KOLAR Document ID: 1461191

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

OIL & GAS CONS REQUEST FOR CHA TRANSFER OF INJECTION	ATION COMMISSION ERVATION DIVISION ANGE OF OPERATOR I OR SURFACE PIT PERMIT with the Kansas Surface Owner Notification Act,
	ted with this form.
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:
Gas Gathering System:	
Saltwater Disposal Well - Permit No.:	
Spot Location:	R E W Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells **	Production Zone(s):
Field Name:	Injection Zone(s):
** Side Two Must Be Completed.	
Surface Pit Permit No.:	feet from N / S Line of Section feet from E / W Line of Section Haul-Off Workover Drilling
Past Operator's License No	Contact Person:
Past Operator's Name & Address:	Phone:
	Date:
Title:	Signature:
New Operator's License No	Contact Person:
	Oil / Gas Purchaser:
	Date:
Title:	Signature:
	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation above injection well(s) or pit permit.
is acknowledged as	is acknowledged as
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit
Permit No.: Recommended action:	permitted by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR I	PRODUCTION UIC

Side Two

Must Be Filed For All Wells

* Lease Name: _			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle</i> FSL/FNL	<i>Circle</i> FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		

A separate sheet may be attached if necessary

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

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KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

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

OPERATOR: License #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: () Fax: ()	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	

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

Select one of the following:

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

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

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

Date: ______ Signature of Operator or Agent: ______

COUNTY OF HASKELL

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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 II, L.P.), Merit Partners II, L.P., Merit Partners III, L.P., Merit Energy Partners D-III, L.P., Merit Energy Partners E-III, L.P., Merit Energy Partners D-III, L.P., Merit Energy Partners E-III, L.P., Merit Energy Partners D-III, L.P., Merit Energy Partners E-III, L.P., Merit Energy Partners D-III, L.P., Merit Energy Partners E-III, 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 D-III, L.P., Merit Energy Partners E-III, L.P., Merit Energy Partners D-III, L.P., Merit Energy Partners E-III, L.P., Merit Energy Partners D-III, L.P., Merit Energy Partners E-III, L.P., Merit Energy Partners D-III, L.P., Merit Energy Partners E-III, L.P., Merit Energy Partners E-III, L.P., Merit Energy Partners E-III, L.P., Merit Energy Partners D-III, L.P., Merit Energy Partners E-III, L.P., Merit Energy Partners E-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-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 I, X, L.P., Merit Energy Partners G, L.P., Merit Energy Partners H, L.P., Merit Energy Partners I, 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. each a Delaware limited partnership, and Merit Energy L.P., Merit Energy Partners J, L.P.,

WITNESSETH:

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 This Assignment is made pursuant to the terms of that certain Purchase and Sale Agreement L.P.), Merit Management Partners II, L.P. (f/k/a Merit Partners II, L.P.), Merit Energy Partners III,] 2019 by and among Merit Management Partners I, L.P. (f/k/a Merit Partners, limited liability company, and Assignee (the "Purchase and Sale Agreement"). dated March [

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*"):

together with each and every kind and character of right, title, claim and interest that Seller has in 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"), and to the lands covered by the Leases, as limited by the reservations and restrictions described on the annexes to **Exhibit A** (the "*Lands*"); **a**

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"); ම

communitization and pooling agreements, declarations and orders with respect to the Leases or the 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 all unitization, 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 comes from Wells located on or off of a Lease, and all tenements, hereditaments and appurtenances All rights and interests of Seller in, under or derived from belonging to the Leases or Units; ତ

the and 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 and 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 Sale Agreement, and further excluding all Master Services Agreements as well as the instruments exclusions, the All contracts, agreements and instruments by which the Properties are bound, or exploration agreements, participation agreements, Properties or the Hydrocarbons produced from the Properties, including those identified t0 the necessary consents to transfer are not obtained pursuant to Section 7.7 of the Purchase sale purchase of oil, gas, casinghead gas or processing agreements to the extent applicable orders, joint agreements for the such the Leases, Easements, or Geological Data (subject to agreements, transportation or gathering agreements, agreements, unitization, pooling and communitization agagreements, farmin and farmout agreements, "Contracts"); constituting (q) exchange

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*"); ٩

(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 (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, "Equipment"); Ð

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 All flow lines and meters (including check meters but excluding sales meters and (the "Flow Lines" and, together with the Equipment and Wells, the "Personal Property"); ම

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

(i) All Imbalances;

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 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) 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, attorney-client privileged communications and work product of Seller's or any of its Affiliates' tax, accounting or auditing matters; 9

A license or assignment of an interest to the Geological Data specifically listed on 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 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 Agreement"); K

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; E

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; (H)

(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;

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 All insurance proceeds under existing policies of insurance, if any, relating to any attributable to the payment of such insurance proceeds); 0

(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

property (including tapes, codes, data and program documentation and all tangible manifestations all computer software or communications software and any other intellectual and technical information relating thereto), in each case, used or held for use exclusively connection with the use, operation and exploitation of the Assets. ভ

EXCEPTING AND RESERVING to Assignor, however, and excluded from the Assets (as defined above), all of the following (collectively, the "Excluded Assets"): 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 (a) Assets);

all books, records and files that relate exclusively to the Excluded Assets; **e** (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; <u>છ</u>

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; (p)

or (e) all rights to any refund of Taxes or other costs or expenses borne by Seller Seller's predecessors in interest and title attributable to periods prior to the Effective Time; or area-wide bonds, permits and licenses or other permits, licenses authorizations used in the conduct of Seller's business generally; Seller's Ð

(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;

all right, title and interest of Seller in and to vehicles or vessels used in connection with the Assets; 9

the Purchased and Sale Agreement;
(1) 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;
 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.
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This Assignment is made by Assignor and accepted by Assignee subject to the following terms and conditions:

Effective Time. This Assignment is effective as of the Effective Time. ÷

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. di.

3. Disclaimers.

AND TO 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 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 MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FUKTH IN THE PURCHASE AND SALE AGREEMENT OR IN THIS ASSIGNMENT, OR CONFIRMED MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR ASSIGNEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS ≧ 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 REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED IN THE CERTIFICATE OF ASSIGNOR DELIVERED TO ASSIGNEE PURSUANT TO AGREEMENT, (I) ASSIGNOR INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY CONSULTANT, PARTICULAR, EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE 5 OF **ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF PETROLEUM REPRESENTATIVE OR ADVISOR OF ASSIGNOR OR ANY OF ITS AFFILIATES).** OR COMMUNICATED (ORALLY OR IN WRITING) IMPLIED, AND (II) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY **OPINION**, AGENT, THE AND SALE ANY EMPLOYEE, ASSETS, ASSETS, (VI) (INCLUDING SECTION 9.2(C) OF THE PURCHASE HYDROCARBONS FROM THE ASSE' CONDITION OTTATED DIRECTOR, REPRESENTATIVES INFORMATION MADE OFFICER, OR

OR OF AND AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR 10 L ENVIRONMENTAL LAWS, ENVIRONMENTAL LIABILITIES, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN MAY HAVE BEEN MADE ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THERETO, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN SECTION 5.18 OF THE PURCHASE AND SALE AGREEMENT, OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS REPRESENTATION OR WARRANTY, AND ASSIGNOR IS DEEMED TO BE TAKING BY ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (VIII) ANY PRESENTATION RELATING AGREED BY THE PARTIES THAT ASSIGNEE IS DEEMED TO BE OBTAINING THE 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 WARRANTY HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY THEIR SUCH PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD REPRESENTATIVES RELATING OF AS PURPOSES OR CONSTRUED ANY REPRESENTATION OR CIRCUMSTANCE FOR CONSULTANTS, THAT ASSIGNMENT OR ANY DISCUSSION OR OTHERWISE WILL BE "WHERE IS" INFORMATION TRADEMARK INFRINGEMENT. AGENTS, MATTER ASSIGNOR HAS NOT MADE AND ENVIRONMENTAL CONDITION. MATERIALS OR ASSETS "AS IS" **EMPLOYEES**, ANY OR ASSIGNMENT REGARDING OTHER THEIR THIS OR

are Assignor and Assignee agree that, to the extent required by applicable Law to be effective, Section 3 the disclaimers of certain representations and warranties contained in this "conspicuous" disclaimers for the purpose of any applicable Law.

against the claims and demands of all Persons claiming by, through or under Assignor or its 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 This Assignment is made, executed and delivered Affiliates, but not otherwise, up to the Allocated Value. **Special Warranty of Title.** 4.

abandoned Wells, included in the Assets, (ii) the dismantling or decommissioning and removal of 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

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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 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 (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 "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 any Equipment and other property of whatever kind related to or associated with operations and liabilities, subject to the exclusions below, are referred to in this Assignment as the interests (including those held in suspense), by the Leases or related to the Assets. of Assignor to the extent that they are:

- any obligations, liabilities, Losses, costs or expenses attributable to or arising out of the Excluded Assets; E
- 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 any obligations, liabilities, Losses, costs or expenses attributable to or arise hand; (E)
- 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 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 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 of 1988, as amended (or similar state or local law), as a result of actions taken by Seller 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 the Worker Adjustment and Retraining Notification Act (iii)

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

- 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 any obligations, liabilities, Losses, costs or expenses associated with the disposal or transportation of any Hazardous Materials from the property Asset, prior to its delayed Closing); (iv)
- 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 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 applicable for any Asset, prior to its delayed Closing); E
- with the matters disclosed on Schedule 4.3 or Schedule 5.9(a) or Schedule any obligations, liabilities, Losses, costs or expenses incurred in connection 5.18 of the Purchase and Sale Agreement; (<u>v</u>;
- 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; (vii)
- any obligations, liabilities, Losses, costs or expenses arising from any civil fines or penalties against Seller or any of its Affiliates; (viii)
- which any obligations, liabilities, Losses, costs or expenses arising from or in connection with Proceedings existing at or prior to the Closing involve Seller or any of its Affiliates; (ix)
- that are attributable to any Tax period (or portion thereof) ending on or any liability for Taxes of Seller, including any liability for any Asset Taxes before the Effective Time; and \mathbf{x}
- 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. (xi)

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

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. **Further Assignments.**

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. ø

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.

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

Title: Assistant Secretary Name: Kathryn Lyle Kathri By:_

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

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

Name: Kathryn Lyles Title: Assistant Secretary Cathre By:

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

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

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

MERIT ENERGY PARTNERS H, L.P.

- 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 Kathra By:

MERIT ENERGY PARTNERS I, L.P.

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

Title: Assistant Secretary Name: Kathryn Lyles Ah Ka By:_

MERIT ENERGY PARTNERS J, L.P

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

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

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-II, L.P. MERIT ENERGY PARTNERS C-II, L.P. MERIT ENERGY PARTNERS C-II, L.P.

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

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

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

0 7 Name: Kathryn Lyles Title: Assistant Secretary By: Kathru

MERIT ENERGY COMPANY, LLC

0 94 By: Kathryn Lyles Name: Kathryn Lyles Title: Assistant Secretary

MMGJ ARKANSAS, LLC

5 90 By: Kathryn Lyles Name: Kathryn Lyles Title: Assistant Secretary

ASSIGNEE:

PANHUGOTON PARTNERS LLC

Name: Jason Herrick Title: President By:_

STATE OF TEXAS

COUNTY OF DALLAS

 $\infty \infty \infty$

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, 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 for the purpose and consideration therein expressed.

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



anno Notary Public

My Commission Expires:

 $\infty \infty \infty$ COUNTY OF DALLAS STATE OF TEXAS

and 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 consideration therein expressed.

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

Notary Public = TEXAS 163886 LOTI TEPHANIE LOT Notary Public õ STATE ID#10

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

Footnote	Kimo)	มงปัตววะวินี โรฐง-J	ojanoja	пойгоя2	agnsЯ	qirlanwoT	ageg	уюя	Date	əəstəj lanişinÖ	Original Lessor	əqyT məməəngA	# 3nom9912Å
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τ	ЛЛЯХКИ	Sec. 15: E/2 NW/4 295-34M	\$1M\$E862	51	M4E	867	204	z	¢E61/0E/9	ALDEN W FOSTER	FLORENCE BELLE MOSBARGER AND GEO H MOSBARGER HER HUSBAND	LEASE - OIL AND GAS	00097878 0005800£

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7	нузкегг	ZECLION 31: N/3 582-34M	12W4E262	12	WÞE	S62	112	2	4/26/1934	ALDEN W FOSTER	OLIVER V RAY ET UX	SAD GNA JIO - 38A3J	00027005
38	HASKELL	Sec, 22: ₩/2 295-34W	77W4E867	77	M⊅ε	S67	805	٤	E#61/9/l	UNITED PRODUCING COMPANY INC	1 B WINSTED AND EUNICE M WINSTEAD HIS WIFE	SAD GNA JIO - 32A5J	00001EL9 30100000
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τ	HASKELL	8\7 8M\4 NE\4` N\7 8M\4 NE\4` N\7 8M\4 NE\4` N\7 NE\4 8@ 78: NM\4 NM\4` 8M\4 NM\4` 8E\4 NM\4` 8E\4 NE\4` NE\4 NM\4' 582-34M	97MÞES67	56	WÞE	867	115	٤	£761/11/1	ИИІТЕР РКО РИСІИӨ СОМРАИУ INC	ЕКАМК МССОҮ АИР ЕТТА МССОҮ НІЗ Wife	LEASE - OIL AND GAS	00011629 00069006

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z	HASKELL	8ec 28: NE/4 292-34M	82W4E862	82	W۶٤	\$6 7	781	2	ÞE61/57/Þ	ALDEN W FOSTER	XI TE SJEMMUR E W	LEASE - OIL AND GAS	0008010£
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z	HASKELL	34% Sec, 27: All that part of the SW/4 ا¢ ing South and East of the North and Weat line of the right-of-way of the Dodge City and Cimaron Yalley Railway Company as more particularly described in the lease.	LZW4E80E	72	W4E	SOE	542	٤	[\$6]/87/[THE DERBY OIL COMPANY	IAMES W SMITH AND LIZZIE SMITH HIS WIFE	2AD GNA JIO - 32A3J	000/2002
z	HASKELL	d/W/2 :72, 298 WAR-20e	LZW4ESOE	LZ	W۶٤	SOE	962	٤	1661/22/1	THE DERBY OIL COMPANY	РАЛЬТИЕ МЛЯРНУ ЕТ УІК	LEASE - OIL AND GAS	00088008
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Merit Management Partners I, L.P., et. al., and PanHugoton Partners LLC to Assignment, Conveyance and Bill of Sale between Exhibit A - Leases

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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

											00000015	631303 N N	B SNISNAJ (SAS) EM 6 (GAS) LANSING 8	KEUBANK	2020118051
MERIT ENERGY COMPANY LLC	8 SNISNAL		MAE	295	Þ	HASKELL	KS	3MA2	SAME	787288,0	T*000000	A APCULYES		EUBANK	0020118051
MERIT ENERGY COMPANY LLC	TOPEKA		MDE	S62	Þ	HASKELL	KS	3MA2	3MA2	A/N	1"000000	A APCULYES	GREGG, EM 3 (SWD)	KILBANK	2950018051
MERIT ENERGY COMPANY LLC	DNISNAL		MPE	\$6Z	Þ	HASKELL	KS	3MA2	3MA2	985068'0	1.000000	A APCULYES	GREGG, EM 2 GREGG, EM 2	EUBANK	7821218051
MERIT ENERGY COMPANY LLC	KANSAS CITY		MDE	\$6Z	Þ	HASKELL	KZ	3MA2	3MA2	982068.0	T 000000 T	A APCULYES		EUBANK	2111218051
MERITENERGY COMPANY LLC	5MISN#1		MVE	S67	Þ	HASKELL	KS	3MA2	3MA2	982068'0	T.000000	A APCULYES	GREGG F-8 (LANSING)	EUBANK	8011218051
MERIT ENERGY COMPANY LLC	ATOKA		MDE	562	Þ	HASKELL	KS		SAME	987288.0	1"000000"T	A APCULYES	GREGG F-7 (ATOKA)	EDBANK	2201218051
MERIT ENERGY COMPANY LLC	BASAL CHESTER	-	MDE	\$67	Þ	н∨гкегг	KS	3MMA 2	3MA2	985068'0	000000°T	A APCULYES	GREGG F-6 (B CHESTER)	EUBANK	167171805
MERIT ENERGY COMPANY LLC	CHESTER		MAL	\$67	Þ	HASKELL	KS		3MA2	982068-0	000000°T	A APCULYES	GREGG F-12 (CHESTER)	EUBANK	062121805
MERIT ENERGY COMPANY LLC	WORROW		MDE	S62	Þ	HASKELL	SX	3MA2	3MA2	985068 0	T-000000	A APCULYES	GREGG F-11 (MORROW)	EUBANK	687171805
MERIT ENERGY COMPANY LLC	ATOKA	· · · · · · · · · · · · · · · · · · ·	MDE	562	Þ	HASKELL	KS	3MA2	SAME	985068-0	T 000000	A APCULYES	GREGG F-10 (ATOKA)	LIBVAIN	001111003
INCORPORATED DUNNE EQUITIES OPERATING	CHESTER		WÞE	562	22	н∀гкегг	ks	3MM2	BMA 2	000852"0	0521720	A_MHUGOBO	27-7 SJI	E∪BANK	068071805
INCORPORATED	CHESTER		34M	562	LZ	нузкегс	кг	3MA2	3MA2	0.118100	000000"0	A_NHAPCOBO	פורבצ ז-גע	ЕЛВАИК	008021805
DUNNE EQUITIES OPERATING MERIT ENERGY COMPANY LLC		ES NE NE	MPE	567	6	Haskell	KZ	3MA2	SAME	8/6229/7.0	6667628'0	V ENBVAK	Z-8 UN3	EUBANK	208120973
		MS NE NE	MPE	567	_	Haskell	KZ		SMME	82622927.0	6662628'0	A EUBANK	54U 8-6	KOENIG	076021805
		CZE NE	MIDE	567	6	Haskell	KZ		BMA S	8/622977.0	6667628'0	A EUBANK	ENU 8-4	EUBANK	168021805
MERIT ENERGY COMPANY LLC		MS AFE RE	MVE	567	6	Haskell	KZ		3MA2	8/622977_0	6667678.0	A EUBANK	E-8 UN 3	EUBANK	616021805
		ES ES 22	MIVE	567	6	Haskell	KZ		3MA2	8/6229/1/0	6667678.0	A EUBANK	Z-8 NN3	EUBANK	£15171805
MERIT ENERGY COMPANY LLC		MS 25 25	MPE	567	1.1	Haskell	KZ		JMA2	84622944.0	6662678.0	A EUBANK	T-8 NN3	EUBANK	140021805
MERIT ENERGY COMPANY LLC		ALL NE NE	MPE	562		llastell	SX		3MMS	8/6229/7.0	6562628'0	A EUBANK	\$-9 NN3	EUBANK	556021805
MERT EVERGY COMPANY LLC		ESSENE	MPE	\$67		Haskell	KZ		JMA2	8/6729// 0	6667628'0	A EUBANK	E-9 UN3	EUBANK	216021809
MERIT ENERGY COMPANY LLC		NE NE ZE	MVE	\$67	1.1.1.0	Haskell	KZ		JMA2	82672922 0	6657678,0	V ENBVIK	2-9 NN3	EUBANK	06021809
		35 35 35	MITE	562	11215	Haskell	KZ		3MA2	82677922'0	6657678,0	V ENBVIK	T-9 NN3	EUBANK	Þ76021803
		MNMSMN	MUL	567	1.	Haskell	KZ		JMA2	82672922'0	6667678,0	A EUBANK	τ-s η ν.ε.	EUBANK	410121803
		ZE NM 2M	MPE	567		Haskell	5X		BMA2	82677922'0	6662678,0	A EUBANK	T-7 NN3	EUBANK	88212180
MERIT ENERGY COMPANY LLC		IN SMIN 35	MUE	562		llasseH	SX		3MMR	8/6729/1.0	66626/8'0	A EUBANK	9·€ 0N3	EUBANK	115121809
WERLERERGY COMPANY LLC		ES NE NE	MVE	567		Haskell	SX		3MA2	0.77622978	6667678,0	A EUBANK	S-E UNB	EUBANK	986021805
WEBLEREBOX COWDWALLEC		ES SE NE	MUL	567		Haskell	KZ		SAME	8/6229/1.0	6662678,0	A EUBANK	5-6 UN3	EUBANK	000121809
		NE NE ZE	MUL	567			KZ		3MA2	82677922 0	6667678,0	A EUBANK	£-£ UN3	EUBANK	805121808
MERIT ENERGY COMPANY LLC		ES NE SE	MUE	567		Haskell	KZ		SAME	8/6229/7.0	666762810	A EUBANK	Z-E UN3	ЕЛВМИК	208121005
		NE ZE ZE	MVE	567	_		KZ		BMA2	82622922.0	6667678,0	A EUBANK	вил з-тв	EUBANK	615121809
		ES SE SE	MITE	567		II=42EH	KZ		SAME	82622922.0	6667678,0	A EUBANK	T-E NN3	EUBANK	08121044
MERIT ENERGY COMPANY LLC		NM NE NE	MILE	567		llakell	KZ		BMA2	0,77622978	6667678,0	A EUBANK	ENN 2-1	EUBANK	95112180
		CZEZE	MPE	582		Hakel	KZ		3MA2	826229220	6667628'0	A EUBANK	1-61 UN3	EUBANK	56902180
		ZE NE NE	MIPE	587	_	llakell	KZ		3MM22	0.77622978	6667628'0	A EUBANK	E-/11/3	EUBANK	90512180
		NM 2E NE	MIPE	582	_		KZ		SAME	8/6229//	6667678.0	A EUBANK	2-21 UN3	EUBANK	#0STZ1809
MERIT ENERGY COMPANY LLC		COMME	MIPE	582	ÞE		KZ		SAME	82677922'0	6662678,0	A EUBANK	T-// T // 13-	EUBANK	Z/1001809
		AWWW	MPE	582	_		KZ	3MA2	SAME	82622922'0	6662678,0	A EUBANK	T-ST ON3	EUBANK	202121202
		CESSM	MUC	582			SX		BMA2	82622922.0	6667628'0	A EUBANK	E-PT NN3	EUBANK	P1212180
MERIT ENERGY COMPANY LLC		CZEZM	Whe Whe	582	_	المقعدة والملتعا	KZ	3MA2	3MA2	826779220	6662628'0	A EUBANK	Z-PT ON3	EUBANK	110011809
MERIT ENERGY COMPANY LLC		MSMS	MUE	582			SX		BMMS	8/6779// 0	6662628'0	V ENBWAK	T-PT ON3	EUBANK	26202180
		MNMNMN	MPE	567	0	Hakell	KZ	3MA2	3MMA2	82622922.0	6662628'0	A EUBANK	Z-ET ONB	EUBANK	68001180
WEBLEREBER COWFWATTC		MNMN	MVE	562		Тежен	5X		BWWS	82622922'0	6667678.0	A EUBANK	END 13-1	EUBANK	06220330
MERIT EVERGY COMPANY LLC		MSMND	34M	567	- c	Пэжен	KZ	and the second se	3MA2	8/6229// 0	6667678.0	A EUBANK	ENU 12-4	EUBANK	\$2001180
MERIT ENERGY COMPANY LLC		MSMNMNMS	34M	567	- C	Пажен	KZ KZ		3MA2	82622922'0	6667678.0	A EUBANK	E-ZL ONB	ЕЛВАИК	SISIZI80
		MS/MIN/MS	MV2	567		Haskell	KZ K		3MA2	82672922.0	6667678.0	A EUBANK	Z-ZI NN3	ЕЛВАИК	29602180
MERIT ENERGY COMPANY LLC		MSMSMS	MV2 MtR	567	_	Haskell	KZ		3MA2	82622922'0	6662628'0	A EUBANK	1-71 NN3	EUBANK	81517180
		MS ZE NE	MVZ	567		Haskell	KZ K		3MMA2	82622922.0	6667678.0	A EUBANK	T-TIN3	EUBANK	80112180
MERIT ENERGY COMPANY LLC		MN 3 2 E ME	MVE MVE	567			KZ		3MA2	8/6729// 0	6662628'0	A EUBANK	Z-DI NN3	EUBANK	82602180
MERIT ENERGY COMPANY LLC		MN MN ZM	MAE	567		liskell	SX SX		3MA2	82672922 0	6662628'0	A EUBANK	T-OT ANS	KOENIG	57602180
MERIT ENERGY COMPANY LLC	DNISNAJ	14/14/2 (14)	MVE	562	-		KC KC		BMA2	V/N	1.000000	A APCULYES	DICKEBZON J-33 (2MD)	ЕПВАИК	01202180
MERIT EVERGY COMPANY LLC			MAE	562	1	HVZKET	KZ KZ		3MA2	987288.0	J.000000	A APCULYES	COLLING WOOD, AIS	ЕЦВАИК	\$6101180
MERIT ENERGY COMPANY LLC	MORROW		MVE	562	1	HVZKELL	KZ K		3MA2	000528.0	1.000000	A APCULYES	CLAWSON C-4 (LANSING A)	ЕПВАИК	9581218
MERIT ENERGY COMPANY LLC	A DIVISING			· · · · · ·		HVZKET	KC K		3MA2	000528 0	T-000000	A APCULYES	CLAWSON C-3 (LANSING F)	EUBANK	8151322
MERIT ENERGY COMPANY LLC	PNISNA		MPE	567			<u> </u>		3MA2	000528.0	T 000000	A APCULYES	CHARLES 2-12	KOENIC	2920218
MERITENERGY COMPANY LLC	alqitum		34W	567	-	and the second second	K2 K2		3MA2	000528'0	000000'T	A APCULYES	CHARLES 1-12 (MORROW)	EUBANK	19202180
MERIT ENERGY COMPANY LLC	WORROW		34W	\$67	-	HASKELL			O9A IW	NRI BPO	ANI BPO			LIELD	1
801A9390	Novresea	ATD-ATD	BNB	LWP	SEC	COUNTY	LS IS	O9A IAN	NI VOU			1 3000 1034		41513	

to Assignment, Conveyance and Bill to Sale between Exlibit A-1 - Vells and Units

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

170151	EUBANK	S-A DOOL 79 ANA WARU HTUO2	A NHAPCOBO	0"738641	00113300¢	SAME	BMAR	KZ	HASKELL	01	508	MPE		CHESTER/MORROW	EDISON OPERATING COMPANY LLC
121142	NOT208 TUOBA DNUOS	82-I AAA2	A NHAPCOBO	200221-0	LL8751-0	SAME	BMA S	KZ	HASKELL	87	506	MPE		CHESTER	BEGENOTIC
ZELLZI	EUBANK	(WORROW) 7-A 2000	A APCULYES	1.000000	612988'0	3MA2	3MM/S	KZ	HASKELL	91	S6Z	MÞE		WORROW	WERT ENERGY COMPANY LLC
121023	ENBWAK	OWENS A-6 (KANSAS CITY)	A APCULYES	1°000000	612988'0	SAME	SAME	SX	HASKELL	91	567	MPE		KANSAS CITY	WEBLEENEBCA COMPANATIC
610121	ENBVAK	OWENS A-S	A APCULYES	1°000000	617388.0	SAME	SAME	KZ	HASKELL	91	567	MPE	MSEN	KANSAS CITY	WEBT ENERGY COMPANY LLC
IS60ZI	EUBANK	EA anoinO	A ULYSESE	005754.0	£1828E.0	SAME	SAME	KZ	HASKELL	7	567	MPE	INTERN	CHESTER	
							37773		113/13/11		-300	MUL	33/4/14	93123H2	WEBLE ENERGY COMPANY LLC
721232	EUBANK EAST	8-A DETED A-6	A NHAPCOBO	0.000000	005290'0	BMA2	SMMR	KZ	Haskell	ZZ	56Z	34M	SE SE SE	ST, LOUIS	INCORPORATED
919121	EDBVAK	ALP TRECA.2	A NHAPCOBO	000000	000590.0	SAME	3MA2	KZ	HASKELL	07					DUNNE EQUITIES OPERATING
120803	EUBANK	ערא זורד פאס-ז	A ULYSSESE	0"862500	000552.0	SAME	SAME	KZ	HASKELL	OL	567	79M		СНЕЗТЕВ	EDISON OPERATING COMPANY LLC
002121	EUBANK	MLP SCHNELBACHERTRUST 3-4	A NHUGOBO	000005*0	000597.0	SAME	3MA2			01	562	MÞÉ		MORROW	MERITENERGY COMPANY LLC
281121	EUBANK	MLP SCHNELBACHERTRUST 2-4	A NHUGOBO	000005 0	000597 0	3MA2	SAME	KZ	HASKELL	2	505	74745		N¥Idd1SS1SS1W	EDISON OPERATING COMPANYLLC
ISIIZI	EUBANK	MLP SCHNELBACHER TRUST 1-4	A NHUGOBO	000005 0	000597-0			KZ	HASKELL	2	505	34M		MERAMEC	CHESAPEAKE OPERATING INCORPORATED
8580ZT	EUBANK	MLPS/MTALAA-1-26	A NHUGOBO	000003 0		SAME	3MA2	KZ	HASKELL	V	SOE	MPE		NA1991221221M	EDISON OPERATING COMPANY LLC
597170	EUBANKSOUTH	MLPSANTALA4-26	A NHUGORO	000005 0	0.465000	SAME	3MA2	KZ	HASKELL	97	562	3474		KANSAS CITY	EDISON OPERATING COMPANY LLC
021121	EUBANK	82-EAJATNA2 91M	V NHIGOBO	000005 0	0.465000	3MA2	3MA2	K2	HASKELL	97	562	MDE	NE	MORROW	EDISON OPERATING COMPANY LLC
221121	EUBANKEAST	AM PACKARA SAME AND A		and the second se	0.465000	3MA2	3MA2	KZ	HASKELL	97	562	MPE		NA1991221221M	EDISON OPERATING COMPANY LLC
262121	EUBAKK	WEB PICKENS A7	A NHUGOBO	0.500000	000597-0	3MA2	3MA2	KS	HASKELL	97	56Z	MÞE	SE SW NE		EDISON OPERATING COMPANY LLC
858121	EUBANK		A ULYSSESE	000005-0	0.400000	3MA2	3MA2	KZ	HASKELL	ST	295	WAE		CHESTER	MERIT ENERGY COMPANY LLC
131368	EUBANK	WEB BICKERS BE	A ULYSSESE	0.500000	0.400000	3MA2	SAME	\$¥	HASKELL	ST	56Z	W4E		MORROW	MERIT ENERGY COMPANY LLC
721213		WLP PICKENS A4	A ULYSSESE	0.500000	0.400000	SAME	SAME	KZ	HASKELL	ST	S6Z	M4E	2E 2E	MOROW	MERIT ENERGY COMPANY LLC
	EUBANK	WLP PICKENS A3	A ULYSSESE	0.50000	0.400000	SAME	3MA2	KZ	HASKELL	ST	\$6Z	M45	2M NE 2E	LANSING-KANSAS CITY AND CHESTER	MERIT ENERGY COMPANY LLC
150964 151708	EUBANK VOCTORY	WEP PICKENS 'A' 1-15	A ULYSSESE	000005 0	0.465000	3MA2	SAME	KZ	HASKELL	ST	\$6Z	W45		NORROW	MERIT ENERGY COMPANY LLC
-	0.000-0.000	ארגרופאב,ס, ז	A ULYSSESE	τ"000000	9597£8.0	3MA2	SAME	KZ	Haskell	Z	SOE	W4E	ZE NM NE	STLOUIS	MERIT ENERGY COMPANY LLC
789121	EUBANK EAST	WILF LESLIE 2-26	A NHUGOBO	0.500000	0.465000	3MA2	3MA2	KZ	HASKELL	97	\$67	MPE	NZNEZE	CHESTER	CHESAPEAKE OPERATING INCORPORATED
121230	EUBANK SOUTH	WLP LESLIE 1-26	A NHUGOBO	0.50000	0.465000	3MA2	SAME	KZ	HASKELL	97	562	M4E		ST. GENEVIEVE	CHESAPEAKE OPERATING INCORPORATED
850121	EUBANK	MLPLEATHERS LAND 2-10		0.000000	£69TSO 0	BMA2	3MA2	KZ	HVZKELL	στ	SOE	34M		MORROW	EDISON OPERATING COMPANY LLC
121422	FU8ANK SOUTH	MLP CLAWSON TRUST 4-35	A NHUGOBO	0.250000	0.2962.0	3MA 2	3MA2	KZ	HASKELL	SE .	562	W4E	ZEZM	CHESTER	CHESAPEAKE OPERATING INCORPORATED
505121	EUBANK SOUTH	MLP CLAWSON TRUST 4-34	A NHUGOBO	0.000000	£69150°0	3 MA 2	3MA2	KZ	HVZKELL	34	562	MPE	MSMN	CHESTER	EDISON OPERATING COMPANY LLC
151550	EUBANK	MLP CLAWSON TRUST 2 35	A NHUGOBO	0.250000	052962.0	3 MA 2	3MA2	53	HASKELL	58	562	M4E	MNMN		EDISON OPERATING COMPANY LLC
121204	EUBANK	MLP CLAWSON TRUST 1 35	A NHUGOBO	0.500000	052967 0	3MA2	3MA2	SX	HVZKELL	58	562	34W	MSMN		EDISON OPERATING COMPANY LLC
529171	EUBANK	I 'A' ON URB 9 JM	A ULYSSESE	1.000000	000598.0	3MA2	3MA2	. SX	Textell	ÞE	\$6Z	M4E	3E NE NE		MERIT ENERGY COMPANY LLC
769121	T2A3HTUO2 XMABU3	MLP BLACK B-1	A ULYSSESE	000052.0	0.246914	3MA2	EMA2	53	19Xtell	7	SOE	M4E	MS MS MN 35	STLOUIS	MERIT ENERGY COMPANY LLC
881151	EUBANK SOUTHEAST	MLP BLACK 7-3	A NHUGOBO	000005.0	000599'0	3MMS	SAME	KZ	113XSVH	3	SOE	M#E		CHESTER	EDISON OPERATING COMPANY LLC
851121	EUBANK	INLP BLACK 5 3	V NHNEOBO	000005.0	000597'0	3MMR	3MMA2	53	HVZKELL	3	502	MÞE		N¥Idd1551551/W	EDISON OPERATING COMPANY LLC
890121	EUBANK SOUTH	WLP BLACK A-3	V NHUGOBO	000000 0	269150'0	3MMS	3MMR	KZ	113XSVH	8	SOE	MVE		BASAL CHESTER	EDISON OPERATING COMPANY LLC
667171	T2A3HTUO2 XMABU3	WEB BEACK 4-2	V NHREOBO	0,250000	0.246914	3MA2	3MA2	58	HVZKELL	Z	SOE	M#E	E SE SW		EDISON OPERATING COMPANY LLC
121067	EUBANK	WLP BLACK 3-3	08090HN V	0.000000	£69TSO'0	SMME	3MA2	SX	HASKELL	F	SOE	M#E	110303	яэтгэнэ	EDISON OPERATING COMPANY LLC
650121	EUBANK SOUTH	WLP BLACK 3-2	O8O90HN ¥	0.250000	0'546914	SMM2	3MA2	SX	HASKELL	7	SOE	Mt/2	MS	CHESTER	EDISON OPERATING COMPANY LLC
190121	EUBANK	WLP BLACK 2-3	08090HN V	0.000000	£69150'0	SAME	3MA2	KZ	HASKELL	5	50E	Mtre	ints.	SHERE	EDISON OPERATING COMPANY LLC
121000	EUBANK	MLP BLACK 2-2	A NHUGOBO	000005'0	0.443828	SAME	BMA2	R2	HASKELL	7	SOE	Mtre	MN	CHESTER, MORROW	EDISON OPERATING COMPANY LLC
101121	HTUO2 XMABU3	MLP BLACK 1A-3	A NHUGOBO	00000510	000597'0	SAME	SAME	KZ	HASKELL	E	502	MUE	79(19	MORROW	
121034	EUBANK	MLP BLACK 1-3	A NHUGOBO	0.000000	000590'0	3MA2	3MA2	KZ	HASKELL	c	SOE	MIVE MVE		CHESTER	EDISON OPERATING COMPANY LLC
952123	ΛΙCLOBA	WI 5 BLACK 1 2	V NHUGOBO	000005'0	828544.0	3MM2	3MME	SX	HASKELL	7	SOE	MVE	MNMN	83133R3	EDISON OPERATING COMPANY LLC
72012	EUBANK	KOENIG V-2 (LANSING F)	A APCULYES	1'00000	984288.0	3MA2	3MA2	KC KC	HASKELL	-	SGZ	MPE	MNMN	1000000	EDISON OPERATING COMPANY LLC
22012	EUBANK	KOENIG V-4 (B CHEZLEK)	A APCULYES	1'000000	000578.0	SMAR	3MA2	KZ	HVZKELL	V b		MDE		LANSING F	MERIT ENERGY COMPANY LLC
£690Z1	XNA8U3	KOENIC J	A APCULYES	1,000000	000528.0	SAME	2 MAE	KZ KZ		V	\$6Z		-	BASAL CHESTER	ΜΕΚΙΤ ΕΝΕΚΘΥ COMPANY LLC
06007	EUBANK	KOENIG 6	A APCULYES	1'000000	98/288'0	3MM22	3 AME	KZ KZ	HASKELL	-	562	34M		NORROW	MERIT ENERGY COMPANY LLC
01201	EUBANK	KOENIC 2	A APCULYES	1'000000	000578.0	SAME	3 AME	KZ KZ	HASKELL	V	567	Μνε		5 ANSING	MERITENERGY COMPANY LLC
721347	KOENIC	HUNGATE A-7	A APCULYES	0000001	00052810	3MMA2	3MMR SAME		HASKELL	V	562	MPE		NOTAMIJAM	MERITENERGY COMPANY LLC
L\$8021	KOENIG	(NOTAMRAM) 8-A STADNUH	A APCULYES	000000 T	000528.0			KZ .	HASKELL	13	56Z	34M		១៤រ៉ាវារកា	MERIT ENERGY COMPANY LLC
09802	EUBANK	(ANING A (LANSING)	A APCULYES	000000 T	000528 0 V/N	3MA2	SAME	KZ	HASKELL	13	562	WAE		NOTAMBAM	MERITENERGY COMPANY LLC
02502	KOENIG	HUNGATE S-13	A APCULIVES			3MA2	SMME	KZ	HASKELL	13	567	WP5		9NISW7	WEBLE ENERGY COMPANY LLC
17202	KOENIG	HUNGATE 2-13	A APCULYES	T'000000 T'000000	00052810	3MA2	SAME	KZ	H № 2KELL	13	562	MVE	1	alqitum	MERIT ENERGY COMPANY LLC
SZELZ	ENBANK	HIVMINTERA-2 (U MORROW)			0005/8'0	SAME	SAME	SX	HASKELL	13	562	WAE		əldifum	MERIT ENERGY COMPANY LLC
52812	ELIBANK		A APCULYES	T-000000	005218.0	3 AME	3MA2	KZ	HASKELL	Ţ	58Z	M4E	NE	UPPER MORROW	WERLT ENERGY COMPANY LLC
58212		HIVWINTERA-1 (U MORROW)	A APCULYES	T 000000	005218 0	3 AME	3MA2	KZ	HASKELL	τ	582	34M	1 · · · · · · · · · · · · · · · · · · ·	UPPER MORROW	MERIT ENERGY COMPANY LLC
	EUBANK	HIVMOORE A-1 (CHESTER)	A APCULYES	T 000000	005218 0	3 AME	SAME	KZ	HASKELL	55	285	34M		CHESTER	MERIT ENERGY COMPANY LLC
78005	EUBANK	GREGG, EM 7	A APCULYES	1.000000	985068 0	SAME	3MA2	KZ	HASKELL	7	56Z	34M		NOTAMRAM	MERIT ENERGY COMPANY LLC
	ELEED	MELL NAME	ACCT_CODE	MI BbO	N KI BPO	O9A IW	O9A IRN	12	LINUOD	ZEC	1WP	BNB	ATD-ATD	Keselvoir	яотаязчо

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

1208150316	5	S-A NOTNAT2	·	T*000000	000578.0	SAME	SAME	KZ	HASKELL	ÞT	295	MVE		NOTAMIJAM	MERIT ENERGY COMPANY LLC
1208151383	EUBANK	ANAKEB C-1 (WOBBOM)	A APCULYES	1.000000	000578.0	3MA2	SAME	5X	HASKELL	ST	\$6Z	34M	A	WORROW	WEBIT ENERGY COMPANY LLC
6060218051	EUBANK	KUNCKER B-3	A APCULYES	T*000000	000528-0	SAME	3MA2	KZ	HASKELL	14	562	MVE		CHESTER	MERIT ENERGY COMPANY LLC
0581218051	KOENIG	АПИСКЕВ №0	A APCULYES	0000001	000528-0	SMAZ	3MA2	KZ	HASKELL	14	295	MTE		nutiple	MERIT ENERGY COMPANY LLC
9780218051	EUBANK	YUNCKER A-8 (MARMATON)	A APCULYES	T-000000	000528.0	BIMA 2	3MA2	KZ	HASKELL	pr	295	MPE		NOTAMIAM	MERIT ENERGY COMPANY LLC
5820218051	KDENIG	KUNCKER6-14	A APCULYES	J.000000	000528-0	JMA 2	3MA2	KS	HASKELL	ÞT	295	MDE	<i></i>	MORROW	MERIT ENERGY COMPANY LLC
1208150533	KOENIC	KUNCKER 5-14	A APCULYES	J.000000	000528-0	3MA2	3MA2	KZ	HASKELL	ÞT	56Z	MDE	1	NOTAMAAM	MERIT ENERGY COMPANY LLC
7220218051	KOENIG	YUNCKER 4-14 (KANSAS CITY)	A APCULYES	1,000000	000528-0	3MA2	3MA2	KZ	HASKELL	14	56Z	MPE		KANSAS CLTY	MERIT ENERGY COMPANY LLC
2020218051	EUBANK	KUNCKER 3-14	A APCULYES	1.000000	000528-0	BIMA 2	SAME	KS	HASKELL	νī	56Z	MPE		MORROW	MERIT ENERGY COMPANY LLC
0610218051	KOENIC	YUNCKER 2-14 (MARMATON)	A APCULYES	1,000000	000528-0	BMA2	3MA2	KZ	HASKELL	ÞT	567	MILE		NOTAMAAM	MERIT ENERGY COMPANY LLC
120815084 P	KOENIG	KUNCKER B-2	A APCULYES	1,000000	000578.0	EMA2	3MA2	KS	HASKELL	ÞT	567	MPE	SWARENE	NOTAMSAM	WERLENERGY COMPANY LLC
1 5580218051	EUBANK	WHITE C-6 (LANSING A)	A APCULYES	1°000000	00052810	SEME	3 MMA 2	KZ	HASKELL	ΟT	S67	MPE		A DNIZNAL	MERIT ENERGY COMPANY LLC
0920218051	KOENIC	WHITE 1-10 (U MORROW)	A APCULYES	J.000000	000528'0	SAME	SAME	KZ	HASKELL	OT	S67	MPE		DPER MORROW	WEBLENEBOL COMPANY LLC
1208750560	EUBANK	WHITE 1-10 (KANSAS CITY)	A APCULYES	J.000000	000528.0	3MA2	SAME	SX	HASKELL	OT	S67	MPE		KANSAS CITY	MERIT ENERGY COMPANY LLC
6051218051	EUBANK	WEEKS FARM A-2	A APCULYES	1.000000	000578.0	SAME	SAME	KS	HASKELL	π	SOE	34M	MNENENM	CHESTER	MERIT ENERGY COMPANY LLC
8061218051	ΝΟΣΟΒΑ	MEEKS EVBW V-J	A APCULYES	1-000000 T	000578.0	3 MA 2	3MA2	KS	HASKELL	π	SOE	34W	MSMSEN	NORROW	INERITENERGY COMPANY LLC
8500018051	EUBANK	UNGLES TG 2 (SWD)	A APCULYES	T-000000	V/N	3MA2	SAME	KS	HASKELL	٢T	567	34M		DNISNAL	MERITENERGY COMPANY LLC
7260718051	EUBANK	2M COLLEGE A-2	A APCULYES	1°000000	000578,0	SMMR	3MA2	KS	HASKELL	97	562	M4E		BASAL CHESTER	MERIT ENERGY COMPANY LLC
2580218051	EUBANK	SW COLLEGE A-1	A APCULYES	1 000000 T	000528'0	SAME	SAME	KS	HASKELL	97	562	M7E		CHESTER	MERIT ENERGY COMPANY LLC
8201218051	EUBANK	SOUTH EURANK WATERFLOOD D-4	A NHAPCOBO	1138641	\$00EL1,0	3MA2	SAME	KS	HASKELL	34	S67	M45		CHESTER/MORROW	EDISON OPERATING COMPANY LLC
		MURPHY D-4)		TI OCCTIO	1000 JT:0	AMA	7148.40		222000	+ 6			MNMNMS		
8201218051	EUBANK	A\X\A) P-A GOOJ AFERFLOOD A-4 (A\X\A	A_NHAPCOBO	149851.0	\$00E71.0	SAME	3MA2	58	HASKELL	DE	562	34M	14/1N 14/1N 14/2		EDISON OPERATING COMPANY LLC
9201218051	EUBANK SOUTH	5-A DOOL393TAW WAAD3 HTUO2	A NHAPCOBO	19851.0	\$00£71,0	SAME	SAME	KS	HASKELL	ΟŢ	505	M45		CHESTER/MORROW	EDISON OPERATING COMPANY LLC
		(S-A GMAJ 293HTA3J	0000 0000	THOOGTIC	LOOS (TIA	7149.45	7140.40		222004	07	505				
1 1201218051	EUBANK SOUTHEAST	A/X/A) 2-A GOOJFREAM XWABUE HTUO2	O8OD9AHN_A	1098E1"0	\$00E71.0	3MA2	3MA2	K2	HASKELL	υι	302	34M	N SE SE NM		EDISON OPERATING COMPANY LLC
Id Y	LIELD .	AFLL NAME	ACCT_CODE	WI BPO	N KI BPO	O9A IW	OQA IAN	12	COUNTY	SEC	dML	BNB	атр-ятр	Reservoir	ROTAREGO