KOLAR Document ID: 1470125

# 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:	bmitted 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 feet from E / W Line	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
Post Operatoria License No.	Out at Barrie
Past Operator's License No.	
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 inject	tion authorization, surface pit permit # has beer
noted, approved and duly recorded in the records of the Kansas Corporat	tion 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 a	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 pi
Permit No.: Recommended action:	permitted by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC
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

<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.

KOLAR Document ID: 1470125

### 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) C	CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	
Address 1:	County:
Address 2:	
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: ( )	<u> </u>
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:	
the KCC with a plat showing the predicted locations of lease roads	Cathodic Protection Borehole Intent), you must supply the surface owners and so, tank batteries, pipelines, and electrical lines. The locations shown on the plat ered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
☐ I certify that, pursuant to the Kansas Surface Owner No owner(s) of the land upon which the subject well is or will CP-1 that I am filing in connection with this form; 2) if the form; and 3) my operator name, address, phone number,	
KCC will be required to send this information to the surfa	s). I acknowledge that, because I have not provided this information, the ace owner(s). To mitigate the additional cost of the KCC performing this ldress of the surface owner by filling out the top section of this form and to the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 hard form and the associated Form C-1, Form CB-1, Form T-1, or Form	ndling fee with this form. If the fee is not received with this form, the KSONA-1 m CP-1 will be returned.
I hereby certify that the statements made herein are true and corr	rect 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 SUMNER §

THAT, Lock Energy Partners LLC, a Delaware limited liability company, whose mailing address is 1567 Highlands Drive Northeast, Suite 110-175, Issaquah Washington 98029-6256 (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 LASSO HOLDING LLC, whose address is P.O. Box 465, 1125 South Main, Chase, Kansas 67524-0465, Bruce D. Kelso, Managing Member; KELSO OIL AND GAS, INC., whose address is P.O. Box 209, 1119 South Main, Chase, Kansas 67524-0209, Mike Kelso, President; CURTIS D. KELSO, whose address is P.O. Box 209, 1119 South Main, Chase, Kansas 67524-0209; LEWIS FAMILY RESOURCES, LTD, whose address is 1925 North Grand Avenue, Gainesville, Texas 76240, Gary Dale Lewis, President; and INTEGRITY CPAC OIL AND GAS, LLC, whose address is 424 Cocopa Drive, Texas 76240, Cliff Stover, Managing Member, (hereinafter referred to as "Assignees"), 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, ROW's and agreements 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, land, ROW's, easements, and agreements 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 in the working interest percentages set forth on Exhibit "A"; situated in Sumner 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 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. 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>July 1, 2019</u> (the "Effective Time").

ASSIGNOR:

# LOCK ENERGY PARTNERS LLC

By: Janua Batton

Name: Tanya Graham Title: Asset Manager

STATE OF KA	NSAS	
COUNTY OF _	Tohumon	

This instrument was acknowledged before me on this \_\_\_\_\_\_ day of August, 2019 by Tanya Graham, Asset Manager, on behalf of Lock Energy Partners LLC.

Notary Public

Commission Expires: 03/23/2022

Notary Public-State of Kansas My Appt. Expires 3/23/2022

Commission No. \_\_\_\_\_\_\_ 11 46 46 6

# EXHIBIT "A'

Attached to and made a part of that Assignment, Bill of Sale and Conveyance from LOCK ENERGY PARTNERS LLC as Assignor, to LASSO HOLDING LLC, as Assignee, dated effective as of the Effective Time.

WELL			2000			1962		
0	WELL NAME	NEW OPERATOR	STATE	COUNTY	LEGAL	API	ASSIGNED WI	ASSIGNED NRI
27084	NULIK 3404 1-29H	MIKE KELSO OIL, INC.	KANSAS	KANSAS SUMNER	29-T34S-R04W	15-191-22737-1000	0.20312800	0.165041490
27085	127085 NULIK 3404 2-29H	MIKE KELSO OIL, INC.	KANSAS	KANSAS SUMNER	29-T34S-R04W	15-191-22742-1000	0.20312800	0.165041490
27116	127116 WINDSOR SWD 3404 1-29	MIKE KELSO OIL, INC.	KANSAS	KANSAS SUMNER	29-T34S-R04W	15-191-22739-1000	0.20312800	0.20312800

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

WELL		The state of the s						
Q	WELL NAME	NEW OPERATOR	STATE	COUNTY	LEGAL	API	ASSIGNED WI	ASSIGNED NRI
127084	127084 NULIK 3404 1-29H	MIKE KELSO OIL, INC.	KANSAS	KANSAS SUMNER	29-T34S-R04W	15-191-22737-1000	0.20312800	0.165041490
127085	127085 NULIK 3404 2-29H	MIKE KELSO OIL, INC.	KANSAS	KANSAS SUMNER	29-T34S-R04W	15-191-22742-1000	0.20312800	0.165041490
27116	127116 WINDSOR SWD 3404 1-29	MIKE KEI SO OIL INC.	KANSAS	KANSAS SUMNER	29-T34S-R04W	15-191-22739-1000	0.20312800	0.20312800

Attached to and made a part of that Assignment, Bill of Sale and Conveyance from LOCK ENERGY PARTNERS LLC as Assignor, to CURTIS D. KELSO, as Assignee, dated effective as of the Effective

WELL	WELL NAME	NEW OPERATOR	STATE	COUNTY	LEGAL	API	ASSIGNED WI	ASSIGNED NRI
127084	NULIK 3404 1-29H	MIKE KELSO OIL, INC.	KANSAS	KANSAS SUMNER	29-T345-R04W	15-191-22737-1000	0.20312800	0.165041490
127085	127085 NULIK 3404 2-29H	MIKE KELSO OIL, INC.	KANSAS SUMNER	SUMNER	29-T34S-R04W	15-191-22742-1000	0.20312800	0.165041490
127116	127116 WINDSOR SWD 3404 1-29	MIKE KELSO OIL, INC.	KANSAS	KANSAS SUMNER	29-T34S-R04W	15-191-22739-1000	0.20312800	0.20312800

Attached to and made a part of that Assignment, Bill of Sale and Conveyance from LOCK ENERGY PARTNERS LLC as Assignor, to LEWIS FAMILY RESOURCES LTD, as Assignee, dated effective as of the Effective Time.

WELL							80.55	3
0	WELL NAME	NEW OPERATOR	STATE	COUNTY	LEGAL	API	ASSIGNED WI	ASSIGNED NRI
127084	NULIK 3404 1-29H	MIKE KELSO OIL, INC.	KANSAS	CANSAS SUMNER	29-T34S-R04W	15-191-22737-1000	0.12500000	0.101562490
127085 N	NULIK 3404 2-29H	MIKE KELSO OIL, INC.	KANSAS	CANSAS SUMINER	29-T34S-R04W	15-191-22742-1000	0.12500000	0.101562490
127116	127116 WINDSOR SWD 3404 1-29	MIKE KELSO OIL, INC.	KANSAS	KANSAS SUMNER	29-T34S-R04W	15-191-22739-1000	0.12500000	0.12500000

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

WELL	WELLNAME	NEW OPERATOR	STATE	COUNTY	LEGAL	API	ASSIGNED WI	ASSIGNED NRI
27084	NULIK 3404 1-29H	MIKE KELSO OIL, INC.	KANSAS	KANSAS SUMNER	29-T34S-R04W	15-191-22737-1000	0.12500000	0.101562490
127085	NULIK 3404 2-29H	MIKE KELSO OIL, INC.	KANSAS	KANSAS SUMNER	29-T34S-R04W	15-191-22742-1000	0.12500000	0.101562490
27116	127116 WINDSOR SWD 3404 1-29	MIKE KELSO OIL, INC.	KANSAS	CANSAS SUMNER	29-T34S-R04W	15-191-22739-1000	0.12500000	0.12500000

END OF EXHIBIT "A"

EXHIBIT "B"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance from LOCK ENERGY PARTNERS LLC as Assignor, to LASSO HOLDING LLC, KELSO OIL AND GAS, INC., CURTIS D. KELSO, LEWIS FAMILY RESOURCES LTD, AND INTEGRITY CPAC OIL AND GAS, LLC, as Assignees, dated effective as of the Effective Time.

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901*KS001536-000	PAUL FRANCIS FARMS, LLC, ACTING THROUGH PHIL A CONRADY, MANAGER	VITRUVIAN EXPLORATION, LLC	4/2/2011	0834	0302	S	SUMNER	034S-004W-029	T34S-R4W: SEC 29: E/2 SW/4, W/2 SE/4
901*KS003073-000	R.W KOLARIK, A SINGLE MAN	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/29/2010	816/ 916	9700	RS	SUMNER	034S-004W-029	T345-R04W: SEC 29: W/2 SW/4
901*KS003436-000	DEAN E. BRUEY AND JANICE A. BRUEY, HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	11/23/2010	820 / 929	0008	KS	SUMNER	034S-004W-029	T34S-R04W: SEC 29: NW/4
901*KS003437-000	DEAN E. BRUEY AND JANICE A. BRUEY, HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	11/23/2010	820 / 929	012/	KS	SUMNER	0345-004W-029	T34S-R04W: SEC 29: SE/4 SE/4
901*KS003635-000	NULIK FARM PARTNERSHIP	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	12/6/2010	821/ 901/ 901/ 901/ 901/ 901/	184/ 179/ 129/ 136/ 132/ 131/ 121/	Σ.	SUMNER	034S-004W-029	T345-R04W: SEC 29: W/2 NE/4
901*KS003635-000	NULIK FARM PARTNERSHIP	AND PRODUCTION, LLC	12/6/2010	821/ 901/ 901/ 901/ 901/ 901/	184/ 179/ 129/ 136/ 132/ 131/ 131/	S	SUMNER	034S-004W-029	T34S-R04W: SEC 29: SE/4 NE/4

T34S-R04W: SEC 29: NE/4 SE/4	T34S-R04W: SEC 29: NE/4 NE/4
034S-004W-029	034S-004W-029
SUMNER	SUMNER
S	S
184/ 179/ 129/ 136/ 132/ 131/ 131/	128 / 049
821/ 901/ 901/ 901/ 901/ 901/	932 /
12/6/2010	1/16/2014
SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC
901*KS003635-000 NULIK FARM PARTNERSHIP	MARTIN L BAKER AND DONNA J BAKER HUSBAND AND WIFE
901*KS003635-000	901*KS014577-000

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	SECTION LEGAL
901*KS014787-000 ROW)	DEAN AND JANICE BRUEY, HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	5/31/2014	0938	0030	KS	SUMNER	034S-004W-029

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	SECTION LEGAL
901*KS014822-000 (ROW)	DEAN AND JANICE BRUEY, HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	5/31/2014	943	486	KS	SUMNER	034S-004W-029
Unrecorded	ATLAS PIPELINE MID-CONTINENT WESTOK, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	12/27/2012				SUMINER	INSOFAR AND ONLY INSOFAR AS THE AGREEMENT COVERS WELLS LISTED ON EXHIBIT A
Unrecorded agreement	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	REPSOL E&P USA INC.	1/5/2012				SUMNER	INSOFAR AND ONLY INSOFAR AS THE AGREEMENT COVERS WELLS LISTED ON EXHIBIT A

# END OF EXHIBIT "B"

SECTION LEGAL 034S-004W-029

COUNTY

STATE

**PAGE** 569

BOOK 934

4/4/2014

LESSEE
SANDRIDGE EXPLORATION AND PRODUCTION, LLC

LESSOR NULIK FARMS, A PARTNERSHIP

LEASE NO 901\*KS014575-000 (LAND)