KOLAR Document ID: 1418987

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

	ATION COMMISSION Form T-1 July 2014 ERVATION DIVISION Form must be Typed
REQUEST FOR CHA	ANGE OF OPERATOR Form must be Signed All blanks must be Filled
	N OR SURFACE PIT PERMIT
	with the Kansas Surface Owner Notification Act, tted 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:	
Saltwater Disposal Well - Permit No.:	Lease Name:
Spot Location:	Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells**	Production Zone(s):
Field Name:	Injection Zone(s):
** Side Two Must Be Completed.	
Surface Pit Permit No.:	feet from N / S 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:
	Date:
Title:	Signature:
New Operator's License No.	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
	Date:
Title:	Signature:
	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation 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: Authorized Signature	Date: Authorized Signature
	PRODUCTION UIC

Side Two

Must Be Filed For All Wells

* Lease Name:			* Location:	_ * 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			
		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			
		FSL/FNL	FEL/FWL			
		FOL/FINL				

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	§	
	§	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF STAFFORD	§	

THAT, LASSO HOLDING LLC, a Kansas limited liability company, whose address is 1125 South Main, P.O. Box 465, Chase, Kansas 67524-0465 and (hereinafter referred to as "Assignor") for and in consideration of the sum of One Hundred Dollars (\$100.00) cash and other good and valuable consideration to Assignor in hand paid by KELSO OIL AND GAS INC, a Kansas corporation, whose address is P.O. Box 467, 1119 South Main, 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, 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 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) 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 Stafford 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 Assignor 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. <u>Assumption of Obligations.</u> Assignee hereby assumes and agrees to perform and be bound by all provisions of the Leases and all contractual duties and obligations of Assignor 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 ASSIGNOR, 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. ASSIGNOR 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 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. ASSIGNOR 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. ASSIGNOR 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.

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>August 1, 2018</u> (the "Effective Time").

Signature Page Follows

ASSIGNOR:

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 $\frac{15^{-4c}}{100}$ day of August, 2018 by Bruce D. Kelso, Managing Member, on behalf of Lasso Holding LLC.

Commission Expires:

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Commission No. 10-39417

ASSIGNOR:

KELSO OIL AND GAS INC

By:

Name: Mike D. Kelso Title: President

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STATE OF KANSAS

COUNTY OF RICE

This instrument was acknowledged before me on this $\frac{16}{2}$ day of August, 2018 by Mike D. Kelso, President, on behalf of Kelso Oil and Gas Inc.

	A NOTARY PUBLIC - State of Kansas
Commission Expires:	IRENE HERZBERG
<u>-</u> <u>-</u>	My Appt. Exp. 5-24-21

sere Sergling Notary Public

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Commission No. 1039417

EXHIBIT "A"

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

				ASSIGNED
WELL NAME	API No.	STATE	COUNTY	WI
WELSH BEAVER UNIT #1	15-185-10960-0002	KANSAS	STAFFORD	0.243333333
WELSH BEAVER UNIT #3 INJ	15-185-00544-0001	KANSAS	STAFFORD	0.243333333

All in 16-235-14W

END OF EXHIBIT "A"

EXHIBIT "B"

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

Twenty Four and One Third percent (0.24333333) of the right, title and interest in and to the oil and gas leases described below:

Lease Name	Location Lease	Description	County, State
Welsh-Beaver	Section 16, Township 23S, Range 14W	NE/4	Stafford, KS
	Section 16, Township 23S, Range 14W	SE/4	Stafford, KS
	Section 15, Township 23S, Range 14W	SW/4	Stafford, KS

*Includes 24.333333333% of all equipment located in the wellbore and on the lease.

Welsh-Beaver Lease

Pertains to certain oil and gas lease dates:

(1) April 6, 1948, from Robigny Jacob Welsh, Jr. and Mary Louise Welsh, his wife, Lessors, to Sinclair Prairie Oil Company, recorded in Book 25, Page 432, insofar and only insofar as said lease covered the following described land located in Stafford County, Kansas:

The Northeast Quarter (NE/4) of Section Sixteen (16), Township Twenty-three (23) South, Range Fourteen (14) West, Stafford County, Kansas.

(2) January 4, 1967 from Ward Beaver, Guardian and Conservator of Minnie B. Beaver, Lessor, to S.E. Shelton, Lessee, recorded in Book 66, Page 173, insofar as said lease covers the following describing land located in Stafford County, Kansas:

The Southeast Quarter (SE/4) of section Sixteen (16), Township Twenty-Three (23) South, Range Fourteen (14) West, Stafford County, Kansas.

(3) January 7, 1967 from George D. Walls, at al, Lessor, to S.E. Shelton, Lessee, recorded in Book 65, Page 381, insofar as said lease covers the following described land located in Stafford County, Kansas:

The Southwest Quarter (SW/4) of Section Fifteen (15), Township Twenty-three (23) South, Range Fourteen (14) West, Stafford County, Kansas.

Subject to overriding royalties of record. This assignment includes all personal property and rights incident and appurtenant thereto. Assignee agrees through the acceptance of this Assignment that he is accepting the property including the personal property thereon in its AS IS condition without warranty, either expressed or implied, including all the obligations to plug any wells should they be abandoned.

END OF EXHIBIT "B"