

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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**

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: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

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 _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRDL/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle</i> FSL/FNL	<i>Circle</i> FEL/FWL		
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____

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 CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

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: _____

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS §
 § KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF COMANCHE §

THAT, **LASSO ENERGY LLC**, a Kansas limited liability company, whose address is 1125 South Main, P.O. Box 465, Chase, Kansas 67524-0465 and **LASSO HOLDING LLC**, a Kansas limited liability company, whose address is 1125 South Main, P.O. Box 465, Chase, Kansas 67524-0465 (hereinafter referred to as "Assignors") for and in consideration of the sum of One Hundred Dollars (\$100.00) cash and other good and valuable consideration to Assignors in hand paid by **KELSO OIL AND GAS, INC.**, whose address is P.O. Box 467, Chase, Kansas 67524-0467 (hereinafter referred to as "Assignee"), the receipt and sufficiency of all consideration being hereby acknowledged, has GRANTED, TRANSFERRED, ASSIGNED, and CONVEYED and does hereby GRANT, TRANSFER, ASSIGN, and CONVEY unto Assignee, subject to the terms and provisions hereinafter stated, portion of its right title and interest in and to: (i) the wells listed on the attached Exhibit "A" including, but not limited to, the casing 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 defined); (ii) portion of Assignors's right, title and interest in and to all oil and gas leases listed on Exhibit "B" insofar as the same cover the wells listed on Exhibit "A" (the "Leases") and (iii) portion of all oil, gas, well gas, casinghead gas, condensate, and components of any of them (hereinafter referred to as "Hydrocarbons") produced therefrom on or after the Effective Time; situated in **Comanche County, Kansas** (collectively the Wells, Leases Hydrocarbons and Surface Interests referred to herein as the "Properties") as of the Effective Time.

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

1. Existing Agreements. This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained in all of the assignments or other instruments or agreements of record that are disclosed and provided by Assignor to Assignee prior to the 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 subject and which will be binding on the Properties or Assignee on and after the Effective Time.
2. Assumption of Obligations. Assignee hereby assumes and agrees to perform and be bound by all provisions of the Leases and all contractual duties and obligations of Assignors as owner of the Properties to the extent that the same are valid and subsisting on the Effective Time. From and after the Effective Time, Assignee assumes and agrees to timely pay and perform its proportionate share of all duties, obligations, covenants and liabilities under the Leases relating to the ownership, use or operation of the Properties, including without limitation all express or 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 of the surface and plugging and abandonment operations in accordance with the rules of the Kansas Corporation Commission, regardless of whether such surface restoration and plugging and abandonment operations arose prior to the Effective Time.
3. 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, PENALTIES, COSTS AND EXPENSES, REASONABLE ATTORNEY FEES, AND UNIT COSTS, INCLUDING BUT NOT LIMITED TO AD VALOREM, PRODUCTION,

SEVERANCE OR EXCISE TAXES AND ROYALTIES ATTRIBUTABLE TO ASSIGNEE'S OWNERSHIP AND OPERATION OF THE PROPERTIES ATTRIBUTABLE TO THE PERIOD ON AND AFTER THE EFFECTIVE TIME. AND (B) ASSIGNEE'S OBLIGATIONS RELATED TO SURFACE RESTORATION AND PLUGGING AND ABANDONMENT OPERATIONS ARISING BEFORE OR AFTER THE EFFECTIVE TIME.

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

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

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

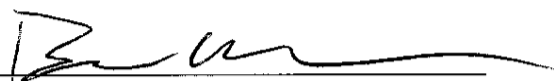
7. **Amendments and Severability.** This Assignment may not be modified supplemented or changed except in writing duly executed by both parties. If any provision of this Assignment is found by any court of competent jurisdiction to be invalid or unenforceable, the provision will be deemed modified to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

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 **October 1, 2017** (the "Effective Time").

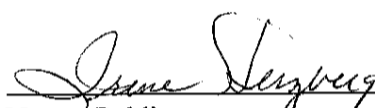
Signature Page Follows

ASSIGNORS: **LASSO ENERGY LLC AND
LASSO HOLDING LLC**

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

STATE OF KANSAS §
 §
COUNTY OF RICE §

This instrument was acknowledged before me on this 5th day of October, 2017 by Bruce D. Kelso, Managing Member, on behalf of both Lasso Energy LLC and Lasso Holding LLC.


Notary Public

Commission Expires: 08/27/2021

Commission No. 1039417

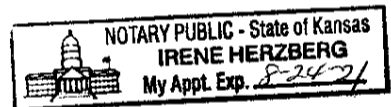


EXHIBIT "A"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance from LASSO ENERGY LLC and LASSO HOLDING LLC as Assignors, to KELSO OIL AND GAS, INC., as Assignee, dated effective as of the Effective Time.

WELL NAME	API No.	STATE	COUNTY	TOWNSHIP	RANGE	SECTION	ASSIGNED WI	ASSIGNED NRI
RDH TRUST #1-19H	15-033-21685-0100	KANSAS	COMANCHE	34S	18W	19	0.208333333	0.163020833
BEARDEN TRUST #1-7H	15-033-21619-0100	KANSAS	COMANCHE	33S	17W	7	0.141666667	0.113333333
BEARDEN TRUST #1 SWD	15-033-21628-0000	KANSAS	COMANCHE	33S	17W	7	0.141666667	0.141666667
HOFFMAN FAMILY TRUST #1-28H	15-033-21621-0100	KANSAS	COMANCHE	34S	18W	18	0.208333333	0.163020833
PROCTOR TRUST #1-25H	15-033-21658-0100	KANSAS	COMANCHE	31S	19W	25	0.208333333	0.163020833
LARRY 3119 #1-30H	15-033-21625-0100	KANSAS	COMANCHE	31S	19W	30	0.208333333	0.166666667
TEAL 3120 #1-27H	15-033-21632-0100	KANSAS	COMANCHE	31S	20W	27	0.208333333	0.156245000
HAZEL 3120 1-24H	15-033-21684-0100	KANSAS	COMANCHE	31S	20W	13	0.208333333	0.166666667
HAZEL 3120 2-24H	15-033-21707-0100	KANSAS	COMANCHE	31S	20W	13	0.208333333	0.166666667
VC 3120 #1-23H	15-033-21607-0100	KANSAS	COMANCHE	31S	20W	23	0.208333333	0.166666667
EDMONSTON #1 SWD	15-033-21617-0000	KANSAS	COMANCHE	31S	20W	28	0.208333333	0.208333333

END OF EXHIBIT "A"

EXHIBIT "B"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance from **LASSO ENERGY LLC** and **LASSO HOLDING LLC** as Assignors, to **KELSO OIL AND GAS, INC.**, as Assignee, dated effective as of the Effective Time.

LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	DESCRIPTION
WILLIAM E. PROCTOR JR. TRUST, ETAL FROM KYLE D. HOFFMAN AND ROGER R. HOFFMAN, CO-TRUSTEES FOR HOFFMAN FAMILY TRUST DATED 12/03/1977	CHEYENNE EXPLORATION, LLC CHEYENNE EXPLORATION, LLC	SEPTEMBER 20, 2011 OCTOBER 17, 2011	118 119	291 223	KS KS	COMANCHE COMANCHE	25-T31S-R19W 7-T34S-R18W 8-T34S-R18W 18-T34S-R18W	W2 (320 GROSS ACRES) S2 (314.88 GROSS ACRES) SW/4 AND W2 OF W2 OF NE/4 (200 GROSS ACRES) ALL (629.59 GROSS ACRES)
ROBERT D. HUCK AND NATHAN D. HUCK, CO-TRUSTEES FOR RDH IRREVOCABLE TRUST DATED 8/21/02	CHEYENNE EXPLORATION COMPANY LLC	APRIL 21, 2011	114	767	KS	COMANCHE	30-T34S-R18W 19-T34S-R18W	N2 LESS ROAD (317.38 GROSS ACRES) NE/4 AND E2 NW/4 AND SE/4 (234.50 GROSS ACRES)
ROBERT D. HUCK AND SHERYL R. HUCK ROBERT D. HUCK, TRUSTEE FOR ROBERT D. HUCK REVOCABLE TRUST DATED 10/23/91	CHEYENNE EXPLORATION COMPANY LLC CHEYENNE EXPLORATION COMPANY LLC	APRIL 21, 2011 APRIL 21, 2011	114 114	769 759	KS KS	COMANCHE COMANCHE	19-T34S-R18W 15-T34S-R18W 16-T34S-R18W 18-T35S-R18W 30-T34S-R18W 28-T34S-R19W 29-T34S-R19W 33-T34S-R19W	SW/4 AND W2 OF NW/4 (240 GROSS ACRES) W2 AND SE/4 AND NW4 NE4 (533.80 GROSS ACRES) S2 (320.00 GROSS ACRES) N2 N2 EAST OF HIGHWAY (140.80 GROSS ACRES) N2 LESS ROAD (317.38 GROSS ACRES) SW/4 (161.00 GROSS ACRES) E2 (318.80 GROSS ACRES) ALL (649.20 GROSS ACRES)

NATHAN HUCK AND LEASA HUCK	CHEYENNE EXPLORATION COMPANY LLC	APRIL 21, 2011	114	763	KS	COMANCHE	28-T34S-R19W	SW/4 (161.00 GROSS ACRES)
							29-T34S-R19W	E2 (318.80 GROSS ACRES)
							33-T34S-R19W	ALL (649.20 GROSS ACRES)
							30-T34S-R18W	N2 LESS ROAD (317.38 GROSS ACRES)
							31-T34S-R18W	N2 NE/4 (80.00 GROSS ACRES)
A AND P LOHRDING, LP	SANDRIDGE EXPLORATION AND PRODUCTION, LLC.	8/11/2008	113/ 117/ 110/ 127/	452/ 995/ 231/ 363/	KS	COMANCHE	14-T31S-R20W	ALL (640 GROSS ACRES)
							23-T31S-R20W	N2 (320 GROSS ACRES)
							23-T31S-R20W	SE4 (160 GROSS ACRES)
							23-T31S-R20W	NW4 OF SW/4 (40 GROSS ACRES)
UNITED METHODIST YOUTHVILLE INC.	SANDRIDGE EXPLORATION AND PRODUCTION, LLC.	8/11/2008	109	891	KS	COMANCHE	14-T31S-R20W	E2 (320 GROSS ACRES)
							23-T31S-R20W	E2 (320 GROSS ACRES)
							23-T31S-R20W	NW4 OF SW/4 (40 GROSS ACRES)
SOUTHWESTERN COLLEGE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC.	8/11/2008	109	845	KS	COMANCHE	14-T31S-R20W	E2 (320 GROSS ACRES)
							23-T31S-R20W	E2 (320 GROSS ACRES)
							23-T31S-R20W	NW4 OF SW/4 (40 GROSS ACRES)
LARRY L ELLIS, TRUSTEE OF THE LARRY L ELLIS TRUST	SANDRIDGE EXPLORATION AND PRODUCTION, LLC.	1/4/2011	114	359	KS	COMANCHE	19-T31S-R19W	LOT 1 (34.41 AC) AND LOT 2 (34.26 AC), E/2NW/4 LOT 3 (34.08 AC), LOT 4 (33.93 AC), E/2 SW/4 ALL, A/D/A LOT 1 (33.86 AC); LOT 2 (33.90 AC); LOT 3 (33.94 AC); LOT 4 (33.98 AC; E/2W/2; E/2
							30-T31S-R19W	5 ACRES AROUND SWD WELL IN SE/SE/SE
EDMONSTON, HAROLD MYRON ET US (SUSAN)	CHEYENNE EXPLORATION, LLC	JULY 11, 2011	117 123	1039 141	KS	COMANCHE	28-T31S-R20W	
LARRY L ELLIS, TRUSTEE OF THE LARRY L ELLIS TRUST					KS	COMANCHE	24-T31S-R20W	E/2 LESS A TRACT IN THE SE/4 (255.64 GROSS ACRES)

A AND P LOHRDING, LP	CHEYENNE EXPLORATION, LLC	06/07/2011	116 117	45 13	KS	COMANCHE	13-T31S-R20W	SE/4 (160 GROSS ACRES)
RANDALL G. EDDY, A SINGLE PERSON	AMERICAN WARRIOR INC.	03/24/2000	93	191	KS	COMANCHE	23-T31S-R20W	S2 SW/4, NE4 SW4 (120 GROSS ACRES)
RANDALL G. EDDY, A SINGLE PERSON	AMERICAN WARRIOR INC.	03/24/2000	93	195	KS	COMANCHE	27-T31S-R20W	NE4 (160 GROSS ACRES)
RANDALL G. EDDY, A SINGLE PERSON	AMERICAN WARRIOR INC.	03/24/2000	93	203	KS	COMANCHE	27-T31S-R20W	W2 SE4 (80 GROSS ACRES)
AMADA PIKUS, A MARRIED WOMAN IN HER SOLE AND SEPARATE PROPERTY, AND KATRINA REFIOR, AN UNMARRIED WOMAN	SANDRIDGE EXPLORATION AND PRODUCTION, LLC.	07/28/2011	118	535	KS	COMANCHE	27-T31S-R20W	E2 SE4 (80 GROSS ACRES)
John G. Arnold, Jr., C/O Bank of America	CHEYENNE EXPLORATION, LLC	11/2/2011	119	645	KS	COMANCHE	05-T33S-R17W 06-T33S-R17W 07-T33S-R17W 08-T33S-R17W 17-T33S-R17W 18-T33S-R17W 1-T33S-R18W 12-T33S-R18W	SW/4 (160 GROSS ACRES) SE/4 (160 GROSS ACRES) ALL (640 GROSS ACRES) NW/4 & SW/4 (320 GROSS ACRES) ALL (640 GROSS ACRES) E/2 & E/2W/2 (480 GROSS ACRES) SE/4SE/4 (40 GROSS ACRES) NE/4NE/4 (40 GROSS ACRES)
Bank of America, N.A. and John G. Arnold Jr., as Co-Trustees of The Patti G. Bearden Revocable Trust U/A dated August 10, 1979	CHEYENNE EXPLORATION, LLC	11/2/2011	119	647	KS	COMANCHE	05-T33S-R17W 06-T33S-R17W 07-T33S-R17W 08-T33S-R17W 17-T33S-R17W 18-T33S-R17W 1-T33S-R18W 12-T33S-R18W	SW/4 (160 GROSS ACRES) SE/4 (160 GROSS ACRES) ALL (640 GROSS ACRES) NW/4 & SW/4 (320 GROSS ACRES) ALL (640 GROSS ACRES) E/2 & E/2W/2 (480 GROSS ACRES) SE/4SE/4 (40 GROSS ACRES) NE/4NE/4 (40 GROSS ACRES)

END OF EXHIBIT "B"