KOLAR Document ID: 1417093

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

OIL & GAS CONS	ATION COMMISSION Form T-1 July 2014 SERVATION DIVISION Form must be Typed Form must be Signed ANGE OF OPERATOR All blanks must be Filled
TRANSFER OF INJECTIO Form KSONA-1, Certification of Compliance	N OR SURFACE PIT PERMIT with the Kansas Surface Owner Notification Act,
Check Applicable Boxes: MUST be subm	itted 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:	SecTwpR E W 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
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	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:	permitted by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC

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		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		
		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.

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KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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 #	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:	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:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	

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: ______

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS	ŝ	
	Ś	KNO
COUNTY OF HARPER	<i>s</i> 27.	

CNOW ALL MEN BY THESE PRESENTS

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 CONVEYED and does hereby GRANT, TRANSFER, ASSIGN, and CONVEY unto Assignee, subject to the attached Exhibit "A" including, but not limited to, the casing and tubing therein and all downhole and Exhibit "A" (the "Leases") and (iii) all oil, gas, well gas, casinghead gas, condensate, and all components 465, Chase, Kansas 67524-0465 (hereinafter referred to as "Assignee"), the receipt and sufficiency of all the terms and provisions hereinafter stated, all of its right title and interest in and to: (i) the well listed on interest in and to all oil and gas leases listed on Exhibit "B" insofar as the same cover the wells listed on of any of them (hereinafter referred to as "Hydrocarbons") produced therefrom on or after the Effective Denver Colorado 80202, (hereinafter referred to as "Assignors") for and in consideration of the sum of 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, wellhead equipment, and all surface equipment (hereinafter referred to as the "Wells") and all surface Time; situated in Harper County, Kansas (collectively the Wells, Leases Hydrocarbons and Surface land deeds existing as of the Effective Time (hereinafter defined); (ii) all of Assignor's right, title and LLC a Delaware limited liability company, whose mailing address is 511 Sixteenth Street, Suite 700, consideration being hereby acknowledged, has GRANTED, TRANSFERRED, ASSIGNED, and 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:

or disclosed by Assignors to Assignee prior to the Effective Time to which the Properties may be Effective Time and pertain to the Properties and all contractually binding arrangements of record Existing Agreements. This Assignment is made in accordance with and is subject to the subject and which will be binding on the Properties or Assignee on and after the Effective Time. agreements of record that are disclosed and provided by Assignors to Assignee prior to the terms, covenants and conditions contained in all of the assignments or other instruments or ._...

proportionate share of all duties, obligations, covenants and liabilities under the Leases relating to owner of the Properties to the extent that the same are valid and subsisting on the Effective Time. Leases. Furthermore, Assignee expressly assumes, from and after the Effective Time, any and all implied covenants and obligations imposed upon the lessee under the terms and conditions of the obligations and liabilities associated with the Properties, including but not limited to restoration bound by all provisions of the Leases and all contractual duties and obligations of Assignors as From and after the Effective Time, Assignee assumes and agrees to timely pay and perform its Kansas Corporation Commission, regardless of whether such surface restoration and plugging Assumption of Obligations. Assignee hereby assumes and agrees to perform and be the ownership, use or operation of the Properties, including without limitation all express or of the surface and plugging and abandonment operations in accordance with the rules of the and abandonment operations arose prior to the Effective Time. d

INDEMNITY. ASSIGNEE SHALL FULLY PROTECT, INDEMNIFY AND DEFEND PERIOD ON AND AFTER THE EFFECTIVE TIME. AND (B) ASSIGNEE'S OBLIGATIONS ASSIGNORS, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, AGENTS AND/OR SEVERANCE OR EXCISE TAXES AND ROYALTIES ATTRIBUTABLE TO ASSIGNEE'S PENALTIES, COSTS AND EXPENSES, REASONABLE ATTORNEY FEES, AND UNIT NOTICES, SUITS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, FINES, RELATED TO SURFACE RESTORATION AND PLUGGING AND ABANDONMENT OWNERSHIP AND OPERATION OF THE PROPERTIES ATTRIBUTABLE TO THE EMPLOYEES AND HOLD THEM HARMLESS FROM ALL CLAIMS, DEMANDS, COSTS, INCLUDING BUT NOT LIMITED TO AD VALOREM, PRODUCTION, OPERATIONS ARISING BEFORE OR AFTER THE EFFECTIVE TIME. ŝ

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

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

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

found by any court of competent jurisdiction to be invalid or unenforceable, the provision will be 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 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. 1

binding original. For the purposes of recording, the signature and acknowledgement pages of the 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 various counterparts may be combined. s.

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"). ASSIGNORS: SANDRIDGE EXPLORATION AND PRODUCTION, LLC

an By: <u>Vision Suter</u> Name: John Suter Title: EVP and Chief Operating Officer

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

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

0 + +)(11 Notary Public E

Commission Expires: 8/13/00

Commission No. 10006018

VWO.

ASSIGNORS:

ER MIDCON, LLC

Patrick J. Redmond Co-President S By: Name: 1 Title: 0

STATE OF COLORADO

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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.

Joseph WHW Hand Notary Public in and for the State of Colorado

Travis Whitham Printed Name:

TRAVIS WHITHAM Notary Public State of Colorado Notary ID # 20174020100 My Commission Expires 05-10-2021

05-10-2021 Commission Expires:

ASSIGNEE:

LASSO ENERGY LLC

By:_

Name: Bruce D. Kelso Title: Managing Member

STATE OF KANSAS

 $\infty \infty \infty$

COUNTY OF RICE

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

NOTARY PUBLIC - State of Kansas IRENE MERZBERG My Appt. Exp. 224-24

Commission Expires:

0 Commission No. 103 9

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Notary Public

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.

WELL NAME	API	SEC	SEC TWN RNG	RNG
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"

EXHIBIL «B»

as of the Effective Time.

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	970						GNA NOITAROJAX3	ОИА ОИА82UH ,2390OH	-000
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-000 -001*K8012966	ROBB FAMILY OIL AND GAS REVOCABLE TRUST NO. 1, BY JAMES N ROBB AND PATRICIA A ROBB, CO-TRUSTEES	SANDRIDGE EXPLORATION, LLC PRODUCTION, LLC	⊅102/0 €/ī	569 / †69	515 78951 /	кг	ЯЭЧЯАН	600 -M900-S⊅£0	THE W/2 W/2 E/2 SE/4 BELOW THE TOP THE W/2 W/2 E/2 E/2 W/2 SE/4 AND THE W/2 W/2 E/2 SE/4 THE W/2 W/2 E/2 SE/4
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