KOLAR Document ID: 1388866

### 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:	ttea 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	SecTwp R EW Legal Description of Lease:
feet from E / W Line	
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:
Table operator o Hamo a Address.	
	Date:
Title:	Signature:
New Operator's License No.	Contact Person:
New Operator's Name & Address:	Phone:
The special of the second seco	
	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	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:	
. neconinencea action.	permitted by No.:
Data	Data
Date: Authorized Signature	Date:
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.

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#### 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 #	Well Location:
Name:	SecTwpS. R 🗌 East 🗌 West
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.
City: State: Zip:+	_
are preliminary non-binding estimates. The locations may be entered.  Select one of the following:  I certify that, pursuant to the Kansas Surface Owner Notion owner(s) of the land upon which the subject well is or will	tank batteries, pipelines, and electrical lines. The locations shown on the plated on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.
CP-1 that I am filing in connection with this form; 2) if the form; and 3) my operator name, address, phone number, for	orm being filed is a Form C-1 or Form CB-1, the plat(s) required by this ax, and email address.
KCC will be required to send this information to the surface	). I acknowledge that, because I have not provided this information, the se 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, 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") 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 Lasso Energy LLC, a Kansas limited liability company, whose address is 1125 South Main, P.O. Box 465, Chase, Kansas 67524-0465 (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, all of its right title and interest in and to: (i) the well 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) all of Assignor'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) all oil, gas, well gas, casinghead gas, condensate, and all 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 Assignors 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 MAKE 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 5. 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. <u>Amendments and Severability.</u> 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.
- 8. <u>Counterparts.</u> 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 binding original. For the purposes of recording, the signature and acknowledgement pages of the various counterparts may be combined.

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, 2018</u> (the "Effective Time").

ASSIGNORS:

### SANDRIDGE EXPLORATION AND PRODUCTION, LLC

Name: John Suter

Title: EVP and Chief Operating Officer

STATE OF OKLAHOMA

§ 8

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on this April, 2018 by John Suter, EVP and Chief Operating Officer, on behalf of said limited liability company.

Commission Expires: 8/13/18

Commission No. 1000618

Smily Round Notary Public

EMILY RAINS
Notary Public
State of Oklahoma
Commission # 10006618
My Commission Expires Aug 13, 2018

**ASSIGNORS:** 

ER MIDCON, LLC

Name: Patrick J. Kedmond

Title: Co-President

STATE OF COLORADO

**§** § §

**COUNTY OF DENVER** 

This instrument was acknowledged before me on January 2, 2018, by Patrick J. Redmond, the Co-President of ER MidCon, LLC, a Delaware limited liability company on behalf of said limited liability company.

TRAVIS WHITHAM

Notary Public

State of Colorado

Notary ID # 20174020100 My Commission Expires 05-10-2021 Travis Whitham

Notary Public in and for the State of Colorado

Printed Name: Travis Whitham

Commission Expires: 05-10-2021

ASSIGNEE:

Lasso Energy LLC

By: \ 2 - M

Name: Bruce D. Kelso Title: Managing Member

STATE OF KANSAS

§

**COUNTY OF RICE** 

§ §

This instrument was acknowledged before me on this /2 day of February, 2018 by Bruce D.

Kelso, Managing Member, on behalf of said limited liability company.

Notary Public

Commission Expires: 8-24-202/

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

## 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 Energy LLC, as Assignee, dated effective as of the Effective Time.

WELL NAME	API	SEC	TWN	RNG
Ruby 3119 #1A-20H	15-033-21634-0101	20	31S	19W
Ruby 3119 #2-20H	15-033-21661-0000	20	31S	19W
Melissa SWD 3119 #1-5	15-033-21638-0100	05	31S	19W

## END OF EXHIBIT "A"

## EXHIBIT "B"

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 Energy LLC, as Assignee, dated effective as of the Effective Time.

LEASE NO	LESSOR	LESSEE	LEASE DATE	воок	PAGE	STAT E	COUNTY	LEGAL	LEGAL DESC
901*KS003921- 000	JOHN PLANK AND JOYCE PLANK, HUSBAND AND WIFE	SANDRIDGE EXPLORATIO N AND PRODUCTION , LLC	1/24/2011	114	315	KS	COMANCHE	031S- 019W -020	T31S- R19W: SEC 20: N/2
901*KS004366- 000	DELMAR KINSER AND PHYLLIS KINSER, HUSBAND AND WIFE	SANDRIDGE EXPLORATIO N AND PRODUCTION , LLC	1/25/2011	114	347	KS	COMANCHE	031S- 019W -020	T31S- R19W: SEC 20: N/2
901*KS004375- 000	ROLAND HECHT AND JANET HECHT, HUSBAND AND WIFE	SANDRIDGE EXPLORATIO N AND PRODUCTION , LLC	1/27/2011	114	343	KS	COMANCHE	031S- 019W -020	T31S- R19W: SEC 20: N/2
901*KS005863- 000	DARROL WAYNE MILLER AND PAULINE MILLER, CO-TRUSTEES OF THE PAULINE MILLER LOVING TRUST DATED APRIL 6, 1990	SANDRIDGE EXPLORATIO N AND PRODUCTION , LLC	6/20/2011	118	499	KS	COMANCHE	031S- 019W -020	T31S- R19W: SEC 20: S/2
901*KS005857- 000	DARROL WAYNE MILLER AND PAULINE MILLER, CO-TRUSTEES OF THE DARROL WAYNE MILLER LOVING TRUST DATED APRIL 6, 1990	SANDRIDGE EXPLORATIO N AND PRODUCTION , LLC	6/20/2011	118	493	KS	COMANCHE	031S- 019W -020	T31S- R19W: SEC 20: S/2
901*KS001264- 000	JOHN AND JOYCE PLANK, H/W	FIVE STATE LAND SERVICES, INC	5/16/2008	108	581	KS	COMANCHE	031S- 019W -020	T31S- R19W: SEC 20: N/2
901*KS001265- 000	DELMAR AND PHYLLIS KINSER	FIVE STATE LAND SERVICES, INC	5/16/2008	108	447	KS	COMANCHE	031S- 019W -020	T31S- R19W: SEC 20: N/2
901*KS001266- 000	ROLAND AND JANET HECHT	FIVE STATE LAND SERVICES, INC	5/16/2008	110	781	KS	COMANCHE	031S- 019W -020	T31S- R19W: SEC 20: N/2
901*KS001263- 000	DARROL AND PAULINE MILLER	FIVE STATE LAND SERVICES, INC	10/20/200	110	331	KS	COMANCHE	031S- 019W -020	T31S- R19W: SEC 20: S/2