

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 _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1
July 2014
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**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, DEED AND CONVEYANCE

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

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 **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 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.
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.

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. 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. **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 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 **July 1, 2019** (the "Effective Time").

Signature Page Follows

EXHIBIT "A"

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

WELL ID	WELL NAME	NEW OPERATOR	STATE	COUNTY	LEGAL	API	ASSIGNED WI	ASSIGNED NRI
126330	DIANA SWD 3305 1-36	MIKE KELSO OIL, INC.	KANSAS	HARPER	36-33S-5W	15077219880000	0.20312800	0.20312800
126759	EVAN B SWD 3405 1-11	MIKE KELSO OIL, INC.	KANSAS	HARPER	11-34S-5W	15077220160000	0.20312800	0.20312800
126027	JOSEPH 3405 1-1H	MIKE KELSO OIL, INC.	KANSAS	HARPER	36-33S-5W	15077219761000	0.25000000	0.195406745
127256	JOSEPH 3405 2-1H	MIKE KELSO OIL, INC.	KANSAS	HARPER	36-33S-5W	15077220601000	0.25000000	0.195406745
125959	SUZANNE 1-34	MIKE KELSO OIL, INC.	KANSAS	HARPER	34-33S-6W	15077216180000	0.25000000	0.19687500
125960	SUZANNE 2-34	MIKE KELSO OIL, INC.	KANSAS	HARPER	34-33S-6W	15077216300000	0.25000000	0.19687500
126074	SUZANNE 3306 3-34H	MIKE KELSO OIL, INC.	KANSAS	HARPER	34-33S-6W	15077220241000	0.25000000	0.19687500
126478	WILSON 3405 1-11H	MIKE KELSO OIL, INC.	KANSAS	HARPER	11-34S-5W	15077220181000	0.25000000	0.19880746

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.

WELL ID	WELL NAME	NEW OPERATOR	STATE	COUNTY	LEGAL	API	ASSIGNED WI	ASSIGNED NRI
126330	DIANA SWD 3305 1-36	MIKE KELSO OIL, INC.	KANSAS	HARPER	36-33S-5W	15077219880000	0.20312800	0.20312800
126759	EVAN B SWD 3405 1-11	MIKE KELSO OIL, INC.	KANSAS	HARPER	11-34S-5W	15077220160000	0.20312800	0.20312800
126027	JOSEPH 3405 1-1H	MIKE KELSO OIL, INC.	KANSAS	HARPER	36-33S-5W	15077219761000	0.25000000	0.195406745
127256	JOSEPH 3405 2-1H	MIKE KELSO OIL, INC.	KANSAS	HARPER	36-33S-5W	15077220601000	0.25000000	0.195406745
125959	SUZANNE 1-34	MIKE KELSO OIL, INC.	KANSAS	HARPER	34-33S-6W	15077216180000	0.25000000	0.19687500
125960	SUZANNE 2-34	MIKE KELSO OIL, INC.	KANSAS	HARPER	34-33S-6W	15077216300000	0.25000000	0.19687500
126074	SUZANNE 3306 3-34H	MIKE KELSO OIL, INC.	KANSAS	HARPER	34-33S-6W	15077220241000	0.25000000	0.19687500
126478	WILSON 3405 1-11H	MIKE KELSO OIL, INC.	KANSAS	HARPER	11-34S-5W	15077220181000	0.25000000	0.19880746

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

WELL ID	WELL NAME	NEW OPERATOR	STATE	COUNTY	LEGAL	API	ASSIGNED WI	ASSIGNED NRI
126330	DIANA SWD 3305 1-36	MIKE KELSO OIL, INC.	KANSAS	HARPER	36-33S-5W	15077219880000	0.20312800	0.20312800
126759	EVAN B SWD 3405 1-11	MIKE KELSO OIL, INC.	KANSAS	HARPER	11-34S-5W	15077220160000	0.20312800	0.20312800
126027	JOSEPH 3405 1-1H	MIKE KELSO OIL, INC.	KANSAS	HARPER	36-33S-5W	15077219761000	0.25000000	0.195406745
127256	JOSEPH 3405 2-1H	MIKE KELSO OIL, INC.	KANSAS	HARPER	36-33S-5W	15077220601000	0.25000000	0.195406745
125959	SUZANNE 1-34	MIKE KELSO OIL, INC.	KANSAS	HARPER	34-33S-6W	15077216180000	0.25000000	0.19687500
125960	SUZANNE 2-34	MIKE KELSO OIL, INC.	KANSAS	HARPER	34-33S-6W	15077216300000	0.25000000	0.19687500
126074	SUZANNE 3306 3-34H	MIKE KELSO OIL, INC.	KANSAS	HARPER	34-33S-6W	15077220241000	0.25000000	0.19687500
126478	WILSON 3405 1-11H	MIKE KELSO OIL, INC.	KANSAS	HARPER	11-34S-5W	15077220181000	0.25000000	0.19880746

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

WELL ID	WELL NAME	NEW OPERATOR	STATE	COUNTY	LEGAL	API	ASSIGNED WI	ASSIGNED NRI
126330	DIANA SWD 3305 1-36	MIKE KELSO OIL, INC.	KANSAS	HARPER	36-33S-5W	15077219880000	0.12500000	0.12500000
126759	EVAN B SWD 3405 1-11	MIKE KELSO OIL, INC.	KANSAS	HARPER	11-34S-5W	15077220160000	0.12500000	0.12500000
126027	JOSEPH 3405 1-1H	MIKE KELSO OIL, INC.	KANSAS	HARPER	36-33S-5W	15077219761000	0.12500000	0.0977033725
127256	JOSEPH 3405 2-1H	MIKE KELSO OIL, INC.	KANSAS	HARPER	36-33S-5W	15077220601000	0.12500000	0.0977033725
125959	SUZANNE 1-34	MIKE KELSO OIL, INC.	KANSAS	HARPER	34-33S-6W	15077216180000	0.12500000	0.09843750
125960	SUZANNE 2-34	MIKE KELSO OIL, INC.	KANSAS	HARPER	34-33S-6W	15077216300000	0.12500000	0.09843750
126074	SUZANNE 3306 3-34H	MIKE KELSO OIL, INC.	KANSAS	HARPER	34-33S-6W	15077220241000	0.12500000	0.09843750
126478	WILSON 3405 1-11H	MIKE KELSO OIL, INC.	KANSAS	HARPER	11-34S-5W	15077220181000	0.12500000	0.09940373

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

WELL ID	WELL NAME	NEW OPERATOR	STATE	COUNTY	LEGAL	API	ASSIGNED WI	ASSIGNED NRI
126330	DIANA SWD 3305 1-36	MIKE KELSO OIL, INC.	KANSAS	HARPER	36-33S-5W	15077219880000	0.12500000	0.12500000
126759	EVAN B SWD 3405 1-11	MIKE KELSO OIL, INC.	KANSAS	HARPER	11-34S-5W	15077220160000	0.12500000	0.12500000
126027	JOSEPH 3405 1-1H	MIKE KELSO OIL, INC.	KANSAS	HARPER	36-33S-5W	15077219761000	0.12500000	0.0977033725
127256	JOSEPH 3405 2-1H	MIKE KELSO OIL, INC.	KANSAS	HARPER	36-33S-5W	15077220601000	0.12500000	0.0977033725
125959	SUZANNE 1-34	MIKE KELSO OIL, INC.	KANSAS	HARPER	34-33S-6W	15077216180000	0.12500000	0.09843750
125960	SUZANNE 2-34	MIKE KELSO OIL, INC.	KANSAS	HARPER	34-33S-6W	15077216300000	0.12500000	0.09843750
126074	SUZANNE 3306 3-34H	MIKE KELSO OIL, INC.	KANSAS	HARPER	34-33S-6W	15077220241000	0.12500000	0.09843750
126478	WILSON 3405 1-11H	MIKE KELSO OIL, INC.	KANSAS	HARPER	11-34S-5W	15077220181000	0.12500000	0.09940373

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 in the assigned working interest percentages set forth in EXHIBIT "A", dated effective as of the Effective Time.

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901*KS007877-000	LARRY NETAHLA AND CONNIE SUE NETAHLA, H/W	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/24/2011	692	1744	KS	HARPER	033S-005W-036	T33S-R5W: SEC 36: E/2
901*KS008437-000	JANET CURTIS AND JON CURTIS, W/H	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/24/2011	G93	418	KS	HARPER	033S-005W-036	T33S-R5W: SEC 36: E/2
901*KS001552-000	DUANE W PULLIAM AND BARBARA JEAN PULLIAM, HIS WIFE	STELBAR OIL CORPORATION, INC	3/2/1975	77 / G94	525 / 1246	KS	HARPER	033S-006W-034	T33S-R6W: SEC 34: NE/4
901*KS002385-000	SUZANNE P CLARK AND CURT R CLARK, HER HUSBAND	GSX INC	10/11/2007	G89 / G94	1501 /	KS	HARPER	033S-006W-034	T33S-R6W: SEC 34: SE/4
901*KS002393-000	LANA K HALLING AND JOSEPH A HALLING, HW	GSX INC	5/1/2005	G88 / G94	918 / 1186	KS	HARPER	034S-005W-001	T34S-R5W: SEC 1: NE/4
901*KS002394-000	ALEX L MISAK AND JANENE MISAK, HW	GSX INC	5/1/2005	88 / G94	917 / 1188	KS	HARPER	034S-005W-001	T34S-R5W: SEC 1: NE/4
901*KS002395-000	EDITH L MISAK A/K/A EDITH MISAK, A WIDOW	GSX INC	8/28/2007	G89 / G91 / G94	1337 / 625 / 1187	KS	HARPER	034S-005W-001	T34S-R5W: SEC 1: SE/4 LESS AND EXCEPT A TRACT BEGINNING AT THE SE/CORNER OF THE SE/4; THENCE NORTHERLY ALONG THE EAST SECTION LINE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 SEC 00 MINS EAST A DISTANCE OF 725' TO A POINT; THENCE WESTERLY ON A BEARING OF SOUTH 89 DEG 09 MINS 58 SEC WEST A DISTANCE OF 410' TO A POINT; THENCE SOUTHERLY ON A BEARING OF SOUTH 00 DEG 00 MINS 00 SECS WEST A DISTANCE OF 725' TO A POINT ON THE SOUTH LINE OF SAID SECTION ON A BEARING OF NORTH 89 DEG 09 MIN 58 SEC EAST A DISTANCE OF 410' TO THE POINT OF BEGINNING.

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901*KS002397-000	PHYLLIS L GERBERDING, A WIDOW	GSX INC	10/31/2006	G89	528	KS	HARPER	034S-005W-001	T34S-R5W: SEC 1: SW/4
901*KS003237-000	GERALD H. CLAYTON, A SINGLE MAN	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	10/19/2010	G91 / G94	913 / 1278	KS	HARPER	034S-005W-001	T34S-R5W: SEC 1: A TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SE/C SE/4; THENCE NORTH 725', THENCE WEST 410'; THENCE SOUTH 725'; THENCE EAST 410' TO THE POINT OF BEGINNING
901*KS007462-000	LARRY NETAHLA AND CONNIE NETAHLA, H AND W, JT	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/23/2011	G92	1508	KS	HARPER	034S-005W-001	T34S-R5W: SEC 1: LOTS 3 AND 4 AND THE S/2 NW/4, A/D/A NW/4
901*KS005430-000	BENJEAN M BROWNING, A WIDOW	CONTINENTAL LAND RESOURCES, LLC	4/16/2011	G92	64	KS	HARPER	034S-005W-002	T34S-R05W: SEC 2: S/2NW/4
901*KS005430-000	BENJEAN M BROWNING, A WIDOW	CONTINENTAL LAND RESOURCES, LLC	4/16/2011	G92	64	KS	HARPER	034S-005W-002	T34S-R05W: SEC 2: WEST 60 RODS OF THE S/2NE/4
901*KS005803-000	PHYLLIS GERBERDING, A WIDOW	CONTINENTAL LAND RESOURCES, LLC	4/14/2011	G91	1987	KS	HARPER	034S-005W-002	T34S-R05W: SEC 02: LOTS 3 & 4
901*KS005803-000	PHYLLIS GERBERDING, A WIDOW	CONTINENTAL LAND RESOURCES, LLC	4/14/2011	G91	1987	KS	HARPER	034S-005W-002	T34S-R05W: SEC 02: THE WEST 60 RODS OF LOT 2
901*KS006627-000	ROBERT L WORTHINGTON AND BEVERLY K WORTHINGTON, HWJT	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/23/2011	G92	1008	KS	HARPER	034S-005W-002	T34S-R05W: SEC 02: COMMENCING AT THE SW CORNER OF THE SE/4 RUNNING THENCE N TO THE NW CORNER OF SAID QUARTER SEC, THENCE E ALONG THE N LINE OF SAID QUARTER SEC 58 RODS, THENCE S TO A POINT ON THE S LINE OF SAID QUARTER SEC 58 RODS E TO THE POINT OF BEGINNING, THENCE W TO THE POB CONTAINING 57.5 ACRES MOL
901*KS014215-000	CHARLES G CLARK AND GARALDINE B CLARK, HUSBAND AND WIFE	CHESAPEAKE EXPLORATION LLC	2/23/2011	g91	1684	KS	HARPER	034S-005W-002	T34S-R5W: SEC 2: EAST 100 RODS OF NE/4, EAST 100 RODS OF THE SE/4 L/E A TRACT A/D/A BEG. 56 RODS WEST OF THE SE/C OF THE SE/4, THENCE WEST 176', THENCE NORTH 160', THENCE WEST 88', THENCE NORTH 170', THENCE EAST 264', THENCE SOUTH 330', TO THE POB, L/E A TRACT A/D/A BEG. 1100' WEST OF THE SE/C OF THE SE/4, THENCE NORTH 160', THENCE WEST 88', THENCE SOUTH 160', THENCE EAST 88', TO THE POB

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901*KS014216-000	BLACK DOG ENTERPRISES LL	CHESAPEAKE EXPLORATION LLC	2/23/2011	G91	1685	KS	HARPER	034S-005W-002	T34S-R5W: SEC 2: EAST 100 RODS OF NE/4, EAST 100 RODS OF THE SE/4 L/E A TRACT A/D/A BEG. 56 RODS WEST OF THE SE/C OF THE SE/4, THENCE WEST 176', THENCE NORTH 160', THENCE WEST 88', THENCE NORTH 170', THENCE EAST 264', THENCE SOUTH 330', TO THE POB, L/E A TRACT A/D/A BEG. 1100' WEST OF THE SE/C OF THE SE/4, THENCE NORTH 160', THENCE WEST 88', THENCE SOUTH 160', THENCE EAST 88', TO THE POB
901*KS014217-000	ORINOCO REVOCABLE TRUST	CHESAPEAKE EXPLORATION LLC	1/3/2011	G92	82	KS	HARPER	034S-005W-002	T34S-R5W: SEC 2: EAST 100 RODS OF NE/4, EAST 100 RODS OF THE SE/4 L/E A TRACT A/D/A BEG. 56 RODS WEST OF THE SE/C OF THE SE/4, THENCE WEST 176', THENCE NORTH 160', THENCE WEST 88', THENCE NORTH 170', THENCE EAST 264', THENCE SOUTH 330', TO THE POB, L/E A TRACT A/D/A BEG. 1100' WEST OF THE SE/C OF THE SE/4, THENCE NORTH 160', THENCE WEST 88', THENCE SOUTH 160', THENCE EAST 88', TO THE POB
901*KS002396-000	RAYMOND JELINEK A/K/A RAYMOND W JELINEK AND LYDIA E JELINEK, HW	GSX INC	10/31/2006	G89	529	KS	HARPER	034S-005W-011	T34S-R5W: SEC 11: NE/4
901*KS014218-000	ANDREW M JELINEK AND MICHELLE KELINEK, LIFE ESTATE	CHESAPEAKE EXPLORATION LLC	10/20/2011	G92	1620	KS	HARPER	034S-005W-011	T34S-R5W: SEC 11: SE/4

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901*KS014172-000 (ROW)	ALEX L. MISAK AND JANENE MISAK, HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	6/11/2014	G95	645	KS	HARPER	0345-005W-001
901*KS014173-000 (ROW)	LANA K. HALLING AND JOSEPH A. HALLING, WIFE AND HUSBAND	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	6/12/2014	G95	646	KS	HARPER	0345-005W-001
901*KS014556-000 (ROW)	LANA K. HALLING AND JOSEPH A. HALLING, WIFE AND HUSBAND	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	4/2/2014	G95	173	KS	HARPER	0345-005W-001
901*KS014588-000 (ROW)	ALEX L. MISAK AND JANENE MISAK, HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	4/5/2014	G95	174	KS	HARPER	0345-005W-001
Unrecorded agreement	ATLAS PIPELINE MID-CONTINENT WESTOK, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	12/27/2012				HARPER	INSOFAR AND ONLY INSOFAR AS THE AGREEMENT COVERS WELLS LISTED ON EXHIBIT B
Unrecorded agreement	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	REPSOL E&P USA INC.	1/5/2012				HARPER	INSOFAR AND ONLY INSOFAR AS THE AGREEMENT COVERS WELLS LISTED ON EXHIBIT B

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	SECTION LEGAL
901*KS012844-000 (LAND)	LARRY E. NETAHLA AND CONNIE SUE NETAHLA, HUSBAND AND WIFE, AND JANET NETAHLA CURTIS AND JON R. CURTIS, HUSBAND AND WIFE, LIFE ESTATE; GABRIEL C. CURTIS AND SHELLEY CURTIS, HUSBAND AND WIFE, REMAINDERMAN AND KAYLA T. CURTIS, JON R. CURTIS & JANET A. CURTIS AS TRUSTEES OF THE KAYLA T. CURTIS TRUST, DATED AUGUST 8, 2013 REMAINDERMAN	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	12/21/2013	D105 / D106 / G95	1802 / 94 / 653	KS	HARPER	033S-005W-036
901*KS012845-000 (LAND)	LARRY E. NETAHLA AND CONNIE SUE NETAHLA, HUSBAND AND WIFE, AND JANET NETAHLA CURTIS AND JON R. CURTIS, HUSBAND AND WIFE, LIFE ESTATE; GABRIEL C. CURTIS AND SHELLEY CURTIS, HUSBAND AND WIFE, REMAINDERMAN AND KAYLA T. CURTIS, JON R. CURTIS & JANET A. CURTIS AS TRUSTEES OF THE KAYLA T. CURTIS TRUST, DATED AUGUST 8, 2013 REMAINDERMAN	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	12/21/2013	D105 / D106 / G95	1802 / 94 / 653	KS	HARPER	033S-005W-036

END OF EXHIBIT "B"