KOLAR Document ID: 1369728

# 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:	submitted with this form.
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells **	KS Dept of Revenue Lease No.:
Gas Gathering System:	Lease Name:
Saltwater Disposal Well - Permit No.:	_
Spot Location: feet from N / S Line feet from E / W Line	Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells **	
Field Name:	Production Zone(s):
** Side Two Must Be Completed.	Injection Zone(s):
Surface Pit Permit No.:  (API No. if Drill Pit, WO or Haul)  Type of Pit: Emergency Burn Settling	feet from N / S Line of Section feet from E / W Line of Section Haul-Off Workover Drilling
Post On australia License No.	Out to I Post on
Past Operator's License No	
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 inje	ection authorization, surface pit permit # has beer
noted, approved and duly recorded in the records of the Kansas Corpor	ration Commission. This acknowledgment of transfer pertains to Kansas Corporation
Commission records only and does not convey any ownership interest i	in the above injection well(s) or pit permit.
is acknowledged	d as is acknowledged as
the new operator and may continue to inject fluids as authorized	the new operator of the above named lease containing the surface pi
Permit No.: Recommended action:	permitted by No.:
Date:	   Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC
DISTRICT EPR	PRODUCTION UIC

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### Side Two

### Must Be Filed For All Wells

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

A separate sheet may be attached if necessary

<sup>\*</sup> 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.

KOLAR Document ID: 1369728

# 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) CI	B-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	
Address 1:	
Address 2:	
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: ( )	<u> </u>
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
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:	country and in the weel estate property toy records of the country trace way
City: State: Zip:+	
the KCC with a plat showing the predicted locations of lease roads,	athodic Protection Borehole Intent), you must supply the surface owners and tank batteries, pipelines, and electrical lines. The locations shown on the platted on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
☐ I certify that, pursuant to the Kansas Surface Owner Notion owner(s) of the land upon which the subject well is or will CP-1 that I am filing in connection with this form; 2) if the form; and 3) my operator name, address, phone number, form	
KCC will be required to send this information to the surface	). I acknowledge that, because I have not provided this information, the ce owner(s). To mitigate the additional cost of the KCC performing this dress of the surface owner by filling out the top section of this form and the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 hand form and the associated Form C-1, Form CB-1, Form T-1, or Form	dling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.
I hereby certify that the statements made herein are true and corre	ect 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. <u>Existing Agreements.</u> 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. <u>INDEMNITY.</u> 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. <u>NO WARRANTY.</u> 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.
- **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, INCIDENTALLY OR CONSEQUENTIALLY, 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. <u>Entire Agreement.</u> 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 affective 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 <u>October 1, 2017</u> (the "Effective Time").

**ASSIGNORS:** 

LASSO ENERGY LLC AND LASSSO HOLDING LLC

Name: Bruce D. Kelso Title: Managing Member

STATE OF KANSAS

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**COUNTY OF RICE** 

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This instrument was acknowledged before me on this 3 the 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: 08/24/2024

Commission No. <u>/0394/1</u>

NOTARY PUBLIC - State of Kansas
IRENE HERZBERG
My Appt. Exp. 8-24-21

# 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 Assi

Assignee, dated effective as of the Effective Time.	fective Time.							
							ASSIGNED	ASSIGNED
WELL NAME	API No.	STATE	COUNTY	TOWNSHIP	RANGE	SECTION	W	NRI
RDH TRUST #1-19H	15-033-21685-0100	KANSAS	COMANCHE	345	18W	19	0.208333333	0,163020833
BEARDEN TRUST #1-7H	15-033-21619-0100	KANSAS	COMANCHE	335	17W	7	0.141666667	0.113333333
BEARDEN TRUST #1 SWD	15-033-21628-0000	KANSAS	COMANCHE	335	17W	7	0.141666667	0.141666667
HOFFMAN FAMILY TRUST #1-28H	15-033-21621-0100	KANSAS	COMANCHE	345	18W	18	0.208333333	0.163020833
HOFFMAN FAMILY TRUST #1 SWD	15-033-21620-0000	KANSAS	COMANCHE	34S	18W	18	0.208333333	0.208333333
PROCTOR TRUST #1-25H	15-033-21658-0100	KANSAS	COMANCHE	315	19W	25	0.208333333	0.163020833
PROCTOR TRUST #1 SWD	15-033-21657-0000	KANSAS	COMANCHE	315	19W	25	0.208333333	0.163020833
LARRY 3119 #1-30H	15-033-21625-0100	KANSAS	COMANCHE	315	19W	30	0.208333333	0.166666667
TEAL 3120 #1-27H	15-033-21632-0100	KANSAS	COMANCHE	315	20W	27	0.208333333	0.166666667
HAZEL 3120 1-24H	15-033-21684-0100	KANSAS	COMANCHE	315	20W	13	0.208333333	0.166666667
HAZEL 3120 2-24H	15-033-21707-0100	KANSAS	COMANCHE	315	20W	13	0.208333333	0.166666667
VC 3120 #1-23H	15-033-21607-0100	KANSAS	COMANCHE	315	20W	23	0.208333333	0.166666667
EDMONSTON #1 SWD	15-033-21617-0000	KANSAS	COMANCHE	315	20W	28	0.1250000	0.1250000

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.

FKCOR	LESSEE	LEASE DATE	BOOK	PAGE ST	PAGE STATE COUNTY	LEGAL	DESCRIPTION
WILLIAM E. PROCTOR JR. TRUST, ETAL	CHEYENNE EXPLORATION, LLC		118	291 KS	COMANCHE	25-T31S-R19W	W2 (320 GROSS ACRES)
FROM KYLED, HOFFMAN AND ROGER R.	CHEYENNE EXPLORATION, LLC	OCTOBER 17, 2011	119	223 KS	COMANCHE	7-T34S-R18W	52 (314.88 GROSS ACRES)
							SW/4 AND W2 OF W2 OF NE/4 (200
HOFFMAN, CO-TRUSTEES FOR HOFFMAN						8-T34S-R18W	GROSS ACRES)
						18-T34S-R18W	ALL (629.59 GROSS ACRES)
	CHEYENNE EXPLORATION						
ROBERT D. HUCK AND NATHAN D. HUCK,	COMPANY LLC	APRIL 21, 2011	114	767 KS	COMANCHE	30-T34S-R18W	N2 LESS ROAD (317.38 GROSS ACRES)
							NE/4 AND E2 NW/4 AND SE/4 (234.50
CO-TRUSTEES FOR RDH IRREVOCABLE TRUST						19-T34S-R18W	GROSS ACRES)
DATED 8/21/02							
	CHEYENNE EXPLORATION			-			SW/4 AND W2 OF NW/4 (240 GROSS
ROBERT D. HUCK AND SHERYL R. HUCK	COMPANY LLC	APRIL 21, 2011	114	769 KS	COMANCHE	19-T34S-R18W	ACRES)
	CHEYENNE EXPLORATION						W2 AND SE/4 AND NW4 NE4 (533.80
ROBERT D. HUCK, TRUSTEE FOR ROBERT D.	COMPANY LLC	APRIL 21, 2011	114	759 KS	COMANCHE	15-T34S-R18W	GROSS ACRES)
						16-T34S-R18W	S2 (320.00 GROSS ACRES)
							N2 N2 EAST OF HIGHWAY (140.80
						18-T35S-R18W	GROSS ACRES)
						30-T34S-R18W	N2 LESS ROAD (317.38 GROSS ACRES)
						28-T34S-R19W	SW/4 (161.00 GROSS ACRES)
						29-T34S-R19W	E2 (318.80 GROSS ACRES)
						33-T345-R19W	ALL (649.20 GROSS ACRES)

NATHAN HUCK AND LEASA HUCK	CHEYENNE EXPLORATION COMPANY LLC	APRIL 21, 2011	114	763 KS	COMANCHE	28-T34S-R19W 29-T34S-R19W 33-T34S-R19W 30-T34S-R18W 31-T34S-R18W	SW/4 (161.00 GROSS ACRES) E2 (318.80 GROSS ACRES) ALL (649.20 GROSS ACRES) N2 LESS ROAD ( 317.38 GROSS ACRES) 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/ KS 995/ 231/ 363/	COMANCHE	14-T31S-R20W 23-T31S-R20W 23-T31S-R20W 23-T31S-R20W	ALL (640 GROSS ACRES) N2 (320 GROSS ACRES) SE4 (160 GROSS ACRES) 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 23-T31S-R20W 23-T31S-R20W	E2 (320 GROSS ACRES) E2 (320 GROSS ACRES) NW4 OF SW/4 (40 GROSS ACRES)
SOUTHWESTERN COLLEGE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC.	8/11/2008	109	845 KS	COMANCHE	14-T31S-R20W 23-T31S-R20W 23-T31S-R20W	E2 (320 GROSS ACRES) E2 (320 GROSS ACRES) 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 30-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;
EDMONSTON, HAROLD MYRON ET US (SUSAN)	CHEYENNE EXPLORATION, LLC JULY 11, 2011	JULY 11, 2011	117	1039 KS 141	COMANCHE	28-T31S-R20W	5 ACRES AROUND SWD WELL IN SE/SE/SE
LARRY L ELLIS, TRUSTEE OF THE LARRY L ELLIS TRUST				SS	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	06/07/2011	116	45	KS	COMANCHE	13-T31S-R20W	SE/4 (160 GROSS ACRES)
			117	13				A DELIVERY OF THE PARTY OF THE
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	SANDRIDGE EXPLORATION							
SOLE	AND	07/28/2011	118	535	S S	COMANCHE	27-T31S-R20W	E2 SE4 (80 GROSS ACRES)
AND SEPARATE PROPERTY, AND KATRINA	PRODUCTION, LLC.							
REFIOR, AN UNMARRIED WOMAN								A. A
John G. Arnold, Jr., C/O Bank of America	CHEYENNE EXPLORATION, LLC	11/2/2011	119	645	KS	COMANCHE	05-T33S-R17W	SW/4 (160 GROSS ACRES)
							06-T33S-R17W	SE/4 (160 GROSS ACRES)
							07-T33S-R17W	ALL (640 GROSS ACRES)
							08-T33S-R17W	NW/4 & SW/4 (320 GROSS ACRES)
							17-T33S-R17W	ALL (640 GROSS ACRES)
							18-T33S-R17W	E/2 & E/2W/2 (480 GROSS ACRES)
							1-T33S-R18W	SE/4SE/4 (40 GROSS ACRES)
							12-T33S-R18W	NE/4NE/4 (40 GROSS ACRES)
Bank of America. N.A. and John G. Arnold Jr	CHEYENNE EXPLORATION, LLC	11/2/2011	119	647	KS	COMANCHE	05-T33S-R17W	SW/4 (160 GROSS ACRES)
as Co-Trustees of The Patti G. Bearden							06-T33S-R17W	SE/4 (160 GROSS ACRES)
Revocable Trust U/A dated August 10, 1979							07-T33S-R17W	ALL (640 GROSS ACRES)
							08-T33S-R17W	NW/4 & SW/4 (320 GROSS ACRES)
							17-T33S-R17W	ALL (640 GROSS ACRES)
							18-T33S-R17W	E/2 & E/2W/2 (480 GROSS ACRES)
							1-T33S-R18W	SE/4SE/4 (40 GROSS ACRES)
							12-T33S-R18W	NE/4NE/4 (40 GROSS ACRES)

# END OF EXHIBIT "B"