

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
July 2014

Form must be Typed  
Form must be Signed  
All blanks must be Filled

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

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

Check Applicable Boxes:

- Oil Lease: No. of Oil Wells \_\_\_\_\_ \*\*
- Gas Lease: No. of Gas Wells \_\_\_\_\_ \*\*
- Gas Gathering System: \_\_\_\_\_
- Saltwater Disposal Well - Permit No.: \_\_\_\_\_  
Spot Location: \_\_\_\_\_ feet from  N /  S Line  
\_\_\_\_\_ feet from  E /  W Line
- Enhanced Recovery Project Permit No.: \_\_\_\_\_  
Entire Project:  Yes  No  
Number of Injection Wells \_\_\_\_\_ \*\*

Field Name: \_\_\_\_\_

**\*\* Side Two Must Be Completed.**

Effective Date of Transfer: \_\_\_\_\_

KS Dept of Revenue Lease No.: \_\_\_\_\_

Lease Name: \_\_\_\_\_

\_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ R.  E  W

Legal Description of Lease: \_\_\_\_\_

County: \_\_\_\_\_

Production Zone(s): \_\_\_\_\_

Injection Zone(s): \_\_\_\_\_

Surface Pit Permit No.: \_\_\_\_\_  
(API No. if Drill Pit, WO or Haul)

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Type of Pit:  Emergency  Burn  Settling  Haul-Off  Workover  Drilling

Past Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Past Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

New Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

New Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Oil / Gas Purchaser: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Acknowledgment of Transfer:** The above request for transfer of injection authorization, surface pit permit # \_\_\_\_\_ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

\_\_\_\_\_ is acknowledged as  
the new operator and may continue to inject fluids as authorized by  
Permit No.: \_\_\_\_\_ . Recommended action: \_\_\_\_\_

Date: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ is acknowledged as  
the new operator of the above named lease containing the surface pit  
permitted by No.: \_\_\_\_\_ .

Date: \_\_\_\_\_  
Authorized Signature

DISTRICT \_\_\_\_\_ EPR \_\_\_\_\_ PRODUCTION \_\_\_\_\_ UIC \_\_\_\_\_



KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

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**CERTIFICATION OF COMPLIANCE WITH THE  
KANSAS SURFACE OWNER NOTIFICATION ACT**

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

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

OPERATOR: License # \_\_\_\_\_

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Well Location:

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West

County: \_\_\_\_\_

Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

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

**Surface Owner Information:**

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

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

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

**Select one of the following:**

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

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

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

Date: \_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF KANSAS  
COUNTY OF KEARNY

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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 employees 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.



*Stephanie Lott*

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.



*Stephanie Lott*

Notary Public

My Commission expires \_\_\_\_\_

**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 |
|----------------------|---------------------|--|----------------------------|-----------|------|------|----------|-------|---------|-------------|--|--------|----------|
| 29852000             | LEASE - OIL AND GAS | THE GARDEN CITY COMPANY                          | J. E. O'DONNELL            | 9/12/1941 | 8    | 581  | 23S      | 35W   | 13      | 23S35W13    | SECTION 13: ALL  | KEARNY |          |
| 30120000             | LEASE - OIL AND GAS | J. F. PEEPER                                     | CITIES SERVICE OIL COMPANY | 4/15/1943 | 10   | 85   | 23S      | 35W   | 20      | 23S35W20    | SECTION 20: NORTH HALF AND SW/4  | KEARNY |          |
| 29852000             | LEASE - OIL AND GAS | THE GARDEN CITY COMPANY                          | J. E. O'DONNELL            | 9/12/1941 | 8    | 581  | 23S      | 35W   | 24      | 23S35W24    | SECTION 24: SE/4   | KEARNY | 40       |
| 30119000<br>63453000 | LEASE - OIL AND GAS | R. H. MILLER ET UX                               | CITIES SERVICE OIL COMPANY | 4/5/1943  | 10   | 7    | 23S      | 35W   | 9       | 23S35W9     | SECTION 9: N/2 N/2<br>LESS AND EXCEPT ALL DEPTHS FROM THE TOP OF THE<br>HEBNER FORMATION TO THE CENTER OF THE BARTH. | KEARNY | 40       |
| 29870000             | LEASE - OIL AND GAS | STATE BOARD OF ADMINISTRATION,<br>TOPEKA, KANSAS | FRED C. KOCH               | 8/26/1944 | 11   | 579  | 24S      | 34W   | 10      | 24S34W10    | SECTION 10: N/2  | KEARNY | 39       |
| 29870000             | LEASE - OIL AND GAS | STATE BOARD OF ADMINISTRATION,<br>TOPEKA, KANSAS | FRED C. KOCH               | 8/26/1944 | 11   | 579  | 24S      | 34W   | 11      | 24S34W11    | SECTION 11: SE/4, W/2  | KEARNY | 39       |
| 29870000             | LEASE - OIL AND GAS | STATE BOARD OF ADMINISTRATION,<br>TOPEKA, KANSAS | FRED C. KOCH               | 8/26/1944 | 11   | 579  | 24S      | 34W   | 3       | 24S34W3     | SECTION 3: S/2   | KEARNY | 39       |
| 29870000             | LEASE - OIL AND GAS | STATE BOARD OF ADMINISTRATION,<br>TOPEKA, KANSAS | FRED C. KOCH               | 8/26/1944 | 11   | 579  | 24S      | 34W   | 5       | 24S34W5     | SECTION 5: S/2   | KEARNY | 39       |
| 29878000             | LEASE - OIL AND GAS | THE GARDEN CITY COMPANY                          | CHAMPLIN REFINING COMPANY  | 9/2/1942  | 9    | 221  | 24S      | 35W   | 1       | 24S35W1     | SECTION 1: LOTS 1-4, S/2 N/2, S/2 (BEING ALL OF SECTION 1)   | KEARNY |          |

**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 |
|-------------|---------------------|-------------------------|----------------------------|------------|------|------|----------|-------|---------|-------------|--|--------|----------|
| 29910000    | LEASE - OIL AND GAS | WILLIAM T. MURRAY ET UX | CHAMPLIN REFINING COMPANY  | 7/24/1947  | 16   | 50   | 24S      | 35W   | 11      | 24S35W11    | 24S-35W<br>SECTION 11: NE/4  | KEARNY |          |
| 66362000    | LEASE - OIL AND GAS | THE GARDEN CITY COMPANY | CITIES SERVICE OIL COMPANY | 12/11/1942 | 9    | 386  | 24S      | 35W   | 11      | 24S35W11    | 24S-35W<br>SECTION 11: NE/4, S/2 N/2, SE/4, S/2 SE/4<br>AS AMENDED BY CORRECTION OF DESCRIPTION IN OIL AND<br>GAS LEASE DATED 4/23/1949, RECORDED IN BOOK 18, PAGE 352   | KEARNY |          |
| 66367000    | LEASE - OIL AND GAS | L. G. WAGNER ET UX      | JOE E. DENHAM              | 7/6/1943   | 10   | 267  | 24S      | 35W   | 11      | 24S35W11    | SECTION 11: LOTS 7, 8, & 9 IN BLOCK 11 IN THE CITY OF<br>DEERFIELD AS SHOWN BY THE RECORDED PLAT THEREOF,<br>AND ALL OF LOT 13 PLAT 3 BEING ALL THAT PART OF<br>SECTION 11 LYING WEST OF THE CITY OF DEERFIELD AND THE<br>SOUTH OF THE GREAT EASTERN DITCH AND NORTH OF THE<br>MAIN ROAD RUNNING WEST FROM DEERFIELD KNOWN AS<br>THE SANTA FE TRAIL, AND LOCATED IN THE SW/4 NW/4 AND<br>THE NW/4 OF THE SW/4  | KEARNY |          |
| 66368000    | LEASE - OIL AND GAS | C. L. DICKENS ET UX     | JOE E. DENHAM              | 4/17/1944  | 11   | 65   | 24S      | 35W   | 11      | 24S35W11    | 10.30 ACRES M/L, BEING ALL THAT PART OF THE N/2SW/4 SEC<br>11-24S-35W, OF THE 6TH P.M. LYING BETWEEN THE N LINE OF<br>THE STATION GROUNDS AND R/O/W OF THE ATCHISON<br>TOPEKA AND SANTA FE RAILWAY CO., THE EXTENDED S LINE<br>OF SIXTH AVENUE AND A LINE EXTENDING FROM THE<br>EXTENDED LINE OF SIXTH AVENUE TO THE R/O/W OF THE<br>ATCHISON TOPEKA AND SANTA FE RAILWAY CO PARALLEL<br>WITH WALNUT STREET (INTHE CITY OF DEERFIELD) AND 150<br>FT W OF THE W/LY LINE OF WALNUT STREET, KEARNY CO | KEARNY |          |

**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 |
|-------------|---------------------|-----------------------|-----------------|------------|------|------|----------|-------|---------|-------------|--|--------|----------|
| 66370000    | LEASE - OIL AND GAS | H. N. KERR            | JOE E. DENHAM   | 4/17/1944  | 11   | 69   | 24S      | 35W   | 11      | 24S35W11    | BEG AT A PNT 2156.9 FT N OF THE S/E/C OF SEC 11-24S-35W, OF THE 6TH R.M., TH RUNNING DUE W 761.1 FT, TH RUNNING DUE N 385.5 FT TO THE S LINE OF THE R/O/W OF THE ATCHISON, TOPEKA AND SANTA FE RR CO., TH RUNNING IN A N/E/LY DIRE CTION ALONG S LINE OF SAID R/O/W TO E LINE OF SAID SEC 11, TH DUE S ALONGE LINE OF SAID SEC 11, 658.6 FT TO THE E POB, CONTAINING 9.11 ACS, SEC 11-24S-35W, KEARNY CO | KEARNY |          |
| 66369000    | LEASE - OIL AND GAS | WILLIAM H. HERR ET UX | JOE E. DENHAM   | 10/20/1943 | 10   | 471  | 24S      | 35W   | 11      | 24S35W11    | SW/4 SEC 11-24S-35W, LOCATED S OF THE R/W OF THE A T & S F RR CO, & W OF THE PUBLIC ROAD LEADING THROUGH THE CENTER OF THE TOWN OF DERFIELD S TO RIVER, KEARNY CO  | KEARNY |          |

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|-------------|---------------------|--------------------------------------|----------------------------|-----------|------|------|----------|-------|---------|-------------|--|--------|----------|
| 66371000    | LEASE - OIL AND GAS | THE GARDEN CITY COMPANY              | JOE E. DENHAM              | 6/1/1943  | 10   | 219  | 24S      | 35W   | 11      | 24S35W11    | A TR OF LAND IN SEC 11-24S-35W, COMMENCING AT A PNT 243 FT OF THE NW/4 OF SAID SEC, TH E ALONG THE N SEC LINE OF SAID SEC 957 FT, TH S 1,331 FT, TH W 300 FT, TH N 11 FT, TH W 366 FT, TH S 616 FT, TH IN A SW/4 DIRECTION APPROX 50 FT TO THE SEC OF A TRACT OF LAND CONVEYED BY WARRANTY DEED DTD 5-19-23, EXECUTED BY FRANK N LAKOSH AND OTHERS TO FRANK G WEST AND RECORDED IN BK 24,P 66, TH N 76 FT, TH W 484 FT, TH N 1652 FT ALONG THE W SEC LINE OF SAID SEC, TH E 243 FT, TH N 243 FT TO POB, CONTAINING 42.31 ACS, M/L, SEC 11-24S-35W, KEARNY CO | KEARNY |          |
| 66372000    | LEASE - OIL AND GAS | THE UNITED STATES IRRIGATING COMPANY | CITIES SERVICE OIL COMPANY | 4/18/1949 | 18   | 425  | 24S      | 35W   | 11      | 24S35W11    | ALL THAT TRACT OF LAND COMPRISING THE MAIN GREAT EASTERN CANAL IN & ACROSS THE N/2 SEC 11-24S-35W, KEARNY CO   | KEARNY |          |

**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 |
|-------------|---------------------|-----------------|----------------------------|------------|------|------|----------|-------|---------|-------------|--|--------|----------|
| 66428000    | LEASE - OIL AND GAS | CARL MORELAND   | CITIES SERVICE OIL COMPANY | 10/20/1947 | 17   | 355  | 24S      | 35W   | 11      | 24S35W11    | APPROXIMATELY 2 ACS OF LAND DESC AS FOLLOWS: COMM AT A POINT ON THE N S ECLINE OF SEC 11-24S-35W OF THE 6TH PM AND 1200 FT E OF THE NW/C OF SAID SEC, TH S 1331 FT TO THE GREAT EASTERN DITCH R/O/W, WHICH IS DUE S OF A POINT 300 FT DUE W OF THE POB; TH N TO A POINT W HIGH IS 300 FT DUE W OF THE POB, TH DUEE 300 FT TO THE POB AND ALSO A TR OF LAND DESC AS COMM AT A POINT 1200 FT E OF THE NW/C OF SEC 11-24S-35W OF THE 6TH PM, TH DUE S AND PARALLEL TO THE PUBLIC HIGHWAY A DISTANCE OF 1320 FT, TH DUE W 300 FT TO A POINT WHICH IS THE POB; TH DUE N 366 FT, TH DUE S 616 FT TO THE R/O/W OF THE GREAT EASTERN DITCH A DISTANCE OF 415 FT TO A POINT, TH DUE N 415 FT TO THE POB AND CONT APPROX 4-3/4 ACS, LESS AND EXC FROM THE E TR FIRST DESCRIBED ABOVE A PARCEL OF LAND CONVEYED TO RICHARD L ANDON AND DESC AS FOLLOWS: TO WIT: COMM AT A POINT ON THE N S ECLINE OF SEC 11-24S-35W OF THE 6TH PM AND 1200 FT E OF THE NW/C OF SAID SEC, TH S 1331 FT TO THE POB; TH W AT RIGHT ANGLES 150 FT, TH S AT RIGHT ANGLES 100 FT, TH E 150 FT, TH N 100 FT TO THE POB SEC 11-24S-35W, KEARNY CO | KEARNY |          |

**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 |
|-------------|---------------------|--------------------|----------------------------|------------|------|------|----------|-------|---------|-------------|---|--------|----------|
| 66429000    | LEASE - OIL AND GAS | RICHARD LANDON     | CITIES SERVICE OIL COMPANY | 10/23/1957 | 16   | 229  | 24S      | 35W   | 11      | 24S35W11    | COMM AT A POINT ON THE N SEC LINE OF SEC 11-24S-35W, OF 6TH PM AND 1200 FTE OF THE NW/4 OF SAID SEC, TH S 1331 FT TO THE POB, TH W AT RIGHT ANGLES 150 FT, TH S AT RGH T ANGLES 100 FT, TH E 150 FT, TH N 100 FT TO THE POB, CONT .35 ACRES, M/L SEC 11-24S-35W, KEARNY CO  | KEARNY |          |
| 66430000    | LEASE - OIL AND GAS | MILTON CLAIR ET UX | CITIES SERVICE OIL COMPANY | 10/22/1947 | 16   | 230  | 24S      | 35W   | 11      | 24S35W11    | A TR OF UNPLATTED LAND LYING IN THE NW/4 OF SEC 11-24S-35W, OF THE 6TH PMIN THE TOWN OF DEERFIELD, KANSAS, DESC AS FOLLOWS. TO-WIT: BEG AT A POINT WHICH IS THE INTERSECTION OF THE E LINE OF MAIN ST AND THE N LINE OF 10TH AVE OF THE PLATTED TOWN OF DEERFIELD, KANSAS, TH N 19 DEGS 45' W 132 FT, TH N 49 DEGS 05' E 214.5 FT, TH S 19 DEGS 45' E 209.5 FT, TH S 70 DEGS 15' W 200 FT TO THE POB, CONT .78 ACS, M/L SEC 11-24S-35W, KEARNY CO | KEARNY |          |

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

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|-------------|---------------------|------------------|----------------------------|------------|------|------|----------|-------|---------|-------------|---|--------|----------|
| 66431000    | LEASE - OIL AND GAS | JOHN JAMES       | CITTES SERVICE OIL COMPANY | 10/23/1947 | 16   | 231  | 24S      | 35W   | 11      | 24S35W11    | A TR OF LAND IN THE NW/4 OF SEC 11-24S-35W, OF THE 6TH PM DESC AS FOLLOWS: TO-WITT. BEG AT A POINT ON THE E LINE OF A PUBLIC ROAD RUNNING N FROM THEN END OF MAIN ST IN THE TOWN OF DEERFIELD, KANSAS, WHICH POINT IS W 1403 FT AND S 1 DEG, 14 MINUTES W 924 FT, FROM THE N/C OF THE NW/4 OF SAID SECTION 11, TH E 468 FT, TH S 26 DEGS, 50 MINUTES W, 328 FT, TH S 53 DEGS, 10 MINUTES W, 412.5 FT, TH 1 DEG, 10 MINUTES E, 540.5 FT TO THE POB SEC 11-24S-35W, KEARNY CO | KEARNY |          |
| 66432000    | LEASE - OIL AND GAS | BEULAH M. GRIGGS | CITTES SERVICE OIL COMPANY | 10/20/1947 | 16   | 245  | 24S      | 35W   | 11      | 24S35W11    | A TR OF LAND IN SEC 11-24S-35W, OF THE 6TH PM DESC AS FOLLOWS, TO-WITT: BEG AT A POINT ON THE W LINE OF SAID SEC 11, 1895 FT S OF THE NW/C THEREOF, WHICH IS THE POB, TH E 484 FT, TH S 76 FT TO THE R/O/W OF THE GREAT EASTERN DIT CH, TH ALONG THE N LINE OF SAID R/O/W 60 DEGS, 00' W, 12 FT, TH S 39 DEGS, 58' W, 340 FT, TH S 80 DEGS, 00' W, 260 FT TO THE W LINE OF SAID SEC, TH N 385 FT TO THE POB SEC 11-24S-35W, KEARNY CO                                       | KEARNY |          |
| 66433000    | LEASE - OIL AND GAS | F. W. HAGLER     | CITTES SERVICE OIL COMPANY | 10/20/1947 | 16   | 246  | 24S      | 35W   | 11      | 24S35W11    | A TR OF UNPLATTED LAND LYING IN THE NW/4 SEC 11-24S-35W OF THE 6TH PM, IN THE TOWN OF DEERFIELD, KANSAS AND DESC AS FOLLOWS, TO-WITT. BEG AT A POINT ON THE N LINE OF 10 TH AVE AND THE E LINE OF MAIN ST, TH N 19 DEGS, 45' W, 291-1/2 FT, TH N 46 DEGS 58' E, 102-9/10 FT, TH N 24 DEGS, 25' E, 265-9/10 FT, TH S 19 DEGS 45' E, 523 FT, TH S 70 DEGS, 15' W, 280 FT TO THE POB SEC 11-24S-35W, KEARNY CO   | KEARNY |          |



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

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|-------------|---------------------|-------------------|----------------------------|-----------|------|------|----------|-------|---------|----------|---|--------|----------|
| 66434000    | LEASE - OIL AND GAS | ANICE DICKENS     | CITIES SERVICE OIL COMPANY | 4/15/1949 | 18   | 389  | 24S      | 35W   | 11      | 24S35W11 | BEING ALL THAT PART OF S/2SW/4 SEC 11-24S-35W, LYING N OF THE SANTA FE RIGHT OF WAY IN THE TOWN OF DEERFIELD, KANSAS, KEARNY CO | KEARNY |          |
| 66435000    | LEASE - OIL AND GAS | ARNOLD C. KETTLER | CITIES SERVICE OIL COMPANY | 5/26/1949 | 18   | 578  | 24S      | 35W   | 11      | 24S35W11 | NW 1 AC OF NW/4 SEC 11-24S-35W, KEARNY CO   | KEARNY |          |

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to Assignment, Conveyance and Bill of Sale between  
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| Agreement # | Agreement Type      | Original Lessor              | Original Lessee            | Date      | Book | Page | Township | Range | Section | Concenate | Legal Description   | County | Footnote |
|-------------|---------------------|------------------------------|----------------------------|-----------|------|------|----------|-------|---------|-----------|---|--------|----------|
| 66436000    | LEASE - OIL AND GAS | NATIONAL ALFA DEHYD MILL CO. | CITTES SERVICE OIL COMPANY | 5/18/1949 | 19   | 96   | 24S      | 35W   | 11      | 24S35W11  | <p>ALL THAT TR OR PARCEL OF LAND SITUATED IN THE COUNTY OF KEARNY AND STATE OF KANSAS AND DESC AS FOLLOWS; TO-WIT: BEG AT THE SEC OF SEC 11-24S-35W, TH N. VARIATION 11 D EGS 20 MINUTES, 2156.9 FT TO A POINT, TH S 89 DEGS 47 MINUTES W 761.1 FT TO A POINT HERENAFTER REFERRED TO AS THE POB, TH DUE S 132 FT, TH DUE W 375.1 FT, TH N 19 DEG S 55 MINUTES, W 258 FT, TH S 70 DEGS 00 MINUTES, W 557 FT, TH N 20 DEGS 00 MINUTES, W 99 FT, TH N 70 DEGS 00 MINUTES E 756.25 FT, TH DUE S 274 FT, TH DUE E 309 FT TO THE POB, CONT 3.35 ACS AND THAT FRACTIONAL TR IN THE SE 4 OF SEC 11-24S-35W, 6TH PM BEG AT A POINT 761.1 FT W OF THE E LINE OF SEC 11 AND 2156.9 FT N OF THE S LINE OF SA D SEC RUNNING TH DIRECTLY W 309.1 FT, TH AT RIGHT ANGLES 274.5 FT N TO THE R/O/W TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY, TH FOLLOWING SAID R/O/W NORTHWESTERLY 327 FT TO A POINT DIRECTLY N OF STARTING POINT TH STRAIGHT S 385.5 FT TO THE POB, CONT 2.34 ACRES, MEANING TO CONVEY BY THE TERMS OF THIS LEASE ALL LAND OWNED BY SAID COMPANY IN SEC 11-24S-35W, KEARNY CO</p> | KEARNY |          |

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| Agreement # | Agreement Type      | Original Lessor                 | Original Lessee            | Date      | Book | Page | Township | Range | Section | Concatenate | Legal Description  | County | Footnote |
|-------------|---------------------|---------------------------------|----------------------------|-----------|------|------|----------|-------|---------|-------------|--|--------|----------|
| 664380000   | LEASE - OIL AND GAS | TOPEKA AND SANTA FE RAILWAY CO. | CITIES SERVICE OIL COMPANY | 4/25/1950 | 20   | 59   | 24S      | 35W   | 11      | 24S35W11    | ALL THAT CERTAIN STRIP, TR OR PARCEL OF LAND LYING AND SITUATE IN THE S/2SEC 11-24S-35W OF THE 6TH PRINCIPAL MERIDIAN, AT DEERFIELD, KEARNY CO, KANSAS AND MORE PARTICULARLY DESC AS FOLLOWS: A STRIP OF LAND 300 FT IN WIDTH LYING 150 FT ON EACH SIDE OF THE CENTER LINE OF THE MAIN TR OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY CO, AS SAME IS NOW LOCATED AND CONSTRUCTED AND EXTENDING FROM RAILWAY ENGINEERS LOCATION STATION 240+20.9 FT IN A NORTH EASTERLY DIRECTION ACROSS SAID S/2 OF SEC 11 A DISTANCE OF 2600 FT TO RAILWAY ENGINEERS LOCATION STATION 214+20.9 FT AND CONTAINING AN AREA OF 17.91 ACRES, M/L SEC 11-24S-35W, KEARNY CO | KEARNY |          |
| 29972000    | LEASE - OIL AND GAS | U. J. INGRAM, SINGLE            | J. E. O'DONNELL            | 9/1/1942  | 9    | 249  | 24S      | 35W   | 13      | 24S35W13    | 24S-34W<br>SECTION 13: N/2   | KEARNY |          |

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|-------------|---------------------|--|----------------------------|-----------|------|------|----------|-------|---------|-------------|--|--------|----------|
| 29863001    | LEASE - OIL AND GAS | CHARLES R. FISCHER                               | JOE E. DENHAM              | 5/28/1943 | 10   | 264  | 24S      | 35W   | 13      | 24S35W13    | SECTION 13: S/2  | KEARNY |          |
| 29863002    | LEASE - OIL AND GAS | GARDEN CITY CO                                   | JOE E. DENHAM              | 6/1/1943  | 10   | 219  | 24S      | 35W   | 13      | 24S35W13    | SECTION 13: W/2  | KEARNY |          |
| 29863003    | LEASE - OIL AND GAS | GERTRUDE E. CONE ET AL                           | FRED C. KOCH               | 9/7/1944  | 11   | 597  | 24S      | 35W   | 13      | 24S35W13    | SECTION 13: 66.74 ACRES  | KEARNY |          |
| 29863004    | LEASE - OIL AND GAS | STATE BOARD OF ADMINISTRATION,<br>TOPEKA, KANSAS | FRED C. KOCH               | 8/26/1944 | 11   | 579  | 24S      | 35W   | 13      | 24S35W13    | SECTION 13: 25.1 ACRES   | KEARNY |          |
| 29832001    | LEASE - OIL AND GAS | ORLIE A. WHITE ET UX                             | J. E. O'DONNELL            | 8/7/1941  | 8    | 422  | 24S      | 36W   | 1       | 24S36W1     | SECTION 1: LOTS 1 AND 2 AND THE S/2 OF THE NE/4 (BEING THE NE/4) | KEARNY |          |
| 29832002    | LEASE - OIL AND GAS | O. A. WHITE ET UX                                | CITIES SERVICE OIL COMPANY | 3/29/1943 | 10   | 9    | 24S      | 36W   | 1       | 24S36W1     | SECTION 1: SE/4  | KEARNY |          |
| 29969000    | LEASE - OIL AND GAS | C. A. LOUCKS AND RHODA D. LOUCKS, HIS<br>WIFE    | CHAMPLIN REFINING COMPANY  | 8/12/1939 | 15   | 214  | 24S      | 36W   | 18      | 24S36W18    | LOTS 3, 4, E/2 SW/4  | KEARNY |          |
| 29968000    | LEASE - OIL AND GAS | T. H. SEHORN                                     | JOE E. DENHAM              | 5/28/1943 | 10   | 71   | 24S      | 36W   | 18      | 24S36W18    | SECTION 18: SE/4   | KEARNY |          |
| 29970001    | LEASE - OIL AND GAS | MARIE L. BROWNE ET AL                            | JOE E. DENHAM              | 5/25/1943 | 10   | 107  | 24S      | 36W   | 18      | 24S36W18    | SECTION 18: NE/4   | KEARNY |          |
| 29970002    | LEASE - OIL AND GAS | C. E. WARTHEN ESTATE                             | JOE E. DENHAM              | 5/25/1943 | 10   | 11   | 24S      | 36W   | 18      | 24S36W18    | SECTION 18: NE/4   | KEARNY |          |

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|-------------|---------------------|--|-----------------------------|-----------|------|------|----------|-------|---------|--------------|---|--------|----------|
| 29824001    | LEASE - OIL AND GAS | C. A. LOUCKS AND RHODA D. LOUCKS, HIS WIFE | J. E. O'DONNELL             | 7/17/1941 | 8    | 198  | 24S      | 36W   | 8       | 24S36W8      | SECTION 8: NW/4<br>24S-36W  | KEARNY |          |
| 29824002    | LEASE - OIL AND GAS | C. A. LOUCKS AND RHODA D. LOUCKS, HIS WIFE | JOE E. DENHAM               | 4/12/1943 | 8    | 469  | 24S      | 36W   | 8       | 24S36W8      | SECTION 8: NE/4<br>24S-36W  | KEARNY |          |
| 29824003    | LEASE - OIL AND GAS | FERN WRAY KLEIBEGE, A SINGLE WOMAN         | JOE E. DENHAM               | 4/16/1943 | 9    | 503  | 24S      | 36W   | 8       | 24S36W8      | SECTION 8: SW/4<br>24S-36W  | KEARNY |          |
| 29824004    | LEASE - OIL AND GAS | C. E. BEYER ET UX                          | GULF OIL CORPORATION        | 6/7/1945  | 13   | 32   | 24S      | 36W   | 8       | 24S36W8      | SECTION 8: SE/4<br>24S-36W  | KEARNY |          |
| 30111000    | LEASE - OIL AND GAS | S. A. TATE, ET AL.                         | P. S. MCCORMICK             | 4/12/1946 | 14   | 64   | 24S      | 38W   | 6       | 24S38W6      | SECTION 7: LOTS 6 AND 7 AND THE E/2 SW/4<br>24S-38W   | KEARNY |          |
| 30112000    | LEASE - OIL AND GAS | WILL P. ROTH ET UX                         | P. S. MCCORMICK             | 4/12/1946 | 14   | 65   | 24S      | 38W   | 7       | 24S38W7      | SECTION 7: NE/4<br>24S-38W  | KEARNY |          |
| 29912000    | LEASE - OIL AND GAS | ELLA CONDRA                                | FIN-KER OIL & GAS           | 3/16/1940 | 7    | 428  | 25S      | 36W   | 2       | 25S36W2      | SECTION 2: SE/4<br>25S-36W  | KEARNY |          |
| 29913000    | LEASE - OIL AND GAS | MARGORIE G. PEPER ET VIR                   | FRED C. KOCH                | 3/28/1944 | 11   | 60   | 25S      | 36W   | 2       | 25S36W2      | SECTION 2: EAST 100 ACRES OF THE SE/4 DESCRIBED AS<br>FOLLOWS: COMMENCING AT THE SE CORNER OF SAID<br>SECTION 2, RUNNING THENCE WEST ON SECTION LINE 100<br>RODS; THENCE EAST 100 RODS; THENCE SOUTH 160 RODS TO<br>PLACE OF BEGINNING<br>25S-36W | KEARNY |          |
| 29914000    | LEASE - OIL AND GAS | JOHN B. CARMICHAEL                         | FIN-KER OIL & GAS           | 4/12/1940 | 7    | 543  | 25S      | 36W   | 2       | 25S36W2      | SECTION 2: NE/4 NW/4, S/2 NW/4<br>25S-36W   | KEARNY |          |
| 29915000    | LEASE - OIL AND GAS | J. B. CARMICHAEL                           | STANOLIND OIL & GAS COMPANY | 4/18/1944 | 11   | 66   | 25S      | 36W   | 2       | 25S36W2      | SECTION 2: NW/4 NW/4<br>25S-36W   | KEARNY |          |

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|-------------|---------------------|---|-----------------|-----------|------|------|----------|-------|---------|-------------|--|--------|----------|
| 29911000    | LEASE - OIL AND GAS | BELLE B BAHNTGE ET AL   | FRED C. KOCH    | 3/2/1944  | 11   | 12   | 25S      | 36W   | 2       | 25S36W2     | SECTION 2: SW/4<br>25S-36W   | KEARNY |          |
| 29928000    | LEASE - OIL AND GAS | C. A. LOUCKS AND RHODA D. LOUCKS, HIS WIFE                              | J. E. O'DONNELL | 8/1/1941  | 8    | 356  | 25S      | 36W   | 2       | 25S36W2     | SECTION 2: LOTS 1, 2, AND THE SW/4 NE/4<br>25S-36W                   | KEARNY |          |
| 29828001    | LEASE - OIL AND GAS | J. E. HEINTZ AND MARGARET M. HEINTZ, HIS WIFE                           | J. E. O'DONNELL | 7/22/1941 | 8    | 223  | 25S      | 37W   | 6       | 25S37W6     | SECTION 6: SE/4<br>25S-37W   | KEARNY |          |
| 29828002    | LEASE - OIL AND GAS | THE LAKIN STATE BANK  | JOE E. DENHAM   | 8/5/1943  | 10   | 272  | 25S      | 37W   | 6       | 25S37W6     | SECTION 6: LOTS 1 AND 2, S/2 NE/4 (BEING ALL OF THE NE/4)<br>25S-37W | KEARNY |          |
| 29828003    | LEASE - OIL AND GAS | CARRIE M. BURNS AND CLYDE E. BURNS, HER HUSBAND                         | JOE E. DENHAM   | 3/14/1944 | 11   | 26   | 25S      | 37W   | 6       | 25S37W6     | SECTION 6: NW/4<br>25S-37W   | KEARNY |          |
| 29828004    | LEASE - OIL AND GAS | CLYDE E. BURNS AND CARRIE M. BURNS, HIS WIFE                            | JOE E. DENHAM   | 3/14/1944 | 11   | 25   | 25S      | 37W   | 6       | 25S37W6     | SECTION 6: SW/4<br>25S-37W   | KEARNY |          |
| 29907001    | LEASE - OIL AND GAS | NELLIE C. GRAHAM, A MARRIED WOMAN, FORMERLY NELLIE C. LOCKWOOD, A WIDOW | J. E. O'DONNELL | 9/22/1941 | 11   | 445  | 26S      | 34W   | 14      | 26S34W14    | SECTION 14: N/2<br>26S-34W   | KEARNY |          |

**FOOTNOTES**

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)

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|-------------|----------------|-----------------|-----------------|------|------|------|----------|-------|---------|-------------|---|--------|----------|
| 2           |                |                 |                 |      |      |      |          |       |         |             | INSOFAR AND ONLY INSOFAR AS SAID CONTRACT COVERS THE RIGHTS BELOW THE TOP OF THE WABAUWSEE GROUP WHICH OCCURS AT 3,352 FT ON THE AVOLON ENERGY CURLISSON #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 9-5N-21ECM, BEAVER COUNTY, OKLAHOM  |        |          |
| 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   |        |          |

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|-------------|----------------|-----------------|-----------------|------|------|------|----------|-------|---------|-------------|-------------------|--------|----------|
| 6           |                |                 |                 |      |      |      |          |       |         |             |                   |        |          |
|             |                |                 |                 |      |      |      |          |       |         |             |                   |        |          |
| 7           |                |                 |                 |      |      |      |          |       |         |             |                   |        |          |
|             |                |                 |                 |      |      |      |          |       |         |             |                   |        |          |
| 8           |                |                 |                 |      |      |      |          |       |         |             |                   |        |          |
|             |                |                 |                 |      |      |      |          |       |         |             |                   |        |          |
| 9           |                |                 |                 |      |      |      |          |       |         |             |                   |        |          |
|             |                |                 |                 |      |      |      |          |       |         |             |                   |        |          |
| 10          |                |                 |                 |      |      |      |          |       |         |             |                   |        |          |



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| 11          |                |   |                 |      |      |      |          |       |         |           |                   |        |          |
|             |                | <p>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. 960002866) ISSUED BY THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA.</p>                  |                 |      |      |      |          |       |         |           |                   |        |          |
| 12          |                |   |                 |      |      |      |          |       |         |           |                   |        |          |
|             |                | <p>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-SFL LOG OF THE LEROY 1-31 WELL LOCATED IN THE SW SW OF SECTION 31-4N-22E6M.</p> |                 |      |      |      |          |       |         |           |                   |        |          |
| 13          |                |   |                 |      |      |      |          |       |         |           |                   |        |          |
|             |                | <p>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.</p>  |                 |      |      |      |          |       |         |           |                   |        |          |
| 14          |                |   |                 |      |      |      |          |       |         |           |                   |        |          |
|             |                | <p>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 SEWARD COUNTY, KANSAS</p>  |                 |      |      |      |          |       |         |           |                   |        |          |
| 15          |                |   |                 |      |      |      |          |       |         |           |                   |        |          |
|             |                | <p>LESS AND EXCEPT THE GUTTRIDGE F3 WELL AND THE RTZOLD UNIT SOUTH 5-4 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</p>   |                 |      |      |      |          |       |         |           |                   |        |          |

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| 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 APC 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              |                 |      |      |      |          |       |         |             |                   |        |          |
| 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              |                 |      |      |      |          |       |         |             |                   |        |          |

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| 21          |                |   |                 |      |      |      |          |       |         |             |                   |        |          |
|             |                | LESS AND EXCEPT THE LEMNHAN 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 |                 |      |      |      |          |       |         |             |                   |        |          |
| 26          |                |   |                 |      |      |      |          |       |         |             |                   |        |          |
|             |                | SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE BOALDWIN B WELL (API #3513922569) LOCATED IN SECTION 16-6N-10E3CM, TEXAS COUNTY, OKLAHOMA                                  |                 |      |      |      |          |       |         |             |                   |        |          |

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| 27          |                |                 |                 |      |      |      |          |       |         |             | SAD 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 GROSS TIMBERS OPERATING CO. TARRANT #2-22 (API #3513922839) IN SECTION 22-6N-17ECM, TEXAS COUNTY, OKLAHOMA |        |          |
| 29          |                |                 |                 |      |      |      |          |       |         |             | SAD 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          |                |                 |                 |      |      |      |          |       |         |             | SAD 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  |        |          |
| 31          |                |                 |                 |      |      |      |          |       |         |             | SAD 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-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 |
|-------------|----------------|---|-----------------|------|------|------|----------|-------|---------|-------------|-------------------|--------|----------|
| 32          |                |   |                 |      |      |      |          |       |         |             |                   |        |          |
|             |                | SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE INTERSTATE H WELL (API #3519930052) LOCATED IN SECTION 7-4N-14E04, 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 #351924107) LOCATED IN SECTION 1-3N-12E04, 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 #351924125) LOCATED IN SECTION 13-4N-12E04, TEXAS COUNTY, OKLAHOMA  |                 |      |      |      |          |       |         |             |                   |        |          |
| 36          |                |   |                 |      |      |      |          |       |         |             |                   |        |          |
|             |                | SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE CLAWSON A #1 WELL (API #351921119) AND THE REUST B-1 WELL (API #351922729) LOCATED IN SECTION 5-3N-14E04, TEXAS COUNTY, OKLAHOMA |                 |      |      |      |          |       |         |             |                   |        |          |

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|-------------|----------------|-----------------|-----------------|------|------|------|----------|-------|---------|-------------|-------------------|--------|----------|
| 37          |                |                 |                 |      |      |      |          |       |         |             |                   |        |          |

INSOFAR AND ONLY INSOFAR AS THE LEASE OR AGREEMENT IS INCLUDED WITHIN THE STIRUP ENHANCED RECOVERY UNIT, FORMED AND GOVERNED BY THAT CERTAIN UNIT AGREEMENT AND PLAN OF UNITIZATION FOR THE DEVELOPMENT AND OPERATION OF THE STIRUP ENHANCED RECOVERY UNIT, COUNTY OF MORTON, STATE OF KANSAS, ENTERED INTO AS OF THE 31ST DATE OF JANUARY, 2003. THE UNITIZED INTERVAL FOR THE STIRUP 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 33 SOUTH, RANGE 40 WEST, MORTON COUNTY KANSAS, WITH THE TOP OF THE UNITIZED FORMATION BEING FOUND AT A DEPTH OF 5,340 FEET AND THE BASE OF THE UNITIZED FORMATION BEING FOUND AT A DEPTH OF 5,463 FEET AS SHOWN ON THE HALLIBURTON DUAL INDUCTION LATERAL LOG 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 UNITIZED INTERVAL.

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**Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

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|-------------|----------------|-----------------|-----------------|------|------|------|----------|-------|---------|-------------|-------------------|--------|----------|
| 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 UNITIZED 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.

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|-------------|----------------|-----------------|-----------------|------|------|------|----------|-------|---------|-------------|-------------------|--------|----------|
| 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 660, 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 BPO   | NRI BPO  | WI APO | NRI APO | ST | COUNTY | SEC | TWP | RNG | QTR                 | QTR                 | Reservoir                       | OPERATOR |
|------------|------------------|--------------------|------------|----------|----------|--------|---------|----|--------|-----|-----|-----|---------------------|---------------------|---------------------------------|----------|
| 15093001   | HUGOTON (KANSAS) | BAHNTGE 1          | A APGRDCY  | 1.00000  | 0.87500  | SAME   | SAME    | KS | KEARNY | 2   | 25S | 36W | SWNW                | CHASE GROUP         | MERIT ENERGY COMPANY LLC        |          |
| 150930083  | PANOMA           | BAHNTGE 2          | A APGRDCY  | 1.00000  | 0.87500  | SAME   | SAME    | KS | KEARNY | 2   | 25S | 36W | NENE                | CHASE               | MERIT ENERGY COMPANY LLC        |          |
| 1509320952 | HUGOTON (KANSAS) | BAHNTGE 3-2        | A APGRDCY  | 1.00000  | 0.87500  | SAME   | SAME    | KS | KEARNY | 2   | 25S | 36W | NENE                | CHASE               | MERIT ENERGY COMPANY LLC        |          |
| 1509320951 | DEERFIELD        | FISCHER D-2-13     | A APGRDCY  | 1.00000  | N/A      | SAME   | SAME    | KS | KEARNY | 13  | 24S | 35W | NWSE                | LANSLING-KC         | UNION PACIFIC RESOURCES COMPANY |          |
| 1509320370 | DEERFIELD        | FISHER D-1-13      | A APGRDCY  | 1.00000  | 0.87500  | SAME   | SAME    | KS | KEARNY | 13  | 24S | 35W | MULTIPLE            | MULTIPLE            | MERIT ENERGY COMPANY LLC        |          |
| 150930088  | HUGOTON (KANSAS) | GARDEN A-1         | A APGRDCY  | 1.00000  | 0.87500  | SAME   | SAME    | KS | KEARNY | 1   | 24S | 35W | SESNW               | CHASE GROUP         | MERIT ENERGY COMPANY LLC        |          |
| 1509320586 | PANOMA           | GARDEN A-3         | A APGRDCY  | 1.00000  | 0.87500  | SAME   | SAME    | KS | KEARNY | 1   | 24S | 35W | NWSE                | COUNCIL GROVE       | MERIT ENERGY COMPANY LLC        |          |
| 1509321005 | HUGOTON (KANSAS) | GARDEN A-4         | A APGRDCY  | 1.00000  | N/A      | SAME   | SAME    | KS | KEARNY | 1   | 24S | 35W | NENW                | CHASE GROUP         | RME PETROLEUM COMPANY           |          |
| 1509321494 | HUGOTON (KANSAS) | GARDEN A-5         | A APGRDCY  | 1.00000  | 0.87500  | SAME   | SAME    | KS | KEARNY | 1   | 24S | 35W | SENE                | CHASE               | MERIT ENERGY COMPANY LLC        |          |
| 1509320805 | HUGOTON (KANSAS) | GARDEN B-D1-13     | A APGRDCY  | 1.00000  | 0.87500  | SAME   | SAME    | KS | KEARNY | 13  | 23S | 35W | SWNE                | COUNCIL GROVE       | MERIT ENERGY COMPANY LLC        |          |
| 1509300805 | HUGOTON (KANSAS) | GARDEN B-1         | A APGRDCY  | 1.00000  | 0.87500  | SAME   | SAME    | KS | KEARNY | 13  | 23S | 35W | SWNE                | COUNCIL GROVE       | MERIT ENERGY COMPANY LLC        |          |
| 1509300398 | HUGOTON (KANSAS) | GARDEN CITY O-1    | A GDNCTYSW | 0.889100 | 0.778137 | SAME   | SAME    | KS | KEARNY | 11  | 24S | 35W | N2SE                | COUNCIL GROVE GROUP | MERIT ENERGY COMPANY LLC        |          |
| 1509321540 | HUGOTON (KANSAS) | GARDEN CITY O-2    | A GDNCTYSW | 0.889100 | 0.778137 | SAME   | SAME    | KS | KEARNY | 11  | 24S | 35W | SWNWSE NE           | CHASE GROUP         | MERIT ENERGY COMPANY LLC        |          |
| 1509321823 | HUGOTON (KANSAS) | GARDEN CITY O-3    | A GDNCTYSW | 0.889100 | 0.778137 | SAME   | SAME    | KS | KEARNY | 11  | 24S | 35W | CHASE/COUNCIL GROVE | CHASE GROUP         | MERIT ENERGY COMPANY LLC        |          |
| 1509300728 | HUGOTON (KANSAS) | HEINTZ 1           | A APGRDCY  | 1.00000  | 0.87500  | SAME   | SAME    | KS | KEARNY | 6   | 25S | 37W | SENWSE              | CHASE GROUP         | MERIT ENERGY COMPANY LLC        |          |
| 1509320954 | HUGOTON (KANSAS) | HEINTZ 3-6         | A APGRDCY  | 1.00000  | 0.87500  | SAME   | SAME    | KS | KEARNY | 6   | 25S | 37W | SENW                | DEEP                | MERIT ENERGY COMPANY LLC        |          |
| 1509321492 | HUGOTON (KANSAS) | LOUCKS A-3         | A APGRDCY  | 0.75000  | 0.656250 | SAME   | SAME    | KS | KEARNY | 18  | 24S | 36W | NWNE                | CHASE               | MERIT ENERGY COMPANY LLC        |          |
| 1509300443 | HUGOTON (KANSAS) | LOUCKS A-2         | A APGRDCY  | 0.75000  | 0.656250 | SAME   | SAME    | KS | KEARNY | 18  | 24S | 36W | E22SW               | CHASE GROUP         | MERIT ENERGY COMPANY LLC        |          |
| 1509320382 | PANOMA           | LOUCKS A-1         | A APGRDCY  | 0.75000  | 0.656250 | SAME   | SAME    | KS | KEARNY | 18  | 24S | 36W | SWNW                | COUNCIL GROVE       | MERIT ENERGY COMPANY LLC        |          |
| 1509300432 | HUGOTON (KANSAS) | LOUCKS B-1         | A APGRDCY  | 0.75000  | 0.656250 | SAME   | SAME    | KS | KEARNY | 8   | 24S | 36W | SENW                | CHASE GROUP         | MERIT ENERGY COMPANY LLC        |          |
| 1509321496 | HUGOTON (KANSAS) | LOUCKS B-3         | A APGRDCY  | 0.75000  | 0.656250 | SAME   | SAME    | KS | KEARNY | 8   | 24S | 36W | NENE                | CHASE               | MERIT ENERGY COMPANY LLC        |          |
| 1509300092 | HUGOTON GAS AREA | PIPER-1-20         | A APGRDCY  | 0.98398  | 0.806694 | SAME   | SAME    | KS | KEARNY | 20  | 23S | 35W |                     | CHASE               | MERIT ENERGY COMPANY LLC        |          |
| 1509321538 | HUGOTON GAS AREA | PIPER-A-2H (INFLI) | A APGRDCY  | 0.98398  | 0.806694 | SAME   | SAME    | KS | KEARNY | 20  | 23S | 35W |                     | CHASE               | MERIT ENERGY COMPANY LLC        |          |
| 1509300354 | HUGOTON (KANSAS) | ROTH 1-7           | A NHAPCOBO | 0.184711 | 0.164711 | SAME   | SAME    | KS | KEARNY | 7   | 24S | 38W | SE                  | CHASE               | XTO ENERGY INCORPORATED         |          |
| 1509300400 | HUGOTON (KANSAS) | UNREIN 1           | A APGRDCY  | 1.00000  | 0.87500  | SAME   | SAME    | KS | KEARNY | 13  | 24S | 35W | SWSWNE              | CHASE GROUP         | MERIT ENERGY COMPANY LLC        |          |
| 1509320498 | PANOMA           | UNREIN 2           | A APGRDCY  | 1.00000  | 0.87500  | SAME   | SAME    | KS | KEARNY | 13  | 24S | 35W |                     | COUNCIL GROVE       | MERIT ENERGY COMPANY LLC        |          |
| 1509321482 | HUGOTON (KANSAS) | UNREIN 3-X         | A APGRDCY  | 1.00000  | 0.87500  | SAME   | SAME    | KS | KEARNY | 13  | 24S | 35W | NW                  | CHASE               | MERIT ENERGY COMPANY LLC        |          |
| 1509320465 | PANOMA           | WHITE 2            | A APGRDCY  | 0.50000  | 0.437500 | SAME   | SAME    | KS | KEARNY | 1   | 24S | 36W |                     | COUNCIL GROVE       | MERIT ENERGY COMPANY LLC        |          |
| 1509321493 | HUGOTON (KANSAS) | WHITE 3            | A APGRDCY  | 0.50000  | 0.437500 | SAME   | SAME    | KS | KEARNY | 1   | 24S | 36W | SE                  | CHASE               | MERIT ENERGY COMPANY LLC        |          |
| 1509320425 | HUGOTON (KANSAS) | WHITE O 1          | A APGRDCY  | 0.50000  | 0.437500 | SAME   | SAME    | KS | KEARNY | 1   | 24S | 36W | NE                  | CHASE GROUP         | MERIT ENERGY COMPANY LLC        |          |