

AMENDED AND RESTATED AGREEMENT FOR RIGHT OF WAY, EASEMENT, SURFACE USE & ACCESS

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THIS AGREEMENT made and entered into this 1st day of May, 2016, but effective for all purposes January 1, 2016 (the "Amendment Date") by and between KOHLMAN'S O.K. LIMITED PARTNERSHIP, GREGORY RAY and JANET RAY, whose address is 21536 State Highway 14, Walden, Colorado 80480 (herein collectively called "Surface Owner") and SANDRIDGE EXPLORATION AND PRODUCTION, LLC, whose address is 123 Robert S. Kerr Avenue, Oklahoma City, Oklahoma 73102 ("Operator"). Operator and Surface Owner may be referred to herein individually as a "Party", or collectively as the "Parties".

WITNESSETH, that

WHEREAS, Surface Owner has previously entered into (i) that certain Agreement for Right-of-Way, Pipeline Easement and Surface Access dated January 2, 2008 with EOG Resources, Inc. and (ii) that certain Amendment of Agreement for Right-of-Way, Pipeline Easement and Surface Access dated August 15, 2013 with EE3 LLC (collectively the "Prior Agreement"); and

WHEREAS, Surface Owner owns the surface estate of those certain tracts of land more particularly described on Exhibit A, attached hereto and made a part of this Agreement ("Said Land") located in Jackson County, State of Colorado; and,

WHEREAS, Said Land is subject to (i) that certain Oil and Gas Lease dated July 10, 2006; and (ii) that certain Oil and Gas Lease dated May 28, 2008 by and between Kohlman's OK Limited Partnership and EOG Resources, Inc. ("Leases"); and whereas, Operator has acquired the Leases previously owned by EOG Resources, Inc. and EE3 LLC.

WHEREAS, Operator wishes to use a portion of Said Land for Operator's proposed operations, in order to drill, complete, test, rework, sidetrack, re-complete, equip, operate, maintain, produce and plug and abandon one or more crude oil and/or natural gas wells and thereafter restore the surface of Said Land pursuant to the this Agreement and the Leases; and,

WHEREAS, the Parties desire to amend and restate the Prior Agreement in its entirety effective January 1, 2016 and set forth their agreement regarding the Parties' rights and obligations relative to the relationship between the use and development of Said Land by Surface Owner and Operator's operation and development of its oil and gas leasehold estate and the other matters set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements of the Parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto AGREE AS FOLLOWS:

continuing obligation and Operator shall reseed ground cover and/or control noxious weeds until areas disturbed by Operator are returned to as good a condition as existed prior to construction. If the native seed re-vegetation effort fails in whole or in part for any reason or if the location is re-disturbed with additional heavy equipment for well servicing operations creating additional impact to any Well Pad, the reclamation process will continue until such time that the site has been successfully reclaimed.

f. A site shall be successfully reclaimed when (i) two growing seasons have passed and (ii) the location has reached eighty percent cover of native species when compared to its prior condition or adjacent locations. When the location has reached this level of re-vegetation, Operator will remove the fence and the location will be re-introduced to livestock or wildlife grazing, as appropriate. If the Parties cannot agree that a site has been successfully reclaimed, then the Parties will ask the Colorado State University County Extension Office to assess the site and determine if the re-vegetated area has achieved 80% of the prior vegetative cover condition.

g. It shall further be the duty of Operator to comply with the Colorado Noxious Weed Act. Operator shall inspect and control all noxious weeds that may become established within areas used or disturbed by Operator, and those found to spread to other areas of land owned by Surface Owner as a result of Operator's operations. Operator shall inspect disturbed areas at such times as Surface Owner shall reasonably request in order to determine the growth of ground cover and or noxious weeds, and Operator shall reseed ground cover in accordance with Section 13 hereof and control noxious weeds from time to time to the extent necessary to accomplish its obligations hereunder. Operator recognizes that this shall be a continuing obligation and Operator shall reseed ground cover and/or control noxious weeds until areas disturbed by Operator until the site is successfully reclaimed as set forth in Section 13 hereof.

At any Well Pad where Operator does not discover crude oil, natural gas, or other hydrocarbons of commercial quantity and determines its well(s) to be a "dry hole," Operator shall within one year restore and reseed said area after replacing topsoil to specifications not less than that of the Bureau of Land Management (BLM).

If Operator excavates any area of the Said Land, Operator shall remove the topsoil and stockpile and replace it in conformance with COGCC Rules.

When Operator reclaims any land which was previously irrigated by Surface Owner, Operator shall, for a period of not less than three years, re-inspect such land each year between September and November to determine if additional remediation is required to return the land to its original condition. Such remediation could include additional tilling, leveling and contouring the land so as to facilitate the resumption of irrigation operations.

14. Disposal Wells. Operator shall have the right to drill, complete, construct, use, inspect, alter, operate, convert, maintain, re-enter and repair one or more wells and all facilities and appurtenances necessary to operate same including, but not limited to, gas lines, pipelines and flow lines, separators, electric lines, tanks, and all other devices, equipment and structures on the Authorized Well Pads and Facilities for the purpose of injecting water and/or natural gas and associated products from any source into the subsurface strata of Said Land through any such well, together with the right of ingress to and egress from same on, over, and across the Said Land.

Operator shall also have the right to convert any existing well located on the on any of the Authorized Well Pads and Facilities for the purpose of injecting water and/or natural gas and associated products into such wells. Such injection wells shall be called "Disposal Wells." Operator shall have the right to install transfer facilities at each Disposal Well site to facilitate off-loading of water by truck. Provided however, water transportation, transfer and disposal shall be principally undertaken by pipeline and the truck transfer facilities should not be the primary method of transporting water to the Disposal Wells. All such Disposal Wells shall be drilled, completed and operated in compliance with the applicable COGCC Rules and any other rules of a regulatory agency with jurisdiction.

Operator shall not be required to pay Surface Owner any consideration for the right to dispose into a Disposal well, water and/or natural gas produced from wells drilled pursuant to the Leases. At such time as Operator has commenced injection of water and/or natural gas from wells not drilled pursuant to the Leases into a Disposal Well ("Commencement Date"), Operator shall pay Surface Owner the sums set forth below each year in which such water and/or natural gas from wells not drilled pursuant to the Leases is injected into the Disposal Well. The initial payment shall be tendered within sixty (60) days following the date upon which such injection commences. Thereafter, each year in which such water and/or natural gas from wells not drilled pursuant to the Leases is injected into a Disposal Well, Operator shall tender such yearly payments in advance, on or before the anniversary date of the Commencement Date.

| | |
|-------------------------------------|------------------------|
| Prior to January 1, 2021 | \$ [REDACTED] Annually |
| January 1, 2021 - December 31, 2025 | \$ [REDACTED] Annually |
| January 1, 2026 - December 31, 2030 | \$ [REDACTED] Annually |
| January 1, 2031 - December 31, 2035 | \$ [REDACTED] Annually |

Commencing in 2036, the annual payments shall increase five percent (5%) per annum.

15. **Communication Towers.** Operator shall have the right to construct communication towers on the Mutual 17 Pad (Exhibit C-3), Big Horn Central Facility (Exhibit C-6) and Ray Ranch North Central Facility (Exhibit C-7), herein called "Authorized Tower Sites" for use by Operator in support of its crude oil and natural gas operations in Jackson County, Colorado. Such communication towers cannot exceed one hundred feet (100') in height without the written consent of Surface Owner. The communication towers must be "mono-construction" (no support or guy wires).

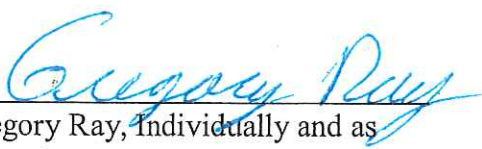
Operator shall have the option of constructing any communication towers outside of such Authorized Tower Sites provided that the communication tower sites are not more than twenty five feet (25') from the perimeter of the respective Authorized Tower Sites. Any communication tower sites located outside of such Authorized Tower Sites shall be no larger than fifteen feet square (15' x 15"). Operator shall pay Surface Owner a one-time payment of twenty five hundred dollars (\$ [REDACTED]) as consideration for any communication towers constructed outside of the Authorized Tower Sites.

For any site upon which Operator constructs a communication tower, Surface Owner grants Operator a Communication Tower Easement measuring fifteen feet square (15' x 15"). In order to provide public notice of the existence of any Communication Tower Easement, upon the request of

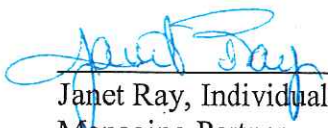
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THIER HANDS, THE DAY
AND YEAR FIRST ABOVE WRITTEN TO BE EFFECTIVE AS OF JANUARY 1, 2016.

SURFACE OWNER

KOHLMAN'S O.K. LIMITED
PARTNERSHIP



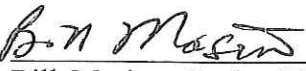
Gregory Ray, Individually and as
Managing Partner



Janet Ray, Individually and as
Managing Partner

OPERATOR

SANDRIDGE EXPLORATION AND
PRODUCTION, LLC



Bill Masino, Senior Vice President - Rockies

EXHIBIT C-6

Attached to and made a part of that certain Agreement for Right of Way, Easement, Surface Use & Access dated May 1, 2016 between Kohlman's O.K. Limited Partnership and SandRidge Exploration and Production, LLC

PLAT OF PROPOSED "BIG HORN CENTRAL FACILITY" (NOT CONSTRUCTED)

