

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:

- 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: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

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 _____

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		
_____	_____	_____ 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	_____	_____
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_____	_____	_____ 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	_____	_____

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

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	<i>Circle:</i> 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

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: _____

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 AND CONVEYANCE

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

THAT, **LASSO HOLDING LLC**, a Kansas limited liability company, whose mailing address is P.O. Box 465, 1125 South Main Street, Chase, Kansas 67524-0465, Bruce D. Kelso, Managing Member; **KELSO OIL AND GAS, INC.**, a Kansas corporation, whose mailing address is P.O. Box 467, 1119 South Main Street, Chase, Kansas 67524-0467, Mike D. Kelso, President; **CURTIS D. KELSO**, an individual, whose mailing address is P.O. Box 209, Chase, Kansas 67524-0209, **LEWIS FAMILY RESOURCES, LTD**, whose address is P.O. Box 995, Gainesville, Texas 76241, Gary Dale Lewis, President; and **INTEGRITY CPAC OIL AND GAS, LLC**, whose address is 424 Cocopa Drive, Gainesville, Texas 76240, Cliff Stover, Managing Member, **JOHN D. MCCARROLL & JEANNE B. MCCARROLL REVOCABLE LIVING TRUST, DATED APRIL 25, 1995**, a Texas trust, whose address is 1440 FM 2931, Suite A, Aubrey, Texas 76227, John D. McCarroll and Jeanne B. McCarroll, Co-Trustees; (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. 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 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. **INDEMNITY.** 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.

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. 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. **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.

8. **Counterparts.** 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 May 1, 2021 (the "Effective Time").

Signature Pages Follows

ASSIGNORS: LASSO HOLDING LLC

By: [Signature]

Name: Bruce D. Kelso
Title: Managing Member

STATE OF KANSAS §
 §
COUNTY OF RICE §

This instrument was acknowledged before me on this 16th day of May, 2021 by Bruce D. Kelso, Managing Member on behalf of said limited liability company.

[Signature]
Notary Public

Commission Expires: 08-24-2021



Commission No. 1031417

ASSIGNORS: **KELSO OIL AND GAS, INC.**

By: *Mike D. Kelso*

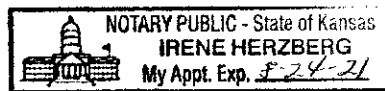
Name: Mike D. Kelso
Title: President

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.

Irene Herzberg
Notary Public

Commission Expires: August 24, 2021



Commission No. 1031417

ASSIGNORS: **CURTIS D. KELSO**

By: *Curtis D. Kelso*

Name: Curtis D. Kelso
Title: Individual

STATE OF KANSAS §
 §
COUNTY OF RICE §

This instrument was acknowledged before me on this 11th day of May, 2021 by Curtis D. Kelso, an Individual.

Irene Herzberg
Notary Public

Commission Expires: August 24, 2021



Commission No. 1031417

ASSIGNORS: INTEGRITY CPAC OIL AND GAS, LLC

By: [Signature]

Name: Cliff Stover
Title: Managing Member

STATE OF Texas §

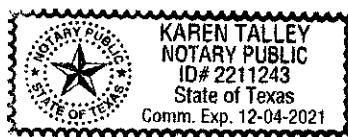
COUNTY OF Coke §

This instrument was acknowledged before me on this 5th day of May, 2021 by Cliff Stover, Managing Member on behalf of said limited liability company.

[Signature]
Notary Public

Commission Expires: 12-04-2021

Commission No. 2211243



ASSIGNORS: LEWIS FAMILY RESOURCES, LTD

By: Gary Dale Lewis

Name: Gary Dale Lewis
Title: President

STATE OF TEXAS §

§

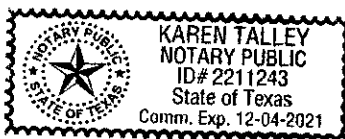
COUNTY OF COOKE §

This instrument was acknowledged before me on this 5th day of May, 2021 by Gary Dale Lewis, President on behalf of Lewis Family Resources, LTD.

Karen Talley
Notary Public

Commission Expires: 12-04-2021

Commission No. 2211243



ASSIGNORS: JOHN D. MCCARROLL & JEANNE B. MCCARROLL REVOCABLE LIVING TRUST, DATED APRIL 25, 1995

By: [Signature]

Name: John D. McCarroll
Title: Co-Trustee

By: [Signature]

Name: Jeanne B. McCarroll
Title: Co-Trustee

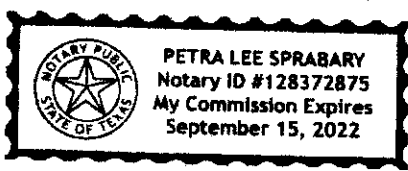
STATE OF TEXAS §
 §
COUNTY OF Denton §

This instrument was acknowledged before me on this 7 day of May, 2021 by John D. McCarroll and Jeanne B. McCarroll, Co-Trustees on behalf of said trust.

[Signature]
Notary Public

Commission Expires: September 15, 2022

Commission No. 128372875



ASSIGNEE: STRATAKAN EXPLORATION, LLC

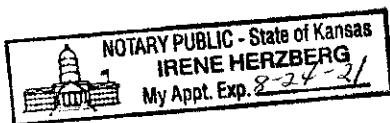
By: [Signature]
Name: Justin Prater
Title: Managing Member

STATE OF KANSAS §
COUNTY OF Lee §

This instrument was acknowledged before me on this 11th day of May, 2021 by Justin Prater, Managing Member, on behalf of said limited liability company.

[Signature]
Notary Public

Commission Expires: August 24, 2021



Commission No. 1031417

EXHIBIT "A"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance from Lasso Holding LLC, Kelso Oil and Gas, Inc., Curtis D. Kelso, Lewis Family Resources, LTD, Integrity CPAC Oil and Gas, LLC, and John D. McCarroll & Jeanne B. McCarroll Revocable Living Trust, dated April 25, 1995 as Assignors, to Stratakan Exploration, LLC, as Assignee, dated effective as of the Effective Time.

WELL NAME	API NUMBER	SEC	SURFACE HOLE LOCATION			OPERATOR
			TWN	RNG		
Bayne 3319 5-5	15-033-21731-0001	5	33	19		*Mike Kelso Oil, Inc.
Bayne 3-5	15-033-20391-0000	5	33	19		*Mike Kelso Oil, Inc.
Bayne 4-5	15-033-20396-0000	5	33	19		*Mike Kelso Oil, Inc.
Crosby 3318 #1-26H	15-033-21670-0100	26	33	18		Lasso Energy LLC
Edmonston #1 SWD (standalone SWD well)	15-033-21617-0000 (W2 SE SE SE)	28	31	20		Mike Kelso Oil, Inc.
Iris 3120 #1-1H	15-033-21611-0100	1	31	20		Lasso Energy LLC
Jellison #2-5 SWD	15-033-20356-0001	5	33	19		*Mike Kelso Oil, Inc.
Jellison 1-5	15-033-20342-0000	5	33	19		*Mike Kelso Oil, Inc.
Jellison 2-4	15-033-21443-0000	4	33	19		*Mike Kelso Oil, Inc.
Jellison 3-4A	15-033-21488-0000	4	33	19		*Mike Kelso Oil, Inc.
Jellison 3-5	15-033-20371-0000	5	33	19		*Mike Kelso Oil, Inc.
Jellison 4-5	15-033-20493-0000	5	33	19		*Mike Kelso Oil, Inc.
Leroy 3119 #1-5H (does not include the Melissa 3119 #1-5 SWD well)	15-033-21623-0100	5	31	19		Lasso Energy LLC
Lousch A1	15-033-20791-0001	6	33	18		Lasso Energy LLC
Lousch D1	15-033-21043-0000	31	32	18		Lasso Energy LLC
Marie 3418 #1-5H	15-033-21655-0100	5	34	18		Lasso Energy LLC
Nielson Upton 1-32	15-033-20586-0000	32	32	19		*Mike Kelso Oil, Inc.
Nielson Upton 2-32	15-033-20595-0000	32	32	19		*Mike Kelso Oil, Inc.
Nielson Upton 3-32	15-033-21574-0001	32	32	19		*Mike Kelso Oil, Inc.
Ransom 18-1	15-033-21268-0000	18	34	19		*Mike Kelso Oil, Inc.
Ransom 3419 2-18H 2L	15-033-21771-0200	7	34	19		*Mike Kelso Oil, Inc.
Teal 3120 #1-27H	15-033-21632-0100	27	31	20		Mike Kelso Oil, Inc.
Thyme 3419 #1-5H	15-033-21672-0100	5	34	19		*Mike Kelso Oil, Inc.
Thyme 3419 #2-5H	15-033-21715-0100	5	34	19		*Mike Kelso Oil, Inc.
Thyme 3419 #3-5H	15-033-21708-0100	5	34	19		*Mike Kelso Oil, Inc.

**Still in process of KCC T1 transfer from Lasso Energy LLC to Mike Kelso Oil, Inc. first as of 05/06/2021 but effective 05/01/2021*

ALL WELLS LOCATED IN COMANCHE COUNTY, KANSAS.
NEW OPERATOR FOR ALL WELLS: STRATAKAN
EXPLORATION, LLC EFFECTIVE 05/01/2021.

END OF EXHIBIT "A"

EXHIBIT "B"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance from Lasso Holding LLC, Kelso Oil and Gas, Inc., Curtis D. Kelso, Lewis Family Resources, LTD, Integrity CPAC Oil and Gas, LLC, and John D. McCarroll & Jeanne B. McCarroll Revocable Living Trust, dated April 25, 1995 as Assignors, to Stratakan Exploration, LLC, as Assignee, dated effective as of the Effective Time.

LEASE NO / LEASE TAG	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901 *KS000820-000 <u>THYME 3419 LEASE:</u> <u>ALL OF SECTION 5</u> <u>(640 GROSS ACRES)</u> <u>- THYME 3419 #1-</u> <u>5H, THYME 3419</u> <u>#2-5H, AND THYME</u> <u>3419 #3-5H</u>	DARREL W. GIRK (A/K/A DARREL WALLACE GIRK) AND TERENA GIRK, H/W	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/11/2008	110 / 114	761 / 262	KS	COMANCHE	034S-019W-005	T34S-R19W: SEC 5: ALL
901 *KS000830-000 <u>THYME 3419 LEASE:</u> <u>ALL OF SECTION 5</u> <u>(640 GROSS ACRES)</u> <u>- THYME 3419 #1-</u> <u>5H, THYME 3419</u> <u>#2-5H, AND THYME</u> <u>3419 #3-5H</u>	GARY W. GIRK (A/K/A GARY WALLACE GIRK) AND CHARLOTTE GIRK (A/K/A CHARLOTTE A. GIRK) H/W	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/11/2008	110 / 114	769 / 218	KS	COMANCHE	034S-019W-005	T34S-R19W: SEC 5: ALL

901 *KS002420-000 <u>BAYNE LEASE: SE/4</u> <u>of 05-33S-19W (160</u> <u>GROSS ACRE LEASE)</u> <u>-- BAYNE 3-5,</u> <u>BAYNE 4-5, AND</u> <u>BAYNE 3319 5-5</u> <u>WELLS</u>	BERNICE FAYE BAYNE LIFE ESTATE AND KERN BAYNE, W/H; BONNIE OZELL BAYNE SMUTZ AND DALE SMUTZ, W/H; BILLY JO BAYNE AND BERNICE BAYE, H/W; BOBBY LEE BAYNE AND BARBARA BAYNE, H/W; KENNETH BRUCE BAYNE AND BEVERLY BAYNE, H/W	JOSEPH KORNFELD	12/26/1978	45 / 130 / 130 / 131 / 131	515 / 992 / 1004 / 97 / 95	KS	COMANCHE	033S-019W-005	T33S-R19W: SEC 5: SE/4
901 *KS002423-000 <u>JELLISON LEASE:</u> <u>SE/4 (160 GROSS</u> <u>ACRES) -- JELLISON</u> <u>2-4 AND JELLISON</u> <u>3-4A</u>	VIRGIL L JELLISON, A SINGLE MAN	ROBERT A CLARK	12/8/1974	38 / 130 / 130 / 130 / 130 / 130 / 130 / 130	362 / 855 / 852 / 849 / 846 / 843 / 840 / 83	KS	COMANCHE	033S-019W-004	T33S-R19W: SEC 4: SE/4, SURFACE TO 5480'
901 *KS002423-000 <u>JELLISON LEASE:</u> <u>NE/4 (160 GROSS</u> <u>ACRES) -- JELLISON</u> <u>#2-5 SWD, JELLISON</u> <u>1-5, JELLISON 3-5,</u> <u>AND JELLISON 4-5</u>	VIRGIL L JELLISON, A SINGLE MAN	ROBERT A CLARK	12/8/1974	38 / 130 / 130 / 130 / 130 / 130 / 130 / 130	362 / 855 / 852 / 849 / 846 / 843 / 840 / 83	KS	COMANCHE	033S-019W-005	T33S-R19W: SEC 5: NE/4
901 *KS002424-000 <u>NIELSON UPTON</u> <u>LEASE: S2 NE/4</u> <u>AND SE/4 (240</u> <u>GROSS ACRES) --</u> <u>NIELSON UPTON 1-</u> <u>32, NIELSON UPTON</u> <u>2-32, AND NIELSON</u> <u>UPTON 3-32</u>	LEWIS NIELSEN, A/K/A LOUIS NIELSEN AND SYBIL NIELSEN	INTERLAND RESOURCES INC	1/7/1980	49	367	KS	COMANCHE	032S-019W-032	T32S-R19W: SEC 32: S/2NE/4, SURFACE TO 5315'

901 *KS002424-000 <u>NIELSON UPTON</u> <u>LEASE: S2 NE/4</u> <u>AND SE/4 (240</u> <u>GROSS ACRES) --</u> <u>NIELSON UPTON 1-</u> <u>32, NIELSON UPTON</u> <u>2-32, AND NIELSON</u> <u>UPTON 3-32</u>	LEWIS NIELSEN, A/K/A LOUIS NIELSEN AND SYBIL NIELSEN	INTERLAND RESOURCES INC	1/7/1980	49	367	KS	COMANCHE	032S-019W-032	T32S-R19W: SEC 32: S/2NE/4, 5315' TO 6183'
901 *KS002424-000 <u>NIELSON UPTON</u> <u>LEASE: S2 NE/4</u> <u>AND SE/4 (240</u> <u>GROSS ACRES) --</u> <u>NIELSON UPTON 1-</u> <u>32, NIELSON UPTON</u> <u>2-32, AND NIELSON</u> <u>UPTON 3-32</u>	LEWIS NIELSEN, A/K/A LOUIS NIELSEN AND SYBIL NIELSEN	INTERLAND RESOURCES INC	1/7/1980	49	367	KS	COMANCHE	032S-019W-032	T32S-R19W: SEC 32: SE/4, SURFACE TO 5300'
901 *KS002424-000 <u>NIELSON UPTON</u> <u>LEASE: S2 NE/4</u> <u>AND SE/4 (240</u> <u>GROSS ACRES) --</u> <u>NIELSON UPTON 1-</u> <u>32, NIELSON UPTON</u> <u>2-32, AND NIELSON</u> <u>UPTON 3-32</u>	LEWIS NIELSEN, A/K/A LOUIS NIELSEN AND SYBIL NIELSEN	INTERLAND RESOURCES INC	1/7/1980	49	367	KS	COMANCHE	032S-019W-032	T32S-R19W: SEC 32: SE/4, 5300' TO 6183'
901 *KS002425-000 <u>NIELSON UPTON</u> <u>LEASE: S2 NE/4</u> <u>AND SE/4 (240</u> <u>GROSS ACRES) --</u> <u>NIELSON UPTON 1-</u> <u>32, NIELSON UPTON</u>	MABEL UPTON	LEAR PETROLEUM EXPLORATION INC	1/10/1980	49	91	KS	COMANCHE	032S-019W-032	T32S-R19W: SEC 32: S/2NE/4, SURFACE TO 5315'

<u>2-32, AND NIELSON UPTON 3-32</u>	MABEL UPTON	LEAR PETROLEUM EXPLORATION INC	1/10/1980	49	91	KS	COMANCHE	032S-019W-032	T32S-R19W: SEC 32: S/2NE/4, 5315' TO 6183'
901*KS002425-000 <u>NIELSON UPTON LEASE: S2 NE/4 AND SE/4 (240 GROSS ACRES) -- NIELSON UPTON 1-32, NIELSON UPTON 2-32, AND NIELSON UPTON 3-32</u>									
<u>901*KS002425-000 NIELSON UPTON LEASE: S2 NE/4 AND SE/4 (240 GROSS ACRES) -- NIELSON UPTON 1-32, NIELSON UPTON 2-32, AND NIELSON UPTON 3-32</u>	MABEL UPTON	LEAR PETROLEUM EXPLORATION INC	1/10/1980	49	91	KS	COMANCHE	032S-019W-032	T32S-R19W: SEC 32: SE/4, SURFACE TO 5300'
<u>901*KS002425-000 NIELSON UPTON LEASE: S2 NE/4 AND SE/4 (240 GROSS ACRES) -- NIELSON UPTON 1-32, NIELSON UPTON 2-32, AND NIELSON UPTON 3-32</u>									
<u>901*KS002425-000 NIELSON UPTON LEASE: S2 NE/4 AND SE/4 (240 GROSS ACRES) -- NIELSON UPTON 1-32, NIELSON UPTON 2-32, AND NIELSON UPTON 3-32</u>	MABEL UPTON	LEAR PETROLEUM EXPLORATION INC	1/10/1980	49	91	KS	COMANCHE	032S-019W-032	T32S-R19W: SEC 32: SE/4, 5300' TO 6183'
<u>901*KS002425-000 NIELSON UPTON LEASE: S2 NE/4 AND SE/4 (240 GROSS ACRES) -- NIELSON UPTON 1-32, NIELSON UPTON 2-32, AND NIELSON UPTON 3-32</u>									
<u>901*KS002427-000 NIELSON UPTON LEASE: S2 NE/4 AND SE/4 (240 GROSS ACRES) --</u>	MOBIL OIL CORPORATION	LEAR PETROLEUM EXPLORATION INC	8/25/1983	60	257	KS	COMANCHE	032S-019W-032	T32S-R19W: SEC 32: S/2NE/4, SURFACE TO 5315'

901*KS013465-000 <u>LOUSCH A1 UNIT</u> <u>WELL/LEASE: LOT</u> <u>1, LOT 2, LOT 3, LOT</u> <u>4, LOT 5, SE/4</u> <u>NE/4, SE/4 NW/4,</u> <u>SW/4 NE/4 (314.25</u> <u>GROSS ACRES)</u>	RICHARD H PHILLIPS AND ELEANOR G PHILLIPS, HIS WIFE; RICHARD H PHILLIPS, TRUSTEE OF THE ZELMA GARDNER TRUST DTD 11/13/78; JUNE ROBERTSON PORTER AND JAMES PORTER, HER HUSBAND; MARGARET HUTCHINSON, A WIDOW	PRESLEY PETROLEUM, CO	2/16/1990	74	67	KS	COMANCHE	0335-018W-006	T33S-R18W: SEC 06: LOT 1 (40.17 AC) AND SE/4 NE/4 ADA E/2 NE/4
901*KS013466-000 <u>LOUSCH D1 UNIT</u> <u>WELL/LEASE: LOT</u> <u>3, LOT 4, E2 SW/4,</u> <u>S2 NE/4, SE/4</u> <u>(394.2 GROSS</u> <u>ACRES)</u>	DAVID CARY AND THEO CARY, HIS WIFE	VERNON T BEHRENDT	2/24/1988	69	661	KS	COMANCHE	032S-018W-031	T32S-R18W: SEC 31: LOT 3 (37.15 AC), LOT 4 (37.05 AC) AND E/2 SW/4
901*KS013467-000 <u>LOUSCH D1 UNIT</u> <u>WELL/LEASE: LOT</u> <u>3, LOT 4, E2 SW/4,</u> <u>S2 NE/4, SE/4</u> <u>(394.2 GROSS</u> <u>ACRES)</u>	LOREN L CRONIN AND SHERRY L CRONIN, HIS WIFE	PRESLEY PETROLEUM CO	9/12/1989	72	187	KS	COMANCHE	032S-018W-031	T32S-R18W: SEC 31: S/2 NE/4 AND SE/4
901*KS013472-000 <u>LOUSCH A1 UNIT</u> <u>WELL/LEASE: LOT</u> <u>1, LOT 2, LOT 3, LOT</u> <u>4, LOT 5, SE/4</u> <u>NE/4, SE/4 NW/4,</u> <u>SW/4 NE/4 (314.25</u> <u>GROSS ACRES)</u>	GENEVA LOUSCH, A WIDOW	VERNON T BEHRENDT	2/5/1988	69	665	KS	COMANCHE	033S-018W-006	T33S-R18W: SEC 06: LOT 2 (40.12 AC), LOT 3 (40.07 AC), LOT 4 (36.97 AC), AND LOT 5 (36.82 AC)
901*KS013473-000 <u>LOUSCH A1 UNIT</u>	GENEVA LOUSCH, A WIDOW	VERNON T BEHRENDT	2/5/1988	69	667	KS	COMANCHE	033S-018W-006	T33S-R18W: SEC 06: SE/4 NW/4 AND SW/4 NE/4

<u>WELL/LEASE: LOT</u> <u>1, LOT 2, LOT 3, LOT</u> <u>4, LOT 5, SE/4</u> <u>NE/4, SE/4 NW/4,</u> <u>SW/4 NE/4 (314.25</u> <u>GROSS ACRES)</u>	COLDWATER CANYON RANCH, LLC	T S DUDLEY LAND COMPANY, INC.	7/16/2008	111/126	295/749	KS	COMANCHE	033S-018W-026	T33S-R18W: SEC 26: W/2
901*KS000162-000 <u>CROSBY 3318 #1-</u> <u>26H: ALL OF</u> <u>SECTION 26 (640</u> <u>GROSS ACRES)</u>									
901*KS000162-000 <u>CROSBY 3318 #1-</u> <u>26H: ALL OF</u> <u>SECTION 26 (640</u> <u>GROSS ACRES)</u>	COLDWATER CANYON RANCH, LLC	T S DUDLEY LAND COMPANY, INC.	7/16/2008	111/126	295/749	KS	COMANCHE	033S-018W-026	T33S-R18W: SEC 26: W/2 SE/4
901*KS002122-000 <u>CROSBY 3318 #1-</u> <u>26H: ALL OF</u> <u>SECTION 26 (640</u> <u>GROSS ACRES)</u>	MARGARET H. HAMOR AND JEFFERY M. HAMOR, W/H	R. D. MARCHAM ENERGY, INC.	6/22/2005	103	573	KS	COMANCHE	033S-018W-026	T33S-R18W: SEC 26: E/2 SE/4
901*KS002123-000 <u>CROSBY 3318 #1-</u> <u>26H: ALL OF</u> <u>SECTION 26 (640</u> <u>GROSS ACRES)</u>	ELIZABETH HERRINGTON A/K/A ELIZABETH H. ADAMS AND KEITH R. ADAMS, W/H	R. D. MARCHAM ENERGY, INC.	6/22/2005	103	575	KS	COMANCHE	033S-018W-026	T33S-R18W: SEC 26: E/2 SE/4
901*KS004373-000 <u>CROSBY 3318 #1-</u> <u>26H: ALL OF</u> <u>SECTION 26 (640</u> <u>GROSS ACRES)</u>	MARGARET H. HAMOR AND JEFFERY M. HAMOR, W/H	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	2/3/2011	114	235	KS	COMANCHE	033S-018W-026	T33S-R18W: SEC 26: E/2 SE/4

901*KS002122-000 <u>CROSBY 3318 #1-26H: ALL OF SECTION 26 (640 GROSS ACRES)</u>	MARGARET H. HAMOR AND JEFFERY M. HAMOR, W/H	R. D. MARCHAM ENERGY, INC.	6/22/2005	103	573	KS	COMANCHE	0335-018W-026	T335-R18W: SEC 26: NE/4
901*KS002123-000 <u>CROSBY 3318 #1-26H: ALL OF SECTION 26 (640 GROSS ACRES)</u>	ELIZABETH HERRINGTON A/K/A ELIZABETH H. ADAMS AND KEITH R. ADAMS, W/H	R. D. MARCHAM ENERGY, INC.	6/22/2005	103	575	KS	COMANCHE	0335-018W-026	T335-R18W: SEC 26: NE/4
901*KS000756-000 <u>IRIS 3120 #1-1H: W2 OF SECTION 1 (320 GROSS ACRES APPROX)</u>	OLIVE B. PARKIN, A WIDOW	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/25/2008	110/113/120	643/536/285	KS	COMANCHE	0315-020W-001	T315-R20W: SEC 1: SW/4
901*KS000760-000 <u>IRIS 3120 #1-1H: W2 OF SECTION 1 (320 GROSS ACRES APPROX)</u>	CLEON PARKIN, A SINGLE MAN	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/25/2008	110/113/120	663/552/289	KS	COMANCHE	0315-020W-001	T315-R20W: SEC 1: SW/4
901*KS000755-000 <u>IRIS 3120 #1-1H: W2 OF SECTION 1 (320 GROSS ACRES APPROX)</u>	OLIVE B. PARKIN, A WIDOW	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/25/2008	110/113/120	667/532/279	KS	COMANCHE	0315-020W-001	T315-R20W: SEC 1: LOT 3 (41.01 AC) AND LOT 4 (41.27 AC) AND S/2 OF NW/4

901*KS000000-000 <u>TEAL 3120 #1-27H:</u> <u>E2 OF SECTION 27</u> <u>(320 GROSS ACRES)</u>	RANDALL G. EDDY, A SINGLE PERSON	AMERICAN WARRIOR INC.	3/24/2000	93	195	KS	COMANCHE	031S-020W-027	T31S-R20W: SEC 27: NE/4
901*KS000000-000 <u>TEAL 3120 #1-27H:</u> <u>E2 OF SECTION 27</u> <u>(320 GROSS ACRES)</u>	RANDALL G. EDDY, A SINGLE PERSON	AMERICAN WARRIOR INC.	3/24/2000	93	203	KS	COMANCHE	031S-020W-027	T31S-R20W: SEC 27: W/2 OF SE/4
901*KS000000-000 <u>TEAL 3120 #1-27H:</u> <u>E2 OF SECTION 27</u> <u>(320 GROSS ACRES)</u>	RANDALL G. EDDY, A SINGLE PERSON	AMERICAN WARRIOR INC.	3/24/2000	93	199	KS	COMANCHE	031S-020W-027	T31S-R20W: SEC 27: IN E/2
901*KS000000-000 <u>TEAL 3120 #1-27H:</u> <u>E2 OF SECTION 27</u> <u>(320 GROSS ACRES)</u>	AMADA PIKUS, A MARRIED WOMAN IN HER SOLE AND SEPARATE PROPERTY, AND KATRINA REFIOR, AN UNMARRIED WOMAN	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	07/28/2011	118	535	KS	COMANCHE	031S-020W-027	T31S-R20W: SEC 27: E/2 SE/4
901*KS000172-000 <u>MARIE 3418 #1-5H:</u> <u>ALL OF SECTION 5</u> <u>(640 GROSS ACRES)</u>	THE HOFFMAN FAMILY TRUST	T S DUDLEY LAND COMPANY, INC.	7/16/2008	109/110/123	607/706/437	KS	COMANCHE	034S-018W-005	T34S-R18W: SEC 5: W/2 SE/4
901*KS000172-000 <u>MARIE 3418 #1-5H:</u> <u>ALL OF SECTION 5</u> <u>(640 GROSS ACRES)</u>	THE HOFFMAN FAMILY TRUST	T S DUDLEY LAND COMPANY, INC.	7/16/2008	109/110/123	607/706/437	KS	COMANCHE	034S-018W-005	T34S-R18W: SEC 5: SW/4
901*KS000386-000 <u>MARIE 3418 #1-5H:</u> <u>ALL OF SECTION 5</u> <u>(640 GROSS ACRES)</u>	VIRGINIA HADLEY	T S DUDLEY LAND COMPANY, INC.	7/21/2008	109/126	175/719	KS	COMANCHE	034S-018W-005	T34S-R18W: SEC 5: NW/4

901*KS000386-000 <u>MARIE 3418 #1-5H:</u> <u>ALL OF SECTION 5</u> <u>(640 GROSS ACRES)</u>	VIRGINIA HADLEY	T S DUDLEY LAND COMPANY, INC.	7/21/2008	109/126	175/719	KS	COMANCHE	034S-018W-005	T34S-R18W: SEC 5: NE/4
901*KS000358-000 <u>MARIE 3418 #1-5H:</u> <u>ALL OF SECTION 5</u> <u>(640 GROSS ACRES)</u>	CAROLYN MARIE DEGOLYER MATHIS	T S DUDLEY LAND COMPANY, INC.	7/24/2008	109/111/123	391/672/473	KS	COMANCHE	034S-018W-005	T34S-R18W: SEC 5: E/2 SE/4
901*KS011628-000 <u>MARIE 3418 #1-5H:</u> <u>ALL OF SECTION 5</u> <u>(640 GROSS ACRES)</u>	ANITA FOX HIDALGO, FORMERLY ANITA MARIE FOX, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE PROPERTY	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	7/24/2012	125	635	KS	COMANCHE	034S-018W-005	T34S-R18W: SEC 5: E/2 SE/4
901*KS001226-000 <u>LEROY 3119 #1-5H</u> <u>(EXCLUDES THE</u> <u>MELISSA 3119 #1-5</u> <u>SWD WELL): ALL OF</u> <u>SECTION 5 (640</u> <u>GROSS ACRES)</u>	LEROY ZIELKE AND PAULINE ZIELKE, HIS WIFE	J. FRED HAMBRIGHT	9/14/1998	88	31	KS	COMANCHE	031S-019W-005	T31S-R19W: SEC 5: W/2 SW/4
901*KS001226-000 <u>LEROY 3119 #1-5H</u> <u>(EXCLUDES THE</u> <u>MELISSA 3119 #1-5</u> <u>SWD WELL): ALL OF</u> <u>SECTION 5 (640</u> <u>GROSS ACRES)</u>	LEROY ZIELKE AND PAULINE ZIELKE, HIS WIFE	J. FRED HAMBRIGHT	9/14/1998	88	31	KS	COMANCHE	031S-019W-005	T31S-R19W: SEC 5: S/2 NW/4
901*KS001226-000 <u>LEROY 3119 #1-5H</u> <u>(EXCLUDES THE</u> <u>MELISSA 3119 #1-5</u> <u>SWD WELL): ALL OF</u> <u>SECTION 5 (640</u> <u>GROSS ACRES)</u>	LEROY ZIELKE AND PAULINE ZIELKE, HIS WIFE	J. FRED HAMBRIGHT	9/14/1998	88	31	KS	COMANCHE	031S-019W-005	T31S-R19W: SEC 5: NE/4 NW/4

901*KS001227-000 <u>LERoy 3119 #1-5H</u> (EXCLUDES THE MELISSA 3119 #1-5 SWD WELL): ALL OF SECTION 5 (640 GROSS ACRES)	CARL E. BURKHALL AND DORTHY J. BURKHALL, HIS WIFE	J. FRED HAMBRIGHT	9/15/1998	88		33	KS	COMANCHE	031S-019W-005	T31S-R19W: SEC 5: NE/4
901*KS001228-000 <u>LERoy 3119 #1-5H</u> (EXCLUDES THE MELISSA 3119 #1-5 SWD WELL): ALL OF SECTION 5 (640 GROSS ACRES)	HAROLD L. MCKINNEY AND MARY ALICE MCKINNEY, TRUSTEES OF THE MARY ALICE MCKINNEY LIVING TRUST DATED 4/2/91	J. FRED HAMBRIGHT	9/15/1998	88		65	KS	COMANCHE	031S-019W-005	T31S-R19W: SEC 5: SE/4
901*KS001228-000 <u>LERoy 3119 #1-5H</u> (EXCLUDES THE MELISSA 3119 #1-5 SWD WELL): ALL OF SECTION 5 (640 GROSS ACRES)	HAROLD L. MCKINNEY AND MARY ALICE MCKINNEY, TRUSTEES OF THE MARY ALICE MCKINNEY LIVING TRUST DATED 4/2/91	J. FRED HAMBRIGHT	9/15/1998	88		65	KS	COMANCHE	031S-019W-005	T31S-R19W: SEC 5: E2 SW/4
901*KS001228-000 <u>LERoy 3119 #1-5H</u> (EXCLUDES THE MELISSA 3119 #1-5 SWD WELL): ALL OF SECTION 5 (640 GROSS ACRES)	ETHEL L. HUNT, STEVEN KEN FOX, NANCY FAYE FOX	J. FRED HAMBRIGHT	9/24/1998	88		81	KS	COMANCHE	031S-019W-005	T31S-R19W: SEC 5: NW/4 NW/4

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	AC ID	LEGAL	LEGAL DESC
901*KS005743-000	LOTUS OPERATING COMPANY, LLC	LARIO OIL AND GAS COMPANY	10/20/2010	-	-	KS	COMANCHE	A	0335-019W-002	T335-R19W: SEC 2: S/2 - NOT RECORDED - SWD AGREEMENT JELLISON

END OF EXHIBIT "B"