KOLAR Document ID: 1490607

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

REQUEST FOR CHAI	
TRANSFER OF INJECTION Form KSONA-1, Certification of Compliance with	
Check Applicable Boxes: MUST be submitte	
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:	R E W Legal Description of Lease:
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:
	Date:
Title:	Signature:
New Operator's License No.	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
	Date:
Title:	
Acknowledgment of Transfer: The above request for transfer of injection at noted, approved and duly recorded in the records of the Kansas Corporation C	
Commission records only and does not convey any ownership interest in the at	
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 PI	

Side Two

Must Be Filed For All Wells

* Lease Name: _			* 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		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL			

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.

Side Two

Must Be Filed For All Wells

* Lease Name: _			* 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		
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		FSL/FNL			

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		<i>Circle</i> FSL/FNL	<i>Circle</i> FEL/FWL		
		FSL/FNL	FEL/FWL		
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		FSL/FNL	FEL/FWL		
		FSL/FNL			

A separate sheet may be attached if necessary

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KOLAR Document ID: 1490607

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: Zip: Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of 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 NESS	§	

THAT, LASSO HOLDING LLC, whose address is P.O. Box 465, 1125 South Main, Chase, Kansas 67524-0465, Alisha 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 KELSO OIL AND GAS, INC, whose address is P.O. Box 209, Chase, Kansas 67524-0209, Mike D. Kelso, President; and CURTIS D. KELSO whose address is 467, Chase, Kansas 67524-0467 (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", Exhibit "B-1", and Exhibit "B-2" 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 Ness 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. 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. <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.

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. <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>February 1, 2020</u> (the "Effective Time").

Signature Page Follows

ASSIGNOR:

LASSO HOLDING LLC

By:

Name: Bruce D. Kelso Title: Managing Member

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STATE OF KANSAS

COUNTY OF RICE

This instrument was acknowledged before me on this $20^{\frac{1}{2}}$ day of January, 2020 by Bruce D. Kelso, Managing Member, on behalf of Lasso Holding LLC.

e Serghurg Notary Public

Y PUBLIC - State of Kansas
RENE HEAZBERG
Appl. Exp. 08-24-2021

Commission Expires:

Commission No. 1039417

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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

Well Name	Corp ID	API	County	भ	Surf Loc	Assigned GWI	Assigned NRI
KRUG 1725 1-34H	126164	15135256720000 NESS	VESS	KS S	KS 34-17S-25W	0.100000	0.080000
KRUG 1725 1-35H	125050	15135255280000 NESS	VESS	KS E	KS 35-17S-25W	0.100000	0.0800000
KRUG 1725 2-34H	126848	15135257550000 NESS	VESS	KS S	KS 34-17S-25W	0.100000	0.0800000
SUTTON 1825 1-10H 126850	126850	15135257570000 NESS	VESS	KS 1	KS 10-18S-25W	0.1000000	0.0800000
SUTTON 1825 1-3H 121811	121811	15135254360000 NESS	VESS	KS E	KS 3-18S-25W	0.100000	0.0800000
SUTTON 1825 3-3H	126237	15135256950000 NESS	VESS	KS S	KS 3-18S-25W	0.100000	0.0800000
SARAH SWD 1-9	121443	15135254220000	00 NESS	KS [5	KS 9-18S-25W	0.100000	0.050000

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

Well Name	Corp ID	API	County	ST 5	ST Surf Loc	Assigned GWI	Assigned NRI
KRUG 1725 1-34H	126164	15135256720000 NESS	NESS	KS 34-	KS 34-17S-25W	0.100000	0.080000
KRUG 1725 1-35H	125050	15135255280000 NESS	NESS	KS 35-	KS 35-17S-25W	0.100000	0.080000
KRUG 1725 2-34H	126848	15135257550000 NESS	NESS	KS 34-	KS 34-17S-25W	0.100000	0.0800000
SUTTON 1825 1-10H 126850	126850	15135257570000 NESS	NESS	KS 10-	KS 10-18S-25W	0.100000	0.080000
SUTTON 1825 1-3H 121811	121811	15135254360000 NESS	NESS	KS 3-1	KS 3-18S-25W	0.100000	0.080000
SUTTON 1825 3-3H	126237	15135256950000 NESS	NESS	KS 3-1	KS 3-18S-25W	0.100000	0.080000
SARAH SWD 1-9	121443	15135254220000 NESS	NESS	KS 9-1	KS 9-18S-25W	0.100000	0.050000

END OF EXHIBIT "A"

Attached to and made a part of that Assignment, Bill of Sale, Conveyance and Deed from LASSO HOLDING LLC as Assignor, to KELSO OIL AND GAS, INC., and CURTIS D. KELSO, as Assignees in the assigned working interest percentages set forth in EXHIBIT "A", dated effective as of the Effective Time.

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IEGAI DESC	0175-025W-034 T17S-R25W: SEC 34: SE/4	T17S-R25W: SEC 34: SE/4	T17S-R25W: SEC 34: SE/4	017S-025W-035 T17S-R25W: SEC 35: SW/4	T175-R25W: SEC 35: NE/4	T17S-R25W: SEC 35: SE/4	T17S-R25W: SEC 35: SE/4	T17S-R25W: SEC 35: SW/4	T17S-R25W: SEC 35: NE/4	T175-R25W: SEC 35: SW/4	T17S-R25W: SEC 35: NE/4	T17S-R25W: SEC 35: SW/4	T175-R25W: SEC 35: NE/4	T17S-R25W: SEC 35: SW/4	T17S-R25W: SEC 35: NE/4	T185-R25W: SEC 2: SE/4	018S-025W-002 T18S-R25W: SEC 2: NE/4
LEGAL	017S-025W-034	0175-025W-034	0175-025W-034	017S-025W-035	0175-025W-035	017S-025W-035	017S-025W-035	0175-025W-035	017S-025W-035	017S-025W-035	017S-025W-035	0175-025W-035	0175-025W-035	017S-025W-035	017S-025W-035	018S-025W-002	018S-025W-002
COUNTY	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS
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PAGE		736	643 / 683 / 10 / 11	346	346	341	336	618	618	626	626	622	622	614	614	503	
BOOK	350 / 361 7 / 660	348 7	353 / 355 6 / 356 / / 356	353	353	353 3.	353 3.	349 6.	349 6	349 6.	349 6.	349 6	349 6.	349 6	349 6.	351 5	350/361 7/660
LEASE DATE		1/13/2012	5/2/2012	3/20/2012	3/20/2012		3/30/2012	10/12/2011	10/12/2011	10/12/2011	10/12/2011	10/12/2011	10/12/2011	10/12/2011	10/12/2011	1/9/2012	1/13/2012
LESSEE	3LUE BARON ENERGY, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	PARAMOUNT LAND, INC	PARAMOUNT LAND, INC	PARAMOUNT LAND, INC	PARAMOUNT LAND, INC	BLUE BARON ENERGY, LLC	BLUE BARON ENERGY, LLC	BLUE BARON ENERGY, LLC	BLUE BARON ENERGY, LLC	BLUE BARON ENERGY, LLC	BLUE BARON ENERGY, LLC	BLUE BARON ENERGY, LLC	BLUE BARON ENERGY, LLC	BLUE BARON ENERGY, LLC	BLUE BARON ENERGY, LLC
LESSOR	THE RICHARDS FAMILY PARTNERSHIP LIMITED BLUE BARON ENERGY, LLC	WARREN J SUTTON AND PAMELA S SUTTON, S H/W THE SUTTON LIVING TRUST, DATED JANUARY 15, 2004	un, mark morrison, kyle a morrison aka marla 's aka marla phillips ieideman	THE SALVATION ARMY, BY DAVID SMITH, VICE PARAMOUNT LAND, INC PRESIDENT OF FARMERS NATIONAL COMPANY, AGENT	THE SALVATION ARMY, BY DAVID SMITH, VICE PARAMOUNT LAND, INC PRESIDENT OF FARMERS NATIONAL COMPANY, AGENT	TTER TRUST DTD 7/26/00	THE ROSS A POTTER TRUST DTD 7/26/00	MARLAN P KRUG, A SINGLE PERSON		JERAL L. KRUG AND WANDA M. KRUG, B HUSBAND AND WIFE	JERAL L. KRUG AND WANDA M. KRUG, B HUSBAND AND WIFE	GARY R. HACKEROTT AND SHIRLEY M. HACKEROTT, TRUSTEES OF THE HACKEROTT FAMILY TRUST DATED OCTOBER 16, 2001	GARY R. HACKEROTT AND SHIRLEY M. HACKEROTT, TRUSTEES OF THE HACKEROTT FAMILY TRUST DATED OCTOBER 16, 2001	DARREL L. AND MARILYN K. KRUG	DARREL L. AND MARILYN K. KRUG	THE METHODIST CHURCH OF NESS CITY, B KANSAS, GARY GANTZ, CHAIRMAN	THE RICHARDS FAMILY PARTNERSHIP LIMITED BLUE BARON ENERGY, LLC
LEASE NO	000	001*KS010587-000 V	901*KS010975-000	901*KS001646-000 7 F	901*KS001646-000 T	901*KS001647-000 1	901*KS001648-000 7	901*KS007558-000	901*KS007558-000	1 000-222-000 1	901*KS007559-000	901*KS007563-000 G	901*KS007563-000 6	901*KS008349-000	901*KS008349-000	901*KS010083-000 7	901*KS010576-000

Page 1 of 5

Attached to and made a part of that Assignment, Bill of Sale, Conveyance and Deed from LASSO HOLDING LLC as Assignor, to KELSO OIL AND GAS, INC., and CURTIS D. KELSO, as Assignees in the assigned working interest percentages set forth in EXHIBIT "A", dated effective as of the Effective Time.

				-		, ,				. – –
LEGAL DESC	T18S-R25W: SEC 2: NE/4	T18S-R25W: SEC 2: SW/4	T18S-R25W: SEC 2: NE/4	T18S-R25W: SEC 3: SE/4	T18S-R25W: SEC 3: W/2	T18S-R25W: SEC 3: W/2	T18S-R25W: SEC 3: SE/4	T185-R25W: SEC 3: SE/4	T18S-R25W: SEC 3: W/2	T18S-R25W: SEC 9: NE/4 AND E/2 SE/4
LEGAL	018S-025W-002	018S-025W-002	018S-025W-002	018S-025W-003	018S-025W-003	018S-025W-003	018S-025W-003	0185-025W-003	0185-025W-003	018S-025W-009
COUNTY	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS
SIAIE	KS	KS	S	KS	ks	KS	ks	KS	SY	ks
PAGE	736 k	756 k	643 / 683 k	7/660 *	7 / 660 k	1	749 k	643 / 683 k	643/683 k /10/11	7/660 k
BUUK	348	352	353 / 355 / 356 / 356	350/361	350/361	349	348	353 / 355 / 356 / 356	353 / 355 / 356 / 356	350/361
LEASE UALE	1/13/2012	12/28/2011	5/2/2012	1/13/2012	1/13/2012	1/13/2012	1/13/2012	5/2/2012	5/2/2012	1/13/2012
TESSEE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	BLUE BARON ENERGY, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	BLUE BARON ENERGY, LLC	BLUE BARON ENERGY, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	BLUE BARON ENERGY, LLC
LESSOR	WARREN J SUTTON AND PAMELA S SUTTON, H/W THE SUTTON LIVING TRUST, DATED JANUARY 15, 2004	MICHAEL H HAAS AND MARGERY M HAAS, HUSBAND AND WIFE	KIMBERLY FOUNTAIN, MARK MORRISON, KYLE SANDRIDGE EXPLORATION AND MORRISON, MARLA MORRISON AKA MARLA PRODUCTION, LLC MORRISON PHILLIPS AKA MARLA PHILLIPS AND STEVEN C SCHEIDEMAN	THE RICHARDS FAMILY PARTNERSHIP LIMITED BLUE BARON ENERGY, LLC	THE RICHARDS FAMILY PARTNERSHIP LIMITED BLUE BARON ENERGY, LLC	CLYDE E SUTTON AND TERRY L SUTTON H/W THE CLYDE E SUTTON AND TERRY L. SUTTON REVOCABLE LIVING TRUST, DATED 11/12/2009	ROBERT W WALKER AND MELINDA WALKER	KIMBERLY FOUNTAIN, MARK MORRISON, KYLE SANDRIDGE EXPLORATION AND MORRISON, MARLA MORRISON AKA MARLA PRODUCTION, LLC MORRISON PHILLIPS AKA MARLA PHILLIPS AND STEVEN C SCHEIDEMAN	KIMBERLY FOUNTAIN, MARK MORRISON, KYLE SANDRIDGE EXPLORATION AND MORRISON, MARLA MORRISON AKA MARLA PRODUCTION, LLC MORRISON PHILLIPS AKA MARLA PHILLIPS AND STEVEN C SCHEIDEMAN	THE RICHARDS FAMILY PARTNERSHIP LIMITED BLUE BARON ENERGY, LLC
LEASE NO	901*KS010587-000	901*KS010785-000	901*KS010975-000	901*KS010576-000	901*KS010576-000	901*KS010577-000	901*KS010679-000	901*KS010975-000	901*KS010975-000	901*KS010576-000

Attached to and made a part of that Assignment, Bill of Sale, Conveyance and Deed from LaSSO HOLDING LLC as Assignor, to KELSO OIL AND GAS, INC., and CURTIS D. KELSO, as Assignees in the assigned working interest percentages set forth in EXHIBIT "A", dated effective as of the Effective Time.

LEGAL LEGAL DESC 018S-025W-009 T18S-R25W: SEC 9: NE/4 AND E/2 SE/4	018S-025W-009 T18S-R25W: SEC 9: W/2 SE/4	018S-025W-009 T18S-R25W: SEC 9: NE/4 AND E/2 SE/4	018S-025W-009 T18SR-25W: SEC 09: N/2 NW/4	018S-025W-009 T18S-R25W: SEC 09: SW/4	018S-025W-009 T18S-R25W: SEC 9: W/2 SE/4	018S-025W-009 T18S-R25W: SEC 9: S/2 NW/4	018S-025W-009 T18S-R25W: SEC 9: S/2 NW/4	018S-025W-009 T18S-R25W: SEC 9: S/2 NW/4	018S-025W-009 T18S-R25W: SEC 9: S/2 NW/4	018S-025W-009 T18S-R25W: SEC 9: S/2 NW/4	018S-025W-009 T18S-R25W: SEC 9: S/2 NW/4	018S-025W-009 T18S-R25W: SEC 9: S/2 NW/4	018S-025W-009 T18S-R25W: SEC 9: S/2 NW/4
COUNTY NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS
STATE KS	KS	Ş	S	ST .	S S	S	KS KS	KS	ks	KS	KS	KS	KS
PAGE .	92 / 424	643 / 683 / 10 / 11	58/427/ 424/423 /94/93	58 / 427 / 424 / 423 / 94 / 93	58 / 427 / 424 / 423 / 94 / 93	67	263	316	701	247	245	703	249
B00K 349 1	354/354 9	353/355 6 /356/// 356	349/354 5 /354/ 4 354/355 / /355	349/354 5 /354/355/ /355/	349/354 5 /354/355/ /355/	333 6	333 2	364 3	333 7	333 2	333 2	333 7	333 2
LEASE DATE 1/13/2012	5/24/2012	5/2/2012	1/4/2012	1/4/2012	1/4/2012	5/18/2010	5/17/2010	5/17/2010	5/18/2010	5/17/2010	5/18/2010	5/18/2010	5/18/2010
SANDRIDGE EXPLORATION AND PRODUCTION, LLC	BLUE BARON ENERGY, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	BLUE BARON ENERGY, LLC	BLUE BARON ENERGY, LLC	BLUE BARON ENERGY, LLC	PALOMINO PETROLEUM INC	PALOMINO PETROLEUM INC	PALOMINO PETROLEUM INC	PALOMINO PETROLEUM INC	PALOMINO PETROLEUM INC	PALOMINO PETROLEUM INC	PALOMINO PETROLEUM INC	PALOMINO PETROLEUM INC
CLYDE E SUTTON AND TERRY L SUTTON H/W THE CLYDE E SUTTON AND TERRY L SUTTON REVOCABLE LIVING TRUST, DATED 11/12/2009	WADE VOGEL AND SHAUNDA VOGEL	KIMBERLY FOUNTAIN, MARK MORRISON, KYLE SANDRIDGE EXPLORATION AND MORRISON, MARLA MORRISON AKA MARLA PRODUCTION, LLC MORRISON PHILLIPS AKA MARLA PHILLIPS AND STEVEN C SCHEIDEMAN	BLAINE R. VOGEL AND CINDY L. VOGEL, TRUSTEES OF B. AND C. VOGEL REVOCABLE TRUST, DATED APRIL 28, 2006 REMAINDERMAN-CAROLYN J. VOGEL AND DICK VOGEL	BLAINE R. VOGEL AND CINDY L. VOGEL, TRUSTEES OF B. AND C. VOGEL REVOCABLE TRUST, DATED APRIL 28, 2006 REMAINDERMAN-CAROLYN J. VOGEL AND DICK VOGEL	BLAINE R. VOGEL AND CINDY L. VOGEL, TRUSTEES OF B. AND C. VOGEL REVOCABLE TRUST, DATED APRIL 28, 2006 REMAINDERMAN-CAROLYN J. VOGEL AND DICK VOGEL	DAVID A BISAGNO, TRUSTEE OF THE NORMA K BISAGNO FAMILY TRUST	LORRAINE RYAN, A WIDOW	NICOLE L RYAN	SALLY BUSTER AND DUKE, HER HUSBAND	GREG BUSTER AND BEVERLY, HIS WIFE	LARRY BUSTER AND DONNA, HIS WIFE	SALLY BUSTER, TRUSTEE OF THE DONALD L BUSTER IRREVOCABLE TRUST	*KS013527-000 CRYSTAL RYAN, A SINGLE PERSON
901*KS010577-000		901*KS010975-000	901*KS011671-000	901*KS011671-000	901*KS011671-000	901*KS013512-000	*KS013516-000	*KS013517-000	*KS013519-000	901*KS013520-000	*KS013521-000	*KS013522~000	901*KS013527-000

Page 3 of 5

Attached to and made a part of that Assignment, Bill of Sale, Conveyance and Deed from LASSO HOLDING LLC as Assignor, to KELSO OIL AND GAS, INC., and CURTIS D. KELSO, as Assignees

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

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LEGAL DESC T18S-R25W: SEC 9: S/2 NW/4	T18S-R2SW: SEC 10: W/2	T18S-R25W: SEC 10: E/2	018S-025W-010 T18S-R25W: SEC 10: W/2	T18S-R25W: SEC 10: E/2	T18S-R25W: SEC 10: W/2	T18S-R25W: SEC 10: E/2	T18S-R25W: SEC 11: NW/4	T18S-R25W: SEC 11: S/2	T18S-R25W: SEC 11: NW/4	T18S-R25W: SEC 11: S/2
LEGAL 018S-025W-009	018S-025W-010	0185-025W-010	018S-025W-010	018S-025W-010	0185-025W-010	018S-025W-010	018S-025W-011	018S-025W-011	018S-025W-011	018S-025W-011
COUNTY	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS
state Ks	KS	KS	S S	\$	S	\$	KS	S	8X	St -
PAGE 493	7 / 660	7 / 660		736	643 / 683 / 10 / 11	643 / 683 / 10 / 11	7 / 660	7 / 660	736	736
BOOK 333	350 / 361	350/361	349	348	353 / 355 / 356 / 356	353 / 355 / 356 / 356	350 / 361	350/361	348	348
LEASE DATE 5/18/2010	1/13/2012	1/13/2012	1/13/2012	1/13/2012	5/2/2012	5/2/2012	1/13/2012	1/13/2012	1/13/2012	1/13/2012
LESSEE PALOMINO PETROLEUM INC	BLUE BARON ENERGY, LLC	BLUE BARON ENERGY, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	E SANDRIDGE EXPLORATION AND PRODUCTION, LLC	E SANDRIDGE EXPLORATION AND PRODUCTION, LLC	BLUE BARON ENERGY, LLC	BLUE BARON ENERGY, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC
LESSOR CATHIE JO SHAPIRO AKA CATHIE RYAN SHAPIRO AND MARTIN, HER HUSBAND	THE RICHARDS FAMILY PARTNERSHIP LIMITED BLUE BARON ENERGY, LLC	THE RICHARDS FAMILY PARTNERSHIP LIMITED BLUE BARON ENERGY, LLC	CLYDE E SUTTON AND TERRY L SUTTON H/W THE CLYDE E SUTTON AND TERRY L. SUTTON REVOCABLE LIVING TRUST, DATED 11/12/2009	WARREN J SUTTON AND PAMELA S SUTTON, H/W THE SUTTON LIVING TRUST, DATED JANUARY 15, 2004	IN, MARK MORRISON, KYLE A MORRISON AKA MARLA IS AKA MARLA PHILLIPS IEIDEMAN	KIMBERLY FOUNTAIN, MARK MORRISON, KYLE SANDRIDGE EXPLORATION AND MORRISON, MARLA MORRISON AKA MARLA PRODUCTION, LLC MORRISON PHILLIPS AKA MARLA PHILLIPS AND STEVEN C SCHEIDEMAN	THE RICHARDS FAMILY PARTNERSHIP LIMITED BLUE BARON ENERGY, LLC	THE RICHARDS FAMILY PARTNERSHIP LIMITED BLUE BARON ENERGY, LLC	WARREN J SUTTON AND PAMELA S SUTTON, H/W THE SUTTON LIVING TRUST, DATED JANUARY 15, 2004	WARREN J SUTTON AND PAMELA S SUTTON, H/W THE SUTTON LIVING TRUST, DATED JANUARY 15, 2004
LEASE NO 901*KS013528-000	901*KS010576-000	901*KS010576-000	901*KS010577-000	901*KS010587-000	000-57601097 100	901*KS010975-000	901*KS010576-000	901*KS010576-000	901*KS010587-000	901*KS010587-000

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

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LEGAL DESC T18S-R25W: SEC 11: NW/4	018S-025W-011 T18S-R25W: SEC 11: S/2	T18S-R25W: SEC 12: NW/4	018S-025W-012 T18S-R25W: SEC 12: NE/4	T18S-R25W: SEC 12: NW/4	T185-R25W: SEC 12: NW/4	T18S-R25W: SEC 14: N/2	T18S-R25W: SEC 14: N/2	T18S-R25W: SEC 14: N/2
1EGAL 018S-025W-011	018S-025W-011	018S-025W-012	018S-025W-012	018S-025W-012	018S-025W-012	018S-025W-014	018S-025W-014	0185-025W-014
L COUNTY NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS
STATE	S S	S	Ş	SX S	SX	KS	SX	S S
800K PAGE 353 / 355 643 / 683 / 356 / / 10 / 11 356	643 / 683 / 10 / 11		736	736	749	7/660	736	643 / 683 / 10 / 11
353/355 /356/ 356	353/355 /356/ 356	349	348	348	348	350 / 361	348	353 / 355 / 356 / 356
5/2/2012	5/2/2012	1/13/2012	1/13/2012	1/13/2012	1/13/2012	1/13/2012	1/13/2012	5/2/2012
E SANDRIDGE EXPLORATION AND PRODUCTION, LLC	E SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	BLUE BARON ENERGY, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	E SANDRIDGE EXPLORATION AND PRODUCTION, LLC
KIMBERLY FOUNTAIN, MARK MORRISON, KYLE SANDRIDGE EXPLORATION AND MORRISON, MARLA MORRISON AKA MARLA PRODUCTION, LLC MORRISON PHILLIPS AKA MARLA PHILLIPS AND STEVEN C SCHEIDEMAN	KIMBERLY FOUNTAIN, MARK MORRISON, KYLE SANDRIDGE EXPLORATION AND MORRISON, MARLA MORRISON AKA MARLA PRODUCTION, LLC MORRISON PHILLIPS AKA MARLA PHILLIPS AND STEVEN C SCHEIDEMAN	CLYDE E SUTTON AND TERRY L SUTTON H/W THE CLYDE E SUTTON AND TERRY L. SUTTON REVOCABLE LIVING TRUST, DATED 11/12/2009	WARREN J SUTTON AND PAMELA S SUTTON, H/W THE SUTTON LIVING TRUST, DATED JANUARY 15, 2004	WARREN J SUTTON AND PAMELA S SUTTON, H/W THE SUTTON LIVING TRUST, DATED JANUARY 15, 2004	ROBERT W WALKER AND MELINDA WALKER	THE RICHARDS FAMILY PARTNERSHIP LIMITED BLUE BARON ENERGY, LLC	WARREN J SUTTON AND PAMELA S SUTTON, H/W THE SUTTON LIVING TRUST, DATED JANUARY 15, 2004	KIMBERLY FOUNTAIN, MARK MORRISON, KYLE SANDRIDGE EXPLORATION AND MORRISON, MARLA MORRISON AKA MARLA PRODUCTION, LLC MORRISON PHILLIPS AKA MARLA PHILLIPS AND STEVEN C SCHEIDEMAN
901*KS010975-000	901*KS010975-000	901*KS010577-000	901*KS010587-000	901*KS010587-000	901*KS010679-000	901*KS010576-000	901*KS010587-000	901*KS010975-000

Page 5 of 5

Attached to and made a part of that Assignment, Bill of Sale, Conveyance and Deed from LASSO HOLDING LLC as Assignor, to KELSO OIL AND GAS, INC., and CURTIS D. KELSO, as Assignees in the assigneed working interest percentages set forth in EXHIBIT "A", dated effective as of the Effective Time.

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LEGAL DESC	017S-025W-034 T17S-R25W: SEC 34: SE/4	T17S-R25W: SEC 34: SE/4	T175-R25W: SEC 34: SE/4	T17S-R25W: SEC 34: SE/4	T17S-R25W: SEC 35: SW/4	T175-R25W: SEC 35: SW/4	T175-R25W: SEC 35: SW/4	0185-025W-002 T185-R25W: SEC 2: NW/4
LEGAL	017S-025W-034	017S-025W-034	017S-025W-034	017S-025W-034	0175-025W-035	0175-025W-035	0175-025W-035	0185-025W-002
COUNTY	NESS	NESS	NESS	NESS	NESS	NESS	NESS	NESS
STATE	KS	KS	S	KS	S	হ	ST ST	\$
PAGE	562	452	711	666	84	667	667	678
BOOK	370	370	379	362	363	362	362	362
LEASE DATE	11/5/2013	4/7/2014	6/30/2015	3/8/2013	3/28/2013	3/4/2013	3/4/2013	3/14/2013
LESSEE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC
LESSOR	WARREN AND PAMELA SUTTON, TRUSTEES UNDER THE SUTTON LIVING TRUST DATED JANUARY 15, 2004	WARREN AND PAMELA SUTTON, TRUSTEE'S UNDER THE SUTTON LIVING TRUST DATED JANUARY 15, 2004	AELA SUTTON, TRUSTEE'S IN LIVING TRUST DATED	UST, DATED 1/15/2004, V AND/OR PAMELA S. 5	TRUST, GARY R. AND OTT, TRUSTEES, AND ND JERAL L. AND WANDA IEL L. AND MARILYN K.	ROTT FAMILY TRUST, GARY R. ROTT AND SHIRLEY M. HACKEROTT, EES, MARLON P. KRUG AND JERAL L. JANDA M. KRUG AND DARREL L. AND VN K KRUG	TT AND SHIRLEY M. TEES OF THE HACKETOTT RION P. KRUG, WIDOWER, DA M. KRUG, H AND W D MARILYN K. KRUG, H/W	FITZGERALD FAMILY TRUST #1, JOEL D. AND ANN FITZGERLD, TRUSTEES
LEASE NO	901*KS012867-000	901*KS014576-000	901*KS014924-000	905*KS012444-000	901*KS012436-000	905*KS012438-000	905*KS012439-000	901*KS012445-000

Attached to and made a part of that Assignment, Bill of Sale, Conveyance and Deed from LASSO HOLDING LLC as Assignor, to KELSO OIL AND GAS, INC., and CURTIS D. KELSO, 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*KS011737-000	THE CLUDE E. SUTTON AND TERRY L. SUTTON SANDRIDGE EXPLORATION AND REVOCABLE LIVING TRUST, DATED 11/12/2009	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	10/1/2012	366	18	SY	NESS	0185-025W-003	T18S-R25W: SEC 3: W/2
KS012445-000	901*KS012445-000 FITZGERALD FAMILY TRUST #1, JOEL D. AND ANN FITZGERLD, TRUSTEES	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	3/14/2013	362	678	KS	NESS	018S-025W-003	T18S-R2SW: SEC 3: NE/4
901*KS012446-000		SANDRIDGE EXPLORATION AND PRODUCTION, LLC	3/8/2013	362	672	KS	NESS	018S-025W-003	T18S-R25W: SEC 3: W/2
901*KS012868-000	JOEL D. FITZGERALD AND ANN FITZGERALD, TRUSTEES OF THE FITZGERALD FAMILY TRUST NO 1, DATED JUNE 7, 1995	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	11/12/2013	370	566	S S	NESS	018S-025W-003	T18S-R25W: SEC 3: NE/4
901*KS012876-000	CLYDE E. SUTTON AND TERRY L. SUTTON, CO- TRUSTEES OF THE CLYDE E. SUTTON AND TERRY L. SUTTON REVOCABLE LIVING TRUST DATED NOVEMBER 12, 2009	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	11/6/2013	370	570	S	NESS	018S-025W-003	T18S-R25W: SEC 3: W/2
KS014614-000	901*KS014614-000 CLYDE E. SUTTON AND TERRY L. SUTTON, CO- SANDRIDGE EXPLORATION AND TRUSTEES OF THE CLYDE E. SUTTON AND PRODUCTION, LLC TERRY L. SUTTON REVOCABLE LIVING TRUST DATED NOVEMBER 12, 2009	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	4/15/2014	370	456	S	NESS	018S-025W-003	T18S-R25W: SEC 3: W/2
901*KS011737-000	THE CLUDE E. SUTTON AND TERRY L. SUTTON SANDRIDGE EXPLORATION AND REVOCABLE LIVING TRUST, DATED 11/12/2009	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	10/1/2012	366	18	ম ম	NESS	018S-025W-009	T18S-R25W: SEC 9: NE/4 AND E/2 SE/4

EXHIBIT "B-1"- RIGHTS OF WAY

Attached to and made a part of that Assignment, Bill of Sale, Conveyance and Deed from LASSO HOLDING LLC as Assignor, to KELSO OIL AND GAS, INC., and CURTIS D. KELSO, as Assignees in the assigned working interest percentages set forth in EXHIBIT "A", dated effective as of the Effective Time.

LEGAL DESC	0185-025W-009 T185-R25W: SEC 9: W/2 5E/4	018S-025W-010 T18S-R25W: SEC 10: W/2	T185-R25W: SEC 10: W/2	018S-025W-010 T18S-R25W: SEC 10: W/2
LEGAL	018S-025W-009	018S-025W-010	018S-025W-010	018S-025W-010
COUNTY	NESS	NESS	NESS	NESS
STATE	KS	S	KS	<u>ম</u>
PAGE	18	18	672	456
BOOK	366	366	362	370
LEASE DATE	10/1/2012	10/1/2012	3/8/2013	4/15/2014
LESSEE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SANDRIDGE EXPLORATION AND PRODUCTION, LLC
LESSOR	901*KS011737-000 THE CLUDE E. SUTTON AND TERRY L. SUTTON SANDRIDGE EXPLORATION AND REVOCABLE LIVING TRUST, DATED PRODUCTION, LLC 11/12/2009	901*KS011737-000 THE CLUDE E. SUTTON AND TERRY L. SUTTON SANDRIDGE EXPLORATION AND REVOCABLE LIVING TRUST, DATED 11/12/2009	901*KS012446-000 THE CLYDE E. SUTTON AND TERRY L. SUTTON SANDRIDGE EXPLORATION AND REVOCABLE LIVING TRUST, DATED 11/20/2009, CLYDE E. SUTTON AND TERRY L. SUTTON, TRUSTEES	901*KS014614-000 CLYDE E. SUTTON AND TERRY L. SUTTON, CO- SANDRIDGE EXPLORATION AND TRUSTEES OF THE CLYDE E. SUTTON AND TERRY L. SUTTON REVOCABLE LIVING TRUST DATED NOVEMBER 12, 2009
LEASE NO	901*KS011737-000	901*KS011737-000	901*KS012446-000	901*KS014614-000

EXHIBIT "B-1" - Rights of Way

Exhibit "B-2" LANDS

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., and CURTIS D. KELSO, as Assignees, dated effective as of the Effective Time.

END OF EXHIBIT "B-2"