

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

Form Must Be Typed

Form must be Signed

All blanks must be Filled

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Well Location:

____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West

County: _____

Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: _____ Signature of Operator or Agent: _____ Title: _____

STATE OF KANSAS
COUNTY OF SEWARD

§
§
§

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (this “*Assignment*”), is made and entered this 31st day of May, 2019, but is effective as of January 1, 2019, at 7:00 a.m. Central Daylight Time (the “*Effective Time*”), from Merit Management Partners I, L.P. (f/k/a Merit Partners, L.P.), Merit Management Partners II, L.P. (f/k/a Merit 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 F-III, L.P., Merit Hugoton, L.P., Merit Energy Partners A, L.P., Merit Energy Partners B, L.P., Merit Energy Partners C-I, L.P., Merit Energy Partners C-II, L.P., Merit Energy Partners D-I, L.P., Merit Energy Partners D-II, L.P., Merit Energy Partners E-I, L.P., Merit Energy Partners E-II, L.P., Merit Energy Partners F-II, L.P., Merit Energy Partners V, L.P., Merit Energy Partners VI, L.P., Merit Energy Partners VIII, L.P., MEP IX, L.P., Merit Energy Partners X, L.P., Merit Energy Partners G, L.P., Merit Energy Partners H, L.P., Merit Energy Partners I, L.P., Merit Energy Partners J, L.P., each a Delaware limited partnership, and Merit Energy Company, LLC and MMGJ Arkansas, LLC (f/k/a MMGJ Hugoton III, LLC), each a Delaware limited liability company (collectively, “*Assignor*”), all of whose addresses are 13727 Noel Road, Suite 1200, Dallas, Texas 75240, to PanHugoton Partners LLC, a Delaware limited liability company (“*Assignee*”), whose address is 817 S. Polk St., Suite 201, Amarillo, TX 79101.

WITNESSETH:

This Assignment is made pursuant to the terms of that certain Purchase and Sale Agreement dated March [] 2019 by and among Merit Management Partners I, L.P. (f/k/a Merit Partners, L.P.), Merit Management Partners II, L.P. (f/k/a Merit Partners II, L.P.), Merit Energy Partners III, L.P., Merit Energy Partners III-C, L.P., Merit Energy Partners D-III, L.P., Merit Energy Partners E-III, L.P., Merit Energy Partners F-III, L.P., Merit Hugoton, L.P., each a Delaware limited partnership, and MMGJ Arkansas, LLC and Merit Energy Company, LLC, each a Delaware limited liability company, and Assignee (the “*Purchase and Sale Agreement*”).

That Assignor, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, does sell, transfer, assign, and convey to Assignee, all of Assignor’s right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, in and to the following (but excluding the Excluded Assets, as such term is defined below) (collectively, the “*Assets*”):

(a) All of the oil and gas leases, subleases and other leaseholds; fee mineral interests; net profits interests; carried interests; farmout rights; options; and other properties and interests expressly set forth on **Exhibit A** subject to any reservations or depth restrictions with respect to the Leases described on the annexes to **Exhibit A** (subject to such reservations, the “*Leases*”), together with each and every kind and character of right, title, claim and interest that Seller has in and to the lands covered by the Leases, as limited by the reservations and restrictions described on the annexes to **Exhibit A** (the “*Lands*”);

- (b) All oil, gas, water, disposal, injection and other wells described on **Exhibit A-1**, whether producing, shut-in, abandoned or temporarily abandoned (collectively, the “*Wells*”);
- (c) All rights and interests of Seller in, under or derived from all unitization, communitization and pooling agreements, declarations and orders with respect to the Leases or the Wells, including those pools or units expressly set forth on **Exhibit A-1** (such rights and interests, collectively, the “*Units*”; and the Units, together with the Leases, Lands and Wells, are referred to in this Agreement as the “*Properties*”), and including all interest of Seller 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, and all tenements, hereditaments and appurtenances belonging to the Leases or Units;
- (d) All contracts, agreements and instruments by which the Properties are bound, or that relate to or are otherwise applicable to the Properties, only to the extent such contracts are applicable to the Properties rather than Seller’s other properties, including operating agreements, unitization, pooling and communitization agreements, declarations and orders, joint venture agreements, farmin and farmout agreements, exploration agreements, participation agreements, exchange agreements, transportation 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, including those identified on **Schedule 1.2(d)** of the Purchase and Sale Agreement, but excluding 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 pursuant to **Section 7.7** of the Purchase and Sale Agreement, and further excluding all Master Services Agreements as well as the instruments constituting the Leases, Easements, or Geological Data (subject to such exclusions, the “*Contracts*”);
- (e) All easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights appurtenant to, and used or held for use solely 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 pursuant to **Section 7.7** of the Purchase and Sale Agreement (subject to such exclusions, the “*Easements*”);
- (f) (i) All equipment, machinery, fixtures and other tangible personal property (other than vehicles or vessels) and improvements located on the Properties and used or held for use primarily in connection with the operation of the Properties, including (A) any SCADA and measurement technology located on the Leases, and (B) any radio towers located on the Leases, (ii) any other SCADA and measurement technology and radio towers primarily used in connection with the operation of the Properties or any other Assets, (iii) any software related thereto (other than Enterprise Application Software) (the Assets described in this clause (f), collectively, the “*Equipment*”);
- (g) All flow lines and meters (including check meters but excluding sales meters and associated measurement technology and gathering systems meters) located primarily on the Properties or used or held for use primarily in the operation of or in connection with the Properties (the “*Flow Lines*” and, together with the Equipment and Wells, the “*Personal Property*”);

(h) All Hydrocarbons produced from or attributable to the Leases, Lands and Wells from and after the Effective Time;

(i) All Imbalances;

(j) All lease files; land files; well files; gas and oil sales contract files; gas processing files; division order files; abstracts; title files; title opinions; land surveys; logs; maps; ending and/or production files; engineering data and reports; interpretive data, technical evaluations and technical outputs; and other books, records, data (including electronic data), files, and accounting records (and all copies thereof), in each case to the extent solely related to the Assets, or used or held for use solely 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 transfer thereof would result in a violation of applicable Law or is restricted by any Transfer Requirement that is not satisfied pursuant to **Section 7.7** of the Purchase and Sale Agreement, (ii) attorney-client privileged communications and work product of Seller's or any of its Affiliates' legal counsel (other than title opinions), (iii) reserve studies and evaluations, (iv) records relating to the negotiation and consummation of transactions contemplated by this Agreement, (v) emails and (vi) all Geological Data other than the Geological Data described at **Section 1.2(k)** of the Purchase and Sale Agreement (such books, records, data, files and accounting records collectively, but subject to such exclusions, the "**Records**"); provided, however, that Seller may retain the originals of such Records as Seller has reasonably determined may be required for use in connection with (x) the operations of the Excluded Assets or (y) any of Seller's existing litigation, tax, accounting or auditing matters;

(k) A license or assignment of an interest to the Geological Data specifically listed on **Schedule 1.2(k)** of the Purchase and Sale Agreement; provided that the Parties agree that such license shall be conveyed by Seller to Buyer pursuant to, and subject to the terms of, an intellectual property license substantially in the form of **Exhibit B-2** (the "**Geological Data License**") and such assignment shall be in the form of **Exhibit B-3** (the "**Geological Data Assignment Agreement**");

(l) All Hydrocarbons in storage or existing at the Effective Time in stock tanks, pipelines and/or plants (including inventory) and produced from or attributable to the Properties;

(m) All rights to indemnities and releases from Third Parties relating to the Properties, but only to the extent that such indemnities and releases relate to Assumed Obligations;

(n) All credit or other rights to prepaid costs, expenses, accounts payable and other disbursements for which the Purchase Price is increased pursuant to **Section 2.2** of the Purchase and Sale Agreement and **Section 9.4** of the Purchase and Sale Agreement;

(o) All insurance proceeds under existing policies of insurance, if any, relating to any existing claims, but only to the extent that such benefits relate to Assumed Obligation (in each case, net of any retrospective or other current increase in insurance premiums of Seller to the extent attributable to the payment of such insurance proceeds);

- (p) All operating revenues relating to the period after the Effective Time, in each case associated with the Properties or the production of Hydrocarbons attributable to the Properties; and
- (q) all computer software or communications software and any other intellectual property (including tapes, codes, data and program documentation and all tangible manifestations and technical information relating thereto), in each case, used or held for use exclusively in connection with the use, operation and exploitation of the Assets.

EXCEPTING AND RESERVING to Assignor, however, and excluded from the Assets (as defined above), all of the following (collectively, the “**Excluded Assets**”):

- (a) all corporate, partnership, limited liability company, financial, Income Tax and legal records of Seller that relate to Seller’s business generally (whether or not relating to the Assets);
- (b) all books, records and files that relate exclusively to the Excluded Assets;
- (c) (i) those records retained by Seller pursuant to clauses (i) through (vi) of **Section 1.2(j)** of the Purchase and Sale Agreement, (ii) copies of any Records retained by Seller pursuant to the proviso at **Section 1.2(j)** of the Purchase and Sale Agreement, and (iii) copies of any other Records retained by Seller pursuant to **Section 1.5** of the Purchase and Sale Agreement;
- (d) all reserve estimates and economic estimates to the extent described in clauses (i) through (vi) of **Section 1.2(j)** of the Purchase and Sale Agreement;
- (e) all rights to any refund of Taxes or other costs or expenses borne by Seller or Seller’s predecessors in interest and title attributable to periods prior to the Effective Time;
- (f) Seller’s area-wide bonds, permits and licenses or other permits, licenses or authorizations used in the conduct of Seller’s business generally;
- (g) all trade credits, account receivables, note receivables, take-or-pay amounts receivable, and other receivables attributable to the Assets with respect to any period of time prior to the Effective Time;
- (h) all work product of Seller’s attorneys, records relating to the negotiation and consummation of the transactions contemplated hereby and documents and instruments that are subject to the attorney-client privilege (other than title opinions);
- (i) subject to **Section 1.2(m)**, **Section 1.2(n)**, and **Section 1.2(o)** of the Purchase and Sale Agreement, all claims and causes of action (including any claims for insurance proceeds) accruing in favor of Seller and arising from acts, omissions or events or damage to or destruction of property with respect to all periods prior to the Effective Time;
- (j) all right, title and interest of Seller in and to vehicles or vessels used in connection with the Assets;

(k) any agreements excluded from the definition of "Contracts" in **Section 1.2(d)** of the Purchased and Sale Agreement;

(l) subject to **Section 1.2(m)**, **Section 1.2(n)**, and **Section 1.2(o)** of the Purchase and Sale Agreement, all rights, titles, claims and interests of Seller or any Affiliate of Seller (i) to or under any policy or agreement of insurance or any insurance proceeds; except to the extent provided in **Section 3.3** of the Purchase and Sale Agreement, and (ii) to or under any bond or bond proceeds;

(m) subject to **Section 1.2(q)** of the Purchase and Sale Agreement, any patent, patent application, logo, service mark, copyright, trade name, trademark or other intellectual property of or associated with Seller or any Affiliate of Seller or any business of Seller or of any Affiliate of Seller;

(n) all radio and telephone equipment (and associated peripherals) that is not described in **Section 1.2(f)** of the Purchase and Sale Agreement, and all personal computers, telephones, whether landline telephones or smartphones (and any phone numbers relating thereto);

(o) all proprietary and other computer software, except for software referenced at **Section 1.2(f)** or **Section 1.2(q)** of the Purchase and Sale Agreement;

(p) except to the extent conveyed by the Geological Data License or the Geological Data Assignment Agreement, all Geological Data;

(q) any offices or office leases;

(r) any capital stock or other equity interests of any Seller, any subsidiary of Seller, or any other entity;

(s) subject to **Section 1.2(g)** of the Purchase and Sale Agreement, all pipelines, gathering systems and appurtenances thereto;

(t) any personal property that is not directly related to the Assets (unless such personal property is referenced in any of clauses (a) through (q) of **Section 1.2** of the Purchase and Sale Agreement; and

(u) any Employee Benefits Plans maintained or contributed to by Seller or any ERISA Affiliate.

Buyer acknowledges that Seller (x) owns other operated and non-operated oil and gas assets throughout the States of Kansas and Oklahoma besides the Assets (including in some counties in which the Properties are located) and (y) desires to exclude those other assets from the transactions contemplated in this Agreement.

TO HAVE AND TO HOLD to Assignee, its successors and assigns, forever, subject to the Permitted Encumbrances, as such term is defined in the Purchase and Sale Agreement, and the other terms and provisions of this Assignment and of the Purchase and Sale Agreement referred to below.

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

1. **Effective Time.** This Assignment is effective as of the Effective Time.
2. **Purchase and Sale Agreement.** This Assignment is expressly made subject to the Purchase and Sale Agreement. If there is a conflict between this Assignment and the Purchase and Sale Agreement, the Purchase and Sale Agreement controls. Capitalized terms used and not otherwise defined in this Assignment are used with the meanings given thereto in the Purchase and Sale Agreement.

3. **Disclaimers.**

EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT OR IN THIS ASSIGNMENT, OR CONFIRMED IN THE CERTIFICATE OF ASSIGNOR DELIVERED TO ASSIGNEE PURSUANT TO SECTION 9.2(C) OF THE PURCHASE AND SALE AGREEMENT, (I) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) 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 ITS 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 REPRESENTED OTHERWISE IN ARTICLE 5 OF THE PURCHASE AND SALE AGREEMENT, CONFIRMED IN THE CERTIFICATE OF ASSIGNOR DELIVERED TO ASSIGNEE PURSUANT TO SECTION 9.2(C) OF THE PURCHASE AND SALE AGREEMENT, OR IN 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 DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS, FUTURE REVENUES GENERATED BY THE ASSETS OR FUTURE COSTS ASSOCIATED WITH 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 DESCRIPTIVE 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 OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS 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 FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES 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 AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE, OR (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT. EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN SECTION 5.18 OF THE PURCHASE AND SALE AGREEMENT, ASSIGNOR HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, ENVIRONMENTAL LIABILITIES, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS ASSIGNMENT OR OTHERWISE WILL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND ASSIGNOR IS DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

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 3 are "conspicuous" disclaimers for the purpose of any applicable Law.

4. **Special Warranty of Title.** This Assignment is made, executed and delivered without warranty of title, either express or implied, except that Assignor specially warrants to Defensible Title, as such term is defined in the Purchase and Sale Agreement, to the Assets by, through and under Seller and its Affiliates, and agrees to defend such Defensible Title to the Assets against the claims and demands of all Persons claiming by, through or under Assignor or its Affiliates, but not otherwise, up to the Allocated Value.

5. **Assumption by Assignee.** In addition to its other obligations under the Purchase and Sale Agreement, Assignee is obligated to 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, (ii) the dismantling or decommissioning and removal of

any Equipment 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 Applicable Contracts and (iii) the cleanup, restoration and/or remediation of the property covered by the Leases or related to the Assets. Subject to the indemnification by certain entities constituting Assignor under **Section 11.3** of the Purchase and Sale Agreement, Assignee assumes and agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the obligations and liabilities of Assignor, known or unknown, with respect to the Assets, regardless of whether such obligations or liabilities arose prior to, on or after the Effective Time, including but not limited to obligations to (a) furnish makeup gas according to the terms of applicable gas sales, gathering or transportation contracts, and to satisfy all other gas balancing obligations, if any, (b) pay working interests, royalties, overriding royalties and other interests (including those held in suspense), (c) properly plug and abandon any and all wells (including the Wells), including inactive wells or temporarily abandoned wells, drilled on the Properties, as required by Law, (d) replug any well, wellbore, or previously plugged well on the Properties to the extent required by Governmental Body, (e) dismantle, salvage and remove any equipment, structures, materials, flowlines, and property of whatever kind related to or associated with operations and activities conducted on the Properties, (f) clean up, restore and/or remediate the premises covered by or related to the Assets in accordance with applicable agreements and Laws, (g) perform all obligations applicable to or imposed on the Lessee, owner, or operator under the Leases and related contracts, or as required by applicable Laws (all of said obligations and liabilities, subject to the exclusions below, are referred to in this Assignment as the “**Assumed Obligations**”); provided, however, that the Assumed Obligations do not include, and Assignee has no obligation to assume, any obligations, liabilities, Losses, costs and expenses attributable to or of Assignor to the extent that they are:

- (i) any obligations, liabilities, Losses, costs or expenses attributable to or arising out of the Excluded Assets;
- (ii) any obligations, liabilities, Losses, costs or expenses attributable to or arise out of any contract, arrangement or relationship involving Seller or its Affiliates on the one hand, and any former, or current officer, director, manager, employee or equityholder of Seller or its Affiliates, on the other hand;
- (iii) any obligations, liabilities, Losses, costs or expenses of Seller or any of its Affiliates (A) to employees of Seller or any of its Affiliates arising under the Worker Adjustment and Retraining Notification Act of 1988, as amended (or similar state or local law), as a result of actions taken by Seller or any of its Affiliates on or prior to the Closing, (B) arising out of claims by or on behalf of employees of Seller or any of its Affiliates with respect to events that occur on or prior to the Closing and that relate to their employment with, or the terminations of their employment from, Seller or any of its Affiliates, (C) with respect to employees of Seller or any of its Affiliates arising under any “employee benefit plan” (as defined in Section 3(3) of ERISA) that is or has been sponsored by, contributed to, or

maintained by, Seller or any of its Affiliates, or (D) arising under ERISA for which Buyer may have any liability under ERISA solely as a result of the consummation of the transactions contemplated by this Agreement;

- (iv) any obligations, liabilities, Losses, costs or expenses associated with the disposal or transportation of any Hazardous Materials from the property associated with the Assets to any location not on such property or lands pooled or unitized therewith prior to the Closing (or as applicable for any Asset, prior to its delayed Closing);
- (v) any obligations, liabilities, Losses, costs or expenses arising out of or in connection with any death of or personal injury to Third Parties, where such death or injury is related to or arising out of Seller's or any of its Affiliate's ownership or operation of the Assets occurring prior to the Closing (or as applicable for any Asset, prior to its delayed Closing);
- (vi) any obligations, liabilities, Losses, costs or expenses incurred in connection with the matters disclosed on **Schedule 4.3** or **Schedule 5.9(a)** or **Schedule 5.18** of the Purchase and Sale Agreement;
- (vii) any obligations, liabilities, Losses, costs or expenses arising from or in connection with the gross negligence or criminal misconduct of Seller or any of its Affiliates;
- (viii) any obligations, liabilities, Losses, costs or expenses arising from any civil fines or penalties against Seller or any of its Affiliates;
- (ix) any obligations, liabilities, Losses, costs or expenses arising from or in connection with Proceedings existing at or prior to the Closing which involve Seller or any of its Affiliates;
- (x) any liability for Taxes of Seller, including any liability for any Asset Taxes that are attributable to any Tax period (or portion thereof) ending on or before the Effective Time; and
- (xi) any improper, incorrect or missed payments to royalty owners, arising solely with respect to the sale of Hydrocarbons produced from or allocated to the Properties prior to the Effective Time.

6. **Compliance with Law.** This Assignment is made subject to all applicable Laws that are promulgated, issued or enacted by a Governmental Body having applicable jurisdiction.

7. **Further Assignments.** **Assignee acknowledges that this Assignment is a global assignment intended for filing with the applicable counties in which the Assets are located, and that Assignee and Assignor have separately entered into multiple assignments for the purpose of recording the assignment of the Assets with the Governmental Body, if necessary.**

8. **Covenants 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 with each subsequent transfer or assignment of all or any part thereof) and extend to, bind and inure to the benefit of the Parties and their heirs, successors and assigns.

9. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all of which counterparts together shall constitute but one agreement. No party hereto shall be bound until such time as all of the parties hereto have executed counterparts of this Assignment.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Assignment is executed by the duly authorized officers or representatives of the Parties as of the Execution Date.

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, their general partner

By: Kathryn Lyles
Name: Kathryn Lyles
Title: Assistant Secretary

MERIT ENERGY PARTNERS E-I, L.P.
MERIT ENERGY PARTNERS E-II, L.P.
MERIT ENERGY PARTNERS E-III, L.P.

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

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

By: Kathryn Lyles
Name: Kathryn Lyles
Title: Assistant Secretary

MERIT ENERGY PARTNERS F-II, L.P.
MERIT ENERGY PARTNERS F-III, L.P.
MERIT ENERGY PARTNERS G, L.P.

By: Merit Management Partners III, L.P., their general partner

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

By: Kathryn Lyles
Name: Kathryn Lyles
Title: Assistant Secretary

MERIT ENERGY PARTNERS H, L.P.

By: Merit Management Partners IV, L.P., its general partner
By: Merit Management Partners GP, LLC, its general partner

By: Kathryn Lyles
Name: Kathryn Lyles
Title: Assistant Secretary

MERIT ENERGY PARTNERS I, L.P.

By: Merit Management Group I, L.P., its general partner
By: Merit Management Group I GP, LLC, its general partner

By: Kathryn Lyles
Name: Kathryn Lyles
Title: Assistant Secretary

MERIT ENERGY PARTNERS J, L.P.

By: Merit Management Group J, L.P., its general partner
By: Merit Management Group J GP, LLC, its general partner

By: Kathryn Lyles
Name: Kathryn Lyles
Title: Assistant Secretary

MERIT ENERGY PARTNERS V, L.P.
MERIT ENERGY PARTNERS VI, L.P.
MERIT ENERGY PARTNERS VIII, L.P.
MEP IX, L.P.
MERIT ENERGY PARTNERS X, L.P.
MERIT ENERGY PARTNERS A, L.P.
MERIT ENERGY PARTNERS B, L.P.
MERIT ENERGY PARTNERS C-I, L.P.
MERIT ENERGY PARTNERS C-II, L.P.
MERIT ENERGY PARTNERS D-I, L.P.

**MERIT ENERGY PARTNERS D-II, L.P.
MERIT ENERGY PARTNERS D-III, L.P.**

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

By: Kathryn Lyles
Name: Kathryn Lyles
Title: Assistant Secretary

MERIT ENERGY COMPANY, LLC

By: Kathryn Lyles
Name: Kathryn Lyles
Title: Assistant Secretary

MMGJ ARKANSAS, LLC

By: Kathryn Lyles
Name: Kathryn Lyles
Title: Assistant Secretary

ASSIGNEE:

PANHUGOTON PARTNERS LLC

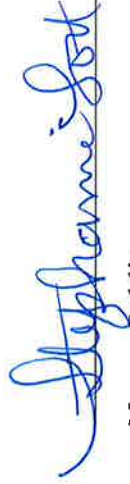
By: Jason Herrick
Name: Jason Herrick
Title: President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Kathryn Lyles, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he, being fully authorized to do so, executed and delivered the same as Assistant Secretary of Merit Management Partners GP, LLC, Merit Management Group I GP, LLC and Merit Management Group J GP, LLC, in their capacity as the direct or indirect general partner of the above listed entities, Assistant Secretary of Merit Energy Company, LLC and MMGJ Arkansas, LLC, on the day and year therein mentioned and as the act and deed of said corporation, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of May, 2019.



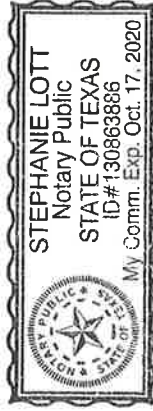

Notary Public


My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Jason Herrick, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he, being fully authorized to do so, executed and delivered the same as President for PanHugoton Partners LLC, a Delaware limited liability company, on the day and year therein mentioned and as the act and deed of said corporation, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of May, 2019.




Notary Public

My Commission expires _____

7525096_3
7617542_5

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al, and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
30247001	LEASE - OIL AND GAS	GUARANTY TRUST COMPANY	NORTHERN NATURAL GAS COMPANY	5/31/1946	75	271	31S	34W	17	31S34W17	SECTION 17: N/2 SE/4 31S-34W	SEWARD	2
30244001	LEASE - OIL AND GAS	FRED C. KOCH ET UX	WOOD RIVER OIL & REFINING CO. ET AL.	1/17/1947	75	514	31S	34W	17	31S34W17	SECTION W/2 AND W/2 NE/4 31S-34W	SEWARD	2
30244002	LEASE - OIL AND GAS	HOME ROYALTY ASSOCIATION INC.	WOOD RIVER OIL & REFINING CO. ET AL.	6/3/1946	74	158	31S	34W	17	31S34W17	SECTION W/2 AND W/2 NE/4 31S-34W	SEWARD	2
30246000	LEASE - OIL AND GAS	PATRICK H. DAY ET UX	JOE E. DENHAM	4/28/1943	47	531	31S	34W	17	31S34W17	SECTION 17: E/2 NE/4 31S-34W	SEWARD	2
30247003	LEASE - OIL AND GAS	ADAM O. RIDENOUR ET UX	NORTHERN NATURAL GAS COMPANY	3/9/1900	69	61	31S	34W	17	31S34W17	SECTION 17: N/2 SE/4 31S-34W	SEWARD	2
30247002	LEASE - OIL AND GAS	J. C. RIDENOUR ET UX	NORTHERN NATURAL GAS COMPANY	5/19/1944	69	62	31S	34W	17	31S34W17	SECTION 17: N/2 SE/4 31S-34W	SEWARD	2
30250000	LEASE - OIL AND GAS	J. C. RIDENOUR ET UX	BEN F. BLACK	1/14/1946	75	220	31S	34W	17	31S34W17	SECTION 17: S/2 SE/4 31S-34W	SEWARD	2
30263000 67328000	LEASE - OIL AND GAS	W. V. GRIFFITH ET UX	UNITED PRODUCING COMPANY INC	5/12/1948	85	116	31S	34W	18	31S34W18	SECTION 18: N/2 SE/4, SW/4 SE/4 SPECIFICALLY LESS AND EXCEPT THE SE/4 SE/4 31S-34W	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al, and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concomitant	Legal Description	County	Footnote
30262000 67327000	LEASE - OIL AND GAS	W. V. GRIFFITH ET UX	UNITED PRODUCING COMPANY INC	5/12/1948	85	115	31S	34W	18	31S34W18	31S-34W SECTION 18.5W/4 NE/4, NE/4 NE/4	SEWARD	2
30247001	LEASE - OIL AND GAS	GUARANTY TRUST COMPANY	NORTHERN NATURAL GAS COMPANY	5/31/1946	75	271	31S	34W	20	31S34W20	31S-34W SECTION 20: S/2 NE/4, SB/4	SEWARD	2
30247003	LEASE - OIL AND GAS	ADAM O. RIDENOUR ET UX	NORTHERN NATURAL GAS COMPANY	3/9/1900	69	61	31S	34W	20	31S34W20	31S-34W SECTION 20: S/2 NE/4, SB/4	SEWARD	2
30247002	LEASE - OIL AND GAS	J. C. RIDENOUR ET UX	NORTHERN NATURAL GAS COMPANY	5/19/1944	69	62	31S	34W	20	31S34W20	31S-34W SECTION 20: S/2 NE/4, SB/4	SEWARD	2
30250000	LEASE - OIL AND GAS	J. C. RIDENOUR ET UX	BEN F. BLACK	1/14/1946	75	220	31S	34W	20	31S34W20	31S-34W SECTION 20: N/2 NE/4	SEWARD	2
30247001	LEASE - OIL AND GAS	GUARANTY TRUST COMPANY	NORTHERN NATURAL GAS COMPANY	5/31/1946	75	271	31S	34W	21	31S34W21	31S-34W SECTION 21: S/4 NW/4, SW/4, W/2 NW/4	SEWARD	2
30247003	LEASE - OIL AND GAS	ADAM O. RIDENOUR ET UX	NORTHERN NATURAL GAS COMPANY	3/9/1900	69	61	31S	34W	21	31S34W21	31S-34W SECTION 21: S/4 NW/4, SW/4, W/2 NW/4	SEWARD	2
30247002	LEASE - OIL AND GAS	J. C. RIDENOUR ET UX	NORTHERN NATURAL GAS COMPANY	5/19/1944	69	62	31S	34W	21	31S34W21	31S-34W SECTION 21: S/4 NW/4, SW/4, W/2 NW/4	SEWARD	2
30213000	LEASE - OIL AND GAS	FEDERAL LAND BANK OF WICHITA	FRED C KOCH	5/1/1944	1	615	31S	34W	22	31S34W22	31S-34W SECTION 22: W/2 NW/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concenate	Legal Description	County	Footnote
30251000 66132000	LEASE - OIL AND GAS	THE FEDERAL FARM MORTGAGE CORPORATION	FRED C. KOCH	4/3/1944	1	603	31S	34W	23	31S34W23	31S-34W SECTION 23: SE/4	SEWARD	2, 16
30247001	LEASE - OIL AND GAS	GUARANTY TRUST COMPANY	NORTHERN NATURAL GAS COMPANY	5/31/1946	75	271	31S	34W	28	31S34W28	31S-34W SECTION 28: E/2 SE/4, SW/4 NE/4	SEWARD	2
30247003	LEASE - OIL AND GAS	ADAM O. RIDENOUR ET UX	NORTHERN NATURAL GAS COMPANY	3/9/1900	69	61	31S	34W	28	31S34W28	31S-34W SECTION 28: E/2 SE/4, SW/4 NE/4	SEWARD	2
30247002	LEASE - OIL AND GAS	J. C. RIDENOUR ET UX	NORTHERN NATURAL GAS COMPANY	5/19/1944	69	62	31S	34W	28	31S34W28	31S-34W SECTION 28: E/2 SE/4, SW/4 NE/4	SEWARD	2
30247001	LEASE - OIL AND GAS	GUARANTY TRUST COMPANY	NORTHERN NATURAL GAS COMPANY	5/31/1946	75	271	31S	34W	29	31S34W29	31S-34W SECTION 29: N/2 SW/4, SE/4 NW/4	SEWARD	2
30206000	LEASE - OIL AND GAS	CARL W. MORGAN ET AL	PANHANDLE EASTERN PIPE LINE COMPANY	4/19/1954	135	187	31S	34W	29	31S34W29	31S-34W SECTION 29: E/2 SE/4	SEWARD	2
30247003	LEASE - OIL AND GAS	ADAM O. RIDENOUR ET UX	NORTHERN NATURAL GAS COMPANY	3/9/1900	69	61	31S	34W	29	31S34W29	31S-34W SECTION 29: N/2 SW/4, SE/4 NW/4	SEWARD	2
30247002	LEASE - OIL AND GAS	J. C. RIDENOUR ET UX	NORTHERN NATURAL GAS COMPANY	5/19/1944	69	62	31S	34W	29	31S34W29	31S-34W SECTION 29: N/2 SW/4, SE/4 NW/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
30288000	LEASE - OIL AND GAS	FRED M. BEATY ET UX	CITTES SERVICE OIL COMPANY	4/9/1943	47	547	31S	34W	36	31S34W36	SECTION 36: E/2 31S-34W	SEWARD	2
30255000	LEASE - OIL AND GAS	ROBERT Y. HARLOW ET UX	ALDEN W FOSTER	7/11/1934	44	638	31S	34W	4	31S34W4	SECTION 4: W/2 NW/4 31S-34W	SEWARD	2
30255000 67329000	LEASE - OIL AND GAS	ROBERT Y. HARLOW ET UX	ALDEN W FOSTER	7/11/1934	44	638	31S	34W	5	31S34W5	SECTION 5: LOT 1, S/E NE/4 31S-34W	SEWARD	2
30259000 67324000	LEASE - OIL AND GAS	JOHN DAY	ALDEN W FOSTER	7/5/1934	44	629	31S	34W	5	31S34W5	SECTION 5: LOT 2, SW/4 NE/4, NW/4 SE/4, NE/4 SE/4 31S-34W	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concateate	Legal Description	County	Footnote
30260000 67325000	LEASE - OIL AND GAS	CHARLES YOUNG ET UX	ALDEN W FOSTER	7/5/1934	44	632	31S	34W	5	31S34W5	SECTION 5: N/2 SW/4, S/2 SE/4, SE/4 SW/4, SW/4 SW/4	SEWARD	2
30214000	LEASE - OIL AND GAS	FARMERS AND MERCHANTS NATIONAL BANK OF HOOKER, HOOKER, OKLAHOMA	FRED C. KOCH	4/4/1954	1	615	31S	34W	8	31S34W8	SECTION 8: E/2 NE/4	SEWARD	2
30244001	LEASE - OIL AND GAS	FRED C. KOCH ET UX	WOOD RIVER OIL & REFINING CO. ET AL.	1/17/1947	75	514	31S	34W	8	31S34W8	SECTION 8: S/2 SW/4	SEWARD	2
30252000	LEASE - OIL AND GAS	SANTA FE ENERGY COMPANY	ANADARKO PETROLEUM CORPORATION	12/10/1987	389	520	31S	34W	9	31S34W9	SECTION 9: W/2 NE/4	SEWARD	2
30253001	LEASE - OIL AND GAS	SANTA FE ENERGY COMPANY	ANADARKO PETROLEUM CORPORATION	12/10/1987	389	523	31S	34W	9	31S34W9	SECTION 9: E/2 NE/4	SEWARD	2
30253002	LEASE - OIL AND GAS	SANTA FE ENERGY RESOURCES INC.	ANADARKO PETROLEUM CORPORATION	11/4/1989	412	211	31S	34W	9	31S34W9	SECTION 9: E/2 NE/4	SEWARD	2
28340000	TERM MINERAL DEED	NANCY BALLINGER ET VIR ET AL.	ANADARKO PETROLEUM CORPORATION	6/30/1986	593	574	32S	33W	6	32S33W6	SECTION 6: NE/4 SW/4, SE/4	SEWARD	2
28365001	TERM MINERAL DEED	LINDA M. BAUNHOFER ET VIR	ANADARKO PETROLEUM CORPORATION	8/1/1996	593	574	32S	33W	6	32S33W6	SECTION 6: NE/4 SW/4, SE/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
28365002	TERM MINERAL DEED	KIMBERLY K. M. DAMEI ET VIR	ANADARKO PETROLEUM CORPORATION	8/1/1996	593	574	32S	33W	6	32S33W6	SECTION 6: NE/4 SW/4, SE/4 32S-33W	SEWARD	2
28365003	TERM MINERAL DEED	CONNIE MORGAN SHAW	ANADARKO PETROLEUM CORPORATION	8/5/1986	593	574	32S	33W	6	32S33W6	SECTION 6: NE/4 SW/4, SE/4 32S-33W	SEWARD	2
28365004	TERM MINERAL DEED	SYLVIA M. PRAT ET VIR	ANADARKO PETROLEUM CORPORATION	8/11/1986	593	574	32S	33W	6	32S33W6	SECTION 6: NE/4 SW/4, SE/4 32S-33W	SEWARD	2
28365005	TERM MINERAL DEED	CHARLES H. MORGAN	ANADARKO PETROLEUM CORPORATION	8/14/1986	593	574	32S	33W	6	32S33W6	SECTION 6: NE/4 SW/4, SE/4 32S-33W	SEWARD	2
30200000	LEASE - OIL AND GAS	CARL W. MORGAN ET AL	PANHANDLE EASTERN PIPE LINE COMPANY	4/19/1954	135	174	32S	33W	6	32S33W6	SECTION 6: NE/4 SW/4, SE/4 32S-33W	SEWARD	2
65792000	LEASE - OIL AND GAS	MINNIE C ELLIS	PANHANDLE EASTERN PIPE LINE COMPANY	11/12/1953	117	417	32S	33W	6	32S33W6	SECTION 6: NW/4 32S-33W	SEWARD	2
66142000	LEASE - OIL AND GAS	LEVI HOFFMAN ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	5/20/1952	111	585	32S	33W	6	32S33W6	SECTION 6: NE/4 32S-33W	SEWARD	2
28365006	TERM MINERAL DEED	STEPHEN MORGAN	ANADARKO PETROLEUM CORPORATION	8/4/1986	593	574	32S	33W	6	32S33W6	SECTION 6: NE/4 SW/4, SE/4 32S-33W	SEWARD	2
28365007	TERM MINERAL DEED	LEOLA L. STALEY	ANADARKO PETROLEUM CORPORATION	9/16/1986	593	574	32S	33W	6	32S33W6	SECTION 6: NE/4 SW/4, SE/4 32S-33W	SEWARD	2
28365008	TERM MINERAL DEED	HARLEY MORGAN	ANADARKO PETROLEUM CORPORATION	8/27/1986	593	574	32S	33W	6	32S33W6	SECTION 6: NE/4 SW/4, SE/4 32S-33W	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al, and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concarnate	Legal Description	County	Footnote
28365001	TERM MINERAL DEED	LINDA M. BAUNHOFFER ET VIR	ANADARKO PETROLEUM CORPORATION	8/1/1996	593	574	32S	33W	8	32S33W8	32S-33W SECTION 8: SW/4, SE/4	SEWARD	2
28364000	TERM MINERAL DEED	NANCY BALLINGER ET VIR ET AL	ANADARKO PETROLEUM CORPORATION	6/30/1986	593	574	32S	33W	8	32S33W8	32S-33W SECTION 8: SW/4, SE/4	SEWARD	2
83615000	LEASE - OIL AND GAS	CARL W. MORGAN ET AL	PANHANDLE EASTERN PIPE LINE COMPANY	7/19/1954	135	179	32S	33W	8	32S33W8	SECTION 8: SW/4	SEWARD	2
30202000	LEASE - OIL AND GAS	CARL W. MORGAN ET AL	PANHANDLE EASTERN PIPE LINE COMPANY	4/19/1954	135	177	32S	33W	8	32S33W8	SECTION 8: SE/4	SEWARD	2
28365008	TERM MINERAL DEED	HARLEY MORGAN	ANADARKO PETROLEUM CORPORATION	8/27/1986	593	574	32S	33W	7	32S33W7	SECTION 7: NW/4 NE/4, E2 NE/4	SEWARD	2
28365007	TERM MINERAL DEED	LEOLA L. STALEY	ANADARKO PETROLEUM CORPORATION	9/16/1986	593	574	32S	33W	7	32S33W7	SECTION 7: NW/4 NE/4, E2 NE/4	SEWARD	2
28365006	TERM MINERAL DEED	STEPHEN MORGAN	ANADARKO PETROLEUM CORPORATION	8/4/1986	593	574	32S	33W	7	32S33W7	SECTION 7: NW/4 NE/4, E2 NE/4	SEWARD	2
28365005	TERM MINERAL DEED	CHARLES H. MORGAN	ANADARKO PETROLEUM CORPORATION	8/14/1986	593	574	32S	33W	7	32S33W7	SECTION 7: NW/4 NE/4, E2 NE/4	SEWARD	2
28365004	TERM MINERAL DEED	SYLVIA M. PRAT ET VIR	ANADARKO PETROLEUM CORPORATION	8/11/1986	593	574	32S	33W	7	32S33W7	SECTION 7: NW/4 NE/4, E2 NE/4	SEWARD	2
28365003	TERM MINERAL DEED	CONNIE MORGAN SHAW	ANADARKO PETROLEUM CORPORATION	8/5/1986	593	574	32S	33W	7	32S33W7	SECTION 7: NW/4 NE/4, E2 NE/4	SEWARD	2
28365002	TERM MINERAL DEED	KIMBERLY K. M. DABMI ET VIR	ANADARKO PETROLEUM CORPORATION	8/1/1996	593	574	32S	33W	7	32S33W7	SECTION 7: NW/4 NE/4, E2 NE/4	SEWARD	2
28365001	TERM MINERAL DEED	LINDA M. BAUNHOFFER ET VIR	ANADARKO PETROLEUM CORPORATION	8/1/1996	593	574	32S	33W	7	32S33W7	SECTION 7: NW/4 NE/4, E2 NE/4	SEWARD	2
28364000	TERM MINERAL DEED	NANCY BALLINGER ET VIR ET AL	ANADARKO PETROLEUM CORPORATION	6/30/1986	593	574	32S	33W	7	32S33W7	SECTION 7: NW/4 NE/4, E2 NE/4	SEWARD	2
30201000	LEASE - OIL AND GAS	CARL W. MORGAN ET AL	PANHANDLE EASTERN PIPE LINE COMPANY	4/19/1954	135	175	32S	33W	7	32S33W7	SECTION 7: E2 NE/4, NW/4 NE/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
28365002	TERM MINERAL DEED	KIMBERLY K. M. DAEMI ET VIR	ANADARKO PETROLEUM CORPORATION	8/1/1996	593	574	33W	33W	8	32S33W8	32S-33W SECTION 8: SW/4, SE/4	SEWARD	2
28365003	TERM MINERAL DEED	CONNIE MORGAN SHAW	ANADARKO PETROLEUM CORPORATION	8/5/1986	593	574	33W	33W	8	32S33W8	32S-33W SECTION 8: SW/4, SE/4	SEWARD	2
28365004	TERM MINERAL DEED	SYLVIA M. PRAT ET VIR	ANADARKO PETROLEUM CORPORATION	8/11/1986	593	574	33W	33W	8	32S33W8	32S-33W SECTION 8: SW/4, SE/4	SEWARD	2
28365005	TERM MINERAL DEED	CHARLES H. MORGAN	ANADARKO PETROLEUM CORPORATION	8/14/1986	593	574	33W	33W	8	32S33W8	32S-33W SECTION 8: SW/4, SE/4	SEWARD	2
28365006	TERM MINERAL DEED	STEPHEN MORGAN	ANADARKO PETROLEUM CORPORATION	8/4/1986	593	574	33W	33W	8	32S33W8	32S-33W SECTION 8: SW/4, SE/4	SEWARD	2
28365007	TERM MINERAL DEED	LEOLAL STALEY	ANADARKO PETROLEUM CORPORATION	9/16/1986	593	574	33W	33W	8	32S33W8	32S-33W SECTION 8: SW/4, SE/4	SEWARD	2
28365008	TERM MINERAL DEED	HARLEY MORGAN	ANADARKO PETROLEUM CORPORATION	8/27/1986	593	574	33W	33W	8	32S33W8	32S-33W SECTION 8: SW/4, SE/4	SEWARD	2
30310000	LEASE - OIL AND GAS	EMMA THOMPSON HAYS ET VIR	NORTHERN NATURAL GAS COMPANY	5/8/1944	69	56	34W	34W	2	32S34W2	32S-34W SECTION 2: NW/4	SEWARD	2
30297002	LEASE - OIL AND GAS	FEDERAL LAND BANK OF WIGHTVA	NORTHERN NATURAL GAS COMPANY	12/14/1945	43	152	34W	34W	3	32S34W3	32S-34W SECTION 3: E/2 SE/4, NE/4 SE/4	SEWARD	2
30297001	LEASE - OIL AND GAS	J. M. HICKMAN ET UX	NORTHERN NATURAL GAS COMPANY	6/8/1945	75	82	34W	34W	3	32S34W3	32S-34W SECTION 3: NE/4 SE/4, SE/4 SE/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al, and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concomitate	Legal Description	County	Footnote
83624000	LEASE - OIL AND GAS	RICE DAVIES	PANHANDLE EASTERN PIPE LINE COMPANY	3/1/1957	159	11	33S	31W	30	33S1W30	SECTION 30: LOTS 2, 3, 4, SE/4 SW/4, NE/4 NW/4, SE/4 NW/4, NE/4 SW/4	SEWARD	2
83625000	LEASE - OIL AND GAS	RICE DAVIES	PANHANDLE EASTERN PIPE LINE COMPANY	3/1/1957	159	12	33S	31W	30	33S1W30	SECTION 30: E/2	SEWARD	2
83495000	LEASE - OIL AND GAS	ED F. KELLER ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	11/1/1944	69	189	33S	31W	30	33S1W30	SECTION 30: LOT 1	SEWARD	2
83621000	LEASE - OIL AND GAS	RICE DAVIES	PANHANDLE EASTERN PIPE LINE COMPANY	3/1/1957	159	5	33S	31W	31	33S1W31	SECTION 31: NE/4 NE/4, W/2 E/2	SEWARD	2
83623000	LEASE - OIL AND GAS	RICE DAVIES	PANHANDLE EASTERN PIPE LINE COMPANY	3/1/1957	159	10	33S	31W	31	33S1W31	SECTION 31: LOTS 1, 2, 3, 4, E/2 W/2	SEWARD	2
83622000	LEASE - OIL AND GAS	J. RAYMOND MCCLURE ET AL	ANADARKO PETROLEUM CORPORATION	6/28/1963	208	185	33S	31W	31	33S1W31	SECTION 31: E/2 SE/4, SE/4 NE/4	SEWARD	2
30277001	LEASE - OIL AND GAS	MALDA DENIO	T. S. DUDLEY LAND COMPANY INC.	3/1/1995	460	733	33S	32W	2	33S32W2	SECTION 2: SW/4	SEWARD	2
30277002	LEASE - OIL AND GAS	F. A. FELLERS	T. S. DUDLEY LAND COMPANY INC.	3/1/1995	460	738	33S	32W	2	33S32W2	SECTION 2: SW/4	SEWARD	2
30277003	LEASE - OIL AND GAS	CONNIE C. DAVIS	T. S. DUDLEY LAND COMPANY INC.	3/1/1995	460	743	33S	32W	2	33S32W2	SECTION 2: SW/4	SEWARD	2
83496000	LEASE - OIL AND GAS	ED F. KELLER ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	11/1/1944	69	185	33S	32W	25	33S32W25	SECTION 25: S/2 NW/4, N/2 NE/4, N/2 NW/4, S/2 NE/4, S/2 SE/4, N/2 SE/4	SEWARD	2
83497000	LEASE - OIL AND GAS	ED F. KELLER ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	11/1/1944	69	188	33S	32W	25	33S32W25	SECTION 25: N/2 SW/4, SE/4 SW/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al, and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concate	Legal Description	County	Footnote
83685000	LEASE - OIL AND GAS	BOARD OF COUNTY COMMISSIONERS	WHITESTONE PETROLEUM CORP	2/18/1963	206	515	33S	32W	25	33S32W25	SECTION 25: SE/4 SW/4	SEWARD	2
30277001	LEASE - OIL AND GAS	MAIDA DENIO	T. S. DUDLEY LAND COMPANY INC.	3/1/1995	460	733	33S	32W	3	33S32W3	SECTION 3: S/2 NE/2, W/2 SE/4	SEWARD	2
30273001	LEASE - OIL AND GAS	BEVERLY H. MALIN ET VIR	T. S. DUDLEY LAND COMPANY INC.	3/1/1995	459	632	33S	32W	3	33S32W3	SECTION 3: LOTS 2, 3, & 4, S/2 NW/4 (ALSO DESCRIBED AS NW/4, NW/4 NE/4)	SEWARD	2
30273002	LEASE - OIL AND GAS	VERNA MAE HEADRICK TRUST	T. S. DUDLEY LAND COMPANY INC.	3/1/1995	460	900	33S	32W	3	33S32W3	SECTION 3: LOTS 2, 3, & 4, S/2 NW/4 (ALSO DESCRIBED AS NW/4, NW/4 NE/4)	SEWARD	2
30273003	LEASE - OIL AND GAS	EARL DEAN HEADRICK TRUST	T. S. DUDLEY LAND COMPANY INC.	3/1/1995	460	905	33S	32W	3	33S32W3	SECTION 3: LOTS 2, 3, & 4, S/2 NW/4 (ALSO DESCRIBED AS NW/4, NW/4 NE/4)	SEWARD	2
30277002	LEASE - OIL AND GAS	F. A FELLERS	T. S. DUDLEY LAND COMPANY INC.	3/1/1995	460	738	33S	32W	3	33S32W3	SECTION 3: S/2 NE/2, W/2 SE/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al, and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
30277003	LEASE - OIL AND GAS	CONNIE C. DAVIS	T. S. DUDLEY LAND COMPANY INC.	3/1/1995	460	460	33S	32W	3	33S32W3	33S-32W SECTION 3: S/2 NE/2	SEWARD	2
30276000	LEASE - OIL AND GAS	JACK REYNOLDS ET UX	T. S. DUDLEY LAND COMPANY INC.	2/20/1995	460	898	33S	32W	3	33S32W3	33W-32W SECTION 3: SW/4	SEWARD	2
30286002	LEASE - OIL AND GAS	DONNA MARIE WALKER TRUST	T. S. DUDLEY LAND COMPANY INC.	3/1/1995	461	489	33S	32W	3	33S32W3	33S-32W SECTION 3: E/2 SE/4	SEWARD	2
83626000	LEASE - OIL AND GAS	RICE DAVIES ET AL.	PANHANDLE EASTERN PIPE LINE COMPANY	3/1/1957	159	7	33S	32W	36	33S32W36	33S-32W SECTION 36: S/2	SEWARD	2
83627000	LEASE - OIL AND GAS	RICE DAVIES	PANHANDLE EASTERN PIPE LINE COMPANY	3/1/1957	159	25	33S	32W	36	33S32W36	33S-32W SECTION 36: N/2	SEWARD	2
30269003	LEASE - OIL AND GAS	PAUL HOAG	T. S. DUDLEY LAND COMPANY INC.	3/24/1995	460	969	33S	32W	4	33S32W4	33S-32W SECTION 4: W/2 SE/4, SW/4, N/2	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al, and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
30285000	LEASE - OIL AND GAS	ARKALON GRAZING ASSOCIATION	T. S. DUDLEY LAND COMPANY INC.	3/1/1995	461	499	33S	32W	4	33S32W4	SECTION 4: E/2 SE/4 33S-32S	SEWARD	2
30269004	LEASE - OIL AND GAS	CECIL MILHON ET UX	T. S. DUDLEY LAND COMPANY INC.	3/1/1995	460	979	33S	32W	4	33S32W4	SECTION 4: SW/4, W/2 SE/4, N/2 33S-32W	SEWARD	2
30269001	LEASE - OIL AND GAS	WILLIAM E. HIRN, INDIVIDUALLY AND AS TRUSTEE OF THE TRUST OF WILLIAM E. HIRN	T. S. DUDLEY LAND COMPANY INC.	2/9/1955	459	1061	33S	32W	4	33S32W4	SECTION 4: SW/4, W/2 SE/4, N/2 33S-32W	SEWARD	2
30269002	LEASE - OIL AND GAS	WILLIAM J STEWART	T. S. DUDLEY LAND COMPANY INC.	2/9/1955	459	1069	33S	32W	4	33S32W4	SECTION 4: SW/4, W/2 SE/4, N/2 33S-32W	SEWARD	2
30269001	LEASE - OIL AND GAS	WILLIAM E. HIRN, INDIVIDUALLY AND AS TRUSTEE OF THE TRUST OF WILLIAM E. HIRN	T. S. DUDLEY LAND COMPANY INC.	2/9/1955	459	1061	33S	32W	9	33S32W9	SECTION 9: ALL 33S-32W	SEWARD	2
30269002	LEASE - OIL AND GAS	WILLIAM J STEWART	T. S. DUDLEY LAND COMPANY INC.	2/9/1955	459	1069	33S	32W	9	33S32W9	SECTION 9: ALL 33S-32W	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
83618000	LEASE - OIL AND GAS	CARL W. MORGAN ET AL.	PANHANDLE EASTERN PIPE LINE COMPANY	7/19/1954	135	185	33S	33W	21	33S33W21	33S-33W SECTION 21: NW/4	SEWARD	2
83503000	LEASE - OIL AND GAS	LOTTIE F. ARMSTRONG ET VIR	PANHANDLE EASTERN PIPE LINE COMPANY	11/10/1944	69	352	33S	33W	21	33S33W21	33S-33W SECTION 21: SE/4 LESS AND EXCEPT THE WELLBORE OF THE DODD MADDEN A-1 WELL, API 1517530012	SEWARD	2
83619000	LEASE - OIL AND GAS	CARL W. MORGAN ET AL.	PANHANDLE EASTERN PIPE LINE COMPANY	7/19/1954	135	186	33S	33W	21	33S33W21	33S-33W SECTION 21: SW/4	SEWARD	2
83593000	LEASE - OIL AND GAS	LEE V. SWAN ET UX	BEN F. BLACK	1/1/1945	69	511	33S	33W	21	33S33W21	33S-33W SECTION 21: NE/4	SEWARD	2
28364000	TERM MINERAL DEED	NANCY BALLINGER ET VIR ET AL.	ANADARKO PETROLEUM CORPORATION	6/30/1986	593	574	33S	33W	21	33S33W21	33S-33W SECTION 21: NW/4, SW/4	SEWARD	2
28365001	TERM MINERAL DEED	LINDA M. BAUNHOFFER ET VIR	ANADARKO PETROLEUM CORPORATION	8/1/1996	593	574	33S	33W	21	33S33W21	33S-33W SECTION 21: NW/4, SW/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al, and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concateate	Legal Description	County	Footnote
28365002	TERM MINERAL DEED	KIMBERLY K. M. DABMI ET VIR	ANADARKO PETROLEUM CORPORATION	8/1/1996	593	574	33S	33W	21	33S33W21	33S-33W SECTION 21: NW/4, SW/4	SEWARD	2
28365003	TERM MINERAL DEED	CONNIE MORGAN SHAW	ANADARKO PETROLEUM CORPORATION	8/5/1986	593	574	33S	33W	21	33S33W21	33S-33W SECTION 21: NW/4, SW/4	SEWARD	2
28365004	TERM MINERAL DEED	SYLVIA M. PRAT ET VIR	ANADARKO PETROLEUM CORPORATION	8/11/1986	593	574	33S	33W	21	33S33W21	33S-33W SECTION 21: NW/4, SW/4	SEWARD	2
28365005	TERM MINERAL DEED	CHARLES H. MORGAN	ANADARKO PETROLEUM CORPORATION	8/14/1986	593	574	33S	33W	21	33S33W21	33S-33W SECTION 21: NW/4, SW/4	SEWARD	2
28365006	TERM MINERAL DEED	STEPHEN MORGAN	ANADARKO PETROLEUM CORPORATION	8/4/1986	593	574	33S	33W	21	33S33W21	33S-33W SECTION 21: NW/4, SW/4	SEWARD	2
28365007	TERM MINERAL DEED	LEOLA L. STALEY	ANADARKO PETROLEUM CORPORATION	9/16/1986	593	574	33S	33W	21	33S33W21	33S-33W SECTION 21: NW/4, SW/4	SEWARD	2
28365008	TERM MINERAL DEED	HARLEY MORGAN	ANADARKO PETROLEUM CORPORATION	8/27/1986	593	574	33S	33W	21	33S33W21	33S-33W SECTION 21: NW/4, SW/4	SEWARD	2
30188000	LEASE - OIL AND GAS	ALICE WYATT ET VIR	BEN F. BLACK	12/18/1944	59	506	33S	33W	25	33S33W25	33S-33W SECTION 25: N/2 NE/4 NE/4, W/2 NE/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
30189000	LEASE - OIL AND GAS	ANNIE K. LATIMER	BEN F. BLACK	1/8/1945	73	541	33S	33W	25	33S33W25	SECTION 25: SW/4, NW/4 SE/4	SEWARD	2
30190000	LEASE - OIL AND GAS	LOTTE PIEHLER ET AL.	BEN F. BLACK	2/15/1945	73	459	33S	33W	25	33S33W25	SECTION 25: NE/4 SE/4, S/2 SE/4, SE/4 NE/4	SEWARD	2
30191000	LEASE - OIL AND GAS	L. A. PHILLIPS ET UX	BEN F. BLACK	12/1/1945	75	213	33S	33W	25	33S33W25	SECTION 25: W/2 NW/4	SEWARD	2
30181002	LEASE - OIL AND GAS	FEDERAL FARM MORTGAGE CORP	PANHANDLE EASTERN PIPE LINE COMPANY	6/12/1950	102	263	33S	33W	25	33S33W25	SECTION 25: S/2 NE/4 NE/4	SEWARD	2
30181001	LEASE - OIL AND GAS	ROLAND JACQUART ET AL.	PANHANDLE EASTERN PIPE LINE COMPANY	6/12/1950	102	54	33S	33W	25	33S33W25	SECTION 25: S/2 NE/4 NE/4	SEWARD	2
83577000	LEASE - OIL AND GAS	DAISY V. HEARD ET UX	BEN F. BLACK	12/5/1944	69	508	33S	33W	26	33S33W26	SECTION 26: SE/4	SEWARD	2
30158000	LEASE - OIL AND GAS	CLIFFORD H. BROWNE ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	11/1/1944	69	431	33S	33W	27	33S33W27	SECTION 27: NE	SEWARD	2, 17
83578000	LEASE - OIL AND GAS	IDA M. GARY ET AL.	JOHN M. FRANKLIN	10/23/1944	69	579	33S	33W	27	33S33W27	SECTION 27: W/2	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al, and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
83579000	LEASE - OIL AND GAS	GERTRUDE BARTON	BEN F. BLACK	1/15/1945	73	427	33S	33W	27	33S33W27	SECTION 27: SE/4 33S-33W	SEWARD	2
83578000	LEASE - OIL AND GAS	IDA M. GARY ET AL.	JOHN M. FRANKLIN	10/23/1944	69	579	33S	33W	28	33S33W28	SECTION 28: SE/4 33S-33W	SEWARD	2
83634000	LEASE - OIL AND GAS	A. B. GRISHAM ET AL.	PANHANDLE EASTERN PIPE LINE COMPANY	3/31/1958	169	275	33S	33W	34	33S33W34	SECTION 34: SW/4 33S-33W	SEWARD	2
83631000	LEASE - OIL AND GAS	ROSS FRAM ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	3/18/1958	166	687	33S	33W	34	33S33W34	SECTION 34: SW/4 33S-33W	SEWARD	2
83632000	LEASE - OIL AND GAS	IDA CAMERON	PANHANDLE EASTERN PIPE LINE COMPANY	4/2/1958	169	54	33S	33W	34	33S33W34	SECTION 34: SW/4 33S-33W	SEWARD	2
83633000	LEASE - OIL AND GAS	LAUREL A. MARCH ET AL.	PANHANDLE EASTERN PIPE LINE COMPANY	3/31/1958	169	56	33S	33W	34	33S33W34	SECTION 34: SW/4 33S-33W	SEWARD	2
83493000	LEASE - OIL AND GAS	W. G. HARDEN ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	10/30/1944	69	170	33S	33W	34	33S33W34	SECTION 34: N/2 33S-33W	SEWARD	2
30192000	LEASE - OIL AND GAS	ROSS FRAM ET UX	BEN F. BLACK	12/9/1944	73	326	33S	33W	35	33S33W35	SECTION 35: S/2 33S-33W	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
83584000	LEASE - OIL AND GAS	W. E. SALLEY ET UX	BEN F. BLACK	4/18/1946	75	236	33S	33W	35	33S33W35	SECTION 35: NW/4 33S-33W	SEWARD	2
30206000	LEASE - OIL AND GAS	CARL W. MORGAN ET AL	PANHANDLE EASTERN PIPE LINE COMPANY	4/19/1954	135	182	33S	33W	9	33S33W9	SECTION 9: S/2 NW/4 33S-33W	SEWARD	2
30157000	LEASE - OIL AND GAS	MARY N. FTZOLD	PANHANDLE EASTERN PIPE LINE COMPANY	8/26/1944	69	124	33S	33W	9	33S33W9	SECTION 9: SW/4 33S-33W	SEWARD	2
28364000	TERM MINERAL DEED	NANCY BALLINGER ET VIR ET AL	ANADARKO PETROLEUM CORPORATION	6/30/1986	593	574	33S	33W	9	33S33W9	SECTION 9: S/2 NW/4 33S-33W	SEWARD	2
28365001	TERM MINERAL DEED	LINDA M. BAUNHOFER ET VIR	ANADARKO PETROLEUM CORPORATION	8/1/1996	593	574	33S	33W	9	33S33W9	SECTION 9: S/2 NW/4 33S-33W	SEWARD	2
28365002	TERM MINERAL DEED	KIMBERLY K. M. DAEMI ET VIR	ANADARKO PETROLEUM CORPORATION	8/1/1996	593	574	33S	33W	9	33S33W9	SECTION 9: S/2 NW/4 33S-33W	SEWARD	2
28365003	TERM MINERAL DEED	CONNIE MORGAN SHAW	ANADARKO PETROLEUM CORPORATION	8/5/1986	593	574	33S	33W	9	33S33W9	SECTION 9: S/2 NW/4 33S-33W	SEWARD	2
28365004	TERM MINERAL DEED	SYLVIA M. PRAT ET VIR	ANADARKO PETROLEUM CORPORATION	8/1/1986	593	574	33S	33W	9	33S33W9	SECTION 9: S/2 NW/4 33S-33W	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al, and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
28365005	TERM MINERAL DEED	CHARLES H. MORGAN	ANADARKO PETROLEUM CORPORATION	8/14/1986	593	574	33S	33W	9	33S33W9	SECTION 9: S/2 NW/4	SEWARD	2
28365006	TERM MINERAL DEED	STEPHEN MORGAN	ANADARKO PETROLEUM CORPORATION	8/4/1986	593	574	33S	33W	9	33S33W9	SECTION 9: S/2 NW/4	SEWARD	2
28365007	TERM MINERAL DEED	LEOLA L. STALEY	ANADARKO PETROLEUM CORPORATION	9/16/1986	593	574	33S	33W	9	33S33W9	SECTION 9: S/2 NW/4	SEWARD	2
28365008	TERM MINERAL DEED	HARLEY MORGAN	ANADARKO PETROLEUM CORPORATION	8/27/1986	593	574	33S	33W	9	33S33W9	SECTION 9: S/2 NW/4	SEWARD	2
30175000	LEASE - OIL AND GAS	HAZEL LUCILLE JONES ET VIR	FRED C. KOCH	4/3/1944	1	620	33S	34W	10	33S34W10	SECTION 10: E/2 SE/4	SEWARD	2
30154000	LEASE - OIL AND GAS	FRED C. KOCH ET AL	PANHANDLE EASTERN PIPE LINE COMPANY	7/11/1949	85	334	33S	34W	15	33S34W15	SECTION 15: NW/4 NE/4, SE/4, SW/4 NE/4, W/2	SEWARD	2, 14
83518000	LEASE - OIL AND GAS	D. W. MCGEE ET UX	FRANK PARKES	3/4/1942	64	238	33S	34W	18	33S34W18	SECTION 18: N/2, SE/4	SEWARD	2
83522000	LEASE - OIL AND GAS	CECIL G. MELTON ET UX	FRANK PARKES	9/23/1942	64	251	33S	34W	18	33S34W18	SECTION 18: SW/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concateate	Legal Description	County	Footnote
30164000	LEASE - OIL AND GAS	GUY S. SPARKMAN ET UX	CITIES SERVICE OIL COMPANY	4/21/1943	47	552	33S	34W	2	33S34W2	SECTION 2: NW/4	SEWARD	2
30174000	LEASE - OIL AND GAS	FEDERAL LAND BANK OF WICHITA	FRED C KOCH	4/24/1944	1	613	33S	34W	2	33S34W2	SECTION 2: S/2	SEWARD	2
83526000	LEASE - OIL AND GAS	GLEN MARCELLUS ET UX	CITIES SERVICE OIL COMPANY	4/24/1943	47	551	33S	34W	23	33S34W23	SECTION 23: N/2	SEWARD	2
83527000	LEASE - OIL AND GAS	OWEN E. MAXWELL ET UX	CITIES SERVICE OIL COMPANY	4/24/1943	47	554	33S	34W	23	33S34W23	SECTION 23: S/2	SEWARD	2, 16
N/A	LEASE - OIL AND GAS	JOSEPH J. SCHOONOVER ET UX	FRED C. KOCH	5/6/1944	69	2	33S	34W	25	33S34W25	SECTION 25: NW/4	SEWARD	2
30220000	LEASE - OIL AND GAS	THEOPOLIS A HACKER, OTHERWISE KNOWN AS T. A HACKER AND ROBERTA HACKER, HIS WIFE	PANHANDLE EASTERN PIPE LINE COMPANY	6/15/1949	85	318	33S	34W	26	33S34W26	SECTION 26: W/2	SEWARD	2
30221000	LEASE - OIL AND GAS	CLARENCE M. NIX ET AL.	PANHANDLE EASTERN PIPE LINE COMPANY	7/22/1949	85	325	33S	34W	27	33S34W27	SECTION 27: N/2 SW/4, SE/4 SW/4, S/W4 SW/4	SEWARD	2, 15
30222000	LEASE - OIL AND GAS	ANNA GUTTRIDGE	PANHANDLE EASTERN PIPE LINE COMPANY	6/11/1949	85	315	33S	34W	27	33S34W27	SECTION 27: S/2 NW/4	SEWARD	2, 15
30167000	LEASE - OIL AND GAS	HENRY GUTTRIDGE ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	6/10/1949	85	313	33S	34W	27	33S34W27	SECTION 27: N/2 NW/4	SEWARD	2, 15
N/A	LEASE - OIL AND GAS	MAUDE GUTTRIDGE ET AL.	TOM BURDEN	4/22/1969	249	360	33S	34W	27	33S34W27	SECTION 27: E/2	SEWARD	2, 15

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
83529000	LEASE - OIL AND GAS	CLARENCE M. NIX ET AL.	PANHANDLE EASTERN PIPE LINE COMPANY	7/22/1949	85	326	33S	34W	28	33S34W28	33S-34W SECTION 28: NE/4	SEWARD	2
83530000	LEASE - OIL AND GAS	ALBERT E. FINCHAM ET UX	CITIES SERVICE OIL COMPANY	6/25/1943	47	325	33S	34W	28	33S34W28	33S-34W SECTION 28: NW/4	SEWARD	2
83531000	LEASE - OIL AND GAS	ALBERT E. FINCHAM ET UX	CITIES SERVICE OIL COMPANY	6/25/1943	47	331	33S	34W	28	33S34W28	33S-34W SECTION 28: SW/4	SEWARD	2
83552000	LEASE - OIL AND GAS	CLARENCE M. NIX ET AL.	FRANK PARKES	9/23/1942	64	257	33S	34W	28	33S34W28	33S-34W SECTION 28: SE/4	SEWARD	2
30173000	LEASE - OIL AND GAS	HENRY GUTTRIDGE ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	6/10/1949	85	308	33S	34W	29	33S34W29	33S-34W SECTION 29: NW/4	SEWARD	2, 20
83532000	LEASE - OIL AND GAS	ALBERT E. FINCHAM ET UX	CITIES SERVICE OIL COMPANY	6/25/1943	47	326	33S	34W	29	33S34W29	33S-34W SECTION 29: SW/4	SEWARD	2, 20
83533000	LEASE - OIL AND GAS	ALBERT E. FINCHAM ET UX	CITIES SERVICE OIL COMPANY	6/25/1943	47	327	33S	34W	29	33S34W29	33S-34W SECTION 29: NE/4	SEWARD	2, 20
83534000	LEASE - OIL AND GAS	ALBERT E. FINCHAM ET UX	CITIES SERVICE OIL COMPANY	6/25/1943	47	328	33S	34W	29	33S34W29	33S-34W SECTION 29: SE/4	SEWARD	2, 20

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al, and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
83594000	LEASE - OIL AND GAS	JOHN W. FULLER ET UX	NORTHERN NATURAL GAS COMPANY	4/10/1946	75	259	33S	34W	30	33S34W30	SECTION 30: Lots 3, 4, E/2 SW/4	SEWARD	2
8347000	LEASE - OIL AND GAS	MARY A. FULLER	FRANK PARKES	3/3/1942	64	227	33S	34W	30	33S34W30	SECTION 30: NW/4	SEWARD	2
83550000	LEASE - OIL AND GAS	C. E. HOWLAND ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	10/26/1949	85	351	33S	34W	30	33S34W30	SECTION 30: SE/4	SEWARD	2
83741000	LEASE - OIL AND GAS	HENRY F. GUTTRIDGE ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	6/10/1949	85	311	33S	34W	30	33S34W30	SECTION 30: NE/4	SEWARD	2
83537000	LEASE - OIL AND GAS	ALBERT E. FINCHAM ET UX	CITIES SERVICE OIL COMPANY	6/25/1943	47	329	33S	34W	33	33S34W33	SECTION 33: NW/4	SEWARD	2, 19
83538000	LEASE - OIL AND GAS	JOSEPHINE G. ALEXANDER ET VIR	E. L. BRADLEY	6/18/1945	73	215	33S	34W	33	33S34W33	SECTION 33: SE/4	SEWARD	2, 19
83518000	LEASE - OIL AND GAS	D. W. MCGEE ET UX	FRANK PARKES	3/4/1942	64	238	33S	34W	7	33S34W7	SECTION 7: SE/4	SEWARD	2
83660000	LEASE - OIL AND GAS	J. RAYMOND MCCLURE ET AL	ANADARKO PETROLEUM CORPORATION	11/4/1961	195	365	34S	31W	5	34S31W5	SECTION 5: LOTS 1, 2, S/2 NE/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
8365000	LEASE - OIL AND GAS	J. RAYMOND MCCLURE ET AL	ANADARKO PETROLEUM CORPORATION	11/4/1961	195	363	34S	31W	5		SECTION 5: LOTS 3, 4, S/2 NW/4	SEWARD	2
83498000	LEASE - OIL AND GAS	J. RAYMOND MCCLURE ET AL	PANHANDLE EASTERN PIPE LINE COMPANY	11/4/1944	69	194	34S	31W	5		SECTION 5: N/2 SE/4, SE/4 SE/4, SW/4	SEWARD	2
N/A	LEASE - OIL AND GAS	ROBERT DAVIES ET UX	ANADARKO PETROLEUM CORPORATION	12/20/1963	213	220	34S	31W	5		SECTION 5: SW/4 SE/4	SEWARD	2
34416000	LEASE - OIL AND GAS	RICE DAVIES	PANHANDLE EASTERN PIPE LINE COMPANY	3/1/1957	159	9	34S	31W	6		SECTION 6: LOTS 2 AND 3	SEWARD	2
34458000 83664000	LEASE - OIL AND GAS	J. RAYMOND MCCLURE ET AL	ANADARKO PETROLEUM CORPORATION	11/4/1961	195	361	34S	31W	6		SECTION 6: LOT 1	SEWARD	2
83758000	LEASE - OIL AND GAS	ROBERT DAVIES ET UX	E. H. ADAIR	10/30/1956	159	116	34S	31W	6		SECTION 6: NW/4 NW/4, S/2, S/2 N/2	SEWARD	2
83500000	LEASE - OIL AND GAS	PANSY H LANGHOPFER ET VIR	PANHANDLE EASTERN PIPE LINE COMPANY	11/4/1944	69	190	34S	31W	8		SECTION 8: SE/4 NE/4, E/2 SE/4, NW/4 SE/4	SEWARD	2
83499000	LEASE - OIL AND GAS	J. RAYMOND MCCLURE ET AL	PANHANDLE EASTERN PIPE LINE COMPANY	11/4/1944	69	192	34S	31W	8		SECTION 8: SW/4 SE/4, N/2 SW/4, NW/4, SE/4 SW/4	SEWARD	2
83747000	LEASE - OIL AND GAS	LAWRENCE E. HOWELL ET UX	THE SUPERIOR OIL COMPANY	11/24/1960	190	95	34S	31W	8		SECTION 8: SW/4 SW/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concateinate	Legal Description	County	Footnote
83744000	LEASE - OIL AND GAS	JESSIE M. ROBERTS ET AL	THE SUPERIOR OIL COMPANY	11/16/1960	190	33	34S	31W	8	34S31W8	SECTION 8: SW/4 SW/4	SEWARD	2
83745000	LEASE - OIL AND GAS	FRED C. HOWELL ET UX	THE SUPERIOR OIL COMPANY	11/24/1960	190	31	34S	31W	8	34S31W8	SECTION 8: SW/4 SW/4	SEWARD	2
83746000	LEASE - OIL AND GAS	HALLIE HOWELL RISLEY ET VIR	THE SUPERIOR OIL COMPANY	11/24/1960	190	66	34S	31W	8	34S31W8	SECTION 8: SW/4 SW/4	SEWARD	2
83748000	LEASE - OIL AND GAS	ELTA R. HOWELL ET AL	THE SUPERIOR OIL COMPANY	11/16/1960	190	29	34S	31W	8	34S31W8	SECTION 8: SW/4 SW/4	SEWARD	2
83758000	LEASE - OIL AND GAS	ROBERT DAVIES ET UX	E H ADAIR	10/30/1956	159	116	34S	31W	8	34S31W8	SECTION 8: N/2 NE/4, SW/4 NE/4	SEWARD	2
83516000	LEASE - OIL AND GAS	FRANCES O. ETZENHOUSER ET VIR	PANHANDLE EASTERN PIPE LINE COMPANY	5/10/1945	75	144	34S	32W	19	34S32W19	SECTION 19: LOTS 1, 2, E/2 NW/4	SEWARD	2
83702000	LEASE - OIL AND GAS	HARRY REDFORD ET UX	ANADARKO PRODUCTION CORPORATION	3/6/1968	243	465	34S	32W	19	34S32W19	SECTION 19: NE/4	SEWARD	2
83682000	LEASE - OIL AND GAS	ALPHA ANN MARSH CADY ET VIR	ANADARKO PETROLEUM CORPORATION	4/13/1965	220	183	34S	32W	19	34S32W19	SECTION 19: LOTS 3, 4, E/2 SW/4, SE/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al, and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concenate	Legal Description	County	Footnote
83776000	LEASE - OIL AND GAS	PAUL DEAN BLASER ET AL	CROSS BAR PETROLEUM INC.	10/30/1996	477	310	34S	32W	29	34S32W29	34S-32W SECTION 29, NW/4	SEWARD	2
83770000	LEASE - OIL AND GAS	ROCO INC.	CROSS BAR PETROLEUM INC.	10/30/1996	477	322	34S	32W	29	34S32W29	34S-32W SECTION 29, NW/4	SEWARD	2
83778000	LEASE - OIL AND GAS	PAUL DEAN BLASER ET AL	CROSS BAR PETROLEUM INC.	10/30/1996	477	314	34S	32W	29	34S32W29	34S-32W SECTION 29, SW/4	SEWARD	2
83779000	LEASE - OIL AND GAS	ROCO INC.	CROSS BAR PETROLEUM INC.	10/30/1996	477	318	34S	32W	29	34S32W29	34S-32W SECTION 29, SW/4	SEWARD	2
83684000	LEASE - OIL AND GAS	L. G. BLACKMER ET UX	THE CARTER OIL COMPANY	9/16/1955	135	591	34S	32W	31	34S32W31	34S-32W SECTION 31: N/2, SW/4	SEWARD	2
83683000	LEASE - OIL AND GAS	M. ALACE RINDOM ET AL	O. R. WHITTAKER	10/4/1962	202	160	34S	32W	32	34S32W32	34S-32W SECTION 32: NW/4	SEWARD	2
83721000	LEASE - OIL AND GAS	PAUL W. LIGHT TRUST	ANADARKO PETROLEUM CORPORATION	9/30/1971	261	364	34S	32W	5	34S32W5	34S-32W SECTION 5: SE/4	SEWARD	2
83720000	LEASE - OIL AND GAS	CARYL C. LIGHT ET UX	ANADARKO PETROLEUM CORPORATION	9/30/1971	26	366	34S	32W	5	34S32W5	34S-32W SECTION 5: SE/4	SEWARD	2
83723000	LEASE - OIL AND GAS	LUCILE RADKE ET VIR	ANADARKO PETROLEUM CORPORATION	9/30/1971	261	368	34S	32W	5	34S32W5	34S-32W SECTION 5: SE/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al, and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
83724000	LEASE - OIL AND GAS	PAUL A LIGHT ET UX	ANADARKO PETROLEUM CORPORATION	9/30/1971	261	370	34S	32W	5	34S32W5	SECTION 5: SE/4 34S-32W	SEWARD	2
83725000	LEASE - OIL AND GAS	HELEN GUNDERSON ET VIR	ANADARKO PETROLEUM CORPORATION	9/30/1971	261	372	34S	32W	5	34S32W5	SECTION 5: SE/4 34S-32W	SEWARD	2
83726000	LEASE - OIL AND GAS	W. D. LIGHT ET UX	ANADARKO PETROLEUM CORPORATION	9/30/1971	264	29	34S	32W	5	34S32W5	SECTION 5: SE/4 34S-32W	SEWARD	2
83721000	LEASE - OIL AND GAS	PAUL W. LIGHT TRUST	ANADARKO PETROLEUM CORPORATION	9/30/1971	261	374	34S	32W	5	34S32W5	SECTION 5: SW/4 34S-32W	SEWARD	2
83722000	LEASE - OIL AND GAS	CARYL C. LIGHT ET UX	ANADARKO PETROLEUM CORPORATION	9/30/1971	261	376	34S	32W	5	34S32W5	SECTION 5: SW/4 34S-32W	SEWARD	2
83723000	LEASE - OIL AND GAS	LUCILLE RADKE ET VIR	ANADARKO PETROLEUM CORPORATION	9/30/1971	261	378	34S	32W	5	34S32W5	SECTION 5: SW/4 34S-32W	SEWARD	2
73724000	LEASE - OIL AND GAS	PAUL A LIGHT ET UX	ANADARKO PETROLEUM CORPORATION	9/30/1971	261	380	34S	32W	5	34S32W5	SECTION 5: SW/4 34S-32W	SEWARD	2
73725000	LEASE - OIL AND GAS	HELEN GUNDERSON ET VIR	ANADARKO PETROLEUM CORPORATION	9/30/1971	261	382	34S	32W	5	34S32W5	SECTION 5: SW/4 34S-32W	SEWARD	2
73726000	LEASE - OIL AND GAS	W. D. LIGHT ET UX	ANADARKO PETROLEUM CORPORATION	9/30/1971	264	31	34S	32W	5	34S32W5	SECTION 5: SW/4 34S-32W	SEWARD	2
83709000	LEASE - OIL AND GAS	PAUL W. LIGHT TRUST	ANADARKO PETROLEUM CORPORATION	9/30/1971	261	354	34S	32W	5	34S32W5	SECTION 5: LOTS 3, 4, E/2 NW/4 34S-34W	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concateate	Legal Description	County	Footnote
83705000	LEASE - OIL AND GAS	LUCILLE RADKE ET VIR	ANADARKO PRODUCTION COMPANY	9/30/1971	261	348	34S	32W	6	34S32W6	SECTION 6: LOTS 1, 2, S/2 NE/4 34S-32W	SEWARD	2
83704000	LEASE - OIL AND GAS	CARYL C. LIGHT ET UX	ANADARKO PRODUCTION COMPANY	9/30/1971	261	346	34S	32W	6	34S32W6	SECTION 6: LOTS 1, 2, S/2 NE/4 34S-32W	SEWARD	2
83703000	LEASE - OIL AND GAS	PAUL W. LIGHT TRUST	ANADARKO PRODUCTION COMPANY	9/30/1971	261	344	34S	32W	6	34S32W6	SECTION 6: LOTS 1, 2, S/2 NE/4 34S-32W	SEWARD	2
83714000	LEASE - OIL AND GAS	W. D. LIGHT ET UX	ANADARKO PETROLEUM CORPORATION	9/30/1971	264	27	34S	32W	5	34S32W5	SECTION 5: LOTS 3, 4, E/2 NW/4 34S-34W	SEWARD	2
83713000	LEASE - OIL AND GAS	HELEN GUNDERSON ET VIR	ANADARKO PETROLEUM CORPORATION	9/30/1971	261	362	34S	32W	5	34S32W5	SECTION 5: LOTS 3, 4, E/2 NW/4 34S-34W	SEWARD	2
83712000	LEASE - OIL AND GAS	PAUL A. LIGHT ET UX	ANADARKO PETROLEUM CORPORATION	9/30/1971	261	360	34S	32W	5	34S32W5	SECTION 5: LOTS 3, 4, E/2 NW/4 34S-34W	SEWARD	2
83711000	LEASE - OIL AND GAS	LUCILLE RADKE ET VIR	ANADARKO PETROLEUM CORPORATION	9/30/1971	261	358	34S	32W	5	34S32W5	SECTION 5: LOTS 3, 4, E/2 NW/4 34S-34W	SEWARD	2
83710000	LEASE - OIL AND GAS	CARYL C. LIGHT ET UX	ANADARKO PETROLEUM CORPORATION	9/30/1971	261	356	34S	32W	5	34S32W5	SECTION 5: LOTS 3, 4, E/2 NW/4 34S-34W	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
83706000	LEASE - OIL AND GAS	PAUL A LIGHT ET UX	ANADARKO PRODUCTION COMPANY	9/30/1971	261	350	34S	32W	6	34S32W6	SECTION 6: LOTS 1, 2, S/2 NB/4	SEWARD	2
83707000	LEASE - OIL AND GAS	HELEN GRUNDERSEN ET VIR	ANADARKO PRODUCTION COMPANY	9/30/1971	261	352	34S	32W	6	34S32W6	SECTION 6: LOTS 1, 2, S/2 NB/4	SEWARD	2
83708000	LEASE - OIL AND GAS	W. D. LIGHT ET UX	ANADARKO PRODUCTION COMPANY	9/30/1971	264	25	34S	32W	6	34S32W6	SECTION 6: LOTS 1, 2, S/2 NB/4	SEWARD	2
30179000	LEASE - OIL AND GAS	J. C. BROWN ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	2/27/1950	85	486	34S	33W	2	34S33W2	SECTION 2: SW/4	SEWARD	2
83698000	LEASE - OIL AND GAS	WILBY MCAHERN ET UX	ANADARKO PETROLEUM CORPORATION	4/13/1967	238	497	34S	33W	24	34S33W24	SECTION 24: SW/4	SEWARD	2
83699000	LEASE - OIL AND GAS	OKLAHOMA FURNATURE MANUFACTURING CO	ANADARKO PETROLEUM CORPORATION	5/17/1967	238	568	34S	33W	24	34S33W24	SECTION 24: SW/4	SEWARD	2
83700000	LEASE - OIL AND GAS	WOODS PETROLEUM CORPORATION	ANADARKO PETROLEUM CORPORATION	5/17/1967	238	570	34S	33W	24	34S33W24	SECTION 24: SW/4, SE/4	SEWARD	2
83677000	LEASE - OIL AND GAS	WILBY MCAHERN ET UX	ANADARKO PRODUCTION COMPANY	4/13/1967	238	495	34S	33W	24	34S33W24	SECTION 24: NW/4	SEWARD	2
83677000	LEASE - OIL AND GAS	WILBY MCAHERN ET UX	ANADARKO PRODUCTION COMPANY	1/5/1965	218	253	34S	33W	24	34S33W24	SECTION 24: E/2 NE/4, W/2 NE/4	SEWARD	2
83678000	LEASE - OIL AND GAS	CHARLES S. CORRELL ET UX	ANADARKO PRODUCTION COMPANY	1/6/1965	218	251	34S	33W	24	34S33W24	SECTION 24: SE/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concate	Legal Description	County	Footnote
83679000	LEASE - OIL AND GAS	WARD S.MERRICK JR. ET AL	ANADARKO PRODUCTION COMPANY	5/17/1967	238	566	34S	33W	24	34S33W24	SECTION 24: SB/4	SEWARD	2
83680000	LEASE - OIL AND GAS	R. D. JONES INC	ANADARKO PRODUCTION COMPANY	5/17/1967	238	572	34S	33W	24	34S33W24	SECTION 24: SB/4	SEWARD	2
83541000	LEASE - OIL AND GAS	HOMER KRIEBLE	CITIES SERVICE OIL COMPANY	4/19/1943	47	549	34S	34W	10	34S34W10	SECTION 10: E/2 NE/4, S/2	SEWARD	2, 18
83542000	LEASE - OIL AND GAS	DON E. PRIEFERT ET UX	CITIES SERVICE OIL COMPANY	4/19/1943	47	550	34S	34W	10	34S34W10	SECTION 10: NW/4, W/2 NE/4	SEWARD	2, 18
30241000	LEASE - OIL AND GAS	CLEO A. ADAMSON ET AL	FRED C. KOCH	6/9/1943	47	571	34S	34W	11	34S34W11	SECTION 11: SB/4	SEWARD	2
30242000	LEASE - OIL AND GAS	ARTHUR H. KEATING ET AL	FRED C. KOCH	6/10/1943	47	314	34S	34W	2	34S34W2	SECTION 2: NE/4	SEWARD	2
30225000	LEASE - OIL AND GAS	MRTLE GASAWAY ET AL	FRED C. KOCH	3/6/1944	69	13	34S	34W	23	34S34W23	SECTION 23: W/2	SEWARD	2
37167000	LEASE - OIL AND GAS	W. R. GREEN ET UX	FRED C. KOCH	6/10/1943	47	315	34S	34W	26	34S34W26	SECTION 26: W/2	SEWARD	2
N/A	LEASE - OIL AND GAS	L. A. BLOOM ET UX	ANADARKO PETROLEUM CORPORATION	1/3/1978	299	497	34S	34W	26	34S34W26	SECTION 26: SB/4	SEWARD	2
N/A	LEASE - OIL AND GAS	L. A. BLOOM ET UX	ANADARKO PETROLEUM CORPORATION	1/3/1978	299	500	34S	34W	26	34S34W26	SECTION 26: NE/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
8365000	LEASE - OIL AND GAS	RHODA SMITH ET AL	QUINQUE OIL & GAS PRODUCING CO	5/6/1944	69	63	34S	34W	27	34S34W27	34S-34W SECTION 27: N/2	SEWARD	2, 21
83610000	LEASE - OIL AND GAS	JOHN W. MOORE ET AL	CHAS VANCE	7/1/1950	102	391	34S	34W	27	34S34W27	34S-34W SECTION 27: E/2 SE/4, SW/4, W/2 SE/4	SEWARD	2, 21
30228000	LEASE - OIL AND GAS	ALYCE GAMMELL ET AL	ANADARKO PETROLEUM CORPORATION	7/24/1980	318	695	34S	34W	29	34S34W29	34S-34W SECTION 17: NW/4	SEWARD	2
30229000	LEASE - OIL AND GAS	ALYCE GAMMELL ET AL	ANADARKO PETROLEUM CORPORATION	7/24/1980	318	688	34S	34W	29	34S34W29	34S-34W SECTION 17: NE/4	SEWARD	2
30231000	LEASE - OIL AND GAS	HARMON GILBERT BIRMINGHAM ET UX	VERNON T. BEHRENDT	5/27/1982	333	842	34S	34W	29	34S34W29	34S-34W SECTION 29: SW/4	SEWARD	2
30299001	LEASE - OIL AND GAS	WEST PENN ROYALTTIES COMPANY	NORTHERN PUMP COMPANY	3/16/1951	106	571	34S	34W	34	34S34W34	34S-34W SECTION 34: W/2	SEWARD	2
30299002	LEASE - OIL AND GAS	LENA FRIEDMAN & PHILIP FRIEDMAN	NORTHERN PUMP COMPANY	3/16/1951	106	536	34S	34W	34	34S34W34	34S-34W SECTION 34: W/2	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
3029003 67553005	LEASE - OIL AND GAS	BENJAMIN MALEMUDE ET UX	NORTHERN PUMP COMPANY	3/16/1951	11	64	34S	34W	34	34S34W34	34S-34W SECTION 34: W/2	SEWARD	2
3029004 67553004	LEASE - OIL AND GAS	ROSE GEORGE MURRO ET AL.	JOHN B. HAWLEY JR.	5/3/1951	111	63	34S	34W	34	34S34W34	34S-34W SECTION 34: W/2	SEWARD	2
3029005 67553001	LEASE - OIL AND GAS	H. H. MATKIN ET UX	JOHN B. HAWLEY JR.	2/7/1951	106	395	34S	34W	34	34S34W34	34S-34W SECTION 34: W/2	SEWARD	2
3029006	LEASE - OIL AND GAS	MILTON H. BLAKEMORE ET AL.	NORTHERN PUMP COMPANY	9/8/1980	321	626	34S	34W	34	34S34W34	34S-34W SECTION 34: W/2	SEWARD	2
83596000	LEASE - OIL AND GAS	RAY LAMBERTON ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	4/18/1952	111	474	34S	34W	34	34S34W34	34S-34W SECTION 34: NE/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concateinate	Legal Description	County	Footnote
83568000	LEASE - OIL AND GAS	JENNIE M. WOODS	PANHANDLE EASTERN PIPE LINE COMPANY	3/30/1956	141	364	34S	34W	34	34S34W34	SECTION 34: E/2 34S-34W	SEWARD	2
83567000	LEASE - OIL AND GAS	ALVIN R. SWINDLER ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	5/8/1950	85	603	34S	34W	34	34S34W34	SECTION 34: SE/4 34S-34W	SEWARD	2
30195002	LEASE - OIL AND GAS	GERTIE THEIRER PINKERTON ET AL.	QUINQUE OIL & GAS PRODUCING CO.	9/16/1943	1	484	34S	34W	35	34S34W35	SECTION 35: E/2 34S-34W	SEWARD	2
30194000	LEASE - OIL AND GAS	RAY LAMBERSON ET UX	QUINQUE OIL & GAS PRODUCING CO.	12/31/1942	47	395	34S	34W	35	34S34W35	SECTION 35: W/2 34S-34W	SEWARD	2
30195001	LEASE - OIL AND GAS	T. H. PRINTZ ET UX	QUINQUE OIL & GAS PRODUCING CO.	1/2/1943	47	524	34S	34W	35	34S34W35	SECTION 35: E/2 34S-34W	SEWARD	2
30396000 67530000	LEASE - OIL AND GAS	CITY OF LIBERAL KANSAS	NORVAL BALLARD	2/6/1951	106	298	34S	34W	36	34S34W36	34S-34W SECTION 36: E/2 NE/4 LIMITED TO THE WELLBORE ONLY OF THE CITY OF LIBERAL C 1 WELL (API 1517521792)	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concarnate	Legal Description	County	Footnote
83770000	LEASE - OIL AND GAS	MARLIN BROWN ET UX	J. FRED HAMBRIGHT INC.	8/24/1996	478	700	35S	32W	6	35S32W6	SECTION 6: LOTS 1, 2, E/2 NW/4, NE/4	SEWARD	2
83771000	LEASE - OIL AND GAS	ELMA C. BRANDES	J. FRED HAMBRIGHT INC.	8/25/1996	478	704	35S	32W	6	35S32W6	SECTION 6: LOTS 1, 2, E/2 NW/4, NE/4	SEWARD	2
83772000	LEASE - OIL AND GAS	URIEL W. BROWN ET UX	J. FRED HAMBRIGHT INC.	8/25/1996	478	702	35S	32W	6	35S32W6	SECTION 6: LOTS 1, 2, E/2 NW/4, NE/4	SEWARD	2
83773000	LEASE - OIL AND GAS	HELEN GUTTRIDGE	J. FRED HAMBRIGHT INC.	8/25/1996	478	698	35S	32W	6	35S32W6	SECTION 6: LOTS 1, 2, E/2 NW/4, NE/4	SEWARD	2
83774000	LEASE - OIL AND GAS	BETTY L. MITCHELL ET VIR	J. FRED HAMBRIGHT INC.	8/25/1996	478	696	35S	32W	6	35S32W6	SECTION 6: LOTS 1, 2, E/2 NW/4, NE/4	SEWARD	2
83761000	LEASE - OIL AND GAS	LOUIS K. IPSON ET UX	J. FRED HAMBRIGHT INC.	8/20/1996	475	317	35S	32W	6	35S32W6	SECTION 6: SE/4	SEWARD	2
83762000	LEASE - OIL AND GAS	DEANE GLEASON LIV TRUST	J. FRED HAMBRIGHT INC.	8/20/1996	475	658	35S	32W	6	35S32W6	SECTION 6: SE/4	SEWARD	2
83763000	LEASE - OIL AND GAS	WRIGHT FAMILY TRUST	J. FRED HAMBRIGHT INC.	10/11/1996	476	1076	35S	32W	6	35S32W6	SECTION 6: SE/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
83764000	LEASE - OIL AND GAS	ALAN S. GRAHAM ET UX	J. FRED HAMBRIGT INC.	10/17/1996	476	1078	35S	32W	6	35S32W6	SECTION 6, SE/4 35S-32W	SEWARD	2
83765000	LEASE - OIL AND GAS	LEASA TITUS ET VIR	J. FRED HAMBRIGT INC.	10/17/1996	477	520	35S	32W	6	35S32W6	SECTION 6, SE/4 35S-32W	SEWARD	2
86766000	LEASE - OIL AND GAS	HAROLD E. BOX ET UX	J. FRED HAMBRIGT	8/13/1997	485	944	35S	32W	6	35S32W6	SECTION 6, SE/4 35S-32W	SEWARD	2
83767000	LEASE - OIL AND GAS	MILDRED RENE OMAN	J. FRED HAMBRIGT INC.	8/31/1996	476	926	35S	32W	6	35S32W6	SECTION 6, SE/4 35S-32W	SEWARD	2
83768000	LEASE - OIL AND GAS	BONTA HAYES	J. FRED HAMBRIGT	11/7/1997	487	980	35S	32W	6	35S32W6	SECTION 6, SE/4 35S-32W	SEWARD	2
83769000	LEASE - OIL AND GAS	MELODY FRY ET VIR	J. FRED HAMBRIGT	11/17/1997	489	582	35S	32W	6	35S32W6	SECTION 6, SE/4 35S-32W	SEWARD	2
62266000	LEASE - OIL AND GAS	HENRY V. TUOCKER ET UX	F. W. KAMPF	11/21/1944	69	623	35S	33W	6	35S33W6	SECTION 6: THE SOUTH 120 ACRES OF THE SW/4 35S-33W	SEWARD	2
30156000	LEASE - OIL AND GAS	LOU WOLLEY	PANHANDLE EASTERN PIPELINE CO.	8/30/1944	69	125	35S	33W	7	35S33W7	SECTION 7, SE/4 35S-33W	SEWARD	2
83648000	LEASE - OIL AND GAS	JOHN S. GROVER ET UX	ANADARKO PRODUCTION COMPANY	10/30/1959	180	358	35S	34W	1	35S34W1	SECTION 1, SW/4 35S-34W	SEWARD	2
83645000	LEASE - OIL AND GAS	RITA HAYES	ANADARKO PRODUCTION COMPANY	10/30/1959	180	362	35S	34W	1	35S34W1	SECTION 1, S/2 NW/4 35S-34W	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al, and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
83731000	LEASE - OIL AND GAS	JOSEPHINE LIGHT ET VIR ET AL	ANADARKO PRODUCTION COMPANY	10/14/1981	331	63	35S	34W	12	35S34W12	35S-34W SECTION 12: NE/4	SEWARD	2
83730000	LEASE - OIL AND GAS	JOSEPHINE LIGHT ET VIR ET AL	ANADARKO PRODUCTION COMPANY	10/14/1981	331	60	35S	34W	12	35S34W12	35S-34W SECTION 12: NW/4	SEWARD	2
83729000	LEASE - OIL AND GAS	IVAN D. HEADRICK ET UX	ANADARKO PRODUCTION COMPANY	8/14/1978	304	962	35S	34W	11	35S34W11	35S-34W SECTION 11: SE/4	SEWARD	2
83647000	LEASE - OIL AND GAS	ESTHER L. HILL	ANADARKO PRODUCTION COMPANY	10/30/1959	180	360	35S	34W	11	35S34W11	35S-34W SECTION 11: N/2 NE/4	SEWARD	2
30198000	LEASE - OIL AND GAS	JOHN L. BOLLES ET UX	THE TRADERS OIL CORPORATION	2/19/1918	F	485	35S	34W	11	35S34W11	35S-34W SECTION 11: NW/4	SEWARD	2
83604000	LEASE - OIL AND GAS	HATTIE E. MORELL ET AL	QUINQUE OIL & GAS PRODUCING CO.	2/22/1943	47	396	35S	34W	10	35S34W10	35S-34W SECTION 10: SW/4	SEWARD	2
30198000	LEASE - OIL AND GAS	JOHN L. BOLLES ET UX	THE TRADERS OIL CORPORATION	2/19/1918	F	485	35S	34W	10	35S34W10	35S-34W SECTION 10: NE/4	SEWARD	2
N/A	LEASE - OIL AND GAS	GORDON M. SLAYMAKER	ANADARKO PRODUCTION COMPANY	3/2/1982	335	61	35S	34W	1	35S34W1	35S-34W SECTION 1: SW/4 NE/4	SEWARD	2
N/A	LEASE - OIL AND GAS	SUSAN D. STECK ET VIR	ANADARKO PRODUCTION COMPANY	3/2/1982	335	59	35S	34W	1	35S34W1	35S-34W SECTION 1: SW/4 NE/4	SEWARD	2
N/A	LEASE - OIL AND GAS	CAROL SLAYMAKER	ANADARKO PRODUCTION COMPANY	3/2/1982	335	57	35S	34W	1	35S34W1	35S-34W SECTION 1: SW/4 NE/4	SEWARD	2
83732000	LEASE - OIL AND GAS	HENRY V. TUCKER JR. ET UX	ANADARKO PRODUCTION COMPANY	2/17/1982	333	365	35S	34W	1	35S34W1	35S-34W SECTION 1: SE/4 SE/4, W/2 SE/4	SEWARD	2
N/A	LEASE - OIL AND GAS	HENRY V. TUCKER JR. ET UX	ANADARKO PRODUCTION COMPANY	2/17/1982	332	579	35S	34W	1	35S34W1	35S-34W SECTION 1: S/2 NE/4 SE/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
30235002	LEASE - OIL AND GAS	HENRY L. NICHOLS ET AL	ANADARKO PRODUCTION COMPANY	10/10/1984	355	525	35S	34W	13	35S34W13	SECTION 13: NE/4 35S-34W	SEWARD	2
30235001	LEASE - OIL AND GAS	EMMA FULLER ESTATE	ANADARKO PRODUCTION COMPANY	8/22/1984	355	640	35S	34W	13	35S34W13	SECTION 13: LOTS 1, 2, N/2 S/2 35S-34W	SEWARD	2
30237002	LEASE - OIL AND GAS	HARRETT E. APSLEY ESTATE	ANADARKO PRODUCTION COMPANY	8/22/1984	355	610	35S	34W	13	35S34W13	SECTION 13: LOTS 1, 2, N/2 S/2 35S-34W	SEWARD	2
30239001	LEASE - OIL AND GAS	EMMA FULLER ESTATE	ANADARKO PRODUCTION COMPANY	8/22/1984	355	628	35S	34W	13	35S34W13	SECTION 13: NW/4 35S-34W	SEWARD	2
30239002	LEASE - OIL AND GAS	FEDERAL LAND BANK OF WICHITA	ANADARKO PRODUCTION COMPANY	1/27/1984	356	642	35S	34W	13	35S34W13	SECTION 13: NW/4 35S-34W	SEWARD	2
30235001	LEASE - OIL AND GAS	EMMA FULLER ESTATE	ANADARKO PRODUCTION COMPANY	8/22/1984	355	634	35S	34W	13	35S34W13	SECTION 13: NE/4 35S-34W	SEWARD	2
30230000	LEASE - OIL AND GAS	EMMA FULLER	ANADARKO PETROLEUM COMPANY	5/5/1982	332	564	35S	34W	13	35S34W13	SECTION 13: A 2.19 ACRE TRACT IN THE NORTHWEST QUARTER THAT WAS EXCLUDED / EXCEPTED FROM AN OIL AND THE LESSEE AND RECORDED IN BOOK 303, PAGE 37-39. 35S-34W	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al, and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concateate	Legal Description	County	Footnote
83728000	LEASE - OIL AND GAS	JAMES PAUL MCHARGUE ET UX	ANADARKO PRODUCTION COMPANY	6/26/1978	303	128	35S	34W	14	35S34W14	SECTION 14: NE/4 35S-34W	SEWARD	2
N/A	LEASE - OIL AND GAS	EMMA FULLER ESTATE	ANADARKO PRODUCTION COMPANY	8/22/1984	355	622	35S	34W	14	35S34W14	SECTION 14: LOTS 1, 2, NE/4 SW/4, NW/4 SW/4, N/2 SE/4 35S-34W	SEWARD	2
N/A	LEASE - OIL AND GAS	FEDERAL LAND BANK OF WICHITA	ANADARKO PRODUCTION COMPANY	11/27/1984	356	639	35S	34W	14	35S34W14	SECTION 14: LOTS 1, 2, NE/4 SW/4, NW/4 SW/4, N/2 SE/4 35S-34W	SEWARD	2
N/A	LEASE - OIL AND GAS	EMMA FULLER ESTATE	ANADARKO PRODUCTION COMPANY	8/22/1984	355	616	35S	34W	14	35S34W14	SECTION 14: LOTS 1, 2, NE/4 SW/4, NW/4 SW/4, N/2 SE/4 35S-34W	SEWARD	2
N/A	LEASE - OIL AND GAS	V. MARIAN FULLER LIVING TRUST	ANADARKO PRODUCTION COMPANY	12/12/1997	497	363	35S	34W	14	35S34W14	SECTION 14: LOTS 1, 2, NE/4 SW/4, NW/4 SW/4, N/2 SE/4 35S-34W	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concenate	Legal Description	County	Footnote
N/A	LEASE - OIL AND GAS	CAROL ANN PLUMMER ET VIR	ANADARKO PRODUCTION COMPANY	12/12/1997	497	904	35S	34W	14	35S34W14	SECTION 14: LOTS 1, 2, NE/4 SW/4, NW/4 SW/4, N/2 SE/4	SEWARD	2
N/A	LEASE - OIL AND GAS	SYLVIA LAVINIA HELFRECHT	ANADARKO PRODUCTION COMPANY	12/12/1997	497	572	35S	34W	14	35S34W14	SECTION 14: LOTS 1, 2, NE/4 SW/4, NW/4 SW/4, N/2 SE/4	SEWARD	2
N/A	LEASE - OIL AND GAS	JOYCE NADINE DISHON ET VIR	ANADARKO PRODUCTION COMPANY	12/12/1997	500	486	35S	34W	14	35S34W14	SECTION 14: LOTS 1, 2, NE/4 SW/4, NW/4 SW/4, N/2 SE/4	SEWARD	2
N/A	LEASE - OIL AND GAS	KATHERINE L. KELMAN REVOC TRUST	ANADARKO PRODUCTION COMPANY	12/12/1997	499	38	35S	34W	14	35S34W14	SECTION 14: LOTS 1, 2, NE/4 SW/4, NW/4 SW/4, N/2 SE/4	SEWARD	2
83604000	LEASE - OIL AND GAS	HATTIE E. MORELL ET AL.	QUINQUE OIL & GAS PRODUCING CO.	2/22/1943	47	396	35S	34W	15	35S34W15	SECTION 15: NW/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et al, and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
83601000	LEASE - OIL AND GAS	ERNEST P. BOLES ET UX	QUINQUE OIL & GAS PRODUCING CO.	1/8/1943	47	387	35S	34W	15	35S34W15	SECTION 15: LOTS 1, 2, N/2 SE/4, N/2 SW/4, NE/4	SEWARD	2
30233001	LEASE - OIL AND GAS	JOHN S. GROVER ET UX	ANADARKO PRODUCTION COMPANY	9/7/19825	337	26	35S	34W	17	35S34W17	SECTION 17: NE/4, N/2 SE/4	SEWARD	2
30233002	LEASE - OIL AND GAS	TEXACO INC.	ANADARKO PRODUCTION CORP	8/22/1984	364	622	35S	34W	17	35S34W17	SECTION 17: NE/4	SEWARD	2
30198000	LEASE - OIL AND GAS	JOHN L. BOLES ET UX	THE TRADERS OIL CORPORATION	2/19/1918	F	485	35S	34W	2	35S34W2	SECTION 2: W/2	SEWARD	2
83648000	LEASE - OIL AND GAS	JOHN S. GROVER ET UX	ANADARKO PRODUCTION COMPANY	10/30/1959	180	358	35S	34W	2	35S34W2	SECTION 2: SE/4	SEWARD	2
78738000	LEASE - OIL AND GAS	LOTT KENNEDY TRUSTEE	ANADARKO PRODUCTION COMPANY	10/30/1959	180	364	35S	34W	2	35S34W2	SECTION 2: NE/4	SEWARD	2

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
30198000	LEASE - OIL AND GAS	JOHN L. BOLES ET UX	THE TRADERS OIL CORPORATION	2/19/1918	F	485	34W	3	3	35S34W3	SECTION 3: ATL 35S-34W	SEWARD	2
30197000	LEASE - OIL AND GAS	JOHN L. BOLES ET UX	E. W. MOORE	2/23/1928	34	114	34W	4	4	35S34W4	SECTION 4: NE/4 35S-34W	SEWARD	2
30198000	LEASE - OIL AND GAS	JOHN L. BOLES ET UX	THE TRADERS OIL CORPORATION	2/19/1918	F	485	34W	4	4	35S34W4	SECTION 4: SE/4 35S-34W	SEWARD	2
83606000	LEASE - OIL AND GAS	VICTOR H. TEGARDEN ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	12/1/1950	106	371	34W	4	4	35S34W4	SECTION 4: NW/4 35S-34W	SEWARD	2
83603000	LEASE - OIL AND GAS	L. L. BUNTING ET UX	QUINQUE OIL & GAS PRODUCING CO.	1/9/1943	47	388	34W	4	4	35S34W4	SECTION 4: SW/4 35S-34S	SEWARD	2
83608000	LEASE - OIL AND GAS	OLA M. VICKERS	THE VICKERS PETROLEUM CO.	11/2/1950	106	35	34W	9	9	35S34W9	SECTION 9: W/2 35S-34W	SEWARD	2

FOOTNOTES

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
1											INSOFAR AND ONLY INSOFAR AS SAID CONTRACT COVERS RIGHTS BELOW THE BASE OF THE MISSOURIAN FORMATION AS DEFINED BY THE BASE OF THE PLEASANTON SHALE WHICH OCCURS AT 4,240 FT ON THE KANSAS GEOLOGICAL SOCIETY TYPE LOG FOR MORTON COUNTY, KS 1966 (PANHANDLE EASTERN PIPELINE COMPANY GOING NO. 2 SEC 35 32S-41W).		
2											INSOFAR AND ONLY INSOFAR AS SAID CONTRACT COVERS THE RIGHTS BELOW THE TOP OF THE WABAUSSIE GROUP WHICH OCCURS AT 3,352 FT ON THE AVALON ENERGY COLLISON #3 7 (API 15 189 21385) SECTION 3, T-31-S, R-35 WEST WHICH CORRELATES TO 3,360 OF THE KANSAS GEOLOGICAL SOCIETY TYPE LOG FOR THE STEVENS, GRANT, SEWARD AND HASKELL COUNTIES 1966 (MOBIL UNITED PRODUCTION WM 1 CUTTER NO. 1 SEC 1, T31S R36W STEVENS COUNTY KANSAS)		
3											FOOTNOTE #3- INSOFAR AS AND ONLY INSOFAR AS SAID CONTRACT COVERS RIGHTS BELOW THE BASE OF THE CHASE GROUP, WHICH OCCURS AT 2680 FT, IN THE CROSS TIMBERS OPERATING CO. TARRANT #2-22 (API #3513922839) IN SECTION 22-6N-17ECM, TEXAS COUNTY, OKLAHOMA		
4											FOOTNOTE #4- SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE FRANZ 1-9 WELL (API #3500722103) LOCATED IN SECTION 9-SN-21ECM, BEAVER COUNTY, OKLAHOMA		

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et al, and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concenate	Legal Description	County	Footnote
5											FOOTNOTE #5- SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE JOHNSON D-1 WELL (API #3500724810) LOCATED IN SECTION 2-4N-21ECM, BEAVER COUNTY, OKLAHOMA		
6											FOOTNOTE #6- SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE LILLIE WELL (API #3500722976) LOCATED IN SECTION 21-3N-22ECM, BEAVER COUNTY, OKLAHOMA		
7											FOOTNOTE #7- SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE PETERS A1 WELL (API #3500721643) LOCATED IN SECTION 10-5N-20ECM, BEAVER COUNTY, OKLAHOMA		
8											FOOTNOTE #8- FORCE POOLED INTEREST ONLY		
9											FOOTNOTE #9- SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE JOHNSON C1 WELL (API #3500724330) LOCATED IN SECTION 23-5N-21ECM, BEAVER COUNTY, OKLAHOMA		

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
10											FOOTNOTE #10-SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH THE WINDSOR C 1 WELL (API #3500724065) LOCATED IN SECTION 9-5N-20E6M, BEAVER COUNTY, OKLAHOMA		
11											LESS AND EXCEPT THE B1 POOL ENHANCED RECOVERY UNIT, FORMED AND GOVERNED BY THAT CERTAIN PLAN OF UNITIZATION FOR THE DEVELOPMENT AND OPERATION OF THE B1 POOL ENHANCED RECOVERY UNIT, BEAVER COUNTY, OKLAHOMA, EFFECTIVE AS OF MAY 1, 1997, AS DEFINED IN ORDER NO. 410690 (CAUSE CD NO. 96002866) ISSUED BY THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA		
12											LIMITED TO THE MORROW FORMATION AS ENCOUNTERED BETWEEN THE DEPTHS OF 6504' AND 6888' BELOW THE SURFACE AND THE STRATIGRAPHIC EQUIVALENTS THEREOF AND THE ENTIRE CHESTER FORMATION AS ENCOUNTERED BETWEEN THE DEPTHS OF 6888' AND 7380' AND THE STRATIGRAPHIC EQUIVALENTS THEREOF AS DEFINED IN THE DIL-SPL LOG OF THE LEROY 31 WELL LOCATED IN THE SW SW OF SECTION 31-4N-22E6M.		
13											LIMITED IN DEPTH FROM BELOW THE BASE OF THE CHASE FORMATION AS DEFINED IN FOOTNOTE 3 TO THE BASE OF THE CHESTER FORMATION WHICH IS ENCOUNTERED AT A DEPTH OF 7380' AS DEFINED IN THE DIL OF THE LEROY #1-31 WELL LOCATED IN THE SW/4 SW/4 OF SECTION 31-4N-22E6M		
14											LESS AND EXCEPT THE HITCH UNIT. WELLS CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 62, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS		

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
15													
											LESS AND EXCEPT THE GUTTRIDGE F3 WELL AND THE ETZOLD UNIT SOUTH S-4 AND 4-3 WELLS CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS		
16											LESS AND EXCEPT THE MAXWELL B-2 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS		
17											LESS AND EXCEPT THE BROWN AFC B-1 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS		
18											LESS AND EXCEPT THE MCGILL A-2-10 AND A-3-10 WELLS CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS		
19											LESS AND EXCEPT THE ALEXANDER A2 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS		

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
20											LESS AND EXCEPT THE GUTTRIDGE 2B WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS		
21											LESS AND EXCEPT THE LENEHAN A-1 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS		
22											LESS AND EXCEPT THE MAYBERRY B-1 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 264, PAGE 559 OF THE RECORDS OF STEVENS COUNTY, KANSAS		
23											LESS AND EXCEPT THE NORDIKE 1 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 264, PAGE 559 OF THE RECORDS OF STEVENS COUNTY, KANSAS		
24											LESS AND EXCEPT THE BANE 1-H WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 264, PAGE 559 OF THE RECORDS OF STEVENS COUNTY, KANSAS		
25											LESS AND EXCEPT THE MOORHEAD D-1 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 264, PAGE 559 OF THE RECORDS OF STEVENS COUNTY, KANSAS		

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
26													
		SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE BOALDIN B WELL (API #3513922569) LOCATED IN SECTION 16-6N-10ECM, TEXAS COUNTY, OKLAHOMA											
27													
		SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE OKLAHOMA STATE 1 2 WELL (API #3513921276) LOCATED IN SECTION 36-6N-12ECM, TEXAS COUNTY, OKLAHOMA											
28													
		INSOFAR AS AND ONLY INSOFAR AS SAID CONTRACT COVERS RIGHTS BELOW THE BASE OF THE CHASE GROUP, WHICH OCCURS AT 2680 FT. IN THE CROSS TIMBERS OPERATING CO. TARRANT #2-22 (API #3513922839) IN SECTION 22-6N-17ECM, TEXAS COUNTY, OKLAHOMA											
29													
		SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE OGLE 1 WELL (API #3513935676) LOCATED IN SECTION 11-5N-12ECM, TEXAS COUNTY, OKLAHOMA											
30													
		SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE SHIELDS WELL (API #351321555) LOCATED IN SECTION 5-4N-14ECM, TEXAS COUNTY, OKLAHOMA											

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
31													
		SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE BONNER A WELL (API #3513921121) LOCATED IN SECTION 9-4N-14E0M, TEXAS COUNTY, OKLAHOMA											
32													
		SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE INTERSTATE H WELL (API #3513930052) LOCATED IN SECTION 7-4N-14E0M, TEXAS COUNTY, OKLAHOMA											
33													
		FORCE POOLED INTEREST ONLY											
34													
		SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE RICH A #2 WELL (API #3513924107) LOCATED IN SECTION 1-3N-12E0M, TEXAS COUNTY, OKLAHOMA											
35													
		SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE SHAFFER M #1 WELL (API #3513924125) LOCATED IN SECTION 13-4N-12E0M, TEXAS COUNTY, OKLAHOMA											

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
36													
37													

SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE CLAWSON A #1 WELL (API #3513921119) AND THE REUST B-1 WELL (API #3513922729) LOCATED IN SECTION 5-3N-14ECM, TEXAS COUNTY, OKLAHOMA

INSOFAR AND ONLY INSOFAR AS THE LEASE OR AGREEMENT IS INCLUDED WITHIN THE STRURUP ENHANCED RECOVERY UNIT, FORMED AND GOVERNED BY THAT CERTAIN UNIT AGREEMENT AND PLAN OF UNITIZATION FOR THE DEVELOPMENT AND OPERATION OF THE STRURUP ENHANCED RECOVERY UNIT, COUNTY OF MORTON, STATE OF KANSAS, ENTERED INTO AS OF THE 31ST DATE OF JANUARY, 2003, THE UNITED INTERVAL FOR THE STRURUP ENHANCED RECOVERY UNIT IS THE UPPER MORROW FORMATION AS IDENTIFIED BY THE LOG RUN IN THE ANADARKO PETROLEUM CORPORATION USA AC NO. 1 WELL, LOCATED IN THE NE/4 NW/4, OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 40 WEST, MORTON COUNTY KANSAS, WITH THE TOP OF THE UNITED FORMATION BEING FOUND AT A DEPTH OF 5,340 FEET AND THE BASE OF THE UNITED FORMATION BEING FOUND AT A DEPTH OF 5,463 FEET AS SHOWN ON THE HALLIBURTON DUAL INDUCTION LATERALOG DATED DECEMBER 1, 1992. ASSIGNOR IS RETAINING ALL NON-UNITIZED AGREEMENTS, WELLS AND INTERVALS INSOFAR AS THE DEPTHS FROM THE SURFACE TO THE TOP OF THE UNITED INTERVAL.

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
38													
39													

INSOFAR AND ONLY INSOFAR AS THE LEASE OR AGREEMENT IS INCLUDED WITHIN THE EUBANK NORTH UNIT, FORMED AND GOVERNED BY THAT CERTAIN UNIT AGREEMENT AND PLAN OF UNITIZATION FOR THE DEVELOPMENT AND OPERATION OF THE EUBANK NORTH UNIT AND EFFECTIVE AS OF DECEMBER 1, 2003; CERTIFICATE OF KANSAS CORPORATION COMMISSION AS TO ESTABLISHMENT OF A UNIT AREA UNDER UNITIZATION ORDER, DOCKET NO. 04-CONS-049 CUNI, DATED DECEMBER 16, 2003, RECORDED IN VOLUME 168, PAGE 655, HASKELL COUNTY, KANSAS. THE FORMATION UTILIZED IS THAT PORTION OF THE MORROW FORMATION ENCOUNTERED BETWEEN THE DEPTHS OF 5,130 AND 5,334 FEET AND THAT PORTION OF THE CHESTER FORMATION ENCOUNTERED BETWEEN THE DEPTHS OF 5,334 FEET AND 5,544 FEET. ASSIGNOR IS RETAINING ALL NON-UNITIZED AGREEMENTS, WELLS AND INTERVALS INSOFAR AS THE DEPTHS FROM THE SURFACE TO THE TOP OF THE UNITIZED INTERVAL.

LESS AND EXCEPT ALL RIGHTS ACQUIRED EFFECTIVE JANUARY 1, 2014 IN THE FOLLOWING DEED OF CONVEYANCE AND ASSIGNMENT AND BILL OF SALE FROM OXY USA WTP LP, ET AL., AS SELLER, AND MERIT HUGOTON, L.P., AS BUYER, RECORDED IN SEPARATE DOCUMENTS IN BOOK 315 ON PAGE 605, BOOK 316 ON PAGE 247, BOOK 323 ON PAGE 556, BOOK 326 ON PAGE 513 IN THE RECORDS OF FINNEY COUNTY, KANSAS.

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
40													

LESS AND EXCEPT ALL RIGHTS ACQUIRED EFFECTIVE JANUARY 1, 2014 IN THE FOLLOWING DEED OF CONVEYANCE AND ASSIGNMENT AND BILL OF SALE FROM OXY USA WTP LP, ET AL, AS SELLER, AND MERIT HUGOTON, L.P, AS BUYER, RECORDED IN SEPARATE DOCUMENTS IN BOOK 260 AT PAGE 346, BOOK 261, AT PAGE 153, BOOK 270 AT PAGE 672, KEARNY COUNTY, KANSAS

Exhibit A-1 - Wells and Units
to Assignment, Conveyance and Bill to Sale between
Merit Management Partners I, L.P., et. al, and PanHugoton Partners LLC

API	FIELD	WELL NAME	ACCT_CODE	WI PRO	NRI BPO	WI APO	NRI APO	ST	COUNTY	SEC	TWP	RNG	QTR-QTR	Revised	OPERATOR
15172520868	ADAMSON	ADAMSON 3-11	A SHAPCO80	0.125000	0.098242	SAME	SAME	KS	SEWARD	11	34S	34W			MORROW
15172521475	ADAMSON	ADAMSON 4-11	A SHAPCO80	0.125000	0.098242	SAME	SAME	KS	SEWARD	11	34S	34W			MORROW
15172521253	ADAMSON	ADAMSON 5-11	A SHAPCO80	0.125000	0.098242	SAME	SAME	KS	SEWARD	11	34S	34W			MORROW
15172521270	ADAMSON	ADAMSON 4-5	A APCLIBER	0.750000	0.645117	SAME	SAME	KS	SEWARD	11	34S	34W			MORROW
15172521270	ADAMSON	ADAMSON 3-11	A APCLIBER	1.000000	0.854492	SAME	SAME	KS	SEWARD	11	34S	34W			MORROW
15172520067	WIDE AWAKE	BOLES 1-4	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	11	34S	34W	N2NWSE		MORROW
15172521669	WIDE AWAKE	BOLES B-5 (CHESTER)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	4	35S	34W			MORROW
15172521707	WIDE AWAKE	BOLES F-1 (ST LOUIS)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	4	35S	34W			MORROW
15172521708	WIDE AWAKE	BOLES F-2 (ST LOUIS)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	4	35S	34W			MORROW
15172521708	WIDE AWAKE	BOLES F-3 (ST LOUIS)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	4	35S	34W			MORROW
15172521707	WIDE AWAKE	BOLES F-4 (ST LOUIS)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	4	35S	34W			MORROW
15172521718	ARCHER(KANSAS)	BOLES F-5 (LANSING)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	2	35S	34W			ST LOUIS
15172521794	ARCHER(KANSAS)	BOX A-1 (MORROW)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	2	35S	34W			ST LOUIS
15172521683	CONDIT	BROWN K-1 (L MORROW)	A APCLIBER	1.000000	0.833333	SAME	SAME	KS	SEWARD	6	35S	32W			ST LOUIS
15172521621	CONDIT	BROWN K-1 (L MORROW)	A APCLIBER	1.000000	0.833333	SAME	SAME	KS	SEWARD	6	35S	32W			ST LOUIS
15172520829	HUGOTON (KANSAS)	BUSH B-1H	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	25	33S	33W	SE SE NWSE		LOWER MORROW
15172521622	EWALYN	BUSH B-3 (MARMATON)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	25	33S	33W			LOWER MORROW
15172521813	EWALYN	BUSH B-4 (MARMATON B)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	25	33S	33W			LOWER MORROW
15172520029	CONDIT	GDV A-1	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	35	33S	33W			MARMATON
15172521562	CONDIT	GDV A-2 (U CHESTER)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	19	34S	32W			LOWER MORROW
15172521770	SHUCK	CAMPION A-1 (L MORROW)	A APCLIBER	1.000000	0.760000	SAME	SAME	KS	SEWARD	19	34S	32W			CHESTER
15172521792	WILDCAT (MID-CONTINENT)	CITY OF LIBERTY C-1 (ST LOUIS)	A APCLIBER	1.000000	0.874765	SAME	SAME	KS	SEWARD	25	33S	34W			LOWER MORROW
15172521481	ADAMSON	COOK 3-5	A SHAPCO80	0.078125	0.075800	SAME	SAME	KS	SEWARD	36	34S	34W			ST LOUIS
15172521535	ADAMSON	COOK 4-5	A SHAPCO80	0.078125	0.075800	SAME	SAME	KS	SEWARD	35	33S	34W			MORROW
15172521653	EWALYN	CORBELL A-3	A APCLIBER	1.000000	0.859375	SAME	SAME	KS	SEWARD	24	34S	33W			MARLIN OIL CORPORATION
15172520426	SHUCK	CROW A-1	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	34	33S	34W			LOWER MORROW
15172520593	SHUCK	CROW B-1	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	26	33S	34W			UPPER CHESTER 2
1517510137	ARKANO	DAMES 1-30	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	26	33S	34W			LOWER CHESTER
15175100034	ARKANO	DAMES 1-36	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	36	33S	32W			LOWER MORROW
15175100005	ARKANO	DAMES 2-6	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	36	33S	32W			LOWER MORROW
15175101772	ARKANO	DAMES 2-6	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	6	34S	31W			CHESTER
15175100005	ARKANO	DAMES C-1	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	6	34S	31W			LOWER MORROW
15175215588	ARKANO	DAMES E-1 (MORROW/CHESTER)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	31	31S	31W			LOWER MORROW
1517521561	ARKANO	DAMES F-1 (MORROW/CHESTER)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	36	33S	32W			LOWER MORROW & U CHESTER
1517521737	ARCHER(KANSAS)	DAMES G-2 (L MORROW)	A APCLIBER	1.000000	0.968156	SAME	SAME	KS	SEWARD	8	34S	31W			L MORROW & U CHESTER
1517521715	ARCHER(KANSAS)	DOWNS A-1 (ST LOUIS)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	6	34S	31W			LOWER MORROW
1517521715	ARCHER(KANSAS)	DOWNS A-2 (ST LOUIS)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	11	35S	34W			ST LOUIS
1517521715	ARCHER(KANSAS)	ETZOLD 1-22	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	22	33S	34W	NE NE NE SW		ST LOUIS
15175210145	SHUCK	FINCHAM A-2	A APCLIBER	0.000000	0.075000	SAME	SAME	KS	SEWARD	22	33S	34W			CHESTER
15175210145	SHUCK	FINCHAM A-2	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	22	33S	34W			ELM III OPERATING COMPANY LLC
15175210144	SHUCK	FINCHAM B-1	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	29	33S	34W	NWNE		MORROW LOWER 2
15175210144	SHUCK	FINCHAM B-1	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	28	33S	34W			LOWER MORROW
1517521657	SHUCK	FINCHAM G-2 (L MORROW)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	33	33S	34W			MORROW & CHESTER 2
1517521624	CONDIT	FINGRAM D B-1 (U LANSING)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	30	33S	34W			LOWER MORROW
1517521624	CONDIT	FINGRAM D B-1 (U LANSING)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	30	33S	34W			UPPER LANSING
15175208270	SHUCK	FULLER A-1	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	30	33S	34W			MORROW LOWER 2
1517521667	EWALYN	GAMMELL A-1	A APCLIBER	1.000000	0.812500	SAME	SAME	KS	SEWARD	13	35S	34W			LOWER MORROW
1517521618	EWALYN	GAREY A-3 (LOWER MORROW)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	29	34S	34W			LOWER MORROW
1517521618	EWALYN	GAREY A-4 (L MORROW)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	27	33S	33W			LOWER MORROW
1517521604	LIBERAL SE	GROVER B-1	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	27	33S	33W			LOWER MORROW
1517521716	ARCHER(KANSAS)	GROVER B-2 (ST LOUIS)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	1	35S	34W			LOWER MORROW
1517520877	WIDE AWAKE	GROVER D-1 (UPPER CHESTER)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	2	35S	34W			LOWER MORROW
1517521648	EWALYN	HARDEN A-3 (CHESTER)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	17	35S	34W			multiple
15172521714	WIDE AWAKE	HATGHER B-2 (ST LOUIS)	A APCLIBER	1.000000	0.875000	SAME	SAME	KS	SEWARD	34	33S	34W			ST LOUIS

Exhibit A-1 - Wells and Units
to Assignment, Conveyance and Bill To Sale between
Merit Management Partners I, LP, et al, and PanHugoton Partners LLC

API	FIELD	WELL NAME	ACCT_CODE	WI BPO	NRI BPO	WI APO	NRI APO	ST	COUNTY	SEC	TWP	RNG	QTR-QTR	Reservoir	OPERATOR
1517520009	EVALN	RICE A-1 (MORROW)	A	APCLIBER	1.000000	0.875000	0.875000	KS	SEWARD	27	33S	33W		LOWER MORROW	MERIT ENERGY COMPANY LLC
1517500118	EVALYN	SALLEY A-1	A	SHAFCOBO	0.468750	0.370313	0.370313	KS	SEWARD	29	34S	32W		MORROW	GROSS BAK PETROLEUM INCORPORATED
1517521594	EVALYN-CONDIT	ROCO BLASER 1-29	A	APCLIBER	1.000000	0.875000	0.875000	KS	SEWARD	35	33S	33W		CHESTER	MERIT ENERGY COMPANY LLC
1517521413	ANGMAN	SANTAFE E-1	A	APCLIBER	1.000000	0.750000	0.750000	KS	SEWARD	6	32S	33W	NEW	CHESTER	MERIT ENERGY COMPANY LLC
1517521441	ANGMAN	SANTAFE E-2	A	APCLIBER	1.000000	0.750000	0.750000	KS	SEWARD	6	32S	33W		CHESTER	MERIT ENERGY COMPANY LLC
1517521456	ANGMAN	SANTAFE E-3	A	APCLIBER	1.000000	0.750000	0.750000	KS	SEWARD	6	32S	33W		CHESTER	MERIT ENERGY COMPANY LLC
1517521465	ANGMAN	SANTAFE E-4 (ST GENEVEVE)	A	APCLIBER	1.000000	0.750000	0.750000	KS	SEWARD	6	32S	33W		CHESTER	MERIT ENERGY COMPANY LLC
1517521748	CONDIT	SANTAFE L AND A-4 (CHESTER)	A	APCLIBER	1.000000	N/A	N/A	KS	SEWARD	6	32S	33W		PERMAN	MERIT ENERGY COMPANY LLC
1517520528	SHUCK	SPEARMAN A-1	A	APCLIBER	1.000000	0.875000	0.875000	KS	SEWARD	9	33S	33W		CHESTER	MERIT ENERGY COMPANY LLC
1517530095	INTERSTATE	SWAN A-1	A	APCLIBER	1.000000	0.875000	0.875000	KS	SEWARD	2	33S	34W		ST. LOUIS	MERIT ENERGY COMPANY LLC
1517521583	LIBERAL SE	TOBAS A-1 (L MORROW)	A	APCLIBER	1.000000	0.888021	0.888021	KS	SEWARD	21	33S	33W		UPPER MORROW	MERIT ENERGY COMPANY LLC
1517520729	LIBERAL WEST	TUCKER K-1	A	APCLIBER	1.000000	0.812500	0.812500	KS	SEWARD	10	35S	33W		UPPER MORROW	MERIT ENERGY COMPANY LLC
1517521772	LIBERAL SE	TUCKER M-1 (B CHESTER)	A	APCLIBER	0.642546	0.549611	0.549611	KS	SEWARD	6	35S	34W		LOWER MORROW	MERIT ENERGY COMPANY LLC
1517520400	ADAMSON	UNDERWOOD A-1	A	APCLIBER	0.500000	0.437500	0.437500	KS	SEWARD	1	35S	34W		BASAL CHESTER	MERIT ENERGY COMPANY LLC
1517520421	ADAMSON	UNDERWOOD A-2	A	APCLIBER	0.500000	0.437500	0.437500	KS	SEWARD	23	34S	34W	SW SW	LOWER MORROW	MERIT ENERGY COMPANY LLC
1517521346	ADAMSON	UNDERWOOD A-3	A	APCLIBER	0.500000	0.437500	0.437500	KS	SEWARD	23	34S	34W	SE SE	UPPER MORROW	MERIT ENERGY COMPANY LLC
1517521379	ADAMSON	UNDERWOOD A-4	A	APCLIBER	0.500000	0.37686	0.37686	KS	SEWARD	23	34S	34W		CHESTER	MERIT ENERGY COMPANY LLC
1517521630	ADAMSON	UNDERWOOD A-5	A	APCLIBER	0.500000	0.37686	0.37686	KS	SEWARD	23	34S	34W	ES NE	CHESTER	MERIT ENERGY COMPANY LLC
1517521520	ARCHER(KANMS)	WETSTEIN A-3 (ST GENEVEVE)	A	APCLIBER	1.000000	0.875000	0.875000	KS	SEWARD	23	34S	34W	CNW	MORROW-CHESTER	MERIT ENERGY COMPANY LLC
1517521565	ADAMSON	WETSTEIN A-4	A	APCLIBER	1.000000	0.875000	0.875000	KS	SEWARD	10	34S	34W		ST. GENEVEVE	MERIT ENERGY COMPANY LLC
1517521690	EVALYN	WATT A-1 (U CHESTER)	A	APCLIBER	1.000000	0.875000	0.875000	KS	SEWARD	10	34S	34W		ST. GENEVEVE	MERIT ENERGY COMPANY LLC
1517522171		BAUGHMAN F-1-18	A	SHAFCOBO	0.000000	0.082250	0.082250	KS	SEWARD	18	31S	34W		MMMATON	MCCOY PETROLEUM CORPORATION