KOLAR Document ID: 1485295

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form T-1
April 2019
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:	1					
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	SecTwpRE					
feet from E / W Line	Legal Description of Lease:					
Enhanced Recovery Project Permit No.:	County:					
Entire Project: Yes No						
Number of Injection Wells**	Production Zone(s):					
Field Name:	Injection Zone(s):					
** Side Two Must Be Completed.	injection zone(s).					
Surface Pit Permit No.:	feet from N / S Line of Section					
(API No. if Drill Pit, WO or Haul)	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:					
	Date:					
Title:	Signature:					
New Operator's License No	Contact Person:					
New Operator's Name & Address:	Phone:					
	Oil / Gas Purchaser:					
New Operator's Email:	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 0	Commission. This acknowledgment of transfer pertains to Kansas Corporation					
Commission records only and does not convey any ownership interest in the a	above injection well(s) or pit permit.					
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:					
Date: Authorized Signature	Authorized Signature					
DISTRICT	PROPULATION					
DISTRICT EPR I	PRODUCTION UIC					

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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)	
		<i>Circle:</i> FSL/FNL	Circle: 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			
		FSL/FNL	FEL/FWL			
			FEL/FWL _			
		FSL/FNL	FEL/FWL _			
		FSL/FNL	FEL/FWL _			

A separate sheet may be attached if necessary.

^{*} When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

KOLAR Document ID: 1485295

Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-	-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)			
OPERATOR: License #				
Name:				
Address 1:				
Address 2: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of			
Contact Person:				
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 toy records of the county traceurer			
City: State: Zip:+	_			
the KCC with a plat showing the predicted locations of lease roads, to	thodic Protection Borehole Intent), you must supply the surface owners and ank batteries, pipelines, and electrical lines. The locations shown on the plat d 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 Notice owner(s) of the land upon which the subject well is or will be	e Act (House Bill 2032), I have provided the following to the surface e located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form m being filed is a Form C-1 or Form CB-1, the plat(s) required by this c, and email address.			
KCC will be required to send this information to the surface	I acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this ess of the surface owner by filling out the top section of this form and he KCC, which is enclosed with this form.			
If choosing the second option, submit payment of the \$30.00 handli form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ing fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.			
I hereby certify that the statements made herein are true and correct	t to the best of my knowledge and belief.			
Date: Signature of Operator or Agent:	Title:			

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

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

THAT, LASSO HOLDING LLC, a Kansas limited liability company, whose address is 1119 South Main, Chase, Kansas 67524-0000, Bruce D. Kelso, Managing Member, KELSO OIL AND GAS, INC., a Kansas corporation, whose address is P.O. Box 467, Chase, Kansas 67524-0467, Mike D. Kelso, President, CURTIS D. KELSO, an individual, whose address is P.O. Box 209, Chase, Kansas 67524-0209 (hereinafter referred to as "Assignors") for and in consideration of the sum of One Hundred Dollars (\$100.00) cash and other good and valuable consideration to Assignors in hand paid by STRATAKAN EXPLORATION, LLC, a Kansas limited liability company, whose address is 100 South Main Street, Plainville, Kansas 67663, Justin Prater, Managing Member (hereinafter referred to as "Assignee"), the receipt and sufficiency of all consideration being hereby acknowledged, has GRANTED, TRANSFERRED, ASSIGNED, and CONVEYED and does hereby GRANT, TRANSFER, ASSIGN, and CONVEY unto Assignee, subject to the terms and provisions hereinafter stated, all of its right title and interest in and to: (i) the well listed on the attached Exhibit "A" including, but not limited to, the casing and tubing therein and all downhole and wellhead equipment, and all surface equipment (hereinafter referred to as the "Wells") and all surface land deeds existing as of the Effective Time (hereinafter defined); (ii) all of Assignor's right, title and interest in and to all oil and gas leases listed on Exhibit "B" insofar as the same cover the wells listed on Exhibit "A" (the "Leases") and (iii) all oil, gas, well gas, casinghead gas, condensate, and all components of any of them (hereinafter referred to as "Hydrocarbons") produced therefrom on or after the Effective Time; situated in Comanche County, Kansas (collectively the Wells, Leases Hydrocarbons and Surface Interests referred to herein as the "Properties") as of the Effective Time.

TO HAVE AND TO HOLD the Properties, subject to the following terms and conditions:

- 1. <u>Existing Agreements.</u> This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained in all of the assignments or other instruments or agreements of record that are disclosed and provided by Assignors to Assignee prior to the Effective Time and pertain to the Properties and all contractually binding arrangements of record or disclosed by Assignors 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 Assignors 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. <u>INDEMNITY.</u> ASSIGNEE SHALL FULLY PROTECT, INDEMNIFY AND DEFEND ASSIGNORS, 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. ASSIGNORS MAKE 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. ASSIGNORS 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. ASSIGNORS 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.
- 8. <u>Counterparts.</u> This Assignment may be executed in counterparts. Each counterpart will be deemed an original, and all counterparts taken together will constitute one and the same binding original. For the purposes of recording, the signature and acknowledgement pages of the various counterparts may be combined.

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>May 1, 2021</u> (the "Effective Time").

ASSIGNORS:

LASSO HOLDING LLC

Name: Bruce D. Kelso Title: Managing Member

STATE OF KANSAS

§ §

COUNTY OF RICE

§

This instrument was acknowledged before me on this 3nd day of May, 2021 by Bruce D. Kelso, Managing Member on behalf of said limited liability company.

Notary Public

Commission Expires: 08-24-2021

Commission No. <u>103/4/7</u>

NOTARY PUBLIC - State of Kansas IRENE HERZBERG My Appt. Exp. 2-24-24 **ASSIGNORS:**

KELSO OIL AND GAS, INC.

Name: Mike D. Kelso
Title: President

STATE OF KANSAS

§

COUNTY OF RICE

§

This instrument was acknowledged before me on this 10th day of May, 2021 by Mike D. Kelso, President on behalf of said corporation.

Notary Public

Commission Expires: August 24, 2021

Commission No. 103 14/7

NOTARY PUBLIC - State of Kansas
IRENE HERZBERG
My Appt. Exp. P 34 24

ASSIGNORS:

CURTIS D. KELSO

By: Luts
Name: Curtis D. Kelso
Title: Individual

STATE OF KANSAS

§ §

COUNTY OF RICE

§

This instrument was acknowledged before me on this __//_d day of May, 2021 by Curtis D. Kelso, an individual.

Notary Public

Commission Expires: August 24 2021

Commission No. 103/4/7

NOTARY PUBLIC - State of Kansas
IRENE HERZBERG
My Appt. Exp. 8-24-24

ASSIGNEE:

STRATAKAN EXPLORATION, LLC

By:_

Name: Justin Prater Title: Managing Member

STATE OF KANSAS

COUNTY OF Rice

This instrument was acknowledged before me on this // day of May, 2021 by Justin Prater,

Managing Member, on behalf of said limited liability company.

Notary Public

Commission Expires Longust 24, 2021

Commission No. 103 1417

NOTARY PUBLIC - State of Kansas
IRENE HERZBERG
My Appt. Exp. 8-24-2

EXHIBIT "A"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance from Lasso Holding LLC, and Kelso Oil and Gas, Inc., and Curtis D. Kelso as Assignors, to Stratakan Exploration, LLC, as Assignee, dated effective as of the Effective Time.

WELL NAME	API	SEC	TWN	RNG
Hackney A #1-17	15-033-20542-0000	17	34S	19W
Comanche County Kansas				

END OF EXHIBIT "A"

☑ 0008/0008

EXHIBIT "B"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance from Lasso Holding LLC, and Kelso Oil and Gas, Inc., and Curtis D. Kelso as Assignors, to Stratakan Exploration, LLC, as Assignee, dated effective as of the Effective Time.

Lease Number:

901*KS013468-000

Lessor:

Bernice L. Hackney /AKA/ Bernice Hackney, a single person

Lessee:

Don G. Calvin

Lease Date:

07/19/1977

Book:

43 / 129

Page:

65 / 1060

State: County: Kansas Comanche

Legal:

017-T034S-R019W

Legal Description:

Entire All Section

END OF EXHIBIT "B"