



# 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

\_\_\_\_\_ is acknowledged as the new operator of the above named lease containing the surface pit

Permit No.: \_\_\_\_\_ . Recommended action: \_\_\_\_\_

permitted by No.: \_\_\_\_\_ .

Date: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_  
Authorized Signature

DISTRICT \_\_\_\_\_ EPR \_\_\_\_\_ PRODUCTION \_\_\_\_\_ UIC \_\_\_\_\_



### 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: \_\_\_\_\_

Prepared by:  
Brady Bledsoe  
123 Robert S Kerr Ave  
Oklahoma City, Oklahoma 73102

**Assignment Bill of Sale and Conveyance**

**GRANTOR: SandRidge Exploration and Production, LLC**

**GRANTEE: Elk Energy Holdings LLC**

**Ford Co. KS**




**AFTER RECORDING, RETURN TO:**

**ENERGYNET SERVICES, INC.**

7201 I-40 West, Suite 319

Amarillo, TX 79106

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

AFTER RECORDING, RETURN TO:  
Attention:  **ENERGYNET SERVICES, INC.**  
7201 I-40 West, Suite 319  
Amarillo, TX 79106

### ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (this "**Assignment**") is made this 1<sup>ST</sup> day of JULY, 2017, by and between ELK ENERGY HOLDINGS, an KANSAS, LLC ("**Assignee**"), having an address of 10500 E BERKELEY SQ HWY STE 200, WICHITA KS\*; and SandRidge Exploration and Production, LLC, a Delaware limited liability company ("**Assignor**"), having an address of 123 Robert S. Kerr Avenue, Oklahoma City, Oklahoma 73102. Assignee and Assignor are collectively referred to herein as the "**Parties**" and sometimes individually referred to herein as a "**Party**." This Assignment shall be effective as of July 1, 2017 at 12:01 a.m. Central time (the "**Effective Time**").

#### WITNESSETH:

NOW, THEREFORE, in consideration of the payment of the ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the Parties hereby agree as follows:

1. **Assignment.** Assignor does hereby sell, convey and assign to Assignee all of Assignor's right and title to, and interest in, the following assets and properties (the "**Properties**"):

(a) the oil and/or gas leases described on Exhibit A attached hereto (the "**Leases**"), together with any and all other rights, title and interest of Assignor in and to any pooled acreage, communitized acreage or units arising on account of the Leases having been pooled, communitized or unitized into such units (the "**Unit Interests**");

(b) all oil wells and gas wells located on or attributable to the Leases or the Unit Interests, including all of the wells described on Exhibit B (the "**Wells**"), and, together with the Leases and the Unit Interests, the "**Subject Oil and Gas Interests**";

(c) all oil, gas, well gas, casinghead gas, condensate, and all components of any of them (including liquids and products produced from any of them) (the "**Hydrocarbons**"), in each case, produced from or attributable to the Subject Oil and Gas Interests from and after the Effective Time (the "**Conveyed Hydrocarbons**");

(d) to the extent assignable, and to the extent the transfer or disclosure thereof would not be restricted, all agreements and contracts (oral or written) to which Assignor is a party or in which Assignor otherwise holds an interest and (i) by which any of the assets and properties described in this Section 1 are bound or (ii) that primarily relate to the assets and properties described in this Section 1 or the operations with respect thereto (all such contracts and agreements, the "**Applicable Contracts**");

(e) all equipment, machinery, fixtures, and other immovable, personal, movable and mixed property that is located on the Leases, the Unit Interests or the rights of way and primarily used (or held

LOT 40727

\* 67206

for use) in connection with the use, ownership or operation of the Wells, including flow lines, pipelines, well pads, caissons, tank batteries, improvements and abandoned property (collectively, the "**Equipment**"); and

(f) except to the extent the transfer or disclosure thereof would be restricted, all of the land, title and contract files, and operations and accounting records in Assignor's possession that are primarily related to any of the assets and properties described in this Section 1 (the "**Records**");

TO HAVE AND TO HOLD the Properties unto Assignee, its successors and assigns, forever.

3. No Warranty of Title. THIS ASSIGNMENT IS MADE BY ASSIGNOR AND ACCEPTED BY ASSIGNEE WITHOUT ANY REPRESENTATION OR WARRANTY OF TITLE OF ANY KIND, EITHER EXPRESSED OR IMPLIED. IF TITLE TO ALL OR ANY PORTION OF THE INTEREST ASSIGNED SHOULD FAIL, THEN AND IN SUCH EVENT, THE PERCENTAGES OF THE INTEREST ASSIGNED HEREIN SHALL BE REDUCED IN THE PROPORTION TO WHICH THE FAILED PORTION OF THE INTEREST BEARS TO THE ENTIRE INTEREST. ANY COVENANTS OR WARRANTIES IMPLIED BY STATUTE OR LAW BY THE USE OF THE WORD "SELL," "ASSIGN," "TRANSFER," "CONVEY" OR OTHER WORDS OF GRANT ARE HEREBY EXPRESSLY WAIVED AND DISCLAIMED BY THE PARTIES.

4. Disclaimers. NOTWITHSTANDING ANYTHING CONTAINED IN THIS ASSIGNMENT, IT IS THE EXPLICIT INTENT AND UNDERSTANDING OF EACH OF THE PARTIES THAT NONE OF ASSIGNOR, ITS AFFILIATES, CONTRACTORS AND SUBCONTRACTORS AND EACH OF THEIR PREDECESSORS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS AND REPRESENTATIVES (COLLECTIVELY HEREIN REFERRED TO AS THE "**ASSIGNOR GROUP**") HAS OR IS MAKING TO ASSIGNEE, AND ASSIGNOR GROUP HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNOR HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY WHATSOEVER, ORAL OR WRITTEN, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (i) ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, PERFORMANCE, CONDITION, CERTIFICATE, MAINTENANCE, OR SPECIFICATION, (ii) THE COMPLETENESS OR ACCURACY OF ANY REPORTS, INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL), INCLUDING BUT NOT LIMITED TO THE RECORDS, FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ANY OF THE ASSIGNOR GROUP, (iii) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, (iv) THE CONDITION OF THE PROPERTIES, AND (v) THE ABSENCE OR PRESENCE OF RADIOACTIVE MATERIALS (INCLUDING NATURALLY OCCURRING RADIOACTIVE MATERIALS), ASBESTOS, POLYCHLORINATED BIPHENYLS, HYDROCARBONS, OR ANY OTHER CHEMICAL, MATERIAL OR SUBSTANCE; IT BEING THE EXPRESS INTENTION OF BOTH ASSIGNEE AND ASSIGNOR THAT THE PROPERTIES ARE ASSIGNED, AND ASSIGNEE ACCEPTS THE PROPERTIES IN THEIR PRESENT CONDITION AND STATE OF REPAIR, "AS IS, WHERE IS AND WITH ALL FAULTS".

5. Assumption. This Assignment is made subject to all the terms and the express and implied covenants and conditions of the Subject Oil and Gas Interests and any intervening assignments and agreements, including but not limited to the Applicable Contracts, and other obligations and liabilities affecting same, which terms, covenants, conditions, obligations and liabilities the Assignee hereby assumes and agrees to perform, whether known or unknown, liquidated or contingent, in each case, regardless of whether such terms, covenants, conditions, obligations and liabilities are deemed to have arisen or accrued or are attributable to periods prior to, on or after the Effective Time. The terms,

covenants and conditions of said Subject Oil and Gas Interests, intervening assignments and agreements, including but not limited to the Applicable Contracts, and this Assignment shall be binding upon the Assignee, not only in favor of the lessor(s), mineral and surface rights owner(s), and any prior assignors and their respective successors and assigns, but also in favor of the Assignor Group. Immediately following the Effective Time, Assignee shall, at Assignee's sole cost and expense, secure all lease and operating bonds, permits and other similar documents necessary to operate or own the Properties which may be required by any federal, state or local governmental authority having requisite jurisdiction over the Properties.

6. Release. ASSIGNEE WAIVES AND RELEASES THE ASSIGNOR GROUP FROM EVERY CLAIM (AS DEFINED BELOW), WHETHER OR NOT ARISING OUT OF THE SOLE, JOINT, CONCURRENT OR GROSS NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY OF THE ASSIGNOR GROUP OR ANY OTHER PERSON OR ENTITY. "**CLAIM**" MEANS EVERY CLAIM, DEMAND, EXPENSE, COST (INCLUDING COURT COSTS AND ATTORNEYS' FEES), LIABILITY, STATUTORY LIABILITY, DAMAGE, DEBT, CIVIL FINE OR PENALTY, SUIT OR CAUSE OF ACTION OF WHATSOEVER KIND OR CHARACTER (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT; PERSONAL INJURY, DEATH, PROPERTY DAMAGE, POLLUTION, CONTAMINATION OR ENVIRONMENTAL DAMAGE), WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, WHETHER OR NOT KNOWN, ACCRUED OR ASSERTED, AND RELATING TO, ARISING FROM, RESULTING FROM, INCIDENTAL TO OR ATTRIBUTABLE TO THE PRIOR, PRESENT OR FUTURE OWNERSHIP, USE, ACTIVITY OR OPERATION OF, AT, ON OR NEAR THE PROPERTIES. **ASSIGNOR AND ASSIGNEE HEREBY AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, RULE, REGULATION OR ORDER TO BE OPERATIVE, THE WAIVERS, RELEASES AND DISCLAIMERS CONTAINED IN THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, THE WAIVERS, RELEASES AND DISCLAIMERS CONTAINED IN SECTIONS 3, 4 AND 6, ARE "CLEAR" AND "CONSPICUOUS" FOR THE PURPOSES OF SUCH APPLICABLE LAW, RULE, REGULATION OR ORDER.**

7. Further Assurances. At the request of Assignor but without further consideration, Assignee will execute and deliver or use reasonable efforts to cause to be executed and delivered such other instruments of conveyance and take such other actions as Assignor reasonably may request to more effectively put Assignor in possession of any property which was not intended by the Parties to be conveyed to Assignee. At the request of Assignee but without further consideration, Assignor shall execute and deliver or use reasonable efforts to cause to be executed and delivered such other instruments of conveyance and take such other actions as Assignee reasonably may request to more effectively put Assignee in possession of the Properties. If any of the Properties are incorrectly described, the description shall be corrected upon proof of the proper description.

8. Waiver, Entire Agreement, Severability. No term or condition of this Assignment shall be deemed to have been waived except by written instrument of the Parties charged with such waiver. The waiver of any breach of any term, condition or provision of this Assignment shall not be construed as a waiver of any prior, concurrent or subsequent breach of the same or any other term, condition or provision hereof. This Assignment constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and may be modified in writing only, signed by the parties in interest at the time of modification. The invalidity of any one or more provisions of this Assignment shall not affect the validity of this Assignment as a whole, and in case of any such invalidity, this Assignment shall be construed as if the invalid provision had not been included herein.

9. Governing Law. With respect to all matters arising out of or related to this Assignment, including the legal relations among the Parties and the construction or interpretation of this Assignment,

the laws of the State of Oklahoma shall govern, excluding, in all cases, any conflicts of law rule or principle that might direct the application of the laws of another jurisdiction.

10. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

11. Counterparts. This Assignment may be executed by Assignor and Assignee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument. To facilitate recordation or filing of this Assignment, each counterpart filed with a county or state agency or office may contain only those portions of the Exhibits to this Assignment that describe property under the jurisdiction of that agency or office. Complete copies of this Assignment containing the entire Exhibits have been retained by Assignors and Assignee.

*Signature and Acknowledgment Pages Follow*



IN WITNESS WHEREOF, the Parties have executed this Assignment the day and year first above written, to be effective as of the Effective Time.

**ASSIGNOR:**

SANDRIDGE EXPLORATION AND PRODUCTION, LLC

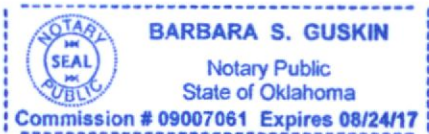
By: Lance Galvin

Name: Lance Galvin

Title: SVP, Reserves, Technology & Bus Dev

STATE OF OKLAHOMA           §  
  §  
COUNTY OF OKLAHOMA       §

This instrument was acknowledged before me on 6/20, 2017, by Lance Galvin, SUP of SandRidge Exploration and Production, LLC, a Delaware limited liability company, on behalf of said limited liability company.



Barbara S. Guskin  
Notary Public  
Printed Name: Barbara S. Guskin  
My Commission Expires: 8/24/17

IN WITNESS WHEREOF, the Parties have executed this Assignment the day and year first above written, to be effective as of the Effective Time.

ASSIGNEE:

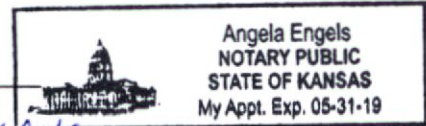
ELK ENERGY HOLDINGS LLC

By: *Thomas C. Knowles*  
Name: Thomas C. Knowles  
Title: CEO

STATE OF Kansas           §  
  §  
COUNTY OF Sedgewick   §

This instrument was acknowledged before me on July 25, 2017, by Thomas C. Knowles  
CEO of Elk Energy Holdings LLC Kansas LLC, on behalf  
of said Company.

Angela Engels  
Notary Public  
Printed Name: Angela Engels  
My Commission Expires: 5-31-19



LOT 40727

LEASE EXHIBIT

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901*KS015398-000	VERL SHEAN, AN UNMARRIED MAN	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/29/2014	61	463	KS	FORD	0265-021W-031	T265-R21W: SEC 31: LOT 1 (36.02 ACS), LOT 2 (36.08 ACS) AND THE E/2 NW/4
901*KS015399-000	JANELL IGNASZAK, A WIDOW	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/29/2014			KS	FORD	0265-021W-031	T265-R21W: SEC 31: LOT 1 (36.02 ACS), LOT 2 (36.08 ACS) AND THE E/2 NW/4
901*KS015400-000	SHARON DROSTE AND CHESTER DROSTE, WIFE AND HUSBAND	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/29/2014	61	786	KS	FORD	0265-021W-031	T265-R21W: SEC 31: LOT 1 (36.02 ACS), LOT 2 (36.08 ACS) AND THE E/2 NW/4
901*KS015784-000	H AND H INVESTMENTS, DONALD D HELAND SR AND CAROL J HELAND, MANAGING PARTNERS	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	11/8/2014	N B 11	15	KS	FORD	0265-021W-031	T265-R21W: SEC 31: E/2 SE/4
901*KS015800-000	MICHAEL W SHEAN AND MONICA HALLING, HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	10/24/2014	N B 11	17	KS	FORD	0265-021W-031	T265-R21W: SEC 31: NE/4, L/E A 10 AC TRACT DESCRIBED AS THE NE/4 NE/4, NE/4
901*KS015807-000	GLENN SHEAN AND JOVITA SHEAN, HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/29/2014	N B 11	19	KS	FORD	0265-021W-031	T265-R21W: SEC 31: LOT 1 (36.02 ACS), LOT 2 (36.08 ACS) AND THE E/2 NW/4
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	0275-025W-009	T275-R25W: SEC 9: E/2
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	0275-025W-023	T275-R25W: SEC 23: SE/4 LESS A 3-ACRE
901*KS010508-000	GEORGE BERNARD ROONEY, III AND GAY D ROONEY, HUSBAND AND WIFE, GAY D ROONEY AND GEORGE B ROONEY, IV AS CO-CONSERVATORS FOR GEORGE BERNARD ROONEY, III	SCO-JO LAND RESOURCES, INC	3/7/2012	6	119	KS	FORD	0285-024W-035	T285-R24W: SEC 35: S/2
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	0285-025W-009	T275-R25W: SEC 9: E/2
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	0285-025W-023	T275-R25W: SEC 23: SE/4 LESS A 3-ACRE
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	0285-026W-001	T285-R26W: SEC 1: LOT 6 (39.57 AC) ADA
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	0285-026W-001	T285-R26W: SEC 1: SE/4 NW/4
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	0285-026W-001	T285-R26W: SEC 1: SW/4 NE/4
901*KS001306-000	GRACE KATHLEEN NEWELL, AS TRUSTEE OF THE GRACE KATHLEEN NEWELL TRUST, DTD 7/23/87	J FRED HAMBRIGHT INC	9/13/2005	48 / 121 / 6	172 / 113 / 508	KS	FORD	0295-024W-019	T295-R24W: SEC 19: CONTAINING 156.88 ACRES: LOT 3 (38.40 AC), LOT 4 (38.48), E/2SW/4 A/D/A SW/4
901*KS006320-000	LT AND SHARON F WEDDLE, HUSBAND AND WIFE	SULLIVAN LAND RESOURCES, INC	8/11/2011	2	217	KS	FORD	0295-024W-019	T295-R24W: SEC 19: SE/4
901*KS006321-000	WEDDLE HERITAGE LP, A KANSAS PARTNERSHIP	SULLIVAN LAND RESOURCES, INC	8/3/2011	2	196	KS	FORD	0295-024W-019	T295-R24W: SEC 19: SE/4
901*KS006322-000	JEANETTE L BESTHORN, A SINGLE PERSON	SULLIVAN LAND RESOURCES, INC	8/11/2011	2	195	KS	FORD	0295-024W-019	T295-R24W: SEC 19: SE/4
901*KS009359-000	WP, LLC, GARY D ROTH AND JOANN B ROTH, OWNERS	SCO-JO LAND RESOURCES, INC	2/17/2012	5	420	KS	FORD	0295-024W-019	T295-R24W: SEC 19: NW/4
901*KS010003-000	WEDDLE FARMS, INC, TERRY WEDDLE, PRESIDENT	SCO-JO LAND RESOURCES, INC	2/15/2012	5	198	KS	FORD	0295-024W-019	T295-R24W: SEC 19: NW/4
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	0295-024W-019	T295-R24W: SEC 19: NE/4

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901 *KS001285-000	ROBERT L MAIN AND MEREDITH D MAIN, TRUSTEES OF THE ROBERT L MAIN AND MEREDITH D MAIN REVOCABLE LIVING TRUST DTD 9/11/02	J FRED HAMBRIGHT INC	2/12/2010	55	370	KS	FORD	029S-024W-029	T29S-R24W: SEC 29: NW/4
901 *KS001299-000	CAROLYN J GREENE AND RICHARD L GREENE, WIFE AND HUSBAND	J FRED HAMBRIGHT INC	2/7/2010	55	358	KS	FORD	029S-024W-029	T29S-R24W: SEC 29: NW/4
901 *KS001285-000	ROBERT L MAIN AND MEREDITH D MAIN, TRUSTEES OF THE ROBERT L MAIN AND MEREDITH D MAIN REVOCABLE LIVING TRUST DTD 9/11/02	J FRED HAMBRIGHT INC	2/12/2010	55	370	KS	FORD	029S-024W-030	T29S-R24W: SEC 30: LOT 1 (38.56 AC), LOT 2 (38.63 AC) E/2 NW/4
901 *KS001285-000	ROBERT L MAIN AND MEREDITH D MAIN, TRUSTEES OF THE ROBERT L MAIN AND MEREDITH D MAIN REVOCABLE LIVING TRUST DTD 9/11/02	J FRED HAMBRIGHT INC	2/12/2010	55	370	KS	FORD	029S-024W-030	T29S-R24W: SEC 30: NE/4
901 *KS001299-000	CAROLYN J GREENE AND RICHARD L GREENE, WIFE AND HUSBAND	J FRED HAMBRIGHT INC	2/7/2010	55	358	KS	FORD	029S-024W-030	T29S-R24W: SEC 30: LOT 1 (38.56 AC), LOT 2 (38.63 AC) E/2 NW/4
901 *KS001299-000	CAROLYN J GREENE AND RICHARD L GREENE, WIFE AND HUSBAND	J FRED HAMBRIGHT INC	2/7/2010	55	358	KS	FORD	029S-024W-030	T29S-R24W: SEC 30: NE/4
901 *KS011794-000	DEAN L BEEBE, AS TRUSTEE OF THE DEAN L AND CARMA LEE BEEBE TRUST DATED FEBRUARY 7, 2002	SCO-JO LAND RESOURCES, INC	9/17/2012	7	80	KS	FORD	029S-024W-030	T29S-R24W: SEC 30: LOT 3 (38.70 AC), LOT 4 (38.77 AC) E/2 SW/4, SE/4
901 *KS007686-000	KENNETH AND LISA HARSHBERGER	SULLIVAN LAND RESOURCES, INC	10/24/2011	3	185	KS	FORD	029S-025W-002	T29S-R25W: SEC 2: W/2 SW/4
901 *KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	029S-025W-006	T29S-R25W: SEC 06: LOT 1, LOT 2, & S/2
901 *KS001286-000	HARSHBERGER LAND, LLC, A KANSAS LLC	J FRED HAMBRIGHT INC	12/4/2009	55 / 7 / 9	218 / 174 / 652	KS	FORD	029S-025W-011	T29S-R25W: SEC 11: SW/4
901 *KS001287-000	MARGARET L DOUGLAS, FKA MARGARET L HARSHBERGER, A WIDOW	J FRED HAMBRIGHT INC	12/2/2009	55 / 7 / 9	179 / 173 / 644	KS	FORD	029S-025W-011	T29S-R25W: SEC 11: S/2 NE/4
901 *KS001287-000	MARGARET L DOUGLAS, FKA MARGARET L HARSHBERGER, A WIDOW	J FRED HAMBRIGHT INC	12/2/2009	55 / 7 / 9	179 / 173 / 644	KS	FORD	029S-025W-011	T29S-R25W: SEC 11: SE/4
901 *KS007676-000	MARGARET L DOUGLAS, A SINGLE PERSON	SULLIVAN LAND RESOURCES, INC	11/1/2011	3	171	KS	FORD	029S-025W-011	T29S-R25W: SEC 11: N/2 NE/4 & NW/4
901 *KS007686-000	KENNETH AND LISA HARSHBERGER	SULLIVAN LAND RESOURCES, INC	10/24/2011	3	185	KS	FORD	029S-025W-011	T29S-R25W: SEC 11: N/2 NE/4 & NW/4
901 *KS001284-000	ARTHUR ROBBINS AND VALIE P ROBBINS, HW	J FRED HAMBRIGHT INC	11/16/2009	55	115	KS	FORD	029S-025W-013	T29S-R25W: SEC 13: NE/4
901 *KS001293-000	MARGARET L DOUGLAS, FKA MARGARET L HARSHBERGER, A WIDOW	J FRED HAMBRIGHT INC	11/12/2009	55 / 7 / 8 / 8	66 / 175 / 330 / 642	KS	FORD	029S-025W-013	T29S-R25W: SEC 13: NW/4
901 *KS001305-000	GAY ROONEY AND GEORGE BERNARD ROONEY, IV, AS CO-CONSERVATORS FOR GEORGE BERNARD ROONEY, III, A/K/A GEORGE B ROONEY, III; GAY ROONEY, WIFE OF GEORGE BERNARD ROONEY, III	J FRED HAMBRIGHT INC	2/28/2008	123 / 1 / 7	289 / 518 / 176	KS	FORD	029S-025W-013	T29S-R25W: SEC 13: SW/4 LESS A 10 AC TRACT BEGINNING 65' E OF THE NW CORNER
901 *KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	029S-025W-013	T29S-R25W: SEC 13: SE/4

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901*KS010064-000	STAGECOACH FARMS, LLC, GEORGE B ROONEY IV, MANAGING MEMBER	SCO-JO LAND RESOURCES, INC	3/7/2012	5	192	KS	FORD	029S-025W-014	T29S-R25W: SEC 14: N/2 SW/4, SE/4 SW/4
901*KS010064-000	STAGECOACH FARMS, LLC, GEORGE B ROONEY IV, MANAGING MEMBER	SCO-JO LAND RESOURCES, INC	3/7/2012	5	192	KS	FORD	029S-025W-014	T29S-R25W: SEC 14: SE/4
901*KS010508-000	GEORGE BERNARD ROONEY, III AND GAY D ROONEY, HUSBAND AND WIFE, GAY D ROONEY AND GEORGE B ROONEY, IV AS CO-CONSERVATORS FOR GEORGE BERNARD ROONEY, III	SCO-JO LAND RESOURCES, INC	3/7/2012	6	119	KS	FORD	029S-025W-014	T29S-R25W: SEC 14: SW/4 SW/4
901*KS010064-000	STAGECOACH FARMS, LLC, GEORGE B ROONEY IV, MANAGING MEMBER	SCO-JO LAND RESOURCES, INC	3/7/2012	5	192	KS	FORD	029S-025W-015	T29S-R25W: SEC 15: N/2 SE/4
901*KS010318-000	MICHAEL N ROONEY, TRUSTEE OF THE THEIS ROONEY MINERAL TRUST DATED DECEMBER 30, 2009	SCO-JO LAND RESOURCES, INC	3/7/2012	5	188	KS	FORD	029S-025W-015	T29S-R25W: SEC 15: S/2 SE/4
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	029S-025W-016	T29S-R25W: SEC 16: SW/4
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	029S-025W-017	T29S-R25W: SEC 17: S/2
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	029S-025W-021	T29S-R25W: SEC 21: SE/4
901*KS009385-000	PAUL R DANIELS, AS TRUSTEE OF THE DANIELS FARMLAND TRUST	SCO-JO LAND RESOURCES, INC	2/9/2012	5	221	KS	FORD	029S-025W-022	T29S-R25W: SEC 22: N/2 & SE/4
901*KS001297-000	DANIEL L BAILES AND TAMMY L BAILES, HIS WIFE, AND ALESA J MESCHBERGER AND MAX E MESCHBERGER, HER HUSBAND	J FRED HAMBRIGHT INC	11/12/2009	55 / 7 / 7 / 9 / 9	71 / 171 / 167 / 664 / 660	KS	FORD	029S-025W-023	T29S-R25W: SEC 23: W/2 NE/4
901*KS001298-000	TAMIE HAWES AND LEE B HAWES, HER HUSBAND	J FRED HAMBRIGHT INC	11/11/2009	55 / 7 / 9	214 / 169 / 640	KS	FORD	029S-025W-023	T29S-R25W: SEC 23: W/2 NE/4
901*KS008543-000	ELVIN D LEWIS AND EVELYN L LEWIS, TRUSTEES OF THE ELVIN D LEWIS AND EVELYN L LEWIS REVOCABLE LIVING TRUST	SCO-JO LAND RESOURCES, INC	12/29/2011	4	193	KS	FORD	029S-025W-023	T29S-R25W: SEC 23: SE/4
901*KS009385-000	INDENTURE, EXECUTED APRIL 5, 1991 PAUL R DANIELS, AS TRUSTEE OF THE DANIELS FARMLAND TRUST	SCO-JO LAND RESOURCES, INC	2/9/2012	5	221	KS	FORD	029S-025W-023	T29S-R25W: SEC 23: SW/4
901*KS010318-000	MICHAEL N ROONEY, TRUSTEE OF THE THEIS ROONEY MINERAL TRUST DATED DECEMBER 30, 2009	SCO-JO LAND RESOURCES, INC	3/7/2012	5	188	KS	FORD	029S-025W-023	T29S-R25W: SEC 23: NW/4
901*KS011999-000	GREGORY K SHELOR A/K/A GREGORY KENT SHELOR, GREG K SHELOR, GREG SHELOR AND LEANN SHELOR, HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/26/2012	7	552	KS	FORD	029S-025W-023	T29S-R25W: SEC 23: W/2 NE/4
901*KS011999-000	GREGORY K SHELOR A/K/A GREGORY KENT SHELOR, GREG K SHELOR, GREG SHELOR AND LEANN SHELOR, HUSBAND AND WIFE	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	9/26/2012	7	552	KS	FORD	029S-025W-023	T29S-R25W: SEC 23: E/2 NE/4

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901*KS001305-000	GAY ROONEY AND GEORGE BERNARD ROONEY, IV, AS CO-CONSERVATORS FOR GEORGE BERNARD ROONEY, III, A/K/A GEORGE B ROONEY, III; GAY ROONEY, WIFE OF GEORGE BERNARD ROONEY, III	J FRED HAMBRIGHT INC	2/28/2008	123 / 1 / 7	289 / 518 / 176	KS	FORD	029S-025W-024	T29S-R25W: SEC 24: NW/4
901*KS007698-000	VICKI MARKS, A/K/A VICKI L MARKS AND AND HAROLD GENE MARKS, A/K/A GENE MARKS, WIFE AND HUSBAND	SULLIVAN LAND RESOURCES, INC	9/7/2011	2	550	KS	FORD	029S-025W-024	T29S-R25W: SEC 24: N/2 NE/4
901*KS007703-000	DALE L NEWELL AND MARSHA K NEWELL, TRUSTEES OF THE DALE L NEWELL REVOCABLE TRUST DATED DECEMBER 1, 2004	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	295	KS	FORD	029S-025W-024	T29S-R25W: SEC 24: S/2 NE/4
901*KS008545-000	VALIE P ROBBINS AND ARTHUR W ROBBINS, WIFE AND HUSBAND	SCO-JO LAND RESOURCES, INC	1/4/2012	4	196	KS	FORD	029S-025W-024	T29S-R25W: SEC 24: SE/4
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	029S-025W-024	T29S-R25W: SEC 24: SW/4
901*KS001291-000	CLINTON C KOPPEES AND EFFIE M KOPPEES, AS TRUSTEES OF THE CLINTON C KOPPEES AND EFFIE M KOPPEES REV TRUST DTD 4/28/1988 AND AMENDED 11/30/95	J FRED HAMBRIGHT INC	12/5/2009	55 / 7 / 9	216 / 186 / 648	KS	FORD	029S-025W-026	T29S-R25W: SEC 26: NE/4
901*KS009385-000	PAUL R DANIELS, AS TRUSTEE OF THE DANIELS FARMLAND TRUST	SCO-JO LAND RESOURCES, INC	2/9/2012	5	221	KS	FORD	029S-025W-026	T29S-R25W: SEC 26: NW/4
901*KS009492-000	SHANNON LOUISE ROONEY, AN UNMARRIED WOMAN	SCO-JO LAND RESOURCES, INC	3/7/2012	5	361	KS	FORD	029S-025W-026	T29S-R25W: SEC 26: NE/4 SE/4
901*KS010064-000	STAGECOACH FARMS, LLC, GEORGE B ROONEY IV, MANAGING MEMBER	SCO-JO LAND RESOURCES, INC	3/7/2012	5	192	KS	FORD	029S-025W-026	T29S-R25W: SEC 26: SE/4 SE/4
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	029S-025W-026	T29S-R25W: SEC 26: W/2 W/2 SE/4
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	029S-025W-026	T29S-R25W: SEC 26: SW/4
901*KS011262-000	MICHAEL N ROONEY AND CATHERINE A ROONEY, HUSBAND AND WIFE	SCO-JO LAND RESOURCES, INC	3/7/2012	6	610	KS	FORD	029S-025W-026	T29S-R25W: SEC 26: E/2 W/2 SE/4
901*KS009385-000	PAUL R DANIELS, AS TRUSTEE OF THE DANIELS FARMLAND TRUST	SCO-JO LAND RESOURCES, INC	2/9/2012	5	221	KS	FORD	029S-025W-027	T29S-R25W: SEC 27: NE/4
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	029S-025W-027	T29S-R25W: SEC 27: SE/4
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	029S-026W-002	T29S-R26W: SEC 2: LOT 3, LOT 4, & S/2
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	029S-026W-002	T29S-R26W: SEC 2: SW/4
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	029S-026W-002	T29S-R26W: SEC 2: SE/4

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901 *KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	029S-026W-010	T29S-R26W: SEC 10: CONTAINING 129.7 ACRES: A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 29 SOUTH, RANGE 26 WEST OF THE SIXTH P.M IN FORD COUNTY, KANSAS, (MORE FULLY DESCRIBED BY METS AND BOUNDS AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 29 SOUTH, RANGE 26 WEST, SAID SOUTHWEST CORNER BEING THE TRUE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF NORTH 90 DEGREES 00' 00" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER FOR A DISTANCE OF 1,682 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID SOUTH LINE AND A BARB WIRE FENCE; THENCE ON A BEARING OF NORTH 3 DEGREES 30' 22" EAST ALONG SAID BARB WIRE FENCE FOR A DISTANCE OF 1,139 FEET, MORE OR LESS, TO A P.I. IN SAID FENCE; THENCE ON A BEARING OF NORTH 55 DEGREES 34' 25" BEARING OF NORTH 55 DEGREES 34' 25"
901 *KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	029S-026W-011	T29S-R26W: SEC 10: SE/4
901 *KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	029S-026W-015	T29S-R26W: SEC 15: ALL OF SEC 15 EXCEPT A TRACT IN W/2 BEG SW COR SEC C & N
901 *KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	029S-026W-021	§319(S) & E 1688(S) & SLY 1492(S) &
901 *KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69	KS	FORD	029S-026W-033	T29S-R26W: SEC 21: S/2
									T29S-R26W: SEC 33: NE/4

END OF LEASE EXHIBIT

**Exhibit B**  
**Attached to Assignment, Bill of Sale and Conveyance**  
**effective as of July 1, 2017 between**  
**SandRidge Exploration and Production, LLC, as Assignor, and**  
**ELK ENERGY HOLDINGS LLC, as Assignee.**

**Wells**

<b>Well Name</b>	<b>Corp ID</b>	<b>API</b>	<b>County</b>	<b>ST</b>	<b>Surf Loc</b>
ANNA VIRGINIA SWD 1-24	121932	15057208110000	FORD	KS	24-29S-25W
BIAGGI.2520 1-28H	122007	15047216230000	EDWARDS	KS	28-25S-20W
COACH 2925 1-26H	124614	15057208660000	FORD	KS	26-29S-25W
ESPLUND FARMS 3023 1-30H	122031	15025215520000	CLARK	KS	19-30S-23W
ESPLUND SWD 3023 4-30	125355	15025214620001	CLARK	KS	30-30S-23W
JACKSON 2721 SWD 1-11	121819	15057208290000	FORD	KS	11-27S-21W
KARLA 2922 SWD 1-1	121818	15057208350000	FORD	KS	1-29S-22W
MAIN 2924 1-30H	124615	15057208490000	FORD	KS	30-29S-24W
MARKS 1-24H	121749	15057208200000	FORD	KS	24-29S-25W
MARKS 2924 1-19H	124876	15057208710000	FORD	KS	19-29S-24W
MARY ANN 2622 1-36H	124368	15057208450000	FORD	KS	36-26S-22W
MUNO SWD 1-31	121516	15057208010000	FORD	KS	31-26S-21W
ROONEY 2925 3-24H RE	124984	15057206530000	FORD	KS	24-29S-25W
STAGECOACH 2925 1-14H	124498	15057208570000	FORD	KS	14-29S-25W
TIFFANY 2821 SWD 1-11	121823	15057208140000	FORD	KS	11-28S-21W



Prepared by:  
Brady Bledsoe  
123 Robert S Kerr Ave  
Oklahoma City, Oklahoma 73102

**Assignment Bill of Sale and Conveyance**

**GRANTOR: SandRidge Exploration and Production, LLC**

**GRANTEE: Elk Energy Holdings LLC**

**Clark Co. KS**



**AFTER RECORDING, RETURN TO:**

**ENERGYNET SERVICES, INC.**  
7201 I-40 West, Suite 319  
Amarillo, TX 79106

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

AFTER RECORDING, RETURN TO:



ENERGYNET SERVICES, INC.  
7201 I-40 West, Suite 319  
Amarillo, TX 79106

## ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (this "**Assignment**") is made this 1<sup>ST</sup> day of JULY, 2017, by and between ELK ENERGY HOLDINGS, an KANSAS LLC 10500 E. BERKELEY SQ PKWY STE 200, WICHITA KS \*"**Assignee**"), having an address of \_\_\_\_\_, and SandRidge Exploration and Production, LLC, a Delaware limited liability company ("**Assignor**"), having an address of 123 Robert S. Kerr Avenue, Oklahoma City, Oklahoma 73102. Assignee and Assignor are collectively referred to herein as the "**Parties**" and sometimes individually referred to herein as a "**Party**." This Assignment shall be effective as of July 1, 2017 at 12:01 a.m. Central time (the "**Effective Time**").

### WITNESSETH:

NOW, THEREFORE, in consideration of the payment of the ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the Parties hereby agree as follows:

1. **Assignment.** Assignor does hereby sell, convey and assign to Assignee all of Assignor's right and title to, and interest in, the following assets and properties (the "**Properties**");

(a) the oil and/or gas leases described on Exhibit A attached hereto (the "**Leases**"), together with any and all other rights, title and interest of Assignor in and to any pooled acreage, communitized acreage or units arising on account of the Leases having been pooled, communitized or unitized into such units (the "**Unit Interests**");

(b) all oil wells and gas wells located on or attributable to the Leases or the Unit Interests, including all of the wells described on Exhibit B (the "**Wells**"), and, together with the Leases and the Unit Interests, the "**Subject Oil and Gas Interests**");

(c) all oil, gas, well gas, casinghead gas, condensate, and all components of any of them (including liquids and products produced from any of them) (the "**Hydrocarbons**"), in each case, produced from or attributable to the Subject Oil and Gas Interests from and after the Effective Time (the "**Conveyed Hydrocarbons**");

(d) to the extent assignable, and to the extent the transfer or disclosure thereof would not be restricted, all agreements and contracts (oral or written) to which Assignor is a party or in which Assignor otherwise holds an interest and (i) by which any of the assets and properties described in this Section 1 are bound or (ii) that primarily relate to the assets and properties described in this Section 1 or the operations with respect thereto (all such contracts and agreements, the "**Applicable Contracts**");

(e) all equipment, machinery, fixtures, and other immovable, personal, movable and mixed property that is located on the Leases, the Unit Interests or the rights of way and primarily used (or held

for use) in connection with the use, ownership or operation of the Wells, including flow lines, pipelines, well pads, caissons, tank batteries, improvements and abandoned property (collectively, the "*Equipment*"); and

(f) except to the extent the transfer or disclosure thereof would be restricted, all of the land, title and contract files, and operations and accounting records in Assignor's possession that are primarily related to any of the assets and properties described in this Section 1 (the "*Records*");

TO HAVE AND TO HOLD the Properties unto Assignee, its successors and assigns, forever.

3. No Warranty of Title. THIS ASSIGNMENT IS MADE BY ASSIGNOR AND ACCEPTED BY ASSIGNEE WITHOUT ANY REPRESENTATION OR WARRANTY OF TITLE OF ANY KIND, EITHER EXPRESSED OR IMPLIED. IF TITLE TO ALL OR ANY PORTION OF THE INTEREST ASSIGNED SHOULD FAIL, THEN AND IN SUCH EVENT, THE PERCENTAGES OF THE INTEREST ASSIGNED HEREIN SHALL BE REDUCED IN THE PROPORTION TO WHICH THE FAILED PORTION OF THE INTEREST BEARS TO THE ENTIRE INTEREST. ANY COVENANTS OR WARRANTIES IMPLIED BY STATUTE OR LAW BY THE USE OF THE WORD "SELL," "ASSIGN," "TRANSFER," "CONVEY" OR OTHER WORDS OF GRANT ARE HEREBY EXPRESSLY WAIVED AND DISCLAIMED BY THE PARTIES.

4. Disclaimers. NOTWITHSTANDING ANYTHING CONTAINED IN THIS ASSIGNMENT, IT IS THE EXPLICIT INTENT AND UNDERSTANDING OF EACH OF THE PARTIES THAT NONE OF ASSIGNOR, ITS AFFILIATES, CONTRACTORS AND SUBCONTRACTORS AND EACH OF THEIR PREDECESSORS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS AND REPRESENTATIVES (COLLECTIVELY HEREIN REFERRED TO AS THE "*ASSIGNOR GROUP*") HAS OR IS MAKING TO ASSIGNEE, AND ASSIGNOR GROUP HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNOR HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY WHATSOEVER, ORAL OR WRITTEN, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (i) ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, PERFORMANCE, CONDITION, CERTIFICATE, MAINTENANCE, OR SPECIFICATION, (ii) THE COMPLETENESS OR ACCURACY OF ANY REPORTS, INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL), INCLUDING BUT NOT LIMITED TO THE RECORDS, FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ANY OF THE ASSIGNOR GROUP, (iii) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, (iv) THE CONDITION OF THE PROPERTIES, AND (v) THE ABSENCE OR PRESENCE OF RADIOACTIVE MATERIALS (INCLUDING NATURALLY OCCURRING RADIOACTIVE MATERIALS), ASBESTOS, POLYCHLORINATED BIPHENYLS, HYDROCARBONS, OR ANY OTHER CHEMICAL, MATERIAL OR SUBSTANCE; IT BEING THE EXPRESS INTENTION OF BOTH ASSIGNEE AND ASSIGNOR THAT THE PROPERTIES ARE ASSIGNED, AND ASSIGNEE ACCEPTS THE PROPERTIES IN THEIR PRESENT CONDITION AND STATE OF REPAIR, "AS IS, WHERE IS AND WITH ALL FAULTS".

5. Assumption. This Assignment is made subject to all the terms and the express and implied covenants and conditions of the Subject Oil and Gas Interests and any intervening assignments and agreements, including but not limited to the Applicable Contracts, and other obligations and liabilities affecting same, which terms, covenants, conditions, obligations and liabilities the Assignee hereby assumes and agrees to perform, whether known or unknown, liquidated or contingent, in each case, regardless of whether such terms, covenants, conditions, obligations and liabilities are deemed to have arisen or accrued or are attributable to periods prior to, on or after the Effective Time. The terms,

covenants and conditions of said Subject Oil and Gas Interests, intervening assignments and agreements, including but not limited to the Applicable Contracts, and this Assignment shall be binding upon the Assignee, not only in favor of the lessor(s), mineral and surface rights owner(s), and any prior assignors and their respective successors and assigns, but also in favor of the Assignor Group. Immediately following the Effective Time, Assignee shall, at Assignee's sole cost and expense, secure all lease and operating bonds, permits and other similar documents necessary to operate or own the Properties which may be required by any federal, state or local governmental authority having requisite jurisdiction over the Properties.

6. Release. ASSIGNEE WAIVES AND RELEASES THE ASSIGNOR GROUP FROM EVERY CLAIM (AS DEFINED BELOW), WHETHER OR NOT ARISING OUT OF THE SOLE, JOINT, CONCURRENT OR GROSS NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY OF THE ASSIGNOR GROUP OR ANY OTHER PERSON OR ENTITY. "**CLAIM**" MEANS EVERY CLAIM, DEMAND, EXPENSE, COST (INCLUDING COURT COSTS AND ATTORNEYS' FEES), LIABILITY, STATUTORY LIABILITY, DAMAGE, DEBT, CIVIL FINE OR PENALTY, SUIT OR CAUSE OF ACTION OF WHATSOEVER KIND OR CHARACTER (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, POLLUTION, CONTAMINATION OR ENVIRONMENTAL DAMAGE), WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, WHETHER OR NOT KNOWN, ACCRUED OR ASSERTED, AND RELATING TO, ARISING FROM, RESULTING FROM, INCIDENTAL TO OR ATTRIBUTABLE TO THE PRIOR, PRESENT OR FUTURE OWNERSHIP, USE, ACTIVITY OR OPERATION OF, AT, ON OR NEAR THE PROPERTIES. **ASSIGNOR AND ASSIGNEE HEREBY AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, RULE, REGULATION OR ORDER TO BE OPERATIVE, THE WAIVERS, RELEASES AND DISCLAIMERS CONTAINED IN THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, THE WAIVERS, RELEASES AND DISCLAIMERS CONTAINED IN SECTIONS 3, 4 AND 6, ARE "CLEAR" AND "CONSPICUOUS" FOR THE PURPOSES OF SUCH APPLICABLE LAW, RULE, REGULATION OR ORDER.**

7. Further Assurances. At the request of Assignor but without further consideration, Assignee will execute and deliver or use reasonable efforts to cause to be executed and delivered such other instruments of conveyance and take such other actions as Assignor reasonably may request to more effectively put Assignor in possession of any property which was not intended by the Parties to be conveyed to Assignee. At the request of Assignee but without further consideration, Assignor shall execute and deliver or use reasonable efforts to cause to be executed and delivered such other instruments of conveyance and take such other actions as Assignee reasonably may request to more effectively put Assignee in possession of the Properties. If any of the Properties are incorrectly described, the description shall be corrected upon proof of the proper description.

8. Waiver, Entire Agreement, Severability. No term or condition of this Assignment shall be deemed to have been waived except by written instrument of the Parties charged with such waiver. The waiver of any breach of any term, condition or provision of this Assignment shall not be construed as a waiver of any prior, concurrent or subsequent breach of the same or any other term, condition or provision hereof. This Assignment constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and may be modified in writing only, signed by the parties in interest at the time of modification. The invalidity of any one or more provisions of this Assignment shall not affect the validity of this Assignment as a whole, and in case of any such invalidity, this Assignment shall be construed as if the invalid provision had not been included herein.

9. Governing Law. With respect to all matters arising out of or related to this Assignment, including the legal relations among the Parties and the construction or interpretation of this Assignment,

the laws of the State of Oklahoma shall govern, excluding, in all cases, any conflicts of law rule or principle that might direct the application of the laws of another jurisdiction.

10. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

11. Counterparts. This Assignment may be executed by Assignor and Assignee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument. To facilitate recordation or filing of this Assignment, each counterpart filed with a county or state agency or office may contain only those portions of the Exhibits to this Assignment that describe property under the jurisdiction of that agency or office. Complete copies of this Assignment containing the entire Exhibits have been retained by Assignors and Assignee.

*Signature and Acknowledgment Pages Follow*

IN WITNESS WHEREOF, the Parties have executed this Assignment the day and year first above written, to be effective as of the Effective Time.

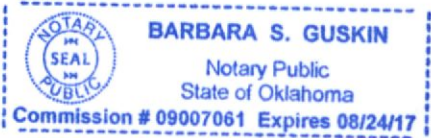
**ASSIGNOR:**

SANDRIDGE EXPLORATION AND PRODUCTION, LLC

By: *Lance Galvin*  
Name: Lance Galvin  
Title: SVP, Reserves, Technology & Bus Dev

STATE OF OKLAHOMA           §  
  §  
COUNTY OF OKLAHOMA       §

This instrument was acknowledged before me on 6/21, 2017, by Lance Galvin, SVP of SandRidge Exploration and Production, LLC, a Delaware limited liability company, on behalf of said limited liability company.



*Barbara S. Guskin*  
Notary Public  
Printed Name: Barbara S. Guskin  
My Commission Expires: 8/24/17

IN WITNESS WHEREOF, the Parties have executed this Assignment the day and year first above written, to be effective as of the Effective Time.

ASSIGNEE:  
ELK ENERGY HOLDINGS LLC

By: Thomas Knowles  
Name: THOMAS C. KNOWLES  
Title: CEO

STATE OF Kansas §  
COUNTY OF Sedgewick §

This instrument was acknowledged before me on July 25, 2017, by Thomas C. Knowles  
CEO of Elk Energy Holdings LLC a Kansas LLC, on behalf  
of said Company.

Angela Engels  
Notary Public  
Printed Name: Angela Engels  
My Commission Expires: 5-31-19

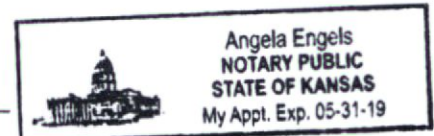


Exhibit A

Attached to Assignment, Bill of Sale and Conveyance effective as of July 1, 2017 between Sandridge Exploration and Production, LLC, as Assignor, and Elk Energy Holdings LLC, as Assignee

**LEASE EXHIBIT**

**NONE**

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**Exhibit B**

**Attached to Assignment, Bill of Sale and Conveyance  
effective as of July 1, 2017 between  
SandRidge Exploration and Production, LLC, as Assignor, and  
ELK ENERGY HOLDINGS LLC, as Assignee.**

**Wells**

<b>Well Name</b>	<b>Corp ID</b>	<b>API</b>	<b>County</b>	<b>ST</b>	<b>Surf Loc</b>
ANNA VIRGINIA SWD 1-24	121932	15057208110000	FORD	KS	24-29S-25W
BIAGGI 2520 1-28H	122007	15047216230000	EDWARDS	KS	28-25S-20W
COACH 2925 1-26H	124614	15057208660000	FORD	KS	26-29S-25W
ESPLUND FARMS 3023 1-30H	122031	15025215520000	CLARK	KS	19-30S-23W
ESPLUND SWD 3023 4-30	125355	15025214620001	CLARK	KS	30-30S-23W
JACKSON 2721 SWD 1-11	121819	15057208290000	FORD	KS	11-27S-21W
KARLA 2922 SWD 1-1	121818	15057208350000	FORD	KS	1-29S-22W
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MARKS 1-24H	121749	15057208200000	FORD	KS	24-29S-25W
MARKS 2924 1-19H	124876	15057208710000	FORD	KS	19-29S-24W
MARY ANN 2622 1-36H	124368	15057208450000	FORD	KS	36-26S-22W
MUNO SWD 1-31	121516	15057208010000	FORD	KS	31-26S-21W
ROONEY 2925 3-24H RE	124984	15057206530000	FORD	KS	24-29S-25W
STAGECOACH 2925 1-14H	124498	15057208570000	FORD	KS	14-29S-25W
TIFFANY 2821 SWD 1-11	121823	15057208140000	FORD	KS	11-28S-21W

Prepared by:  
Brady Bledsoe  
123 Robert S Kerr Ave  
Oklahoma City, Oklahoma 73102

**Assignment Bill of Sale and Conveyance**

**GRANTOR: SandRidge Exploration and Production, LLC**

**GRANTEE: Elk Energy Holdings LLC**

**Edwards Co. KS**



AFTER RECORDING, RETURN TO:

**ENERGYNET SERVICES, INC.**  
7201 I-40 West, Suite 319  
Amarillo, TX 79106

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

AFTER RECORDING, RETURN TO:



Attention:  
ENERGYNET SERVICES, INC.  
7201 I-40 West, Suite 319  
Amarillo, TX 79106

### ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (this "**Assignment**") is made this 1<sup>ST</sup> day of JULY, 2017, by and between ELK ENERGY HOLDINGS, an KANSAS LLC ("**Assignee**"), having an address of 10500 E BERKELEY SQ HWY STE 200, WICHITA KS \*, and SandRidge Exploration and Production, LLC, a Delaware limited liability company ("**Assignor**"), having an address of 123 Robert S. Kerr Avenue, Oklahoma City, Oklahoma 73102. Assignee and Assignor are collectively referred to herein as the "**Parties**" and sometimes individually referred to herein as a "**Party**." This Assignment shall be effective as of July 1, 2017 at 12:01 a.m. Central time (the "**Effective Time**").

#### WITNESSETH:

NOW, THEREFORE, in consideration of the payment of the ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the Parties hereby agree as follows:

1. **Assignment.** Assignor does hereby sell, convey and assign to Assignee all of Assignor's right and title to, and interest in, the following assets and properties (the "**Properties**");

(a) the oil and/or gas leases described on Exhibit A attached hereto (the "**Leases**"), together with any and all other rights, title and interest of Assignor in and to any pooled acreage, communitized acreage or units arising on account of the Leases having been pooled, communitized or unitized into such units (the "**Unit Interests**");

(b) all oil wells and gas wells located on or attributable to the Leases or the Unit Interests, including all of the wells described on Exhibit B (the "**Wells**"), and, together with the Leases and the Unit Interests, the "**Subject Oil and Gas Interests**";

(c) all oil, gas, well gas, casinghead gas, condensate, and all components of any of them (including liquids and products produced from any of them) (the "**Hydrocarbons**"), in each case, produced from or attributable to the Subject Oil and Gas Interests from and after the Effective Time (the "**Conveyed Hydrocarbons**");

(d) to the extent assignable, and to the extent the transfer or disclosure thereof would not be restricted, all agreements and contracts (oral or written) to which Assignor is a party or in which Assignor otherwise holds an interest and (i) by which any of the assets and properties described in this Section 1 are bound or (ii) that primarily relate to the assets and properties described in this Section 1 or the operations with respect thereto (all such contracts and agreements, the "**Applicable Contracts**");

(e) all equipment, machinery, fixtures, and other immovable, personal, movable and mixed property that is located on the Leases, the Unit Interests or the rights of way and primarily used (or held

for use) in connection with the use, ownership, or operation of the Wells, including flow lines, pipelines, well pads, caissons, tank batteries, improvements and abandoned property (collectively, the "*Equipment*"); and

(f) except to the extent the transfer or disclosure thereof would be restricted, all of the land, title and contract files; and operations and accounting records in Assignor's possession that are primarily related to any of the assets and properties described in this Section 1 (the "*Records*");

TO HAVE AND TO HOLD the Properties unto Assignee, its successors and assigns, forever.

3. No Warranty of Title. THIS ASSIGNMENT IS MADE BY ASSIGNOR AND ACCEPTED BY ASSIGNEE WITHOUT ANY REPRESENTATION OR WARRANTY OF TITLE OF ANY KIND, EITHER EXPRESSED OR IMPLIED. IF TITLE TO ALL OR ANY PORTION OF THE INTEREST ASSIGNED SHOULD FAIL, THEN AND IN SUCH EVENT, THE PERCENTAGES OF THE INTEREST ASSIGNED HEREIN SHALL BE REDUCED IN THE PROPORTION TO WHICH THE FAILED PORTION OF THE INTEREST BEARS TO THE ENTIRE INTEREST. ANY COVENANTS OR WARRANTIES IMPLIED BY STATUTE OR LAW BY THE USE OF THE WORD "SELL," "ASSIGN," "TRANSFER," "CONVEY" OR OTHER WORDS OF GRANT ARE HEREBY EXPRESSLY WAIVED AND DISCLAIMED BY THE PARTIES.

4. Disclaimers. NOTWITHSTANDING ANYTHING CONTAINED IN THIS ASSIGNMENT, IT IS THE EXPLICIT INTENT AND UNDERSTANDING OF EACH OF THE PARTIES THAT NONE OF ASSIGNOR, ITS AFFILIATES, CONTRACTORS AND SUBCONTRACTORS AND EACH OF THEIR PREDECESSORS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS AND REPRESENTATIVES (COLLECTIVELY HEREIN REFERRED TO AS THE "*ASSIGNOR GROUP*") HAS OR IS MAKING TO ASSIGNEE, AND ASSIGNOR GROUP HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNOR HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY WHATSOEVER, ORAL OR WRITTEN, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (i) ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, PERFORMANCE, CONDITION, CERTIFICATE, MAINTENANCE, OR SPECIFICATION, (ii) THE COMPLETENESS OR ACCURACY OF ANY REPORTS, INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL), INCLUDING BUT NOT LIMITED TO THE RECORDS, FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ANY OF THE ASSIGNOR GROUP, (iii) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, (iv) THE CONDITION OF THE PROPERTIES, AND (v) THE ABSENCE OR PRESENCE OF RADIOACTIVE MATERIALS (INCLUDING NATURALLY OCCURRING RADIOACTIVE MATERIALS), ASBESTOS, POLYCHLORINATED BIPHENYLS, HYDROCARBONS, OR ANY OTHER CHEMICAL, MATERIAL OR SUBSTANCE; IT BEING THE EXPRESS INTENTION OF BOTH ASSIGNEE AND ASSIGNOR THAT THE PROPERTIES ARE ASSIGNED, AND ASSIGNEE ACCEPTS THE PROPERTIES IN THEIR PRESENT CONDITION AND STATE OF REPAIR, "AS IS, WHERE IS AND WITH ALL FAULTS".

5. Assumption. This Assignment is made subject to all the terms and the express and implied covenants and conditions of the Subject Oil and Gas Interests and any intervening assignments and agreements, including but not limited to the Applicable Contracts, and other obligations and liabilities affecting same, which terms, covenants, conditions, obligations and liabilities the Assignee hereby assumes and agrees to perform, whether known or unknown, liquidated or contingent, in each case, regardless of whether such terms, covenants, conditions, obligations and liabilities are deemed to have arisen or accrued or are attributable to periods prior to, on or after the Effective Time. The terms,

covenants and conditions of said Subject Oil and Gas Interests, intervening assignments and agreements, including but not limited to the Applicable Contracts, and this Assignment shall be binding upon the Assignee, not only in favor of the lessor(s), mineral and surface rights owner(s), and any prior assignors and their respective successors and assigns, but also in favor of the Assignor Group. Immediately following the Effective Time, Assignee shall, at Assignee's sole cost and expense, secure all lease and operating bonds, permits and other similar documents necessary to operate or own the Properties which may be required by any federal, state or local governmental authority having requisite jurisdiction over the Properties.

6. Release. ASSIGNEE WAIVES AND RELEASES THE ASSIGNOR GROUP FROM EVERY CLAIM (AS DEFINED BELOW), WHETHER OR NOT ARISING OUT OF THE SOLE, JOINT, CONCURRENT OR GROSS NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY OF THE ASSIGNOR GROUP OR ANY OTHER PERSON OR ENTITY. "**CLAIM**" MEANS EVERY CLAIM, DEMAND, EXPENSE, COST (INCLUDING COURT COSTS AND ATTORNEYS' FEES), LIABILITY, STATUTORY LIABILITY, DAMAGE, DEBT, CIVIL FINE OR PENALTY, SUIT OR CAUSE OF ACTION OF WHATSOEVER KIND OR CHARACTER (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, POLLUTION, CONTAMINATION OR ENVIRONMENTAL DAMAGE), WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, WHETHER OR NOT KNOWN, ACCRUED OR ASSERTED, AND RELATING TO, ARISING FROM, RESULTING FROM, INCIDENTAL TO OR ATTRIBUTABLE TO THE PRIOR, PRESENT OR FUTURE OWNERSHIP, USE, ACTIVITY OR OPERATION OF, AT, ON OR NEAR THE PROPERTIES. **ASSIGNOR AND ASSIGNEE HEREBY AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, RULE, REGULATION OR ORDER TO BE OPERATIVE, THE WAIVERS, RELEASES AND DISCLAIMERS CONTAINED IN THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, THE WAIVERS, RELEASES AND DISCLAIMERS CONTAINED IN SECTIONS 3, 4 AND 6, ARE "CLEAR" AND "CONSPICUOUS" FOR THE PURPOSES OF SUCH APPLICABLE LAW, RULE, REGULATION OR ORDER.**

7. Further Assurances. At the request of Assignor but without further consideration, Assignee will execute and deliver or use reasonable efforts to cause to be executed and delivered such other instruments of conveyance and take such other actions as Assignor reasonably may request to more effectively put Assignor in possession of any property which was not intended by the Parties to be conveyed to Assignee. At the request of Assignee but without further consideration, Assignor shall execute and deliver or use reasonable efforts to cause to be executed and delivered such other instruments of conveyance and take such other actions as Assignee reasonably may request to more effectively put Assignee in possession of the Properties. If any of the Properties are incorrectly described, the description shall be corrected upon proof of the proper description.

8. Waiver, Entire Agreement, Severability. No term or condition of this Assignment shall be deemed to have been waived except by written instrument of the Parties charged with such waiver. The waiver of any breach of any term, condition or provision of this Assignment shall not be construed as a waiver of any prior, concurrent or subsequent breach of the same or any other term, condition or provision hereof. This Assignment constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and may be modified in writing only, signed by the parties in interest at the time of modification. The invalidity of any one or more provisions of this Assignment shall not affect the validity of this Assignment as a whole, and in case of any such invalidity, this Assignment shall be construed as if the invalid provision had not been included herein.

9. Governing Law. With respect to all matters arising out of or related to this Assignment, including the legal relations among the Parties and the construction or interpretation of this Assignment,

the laws of the State of Oklahoma shall govern, excluding, in all cases, any conflicts of law rule or principle that might direct the application of the laws of another jurisdiction.

10. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

11. Counterparts. This Assignment may be executed by Assignor and Assignee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument. To facilitate recordation or filing of this Assignment, each counterpart filed with a county or state agency or office may contain only those portions of the Exhibits to this Assignment that describe property under the jurisdiction of that agency or office. Complete copies of this Assignment containing the entire Exhibits have been retained by Assignors and Assignee.

*Signature and Acknowledgment Pages Follow*

IN WITNESS WHEREOF, the Parties have executed this Assignment the day and year first above written, to be effective as of the Effective Time.

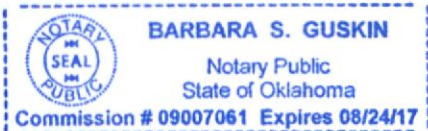
**ASSIGNOR:**

SANDRIDGE EXPLORATION AND  
PRODUCTION, LLC

By: *Lance Galvin*  
Name: Lance Galvin  
Title: SVP, Reserves, Technology & Bus Dev

STATE OF OKLAHOMA           §  
  §  
COUNTY OF OKLAHOMA       §

This instrument was acknowledged before me on 6/21, 2017, by Lance Galvin, SVP of SandRidge Exploration and Production, LLC, a Delaware limited liability company, on behalf of said limited liability company.



*Barbara S. Guskin*  
Notary Public  
Printed Name: Barbara S. Guskin  
My Commission Expires: 8/24/17

IN WITNESS WHEREOF, the Parties have executed this Assignment the day and year first above written, to be effective as of the Effective Time.

**ASSIGNEE:**

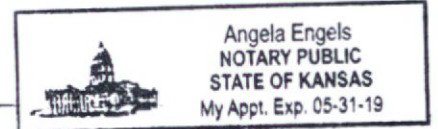
ELK ENERGY HOLDINGS LLC

By: Thomas C. Knowles  
Name: THOMAS C. KNOWLES  
Title: CEO

STATE OF Kansas         §  
  §  
COUNTY OF Sedgewick     §

This instrument was acknowledged before me on July 25, 2017, by Thomas C. Knowles  
CEO of Elk Energy Holding, a Kansas LLC, on behalf  
of said Company.

Angela Engels  
Notary Public  
Printed Name: Angela Engels  
My Commission Expires: 5-31-19



LOT 40727



Exhibit A

Attached to Assignment, Bill of Sale and Conveyance effective as of July 1, 2017 between Sandridge Exploration and Production, LLC, as Assignor, and Elk Energy Holdings LLC, as Assignee

**LEASE EXHIBIT**

**NONE**

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**Exhibit B**

**Attached to Assignment, Bill of Sale and Conveyance  
effective as of July 1, 2017 between  
SandRidge Exploration and Production, LLC, as Assignor, and  
ELK ENERGY HOLDINGS LLC, as Assignee.**

**Wells**

<b>Well Name</b>	<b>Corp ID</b>	<b>API</b>	<b>County</b>	<b>ST</b>	<b>Surf Loc</b>
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