

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)
_____	_____	Circle FSL/FNL	Circle 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	_____	_____
_____	_____	FSL/FNL	FEL/FWL	_____	_____
_____	_____	FSL/FNL	FEL/FWL	_____	_____
_____	_____	FSL/FNL	FEL/FWL	_____	_____
_____	_____	FSL/FNL	FEL/FWL	_____	_____
_____	_____	FSL/FNL	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 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 HARPER       §

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 **Harper 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. **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 MAKE 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, 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. **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.

8. **Counterparts.** 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 **October 1, 2018** (the "Effective Time").

*Signature Pages Follows*

ASSIGNORS: SANDRIDGE EXPLORATION AND PRODUCTION, LLC

By:   
Name: John Suter  
Title: EVP and Chief Operating Officer

STATE OF OKLAHOMA   §  
                                  §  
COUNTY OF OKLAHOMA   §

This instrument was acknowledged before me on this 03 day of October, 2018 by John Suter, EVP and Chief Operating Officer, on behalf of said limited liability company.

  
Notary Public



Commission Expires: 8/13/22  
Commission No. 10006618

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 28th, 2018, 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: Travis Whitham

Commission Expires: 05-10-2021

ASSIGNEE:

LASSO ENERGY LLC

By: 

Name: Bruce D. Kelso

Title: Managing Member


STATE OF KANSAS       §

                                  §

COUNTY OF RICE       §

This instrument was acknowledged before me on this 25<sup>th</sup> day of August, 2018 by Bruce D. Kelso, Managing Member, on behalf of said limited liability company.





Notary Public

Commission Expires: \_\_\_\_\_

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, as Assignor, to Lasso Energy 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>
James 3406 1-4H	15-077-22067-0100	4	34S	6W
James 3406 2-4H	15-077-22074-0100	4	34S	6W
Meineke 2-26	15-077-21304-0000	26	33S	6W

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

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901*KS002617-000	CURT R CLARK AND SUZANNE P CLARK, HW	UNION VALLEY PETROLEUM CORPORATION	5/5/2008	G90	264	KS	HARPER	034S-006W- 004	T34S-R6W: SEC 4: N/2NE/4
901*KS012589-000	BRIAN L. AND TAMMY L. HOOPES, HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	7/1/2013	G94	1417	KS	HARPER	033S-006W- 026	T33S-R6W: SEC 26: NE/4 NW/4
901*KS012589-000	BRIAN L. AND TAMMY L. HOOPES, HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	7/1/2013	G94	1417	KS	HARPER	033S-006W- 026	T33S-R6W: SEC 26: SE/4 NW/4
901*KS012589-000	BRIAN L. AND TAMMY L. HOOPES, HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	7/1/2013	G94	1417	KS	HARPER	033S-006W- 026	T33S-R6W: SEC 26: SW/4 NE/4
901*KS012589-000	BRIAN L. AND TAMMY L. HOOPES, HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	7/1/2013	G94	1417	KS	HARPER	033S-006W- 026	T33S-R6W: SEC 26: NW/4 NE/4
901*KS012589-000	BRIAN L. AND TAMMY L. HOOPES, HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	7/1/2013	G94	1417	KS	HARPER	033S-006W- 026	T33S-R6W: SEC 26: NW/4 SW/4
901*KS012589-000	BRIAN L. AND TAMMY L. HOOPES, HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	7/1/2013	G94	1417	KS	HARPER	033S-006W- 026	T33S-R6W: SEC 26: SW/4 SW/4

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901*KS012589-000	BRIAN L. AND TAMMY L. HOOPES, HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	7/1/2013	G94	1417	KS	HARPER	033S-006W-026	T33S-R6W: SEC 26: NE/4 SW/4
901*KS012589-000	BRIAN L. AND TAMMY L. HOOPES, HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	7/1/2013	G94	1417	KS	HARPER	033S-006W-026	T33S-R6W: SEC 26: SE/4 SW/4
901*KS001547-000	DOROTHY MEINEKE	STELBAR OIL CORPORATION	2/9/1972	74 / G94	683 / 859	KS	HARPER	033S-006W-026	T33S-R6W: SEC 26: SE/4 NW/4
901*KS001547-000	DOROTHY MEINEKE	STELBAR OIL CORPORATION	2/9/1972	74 / G94	683 / 859	KS	HARPER	033S-006W-026	T33S-R6W: SEC 26: NW/4 NE/4
901*KS002340-000	WILLIAM D BOLLMAN AND GLADYS M BOLLMAN, HIS WIFE	AMERICAN ENERGIES CORPORATION	8/9/1988	83	1562	KS	HARPER	034S-006W-004	T34S-R6W: SEC 4: S/2 SE/4, TOP OF THE MISSISSIPPIAN FORMATION TO THE BASE
901*KS002341-000	WILLIAM D BOLLMAN AND GLADYS M BOLLMAN, HIS WIFE	AMERICAN ENERGIES CORPORATION	8/9/1988	83	1564	KS	HARPER	034S-006W-004	T34S-R6W: SEC 4: N/2SE/4, TOP OF THE MISSISSIPPIAN FORMATION TO THE BASE
901*KS002391-000	CURT R CLARK AND SUZANNE P CLARK, HW	UNION VALLEY PETROLEUM CORPORATION	4/8/2002	87 / G94	973 / 1493	KS	HARPER	034S-006W-004	T34S-R6W: SEC 4: N/2NE/4
901*KS001547-000	DOROTHY MEINEKE	STELBAR OIL CORPORATION	2/9/1972	74 / G94	683 / 859	KS	HARPER	033S-006W-026	T33S-R6W: SEC 26: NE/4 NW/4

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901*KS014986-000	HERBERT L WILCOX AND CAROLE WILCOX HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	5/23/2014	G95	381	KS	HARPER	034S-006W-009	T34S-R06W: SEC 9: A TRACT IN THE S/2 NE/4 DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF THE S/2 NE/4, THENCE WEST 840 FEET, THENCE SOUTHEASTERLY 950 FEET, THENCE NORTH 450 FEET TO PLACE OF BEGINNING, CONTAINING 8.68 ACRES, MORE OR LESS
901*KS012966-000	ROBB FAMILY OIL AND GAS REVOCABLE TRUST NO. 1, BY JAMES N ROBB AND PATRICIA A ROBB, CO-TRUSTEES	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	1/30/2014	G94 / G95	1568 / 313	KS	HARPER	034S-006W-009	T34S-R6W: SEC 9: SE/4 BELOW THE TOP OF THE MISSISSIPPIAN FORMATION, LESS AND EXCEPT THE E/2 E/2 W/2 SE/4 AND THE W/2 W/2 E/2 SE/4
901*KS012967-000	ROBB FAMILY OIL AND GAS REVOCABLE TRUST NO. 1, BY JAMES N ROBB AND PATRICIA A ROBB, CO-TRUSTEES	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	1/30/2014	G94 / G94	1569 / 1729	KS	HARPER	034S-006W-009	T34S-R6W: SEC 9: S/2 NE/4 LESS A TRACT DESCRIBED AS BEGINNING AT THE NE/C OF THE S/2NE/4, THENCE WEST 840', THENCE SOUTHEASTERLY 950', THENCE NORTH 450' TO THE POB

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901*KS002342-000	WILLIAM D BOLLMAN AND GLADYS M BOLLMAN, HUSBAND AND WIFE	AMERICAN ENERGIES CORPORATION	8/9/1988	83	1563	KS	HARPER	034S-006W-009	T34S-R06W: SEC 09: N/2 NE/4 AND A 10 ACRE TRACT IN NE/C OF N/2 NW/4, DESCRIBED AS FOLLOWING: BEGINNING AT THE NE/C OF THE N/2 NW/4, THENCE WEST ON THE NORTH LINE OF SAID TRACT TO A POINT 4' WEST OF THE WEST BANK OF ROCK CREEK, THENCE BANK OF ROCK CREEK, THENCE SOUTHEASTERLY ALONG SAID WEST BANK OF ROCK CREEK, AND 4' FROM SAID BANK, TO AN INTERSECTION ON THE EAST LINE OF SAID N/2 NW/4 OF SECTION 9, THENCE NORTH TO THE BEGINNING, EXCEPT KANSAS SW RR ROW FROM THE TOP OF THE MISSISSIPPIAN FORMATION TO THE BASE OF THE MISSISSIPPIAN FORMATION, BEING THE STRATEGIC EQUIVALENT OF THE DEPTH INTERVAL FROM 4,355 FEET (TOP OF TEH MISSISSIPPIAN FORMATION TO 4,790 FEET (THE BASE OF THE MISSISSIPPIAN FORMATION) APPEARING ON THE ELI WIRELINE SERVICES LOG FOR THE FLINN B1 WELL (API NO. 15077212910000) LOGGED ON 7/15/1995 (THE LEASE DEPTHS)
901*KS002390-000	KENNETH R CLARK AND LAURA L CLARK, HW	UNION VALLEY PETROLEUM CORPORATION	4/8/2002	87 / G94	972 / 1494	KS	HARPER	034S-006W-004	T34S-R6W: SEC 4: S/2NE/4

END OF EXHIBIT "B"

**ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

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

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 **Harper 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. 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 MAKE 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, 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. 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.
8. Counterparts. 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 October 1, 2018 (the "Effective Time").

*Signature Pages Follows*

ASSIGNORS: SANDRIDGE EXPLORATION AND PRODUCTION, LLC

By:   
Name: John Suter  
Title: EVP and Chief Operating Officer

STATE OF OKLAHOMA §  
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 03 day of October, 2018 by John Suter, EVP and Chief Operating Officer, on behalf of said limited liability company.

Emily Little  
Notary Public

Commission Expires: 8/13/20

Commission No. 100866018





ASSIGNEE:

LASSO ENERGY LLC

By: 

Name: Bruce D. Kelso

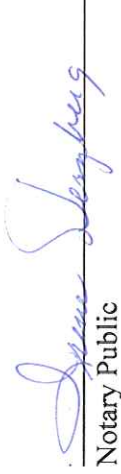
Title: Managing Member

STATE OF KANSAS           §

  §

COUNTY OF RICE         §

This instrument was acknowledged before me on this 29<sup>th</sup> day of August, 2018 by Bruce D. Kelso, Managing Member, on behalf of said limited liability company.

  
Notary Public



Commission Expires

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, as Assignor, to Lasso Energy 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>
James 3406 3-9H	15-077-22075-0000	4	34S	6W
Astoria SWD 3306 1-34	15-077-11972-0000	34	33S	6W

**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, as Assignor, to Lasso Energy LLC, as Assignee, dated effective as of the Effective Time.

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL
901*KS002341-000	WILLIAM D BOLLMAN AND GLADYS M BOLLMAN, HIS WIFE	AMERICAN ENERGIES CORPORATION	8/9/1988	83	1564	KS	HARPER	T34S-R6W: SEC 4: N/2SE/4, TOP OF THE MISSISSIPPIAN FORMATION TO THE BASE OF THE MISSISSIPPIAN FORMATION
901*KS002340-000	WILLIAM D BOLLMAN AND GLADYS M BOLLMAN, HIS WIFE	AMERICAN ENERGIES CORPORATION	8/9/1988	83	1562	KS	HARPER	T34S-R6W: SEC 4: S/2 SE/4, TOP OF THE MISSISSIPPIAN FORMATION TO THE BASE OF THE MISSISSIPPIAN FORMATION
901*KS002391-000	CURT R CLARK AND SUZANNE P CLARK, HW	UNION VALLEY PETROLEUM CORPORATION	4/8/2002	87 /	973 /	KS	HARPER	T34S-R6W: SEC 4: N/2NE/4
901*KS014986-000	HERBERT L WILCOX AND CAROLE WILCOX HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	5/23/2014	G95	381	KS	HARPER	T34S-R06W: SEC 9: A TRACT IN THE S/2 NE/4 DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF THE S/2 NE/4, THENCE WEST 840 FEET, THENCE SOUTHEASTERLY 950 FEET, THENCE NORTH 450 FEET TO PLACE OF BEGINNING, CONTAINING 8.68 ACRES, MORE OR LESS
901*KS012966-000	ROBB FAMILY OIL AND GAS REVOCABLE TRUST NO. 1, BY JAMES N ROBB AND PATRICIA A ROBB, CO-TRUSTEES	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	1/30/2014	G94 /	1568 /	KS	HARPER	T34S-R6W: SEC 9: SE/4 BELOW THE TOP OF THE MISSISSIPPIAN FORMATION, LESS AND EXCEPT THE E/2 E/2 W/2 SE/4 AND THE W/2 W/2 E/2 SE/4

**END OF EXHIBIT "B"**

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL
901*KS012967-000	ROBB FAMILY OIL AND GAS REVOCABLE TRUST NO 1, BY JAMES N ROBB AND PATRICIA A ROBB, CO-TRUSTEES	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	1/30/2014	G94 / G94	1569 / 1729	KS	HARPER	T34S-R6W: SEC 9: S/2 NE/4 LESS A TRACT DESCRIBED AS BEGINNING AT THE NE/C OF THE S/2NE/4, THENCE WEST 840', THENCE SOUTHEASTERLY 950', THENCE NORTH 450' TO THE POB
901*KS002342-000	WILLIAM D BOLLMAN AND GLADYS M BOLLMAN, HUSBAND AND WIFE	AMERICAN ENERGIES CORPORATION	8/9/1988	83	1563	KS	HARPER	T34S-R06W: SEC 09: N/2 NE/4 AND A 10 ACRE TRACT IN NE/C OF N/2 NW/4, DESCRIBED AS FOLLOWING: BEGINNING AT THE NE/C OF THE N/2 NW/4, THENCE WEST ON THE NORTH LINE OF SAID TRACT TO A POINT 4' WEST OF THE WEST BANK OF ROCK CREEK, THENCE SOUTHEASTERLY ALONG SAID WEST BANK OF ROCK CREEK, AND 4' FROM SAID BANK, TO AN INTERSECTION ON THE EAST LINE OF SAID N/2 NW/4 OF SECTION 9, THENCE NORTH TO THE BEGINNING, EXCEPT KANSAS SW RR ROW FROM THE TOP OF THE MISSISSIPPIAN FORMATION TO THE BASE OF THE MISSISSIPPIAN FORMATION, BEING THE STRATEGIC EQUIVALENT OF THE DEPTH INTERVAL FROM 4,355 FEET (TOP OF THE MISSISSIPPIAN FORMATION TO 4,790 FEET (THE BASE OF THE MISSISSIPPIAN FORMATION) APPEARING ON THE ELI WIRELINE SERVICES LOG FOR THE FLINN B1 WELL (API NO. 1507721291000) LOGGED ON 7/15/1995 (THE LEASE DEPTHS)
901*KS002390-000	KENNETH R CLARK AND LAURAL CLARK, HW	UNION VALLEY PETROLEUM CORPORATION	4/8/2002	87 / G94	972 / 1494	KS	HARPER	T34S-R6W: SEC 4: S/2NE/4