

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 _____

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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 MORTON

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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 employment from, Seller or any of its Affiliates, (C) with respect to employees of Seller or any of its Affiliates arising under any “employee benefit plan” (as defined in Section 3(3) of ERISA) that is or has been sponsored by, contributed to, or

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

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

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

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

8. **Covenants Running with the Land.** The terms and provisions of this Assignment are covenants running with the Lands, Leases, and other interests covered by this Assignment (and with each subsequent transfer or assignment of all or any part thereof) and extend to, bind and inure to the benefit of the Parties and their heirs, successors and assigns.

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

[Signature Pages Follow]

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

ASSIGNOR:

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

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

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

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

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

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

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

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

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

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

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

MERIT ENERGY PARTNERS H, L.P.

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

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

MERIT ENERGY PARTNERS I, L.P.

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

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

MERIT ENERGY PARTNERS J, L.P.

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

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

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

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

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

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

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

MERIT ENERGY COMPANY, LLC

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

MMGJ ARKANSAS, LLC

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

ASSIGNEE:

PANHUGOTON PARTNERS LLC

By: Jason Herrick
Name: Jason Herrick
Title: President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

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



Notary Public

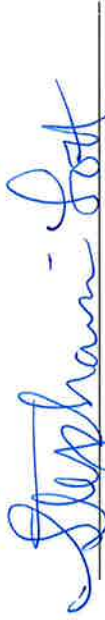


My Commission Expires: _____

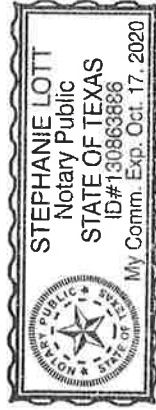
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

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



Notary Public



My Commission expires _____

**Exhibit A - Leases
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30416000	LEASE - OIL AND GAS	CHARLES C. BLACKWELL ET UX	J. FRED LAMBRIGHT INC.	2/18/2004	129	255	31S	39W	4	31S39W4	SECTION 4: LOTS 1, 2, S/2 NE/4 31S-39W	MORTON	2
N/A	LEASE - OIL AND GAS	GRACIA MITCHELL ET AL	ANADARKO PETROLEUM COMPANY	6/26/1986	41	188	31S	41W	35	31S41W35	SECTION 35: E/2 31S-41W	MORTON	1
82893000	LEASE - OIL AND GAS	JESSE F. SIMMONS ET UX	TEXAS INTERSTATE PIPE LINE CO.	4/11/1931	8	69	32S	39W	16	32S39W16	SECTION 16: E/2 32S-39W	MORTON	2
76887000	LEASE - OIL AND GAS	JESSE F. SIMMONS ET UX	PHILLIPS PETROLEUM COMPANY	5/11/1945	12	296	32S	39W	16	32S39W16	SECTION 16: W/2 32S-39W	MORTON	2
77207000	TERM MINERAL DEED	DORRIS I. COOK ET VIR.	ANADARKO PETROLEUM CORPORATION	5/22/1986	143	180	32S	39W	16	32S39W16	SECTION 16: ALL 32S-39W	MORTON	2
83065000	LEASE - OIL AND GAS	F. J. KULE	JOE E. DENHAM	3/16/1944	11	256	32S	40W	32	32S40W32	SECTION 32: SE/4 32S-40W	MORTON	2
83064000	LEASE - OIL AND GAS	A. R. SWINDLER	JOE E. DENHAM	5/11/1944	11	365	32S	40W	32	32S40W32	SECTION 32: SW/4 32S-40W	MORTON	2
83067000	LEASE - OIL AND GAS	MARTHA KITZMILLER	STANOLIND OIL AND GAS COMPANY	3/23/1944	11	302	32S	40W	33	32S40W33	SECTION 33: SW/4 32S-40W	MORTON	2
30129000	LEASE - OIL AND GAS	MYRTLE RAU BOGART	R. L. SMITH	8/6/1943	11	84	32S	40W	33	32S40W33	SECTION 33: E/2 SE/4, E/2 NE/4 32S-40W	MORTON	2
30128000	LEASE - OIL AND GAS	L. C. JONES, ET UX	JOE E. DENHAM	7/19/1943	10	249	32S	40W	33	32S40W33	SECTION 33: W/2 SE/4, W/2 NE/4, E/2 NW/4 32S-40W	MORTON	2
83066000	LEASE - OIL AND GAS	J. T. RIFFIE, ET UX	JOE E. DENHAM	3/23/1944	11	309	32S	40W	33	32S40W33	SECTION 33: W/2 NW/4 32S-40W	MORTON	2

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83070000	LEASE - OIL AND GAS	GEORGE BLUCHER	JOE E. DENHAM	10/18/1941	8	586	32S	40W	34	32S40W34	SECTION 34: NE/4, E/2 SW/4, W/2 SE/4, SE/4 SW/4, SW/4 SW/4	MORTON	2
83069000	LEASE - OIL AND GAS	GEORGE DREW ET UX	JOE E. DENHAM	6/25/1942	9	314	32S	40W	34	32S40W34	SECTION 32: NW/4 SW/4	MORTON	2
83068000	LEASE - OIL AND GAS	C. H. DREW ET UX	JOE E. DENHAM	6/25/1942	9	312	32S	40W	34	32S40W34	SECTION 32: NW/4	MORTON	2
17836000	LEASE - OIL AND GAS	KSGLO 0 09958	ROSE M SIMPSON	12/1/1944	14	402	32S	40W	34	32S40W34	T-32-S, R-40-W, 6th P.M. Section 34: NE/4 SE/4	MORTON	37
30131000	LEASE - OIL AND GAS	E. V. BAKER ET UX	JOE E. DENHAM	4/10/1942	9	256	32S	40W	35	32S40W35	SECTION 35: SE/4 NE/4, W/2 SE/4, NE/4 SE/4	MORTON	2
30130000	LEASE - OIL AND GAS	FARM MORTGAGE CORP W 056782	JOE E. DENHAM	10/16/1941	9	159	32S	40W	35	32S40W35	SECTION 35: SW/4 NW/4, N/2 NW/4, NW/4 SW/4	MORTON	2
83222000	LEASE - OIL AND GAS	OLA MAY VICKERS	PANHANDLE EASTERN PIPE LINE COMPANY	5/9/1953	17	521	32S	41W	11	32S41W11	SECTION 11: SW/4	MORTON	1
6367000	LEASE - OIL AND GAS	PATRICIA WHITE ET VIR	STANOLIND OIL AND GAS COMPANY	1/6/1957	19	585	32S	41W	11	32S41W11	SECTION 11: SE/4	MORTON	1
6368000	LEASE - OIL AND GAS	KENNETH B. SATTERLEE	PANHANDLE EASTERN PIPE LINE COMPANY	1/29/1957	19	622	32S	41W	11	32S41W11	SECTION 11: SE/4	MORTON	1
6366000	LEASE - OIL AND GAS	ESTHER SOUDERS ET VIR	STANOLIND OIL AND GAS COMPANY	1/9/1957	19	586	32S	41W	11	32S41W11	SECTION 11: SE/4	MORTON	1
63635000	LEASE - OIL AND GAS	ELDORA R. MIDDLESWART ET AL	STANOLIND OIL AND GAS COMPANY	1/9/1957	19	584	32S	41W	11	32S41W11	SECTION 11: SE/4	MORTON	1
N/A	LEASE - OIL AND GAS	METHODIST EPISCOPAL CHURCH	STANOLIND OIL AND GAS COMPANY	1/15/1957	19	575	32S	41W	11	32S41W11	SECTION 11: NE/4	MORTON	1

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63493000	LEASE - OIL AND GAS	GUY E. SPEAR, ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	11/6/1951	16	291	32S	41W	14	32S41W14	SECTION 14: NW/4 SW/4	MORTON	1
82944000	LEASE - OIL AND GAS	FEDERAL LAND BANK OF WICHITA	PANHANDLE EASTERN PIPE LINE COMPANY	3/6/1953	17	351	32S	41W	14	32S41W14	SECTION 14: NW/4	MORTON	1
82943000	LEASE - OIL AND GAS	CLARA MURPHY ET AL	PANHANDLE EASTERN PIPE LINE COMPANY	10/26/1951	16	239	32S	41W	14	32S41W14	SECTION 14: NW/4	MORTON	1
63286000	LEASE - OIL AND GAS	THE KANSAS UNIVERSITY ENDOWMENT ASSOCIATION	PANHANDLE EASTERN PIPE LINE COMPANY	10/3/1951	16	11	32S	41W	23	32S41W23	SECTION 23: NW/4	MORTON	1
82928000	LEASE - OIL AND GAS	A. C. BOWKER	PANHANDLE EASTERN PIPE LINE COMPANY	1/9/1953	17	205	32S	41W	26	32S41W26	SECTION 26: ALL	MORTON	1
82933000	LEASE - OIL AND GAS	COURTLAND DEAN ET AL	PANHANDLE EASTERN PIPE LINE COMPANY	7/19/1959	20	321	32S	41W	3	32S41W3	SECTION 3: LOTS 1 AND 2 AND THE S/2 NE/4	MORTON	1
82939000	LEASE - OIL AND GAS	MARTIN RUSSELL JOHNS ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	11/6/1951	16	229	32S	41W	3	32S41W3	SECTION 3: S/2	MORTON	1
82933000	LEASE - OIL AND GAS	COURTLAND DEAN ET AL	PANHANDLE EASTERN PIPE LINE COMPANY	7/19/1959	20	321	32S	41W	3	32S41W3	SECTION 3: SW/4 NE/4	MORTON	1
82929000	LEASE - OIL AND GAS	A. C. BOWKER	PANHANDLE EASTERN PIPE LINE COMPANY	1/9/1953	17	207	32S	41W	35	32S41W35	SECTION 35: E/2 NW/4, W/2 NW/4, SE/4, NE/4	MORTON	1
82971000	LEASE - OIL AND GAS	JESS DAVIDSON, ST AL	A. C. MOORHEAD	4/15/1943	9	344	33S	39W	18	33S39W18	SECTION 18: NW/4	MORTON	2
82971000	LEASE - OIL AND GAS	JESS DAVIDSON, ST AL	A. C. MOORHEAD	4/15/1943	9	344	33S	39W	7	33S39W7	SECTION 7: SW/4	MORTON	2
N/A	LEASE - OIL AND GAS	G. L. HAYWARD ET UX	REPUBLIC NATURAL GAS COMPANY	4/27/1943	9	338	33S	39W	9	33S39W9	SECTION 9: SE/4	MORTON	2

**Exhibit A - Leases
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N/A	LEASE - OIL AND GAS	USA KSNM 67014	MOBIL OIL CORPORATION	12/28/1986	46	512	33S	40W	10		33S-40W SECTION 10: E/2 NE/4	MORTON	2
67227000	LEASE - OIL AND GAS	USA KS KSNM-67650	CITIES SERVICE OIL AND GAS CORPORATION	2/27/1987	42	375	33S	40W	10		T-33-S, R-40-W, 6th PM Section 10: E E SE, NW NE SE	MORTON	37
83274000	LEASE - OIL AND GAS	G L HAYWARD ET UX	PANHANDLE EASTERN PIPELINE CO	4/29/1953	18	15	33S	40W	10		T-33-S, R-40-W, 6th PM Section 10: NW/4 NE/4, NE/4 SW/4 NE/4	MORTON	2
73635000	FEED MINERAL INTEREST	F H Blair	MINERAL INVESTMENT CORPORATION	9/5/1933	OB-8	138	33S	40W	10		T-33-S, R-40-W, 6th PM Section 10: E E SE, NW NE SE	MORTON	2
83351000	LEASE - OIL AND GAS	USA KSNM 67927	MATAGORDA ISLAND EXPLORATION CORPORATION	3/27/1987	42	136	33S	40W	11		SECTION 11: SW/4	MORTON	2
30140000	LEASE - OIL AND GAS	USA KSNM 67015	EASTLAND OIL COMPANY	12/9/1986	42	40	33S	40W	11		33S-40W SECTION 11: W/2 NW/4	MORTON	2
30127000	LEASE - OIL AND GAS	ELGIE WACKER ET VIR	PANHANDLE EASTERN PIPE LINE COMPANY	3/9/1953	18	231	33S	40W	11		33S-40W SECTION 11: E/2 NE/4	MORTON	2
30149000	LEASE - OIL AND GAS	USA KSNM 84091	MISSOURI VALLEY GAS CORPORATION	3/27/1937	8	402	33S	40W	11		33S-40W SECTION 11: W/2 NE/4, E/2 NW/4	MORTON	2

**Exhibit A - Leases
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Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC**

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30150000	LEASE - OIL AND GAS	R. E. BURTON USA KSNM 91778	G. L. HAYWARD	2/17/1930	4	14	33S	40W	11		33S-40W SECTION 11: SE/4	MORTON	2
30151000	LEASE - OIL AND GAS	WILLIAM W. HOFEN ET UX	MISSOURI VALLEY GAS CORPORATION	2/2/1937	8	410	33S	40W	13		33S-40W SECTION 13: NW/4	MORTON	2
83055000	LEASE - OIL AND GAS	PEARL C. FRAZIER ET UX	JOE E. DENHAM	7/20/1943	10	463	33S	40W	17		33S-40W SECTION 17: SE/4 SE/4	MORTON	2
83054000	LEASE - OIL AND GAS	E. W. FRAZIER, ET AL.	JOE E. DENHAM	7/20/1943	10	465	33S	40W	17		33S-40W SECTION 17: NE/4 SE/4	MORTON	2
82935000	LEASE - OIL AND GAS	KATHERINE ROACH JACKSON ET AL.	R. L. SMITH	7/8/1943	10	621	33S	40W	17		33S-40W SECTION 17: NE/4	MORTON	2
83240000	LEASE - OIL AND GAS	USA KSNM 67931	MATAGORDA ISLAND EXPLORATION CORPORATION	4/27/1987	42	285	33S	40W	17		33S-40W SECTION 17: W/2 SE/4, W/2	MORTON	2
30139000	LEASE - OIL AND GAS	USA KSNM 67011	ANADARKO PETROLEUM COMPANY	12/17/1986	41	344	33S	40W	2		33S-40W SECTION 2: SW/4	MORTON	2
30149000	LEASE - OIL AND GAS	USA KSNM 84091	MISSOURI VALLEY GAS CORPORATION	3/27/1937	8	402	33S	40W	2		33S-40W SECTION 2: SE/4	MORTON	2
17836000	LEASE - OIL AND GAS	KSGLO 0 09958	ROSE M SIMPSON	12/1/1944	14	402	33S	40W	2		T-33-S, R-40-W, 6th P.M. Section 2: Lots 3, 4, S/2 NW/4	MORTON	37
30134000	LEASE - OIL AND GAS	E. M. DEAN ET UX	CITTES SERVICE OIL COMPANY	7/17/1947	13	263	33S	40W	3		33S-40W SECTION 3: SW/4 SE/4, SE/4 SW/4	MORTON	2

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30144000	LEASE - OIL AND GAS	USA KS NM 67923	MATAGORDA ISLAND EXPLORATION CORPORATION	4/27/1987	42	273	33S	40W	6	33S40W6	SECTION 6: LOTS 3, 4, 5, SE/4 NW/4 (A/K/A NW/4)	MORTON	2
30132000	LEASE - OIL AND GAS	H. C. BOWKER	JOE E. DENHAM	7/4/1943	10	293	33S	40W	6	33S40W6	SECTION 6: SW/4	MORTON	2
30133000	LEASE - OIL AND GAS	JOHN W. SNYDER ET UX	JOE E. DENHAM	3/20/1944	11	280	33S	40W	6	33S40W6	SECTION 6: SE/4	MORTON	2
8322000	LEASE - OIL AND GAS	USA KS KSNM-67921	MATAGORDA ISLAND EXPLORATION CORPORATION	3/30/1987	42	130	33S	40W	4	33S40W4	T-33-S, R-40-W, 6th P.M. Section 4: E/2 NW/4, NE/4 SW/4 NW/4, Lot 3, W/2 SW/4 NW/4, SE/4 SW/4 NW/4	MORTON	2
8320000	LEASE - OIL AND GAS	USA KS KSNM-67920	MATAGORDA ISLAND EXPLORATION CORPORATION	3/30/1987	42	112	33S	40W	4	33S40W4	T-33-S, R-40-W, 6th P.M. Section 4: Lots 1, 2, S/2 NE/4, NW/4 SE/4	MORTON	2
8321000	LEASE - OIL AND GAS	USA KSNM 67922	MATAGORDA ISLAND EXPLORATION CORPORATION	3/30/1987	42	118	33S	40W	4	33S40W4	SECTION 4: SW/4	MORTON	2
8321000	LEASE - OIL AND GAS	USA KSNM 67922	MATAGORDA ISLAND EXPLORATION CORPORATION	3/30/1987	42	118	33S	40W	4	33S40W4	SECTION 4: E/2 SE/4	MORTON	2
17836000	LEASE - OIL AND GAS	KSGLO 0 09958	ROSE M SIMPSON	12/1/1944	14	402	33S	40W	3	33S40W3	T-33-S, R-40-W, 6th P.M. Section 3: SE/4 SE/4, SE/4 NE/4	MORTON	37
30147000	LEASE - OIL AND GAS	USA KSNM 67919	MATAGORDA ISLAND EXPLORATION CORPORATION	4/6/1987	42	206	33S	40W	3	33S40W3	SECTION 3: SW/4 SW/4	MORTON	2
30146000	LEASE - OIL AND GAS	USA KSNM 67918	MATAGORDA ISLAND EXPLORATION CORPORATION	4/2/1987	42	214	33S	40W	3	33S40W3	SECTION 3: LOTS 1, 2, 3, 4, SW/4 NE/4, S/2 NW/4, N/2 SW/4	MORTON	2
30135000	LEASE - OIL AND GAS	ROBERT H. CHAMBERS ET UX	CITIES SERVICE OIL COMPANY	7/17/1947	13	264	33S	40W	3	33S40W3	SECTION 3: N/2 SE/4	MORTON	2

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30132000	LEASE - OIL AND GAS	H. C. BOWKER	JOE E. DENHAM	7/14/1943	10	293	33S	40W	6	33S40W6	SECTION 6: SW/4 33S-40W	MORTON	2
30133000	LEASE - OIL AND GAS	JOHN W. SNYDER ET UX	JOE E. DENHAM	3/20/1944	11	280	33S	40W	6	33S40W6	SECTION 6: SE/4 33S-40W	MORTON	2
30143000	LEASE - OIL AND GAS	USA KSNM 67924	MATAGORDA ISLAND EXPLORATION CORPORATION	5/22/1987	42	414	33S	40W	7	33S40W7	SECTION 7: LOTS 1, 2, 3 AND 4, E/2 W/2, E/2 33S-40W	MORTON	2
82945000	LEASE - OIL AND GAS	VIOLET DEAN ET VIR	PANHANDLE EASTERN PIPE LINE COMPANY	1/29/1953	17	227	33S	41W	1	33S41W1	SECTION 1: NE/4 33S-41W	MORTON	1
83435000	LEASE - OIL AND GAS	USA KSNM 77181	MESA OPERATING LTD PARTNERSHIP	5/3/1989	45	238	33S	41W	1	33S41W1	SECTION 1: Lots 3, 4, S/2, S/2 NW/4 33S-41W	MORTON	1
83167000	LEASE - OIL AND GAS	MAY MCADAM	CITIES SERVICE OIL COMPANY	11/17/1947	14	150	33S	41W	10	33S41W10	SECTION 10: SE/4 33S-41W	MORTON	2
83119000	LEASE - OIL AND GAS	JAMIE WHEELER SCHIMPF ET AL	PANHANDLE EASTERN PIPE LINE COMPANY	4/25/1947	13	229	33S	41W	11	33S41W11	SECTION 11: SE/4 33S-41W	MORTON	1
83107000	LEASE - OIL AND GAS	FLORENCE E. WHITE	PANHANDLE EASTERN PIPE LINE COMPANY	7/27/1953	18	72	33S	41W	11	33S41W11	SECTION 11: SW/4 33S-41W	MORTON	1
N/A	LEASE - OIL AND GAS	USA KSNM 77184	MESA OPERATING LTD PARTNERSHIP	5/3/1989	45	241	33S	41W	11	33S41W11	SECTION 11: NE/4 33S-41W	MORTON	1
77214000	TERM MINERAL DEED	C. W. SCHIMPF	ANADARKO PETROLEUM CORPORATION	4/19/1988	5	275	33S	41W	11	33S41W11	SECTION 11: SE/4 33S-41W	MORTON	1

**Exhibit A - Leases
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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
30145000	LEASE - OIL AND GAS	CHEROKEE PITTSBURG COAL MINE	ANADARKO PETROLEUM COMPANY	6/30/1976	24	14	33S	41W	12	33S41W12	SECTION 12: SE/4	MORTON	1
8344000	LEASE - OIL AND GAS	USA KSNM 77185	MESA OPERATING LTD PARTNERSHIP	5/3/1989	45	243	33S	41W	12	33S41W12	SECTION 12: W/2	MORTON	1
83105000	LEASE - OIL AND GAS	ABBIE YOUNG	PANHANDLE EASTERN PIPE LINE COMPANY	12/21/1951	16	325	33S	41W	2	33S41W2	SECTION 2: S/2	MORTON	1
83441000	LEASE - OIL AND GAS	USA KSNM 77191	MESA OPERATING LTD PARTNERSHIP	9/19/1988	45	392	33S	41W	22	33S41W22	SECTION 22: ALL	MORTON	1
83235000	LEASE - OIL AND GAS	KSBLM 0034613	PANHANDLE EASTERN PIPE LINE COMPANY	10/1/1953	18	163	33S	41W	23	33S41W23	SECTION 23: SE/4 SE/4	MORTON	1
83353000	LEASE - OIL AND GAS	USA KS NM 77192	MATAGORDA ISLAND EXPLORATION CORPORATION	4/8/1989	45	163	33S	41W	23	33S41W23	SECTION 23: SW/4, N/2 SE/4, SW/4 SE/4, N/2	MORTON	1
83235000	LEASE - OIL AND GAS	KSBLM 0034613	PANHANDLE EASTERN PIPE LINE COMPANY	10/1/1953	18	163	33S	41W	24	33S41W24	SECTION 24: SE/4 SW/4	MORTON	1
83166000	LEASE - OIL AND GAS	H. C. BOWKER	CITIES SERVICE OIL COMPANY	6/6/1947	13	227	33S	41W	3	33S41W3	SECTION 3: NE/4	MORTON	2
30125000	LEASE - OIL AND GAS	LLOYD G. STONER ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	10/9/1951	16	139	33S	43W	1	33S43W1	SECTION 1: SE/4	MORTON	1
30148000	LEASE - OIL AND GAS	USA KSNM 77203	MATAGORDA ISLAND EXPLORATION CORPORATION	12/1/1988	44	462	33S	43W	12	33S43W12	SECTION 12: SW/4	MORTON	1
83395000	LEASE - OIL AND GAS	USA KSNM 67938	MATAGORDA ISLAND EXPLORATION CORPORATION	5/8/1987	43	7	34S	40W	13	34S40W13	SECTION 13: SW/4	MORTON	2

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83394000	LEASE - OIL AND GAS	USA KSNM 67937	MATAGORDA ISLAND EXPLORATION CORPORATION	6/24/1987	43	1	34S	40W	13	34S40W13	SECTION 13: NW/4 34S-40W	MORTON	2
82955000	LEASE - OIL AND GAS	ALICE HILL	PANHANDLE EASTERN PIPE LINE COMPANY	8/3/1954	18	369	34S	41W	17	34S41W17	SECTION 17: S/2 34S-41W	MORTON	1
82946000	LEASE - OIL AND GAS	JEANNIE M. SMALLWOOD	PANHANDLE EASTERN PIPE LINE COMPANY	12/22/1951	16	313	34S	41W	17	34S41W17	SECTION 17: NE/4 34S-41W	MORTON	1
83261000	LEASE - OIL AND GAS	E. P. LEWIS ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	7/29/1954	18	389	34S	41W	17	34S41W17	SECTION 17: NW/4 34S-41W	MORTON	1
83195000	LEASE - OIL AND GAS	CLARENCE A TURNER ET AL	C. S. MCCLUNG	6/25/1951	15	465	34S	41W	18	34S41W18	SECTION 18: SE/4 34S-41W	MORTON	2
83308000	LEASE - OIL AND GAS	IDA E. TURNER ET AL	STEVENS COUNTY OIL & GAS CO.	8/20/1954	18	394	34S	41W	18	34S41W18	SECTION 18: SW/4 34S-41W	MORTON	1
83263000	LEASE - OIL AND GAS	V. A. CANFIELD ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	6/2/1954	18	359	34S	41W	18	34S41W18	SECTION 18: NW/4 34S-41W	MORTON	1
83260000	LEASE - OIL AND GAS	E. P. LEWIS ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	7/29/1954	18	357	34S	41W	18	34S41W18	SECTION 18: NE/4 34S-41W	MORTON	1
83182000	LEASE - OIL AND GAS	ORREL M. TUCKER ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	3/13/1952	16	533	34S	41W	19	34S41W19	SECTION 19: NE/4 34S-41W	MORTON	2
82961000	LEASE - OIL AND GAS	JOHN J. SLEBTH ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	6/16/1955	18	610	34S	41W	19	34S41W19	SECTION 19: SE/4 34S-41W	MORTON	2

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83376000	LEASE - OIL AND GAS	ARCHIL EUGENE CYR ET AL	PANHANDLE EASTERN PIPE LINE COMPANY	5/5/1955	18	600	34S	41W	19	34S41W19	SECTION 19: SW/4	MORTON	2
83308000	LEASE - OIL AND GAS	IDA E. TURNER ET AL	STEVENS COUNTY OIL & GAS CO.	8/20/1954	18	394	34S	41W	19	34S41W19	SECTION 19: NW/4	MORTON	1
83183000	LEASE - OIL AND GAS	ARCHIL EUGENE CYR ET AL	PANHANDLE EASTERN PIPE LINE COMPANY	5/25/1955	18	603	34S	41W	30	34S41W30	SECTION 30: W/2	MORTON	2
83406000	LEASE - OIL AND GAS	USA KSNM 67952	MATAGORDA ISLAND EXPLORATION CORPORATION	4/23/1987	42	254	34S	41W	7	34S41W7	SECTION 7: LOTS 1 AND 2	MORTON	1
83314000	LEASE - OIL AND GAS	USA KSNM 67027	ANADARKO PETROLEUM COMPANY	1/4/1986	41	32S	34S	41W	7	34S41W7	SECTION 7: SE/4	MORTON	1
83313000	LEASE - OIL AND GAS	USA KSNM 67025	ANADARKO PETROLEUM COMPANY	11/4/1986	41	311	34S	41W	7	34S41W7	SECTION 7: E/2 NW/4	MORTON	1
83262000	LEASE - OIL AND GAS	V. A. CANFIELD ET UX	PANHANDLE EASTERN PIPE LINE COMPANY	6/2/1954	18	360	34S	41W	7	34S41W7	SECTION 7: SW/4	MORTON	1
83407000	LEASE - OIL AND GAS	USA KSNM 67670	MATAGORDA ISLAND EXPLORATION CORPORATION	12/29/1986	42	53	34S	41W	8	34S41W8	SECTION 8: SW/4	MORTON	1
83334000	LEASE - OIL AND GAS	USA KSNM 68743	MATAGORDA ISLAND EXPLORATION CORPORATION	7/2/1987	43	178	34S	43W	20	34S43W20	SECTION 20: SE/4 SW/4	MORTON	1
83333000	LEASE - OIL AND GAS	USA KSNM 68742	MATAGORDA ISLAND EXPLORATION CORPORATION	8/19/1987	43	170	34S	43W	20	34S43W20	SECTION 20: N/2 S/2, NE/4 NE/4, S/2 NE/4, SE/4 NW/4, SW/4 SW/4	MORTON	1
300123000	LEASE - OIL AND GAS	JESSIE SCOTT WIKER ET VIR	PANHANDLE EASTERN PIPE LINE COMPANY	11/29/1951	16	275	34S	43W	32	34S43W32	SECTION 32: NW/4, SW/4, W/2 SE/4, AND NE/4	MORTON	1

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FOOTNOTES

1			INSOFAR AND ONLY INSOFAR AS SAID CONTRACT COVERS RIGHTS BELOW THE BASE OF THE MISSOURIAN FORMATION AS DEFINED BY THE BASE OF THE PLEASANTON SHALE WHICH OCCURS AT 4240 FT ON THE KANSAS GEOLOGICAL SOCIETY TYPE LOG FOR MORTON COUNTY, KS 1966 (PANHANDLE EASTERN PIPELINE COMPANY GOING NO. 2 SEC 35 32S-41W).										
2			INSOFAR AND ONLY INSOFAR AS SAID CONTRACT COVERS THE RIGHTS BELOW THE TOP OF THE WABAUSEE GROUP WHICH OCCURS AT 3,352 FT ON THE AVALON 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, OKLAHOMA										

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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-21E0CM, BEAVER COUNTY, OKLAHOMA									
6				FOOTNOTE #6- SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE LITTLE WELL (API #3500722976) LOCATED IN SECTION 21-3N-22E0CM, BEAVER COUNTY, OKLAHOMA									
7				FOOTNOTE #7- SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE PETERS A1 WELL (API #3500721643) LOCATED IN SECTION 10-5N-20E0CM, BEAVER COUNTY, OKLAHOMA									
8				FOOTNOTE #8- FORCE POOLED INTEREST ONLY									
9				FOOTNOTE #9- SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE JOHNSON C1 WELL (API #3500724330) LOCATED IN SECTION 23-5N-21E0CM, BEAVER COUNTY, OKLAHOMA									

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15													
											LESS AND EXCEPT THE GUTTRIDGE F3 WELL AND THE ETZOLD 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		
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 A/C 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		

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20													
		LESS AND EXCEPT THE GUTTRIDGE 2B WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS											
21													
		LESS AND EXCEPT THE LENIHAN 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											

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26											SAD LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE BOARDIN B WELL (API #3513922569) LOCATED IN SECTION 16-6N-10E6M, TEXAS COUNTY, OKLAHOMA		
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-12E6M, TEXAS COUNTY, OKLAHOMA		
28											INsofar AS AND ONLY INsofar AS SAID CONTRACT COVERS RIGHTS BELOW THE BASE OF THE CHASE GROUP, WHICH OCCURS AT 2680 FT. IN THE CROSS TIMBERS OPERATING CO. FARRANT #2-22 (API #3513922839) IN SECTION 22-6N-17E6M, 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-12E6M, 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-14E6M, TEXAS COUNTY, OKLAHOMA		

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31											WELL (API #351392112) LOCATED IN SECTION 9-4N-14E04, TEXAS COUNTY, OKLAHOMA SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE BONNER A		
32											H WELL (API #351393052) LOCATED IN SECTION 7-4N-14E04, TEXAS COUNTY, OKLAHOMA SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE INTERSTATE		
33											FORCE POOLED INTEREST ONLY		
34											WELL (API #3513924107) LOCATED IN SECTION 1-3N-12E04, TEXAS COUNTY, OKLAHOMA SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE RICH A #2		
35											#1 WELL (API #3513924125) LOCATED IN SECTION 13-4N-12E04, TEXAS COUNTY, OKLAHOMA SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE SHAFFER M		

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37													

Said lease excludes all right, title and interest to, and rights to produce from or through, the Clawson A #1 well (API #3513921119) and the Reust B-1 well (API #3513922729) located in section 5-3N-14E-10M, Texas County, Oklahoma

INSOFAR AND ONLY INSOFAR AS THE LEASE OR AGREEMENT IS INCLUDED WITHIN THE STRIPUP ENHANCED RECOVERY UNIT, FORMED AND GOVERNED BY THAT CERTAIN UNIT AGREEMENT AND PLAN OF UNITIZATION FOR THE DEVELOPMENT AND OPERATION OF THE STRIPUP ENHANCED RECOVERY UNIT, COUNTY OF MORTON, STATE OF KANSAS, ENTERED INTO AS OF THE 31ST DATE OF JANUARY, 2003. THE UNITIZED INTERVAL FOR THE STRIPUP 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 NE¼ NW¼, 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 LATERALOG DATED DECEMBER 1, 1992. ASSIGNOR IS RETAINING ALL NON-UNITIZED AGREEMENTS, WELLS AND INTERVALS INSOFAR AS THE DEPTHS FROM THE SURFACE TO THE TOP OF THE UNITIZED INTERVAL.

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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 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 L.P., ET AL, AS SELLER, AND MERTT 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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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 PanHugton 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
1512921584	KINSLER	ANDARKO B-2 (L MORROW)	A	APCELKGN	1.000000	0.822070	1.000000	KS	MORTON	16	32S	39W		LOWER MORROW	MERIT ENERGY COMPANY LLC
1512921592	KINSLER	ANDARKO B-3 (L MORROW)	A	APCELKGN	1.000000	0.822070	1.000000	KS	MORTON	16	32S	39W		LOWER MORROW	MERIT ENERGY COMPANY LLC
1512920388	DUNKLEBERGER	BARBER A-1 (MORROW)	A	APCELKGN	1.000000	0.822070	1.000000	KS	MORTON	23	33S	41W		UPPER MORROW	MERIT ENERGY COMPANY LLC
1512920606	BERYMAN	BARBER B-1-22	A	APCELKGN	1.000000	0.851000	1.000000	KS	MORTON	22	33S	41W		UPPER MORROW	MERIT ENERGY COMPANY LLC
1512921276	CARMARON VALLEY	CALAHAN A-1	A	APCELKGN	1.000000	0.857000	1.000000	KS	MORTON	14	30S	34W		LANSING	MERIT ENERGY COMPANY LLC
1512920253	DUNKLEBERGER	DUNKLE A-2	A	APCELKGN	1.000000	0.857000	1.000000	KS	MORTON	1	33S	41W		CHEROKEE	MERIT ENERGY COMPANY LLC
1512921448	DUNKLEBERGER	GLENN 1-21A	RCHFIELD	APCELKGN	0.500000	0.437500	0.500000	KS	MORTON	14	32S	41W		MORROW	PIONEER OIL COMPANY INC
1512910142	RCHFIELD	GOING 1-26	A	APCELKGN	1.000000	0.850000	1.000000	KS	MORTON	26	32S	41W		UPPER MORROW	MERIT ENERGY COMPANY LLC
1512910143	RCHFIELD	GOING 1-35	A	APCELKGN	1.000000	0.850000	1.000000	KS	MORTON	35	32S	41W		MORROW	MERIT ENERGY COMPANY LLC
1512921483	DUNKLEBERGER	GOING A-5 (L TAMONT)	A	APCELKGN	1.000000	0.750000	1.000000	KS	MORTON	26	32S	41W		CHEROKEE	MERIT ENERGY COMPANY LLC
1512921503	DUNKLEBERGER	GOING A-6 (MARMATON)	A	APCELKGN	1.000000	0.750000	1.000000	KS	MORTON	26	32S	41W		MARMATON	MERIT ENERGY COMPANY LLC
1512921517	DUNKLEBERGER	GOING A-7 (PAMNET)	A	APCELKGN	1.000000	0.750000	1.000000	KS	MORTON	26	32S	41W		MARMATON	MERIT ENERGY COMPANY LLC
1512920225	RCHFIELD	GOING B-1 (TOPEKA)	A	APCELKGN	1.000000	0.875000	1.000000	KS	MORTON	35	32S	41W		TOPEKA	MERIT ENERGY COMPANY LLC
1512921457	DUNKLEBERGER	GOING B-4	A	APCELKGN	1.000000	0.875000	1.000000	KS	MORTON	35	32S	41W		TOPEKA	MERIT ENERGY COMPANY LLC
1512920448	TALOGA	GREGG D-1	A	APCELKGN	1.000000	0.875000	1.000000	KS	MORTON	7	34S	41W		CHEROKEE	MERIT ENERGY COMPANY LLC
1512921513	TALOGA	HILL B-2 (CHEROKEE)	A	APCELKGN	1.000000	0.875000	1.000000	KS	MORTON	17	34S	41W		CHEROKEE	MERIT ENERGY COMPANY LLC
1512921633	CARMARON VALLEY	HIVMANGELS A-1 (L MORROW)	A	APCELKGN	1.000000	0.784875	1.000000	KS	MORTON	4	33S	39W		MORROW	MERIT ENERGY COMPANY LLC
1512920205	RCHFIELD	JOHNS 1-3	A	HUGMID	0.000000	0.082030	0.000000	KS	MORTON	3	34S	41W		MORROW	EXTREME ENERGY CO
1512920353	TALOGA	LEWIS, LP B-1	A	APCELKGN	0.986909	0.863546	0.986909	KS	MORTON	18	34S	41W		CHEROKEE	MERIT ENERGY COMPANY LLC
1512940012	CARMARON VALLEY	LOW C-2 (L MORROW)	A	APCELKGN	1.000000	0.875000	1.000000	KS	MORTON	17	33S	40W		LOWER MORROW	MERIT ENERGY COMPANY LLC
1512920322	RCHFIELD	LOW H-1	A	APCELKGN	1.000000	0.875000	1.000000	KS	MORTON	4	33S	40W		LOWER MORROW	MERIT ENERGY COMPANY LLC
1512910126	RCHFIELD	MURPHY C-1	A	APCELKGN	1.000000	0.875000	1.000000	KS	MORTON	14	32S	41W		MORROW G	MERIT ENERGY COMPANY LLC
1512921635	RCHFIELD	MURPHY C-2	A	APCELKGN	1.000000	0.875000	1.000000	KS	MORTON	11	32S	41W		SE	MERIT ENERGY COMPANY LLC
1512921226	RCHFIELD	MURPHY C-3	A	APCELKGN	1.000000	0.875000	1.000000	KS	MORTON	11	32S	41W		SW	MERIT ENERGY COMPANY LLC
1512921541	DUNKLEBERGER	NETZ AF C-2A (L MORROW)	A	APCELKGN	1.000000	0.875000	1.000000	KS	MORTON	1	33S	41W		LOWER MORROW	MERIT ENERGY COMPANY LLC
1512921194	STIRREP	STIRREP Unit 11-1	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	3	33S	40W		SE SW SE	MERIT ENERGY COMPANY LLC
1512921119	CARMARON VALLEY	STIRREP Unit 14-5	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	4	33S	40W		CSE NE	MERIT ENERGY COMPANY LLC
1512921701	STIRREP	STIRREP Unit 19-1	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	34	32S	40W		NE SW SW	MERIT ENERGY COMPANY LLC
1512921695	STIRREP	STIRREP Unit 9-1	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	3	33S	40W		NW NE NW	MERIT ENERGY COMPANY LLC
1512921117	STIRREP	STIRREP Unit 9-8	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	3	33S	40W		NW NE SW	MERIT ENERGY COMPANY LLC
1512921722	STIRREP	STIRREP Unit 10-1 F002	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	3	33S	40W		NE SE SW	MERIT ENERGY COMPANY LLC
1512921033	STIRREP	STIRREP Unit 10-2	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	3	33S	40W		EP SW SE	MERIT ENERGY COMPANY LLC
1512921697	STIRREP	STIRREP Unit 11-2	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	3	33S	40W		SE SE SE	MERIT ENERGY COMPANY LLC
1512920949	STIRREP	STIRREP Unit 12-1	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	2	33S	40W		S2 N2 SW	MERIT ENERGY COMPANY LLC
1512921444	STIRREP	STIRREP Unit 12-2	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	2	33S	40W		C SW SW	MERIT ENERGY COMPANY LLC
1512921699	CARMARON VALLEY	STIRREP Unit 13-1	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	4	33S	40W		NE NE NW	MERIT ENERGY COMPANY LLC
1512921700	STIRREP	STIRREP Unit 14-1	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	4	33S	40W		NE NE NE	MERIT ENERGY COMPANY LLC
1512921768	STIRREP	STIRREP Unit 14-2	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	4	33S	40W		SE NE NE	MERIT ENERGY COMPANY LLC
1512921000	CARMARON VALLEY	STIRREP Unit 14-3	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	4	33S	40W		SE NW NE	MERIT ENERGY COMPANY LLC
1512921698	CARMARON VALLEY	STIRREP Unit 14-4	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	4	33S	40W		SE NW NE	MERIT ENERGY COMPANY LLC
1512921116	STIRREP	STIRREP Unit 15-1	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	2	33S	40W		W2 NE NW	MERIT ENERGY COMPANY LLC
1512920748	CARMARON VALLEY	STIRREP Unit 16-1	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	33	32S	40W		C SW SW	MERIT ENERGY COMPANY LLC
1512921076	CARMARON VALLEY	STIRREP Unit 17-1	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	33	32S	40W		C SW SE	MERIT ENERGY COMPANY LLC
1512921082	KINSLER	STIRREP Unit 18-1	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	33	32S	40W		N2 SE SE	MERIT ENERGY COMPANY LLC
1512920883	STIRREP	STIRREP Unit 19-2	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	34	32S	40W		N2 SW SE	MERIT ENERGY COMPANY LLC
1512921411	STIRREP	STIRREP Unit 21 F002	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	11	33S	40W		C NW SW	MERIT ENERGY COMPANY LLC
1512921280	STIRREP	STIRREP Unit 22-1	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	34	32S	40W		S2 SW SW	MERIT ENERGY COMPANY LLC
1512921086	STIRREP	STIRREP Unit 4-1	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	10	33S	40W		NE NE NE	MERIT ENERGY COMPANY LLC
1512921721	STIRREP	STIRREP Unit 4-2	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	10	33S	40W		SE NE SE	MERIT ENERGY COMPANY LLC
1512921108	STIRREP	STIRREP Unit 5-1	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	11	33S	40W		N2 SW NW	MERIT ENERGY COMPANY LLC
1512921694	STIRREP	STIRREP Unit 5-3	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	11	33S	40W		SE SW NW	MERIT ENERGY COMPANY LLC
1512921148	STIRREP	STIRREP Unit 6-1	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	11	33S	40W		W2 NE NW	MERIT ENERGY COMPANY LLC
1512921167	STIRREP	STIRREP Unit 9-2	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	3	33S	40W		SE NW NW	MERIT ENERGY COMPANY LLC
1512921696	STIRREP	STIRREP Unit 9-3	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	3	33S	40W		NE SE NW	MERIT ENERGY COMPANY LLC
1512920931	STIRREP	STIRREP Unit 9-4	A	STIRREP	0.9350186	0.80297399	0.9350186	KS	MORTON	3	33S	40W		NE	MERIT ENERGY COMPANY LLC

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
151292118	STIRUP	Stirrup Unit-9-5	A	STIRUP	0.9350186	SAME	SAME	KS	Morton	3	33S	40W			MERIT ENERGY COMPANY LLC
1512921704	STIRUP	Stirrup Unit-9-6	A	STIRUP	0.9350186	0.80297399	SAME	KS	Morton	3	33S	40W	SE SE NW		MERIT ENERGY COMPANY LLC
1512921767	STIRUP	Stirrup Unit-9-7	A	STIRUP	0.9350186	0.80297399	SAME	KS	Morton	3	33S	40W	SW NW SW		MERIT ENERGY COMPANY LLC
1512921526	DUNKLEBERGER	THURLOW A-2 (L MORROW)	A	APCEL KGN	1.000000	0.875000	SAME	KS	MORTON	2	33S	41W			MERIT ENERGY COMPANY LLC
1512921514	TALOGA	TURNER D-2	A	APCEL KGN	0.986909	0.863545	SAME	KS	MORTON	19	34S	41W		NW	MERIT ENERGY COMPANY LLC
1512921547	BERRYMAN	USA BAKER A-3 (U MORROW)	A	APCEL KGN	1.000000	0.872070	SAME	KS	MORTON	23	33S	41W			MERIT ENERGY COMPANY LLC
1512921657	BERRYMAN	USA BAKER D-1	A	APCEL KGN	1.000000	0.890625	SAME	KS	MORTON	11	33S	41W		NE	MERIT ENERGY COMPANY LLC
1512921557	DUNKLEBERGER	USADUNKLE A-3 (WABANAUSEE)	A	APCEL KGN	1.000000	0.857000	SAME	KS	MORTON	1	33S	41W			MERIT ENERGY COMPANY LLC
														WABANAUSEE	MERIT ENERGY COMPANY LLC
														TOPEKA	MERIT ENERGY COMPANY LLC
															MERIT ENERGY COMPANY LLC
														UPPER MORROW	MERIT ENERGY COMPANY LLC
														CHEROKEE	MERIT ENERGY COMPANY LLC
														LOWER MORROW	MERIT ENERGY COMPANY LLC