths, formations, or substances: None
- (3) Parties to agreement with addresses and telephone numbers for notice purposes:

S & B Operating, LLC 6340 Glenwood Street, Suite 103 Overland Park, KS 66202 Contact: George L. Shuck Phone: 913-871-3500 Email: gshuck@kansasred.com

Mid-Con Drilling, LLC c/o Viking Energy Group, Inc. 1330 Avenue of the Americas, Suite 23A New York, NY 10019 Contact: James Doris Phone: 613-246-1919 Email: jdoris@vikingenergygroup.com

MorMeg, LLC 10551 Barkley Street, Suite 307 Overland Park, KS 66212 Contact: Mark Haas Phone: 913-499-8373 Email: mark@haaspetroleum.com

(4) Percentages or fractional interests of parties to this agreement:

rencentages of fractional interests of purities to this agreement.	
5	<u>WI %</u>
Mid-Con Drilling, LLC	90.000%
MorMeg, LLC	10.000%

<u>NRI %</u> 78.75%

8.75%

(5) (a) <u>Oil and Gas Leases Subject To this Agreement</u>:

Alice Benjamin Lease Date: March 1, 1980 Recorded: Book 12 O&G, Page 138 Lessor: Alice Benjamin, a single person Lessee: Kent Drilling Company

(b) Interests Contributed by the Parties: None

(6) <u>Burdens on production</u>: None

IN WITNESS WHEREOF, this agreement shall be effective as of the 11th day of September, 2017.

ALICE BENJAMIN LEASE

OPERATOR:

S & B Operating, LLC, a Nevada limited liability company By: Kansas Resource Development Company, its Manager

By: Bradley R. Kramer, Chief Operating Officer

Date: 09/18/17

NON-OPERATORS:

' Mid-Con Drilling, LLC

By:_____

Date:

MorMeg, LLC

By: ___

Date:

IN WITNESS WHEREOF, this agreement shall be effective as of the 11th day of September, 2017.

ALICE BENJAMIN LEASE

OPERATOR:

S & B Operating, LLC, a Nevada limited liability company By: Kansas Resource Development Company, its Manager

<u>Ву:___</u>

Bradley R. Kramer, Chief Operating Officer

Date:

NON-OPERATORS:

Mid-Con Drilling, L1 C By: Date: Syst. 12, 2014

MorMeg, LLC

By:

Date:

IN WITNESS WHEREOF, this agreement shall be effective as of the 11th day of September, 2017,

.

ALICE BENJAMIN LEASE

OPERATOR:

S & B Operating, LLC, a Nevada limited liability company By: Kansas Resource Development Company, its Manager

By:_

y: Bradley R. Kramer, Chief Operating Officer

Date:

NON-OPERATORS:

Mid-Con Drilling, LLC

By:_____

Date:

MorMeg, LLC

2 **-** ₁ By: ______ Date: _____7

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AFFIDAVIT

STATE OF KANSAS

COUNTY OF JOHNSON

The undersigned, Mark Haas, being duly sworn hereby deposes and says:

Mor Meg, LLC is wholly owned by Mark L. Haas

Mor Meg, LLC is the entity that purchases and holds oil and gas leases

I declare that to the best of my knowledge and belief the affirmation herein is true, correct and complete

2017 Executed this 31_of_ Mark L. Haas, Owner:

NOTARY ACKNOWLEDGEMENT

STATE OF KANSAS, COUNTY OF JOHNSON NOTARY PUBLIC: MORGAN HAAS Notary Public MY COMMISSION EXPIRES: -7 Q Dra State of Kansas **My Commission Expires**

AFFIDAVIT

STATE OF KANSAS

COUNTY OF JOHNSON

The undersigned, Mark Haas, being duly sworn hereby deposes and says:

Haas Petroleum, LLC is wholly owned by Mark L. Haas;

Haas Petroleum, LLC is a licensed operator in the State of Kansas

Haas Petroleum, LLC operates the oil and gas leases on behalf of Mor Meg, LLC

I declare that to the best of my knowledge and belief the affirmation herein is true, correct and complete

Executed this <u>31</u> of <u>leve</u> 2017 Mark L. Haas, Owner:

NOTARY ACKNOWLEDGEMENT

STATE OF KANSAS, COUNTY OF JOHNSON **NOTARY PUBLIC:** MORGAN HAAS MY COMMISSION EXPIRES: Notary Public State of Kansas My Commission Expires