

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: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Oil / Gas Purchaser: _____

Title: _____

Date: _____

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 _____

KDOR Lease No.: _____

[illegible]

* 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, **SandRidge Exploration and Production, LLC** a Delaware limited liability company, whose mailing address is 123 Robert S. Kerr Avenue, Oklahoma City, OK 73102, and **ER MIDCON, LLC** a Delaware limited liability company, whose mailing address is 511 Sixteenth Street, Suite 700, Denver Colorado 80202, (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 **Lasso Energy LLC**, a Kansas limited liability company, whose address is 1125 South Main, P.O. Box 465, Chase, Kansas 67524-0465 (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, 2018** (the "Effective Time").

Signature Pages Follows

ASSIGNORS:

SANDRIDGE EXPLORATION AND PRODUCTION, LLC

By: 

Name: John Suter

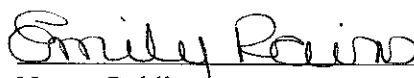
Title: EVP and Chief Operating Officer *ne*

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 25 day of May, 2018 by John Suter, EVP and Chief Operating Officer, on behalf of said limited liability company.


Notary Public

Commission Expires: 8/13/18Commission No. 10006618

ASSIGNORS:

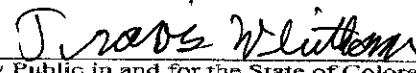
ER MIDCON, LLC

By: 
Name: Patrick J. Redmond
Title: Co-President

STATE OF COLORADO §
COUNTY OF DENVER §

This instrument was acknowledged before me on this 30 day of May, 2018, by Patrick J. Redmond, the Co-President of ER MidCon, LLC, a Delaware limited liability company on behalf of said limited liability company.

TRAVIS WHITHAM
Notary Public
State of Colorado
Notary ID # 20174020100
My Commission Expires 05-10-2021


Notary Public in and for the State of Colorado
Printed Name: Travis Whitham
Commission Expires: 05-10-2021

ASSIGNEE: **Lasso Energy LLC**

By: 

Name: Bruce D. Kelso

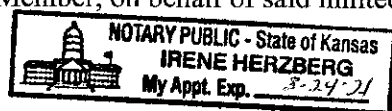
Title: Managing Member

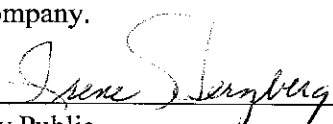
STATE OF KANSAS §

§

COUNTY OF RICE §

This instrument was acknowledged before me on this 7th day of ~~May~~ ^{June}, 2018 by Bruce D. Kelso, Managing Member, on behalf of said limited liability company.




Notary Public

Commission Expires: 8-24-21

Commission No. 1239417

EXHIBIT "A"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance from SandRidge Exploration and Production, LLC, and ER MIDCON, LLC as Assignors, to Lasso Energy LLC, as Assignee, dated effective as of the Effective Time.

<u>WELL NAME</u>	<u>API</u>	<u>SEC</u>	<u>TWN</u>	<u>RNG</u>
Bennett 3120 #1-13H	15-033-21712-0100	13	31S	20W
Marie 3418 #1-5H	15-033-21655-0000	05	34S	18W

END OF EXHIBIT "A"

EXHIBIT "B"

Attached to and made a part of that Assignment, Bill of Sale and Conveyance from SandRidge Exploration and Production, LLC, and ER MIDCON, LLC as Assignors, to Lasso Energy LLC, as Assignee, dated effective as of the Effective Time.

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901*KS001533-000	A AND P LOHRDING, LP	CHEYENNE EXPLORATION, LLC	6/7/2011	116/117	45/13	KS	COMANCHE	031S-020W-013	T31S-R20W: SEC 13: NW/4
901*KS001533-000	A AND P LOHRDING, LP	CHEYENNE EXPLORATION, LLC	6/7/2011	116/117	45/13	KS	COMANCHE	031S-020W-013	T31S-R20W: SEC 13: SW/4
901*KS001109-000	SOUTHWESTERN COLLEGE, INC. AND METHODIST YOUTHVILLE, INC. C/O TOM SCHNITTKER	AMERICAN WARRIOR, INC	5/18/2001	96	783	KS	COMANCHE	031S-020W-024	T31S-R20W: SEC 24: NW/4
901*KS001102-000	A AND P LOHRDING, LP	AMERICAN WARRIOR, INC	4/20/2000	93	231	KS	COMANCHE	031S-020W-024	T31S-R20W: SEC 24: NW/4
901*KS000172-000	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/2SE/4
901*KS000172-000	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	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*KS000388-000	VIRGINIA HADLEY	T S DUDLEY LAND COMPANY, INC	7/21/2008	109/126	767/731	KS	COMANCHE	034S-018W-005	T34S-R18W: SEC 5: NE/4
901*KS000358-000	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	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

END OF EXHIBIT "B"