

Kansas Corporation Commission Oil & Gas Conservation Division Form T-1 July 2014 Form must be Typed Form must be Signed All blanks must be Filled

REQUEST FOR CHANGE OF OPERATOR TRANSFER OF INJECTION OR SURFACE PIT PERMIT

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Check Applicable Boxes:	MUST be submitted with this form.	
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:	
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:	
Gas Gathering System:		
Saltwater Disposal Well - Permit No.:		
Spot Location: feet from N /	Legal Description of Lease.	[_] E [_] W
Enhanced Recovery Project Permit No.:		
Entire Project: Yes No	County:	
Number of Injection Wells **	,	
Field Name:	Production Zone(s):	
** Side Two Must Be Completed.	Injection Zone(s):	
Surface Pit Permit No.: (API No. if Drill Pit, WO or H. Type of Pit: Emergency Burn	feet from N / S Line of feet from E / W Line of Settling Haul-Off Workover Drilling	
Past Operator's License No.	Contact Person:	
Past Operator's Name & Address:		
	Date:	
Title:		
New Operator's License No.	Contact Person:	
New Operator's Name & Address:	Phone:	
	Oil / Gas Purchaser:	
	 Date:	
		
	nsfer of injection authorization, surface pit permit #nsas Corporation Commission. This acknowledgment of transfer pertains to hip interest in the above injection well(s) or pit permit.	
is a	sknowledged as	is acknowledged as
the new operator and may continue to inject fluids a	authorized by the new operator of the above named lease contain	ining the surface pi
Permit No.: Recommended action:	permitted by No.:	
Date:		
Authorized Signature	Authorized Signature	gnature
DISTRICT EPR	PRODUCTION UIC	





Must Be Filed For All Wells

* Lease Name: _			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle</i> FSL/FNL	Circle FEL/FWL		
		FSL/FNL	FEL/FWL		_
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
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		FSL/FNL	FEL/FWL		
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			FEL/FWL		
			FEL/FWL		
			FEL/FWL		

A separate sheet may be attached if necessary

KDOR Lease No.:

^{*} When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.



Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1 July 2014 Form Must Be Typed Form must be Signed

All blanks must be Filled

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed:	(Cathodic Protection Borehole Intent)
OPERATOR: License #	Well Location:
Name:	
Address 1:	
Address 2:	·
City: State: Zip:+	
Contact Person:	the lease below:
Phone: () Fax: ()	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	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
Address 2:	and the second testing and the second and the second and the second seco
City: State: Zip:+	
the KCC with a plat showing the predicted locations of lease roads, tale are preliminary non-binding estimates. The locations may be entered	nodic Protection Borehole Intent), you must supply the surface owners and nk batteries, pipelines, and electrical lines. The locations shown on the plat on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
Select one of the following:	
owner(s) of the land upon which the subject well is or will be	Act (House Bill 2032), I have provided the following to the surface located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.
KCC will be required to send this information to the surface of	acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this as of the surface owner by filling out the top section of this form and e KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handlin form and the associated Form C-1, Form CB-1, Form T-1, or Form CF	ng fee with this form. If the fee is not received with this form, the KSONA-1P-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



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:



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	ELK ENERGY HOLDI	NGS , an	KANSAS, LLC
	("Assignee"),	having a	an address of
10500 E BERKELEY SQ PKWY SIE 200, WICHIIA	KS* and SandRidge	Exploration a	nd Production, LLC, a
Delaware limited liability company ("Assign			
Oklahoma City, Oklahoma 73102. Assigr	nee and Assignor are	collectively re	eferred to herein as the
"Parties" and sometimes individually referre	ed to herein as a "Pari	ty." This Assig	nment 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. <u>Assignment</u>. 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 <u>Exhibit A</u> 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 <u>Section 1</u> are bound or (ii) that primarily relate to the assets and properties described in this <u>Section 1</u> 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 <u>Section 1</u> (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.
- Disclaimers. NOTWITHSTANDING ANYTHING CONTAINED IN ASSIGNMENT, IT IS THE EXPLICIT INTENT AND UNDERSTANDING OF EACH OF THE THAT NONE OF ASSIGNOR, ITS AFFILIATES, CONTRACTORS 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 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 THATTHE 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. <u>Successors and Assigns</u>. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.
- 11. <u>Counterparts</u>. 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:
STATE OF OKLAHOMA	§ §
COUNTY OF OKLAHOMA	§
Lance Galvin, SUP	acknowledged before me on, 2017, by of SandRidge Exploration and Production, LLC, a Delaware If of said limited liability company.
BARBARA S. GUSKIN SEAL Notary Public State of Oklahoma Commission # 09007061 Expires 08/24/1	Notary Public Printed Name: Bavhava 5. 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: /	Anne Kunn	
Name:	Thomas C. Knows	
Title:	CKD	

COUNTY OF Sedgyrick

This instrument was acknowledged before me on July 25, 2017, by Thomas C. Knowless of said Company

Notary Public

Anaeia Én

Angela Engels NOTARY PUBLIC STATE OF KANSAS My Appt. Exp. 05-31-19

My Commission Expires: 5

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

901*KS010763-000	901*KS010003-000 V	901*KS009359-000 V	901*KS006322-000 J	901~K5006321-000 P	901*KS006320-000 L		901*KS001306-000 C	901*KS010763-000 F	901*KS010763-000	901*KS010763-000	901*KS010763-000 H	901*KS010763-000 F	-		_	=	901*KS010508-000 C	901*KS010763-000 1	901*KS010763-000 H		901*KS015807-000 C	-	901*KS015800-000 N	-		901*KS015784-000 H		901*KS015400-000 S		901*KS015399-000 J		901*KS015398-000 \	LEASE NO
901*KS010763-000 HARSHBERGER LAND, LLC	WEDDLE FARMS, INC, TERRY WEDDLE, PRESIDENT	WP, LLC, GARY D ROTH AND JOANN B ROTH, OWNERS	JEANETTE L BESTHORN, A SINGLE PERSON	PARTNERSHIP	LT AND SHARON F WEDDLE, HUSBAND AND		GRACE KATHLEEN NEWELL, AS TRUSTEE OF	901*KS010763-000 HARSHBERGER LAND, LLC	901*KS010763-000 HARSHBERGER LAND, LLC	HARSHBERGER LAND, LLC		HARSHBERGER LAND, LLC	ROONEY, III	CONSERVATORS FOR GEORGE BERNARD	ROONEY AND GEORGE B ROONEY, IV AS CO-	ROONEY, HUSBAND AND WIFE, GAY D	GEORGE BERNARD ROONEY, III AND GAY D	901*KS010763-000 HARSHBERGER LAND, LLC	HARSHBERGER LAND, LLC	AND WIFE	GLENN SHEAN AND JOVITA SHEAN, HUSBAND SANDRIDGE EXPLORATION AND	HUSBAND AND WIFE	MICHAEL W SHEAN AND MONICA HALLING,	PARTNERS		H AND H INVESTMENTS, DONALD D HEILAND	WIFE AND HUSBAND	SHARON DROSTE AND CHESTER DROSTE,		JANELL IGNASZAK, A WIDOW		901*KS015398-000 VERL SHEAN, AN UNMARRIED MAN	LESSOR
SULLIVAN LAND RESOURCES, INC	SCO-JO LAND RESOURCES, INC	SCO-JO LAND RESOURCES, INC	SULLIVAN LAND RESOURCES, INC	SULLIVAN LAND RESOURCES, INC	SULLIVAN LAND RESOURCES, INC		J FRED HAMBRIGHT INC	SULLIVAN LAND RESOURCES, INC	SULLIVAN LAND RESOURCES, INC	SULLIVAN LAND RESOURCES, INC	SULLIVAN LAND RESOURCES, INC	SULLIVAN LAND RESOURCES, INC					SCO-JO LAND RESOURCES, INC	SULLIVAN LAND RESOURCES, INC	SULLIVAN LAND RESOURCES, INC	PRODUCTION, LLC	SANDRIDGE EXPLORATION AND	PRODUCTION, LLC	SANDRIDGE EXPLORATION AND		PRODUCTION, LLC	SANDRIDGE EXPLORATION AND	PRODUCTION, LLC	SANDRIDGE EXPLORATION AND	PRODUCTION, LLC	SANDRIDGE EXPLORATION AND	PRODUCTION, LLC	SANDRIDGE EXPLORATION AND	LESSEE
10/28/2011	2/15/2012	2/17/2012	8/11/2011	8/3/2011	8/11/2011		9/13/2005	10/28/2011	10/28/2011	10/28/2011	10/28/2011	10/28/2011					3/7/2012	10/28/2011	10/28/2011		9/29/2014		10/24/2014		3	11/8/2014		9/29/2014		9/29/2014		9/29/2014	LEASE DATE
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029S-024W-019	029S-024W-019	029S-024W-019	029S-024W-019	0295-024W-019	0295-024W-019		029S-024W-019	028S-026W-001	028S-026W-001	0285-026W-001	028S-026W-001	0285-024W-035					0285-024W-035	027S-025W-023	0275-025W-009		026S-021W-031		026S-021W-031			0265-021W-031		0265-021W-031		026S-021W-031		0265-021W-031	LEGAL
T29S-R24W: SEC 19: NE/4	T295-R24W: SEC 19: NW/4	T295-R24W: SEC 19; NW/4	029S-024W-019 T29S-R24W: SEC 19: SE/4	T29S-R24W: SEC 19: SE/4	T29S-R24W: SEC 19: SE/4	ACRES: LOT 3 (38.40 AC), LOT 4 (38.48), E/2SW/4 A/D/A SW/4	T29S-R24W: SEC 19: CONTAINING 156.88	028S-026W-001 T28S-R26W: SEC 1: SW/4 NE/4	0285-026W-001 T285-R26W: SEC 1: SE/4 NW/4	T28S-R26W: SEC 1: LOT 6 (39.57 AC) ADA	T28S-R26W: SEC 1: LOT 5 (39.75 AC) ADA	T28S-R24W: SEC 35: NW/4					T285-R24W: SEC 35: 5/2	T27S-R25W: SEC 23: SE/4 LESS A 3-ACRE	T27S-R25W: SEC 9: E/2	LOT 2 (36.08 ACS) AND THE E/2 NW/4	T26S-R21W: SEC 31: LOT 1 (36.02 ACS),	TRACT DESCRIBED AS THE NE/4 NE/4 NE/4	T26S-R21W: SEC 31: NE/4, L/E A 10 AC		,	T26S-R21W: SEC 31: E/2 SE/4	LOT 2 (36.08 ACS) AND THE E/2 NW/4	T26S-R21W: SEC 31: LOT 1 (36.02 ACS),	LOT 2 (36.08 ACS) AND THE E/2 NW/4	T26S-RZ1W: SEC 31: LOT 1 (36.02 ACS),	LOT 2 (36.08 ACS) AND THE E/2 NW/4	T26S-RZ1W: SEC 31: LOT 1 (36.02 ACS),	LEGAL DESC

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

901*KS010763-000	art Mancroctance		901*KS001284-000	901*KS007686-000	901*KS007676-000	901*KS001287-000	901*KS001287-000		901*KS010763-000	901*KS007686-000	901*KS011794-000	901*KS001299-000	901*KS001299-000	901*KS001285-000	901*KS001285-000	901*KS001299-000	901*KS001285-000	LEASE NO
901*KS010763-000 HARSHBERGER LAND, LLC	NOONEY, IV, AS CO-CONSERVATORS FOR GEORGE BERNARD ROONEY, III, A/K/A GEORGE BERNARD ROONEY, III, A/K/A OF GEORGE B ROONEY, III; GAY ROONEY, WIFE	RETL	901*KS001284-000 ARTHUR ROBBINS AND VALIE P ROBBINS, HW J FRED HAMBRIGHT INC		SINGLE PERSON	MARGARET L DOUGLAS, FKA MARGARET L HARSHBERGER, A WIDOW	MARGARET L DOUGLAS, FKA MARGARET L HARSHBERGER, A WIDOW		901*KS010763-000 HARSHBERGER LAND, LLC	KENNETH AND LISA HARSHBERGER	DEAN L BEEBE, AS TRUSTEE OF THE DEAN L AND CARMA LEE BEEBE TRUST DATED FEBRUARY 7, 2002	CAROLYN J GREENE AND RICHARD L GREENE, J FRED HAMBRIGHT INC	CAROLYN J GREENE AND RICHARD L GREENE, WIFE AND HUSBAND	ROBERT L MAIN AND MEREDITH D MAIN, TRUSTEES OF THE ROBERT L MAIN AND MEREDITH D MAIN REVOCABLE LIVING TRUST DTD 9/11/02	ROBERT L MAIN AND MEREDITH D MAIN, TRUSTEES OF THE ROBERT L MAIN AND MEREDITH D MAIN REVOCABLE LIVING TRUST DTD 9/11/02	CAROLYN J GREENE AND RICHARD L GREENE, J FRED HAMBRIGHT INC	ROBERT L MAIN AND MEREDITH D MAIN, TRUSTEES OF THE ROBERT L MAIN AND MEREDITH D MAIN REVOCABLE LIVING TRUST DTD 9/11/02	
SULLIVAN LAND RESOURCES, INC	I FRED AMMERICAL INC	J FRED HAMBRIGHT INC	J FRED HAMBRIGHT INC	SULLIVAN LAND RESOURCES, INC	SULLIVAN LAND RESOURCES, INC	J FRED HAMBRIGHT INC	J FRED HAMBRIGHT INC	J FRED HAMBRIGHT INC	SULLIVAN LAND RESOURCES, INC	SULLIVAN LAND RÉSOURCES, INC	SCO-JO LAND RESOURCES, INC	J FRED HAMBRIGHT INC	J FRED HAMBRIGHT INC	J FRED HAMBRIGHT INC	J FRED HÅMBRIGHT INC	J FRED HAMBRIGHT INC	J FRED HAMBRIGHT INC	LESSEE
10/28/2011		11/12/2009	11/16/2009	10/24/2011	11/1/2011	12/2/2009	12/2/2009	12/4/2009	10/28/2011	10/24/2011	9/17/2012	2/7/2010	2/7/2010	2/12/2010	2/12/2010	2/7/2010	2/12/2010	LEASE DATE
ω	123/1//	55/7/8/8 66/175/	55 .	3	ω	55/7/9	55/7/9	55/7/9	w	a	7	55	55	55	SS	55	55	воок
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029S-025W-013		029S-025W-013	029S-02SW-013	029S-025W-011	029S-025W-011	0295-025W-011	0295-025W-011	029S-025W-011	029S-025W-006	0295-025W-002	0295-024W-030	0295-024W-030	029S-024W-030	0295-024W-030	029S-024W-030	029S-024W-029	029S-024W-029	LEGAL
029S-025W-013 T29S-R25W; SEC 13: SE/4	1 255-K25W: SEC 13: 5W/4 LESS A 10 AC TRACT BEGINNING 65' E OF THE NW CORNER	T29S-R25W: SEC 13: NW/4	029S-025W-013 T295-R25W: SEC 13: NE/4	029S-025W-011 T29S-R25W: SEC 11: N/2 NE/4 & NW/4	029S-025W-011 T29S-R25W: SEC 11: N/2 NE/4 & NW/4	029S-025W-011 T29S-R25W: SEC 11; SE/4	T29S-R25W: SEC 11: S/2 NE/4	029S-025W-011 T29S-R25W: SEC 11; SW/4	T29S-R25W: SEC 06: LOT 1, LOT 2, & S/2	T29S-R25W: SEC 2: W/2 SW/4	T295-R24W: SEC 30: LOT 3 (38.70 AC), LOT 4 (38.77 AC), E/2 SW/4, SE/4	T29S-R24W: SEC 30: NE/4	7295-R24W: SEC 30: LOT 1 (38.56 AC), LOT 2 (38.63 AC), E/2 NW/4	0295-024W-030 T295-R24W: SEC 30: NE/4	T295-R24W: SEC 30: LOT 1 (38.56 AC), LOT 2 (38.63 AC), E/2 NW/4	T29S-R24W: SEC 29: NW/4	T295-R24W: SEC 29: NW/4	1

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 NO	LESSOR	LESSEE	LEASE DATE	ВООК	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		192			029S-025W-014	029S-025W-014 T29S-R25W: SEC 14: N/2 SW/4, SE/4 SW/4
901*KS010064-000	B	SCO-JO LAND RESOURCES, INC	3/7/2012	U	192	ΧS	FORD	029S-025W-014	T29S-R25W: SEC 14: SE/4
901*K5010508-000	ID GAY D AY D , IV AS CO- (NARD	SCO-JO LAND RESOURCES, INC	3/7/2012	თ	119	KS	FORD	0295-025W-014	0295-025W-014 T295-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	. X	FORD	029S-025W-015	T295-R25W: SEC 15: N/2 SE/4
901*KS010318-000	THE THEIS DECEMBER	SCO-JO LAND RESOURCES, INC	3/7/2012	5	188	S	FORD	029S-025W-01S	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	T295-R25W: SEC 16: SW/4
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	3	69			029S-025W-017	029S-025W-017 T29S-R25W: SEC 17: S/2
901*KS010763-000	HARSHBERGER LAND, LLC	SULLIVAN LAND RESOURCES, INC	10/28/2011	ω	69	KS	FORD	029S-025W-021	029S-025W-021 T29S-R25W: SEC 21: SE/4
901~85009385-000	DANIELS FARMLAND TRUST	SCO-JO LAND RESOURCES, INC	2/9/2012	ហ	221	S	FORD	029S-025W-022	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 F MESCHRERGER HER HI KRAND	J FRED HAMBRIGHT INC	11/12/2009	55 / 7 / 7 / 9 71 / 171 / / 9 167 / 664	71 / 171 / 167 / 664 /	G	FORD	029S-025W-023	029\$-025W-023 1295-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	S	FORD	0295-025W-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 INDENTURE, EXECUTED APRIL 5, 1991	SCO-JO LAND RESOURCES, INC	12/29/2011	4	193	KS	FORD	029S-025W-023	T295-R25W: SEC 23: 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-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	տ	188	KS	FORD	029S-025W-023	0295-025W-023 T295-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	17	552	KS	FORD	029S-025W-023	T295-R25W: SEC 23: E/2 NE/4

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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

901*KS010763-000 HARSHBERGER LAND, LLC	901*KS010763-000 HARSH	901*KS010763-000 HARSH	901*KS010763-000 HARSH		901*KS009385-000 PAUL F			901*KS010763-000 HARSH	901*KS010763-000 HARSH	901*KS010064-000 STAGE ROONI	901*KS009492-000 SHANNO WOMAN		901*KS009385-000 PAUL F	AND A	EFFIE !	TRIIST		_	901*KS008545-000 VALIE	2004	REVOC	TRUST	901*KS007703-000 DALE 1	WIFE 1	HAROL	901*KS007698-000 VICKI N	OF GE	GEORG	GEORG		901*KS001305-000 GAY R	LEASE NO
BERGER LAND, LLC	HARSHBERGER LAND, LLC	HARSHBERGER LAND, LLC	HARSHBERGER LAND, LLC	DANIELS FARMLAND TRUST	PAUL R DANIELS, AS TRUSTEE OF THE	ROONEY, HUSBAND AND WIFE	MICHAEL N ROONEY AND CATHERINE A	HARSHBERGER LAND, LLC	HARSHBERGER LAND, LLC	STAGECOACH FARMS, LLC, GEORGE B ROONEY IV, MANAGING MEMBER	SHANNON LOUISE ROONEY, AN UNMARRIED SCO-JO LAND RESOURCES, INC. WOMAN	DANIELS FARMLAND TRUST	PAUL R DANIELS, AS TRUSTEE OF THE	AND AMENDED 11/30/95	EFFIE M KOPPES REV TRUST DTD 4/28/1988	TRUSTEES OF THE CLINTON C KORRES AND	HARSHBERGER LAND, LLC	WIFE AND HOSBAND	VALIE P ROBBINS AND ARTHUR W ROBBINS,		REVOCABLE TRUST DATED DECEMBER 1,	TRUSTEES OF THE DALE L NEWELL	DALE L NEWELL AND MARSHA K NEWELL,	WIFE AND HUSBAND	HAROLD GENE MARKS, A/K/A GENE MARKS,	VICKI MARKS, A/K/A VICKI L MARKS AND AND SULLIVAN LAND RESOURCES, INC	OF GEORGE BERNARD ROONEY, III	GEORGE B ROONEY, III; GAY ROONEY, WIFE	GEORGE BERNARD ROONEY, III, A/K/A	ROONEY, IV, AS CO-CONSERVATORS FOR	GAY ROONEY AND GEORGE BERNARD	LESSON
SULLIVAN LAND RESOURCES, INC	SULLIVAN LAND RESOURCES, INC	SULLIVAN LAND RESOURCES, INC	SULLIVAN LAND RESOURCES, INC		SCO-JO LAND RESOURCES, INC		SCO-JO LAND RESOURCES, INC	SULLIVAN LAND RESOURCES, INC	SULLIVAN LAND RESOURCES, INC	SCO-JO LAND RESOURCES, INC	SCO-JO LAND RESOURCES, INC		SCO-JO LAND RESOURCES, INC			FRED HAIVIBRIGHT INC	SULLIVAN LAND RESOURCES, INC		SCO-JO LAND RESOURCES, INC				SULLIVAN LAND RESOURCES, INC			SULLIVAN LAND RESOURCES, INC					J FRED HAMBRIGHT INC	LLOGER
10/28/2011	10/28/2011	10/28/2011	10/28/2011		2/9/2012	of of some	3/7/2012	10/28/2011	10/28/2011	3/7/2012	3/7/2012		2/9/2012			5007/5/21	10/28/2011		1/4/2012				10/28/2011			9/7/2011					2/28/2008	
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FORD	FORD	FORD	FORD		FORD	i i	FORD	FORD	FORD	FORD	FORD		FORD			TORU	FORD		FORD				FORD			FORD					FORD	
029S-026W-002	029S-026W-002	029S-026W-002	029S-025W-027		0295-025W-027		029S-025W-026	029S-025W-026	029S-025W-026	0295-025W-026	029S-025W-026		029S-025W-026		*	020-02504-026	0295-025W-024		0295-025W-024				029S-025W-024			029S-025W-024					029S-025W-024	-
T29S-R26W: SEC 2: SE/4	T29S-R26W: SEC 2: SW/4	T29S-R26W: SEC 2: LOT 3, LOT 4, & S/2	T29S-R25W: SEC 27: SE/4 .		T29S-R25W: SEC 27: NE/4				T29S-R25W: SEC 26: W/2 W/2 SE/4	0295-025W-026 T295-R25W: SEC 26: SE/4 SE/4	T29S-R25W: SEC 26: NE/4 SE/4		T29S-R25W: SEC 26: NW/4			1295-R25W: SEC 26: NE/4	129S-R25W: SEC 24: SW/4	1_	T295-R25W: SEC 24: SE/4				T29S-R25W: SEC 24: S/2 NE/4			T29S-R25W: SEC 24: N/2 NE/4					029S-025W-024 T29S-R25W: SEC 24: NW/4	The state of the state of

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901*KS010763-000 HARSHBERGER LAND, LLC	901*KS010763-000 HARSHBERGER LAND, LLC		Cr Soctor of God Control of Contr	901*KS010763-000 HARSHRERGER LAND LLC	901*KS010763-000 HARSHBERGER LAND, LLC	901*KS010763-000 HARSHBERGER LAND, LLC					,									4.5. Indiana						-			עסד איסידסעס וויאיסוימרויסרוי באיזיס' דבר
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SULLIVAN LAND RESOURCES, INC	SULLIVAN LAND RESOURCES, INC		Christian Christian Concept, 1860	SUITIVAN LAND RESOLIBORS INC	SULLIVAN LAND RESOURCES, INC	SULLIVAN LAND RESOURCES, INC																							בייייייייייייייייייייייייייייייייייייי
10/28/2011	10/28/2011		20/20/2017	10/38/3011	10/28/2011	10/28/2011																							10/10/1011
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029S-026W-033	029S-026W-021		0293-02044-013	D295_D26W_D15	029S-026W-011	029S-026W-010				12													=						0733-070AA-010
T29S-R26W: SEC 33: NE/4	T29S-R26W: SEC 21: S/2	5319'(5) & E 1688'(5) & SLY 1492'(5) &	A TRACT IN W/2 8FG SW/ COR SEC & N	_	T295-R26W: SEC 11: E/2	029S-026W-010 T29S-R26W: SEC 10: SE/4	BEARING OF NORTH 55 DEGREES 34' 25"	TO A P.I. IN SAID FENCE; THENCE ON A	DISTANCE OF 1,139 FEET, MORE OR LESS,	EAST ALONG SAID BARB WIRE FENCE FOR A	BEARING OF NORTH 3 DEGREES 30' 22"	AND A BARB WIRE FENCE; THENCE ON A	TO THE INTERSECTION OF SAID SOUTH LINE	DISTANCE OF 1,682 FEET, MORE OR LESS,	LINE OF SAID SOUTHWEST QUARTER FOR A	DEGREES 00' 00" EAST ALONG THE SOUTH	AN ASSUMED BEARING OF NORTH 90	TRUE POINT OF BEGINNING; THENCE ON	SAID SOUTHWEST CORNER BEING THE	TOWNSHIP 29 SOUTH, RANGE 26 WEST,	SOUTHWEST QUARTER OF SECTION 10,	THE SOUTHWEST CORNER OF THE	BOUNDS AS FOLLOWS: COMMENCING AT	MOR FULLY DESCRIBED BY METS AND	THE SIXTH P.M IN FORD COUNTY, KANSAS,	TOWNSHIP 29 SOUTH, RANGE 26 WEST OF	SOUTHWEST QUARTER OF SECTION 10,	ACRES: A TRACT OF LAND LOCATED IN THE	1293-KZDVV. SEC TO: CONTAINING 129.7

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

Well Name	Corp ID	API	County	ST	Surf Loc
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	K\$	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