# KOLAR Document ID: 1408390

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

	ATION COMMISSION Form T-1 July 2014 ERVATION DIVISION Form must be Typed
TRANSFER OF INJECTION	NGE OF OPERATOR Form must be Signed   ANGE OF OPERATOR All blanks must be Filled   I OR SURFACE PIT PERMIT with the Kansas Surface Owner Notification Act,
	tted 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:	Lease Name:
Saltwater Disposal Well - Permit No.:	
Spot Location:	SecTwp R E W Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells**	Production Zone(s):
Field Name:	
** Side Two Must Be Completed.	Injection Zone(s):
Surface Pit Permit No.: (API No. if Drill Pit, WO or Haul)	feet from N / S 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:
	Date:
Title:	Signature:
New Operator's License No	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
	Date:
Title:	Signature:
	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation above injection well(s) or pit permit.
is acknowledged as	is acknowledged as
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit
Permit No.: Recommended action:	permitted by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC

Side Two

#### 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	<i>Circle</i> FEL/FWL			
		FSL/FNL	FEL/FWL			
		FSL/FNL	FEL/FWL			
		FSL/FNL	FEL/FWL			
		FSL/FNL	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			
			FEL/FWL			
		FSL/FNL	FEL/FWL			
		FSL/FNL	FEL/FWL			
			FEL/FWL			
			FEL/FWL			
		FSL/FNL	FEL/FWL			

A separate sheet may be attached if necessary

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

# KOLAR Document ID: 1408390

# KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

Form KSONA-
July 201
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City:    Zip:      Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of 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:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	

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: \_\_\_\_\_\_

via E-mail

April 25, 2018

Rossmar LC Wer Hip, LP 1200 Main, Suite 540 Hays, KS 67601 c/o Kansas Natural Gas Attn: Kraig Gross

> Re: Acquisition of Oil and Gas Properties, Kearny County, Kansas

Gentlemen:

Rossmar LC and Wer Hip, LP, whose addresses are 1200 Main, Suite 504, Hays, Kansas 67601, ("collectively referred to herein as "*Seller*") agree to sell and assign to Merit Hugoton III, LLC ("*Buyer*") those certain oil and gas properties described on <u>Exhibit A</u> hereto (the "*Properties*"), subject to the following terms and conditions:

1. <u>Purchase Price and Earnest Money Deposit</u>. The purchase price of the Properties shall be \$60,000.00 (the "*Purchase Price*"), adjusted in accordance with the provisions set forth herein below.

2. <u>Effective Date</u>. The effective date of this sale shall be 7:00 am local time on May 1st, 2018 (the "*Effective Date*")

3. <u>Operations</u>. Kansas Natural Gas Operating, LC current operates the Properties on behalf of the Seller, As a condition to closing, Merit Energy Company, LLC will file a Transfer of Operator form with the Kansas Corporation Commission, thus appointing Merit Energy Company, LLC, as successor operator as of the Effective Date.

4 <u>Closing</u>. Unless otherwise agreed by the parties in writing, closing of this sale shall take place electronically on or before May 1, 2018 (the "*Closing*"), subject to the following conditions:

(a) Seller and Buyer shall execute three copies of the Assignment, Conveyance and Bill of Sale in the form of <u>Exhibit B</u> attached hereto and shall further execute such other state and federal assignments as are necessary to accomplish the intent of this agreement;

(b) Seller shall deliver to Buyer an interim settlement statement at closing that shall set forth the parties' best estimate of the adjustments described in <u>Section 6</u> below;

(c) Seller shall deliver transfer orders or letters in lieu thereof in form reasonably satisfactory to Buyer and sufficient to direct all purchasers of production to distribute to Buyer proceeds of production occurring on or after the Closing;

(d) To the extent practicable, Seller shall deliver to Buyer all original files and records (including but not limited to seismic and geologic and other maps) relating to the Properties. In any event, Seller shall deliver files to Buyer no later than 15 days after Closing, unless instructed otherwise by Buyer;

(e) Buyer shall deliver to Seller, an amount equal to the Purchase Price, as adjusted in accordance with the interim settlement statement described in <u>Section 4(b)</u> above;

(f) Seller shall deliver to Buyer the Transfer of Operator form executed by Kansas Natural Gas Operating, LC as described in <u>Section 3</u>.

(g) Buyer and Seller agree to deliver, each to the other, any other documents, instruments or writings necessary to accomplish the intent of this agreement.

5. <u>Seller's Representations</u>. Seller represents and warrants to the Buyer as of the date hereof and as of the closing date that:

(a) Seller is a Kansas company and/or limited partnership validly existing and in good standing. Seller has the requisite limited liability company and/or partnership power to own, lease and operate its properties and to carry on its business as now being conducted.

(b) Seller has the requisite company and/or partnership power to execute and deliver this agreement and to consummate the transactions contemplated hereby, and to the extent necessary, to cause its affiliates to execute assignments to give effect to this letter agreement. This agreement has been duly executed and delivered by Seller and shall constitute, legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

6. <u>Purchase Price Adjustments</u>. Seller shall prepare and deliver to Buyer prior to the Closing, an interim statement setting forth Seller's good faith estimates of the adjustments described hereinafter. In addition, as soon as possible following the Closing, but in any event on or before one hundred twenty (120) days after the Closing, Seller shall prepare and deliver to Buyer a final statement setting forth the actual final adjustments described hereinafter. Buyer shall notify Seller in writing of any adjustments with which it does not agree within thirty (30) days of receipt of the final statement. In the event of any such disagreement, Seller and Buyer shall make reasonable efforts to agree to a final statement within thirty (30) days of such notice by Buyer. In the event the adjusted purchase price reflected in the final statement is greater than the adjusted purchase price reflected in the final promptly deliver the amount of such difference to Seller. The purchase price shall be adjusted as follows:

(a) The Purchase Price shall be increased by the following:

(1) the amount of all actual operating expenditures (including, without limitation, royalties, rentals, production taxes, and lease renewal expenses paid with respect to the Properties and further including any operating overhead charge equal to the combined fixed rate recoveries provided under the applicable joint operating agreements) paid by or on behalf of Seller in connection with the operation of the Properties from and after the Effective Date;

(2) an amount equal to all prepaid expenses attributable to the Properties that are paid by or on behalf of Seller prior to Closing and that are attributable to the period after the Effective Date, including, without limitation, lease renewal expenses, prepaid ad valorem, property, production, severance and similar taxes (but not including income taxes) based upon or measured by the ownership of property, the production of hydrocarbons or the receipt of proceeds therefrom;

(3) the amount determined in accordance with <u>Section 6(c)</u> below; and

(4) the amount of net aggregate production imbalances, if any, owed by third parties to Seller as of the Effective Time, multiplied by a price of \$3.00 per MMBtu.

(b) The Purchase Price shall be decreased by the following:

(1) the proceeds (before deductions for royalties, rentals, production taxes and expenses allowed by the Operating Agreements to which the Properties are subject) received by Seller attributable to the Properties and to hydrocarbons produced after the Effective Date;

(2) an amount equal to all unpaid ad valorem, property, production, severance and similar taxes and assessments based upon or measured by the ownership of the Properties prior to the Effective Date or the production of hydrocarbons or the receipt of proceeds therefrom accruing to the Properties prior to the Effective Date, which amount shall be based upon such taxes as rendered by Seller to the applicable taxing authorities for the most recent calendar year for which such taxes have been rendered; and

(3) the amount of net aggregate production imbalances, if any, owed by Seller to third parties, as of the Effective Time, multiplied by a price of \$3.00 per MMBtu.

7. <u>Miscellaneous</u>.

Governing Law. This agreement shall be governed by and construed in (a) accordance with the laws of the State of Texas, without regard to its principles of conflicts of laws.

Announcements. Seller and Buyer shall consult with each other prior to the (b) release of any press releases and other announcements concerning this agreement or the transactions contemplated hereby. Any press release or other announcements will be at a time and in a form reasonably acceptable to Seller and Buyer.

All the terms, provisions, covenants, Binding Effect; Assignment. (c) representations, and conditions of this agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors; provided, however, this agreement or any portion thereof and the rights and obligations hereunder shall not be assignable or delegable by any party without the express prior written consent of the non-assigning or non-delegating party.

Entire Agreement. This agreement supersedes all prior agreements between (d)the parties (written or oral) and is intended as a complete and exclusive statement of the terms of the agreement between the parties. This agreement may be amended only by a written instrument duly executed by the parties.

If this letter sets forth our understanding, please execute below, whereupon this letter shall become a valid and binding contract between us.

Regards,

MERIT HUGOTON III, LLC

By: <u>Christopher S. Hagge</u>, Vice President

ACCEPTED AND AGREED TO this 1st day of April, 2018: May

**ROSSMAR LC** 

By:	
Name:	
Title:	

(a) <u>Governing Law</u>. This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of laws.

(b) <u>Announcements</u>. Seller and Buyer shall consult with each other prior to the release of any press releases and other announcements concerning this agreement or the transactions contemplated hereby. Any press release or other announcements will be at a time and in a form reasonably acceptable to Seller and Buyer.

(c) <u>Binding Effect</u>; <u>Assignment</u>. All the terms, provisions, covenants, representations, and conditions of this agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors; provided, however, this agreement or any portion thereof and the rights and obligations hereunder shall not be assignable or delegable by any party without the express prior written consent of the non-assigning or non-delegating party.

(d) <u>Entire Agreement</u>. This agreement supersedes all prior agreements between the parties (written or oral) and is intended as a complete and exclusive statement of the terms of the agreement between the parties. This agreement may be amended only by a written instrument duly executed by the parties.

If this letter sets forth our understanding, please execute below, whereupon this letter shall become a valid and binding contract between us.

Regards,

MERIT HUGOTON III, LLC

By: \_\_\_\_

Christopher S. Hagge, Vice President

ACCEPTED AND AGREED TO this  $1^{s}$  day of April, 2018:

ROSSMAR LC

By: Kraig L. Gross Title: Manager

# WER HIP, LP

By: <u>Kraig L. Gross</u> Name: <u>Kraig L. Gross</u> Title: <u>Manager</u> ~ \_\_\_\_\_

# <u>EXHIBIT A</u> to Letter Agreement dated April 25, 2018

# OIL AND GAS LEASE

LESSOR	<u>LESSEE</u>	<u>EFF DATE</u>	<u>RECORDING</u>	<u>STATE</u>	<u>COUNTY</u>	DESCRIPTION USA/Kansas/Seward N/A T023S-R035W: SEC 022 N/2 & SW/4
BEATRICE CORSE, A WIDOW	SCOTT CLARK AND SCOTT CLARK, JR.	2/22/1955	BK. 27, PG. 129	KS	KEARNY	T023S-R035W: SEC 020 SE/4

# <u>WELL</u>

<u>WELL NAME</u>	<u>OPERATOR</u> KANSAS NATURAL	<u>API NUMBER</u>	<u>STATE</u>	<u>COUNTY</u>	DESCRIPTION USA/Kansas/Seward N/A T023S-R035W: SEC 022 SW/4 2640' FNL, 3960' FWL
CORSE #1	GAS OPERATING LC	15-093-00094	KS	KEARNY	FROM SE CORNER

# <u>EXHIBIT B</u> to Letter Agreement dated April 25, 2018 ASSIGNMENT, CONVEYANCE AND BILL OF SALE

This Assignment, Conveyance and Bill of Sale (this "*Conveyance*"), effective as of 7:00 a.m., local time, on May 1, 2018 ("*Effective Time*"), is made by and between Rossmar LC, a Kansas company and Wer Hip, L.P., a Kansas limited partnership (collectively referred to herein as "*Assignor*") and Merit Hugoton III, LLC, a Delaware limited liability company ("*Assignee*").

#### WITNESSETH:

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby grants, sells, transfers, conveys, and assigns to Assignee, effective as of the Effective Time, all of Assignor's right, title and interest in and to the following (collectively, the "*Properties*"):

1.1.1. All Hydrocarbon leases, and the surface and subsurface leasehold estates created thereby and subleases, described in Exhibit A (the "Leases"), with each and every kind and character of right, title, claim and interest that Seller has in and to all of the lands covered by the Leases ("Lands"), together with corresponding surface and subsurface interests in and to all the property and rights incident thereto, including all rights in any pooled or unitized or communitized acreage by virtue of the Leases, Fee Interests or Lands being a part thereof ("Units"); all production from the Units allocated to any such Leases, Fee Interests or Lands; and all reversionary interests, carried interests, options, convertible interests and net profits interests attributable to the Properties, together with all rights that arise by operation of law or otherwise in all properties and land unitized, communitized or pooled with the Fee Interests, Leases or Lands;

1.1.2. All producing, non-producing, shut-in, plugged, abandoned and other well bores including Hydrocarbon wells, disposal wells, injection wells, observations wells, co-op wells and water wells located on the Lands or attributable to the Properties, including the wells described in Exhibit A and the pro-ration units associated therewith (the "Wells");

1.1.3. All pipelines, flowlines, plants, gathering and processing systems, platforms, offices, buildings, compressors, meters, tanks, machinery, tools, pulling machines, utility lines, personal property, all computer and automation equipment located in proximity to the Properties insofar as they are used or were obtained in connection with the ownership, operation, maintenance or repair of the Properties or relate to the production, treatment, sale, or disposal of hydrocarbons or water produced from the Properties or attributable thereto (including SCADA equipment and transmitters, telecommunications equipment, field radio telemetry and associated frequencies and licenses, pressure transmitters and central processing equipment that is used primarily in connection with the ownership or operation of the Properties), equipment, fixtures, and improvements and other appurtenances, on or to, the Properties, insofar as they are used or were obtained in connection with the ownership, the ownership, and other appurtenances, on or to, the Properties, insofar as they are used or were obtained in connection with the ownership.

operation, maintenance or repair of the Properties or relate to the production, treatment, sale, or disposal of hydrocarbons or water produced from the Properties or attributable thereto (the *"Facilities"*);

**1.1.4.** All hydrocarbons (or the proceeds from the sale of hydrocarbons) (a) produced after the Effective Time or (b) located as of the Effective Time in pipelines or in tanks above the sales meter or upstream of the pipeline sales connection, in each case, attributable to the Properties;

1.1.5. All farmout and farmin agreements, operating agreements, production sales and purchase contracts, processing contracts, gathering contracts, transportation contracts, storage contracts, saltwater disposal agreements, surface leases, subsurface leases, division and transfer orders, areas of mutual interest, balancing contracts, and to the extent transferable by Seller without any expense to Seller not advanced or reimbursed by Buyer or material restrictions under third party agreements) all other written contracts, contractual rights, interests and other written agreements and instruments covering or affecting any or all of the Properties or the production handling or transportation of Hydrocarbons attributable thereto or the use or ownership or operation of any of the Properties, or the hydrocarbons, water or other substances produced therefrom;

1.1.6. All unitization, communitization and pooling declarations, orders and agreements (including all units formed by voluntary agreement and those formed under the rules, regulations, orders or other official acts of governmental authorities) to the extent they relate to the Properties, or the production of hydrocarbons therefrom;

1.1.7. To the extent assignable, all environmental and other governmental (whether federal, state, local or tribal) certificates, consents, permits, licenses, orders, authorizations, franchises and related instruments or rights relating to the ownership, operation or use of the Properties, including credits or the right to create credits or other transferable rights relating to past or future emissions reductions (the "*Permits*");

1.1.8. All 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 Properties, or used or held for use in connection with the maintenance or operation thereof.

1.1.9. All royalties, overriding royalties, sliding scale royalties, shut-in royalties, rights to royalties in kind, or other interests in production of hydrocarbons relating to the Properties to the extent such interests are specifically described on <u>Exhibit A</u>, or otherwise contribute to the net revenue interest of the Wells as set forth on <u>Exhibit A</u>;

1.1.10. All partnership interests (tax, state law or otherwise) relating to any Properties, except for any partnership interest in Assignor itself;

1.1.11. To the extent assignable, all rights to indemnities and releases from third parties relating to the Properties, Surface Interests, Wells or Facilities, but only to the extent that such benefits relate to liabilities for which Buyer is responsible under this Agreement;

1.1.12. All intangibles and operating revenues and accounts receivable relating to the period after the Effective Time, in each case associated with the Oil and Gas Properties or the production of Hydrocarbons attributable thereto;

1.1.13. All leases or subleases of tangible personal property as to which Seller is (i) lessor or sublessor or (ii) lessee or sublessee, together with any options to purchase the underlying property associated with the Properties or the production of hydrocarbons attributable thereto;

1.1.14. All other assets and properties of Assignor used or held for use primarily in connection with the Properties and the production of hydrocarbons from the Properties.

TO HAVE AND TO HOLD to Assignee, its successors and assigns, forever.

This Conveyance is made by Assignor and accepted by Assignee subject to the following terms and conditions:

- 1. This Assignment shall be effective as of the Effective Time.
- 2. This Conveyance is made pursuant and subject to the terms of that certain Letter Agreement between Assignor and Assignee dated April 25, 2018 (the "*Letter Agreement*"). All capitalized terms used by not otherwise defined herein shall have the meanings ascribed to them in the Letter Agreement.
- 3. Seller warrants and agrees to defend the title to the Properties unto Buyer from all claims of any person or entity lawfully claiming or to claim the same or any part thereof, by, through or under Seller or its affiliates, but not otherwise, by virtue of any prior conveyance, lien, security interest or encumbrance made, done or suffered by Seller or its affiliates.
- 4. Assignee shall, to the extent permitted by law, be fully substituted and subrogated to Assignor's rights in and to warranties given with respect to the Properties. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Properties.

5. This Conveyance binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

6. This instrument may be executed by Assignor and Assignee in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

7. In the event of a conflict between the terms and conditions of this Conveyance and the Agreement, the terms and conditions of this Conveyance will prevail.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Conveyance to be effective as of the Effective Date.

#### **SELLER**:

ROSSMAR LC

By: Kraig L. Gross Title: Manager

WER HIP, LP

By: Kraig L. Gross Title: Manager

## **BUYER**:

Merit Hugoton III, LLC

By: \_\_\_\_\_ Name: Title:

#### ACKNOWLEDGEMENTS

STATE OF KANSAS	
COUNTY OF FLUE	
COUNTY OF ELLIS	

§ § §

The foregoing instrument was acknowledged before me on this <u>st</u> day of <u>Manager</u>, 2018, by <u>Kraig L. (mross</u>, <u>Manager</u> of ROSSMAR LC, a Kansas company, on behalf of said limited liability company.

NOTARY PUBLIC - STATE OF KANSAS CINDY A. KISNER My Appt. Exp. 10-1-2

Indi Notary Public, State of Kansas

STATE OF KANSAS § COUNTY OF <u>ELLIS</u> §

The foregoing instrument was acknowledged before me on this <u>st</u> day of <u>May</u>, 2018, by <u>Kraig L Giross</u>, <u>Manager</u> of WER HIP, LP, a Kansas limited partnership, on behalf of said limited partnership.

NOTARY PUBLIC - STATE OF KANSAS CINDY A. KISNER My Appt. Exp. 10-1-2

Notary Public, State of Kansas

# STATE OF TEXAS § SCOUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2018, by \_\_\_\_\_\_\_, \_\_\_\_\_\_ of Merit Hugoton III, LLC, a Delaware limited liability company, on behalf of said company.

Notary Public, State of Texas

IN WITNESS WHEREOF, Assignor and Assignee have executed this Conveyance to be effective as of the Effective Date.

# **SELLER:**

ROSSMAR LC

By: \_\_\_\_\_ Name: Title:

WER HIP, LP

By:	
Name:	
Title:	

**BUYER:** 

Merit Hugoton III, LLC

By: Cholon 1 Key &

Title:

#### **ACKNOWLEDGEMENTS**

STATE OF KANSAS § § § COUNTY OF

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of , 2018, by \_\_\_\_\_\_ of ROSSMAR LC, a Kansas company, on behalf of said limited liability company.

Notary Public, State of Kansas

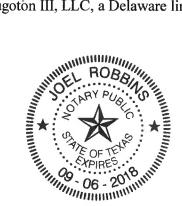
STATE OF KANSAS § § § COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_ \_\_\_\_\_, 2018, by \_\_\_\_\_\_, \_\_\_\_\_ of WER HIP, LP, a Kansas limited partnership, on behalf of said limited partnership.

Notary Public, State of Kansas

STATE OF TEXAS ş ş ş COUNTY OF DALLAS

Notary Public, State of Texas



# EXHIBIT A TO ASSIGNMENT, CONVEYANCE AND BILL OF SALE

#### OIL AND GAS LEASE

<u>LESSOR</u>	<u>LESSEE</u>	<u>EFF DATE</u>	<u>RECORDING</u>	<u>STATE</u>	<u>COUNTY</u>	DESCRIPTION USA/Kansas/Seward N/A T023S-R035W: SEC 022 N/2 & SW/4
BEATRICE CORSE, A WIDOW, ET AL	SCOTT CLARK ANI SCOTT CLARK, JR.		BK. 27, PG. 129	KS	KEARNY	T023S-R035W: SEC 020 SE/4

# UNIT DECLARATION OF OIL AND GAS LEASE

LESSOR	LESSEE	EFF DATE	RECORDING	<u>STATE</u>	<u>COUNTY</u>	DESCRIPTION
						USA/Kansas/Seward N/A
						T023S-R035W: SEC 022
BEATRICE CORSE, A	KANSAS					N/2 & SW/4 T023S-R035W: SEC 020
WIDOW, ET AL	NATURAL GAS	7/19/1955	BK. 27, PG. 476	KS	KEARNY	SE/4

## <u>WELL</u>

OPERATOR	<u>API NUMBER</u>	<u>STATE</u>	<u>COUNTY</u>	DESCRIPTION USA/Kansas/Seward N/A T023S-R035W: SEC 022 SW/4 2640' FNL, 3960' FWL
GAS OPERATING LC	15-093-00094	KS	KEARNY	FROM SE CORNER
	KANSAS NATURAL	KANSAS NATURAL	KANSAS NATURAL	KANSAS NATURAL