

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: _____

Title: _____

Signature: _____

Oil / Gas Purchaser: _____

Date: _____

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 GRANT

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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]

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

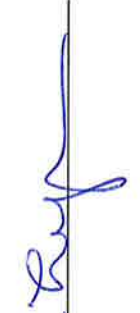
By: Merit Management Partners GP, LLC, its general partner

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

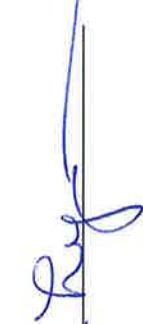
By: Merit Management Partners GP, LLC, its general partner

By: 
Name: Kathryn Lyles
Title: Assistant Secretary

MERIT ENERGY PARTNERS I, L.P.

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

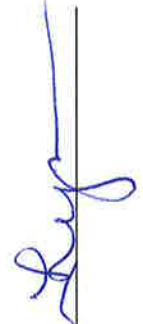
By: Merit Management Group I GP, LLC, its general partner

By: 
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: 
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.



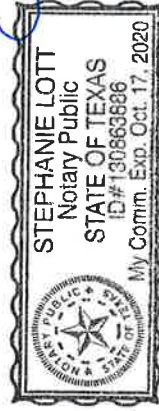

Notary Public

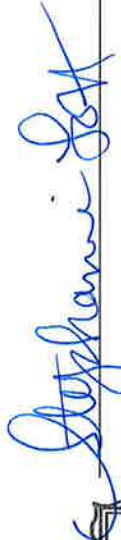
My Commission Expires: _____

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

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concateinate	Legal Description	County	Footnote
30014000	LEASE - OIL AND GAS	G. D. BLACKWELDER AND ELLA C. BLACKWELDER, HIS WIFE	ALDEN W. FOSTER	7/7/1934	3	156	29S	35W	13	29S35W13	SECTION 13: SW/4 29S-35W	GRANT	2
30014000	LEASE - OIL AND GAS	G. D. BLACKWELDER AND ELLA C. BLACKWELDER, HIS WIFE	ALDEN W. FOSTER	7/7/1934	3	156	29S	35W	23	29S35W23	SECTION 23: NE/4 29S-35W	GRANT	2
30014000	LEASE - OIL AND GAS	G. D. BLACKWELDER AND ELLA C. BLACKWELDER, HIS WIFE	ALDEN W. FOSTER	7/7/1934	3	156	29S	35W	24	29S35W24	SECTION 24: NW/4 29S-35W	GRANT	2
30015000	LEASE - OIL AND GAS	G. D. BLACKWELDER AND ELLA C. BLACKWELDER, HIS WIFE	ALDEN W. FOSTER	7/7/1934	3	155	29S	35W	24	29S35W24	SECTION 24: NE/4, S/2 29S-35W	GRANT	2
30016000	LEASE - OIL AND GAS	E. O. STUART (BEING THE SAME PERSON AS EDWIN O. STUART) AND EVA A. SUTART, HIS WIFE	ALDEN W. FOSTER	7/6/1934	3	161	29S	35W	28	29S35W28	SECTION 2: E/2 SE/4 29S-35W	GRANT	2
30008000	LEASE - OIL AND GAS	EVA A. STUART	THE DERBY OIL COMPANY	9/19/1939	4	383	29S	35W	33	29S35W33	SECTION 33: E/2 NE/4 29S-35W	GRANT	2

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30023000 67286000	LEASE - OIL AND GAS	CARRIE M. LOWE, A WIDOW	UNITED PRODUCING COMPANY, INC	9/1/1937	4	203	29S	35W	35	29S35W35	SECTION 35: N/2, SE/4 29S-35W	GRANT	2
30017000	LEASE - OIL AND GAS	E. A. NICESWANDER AND ANNA M. NICESWANDER, HUSBAND AND WIFE	ALDEN W. FOSTER	7/6/1934	3	162	29S	35W	35	29S35W35	SECTION 35: SW/4 29S-35W	GRANT	2
3007000	LEASE - OIL AND GAS	W. C. CLYMER AND EFFIE B. CLYMER, HIS WIFE	ADEN W. FOSTER	7/10/1934	6	167	30S	35W	1	30S35W1	SECTION 1: SE/4 30S-35W	GRANT	2
3000000	LEASE - OIL AND GAS	J.P. REED, ET UX	ALDEN W. FOSTER	7/11/1934	3	157	30S	35W	1	30S35W1	SECTION 1: W/2 30S-35W	GRANT	2
30018000	LEASE - OIL AND GAS	W. S. LAY AND MYRTLE M. LAY, HIS WIFE	ALDEN W. FOSTER	7/30/1934	3	171	30S	35W	1	30S35W1	SECTION 1: NE/4 30S-35W	GRANT	2

**Exhibit A - Leases
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30003000	LEASE - OIL AND GAS	RAY LIGHTY AND IDA LIGHTY, HUSBAND AND WIFE	ALDEN W. FOSTER	7/6/1934	3	154	30S	35W	11	30S35W11	SECTION 11: SE/4 30S-35W	GRANT	2
30011000 67284000	LEASE - OIL AND GAS	CHARLES E SMITH, A SINGLE MAN, R. P. THOMA AND MRS. R. P. THOMA, HIS WIFE	UNITED PRODUCING COMPANY, INC.	7/12/1937	4	291	30S	35W	11	30S35W11	SECTION 11: SW/4 30S-35W	GRANT	2
30020000	LEASE - OIL AND GAS	WALTER P. HADDICAN ET UX	ALDEN W. FOSTER	7/30/1934	3	168	30S	35W	11	30S35W11	SECTION 11: NE/4 30S-35W	GRANT	2
30019000	LEASE - OIL AND GAS	O. G. TAYLOR AND GEORGIA TAYLOR, HIS WIFE	ALDEN W. FOSTER	7/27/1934	3	178	30S	35W	11	30S35W11	SECTION 11: NW/4 30S-35W	GRANT	2
30004000	LEASE - OIL AND GAS	H. M. TRUESDALE, ET AL.	ALDEN W. FOSTER	8/15/1934	3	182	30S	35W	12	30S35W12	SECTION 12: W/2 30S-35W	GRANT	2

**Exhibit A - Leases
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3007000	LEASE - OIL AND GAS	W. C. CLYMER AND EFFIE B. CLYMER, HIS WIFE	ADEN W. FOSTER	7/10/1934	6	167	30S	35W	12	30S35W12	SECTION 12, NE/4 30S-35W	GRANT	2
30024000	LEASE - OIL AND GAS	CAROLINE ROGERS WALKER, A WIDOW	UNITED PRODUCING COMPANY, INC.	4/15/1937	3	602	30S	35W	12	30S35W12	SECTION 12, SE/4 30S-35W	GRANT	2
N/A	LEASE - OIL AND GAS	O. W. HUTTON AND BESSIE W. HUTTON, HIS WIFE	UNITED PRODUCING COMPANY, INC.	10/16/1937	4	247	30S	35W	14	30S35W14	SECTION 14, NW/4 30S-35W	GRANT	2
3003000	LEASE - OIL AND GAS	RAY LIGHTY AND IDA LIGHTY, HUSBAND AND WIFE	ALDEN W. FOSTER	7/6/1934	3	154	30S	35W	14	30S35W14	SECTION 14, E/2 NW/4, NE/4 30S-35W	GRANT	2
30020000	LEASE - OIL AND GAS	CLYDE M LAWRENCE AND ETHEL M. LAWRENCE, HIS WIFE	UNITED PRODUCING COMPANY, INC.	3/24/1944	7	106	30S	35W	15	30S35W15	SECTION 15, N/2 NE/4 30S-35W	GRANT	2

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

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30001000	LEASE - OIL AND GAS	E. A. NICESWANDER AND ANNA M. NICESWANDER, HUSBAND AND WIFE	ALDEN W. FOSTER	7/6/1934	3	163	30S	35W	2	30S35W2	30S-35W SECTION 2: LOTS 1, 2, 3 & 4; S/2 N/2 (BEING THE ENTIRE NORTH ONE HALF)	GRANT	2
30002000	LEASE - OIL AND GAS	WALTER P. HADDICAN ET UX	ALDEN W. FOSTER	7/30/1934	3	168	30S	35W	2	30S35W2	30S-35W SECTION 2: SE/4	GRANT	2
30019000	LEASE - OIL AND GAS	O. G. TAYLOR AND GEORGIA TAYLOR, HIS WIFE	ALDEN W. FOSTER	7/27/1934	3	178	30S	35W	2	30S35W2	30S-35W SECTION 2: SW/4	GRANT	2
2997000	LEASE - OIL AND GAS	R. G. KLEIN, ET UX	INTERSTATE PRODUCTION COMPANY	9/4/1936	3	469	30S	35W	23	30S35W23	30S-35W SECTION 23: NE/4	GRANT	2
30010000	LEASE - OIL AND GAS	E. H. ELLIOTT AND MYRTLE ELLIOTT, HIS WIFE	NORTHERN NATURAL GAS COMPANY	6/16/1943	7	3	30S	35W	25	30S35W25	30S-35W SECTION 25: SE/4	GRANT	2

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

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30020000	LEASE - OIL AND GAS	CLYDE M LAWRENCE AND ETHEL M LAWRENCE, HIS WIFE	UNITED PRODUCING COMPANY, INC	3/24/1944	7	106	30S	35W	25	30S35W25	SECTION 25: SW/4 30S-35W	GRANT	2
30009000 67282000	LEASE - OIL AND GAS	T. J. WAGNER, JR. AND ANNE WAGNER, HIS WIFE	UNITED PRODUCING COMPANY, INC	10/10/1944	7	199	30S	35W	26	30S35W26	SEC. 26: SE/4 30S-35W	GRANT	2
30025001	LEASE - OIL AND GAS	R. M. SHAW, A WIDOWER	UNITED PRODUCING COMPANY, INC	5/5/1948	10	163	30S	35W	26	30S35W26	SECTION 26: E/2 SW/4, SW/4 SW/4 30S-35W	GRANT	2
30025002	LEASE - OIL AND GAS	EDNA BILBERRY ET AL	UNITED PRODUCING COMPANY, INC	11/8/1947	10	179	30S	35W	26	30S35W26	SECTION 26: E/2 SW/4, SW/4 SW/4 30S-35W	GRANT	2
30025003	LEASE - OIL AND GAS	EDNA BILBERRY, GUARDIAN	UNITED PRODUCING COMPANY, INC	11/8/1947	10	178	30S	35W	26	30S35W26	SECTION 26: E/2 SW/4, SW/4 SW/4 30S-35W	GRANT	2

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

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
30025004	LEASE - OIL AND GAS	DELLA M. ROBINSON, GUARDIAN	UNITED PRODUCING COMPANY, INC.	3/13/1948	10	157	30S	35W	26	30S35W26	SECTION 26: E/2 SW/4, SW/4 SW/4		2
30021000	LEASE - OIL AND GAS	PEARL B. LINSKOTT AND M. R. LINSKOTT, HER HUSBAND	UNITED PRODUCING COMPANY, INC.	3/15/1944	7	140	30S	35W	26	30S35W26	SECTION 26: NW/4 SW/4		2
29999000	LEASE - OIL AND GAS	HUGH HOOPER AND PEARL HOOPER, HIS WIFE	UNITED PRODUCING COMPANY, INC.	6/10/1947	10	75	30S	35W	28	30S35W28	SECTION 28: N/2 NE/4, NW/4 NW/4		2
30012000	LEASE - OIL AND GAS	ALBERT A. GOERING ET AL.	UNITED PRODUCING COMPANY, INC.	9/4/1942	6	134	30S	35W	3	30S35W3	SECTION 3: SW/4		2
30013000	LEASE - OIL AND GAS	H. A. MCCABE, A SINGLE MAN	INTERSTATE PRODUCTION COMPANY	9/1/1936	3	489	30S	35W	3	30S35W3	SECTION 3: LOTS 1, 2, 3, AND 4, S/2 NE/4, S/2 NW/4		2

FOOTNOTES

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

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
1													
2													
3													
4													

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).

INSOFAR AND ONLY INSOFAR AS SAID CONTRACT COVERS THE RIGHTS BELOW THE TOP OF THE WABAUSSER GROUP WHICH OCCURS AT 3,352 FT ON THE AVALON ENERGY CULISON #3 7 (API 15 189 2185) 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)

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

FOOTNOTE #4- SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE FRANZ 1-9 WBL (API #3500722103) LOCATED IN SECTION 9-5N-21ECM, BEAVER COUNTY, OKLAHOMA

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

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
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-21E3CM, BEAVER COUNTY, OKLAHOMA		
6											FOOTNOTE #6- SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE LILLIE WELL (API #3500722976) LOCATED IN SECTION 21-3N-22E3CM, 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-20E3CM, 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-21E3CM, BEAVER COUNTY, OKLAHOMA		

**Exhibit A - Leases
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10													
11													
12													
13													
14													

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

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
15													
											LESS AND EXCEPT THE GUTTRIDGE F3 WELL AND THE ETZOLD UNIT SOUTH 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 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		

**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	Concise	Legal Description	County	Footnote
20											LESS AND EXCEPT THE GUTTRIDGE 2B WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS		
21											LESS AND EXCEPT THE LENEHAN A-1 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS		
22											LESS AND EXCEPT THE MAYBERRY B-1 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 264, PAGE 559 OF THE RECORDS OF STEVENS COUNTY, KANSAS		
23											LESS AND EXCEPT THE NORDIKE 1 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 264, PAGE 559 OF THE RECORDS OF STEVENS COUNTY, KANSAS		
24											LESS AND EXCEPT THE BANE 1-H WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 264, PAGE 559 OF THE RECORDS OF STEVENS COUNTY, KANSAS		
25											LESS AND EXCEPT THE MOORHEAD D-1 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 264, PAGE 559 OF THE RECORDS OF STEVENS COUNTY, KANSAS		

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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
26											SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE BOALDIN B WELL (API #3513922569) LOCATED IN SECTION 16-6N-10E2CM, TEXAS COUNTY, OKLAHOMA		
27											SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE OKLAHOMA STATE 1 2 WELL (API #3513921276) LOCATED IN SECTION 36-6N-12E2CM, TEXAS COUNTY, OKLAHOMA		
28											INSOFAR AS AND ONLY INSOFAR AS SAID CONTRACT COVERS RIGHTS BELOW THE BASE OF THE CHASE GROUP, WHICH OCCURS AT 2680 FT. IN THE CROSS TIMBERS OPERATING CO. TARRANT #2-22 (API #3513922839) IN SECTION 22-6N-17E2CM, TEXAS COUNTY, OKLAHOMA		
29											SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE OGLE 1 WELL (API #3513935676) LOCATED IN SECTION 11-5N-12E2CM, TEXAS COUNTY, OKLAHOMA		
30											SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE SHIELDS WELL (API #351321555) LOCATED IN SECTION 5-4N-14E2CM, TEXAS COUNTY, OKLAHOMA		

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

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
31													
		SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE BONNER A WELL (API #3513921121) LOCATED IN SECTION 9-4N-14E01, TEXAS COUNTY, OKLAHOMA											
32													
		SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE INTERSTATE H WELL (API #3513930052) LOCATED IN SECTION 7-4N-14E01, TEXAS COUNTY, OKLAHOMA											
33													
		FORCE POOLED INTEREST ONLY											
34													
		SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE RICH A #2 WELL (API #3513924107) LOCATED IN SECTION 1-3N-12E01, TEXAS COUNTY, OKLAHOMA											
35													
		SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE SHAFER M #1 WELL (API #3513924125) LOCATED IN SECTION 13-4N-12E01, TEXAS COUNTY, OKLAHOMA											

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37													

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

INSOFAR AND ONLY INSOFAR AS THE LEASE OR AGREEMENT IS INCLUDED WITHIN THE STRURUP ENHANCED RECOVERY UNIT, FORMED AND GOVERNED BY THAT CERTAIN UNIT AGREEMENT AND PLAN OF UNITIZATION FOR THE DEVELOPMENT AND OPERATION OF THE STRURUP ENHANCED RECOVERY UNIT, COUNTY OF MORTON, STATE OF KANSAS, ENTERED INTO AS OF THE 31ST DATE OF JANUARY, 2003. THE UNITIZED INTERVAL FOR THE STRURUP ENHANCED RECOVERY UNIT IS THE UPPER MORROW FORMATION AS IDENTIFIED BY THE LOG RUN IN THE ANADARKO PETROLEUM CORPORATION USA AC NO. 1 WELL, LOCATED IN THE NE/4 NW/4, OF SECTION 11, TOWNSHIP 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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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 CUNL, 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 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 IN THE FOLLOWING DEED OF CONVEYANCE AND ASSIGNMENT AND BILL OF SALE FROM OXY USA WTP LP, ET AL, AS SELLER, AND MERIT HUGOTON, L.P., AS BUYER, RECORDED IN SEPARATE DOCUMENTS IN BOOK 260 AT PAGE 346, BOOK 261, AT PAGE 153, BOOK 270 AT PAGE 672, KEARNY COUNTY, KANSAS

Exhibit A-1 - Wells and Units

to Assignment, Conveyance and Bill to Sale between

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

API	FIELD	WELL NAME	ACCT_CODE	WI BPO	NRI BPO	WI APO	NRI APO	ST	COUNTY	SEC	TWP	RNG	QTR	RESERVOIR	OPERATOR
1506721484	RVUS EAST	HJV AHERN A-1	A	APCULYES	1.000000	0.929688	0.929688	KS	GRANT	3	30S	35W	NE	MARMATON	MERIT ENERGY COMPANY LLC
1506721488	RVUS EAST	HJV AHERN A-2	A	APCULYES	1.000000	0.929688	0.929688	KS	GRANT	3	30S	35W	NE	MORROW	MERIT ENERGY COMPANY LLC
1506721466	RVUS EAST	HJV GLOCKER A-1	A	APCULYES	1.000000	0.812500	0.812500	KS	GRANT	3	30S	35W	NE	MORROW	MERIT ENERGY COMPANY LLC
1506721480	RVUS EAST	HJV GLOCKER A-2	A	APCULYES	1.000000	0.812500	0.812500	KS	GRANT	3	30S	35W	SE	KANSAS CITY	MERIT ENERGY COMPANY LLC
1506721498	RVUS EAST	HJV HARPER A-2	A	APCULYES	1.000000	0.812500	0.812500	KS	GRANT	3	30S	35W	SE	CHESTER	MERIT ENERGY COMPANY LLC
1506721515	RVUS EAST	HJV HARPER A-3	A	APCULYES	1.000000	0.812500	0.812500	KS	GRANT	12	30S	35W	NW	MORROW	MERIT ENERGY COMPANY LLC
1506721489	RVUS EAST	HJV KOEHN A-1	A	APCULYES	1.000000	0.812500	0.812500	KS	GRANT	12	30S	35W	NW	MORROW	MERIT ENERGY COMPANY LLC
1506721481	RVUS EAST	HJV REED B-2	A	APCULYES	1.000000	0.812500	0.812500	KS	GRANT	24	29S	35W	NW	MORROW LIMESTONE	MERIT ENERGY COMPANY LLC
1506721516	RVUS EAST	HJV REED B-3	A	APCULYES	1.000000	0.812500	0.812500	KS	GRANT	1	30S	35W	SW	MORROW A	MERIT ENERGY COMPANY LLC
1506721534	HICK	HJV ROTH A-1	A	APCULYES	1.000000	0.812500	0.812500	KS	GRANT	1	30S	35W	SW	MORROW A	MERIT ENERGY COMPANY LLC
1506721485	MANNY CREEKS	HJV TRAILOR A-1	A	APCULYES	1.000000	0.812500	0.812500	KS	GRANT	25	30S	35W	SE	MORROW	MERIT ENERGY COMPANY LLC
1506720342	HICK	HOOPER 1-28	A	APCULYES	1.000000	0.812500	0.812500	KS	GRANT	11	30S	35W	NW	MORROW B	MERIT ENERGY COMPANY LLC
1506721115	HICK	MLP GILMORE A-1	A	UTSSES5W	0.862500	0.755000	0.755000	KS	GRANT	26	30S	35W	SW NW SE	CHESTER	MERIT ENERGY COMPANY LLC
1506721233	RVUS NORTH	RAW 1-35	A	NHUGO80	0.215625	0.237500	0.237500	KS	GRANT	35	29S	35W	SE SE NW	CHESTER	DUNNE EQUITIES OPERATING INCORPORATED
1506721317	RVUS NORTH	RAW 2-35	A	NHUGO80	0.241300	0.193000	0.193000	KS	GRANT	35	29S	35W	SW S W NE	CHESTER	DUNNE EQUITIES OPERATING INCORPORATED
1506721471	RVUS EAST	REED B-1 (CHESTER)	A	APCULYES	1.000000	0.875000	0.875000	KS	GRANT	1	30S	35W	NW	CHESTER	MERIT ENERGY COMPANY LLC
1506720607	RVUS EAST	WANDER 1-2	A	APCULYES	1.000000	0.875000	0.875000	KS	GRANT	2	30S	35W	NW	CHESTER	MERIT ENERGY COMPANY LLC
1506720838	RVUS EAST	WANDER 2-2	A	APCULYES	1.000000	0.875000	0.875000	KS	GRANT	2	30S	35W	NW	CHESTER	MERIT ENERGY COMPANY LLC
1506721460	RVUS EAST	WANDER A4 (U MORROW)	A	APCULYES	1.000000	0.875000	0.875000	KS	GRANT	2	30S	35W	NW	UPPER MORROW	MERIT ENERGY COMPANY LLC
1506721236	RVUS EAST	WANDER A-3 (SWD)	A	APCULYES	1.000000	N/A	N/A	KS	GRANT	2	30S	35W	NW	UPPER MORROW	MERIT ENERGY COMPANY LLC
1506721236	RVUS EAST	WANDER A-5	A	APCULYES	1.000000	0.875000	0.875000	KS	GRANT	2	30S	35W	SE	KANSAS CITY A	MERIT ENERGY COMPANY LLC
1506721504	RVUS EAST	HJV LAHEY A-1	A	APCULYES	1.000000	0.812500	0.812500	KS	GRANT	34	29S	35W	NW	CHESTER	MERIT ENERGY COMPANY LLC *