



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

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 _____
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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		
_____	_____	_____	_____	_____	_____
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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.



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: \_\_\_\_\_

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: Great Plains Petroleum, Inc.**

**Gray Co. KS**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:



AFTER RECORDING, RETURN TO:

Attention: **ENERGINET 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 GREAT PLAINS PETROLEUM, INC., an KANSAS SUB S (**Assignee**), having an address of 221 CIRCLE DR., WICHITA KS 67218, 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 4/20, 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:

GREAT PLAINS PETROLEUM, INC.

By: [Signature]  
Name: ROD PHARES  
Title: President

STATE OF KS

COUNTY OF SG

§  
§  
§

This instrument was acknowledged before me on 8/4, 2017, by ROD PHARES  
President of Great Plains, a Kansas Corporation on behalf  
of said Corporation Petroleum

[Signature]

Notary Public  
Printed Name: Cindy Patton-Smith  
My Commission Expires: 4/20/2018



LOT 40728

**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  
Great Plains Petroleum, Inc., as Assignee.

**Leases**

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901*KS010408-000	SCOTT UNRUH, A SINGLE MAN	BASIN LAND COMPANY	10/7/2011	83	74	KS	GRAY	0265-029W-017	T265-R29W: SEC 17: ALL
901*KS001354-000	FARREL L BLEUMER AND MARY ELLEN BLEUMER	COTTRELL LAND SERVICES, LLC	1/15/2010	78 / 88 / 94	67 / 379 / 491	KS	GRAY	0265-029W-018	T265-R29W: SEC 18: LOT 3 (36.91), LOT 4 (36.97), E/2SW/4
901*KS009334-000	CARLEY A HAZELTON	BASIN LAND COMPANY	1/3/2012	86	195	KS	GRAY	0265-029W-018	T265-R29W: SEC 18: SE/4
901*KS012214-000	PEGGY ELLIOTT	HAGGARD LAND COMPANY	7/16/2012	90	190	KS	GRAY	0265-029W-018	T265-R29W: SEC 18: SE/4
901*KS012215-000	TERRY MAESTAS	HAGGARD LAND COMPANY	7/16/2012	90	7	KS	GRAY	0265-029W-018	T265-R29W: SEC 18: SE/4
901*KS012216-000	TOM DUNNING	HAGGARD LAND COMPANY	7/16/2012	90	169	KS	GRAY	0265-029W-018	T265-R29W: SEC 18: SE/4
901*KS012217-000	DIANA AND WARREN CROFT	HAGGARD LAND COMPANY	7/16/2012	90	192	KS	GRAY	0265-029W-018	T265-R29W: SEC 18: SE/4
901*KS012218-000	JUDY AND DAVID CROSS	HAGGARD LAND COMPANY	7/16/2012	90	197	KS	GRAY	0265-029W-018	T265-R29W: SEC 18: SE/4
901*KS001355-000	BLEUMER FARMS, INC	COTTRELL LAND SERVICES, LLC	1/15/2010	78 / 88 / 94	64 / 147 / 464	KS	GRAY	0265-029W-019	T265-R29W: SEC 19: SE/4
901*KS001356-000	BLEUMER FARMS, INC	COTTRELL LAND SERVICES, LLC	1/15/2010	78 / 88 / 94	61 / 144 / 455	KS	GRAY	0265-029W-019	T265-R29W: SEC 19: NE/4
901*KS001357-000	BLEUMER FARMS, INC	COTTRELL LAND SERVICES, LLC	1/15/2010	78 / 88 / 94	58 / 141 / 475	KS	GRAY	0265-029W-019	T265-R29W: SEC 19: LOT 3 (37.15), LOT 4 (37.21), E/2SW/4
901*KS001358-000	BLEUMER FARMS, INC, A KANSAS CORPORATION	COTTRELL LAND SERVICES, LLC	1/15/2010	78 / 92 / 94	55 / 328 / 458	KS	GRAY	0265-029W-019	T265-R29W: SEC 19: LOT 1 (37.03), LOT 2 (37.09), E/2 NW/4
901*KS001374-000	RODNEY AND GLENDA TOEWS TRUST; UNDER AGREEMENT DTD 1/12/05	MULL DRILLING COMPANY, INC	2/17/2011	79 / 89 / 94	371 / 75 / 470	KS	GRAY	0265-029W-021	T265-R29W: SEC 21: ALL
901*KS007087-000	DENNIS AND HOPE RENEE MINET	BASIN LAND COMPANY	8/23/2011	81	8	KS	GRAY	0265-029W-028	T265-R29W: SEC 28: SW/4 AND NW/4
901*KS007087-000	DENNIS AND HOPE RENEE MINET	BASIN LAND COMPANY	8/23/2011	81	8	KS	GRAY	0265-029W-028	T265-R29W: SEC 28: SE/4
901*KS007087-000	DENNIS AND HOPE RENEE MINET	BASIN LAND COMPANY	8/23/2011	81	8	KS	GRAY	0265-029W-033	T265-R29W: SEC 33: ALL
901*KS007087-000	DENNIS AND HOPE RENEE MINET	BASIN LAND COMPANY	8/23/2011	81	8	KS	GRAY	0275-029W-004	T275-R29W: SEC 04: N/2 ADA LOTS 1 AND 2 AND S/2NE/4 AND LOTS 3 AND 4 AND S/2NW/4 L/E A 10 AC TRACT OF LAND BETTER DESCRIBED BY METES AND BOUNDS
901*KS001688-000	BETHEL HOME, INC.	JAMES W. SPELLMAN	9/15/1990	61	282	KS	GRAY	0275-029W-034	T275-R29W: SEC 34: NW/4
901*KS001656-000	MORRIS A. KAY A/K/A MORRIS KAY	ARENA RESOURCES INC	1/20/2004	69	480	KS	GRAY	0275-030W-019	T275-R30W: SEC 19: SE/4
901*KS001692-000	GARETSON BROTHERS	FRONTIER LAND CORP.	10/13/2000	68	335	KS	GRAY	0275-030W-019	T275-R30W: SEC 19: LOTS 3, 4, AND E/2 SW/4
901*KS001657-000	DALE E. AND CAROL P. SCHMIDT	ARENA RESOURCES INC	2/14/2005	70	25	KS	GRAY	0275-030W-028	T275-R30W: SEC 28: SW/4
901*KS001659-000	ELDON P. AND MAXINE R. SCHMIDT, HUSBAND AND WIFE	ARENA RESOURCES INC	2/15/2005	70	17	KS	GRAY	0275-030W-029	T275-R30W: SEC 29: NW/4
901*KS002127-000	ELDON P AND MAXINE R SCHMIDT, HUSBAND AND WIFE AND DALE E AND CAROL P SCHMIDT, HUSBAND AND WIFE	ARENA RESOURCES INC	2/14/2005	70	13	KS	GRAY	0275-030W-029	T275-R30W: SEC 29: SW/4
901*KS002128-000	ELDON P AND MAXINE R SCHMIDT, HUSBAND AND WIFE	ARENA RESOURCES INC	2/14/2005	70	21	KS	GRAY	0275-030W-029	T275-R30W: SEC 29: SE/4
901*KS001658-000	ELDON P. AND MAXINE R. SCHMIDT	CONCHO LAND CO., LLC	4/12/2004	69	486	KS	GRAY	0275-030W-030	T275-R30W: SEC 30: NE/4; LESS AND EXCEPT A TRACT OF LAND IN THE NE/4 DESCRIBED AS COMMENCING AT THE NE CORNER OF SEC 30-275-30W, THENCE SOUTH ALONG THE EAST LINE OF SAID SEC 20, A DISTANCE OF 1,142.6' TO THE POINT OF BEGINNING; THENCE WEST AT 90 DEGREES A DISTANCE OF 342'; THENCE SOUTH AT 90 DEGREES A DISTANCE OF 362'; THENCE EAST AT 90 DEGREES A DISTANCE 342' TO THE SECTION LINE; THENCE NORTH ALONG THE EAST LINE OF SAID SEC 30, A DISTANCE OF 362' TO THE POINT OF BEGINNING.

## 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  
Great Plains Petroleum, Inc., as Assignee.

## Leases

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901*KS001660-000	CHESTER REXFORD	ARENA RESOURCES INC	12/15/2003	69	484	KS	GRAY	0275-030W-030	T275-R30W: SEC 30: LOT 3 & LOT 4 & E/2 SW/4 (A/D/A SW/4), LESS AND EXCEPT A TRACT OF LAND IN THE SE CORNER OF SAID SW/4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF THE SAID SW/4-30-275-30W; THENCE NORTH ON THE EAST LINE OF SAID SW/4-30 AD ISTANCE OF 475'; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SW/4-30 A DISTANCE OF 575'; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SW/4-30 A DISTANCE OF 475' TO THE SOUTH LINE OF SAID SW/4-30 A DISTANCE OF 575' TO THE POINT OF BEGINNING.
901*KS001661-000	GERALD D. AND HELEN A. HORNBAKER	ARENA RESOURCES INC	1/27/2004	69	563	KS	GRAY	0275-030W-030	T275-R30W: SEC 30: SE/4
901*KS001678-000	GERALD NICHOLS AND LOIS NICHOLS, HUSBAND AND WIFE, AS JOINT TENANTS	ARENA RESOURCES INC.	5/19/2004	69	513	KS	GRAY	0275-030W-030	T275-R30W: SEC 30: A TRACT OF LAND IN THE NE/4 DESCRIBED AS COMMENCING AT THE NE CORNER OF SEC 30-275-30W, THENCE SOUTH ALONG THE EAST LINE OF SAID SEC 20, A DISTANCE OF 1,142.6' TO THE POINT OF BEGINNING; THENCE WEST AT 90 DEGREES A DISTANCE OF 342'; THENCE SOUTH AT 90 DEGREES A DISTANCE OF 362'; THENCE EAST AT 90 DEGREES A DISTANCE 342' TO THE SECTION LINE; THENCE NORTH ALONG THE EAST LINE OF SAID SEC 30, A DISTANCE OF 362' TO THE POINT OF BEGINNING
901*KS001690-000	GERALDINE SCHMIDT KOEHN AND EARL KOEHN	CONCHO LAND CO, LLC	4/12/2004	69	490	KS	GRAY	0275-030W-030	T275-R30W: SEC 30: NE/4, LESS AND EXCEPT A TRACT OF LAND IN THE NE/4 DESCRIBED AS COMMENCING AT THE NE CORNER OF SEC 30-275-30W, THENCE SOUTH ALONG THE EAST LINE OF SAID SEC 20, A DISTANCE OF 1,142.6' TO THE POINT OF BEGINNING; THENCE WEST AT 90 DEGREES A DISTANCE OF 342'; THENCE SOUTH AT 90 DEGREES A DISTANCE OF 362'; THENCE EAST AT 90 DEGREES A DISTANCE 342' TO THE SECTION LINE; THENCE NORTH ALONG THE EAST LINE OF SAID SEC 30, A DISTANCE OF 362' TO THE POINT OF BEGINNING.
901*KS001691-000	CDK, L.C., LLC	CONCHO LAND CO. LLC	11/3/2000	68	429	KS	GRAY	0275-030W-030	T275-R30W: SEC 30: LOTS 1, 2, AND E/2 NW/4
901*KS002133-000	WILLIAM M AND ADELIN E BECK, JR, HUSBAND AND WIFE	ARENA RESOURCES INC	2/14/2005	70	29	KS	GRAY	0275-030W-031	T275-R30W: SEC 31: W/2
901*KS002134-000	FRANKLIN D. HORNBAKER, A SINGLE PERSON,	ARENA RESOURCES INC	2/14/2005	70	41	KS	GRAY	0275-030W-031	T275-R30W: SEC 31: NE/4
901*KS002135-000	LAURA J AND VERNON PAGE, HER HUSBAND	ARENA RESOURCES INC	2/14/2005	70	32	KS	GRAY	0275-030W-031	T275-R30W: SEC 31: NE/4
901*KS002136-000	JOHN B. UNRUH, CHALRES K. WILEY AND CLAYTON FERGUSON, AS CO-TRUSTEES OF THE CLAUDE AND DONALDA STAUTH FOUNDNATION	ARENA RESOURCES INC	3/22/2005	70	53	KS	GRAY	0275-030W-031	T275-R30W: SEC 31: SE/4
901*KS002137-000	JANETTIE LEE FIEF AND ARTHUR FIEF, HER HUSBAND	ARENA RESOURCES INC	2/14/2005	70	38	KS	GRAY	0275-030W-031	T275-R30W: SEC 31: NE/4
901*KS002606-000	JACK B. HORNBAKER AND ROBERTA A. HORNBAKER, HUSBAND AND WIFE	ARENA RESOURCES INC	2/14/2005	70	35	KS	GRAY	0275-030W-031	T275-R30W: SEC 31: NE/4
901*KS002129-000	WILFERD NICHOLS AND JACALYN NICHOLS, HUSBAND AND WIFE	ARENA RESOURCES INC	4/25/2005	70	72	KS	GRAY	0275-030W-032	T275-R30W: SEC 32: NW/4
901*KS002130-000	THE CLAUDE AND DONALDA STAUTH FOUNDATION JOHN B UNRUH, CHARLES K WILEY AND CLAYTON FERGUSON, AS CO-TRUSTEES	ARENA RESOURCES INC	3/22/2005	70	58	KS	GRAY	0275-030W-032	T275-R30W: SEC 32: SW/4 1/E THE E 82.5' THEREOF.
901*KS002131-000	GARY L AND VERNICE F JANTZ, HUSBAND AND WIFE	ARENA RESOURCES INC	3/24/2005	70	63	KS	GRAY	0275-030W-032	T275-R30W: SEC 32: SE/4 & E 82.50' OF THE SW/4

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  
Great Plains Petroleum, Inc., as Assignee.

Leases

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC
901*KS002132-000	THE HENRY AND DELLA SCHMIDT TRUST DATED DECEMBER 8, 1998 HENRY J AND DELLA J SCHMIDT, TRUSTEES	ARENA RESOURCES INC	3/22/2005	70	48	KS	GRAY	0275-030W-032	T275-R30W: SEC 32: NE/4
901*KS001693-000	HARRY AND DELORES BUNNELL TRUST OF 1997, U/T/A DATED JANUARY 9, 1997	FRONTIER LAND CORP.	6/30/2000	153	294	KS	HASKELL	0275-031W-024	T275-R31W: SEC 24: SE/4
901*KS001694-000	THE INDENTURE OF TRUST OF MARVIN KOEHN, DATED MAY 12, 1981	FRONTIER LAND CORP.	9/28/2000	153	299	KS	HASKELL	0275-031W-025	T275-R31W: SEC 25: NE/4, LESS A TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE SE/4 OF THE NE/4 OF SECTION 25-27S-31W, THENCE NORTH 280 FEET, THENCE WEST 467 FEET, THENCE SOUTH 280 FEET, THENCE EAST TO THE POINT OF BEGINNING, CONTAINING 3 ACRES, MORE OR LESS

END OF EXHIBIT A

**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  
GREAT PLAINS PETROLEUM, as Assignee.**

**Wells**

<b>Well Name</b>	<b>Corp ID</b>	<b>API</b>	<b>County</b>	<b>ST</b>	<b>Surf Loc</b>
BENJAMIN SWD 2629 2-19	121728	15069203760000	GRAY	KS	19-26S-29W
BETHEL HOME 2729 1-34	125774	15069202390000	GRAY	KS	34-27S-29W
BLEUMER 2629 1-19H	121713	15069203730000	GRAY	KS	19-26S-29W
BLEUMER 2629 3-19H	124891	15069204230000	GRAY	KS	19-26S-29W
BLEUMER 2630 1-13H	124496	15069204000000	GRAY	KS	13-26S-30W
HORNBAKER 1-30	108417	15069202870000	GRAY	KS	30-27S-30W
HORNBAKER 1-31	108418	15069202860000	GRAY	KS	31-27S-30W
ISABEL SWD 1-22	121729	15069204010000	GRAY	KS	22-27S-29W
KAY 1-19	108459	15069202900000	GRAY	KS	19-27S-30W
KOEHN 1	108475	15081214430000	HASKELL	KS	25-27S-31W
NICHOLS 1-32	108840	15069202890000	GRAY	KS	32-27S-30W
REXFORD 1-30	109080	15069202760000	GRAY	KS	30-27S-30W
SCHMIDT 1-29	109090	15069202850000	GRAY	KS	29-27S-30W
SCHMIDT 1-30	109091	15069202810000	GRAY	KS	30-27S-30W
SCHMIDT 2-29	109092	15069202880000	GRAY	KS	29-27S-30W
TOEWS 2629 1-21H	121744	15069203780000	GRAY	KS	21-26S-29W
TOEWS 2629 1-28H	124095	15069203920000	GRAY	KS	28-26S-29W
TOEWS 2629 2-21H	124684	15069204160000	GRAY	KS	21-26S-29W
UNRUH 2629 1-17H	124049	15069203870000	GRAY	KS	17-26S-29W
UNRUH 2629 2-17H	124811	15069204130000	GRAY	KS	17-26S-29W