

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: _____

Title: _____

Signature: _____

Oil / Gas Purchaser: _____

Date: _____

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 _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	Circle FEL/FWL		
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____

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.

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

Form Must Be Typed

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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: _____

BOOK 1049 PAGE 0386



State of Kansas, Sumner County SS:
Filed for record on the 29th Day of
August, 2019, A.D. at 8:00
o'clock P.M. and recorded in phot.
Book 1049 at page 386
fees \$100.00

Jessica D. Anderson
Jessica D. Anderson

INDEXED
DIRECT
INDIRECT
PHOTO
COMPARED WITH
COPY

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS §
 §
COUNTY OF SUMNER §

KNOW ALL MEN BY THESE PRESENTS

THAT, **LASSO ENERGY LLC**, a Kansas limited liability company, whose mailing address is P.O. Box 465, 1125 South Main, Chase, Kansas 67524-0465, Bruce D. Kelso, Managing Member (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. 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

BOOK 1049 PAGE 0386

BOOK 1049 PAGE 0387

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 affected 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

BOOK 1049 PAGE 0387

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 NAME	STATE	COUNTY	LEGAL	API	ASSIGNED WI
*DEL 3-34-1 SWD #1	KANSAS	SUMNER	03-T34S-R04W SW SE SE NE	15-191-22625-0000	0.25000000
RITTER 3404 #1-22 SWD	KANSAS	SUMNER	22-T34S-R04W	15-191-22722-0000	0.25000000
BOBEK 3404 #1-22H	KANSAS	SUMNER	22-T34S-R04W	15-191-22724-1000	0.25000000

*Wellbore only assignment.

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 NAME	STATE	COUNTY	LEGAL	API	ASSIGNED WI
*DEL 3-34-1 SWD #1	KANSAS	SUMNER	03-T34S-R04W SW SE SE NE	15-191-22625-0000	0.25000000
RITTER 3404 #1-22 SWD	KANSAS	SUMNER	22-T34S-R04W	15-191-22722-0000	0.25000000
BOBEK 3404 #1-22H	KANSAS	SUMNER	22-T34S-R04W	15-191-22724-1000	0.25000000

*Wellbore only assignment.

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 NAME	STATE	COUNTY	LEGAL	API	ASSIGNED WI
*DEL 3-34-1 SWD #1	KANSAS	SUMNER	03-T34S-R04W SW SE SE NE	15-191-22625-0000	0.25000000
RITTER 3404 #1-22 SWD	KANSAS	SUMNER	22-T34S-R04W	15-191-22722-0000	0.25000000
BOBEK 3404 #1-22H	KANSAS	SUMNER	22-T34S-R04W	15-191-22724-1000	0.25000000

*Wellbore only assignment.

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.

**Wellbore only assignment.*

WELL NAME	STATE	COUNTY	LEGAL	API	ASSIGNED WI
*DEL 3-34-1 SWD #1	KANSAS	SUMNER	03-T34S-R04W SW SE NE	15-191-22625-0000	0.12500000
RITTER 3404 #1-22 SWD	KANSAS	SUMNER	22-T34S-R04W	15-191-22722-0000	0.12500000
BOBEK 3404 #1-22H	KANSAS	SUMNER	22-T34S-R04W	15-191-22724-1000	0.12500000

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.

**Wellbore only assignment.*

WELL NAME	STATE	COUNTY	LEGAL	API	ASSIGNED WI
*DEL 3-34-1 SWD #1	KANSAS	SUMNER	03-T34S-R04W SW SE NE	15-191-22625-0000	0.12500000
RITTER 3404 #1-22 SWD	KANSAS	SUMNER	22-T34S-R04W	15-191-22722-0000	0.12500000
BOBEK 3404 #1-22H	KANSAS	SUMNER	22-T34S-R04W	15-191-22724-1000	0.12500000

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 LASSO HOLDING LLC, KELSO OIL AND GAS, INC., CURTIS D. KELSO, LEWIS FAMILY RESOURCES, LTD, AND INTEGRITY CPAC OIL AND GAS, LLC, as Assignees it proportionate W1 share as assigned in Exhibit A above, dated effective as of the Effective Time.

SALTWATER DISPOSAL AGREEMENT:

Grantor **Delbert L. Roseanne Schmidt** Grantee **Chesapeake Operating, Inc.** Date **07/06/07** Legal **NE/4 of 03-T34S-R04W** Co, St **Sumner, Kansas** Blk/pg **unrecorded SW/D agreement**

BOBEK 3404 LEASES:

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901*KS013457-000	BERNARD J. GOEVERT TRUSTEE OF THE BERNARD J. GOEVERT REV TRUST 12/16/2003 AND LORENE F. GOEVERT TRUSTEE OF THE LORENE F. GOEVERT REV TRUST 12/16/2003	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	3/11/2014	934	562	KS	SUMNER	034S-004W-022	T34S-R4W: SEC 22: NW/4 CONTAINING 155.6 AC, M/L
901*KS003033-000	EDWARD J. AND ANN C. SHELDON, AS CO-TRUSTEES OF THE SHELDON FAMILY TRUST	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/30/2010	815 / 916	587 / 573	KS	SUMNER	034S-004W-021	T34S-R04W: SEC 21: NE/4
901*KS014649-000	GALEN D LOWE AND KAREN K LOWE HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	4/8/2014	931	581	KS	SUMNER	034S-004W-021	T34S-R04W: SEC 21: SE/4
901*KS014650-000	GARY M LOWE AN UNMARRIED MAN	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	4/8/2014	931	583	KS	SUMNER	034S-004W-021	T34S-R04W: SEC 21: SE/4
901*KS014651-000	RODNEY L LOWE AND ADONNA LOWE HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	4/8/2014	931	585	KS	SUMNER	034S-004W-021	T34S-R04W: SEC 21: SE/4
901*KS003150-000	DAVID R ARCHER AND RUTH K ARCHER, TRUSTEES OF THE ARCHER TRUST, DATED JULY 26, 2006	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/28/2010	820 / 916	0005 / 574	KS	SUMNER	034S-004W-022	T34S-R04W: SEC 22: N/2 SW/4
901*KS006863-000	FRANK BOBEK AND MARTHA BOBEK HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/28/2010	815 / 857	221 / 668	KS	SUMNER	034S-004W-022	T34S-R4W: SEC 22: S/2 SW/4

END OF EXHIBIT "B"

ASSIGNOR: LASSO ENERGY LLC

By: Bruce D. Kelso

Name: Bruce D. Kelso
Title: Managing Member

STATE OF KANSAS §
 §
COUNTY OF RICE §

This instrument was acknowledged before me on this 21st day of August, 2019 by Bruce D. Kelso, Managing Member, on behalf of Lasso Energy LLC.

Irene Herzberg
Notary Public

Commission Expires: 

Commission No. 1039417