

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:

- 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
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 _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

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**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: _____

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS §
 §
COUNTY OF STEVENS §

This Conveyance, Assignment and Bill of Sale ("Assignment"), is made and entered this 2nd day of April, 2018, but is effective as of April 1, 2018, at 7:00 a.m., Central Standard time (the "Effective Time"), is made from Merit Management Partners I, L.P., Merit Management Partners II, L.P., Merit Energy Partners III, L.P., Merit Energy Partners D-III L.P., Merit Energy Partners E-III, L.P., Merit Energy Partners V, L.P., Merit Energy Partners VI, L.P., Merit Energy Partners VIII, L.P., Merit Energy Partners IX, L.P., Merit Energy Partners X, L.P., Merit Energy Partners A, L.P., and Merit Energy Partners B, L.P., and Merit Hugoton, L.P. (collectively "Assignor"), each a Delaware limited partnership all of whose addresses are 13727 Noel Road, Suite 1200, Dallas, Texas 75240, to Enterra Resources, LLC, a limited liability company ("Assignee"), whose address is P.O. Box 5278 Edmond, Oklahoma 73083-5278.

**PART I
GRANTING AND HABENDUM CLAUSES**

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has transferred, bargained, conveyed, and assigned, and does hereby grant, sell, transfer, bargain, convey and assign to Assignee, effective for all purposes as of the Effective Time and subject to the reservation of rights set forth in (a) below, all of the right, title and interest of Assignor in and to the following properties and assets (collectively, the "Assets"):

(a) The oil, gas and mineral leases and other real property and mineral interests described on Exhibit A, including, without limitation, any royalty, overriding royalty, net profits interests or similar interests owned by Assignor and burdening the leasehold estates or lands described on Exhibit A, (collectively, the "Leases"), together with each and every kind and character of right, title, claim and interest that Assignor has in and to the lands covered by the Leases or the lands currently pooled, unitized, communitized or consolidated therewith whether or not described on Exhibit A (the "Lands");

(b) All oil, gas, water, disposal or injection wells located on the Lands or Leases or on the pooled, communitized or unitized acreage that includes all or any part of the Leases, whether producing, shut-in, abandoned or temporarily abandoned, and including, the wells shown on Exhibit A-1, whether producing, shut-in, abandoned or temporarily abandoned (collectively, the "Wells");

(c) All interest of Assignor derived from the Leases in or to any currently existing pools or units that include any Lands or all or a part of any Leases or include any Wells, including those pools or units shown on Exhibit A-1 (the "Units") and all tenements, hereditaments and appurtenances belonging to the Leases and Units (together with the Leases, Lands, Units and Wells, the "Properties"), and including all interest of Assignor derived from the Leases in production of hydrocarbons from any such Unit, whether such Unit production of hydrocarbons comes from Wells located on or off of a Lease;

(d) All contracts, agreements and instruments by which the Properties are bound, or that relate to or are otherwise applicable to the Properties, but only to the extent such contracts are valid and existing and applicable to the Properties rather than Assignor's other properties, including, but not limited to, operating agreements, unitization, pooling and communitization agreements, declarations and orders, joint venture agreements, farm-in and farm-out agreements, exploration agreements, participation agreements, exchange agreements, transportation or gathering agreements, agreements for the sale and purchase of oil, gas, casinghead gas or

gathering agreements, agreements for the sale and purchase of oil, gas, casinghead gas or processing agreements to the extent applicable to the Properties or the hydrocarbons produced from the Properties (collectively referred to as “Contracts”), but excluding any master service agreements and any contracts, agreements and instruments to the extent transfer is restricted by third-party agreement or applicable law and the necessary consents to transfer are not obtained and provided that the defined term “Contracts” does not include the instruments constituting the Leases or Easements;

(e) All easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights appurtenant to, and used or held for use in connection with the Properties, but excluding any permits and other rights to the extent transfer is restricted by third-party agreement or applicable law and the necessary consents to transfer are not obtained, and excluding any such agreement to the extent they are used or held for use in connection with the use, ownership or operation of the Excluded Assets (the “Easements”).

(f) All equipment, machinery, fixtures and other tangible personal property (other than vehicles or vessels, which are expressly excluded from this Assignment) and improvements located on the Properties or the Easements, or associated with the Assets and used or held for use primarily in connection with the operation of the Properties (collectively, “Equipment”);

(g) All flow lines, pipelines, gathering systems and appurtenances thereto located on the Properties or the Easements or used, or held for use, in connection with the operation of the Properties (“Pipelines” and, together with the Equipment and Wells, “Personal Property”); and

(h) All (originals and electronic copies in Assignor’s possession) lease files; land files; well files; gas and oil sales contract files; gas processing files; division order files; abstracts; title opinions; land surveys; logs; maps; engineering data and reports; interpretive data, technical evaluations and technical outputs; and other books, records, data, files, and accounting records, in each case to the extent related to the Assets, or used or held for use in connection with the maintenance or operation thereof, but excluding (i) any books, records, data, files, logs, maps, evaluations, outputs and accounting records to the extent disclosure or transfer would result in a violation of applicable Law or is restricted by any Transfer Requirement to a third party not Affiliated with Assignor that is not satisfied, (ii) computer or communications software or intellectual property (including tapes, codes, data and program documentation and all tangible manifestations and technical information relating thereto), (iii) attorney-client privileged communications and work product of Assignor’s or any of its Affiliates’ legal counsel (other than title opinions), (iv) emails, (v) reserve studies and evaluations, and (vi) records relating to the negotiation and consummation of the sale of the Assets (subject to such exclusions, the “Records”); provided, however, that Assignor may retain copies of such Records as Assignor has reasonably determined may be required for any tax, accounting, or auditing purposes.

TO HAVE AND TO HOLD, subject to the terms, exceptions and other provisions herein stated, the assets unto Assignee, its successors and assigns, forever.

PART II
MISCELLANEOUS

2.1 Disclaimer of Warranty. Subrogation. EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN SECTION 2.2 OF THIS ASSIGNMENT, (a) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (b) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ASSIGNEE’S AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ASSIGNOR OR ANY OF ITS AFFILIATES). IN PARTICULAR, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2.2 OF THIS ASSIGNMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (i) TITLE TO ANY OF THE ASSETS, (ii) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF

ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (iii) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (iv) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (v) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (vi) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (vii) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (viii) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (ix) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2.2 OF THIS ASSIGNMENT, ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY ASSETS, RIGHTS OF ASSIGNEE UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT ASSIGNEE IS DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

Assignor and Assignee agree that, to the extent required by applicable Law to be effective, the disclaimers of certain representations and warranties contained in this Section 2.1 are "conspicuous" disclaimers for the purpose of any applicable Law.

2.2 Special Warranty of Title. This Assignment is made, executed and delivered without warranty of title, either express or implied, even as to a return of the purchase price, except that Assignor specially warrants title to the Assets unto Assignee against the claims and demands of all persons claiming by, through or under Assignor or its Affiliates, but not otherwise, up to the purchase price thereof paid by Assignee to Assignor, but with full right of substitution and subrogation of Assignee in and to all claims Assignor has or may have against all preceding owners.

2.3 Assumptions and Indemnity.

(A) ASSIGNEE HAS CAUSED THE ASSETS TO BE INSPECTED, INCLUDING FOR ENVIRONMENTAL MATTERS AND IS FAMILIAR WITH THE CONDITION THEREOF. ASSIGNEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS ASSIGNOR, ASSIGNOR'S AFFILIATES, ASSIGNOR'S PREDECESSORS IN TITLE, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "ASSIGNOR INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES OR DAMAGES OF EVERY KIND AND CHARACTER ASSOCIATED WITH THE ASSETS, WITHOUT REGARD TO WHETHER SUCH CLAIMS, DEMANDS OR CAUSES OF ACTION RELATE TO OR ARISE BEFORE OR AFTER THE EFFECTIVE TIME. THE PRECEDING INDEMNITY BY ASSIGNEE SHALL INCLUDE, WITHOUT LIMITATION, THOSE CLAIMS RESULTING FROM ENVIRONMENTAL CAUSES (INCLUDING, BUT NOT LIMITED TO, CLEANUP AND RESTORATION) AND CLAIMS FROM GOVERNMENTAL ENTITIES OR OTHERS FOR REMEDIAL ACTION, CLEANUP, RESPONSE COSTS, OR THE LIKE DUE TO THE EXISTENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM") ASSOCIATED WITH THE INTERESTS CONVEYED HEREIN, NOTWITHSTANDING THAT SUCH CONTAMINATION MAY HAVE OCCURRED PRIOR TO THE

EFFECTIVE TIME. Assignee acknowledges that it has been informed that oil and gas producing formations can contain NORM. Formation of scale or deposits of sludge can concentrate low levels of NORM on equipment. Any equipment conveyed herein may possibly have exposure levels for NORM above background levels and a moderate health hazard may exist in connection with this equipment. Assignor has advised Assignee to determine if such hazard exists and to follow safety procedures when handling this equipment sufficient to satisfy applicable state or federal requirements. In addition to the indemnity set forth above and not in lieu thereof, Assignee agrees to indemnify and hold Assignor harmless from and against any and all costs, expenses, claims, demands and causes of action of every kind and character arising out of, incident to, or in connection with the use, occupancy, operation or abandonment of the Assets, or the maintenance, use, handling or resale of the equipment that arises after the Effective Time. If it becomes necessary to plug and abandon any Well(s) covered under this Assignment, Assignee, at Assignee's sole risk and expense, will plug and abandon said Well(s) in accordance with all local, state and federal laws, rules and regulations and will restore the premises pursuant to the terms and provisions contained in the applicable leases.

(B) THE INDEMNIFICATION, RELEASE AND ASSUMPTION PROVISIONS PROVIDED FOR IN THIS ASSIGNMENT SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE ACTIVE, PASSIVE, COMPARATIVE, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF THE PARTIES HERETO.

(C) In addition to its other obligations under this Assignment, Assignee will comply with all laws, Leases, Contracts (including all joint and unit operating agreements) and prevailing industry standards relating to (i) the plugging, abandonment and/or replugging of all Wells, including inactive Wells or temporarily abandoned Wells, included in the Assets or otherwise drilled on the Lands, (ii) the dismantling or decommissioning and removal of any Personal Property and other property of whatever kind related to or associated with operations and activities conducted by whomever on the Properties, or otherwise, pursuant to the Leases or Contracts and (iii) the cleanup, restoration and/or remediation of the Lands covered by the Leases or related to the Assets.

2.4 Further Assurances. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. So long as authorized by applicable law so to do, Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, division orders, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively convey and assign to Assignee the Assets conveyed hereby or intended so to be conveyed.

2.5 Covenant Running with the Land. The terms and provisions of this Assignment are covenants running with the Lands, Leases, and other interests covered by this Assignment and extend to, bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

2.6 Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction, except to the extent that it is mandatory that the law of some other jurisdiction, wherein the Assets are located, shall apply.

2.7 Exhibits. All exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Assets are located.

2.8 Captions. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment.

2.9 Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


[Signature page follows]

EXECUTED as of the dates of the acknowledgments below, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

MERIT MANAGEMENT PARTNERS I, L.P.
MERIT MANAGEMENT PARTNERS II, L.P.
MERIT ENERGY PARTNERS III, L.P.
MERIT HUGOTON, L.P.

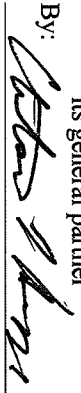
By: Merit Management Partners GP, LLC,
its general partner

By: 
Christopher Haggge
Vice President

MERIT ENERGY PARTNERS D-III, L.P.
MERIT ENERGY PARTNERS V, L.P.
MERIT ENERGY PARTNERS VI, L.P.
MERIT ENERGY PARTNERS VIII, L.P.
MERIT ENERGY PARTNERS IX, L.P.
MERIT ENERGY PARTNERS X, L.P.
MERIT ENERGY PARTNERS A, L.P.
MERIT ENERGY PARTNERS B, L.P.

By: Merit Management Partners I, L.P.,
its general partner

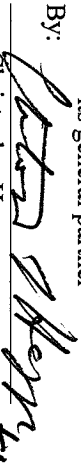
By: Merit Management Partners GP, LLC,
its general partner

By: 
Christopher Haggge
Vice President

MERIT ENERGY PARTNERS E-III, L.P.


By: Merit Management Partners II, L.P.,
its general partner

By: Merit Management Partners GP, LLC,
its general partner

By: 
Christopher Haggge
Vice President

ASSIGNEE:

ENTERRA RESOURCES, LLC

By: 
Name: Mariah Hutchison
Title: President of Tian Energy Corp.
As Manager _____

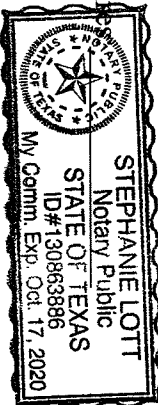
ACKNOWLEDGMENTS

STATE OF DALLAS §
COUNTY OF TEXAS §

This instrument was acknowledged before me this 2nd day of April, 2018 by Christopher Haggge, Vice President of Merit Management Partners, GP, LLC, a Delaware limited liability company, as the direct and indirect general partner of MERIT MANAGEMENT PARTNERS I, L.P., MERIT MANAGEMENT PARTNERS II, L.P., MERIT ENERGY PARTNERS III, L.P., MERIT ENERGY PARTNERS D-III, L.P., MERIT ENERGY PARTNERS E-III, L.P., MERIT ENERGY PARTNERS V, L.P., MERIT ENERGY PARTNERS VI, L.P., MERIT ENERGY PARTNERS VIII, L.P., MERIT ENERGY PARTNERS IX, L.P., MERIT ENERGY PARTNERS X, L.P., MERIT ENERGY

**PARTNERS A, L.P., MERIT ENERGY PARTNERS B, L.P., AND MERIT HUGOTON,
L.P., all Delaware limited partnerships.**

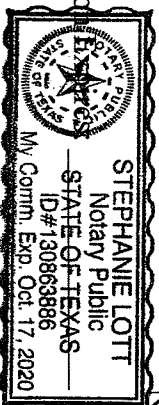
Stephanie Lott
Notary Public



My Commission Expires

STATE OF Texas §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me this 2nd day of April 2018 by
Merion Hutchison, President & Officer of ENTERRA RESOURCES, LLC, a
Oklahoma limited liability company. Energy Corp. as Manager
Stephanie Lott
Notary Public



My Commission Expires

EXHIBIT A

Lease No	Date	Book	Page	Lessor	Lessee	Quarter	Section	Township	Range	County	State
30264001 67330001	3/6/1944	1	578	Earl D. Davis and Celestia M. Davis, his wife	Fred C. Koch	SW/4	18	31S	34W	Seward	Kansas
30264002 67330002	5/5/1948	85	128	George Bachman and Nellie G. Bachman, his wife	United Producing Company, Inc.	SW/4	18	31S	34W	Seward	Kansas
30266000 67331000	9/11/1947	74	505	Dale E. Beard and Minnie W. Beard, husband and wife	United Producing Company, Inc.	Lots 1 and 2 & E/2 NW/4	18	31S	34W	Seward	Kansas
30360001	11/29/1944	13	61	Earl D. Davis and Celestia M. Davis, his wife	Fred C. Koch	S/2	12	31S	35W	Stevens	Kansas
30360002	12/6/1944	13	63	R. M. Shaw	Magnolia Petroleum Company	SW/4	12	31S	35W	Stevens	Kansas
30357000	7/13/1934	7	181	Simon Winter and Carrie Winter, his wife	Alden W. Foster	NW/4	13	31S	35W	Stevens	Kansas
30358000	7/13/1934	7	182	John F. Fulkerson and Ollie Fulkerson, his wife	Alden W. Foster	SW/4 SE/4	13 14	31S 31S	35W 35W	Stevens	Kansas
30359000	7/13/1934	7	180	Carrie Winter and Simon Winter, her husband	Alden W. Foster	NE/4	14	31S	35W	Stevens	Kansas

EXHIBIT A-1

Well Name	API Number	Legal Description	County, State
Davis K-1	1518922022	SW/4 12-31S-35W	Stevens, KS
Hanke A-1	1518921551	NW/4 13-31S-35W	Stevens, KS
Hanke A-2	1518921560	NW/4 13-31S-35W	Stevens, KS
Hanke A-3	1518921563	NW/4 13-31S-35W	Stevens, KS
Hanke A-4	1518921590	NW/4 13-31S-35W	Stevens, KS
Moorehead 1-13	1518921497	SW/4 13-31S-35W	Stevens, KS
Moorehead C-2	1518921552	SW/4 13-31S-35W	Stevens, KS
Hanke B-1	1518921592	NE/4 14-31S-35W	Stevens, KS
Hanke B-2	1518921629	NE/4 14-31S-35W	Stevens, KS
Hanke B-3	1518921864	NE/4 14-31S-35W	Stevens, KS
Hanke B-4	1518921989	NE/4 14-31S-35W	Stevens, KS
Moorehead C-4	1518921795	SE/4 14-31S-35W	Stevens, KS
Moorehead C-5	1518921863	SE/4 14-31S-35W	Stevens, KS
Moorehead C-6	1518921987	SE/4 14-31S-35W	Stevens, KS