KOLAR Document ID: 1429882

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: | uea wur uns iorin. |
|--|---|
| 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 E W 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 feet from E / W Line of Section Haul-Off Workover Drilling |
| Past Operator's License No. | Contact Person: |
| Past Operator's Name & Address: | Phone: |
| rasi Operator s Name & Address. | |
| | 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 noted, approved and duly recorded in the records of the Kansas Corporation Commission records only and does not convey any ownership interest in the | Commission. This acknowledgment of transfer pertains to Kansas Corporation |
| 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 |

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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 Section (i.e. FSL = Feet from Section Sec | | 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 | | |
| | | FSL/FNL | FEL/FWL | | |
| | | FSL/FNL | FEL/FWL | | |
| | | FSL/FNL | FEL/FWL | | |
| | | | 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

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 | 3-1 (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: | 3 |
| 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: | the state of the s |
| City: | _ |
| | 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. |
| owner(s) of the land upon which the subject well is or will be | ce Act (House Bill 2032), I have provided the following to the surface be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form rem being filed is a Form C-1 or Form CB-1, the plat(s) required by this ex, 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 e owner(s). To mitigate the additional cost of the KCC performing this ress of the surface owner by filling out the top section of this form and he KCC, which is enclosed with this form. |
| If choosing the second option, submit payment of the \$30.00 handl form and the associated Form C-1, Form CB-1, Form T-1, or Form C | lling 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 correct | ct 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 (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., whose address is P.O. Box 209, 1119 South Main, Chase, Kansas 67524-0209, Mike D. Kelso, President (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 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 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. 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 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.

kelso oil

- 3. INDEMNITY. 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. NO WARRANTY. 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** 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. 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, 2018</u> (the "Effective Time").

ASSIGNOR:

LASSO ENERGY LLC

Name: Bruce D. Kelso Title: Managing Member

STATE OF KANSAS

§ §

COUNTY OF RICE

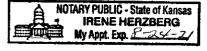
This instrument was acknowledged before me on this 3th day of December, 2018 by Bruce

D. Kelso, Managing Member, on behalf of Lasso Energy LLC.

otary Public

Commission Expires Aug 24, 2021

Commission No. <u>103 9417</u>



ASSIGNEE:

KELSO OIL AND GAS, INC.

Name: Mike D. Kelso

Title: President

STATE OF KANSAS

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COUNTY OF RICE

This instrument was acknowledged before me on this Like day of December, 2018 by Mike D.

Kelso, President, of Kelso Oil and Gas, Inc.

Notary Public

Commission Expires: Aug. 34, 2021

Commission No. 1039417

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

EXHIBIT "A"

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

| | | | | | | | ASSIGNED | ASSIGNED |
|------------------------------|-------------------|--------|-------------------------------------|----------|-------|---------|-------------|-------------|
| WELL NAME | API No. | STATE | STATE COUNTY TOWNSHIP RANGE SECTION | TOWNSHIP | RANGE | SECTION | M | NRI |
| KELLY DANIELLE 3119 #1-23H | 15-033-21637-0100 | KANSAS | KANSAS COMANCHE | 315 | 19W | 23 | 0.208333333 | 0.166666667 |
| KELLY DANIELLE 3119 #2-23 | 15-033-21721-0000 | KANSAS | KANSAS COMANCHE | 315 | 19W | 23 | 0.208333333 | 0.166666667 |
| ALBERTA MARIE 3119 #1-23 SWD | 15-033-21653-0000 | KANSAS | KANSAS COMANCHE | 315 | 19W | 23 | 0.161461333 | N/A |
| | | | | | | | | |

END OF EXHIBIT "A"

EXHIBIT "B"

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

February 16, 2011 DATED:

Darrol Wayne Miller and Pauline Miller, Co-Trustees of the The Pauline Miller Loving Trust Dated April 16, 1990 LESSOR:

SandRidge Exploration and Production, LLC ESSEE:

Section 15-31S-19W; W/2 of 23-31S-19W; plus additional lands DESCRIPTION:

BOOK:

PAGE:

June 14, 2011 RECORDING DATE:

February 16, 2011

Darrol Wayne Miller and Pauline Miller, Co-Trustees of the The Pauline Miller Loving Trust Dated April 16, 1990 DATED: LESSOR:

SandRidge Exploration and Production, LLC LESSEE:

Section 15-31S-19W; W/2 of 23-31S-19W; plus additional lands DESCRIPTION:

BOOK: PAGE:

June 14, 2011 RECORDING DATE:

DATED:

Michael F. Falleur and Dana G. Falleur, husband and wife March 2, 2011 LESSOR:

SandRidge Exploration and Production, LLC ESSEE:

E/2 of 23-31S-19W DESCRIPTION:

BOOK:

PAGE:

RECORDING DATE: June 14, 2011

Unitized and recorded in the office of the Register of Deeds of Comanche County, Kansas, insofar as said lease(s) covers the following property, to-wit:

ALL OF SECTIONS 15 AND 23 OF 31S-19W TOGETHER CONTAINING 1280 ACRES MORE OR LESS IN COMANCHE COUNTY, KANSAS. Known as the Kelly Danielle Unit Lease.