



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: _____

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

_____ 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 _____ |
|----------------|-----------|------------------|-----------|



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:

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 1ST 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

| Well Name | Corp ID | API | County | ST | Surf Loc |
|------------------------|----------------|----------------|---------------|-----------|-----------------|
| 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 |