

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
July 2014

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

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

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

Check Applicable Boxes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Side Two

**Must Be Filed For All Wells**

KDOR Lease No.: \_\_\_\_\_

\* Lease Name: \_\_\_\_\_ \* Location: \_\_\_\_\_

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		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	_____	_____
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_____	_____	_____ 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.

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

Form Must Be Typed

Form must be Signed

All blanks must be Filled

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

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

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

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

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

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

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

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

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

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

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

Well Location:

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

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

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

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

**Surface Owner Information:**

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

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

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

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

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

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

**Select one of the following:**

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

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

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

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

STATE OF KANSAS  
COUNTY OF HASKELL

§  
§  
§

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

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

WITNESSETH:

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

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

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

- (b) All oil, gas, water, disposal, injection and other wells described on **Exhibit A-1**, whether producing, shut-in, abandoned or temporarily abandoned (collectively, the “**Wells**”);
- (c) All rights and interests of Seller in, under or derived from all unitization, communitization and pooling agreements, declarations and orders with respect to the Leases or the Wells, including those pools or units expressly set forth on **Exhibit A-1** (such rights and interests, collectively, the “**Units**”; and the Units, together with the Leases, Lands and Wells, are referred to in this Agreement as the “**Properties**”), and including all interest of Seller derived from the Leases in production of Hydrocarbons from any such Unit, whether such Unit production of Hydrocarbons comes from Wells located on or off of a Lease, and all tenements, hereditaments and appurtenances belonging to the Leases or Units;
- (d) All contracts, agreements and instruments by which the Properties are bound, or that relate to or are otherwise applicable to the Properties, only to the extent such contracts are applicable to the Properties rather than Seller’s other properties, including operating agreements, unitization, pooling and communitization agreements, declarations and orders, joint venture agreements, farmin and farmout agreements, exploration agreements, participation agreements, exchange agreements, transportation or gathering agreements, agreements for the sale and purchase of oil, gas, casinghead gas or processing agreements to the extent applicable to the Properties or the Hydrocarbons produced from the Properties, including those identified on **Schedule 1.2(d)** of the Purchase and Sale Agreement, but excluding any contracts, agreements and instruments to the extent transfer is restricted by Third-Party agreement or applicable Law and the necessary consents to transfer are not obtained pursuant to **Section 7.7** of the Purchase and Sale Agreement, and further excluding all Master Services Agreements as well as the instruments constituting the Leases, Easements, or Geological Data (subject to such exclusions, the “**Contracts**”);
- (e) All easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights appurtenant to, and used or held for use solely in connection with the Properties, but excluding any permits and other rights to the extent transfer is restricted by Third Party agreement or applicable Law and the necessary consents to transfer are not obtained pursuant to **Section 7.7** of the Purchase and Sale Agreement (subject to such exclusions, the “**Easements**”);
- (f) (i) All equipment, machinery, fixtures and other tangible personal property (other than vehicles or vessels) and improvements located on the Properties and used or held for use primarily in connection with the operation of the Properties, including (A) any SCADA and measurement technology located on the Leases, and (B) any radio towers located on the Leases, (ii) any other SCADA and measurement technology and radio towers primarily used in connection with the operation of the Properties or any other Assets, (iii) any software related thereto (other than Enterprise Application Software) (the Assets described in this clause (f), collectively, the “**Equipment**”);
- (g) All flow lines and meters (including check meters but excluding sales meters and associated measurement technology and gathering systems meters) located primarily on the Properties or used or held for use primarily in the operation of or in connection with the Properties (the “**Flow Lines**” and, together with the Equipment and Wells, the “**Personal Property**”);

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

(i) All Imbalances;

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

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

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

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

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

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

(p) All operating revenues relating to the period after the Effective Time, in each case associated with the Properties or the production of Hydrocarbons attributable to the Properties; and

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

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

(a) all corporate, partnership, limited liability company, financial, Income Tax and legal records of Seller that relate to Seller’s business generally (whether or not relating to the Assets);

(b) all books, records and files that relate exclusively to the Excluded Assets;

(c) (i) those records retained by Seller pursuant to clauses (i) through (vi) of **Section 1.2(j)** of the Purchase and Sale Agreement, (ii) copies of any Records retained by Seller pursuant to the proviso at **Section 1.2(j)** of the Purchase and Sale Agreement, and (iii) copies of any other Records retained by Seller pursuant to **Section 1.5** of the Purchase and Sale Agreement;

(d) all reserve estimates and economic estimates to the extent described in clauses (i) through (vi) of **Section 1.2(j)** of the Purchase and Sale Agreement;

(e) all rights to any refund of Taxes or other costs or expenses borne by Seller or Seller’s predecessors in interest and title attributable to periods prior to the Effective Time;

(f) Seller’s area-wide bonds, permits and licenses or other permits, licenses or authorizations used in the conduct of Seller’s business generally;

(g) all trade credits, account receivables, note receivables, take-or-pay amounts receivable, and other receivables attributable to the Assets with respect to any period of time prior to the Effective Time;

(h) all work product of Seller’s attorneys, records relating to the negotiation and consummation of the transactions contemplated hereby and documents and instruments that are subject to the attorney-client privilege (other than title opinions);

(i) subject to **Section 1.2(m)**, **Section 1.2(n)**, and **Section 1.2(o)** of the Purchase and Sale Agreement, all claims and causes of action (including any claims for insurance proceeds) accruing in favor of Seller and arising from acts, omissions or events or damage to or destruction of property with respect to all periods prior to the Effective Time;

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

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

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

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

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

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

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

(q) any offices or office leases;

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

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

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

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

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

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



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

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

3. **Disclaimers.**

**EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT OR IN THIS ASSIGNMENT, OR CONFIRMED IN THE CERTIFICATE OF ASSIGNOR DELIVERED TO ASSIGNEE PURSUANT TO SECTION 9.2(C) OF THE PURCHASE AND SALE AGREEMENT, (I) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ASSIGNOR OR ANY OF ITS AFFILIATES). IN PARTICULAR, EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE 5 OF THE PURCHASE AND SALE AGREEMENT, CONFIRMED IN THE CERTIFICATE OF ASSIGNOR DELIVERED TO ASSIGNEE PURSUANT TO SECTION 9.2(C) OF THE PURCHASE AND SALE AGREEMENT, OR IN THIS ASSIGNMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS, FUTURE REVENUES GENERATED BY THE ASSETS OR FUTURE COSTS ASSOCIATED WITH THE ASSETS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED**

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

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

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

5. **Assumption by Assignee.** In addition to its other obligations under the Purchase and Sale Agreement, Assignee is obligated to comply with all Laws, Leases, Contracts (including all joint and unit operating agreements) and prevailing industry standards relating to (i) the plugging, abandonment and/or replugging of all Wells, including inactive Wells or temporarily abandoned Wells, included in the Assets, (ii) the dismantling or decommissioning and removal of

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

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

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

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

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

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

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

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

*[Signature Pages Follow]*

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

ASSIGNOR:

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

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

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

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

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

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

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

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

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

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

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

**MERIT ENERGY PARTNERS H, L.P.**

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

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

**MERIT ENERGY PARTNERS I, L.P.**

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

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

**MERIT ENERGY PARTNERS J, L.P.**

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

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

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

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

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

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

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

**MERIT ENERGY COMPANY, LLC**

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

**MMGJ ARKANSAS, LLC**

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

**ASSIGNEE:**

**PANHUGOTON PARTNERS LLC**

By: Jason Herrick  
Name: Jason Herrick  
Title: President



STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

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

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

  
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	Concatenate	Legal Description	County	Footnote
30042000 62849000	LEASE - OIL AND GAS	ED M WATKINS AND MABEL F WATKINS HIS WIFE	JOE E. DENHAM	4/20/1943	3	580	28S	33W	26	28S33W26	28S-33W Sec. 26: SW/4	HASKELL	2
82868000	LEASE - OIL AND GAS	R. E. WINTER ET AL.	NORTHERN NATURAL GAS COMPANY	7/16/1953	13	64	28S	34W	1	28S34W1	28S-34W SECTION 1: E/2	HASKELL	2
30110000	LEASE - OIL AND GAS	JOHN R REIMER	NORTHERN NATURAL GAS COMPANY	5/12/1944	5	17	28S	34W	22	28S34W22	28S-34W Sec. 22: NE/4	HASKELL	2
30109000	LEASE - OIL AND GAS	RALPH R MAUGHLIN ET UX	NORTHERN NATURAL GAS COMPANY	5/16/1944	5	20	28S	34W	22	28S34W22	28S-34W Sec. 22: NW/4	HASKELL	2
84745000	LEASE - OIL AND GAS	T J WRATIL	NORTHERN NATURAL GAS COMPANY	5/6/1946	7	289	28S	34W	26	28S34W26	28S-34W SECTION 26: W/2 SW/4	HASKELL	2

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84744000	LEASE - OIL AND GAS	FRANK MCCOY ET UX	NORTHERN NATURAL GAS COMPANY	7/6/1946	7	395	28S	34W	26		28S-34W SECTION 26. W/2 SW/4	HASKELL	2
30047002	LEASE - OIL AND GAS	EQUAL ROYALTY HOLDING COMPANY	JOE E. DENHAM	5/10/1944	6	3	28S	34W	29		28S-34W Sec. 29. SE/4	HASKELL	2
30047001	LEASE - OIL AND GAS	FRANK MCCOY AND ETTA MCCOY HIS WIFE	CITTES SERVICE OIL COMPANY	11/9/1942	3	504	28S	34W	29		28S-34W Sec. 29. SE/4	HASKELL	2
30051000	LEASE - OIL AND GAS	FRANK MCCOY AND ETTA MCCOY HIS WIFE	CITTES SERVICE OIL COMPANY	7/28/1945	6	591	28S	34W	32		28S-34W Sec. 32. NE/4	HASKELL	2
30047002	LEASE - OIL AND GAS	EQUAL ROYALTY HOLDING COMPANY	JOE E. DENHAM	5/10/1944	6	3	28S	34W	32		28S-34W Sec. 32. NW/4	HASKELL	2

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30047001	LEASE - OIL AND GAS	FRANK MCCOY AND ETTA MCCOY HIS WIFE	CITIES SERVICE OIL COMPANY	11/9/1942	3	504	28S	34W	32	28S34W32	28S-34W Sec. 32: NW/4	HASKELL	2
30052000	LEASE - OIL AND GAS	E M GREGG ET AL	HELMRICH & PAYNE INC	8/20/1935	6	295	28S	34W	32	28S34W32	28S-34W Sec. 32: SW/4	HASKELL	2
30401000 63110000	LEASE - OIL AND GAS	KLAS H REIMER AND HELEN REIMER HIS WIFE	NORTHERN NATURAL GAS COMPANY	5/12/1944	4	645	28S	34W	34	28S34W34	28S-34W Sec. 34: NE/4	HASKELL	38
N/A	LEASE - OIL AND GAS	K H REIMER AND HELEN REIMER	JOE E DENHAM	7/8/1943	4	118	28S	34W	34	28S34W34	28S-34W SECTION 34: NW/4 SE/4	HASKELL	38
62906000	LEASE - OIL AND GAS	SUSIE REIMER AND HELEN REIMER	JOE E DENHAM	5/16/1944	5	19	28S	34W	34	28S34W34	28S-34W SECTION 34: SE/4 NW/4	HASKELL	38

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17860000	LEASE - OIL AND GAS	FRANK B TRIMPA ET AL	HELMBRICH & PAYNE INC	6/1/1935	6	295	28S	34W	34	28S34W34	SECTION 34: SW/4 28S-34W	HASKELL	2
65212000	LEASE - OIL AND GAS	FRANK MCCOY AND ETTA MCCOY	JOE E DENHAM	9/24/1945	7	5	28S	34W	35	28S34W35	SECTION 35: NW/4 NW/4 28S-34W	HASKELL	38
30075000 67313000	LEASE - OIL AND GAS	ELENA FLORENCE TILNER A WIDOW	UNITED PRODUCING COMPANY INC	1/5/1943	3	514	29S	34W	10	29S34W10	Sec. 10: NW/4 SW/4; NW/4, S/2 SW/4 29S-34W	HASKELL	38
30074000	LEASE - OIL AND GAS	S B HOWELL, BEING THE SAME PERSON AS SAMUEL B HOWELL AND SUSIE H HOWELL HIS WIFE ET AL	UNITED PRODUCING COMPANY INC	1/12/1943	3	540	29S	34W	10	29S34W10	29S-34W Sec. 10: SE/4	HASKELL	2
30070000	LEASE - OIL AND GAS	KATHARNA STUCKY A WIDOW, SOLOMON S STUCKY AND CELIA STUCKY HIS WIFE ET AL	UNITED PRODUCING COMPANY INC	1/13/1943	4	6	29S	34W	11	29S34W11	29S-34W Sec. 11: SW/4; E/2 NW/4	HASKELL	2

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30043000	LEASE - OIL AND GAS	CHARLES KOENIG AND HULDAH KOENIG HIS WIFE	UNITED PRODUCING COMPANY INC	12/18/1942	3	407	29S	34W	12	29S34W12	29S-34W Sec. 12: SW/4	HASKELL	2
30076000	LEASE - OIL AND GAS	GRACE HUNGATE A WIDOW; MYRON L. HUNGATE AND GLADYS HUNGATE HIS WIFE ET AL	UNITED PRODUCING COMPANY INC	1/12/1943	3	530	29S	34W	13	29S34W13	29S-34W Sec. 13: N/2	HASKELL	2
82816000	LEASE - OIL AND GAS	PEARL WARNER ET AL	UNITED PRODUCING COMPANY INC	1/13/1943	3	509	29S	34W	13	29S34W13	29S-34W Sec. 13: SE/4	HASKELL	2
82815000	LEASE - OIL AND GAS	PEARL D. WRIGHT AND S. EDMUND WRIGHT	UNITED PRODUCING COMPANY INC	1/11/1943	3	517	29S	34W	13	29S34W13	29S-34W Sec. 13: SW/4	HASKELL	2
30069000	LEASE - OIL AND GAS	FRED W SCHROEDER A SINGLE MAN	UNITED PRODUCING COMPANY INC	3/20/1944	4	489	29S	34W	14	29S34W14	29S-34W Sec. 14: SW/4	HASKELL	2

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30068000	LEASE - OIL AND GAS	J B WRIGHT AND LAURA A WRIGHT HIS WIFE	ALDEN W FOSTER	4/23/1934	2	234	29S	34W	14	29S34W14	29S-34W Sec. 14: SE/4	HASKELL	2
30065003	LEASE - OIL AND GAS	WILLIE YUNCKER AND EMMA R YUNCKER HIS WIFE	ALDEN W FOSTER	4/23/1934	2	232	29S	34W	14	29S34W14	29S-34W Sec. 14: NE/4	HASKELL	2
30065002	LEASE - OIL AND GAS	WILLIE YUNCKER AND EMMA R YUNCKER HIS WIFE	ALDEN W FOSTER	4/23/1934	2	221	29S	34W	14	29S34W14	29S-34W Sec. 14: NW/4	HASKELL	2
30065001	LEASE - OIL AND GAS	MYRON YUNCKER A SINGLE MAN AND AN INCOMPENT PERSON BY EMMA R YUNCKER GUARDIAN OF HIS PERSON AND ESTATE	UNITED PRODUCING COMPANY INC	12/2/1944	5	590	29S	34W	14	29S34W14	29S-34W Sec. 14: NE/4; NW/4	HASKELL	2
67305000	LEASE - OIL AND GAS	A H LEHMAN A WIDOWER	JOE E. DENHAM	1/20/1937	2	584	29S	34W	15	29S34W15	29S-34W Sec. 15: S/2 SE/4; NW/4 SE/4; NE/4 SE/4	HASKELL	2
30086000	LEASE - OIL AND GAS	B W WRIGHT ET UX IDONA WRIGHT; GEORGE W WRIGHT ET UX ONA WRIGHT ET AL	UNITED PRODUCING COMPANY INC	3/16/1944	4	491	29S	34W	15	29S34W15	29S-34W Sec. 15: SW/4 SW/4; SE/4 SW/4; N/2 SW/4	HASKELL	2
30085000	LEASE - OIL AND GAS	FLORENCE BELLE MOSBARGER AND GEO H MOSBARGER HER HUSBAND	ALDEN W FOSTER	6/30/1934	2	204	29S	34W	15	29S34W15	29S-34W Sec. 15: E/2 NW/4	HASKELL	2

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67287000	LEASE - OIL AND GAS	FLORENCE B MOSBARGER ET VIR	ALDEN W FOSTER	6/30/1934	204	29S	34W	15	29S-34W	SECTION 15: NW/4 NW/4, SW/4 NW/4	HASKELL	2	
30077000	LEASE - OIL AND GAS	L R HICKMAN AND EDITH D HICKMAN HIS WIFE	ALDEN W FOSTER	5/2/1934	215	29S	34W	16	29S-34W	Sec. 16: NW/4	HASKELL	2	
30081000	LEASE - OIL AND GAS	EFFIE OWENS ET VIR	UNITED PRODUCING COMPANY INC	9/5/1942	402	29S	34W	16	29S-34W	Sec. 16: SE/4	HASKELL	2	
30080000	LEASE - OIL AND GAS	ED OWENS AND EFFIE OWENS HIS WIFE, AND FRANCES LORENE OWENS ET AL.	UNITED PRODUCING COMPANY INC	9/5/1942	401	29S	34W	16	29S-34W	Sec. 16: NE/4	HASKELL	2	
30079000	LEASE - OIL AND GAS	THE FEDERAL LAND BANK OF WICHITA, WICHITA, KANSAS	UNITED PRODUCING COMPANY INC	3/20/1944	488	29S	34W	16	29S-34W	Sec. 16: SW/4	HASKELL	2	
6649001	LEASE - OIL AND GAS	WALTER F. ROHMEYER ET AL.	JOE E. DENHAM	7/16/1943	240	29S	34W	2	29S-34W	SECTION 2: SE/4 LIMITED TO THE WELLBORE OF THE OILON A-3 WELL (API 1508120951)	HASKELL		
30072000	LEASE - OIL AND GAS	OLIVER V RAY ET UX	ALDEN W FOSTER	4/26/1934	211	29S	34W	21	29S-34W	SECTION 21: N/2	HASKELL	2	
30100000	LEASE - OIL AND GAS	J B WINSTED AND EUNICE M WINSTEAD HIS WIFE	UNITED PRODUCING COMPANY INC	1/6/1943	508	29S	34W	22	29S-34W	Sec. 22: W/2	HASKELL	38	
30087000	LEASE - OIL AND GAS	NONA WHITNAH A SINGLE LADY	ALDEN W FOSTER	4/25/1934	183	29S	34W	22	29S-34W	Sec. 22: S/2 NE/4; NE/4 NE/4; NE/4	HASKELL	2	
30064000	LEASE - OIL AND GAS	CHAS E LESLIE AND MYRTLE LESLIE HIS WIFE	UNITED PRODUCING COMPANY INC	1/11/1943	537	29S	34W	26	29S-34W	Sec. 26: SW/4 SE/4; S/2 NW/4 SE/4; S/2 NE/4 SE/4; N/2 SE/4 SE/4	HASKELL	2	
30063000	LEASE - OIL AND GAS	FRANK MCCOY AND ETTA MCCOY HIS WIFE	UNITED PRODUCING COMPANY INC	1/11/1943	511	29S	34W	26	29S-34W	Sec. 26: NW/4 NW/4; SW/4 NW/4; SE/4 NW/4; NE/4 NW/4; S/2 SW/4 NE/4; N/2 SW/4 NE/4; N/2 NE/4	HASKELL	2	



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30062000	LEASE - OIL AND GAS	SOUTHWESTERN COLLEGE A CORPORATION	UNITED PRODUCING COMPANY INC	2/22/1943	3	539	29S	34W	26	29S34W26	Sec. 26: SW/4 29S-34W	HASKELL	2
30088000	LEASE - OIL AND GAS	HANNAH FOSTER A SINGLE WOMAN	ALDEN W FOSTER	5/7/1934	2	178	29S	34W	27	29S34W27	Sec. 27: NE/4 NE/4; W/2 NE/4; SE/4 SE/4; NW/4; SW/4 29S-34W	HASKELL	2
30089000	LEASE - OIL AND GAS	RUBY GRACE SCHMITT AND H M SCHMITT HER HUSBAND	ALDEN W FOSTER	4/25/1934	2	171	29S	34W	27	29S34W27	Sec. 27: SW/4 SW/4; NW/4 SW/4; E/2 SW/4 29S-34W	HASKELL	2
30090000	LEASE - OIL AND GAS	MRS CHARLES KOENIG AND CHARLES KOENIG HER HUSBAND	ALDEN W FOSTER	5/12/1934	2	166	29S	34W	28	29S34W28	Sec. 28: SE/4 SE/4; E/2 NW/4 SE/4; W/2 NE/4 SE/4; W/2 NW/4 SE/4; SW/4 SE/4 29S-34W LSSS AND EXCEPT THE MLP KOENING 1-28 WELL (API 15-081- 21029-0001) AND THE MLP KOENING 2-28 WELL (API 15-081- 21037)	HASKELL	2
30108000	LEASE - OIL AND GAS	W B SUMMERS ET UX	ALDEN W FOSTER	4/25/1934	2	182	29S	34W	28	29S34W28	Sec. 28: NE/4 29S-34W	HASKELL	2
30082000	LEASE - OIL AND GAS	JOHN D G STUCKY AND SOPHIA STUCKY HIS WIFE	UNITED PRODUCING COMPANY INC	9/1/1943	4	349	29S	34W	29	29S34W29	Sec. 29: NE/4 29S-34W	HASKELL	2
28359001	MINERAL DEED	CORNELIA W CRITTENDEN	ANADARKO PETROLEUM CORPORATION	9/1/1966	43	151	29S	34W	3	29S34W3	29S-34W SECTION 3: N/2	HASKELL	2

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

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concate	Legal Description	County	Footnote
28359002	ASSIGNMENT OF MINERAL INTERESTS AND ASSETS	MESA OPERATING LTD PARTNERSHIP	ANADARKO PETROLEUM CORPORATION	2/1/1993	121	819	29S	34W	3	29S34W3	SECTION 3: N/2 29S-34W	HASKELL	2
N/A	MINERAL DEED	EMMA W. WOOLFOLK	ANADARKO PETROLEUM CORPORATION	9/1/1966	43	154	29S	34W	3	29S34W3	SECTION 3: N/2 29S-34W	HASKELL	2
N/A	MINERAL DEED	EMMA W. ALEXANDER	ANADARKO PETROLEUM CORPORATION	9/1/1966	43	156	29S	34W	3	29S34W3	SECTION 3: N/2 29S-34W	HASKELL	2
N/A	MINERAL DEED	ANN C. LIVINGSTON AND WILLIAM G. LIVINGSTON	ANADARKO PETROLEUM CORPORATION	9/1/1966	43	158	29S	34W	3	29S34W3	SECTION 3: N/2 29S-34W	HASKELL	2
N/A	MINERAL DEED	CORNELIA C. TINDALL ET VIR	ANADARKO PETROLEUM CORPORATION	9/1/1966	43	160	29S	34W	3	29S34W3	SECTION 3: N/2 29S-34W	HASKELL	2
30041000	LEASE - OIL AND GAS	EQUAL ROYALTY COMPANY ET AL	JOE E DENHAM	5/10/1944	5	33	29S	34W	3	29S34W3	SECTION 3: N/2 29S-34W	HASKELL	38
66288001	LEASE - OIL AND GAS	J R THOMAS	J R THOMAS	11/2/1942	3	449	29S	34W	3	29S34W3	SECTION 3: N/2 29S-34W	HASKELL	38

**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
30059000 67298000	LEASE - OIL AND GAS	JAMES F MOYER AND WIFE ANNA MOYER	ALDEN W FOSTER	5/21/1934	2	192	29S	34W	34	29S34W34	29S-34W Sec. 34: NW/4 NE/4; SW/4 NE/4; NW/4; E/2 NE/4	HASKELL	2
30061000 67318000	LEASE - OIL AND GAS	M E THRELKELD AND J D THRELKELD HER HUSBAND	JOE E. DENHAM	8/9/1943	4	312	29S	34W	34	29S34W34	29S-34W Sec. 34: SW/4 SW/4; NW/4 SW/4; E/2 SW/4	HASKELL	2
30060000 67316000	LEASE - OIL AND GAS	C L HUXMAN AND FLORENCE HUXMAN HIS WIFE	UNITED PRODUCING COMPANY INC	2/26/1944	4	444	29S	34W	34	29S34W34	29S-34W Sec. 34: S/2 SW/4 SE/4; S/2 NW/4 SE/4; N/2 SW/4 SE/4; N/2 NW/4 SE/4; E/2 SE/4	HASKELL	2
30102002 67319002	LEASE - OIL AND GAS	JOHN J FLEET AND JUANICE FLEET HIS WIFE AND HAZEL T FLEET, EXECUTRIX OF THE ESTATE OF D F FLEET DECEASED	W B OSBORN	12/14/1944	6	260	29S	34W	35	29S34W35	29S-34W Sec. 35: E/2 W/2; E/2; NW/4 SW/4; SW/4 NW/4	HASKELL	2
30102001 67319001	LEASE - OIL AND GAS	CLARA VAIL A WIDOW; OLUIS H VAIL AND MYRA VAIL HIS WIFE ET AL	UNITED PRODUCING COMPANY INC	10/14/1944	5	287	29S	34W	35	29S34W35	29S-34W Sec. 35: SW/4 SW/4; NW/4 SW/4; NW/4 NW/4; E/2 W/2;	HASKELL	2
30102004 67319004	LEASE - OIL AND GAS	W B OSBORN AND JEWEL H OSBORN HIS WIFE	UNITED PRODUCING COMPANY INC	12/14/1946	7	585	29S	34W	35	29S34W35	29S-34W Sec. 35: NW/4 SW/4; SW/4 NW/4; NW/4 NW/4; E/2 W/2; E/2; SW/4 SW/4	HASKELL	2
30102003 67319003	LEASE - OIL AND GAS	EURONEX OIL COMPANY INC	W B OSBORN	5/25/1946	7	327	29S	34W	35	29S34W35	29S-34W Sec. 35: SW/4 SW/4; SW/4 NW/4; NW/4 SW/4; NW/4 NW/4; E/2 W/2; E/2	HASKELL	2

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

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concenate	Legal Description	County	Footnote
30045000	LEASE - OIL AND GAS	CHARLES KOENIG AND HULDAH KOENIG HIS WIFE, JOHN CARL KOENIG AND JULIA KOENIG HIS WIFE ET AL	UNITED PRODUCING COMPANY INC	3/15/1943	4	269	29S	34W	4	29S34W4	Sec. 4: SE/4 29S-34W	HASKELL	38
30046000	LEASE - OIL AND GAS	ALFRED J COLLINGWOOD AND EDNA COLLINGWOOD HIS WIFE	PANHANDLE EASTERN PIPE LINE CO	4/30/1942	3	344	29S	34W	4	29S34W4	Sec. 4: W/2 SW/4; E/2 SW/4 29S-34W	HASKELL	38
30044000	LEASE - OIL AND GAS	EDGAR M GREGG A SINGLE MAN	UNITED PRODUCING COMPANY INC	9/1/1943	4	348	29S	34W	4	29S34W4	Sec. 4: NW/4; NE/4 29S-34W	HASKELL	2
N/A	TERM MINERAL DEED	ANADARKO PETROLEUM CORPORATION	MERIT PARTNERS, L.P., ET AL EFFECTIVE 9/1/2004		181	674	29S	34W	4	29S34W4	Sec. 4: NW/4 29S-34W	HASKELL	2
30084000	LEASE - OIL AND GAS	ALFRED J COLLINGWOOD AND EDNA COLLINGWOOD HIS WIFE	PANHANDLE EASTERN PIPE LINE CO	4/30/1942	3	343	29S	34W	8	29S34W8	Sec. 8: NW/4; NE/4 29S-34W	HASKELL	2
30106000 67320000	LEASE - OIL AND GAS	NETTIE B BALES ET VIR	CITIES SERVICE OIL CO	11/6/1942	3	452	29S	34W	9	29S34W9	SECTION 9: N/2 NE/4, SW/4 NE/4 29S-34W	HASKELL	38
3007000	LEASE - OIL AND GAS	JOHN E SIDDENS A SINGLE MAN	ALDEN W FOSTER	5/14/1934	2	169	30S	34W	11	30S34W11	30S-34W Sec. 11: S/2	HASKELL	2

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Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
30096000	LEASE - OIL AND GAS	CHESTER BLACK AND LELAH BLACK HIS WIFE	ALDEN W FOSTER	5/1/1934	2	212	30S	34W	11		30S-34W Sec. 11: N/2	HASKELL	2
30058000 67307000	LEASE - OIL AND GAS	ILLINOIS BANKERS LIFE ASSURANCE COMPANY	UNITED PRODUCING COMPANY INC	6/28/1941	3	289	30S	34W	2		30S-34W Sec. 2: W/2 NW/4 NW/4	HASKELL	2
30035000	LEASE - OIL AND GAS	FLORENCE BELLE MOSBARGER AND G H MOSBARGER HER HUSBAND	THE DERBY OIL COMPANY	1/22/1941	3	235	30S	34W	27		30S-34W Sec. 27: NW/4	HASKELL	2
30038000	LEASE - OIL AND GAS	PAULINE MURPHY ET VIR	THE DERBY OIL COMPANY	1/22/1941	3	236	30S	34W	27		30S-34W Sec. 27: SW/4	HASKELL	2
30037000	LEASE - OIL AND GAS	JAMES W SMITH AND LIZZIE SMITH HIS WIFE	THE DERBY OIL COMPANY	1/28/1941	3	245	30S	34W	27		30S-34W Sec. 27: All that part of the SW/4 lying South and East of the North and West line of the right-of-way of the Dodge City and Cimarron Valley Railway Company as more particularly described in the lease.	HASKELL	2
30040000	LEASE - OIL AND GAS	EDWIN WARNER A SINGLE MAN	THE DERBY OIL COMPANY	1/21/1941	3	233	30S	34W	28		30S-34W Sec. 28: N/2 SE/4	HASKELL	2
30039000	LEASE - OIL AND GAS	A J BRYANT ET UX	THE DERBY OIL COMPANY	1/21/1941	3	234	30S	34W	28		30S-34W Sec. 28: NE/4	HASKELL	2
30036000	LEASE - OIL AND GAS	L O STANLEY ET UX	THE DERBY OIL COMPANY	1/24/1941	3	195	30S	34W	28		30S-34W Sec. 28: S/2 SE/4	HASKELL	2
30099000 67309000	LEASE - OIL AND GAS	EDWIN P SMITH AND CHARLOTTE M SMITH HIS WIFE	UNITED PRODUCING COMPANY INC	9/21/1942	3	248	30S	34W	3		30S-34W Sec. 3: Lots 1 and 2; SE/4 NE/4; SW/4 NE/4	HASKELL	2

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Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
30107000	LEASE - OIL AND GAS	A R SWINDLER AND ANNA SWINDLER	THE UNION OIL & ROYALTY COMPANY	9/28/1931	1	298	30S	34W	3	30S34W3	30S-34W Sec. 3: SW/4 SW/4; SE/4 SW/4; NW/4 SW/4	HASKELL	2
30091000 67300000	LEASE - OIL AND GAS	J W ONIONS AND EARL AMES EXECUTORS AND TRUSTEES UNDER THE LAST WILL AND TESTAMENT OF GRANT BLACK AKA U DECEASED	UNITED PRODUCING COMPANY INC	7/1/1944	6	3	30S	34W	3	30S34W3	30S-34W Sec. 3: SW/4 NE/4 SE/4; W/2 SW/4 SE/4; SW/4 NW/4; SE/4 SW/4 SE/4; SE/4 NW/4 SE/4; SW/4 NW/4 SE/4; NW/4 NW/4 SE/4; NE/4 NW/4 SE/4; NE/4 NW/4 SE/4; NW/4 NW/4 SE/4; NE/4 NW/4 SE/4; NE/4 NW/4 SE/4	HASKELL	2
30098000 67308000	LEASE - OIL AND GAS	J J WALTON AND MARY ADITH WALTON HIS WIFE	UNITED PRODUCING COMPANY INC	9/10/1942	3	406	30S	34W	4	30S34W4	30S-34W Sec. 4: N/2 NW/4 SE/4; SW/4 NE/4; S/2 SW/4 NE/4; S/2 NW/4 SE/4; NW/4 NE/4; NW/4 NE/4; NW/4 NE/4; N/2 SW/4 SE/4; E/2 SE/4; N/2 SW/4 NE/4	HASKELL	2
30095000	LEASE - OIL AND GAS	H P ROONEY AND MARGUERITE ROONEY HIS WIFE	ALDEN W FOSTER	5/28/1934	2	175	30S	34W	5	30S34W5	30S-34W Sec. 5: SW/4	HASKELL	2
30094000 67302000	LEASE - OIL AND GAS	H P ROONEY AND MARGUERITE ROONEY HIS WIFE	ALDEN W FOSTER	5/28/1934	2	174	30S	34W	5	30S34W5	30S-34W Sec. 5: SE/4 SE/4; NE/4 SE/4; E/2 SE/4	HASKELL	2
30092000 67301000	LEASE - OIL AND GAS	H P ROONEY AND MARGUERITE ROONEY HIS WIFE	ALDEN W FOSTER	5/28/1934	2	172	30S	34W	5	30S34W5	30S-34W Sec. 5: NE/4	HASKELL	2
30093000	LEASE - OIL AND GAS	H P ROONEY AND MARGUERITE ROONEY HIS WIFE	ALDEN W FOSTER	5/28/1934	2	173	30S	34W	5	30S34W5	30S-34W Sec. 5: NW/4	HASKELL	2

**FOOTNOTES**

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

INSOFAR AND ONLY INSOFAR AS SAID CONTRACT COVERS THE RIGHTS BELOW THE TOP OF THE WABUNSEE GROUP WHICH OCCURS AT 3,352 FT ON THE AVALON ENERGY CULISON #3 7 (API 15 189 21385) SECTION 3, T-31-S, R-35 WEST WHICH CORRELATES TO 3,660 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 WELL (API #350072103) LOCATED IN SECTION 9-5N-21ECM, BEAVER COUNTY, OKLAHOMA

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5													
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10											THE WINDSOR C 1 WELL (API #3500724065) LOCATED IN SECTION 9-5N-20E2CM, BEAVER COUNTY, OKLAHOMA		
11											LESS AND EXCEPT THE BI POOL ENHANCED RECOVERY UNIT. FORMED AND GOVERNED BY THAT CERTAIN PLAN OF UNITIZATION FOR THE DEVELOPMENT AND OPERATION OF THE BI POOL ENHANCED RECOVERY UNIT, BEAVER COUNTY, OKLAHOMA, EFFECTIVE AS OF MAY 1, 1997, AS DEFINED IN ORDER NO. 410690 (CAUSE CD NO. 960002866) ISSUED BY THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA.		
12											LIMITED TO THE MORROW FORMATION AS ENCOUNTERED BETWEEN THE DEPTHS OF 6504' AND 6888' BELOW THE SURFACE AND THE STRATIGRAPHIC EQUIVALENTS THEREOF AND THE ENTIRE CHESTER FORMATION AS ENCOUNTERED BETWEEN THE DEPTHS OF 6888' AND 7380' AND THE STRATIGRAPHIC EQUIVALENTS THEREOF AS DEFINED IN THE DIL-SPL LOG OF THE LEROY #1-31 WELL LOCATED IN THE SW/4 SW/4 OF SECTION 31-4N-22E2CM.		
13											LIMITED IN DEPTH FROM BELOW THE BASE OF THE CHASE FORMATION AS DEFINED IN FOOTNOTE 3 TO THE BASE OF THE CHESTER FORMATION WHICH IS ENCOUNTERED AT A DEPTH OF 7380' AS DEFINED IN THE DIL OF THE LEROY #1-31 WELL LOCATED IN THE SW/4 SW/4 OF SECTION 31-4N-22E2CM.		
14											LESS AND EXCEPT THE HITCH UNIT. WELLS CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS		

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16													
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Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
20													
		LESS AND EXCEPT THE GUTTRIDGE 2B WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS											
21													
		LESS AND EXCEPT THE LENEHAN A-1 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS											
22													
		LESS AND EXCEPT THE MAYBERRY B-1 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 264, PAGE 559 OF THE RECORDS OF STEVENS COUNTY, KANSAS											
23													
		LESS AND EXCEPT THE NORDIKE 1 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 264, PAGE 559 OF THE RECORDS OF STEVENS COUNTY, KANSAS											
24													
		LESS AND EXCEPT THE BANE 1-H WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 264, PAGE 559 OF THE RECORDS OF STEVENS COUNTY, KANSAS											
25													
		LESS AND EXCEPT THE MOORHEAD D-1 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 264, PAGE 559 OF THE RECORDS OF STEVENS COUNTY, KANSAS											

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26											SAYD LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE BOALDIN B WELL (API #3513922569) LOCATED IN SECTION 16-6N-10ECM, TEXAS COUNTY, OKLAHOMA		
27											SAYD LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE OKLAHOMA STATE 1 2 WELL (API #3513921276) LOCATED IN SECTION 36-6N-12ECM, TEXAS COUNTY, OKLAHOMA		
28											INSOFAR AS AND ONLY INSOFAR AS SAYD 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-17BCM, TEXAS COUNTY, OKLAHOMA		
29											SAYD LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE OGLE 1 WELL (API #3513935676) LOCATED IN SECTION 11-5N-12ECM, TEXAS COUNTY, OKLAHOMA		
30											SAYD LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE SHIELDS WELL (API #351321555) LOCATED IN SECTION 5-4N-14ECM, TEXAS COUNTY, OKLAHOMA		

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31													
		SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE BONNER A WELL (API #351392112) LOCATED IN SECTION 9-4N-14ECM, 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-14ECM, 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-12ECM, 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-12ECM, TEXAS COUNTY, OKLAHOMA											

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36			#1 WELL (API #3513921119) AND THE REST B-1 WELL (API #3513922729) LOCATED IN SECTION 5-3N-14ECM, TEXAS COUNTY, OKLAHOMA										
37			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 INITIATION FOR THE DEVELOPMENT AND OPERATION OF THE STRURUP ENHANCED RECOVERY UNIT, COUNTY OF MORTON, STATE OF KANSAS, ENTERED INTO AS OF THE 31ST DATE OF JANUARY, 2003. THE UNITED INTERVAL FOR THE STRURUP ENHANCED RECOVERY UNIT IS THE UPPER MORROW FORMATION AS IDENTIFIED BY THE LOG RUN IN THE ANADARKO PETROLEUM CORPORATION USA AC NO. 1 WELL, LOCATED IN THE NE/4 NW/4, OF SECTION 11, TOWNSHIP 33 SOUTH, RANGE 40 WEST, MORTON COUNTY KANSAS, WITH THE TOP OF THE UNITED FORMATION BEING FOUND AT A DEPTH OF 5,340 FEET AND THE BASE OF THE UNITED FORMATION BEING FOUND AT A DEPTH OF 5,463 FEET AS SHOWN ON THE HALLBURTON DUAL INDUCTION LATERALOG DATED DECEMBER 1, 1992. ASSIGNOR IS RETAINING ALL NON-UNITIZED AGREEMENTS, WELLS AND INTERVALS INSOFAR AS THE DEPTHS FROM THE SURFACE TO THE TOP OF THE UNITIZED INTERVAL.										

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38		INSOFAR AND ONLY INSOFAR AS THE LEASE OR AGREEMENT IS INCLUDED WITHIN THE EUBANK NORTH UNIT, FORMED AND GOVERNED BY THAT CERTAIN UNIT AGREEMENT AND PLAN OF UNITIZATION FOR THE DEVELOPMENT AND OPERATION OF THE EUBANK NORTH UNIT AND EFFECTIVE AS OF DECEMBER 1, 2003; CERTIFICATE OF KANSAS CORPORATION COMMISSION AS TO ESTABLISHMENT OF A UNIT AREA UNDER UNITIZATION ORDER, DOCKET NO. 04-CONS-049 CUNI, DATED DECEMBER 16, 2003, RECORDED IN VOLUME 168, PAGE 655, HASKELL COUNTY, KANSAS. THE FORMATION UNITIZED IS THAT PORTION OF THE MORROW FORMATION ENCOUNTERED BETWEEN THE DEPTHS OF 5,130 AND 5,334 FEET AND THAT PORTION OF THE CHESTER FORMATION ENCOUNTERED BETWEEN THE DEPTHS OF 5,334 FEET AND 5,544 FEET. ASSIGNOR IS RETAINING ALL NON-UNITIZED AGREEMENTS, WELLS AND INTERVALS INSOFAR AS THE DEPTHS FROM THE SURFACE TO THE TOP OF THE UNITIZED INTERVAL.											
39		LESS AND EXCEPT ALL RIGHTS ACQUIRED EFFECTIVE JANUARY 1, 2014 IN THE FOLLOWING DEED OF CONVEYANCE AND ASSIGNMENT AND BILL OF SALE FROM OXY USA WTP LP, ET AL, AS SELLER, AND MERIT HUGOTON, L.P., AS BUYER, RECORDED IN SEPARATE DOCUMENTS IN BOOK 315 ON PAGE 605, BOOK 316 ON PAGE 247, BOOK 323 ON PAGE 556, BOOK 326 ON PAGE 513 IN THE RECORDS OF FINNEY COUNTY, KANSAS.											

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LESS AND EXCEPT ALL RIGHTS ACQUIRED EFFECTIVE JANUARY 1, 2014 IN THE FOLLOWING DEED OF CONVEYANCE AND ASSIGNMENT AND BILL OF SALE FROM OXY USA WTP LP, ET AL, AS SELLER, AND MERIT HUGOTON, L.P., AS BUYER, RECORDED IN SEPARATE DOCUMENTS IN BOOK 260 AT PAGE 346, BOOK 261, AT PAGE 153, BOOK 270 AT PAGE 660, BOOK 270 AT PAGE 672, KEARNY COUNTY, KANSAS



Exhibit A-1 - Wells and Units

to Assignment, Conveyance and Bill To Sale between

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

API	FIELD	WELL NAME	ACCT. CODE	WI BO	NRI BPO	WI APO	NRI APO	ST	COUNTY	SEC	TWP	RNG	QTR-QTR	Operator
1508120361	EUBANK	CHARLES 1-12 (MORROW)	A	APCULYES	1.000000	0.875000	SAME	KS	HASKELL	12	29S	34W		MORROW
1508120367	KOENIG	CHARLES 2-12	A	APCULYES	1.000000	0.875000	SAME	KS	HASKELL	12	29S	34W		Merit Energy Company LLC
1508121355	EUBANK	CLAWSON C-3 (LANISING F)	A	APCULYES	1.000000	0.875000	SAME	KS	HASKELL	4	29S	34W		LANISING
1508121356	EUBANK	CLAWSON C-4 (LANISING A)	A	APCULYES	1.000000	0.875000	SAME	KS	HASKELL	4	29S	34W		LANISING A
1508110194	EUBANK	COLLINGWOOD, A15	A	APCULYES	1.000000	0.882786	SAME	KS	HASKELL	4	29S	34W		MORROW
1508120210	EUBANK	DICKERSON 1-33 (SWD)	A	APCULYES	1.000000	N/A	SAME	KS	HASKELL	33	29S	34W		LANISING
1508120945	KOENIG	ENU 10-1	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	10	29S	34W		Merit Energy Company LLC
1508120928	EUBANK	ENU 10-2	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	10	29S	34W		Merit Energy Company LLC
1508121103	EUBANK	ENU 1-1	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	28	29S	34W		Merit Energy Company LLC
1508121518	EUBANK	ENU 12-1	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	3	29S	34W		Merit Energy Company LLC
1508120967	EUBANK	ENU 12-2	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	3	29S	34W		Merit Energy Company LLC
1508121515	EUBANK	ENU 12-3	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	3	29S	34W		Merit Energy Company LLC
1508120330	EUBANK	ENU 13-1	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	3	29S	34W		Merit Energy Company LLC
1508110039	EUBANK	ENU 13-2	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	3	29S	34W		Merit Energy Company LLC
1508120292	EUBANK	ENU 14-1	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	34	28S	34W		Merit Energy Company LLC
1508110011	EUBANK	ENU 14-2	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	34	28S	34W		Merit Energy Company LLC
1508121514	EUBANK	ENU 14-3	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	34	28S	34W		Merit Energy Company LLC
1508121502	EUBANK	ENU 15-1	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	34	28S	34W		Merit Energy Company LLC
1508100172	EUBANK	ENU 17-1	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	34	28S	34W		Merit Energy Company LLC
1508121504	EUBANK	ENU 17-2	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	34	28S	34W		Merit Energy Company LLC
1508121506	EUBANK	ENU 17-3	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	34	28S	34W		Merit Energy Company LLC
1508120635	EUBANK	ENU 19-1	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	27	28S	34W		Merit Energy Company LLC
1508121136	EUBANK	ENU 2-1	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	28	29S	34W		Merit Energy Company LLC
1508121044	EUBANK	ENU 3-1	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	21	29S	34W		Merit Energy Company LLC
1508121519	EUBANK	ENU 3-1R	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	21	29S	34W		Merit Energy Company LLC
1508121005	EUBANK	ENU 3-2	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	21	29S	34W		Merit Energy Company LLC
1508121508	EUBANK	ENU 3-3	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	21	29S	34W		Merit Energy Company LLC
1508121000	EUBANK	ENU 3-4	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	21	29S	34W		Merit Energy Company LLC
1508120986	EUBANK	ENU 3-5	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	21	29S	34W		Merit Energy Company LLC
1508121511	EUBANK	ENU 3-6	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	21	29S	34W		Merit Energy Company LLC
1508121888	EUBANK	ENU 4-1	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	22	29S	34W		Merit Energy Company LLC
1508120974	EUBANK	ENU 6-1	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	16	29S	34W		Merit Energy Company LLC
1508120930	EUBANK	ENU 6-2	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	16	29S	34W		Merit Energy Company LLC
1508120917	EUBANK	ENU 6-3	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	16	29S	34W		Merit Energy Company LLC
1508120955	EUBANK	ENU 6-4	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	16	29S	34W		Merit Energy Company LLC
1508120941	EUBANK	ENU 8-1	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	9	29S	34W		Merit Energy Company LLC
1508120919	EUBANK	ENU 8-3	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	9	29S	34W		Merit Energy Company LLC
1508120891	EUBANK	ENU 8-4	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	9	29S	34W		Merit Energy Company LLC
1508120940	KOENIG	ENU 8-6	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	9	29S	34W		Merit Energy Company LLC
1508120973	EUBANK	ENU 8-7	A	EUBANK	0.872999	0.7762978	SAME	KS	Haskell	9	29S	34W		Merit Energy Company LLC
1508120800	EUBANK	GILES 1-27	A	NHAPCOBO	0.000000	0.118100	SAME	KS	HASKELL	27	29S	34W		CHESTER
1508120890	EUBANK	GILES 2-27	A	NHUGO80	0.241250	0.258000	SAME	KS	HASKELL	27	29S	34W		CHESTER
1508121289	EUBANK	GREENG-F-10 (ATOKA)	A	APCULYES	1.000000	0.890586	SAME	KS	HASKELL	4	29S	34W		ATOKA
1508121290	EUBANK	GREENG-F-11 (MORROW)	A	APCULYES	1.000000	0.890586	SAME	KS	HASKELL	4	29S	34W		MORROW
1508121291	EUBANK	GREENG-F-12 (CHESTER)	A	APCULYES	1.000000	0.890586	SAME	KS	HASKELL	4	29S	34W		CHESTER
1508121284	EUBANK	GREENG-F-8 (LANISING)	A	APCULYES	1.000000	0.890586	SAME	KS	HASKELL	4	29S	34W		LANISING
1508121108	EUBANK	GREENG-F-7 (ATOKA)	A	APCULYES	1.000000	0.882786	SAME	KS	HASKELL	4	29S	34W		ATOKA
1508121117	EUBANK	GREENG-F-9 (KANSAS CITY A)	A	APCULYES	1.000000	0.890586	SAME	KS	HASKELL	4	29S	34W		KANSAS CITY
1508100567	EUBANK	GREENG, EM 2	A	APCULYES	1.000000	0.890586	SAME	KS	HASKELL	4	29S	34W		LANISING
1508110200	EUBANK	GREENG, EM 3 (SWD)	A	APCULYES	1.000000	N/A	SAME	KS	HASKELL	4	29S	34W		TOPEKA
1508110203	EUBANK	GREENG, EM 6 (GAS) LANISING B	A	APCULYES	1.000000	0.882787	SAME	KS	HASKELL	4	29S	34W		LANISING B



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

API	FIELD	WELL NAME	A/CCT CODE	WI BPO	NRI BPO	WI APO	NRI APO	ST	COUNTY	SEC	TWP	RNG	QTR-QTR	Reservoir	OPERATOR
1508121071	EUBANK SOUTHEAST	SOUTH EUBANK WATERFLOOD A-2 (A/K/A LEATHERS LAND A-2)	A_NHARCOBO	0.138641	0.173004	SAME	SAME	KS	HASKELL	10	30S	34W	N SE SE NW		EDISON OPERATING COMPANY LLC
1508121076	EUBANK SOUTH	SOUTH EUBANK WATERFLOOD A-3	A_NHARCOBO	0.138641	0.173004	SAME	SAME	KS	HASKELL	10	30S	34W	CHESTER/MORROW		EDISON OPERATING COMPANY LLC
1508121078	EUBANK	SOUTH EUBANK WATERFLOOD A-4 (A/K/A MURPHY D-4)	A_NHARCOBO	0.138641	0.173004	SAME	SAME	KS	HASKELL	34	29S	34W			EDISON OPERATING COMPANY LLC
1508120852	EUBANK	SW COLLEGE A-1	A	1.000000	0.875000	SAME	SAME	KS	HASKELL	26	29S	34W	CHESTER		MERIT ENERGY COMPANY LLC
1508120972	EUBANK	SW COLLEGE A-2	A	1.000000	0.875000	SAME	SAME	KS	HASKELL	26	29S	34W	BASEL CHESTER		MERIT ENERGY COMPANY LLC
1508100058	EUBANK	UNLES TG 2 (SWD)	A	1.000000	N/A	SAME	SAME	KS	HASKELL	17	29S	34W	LANSING		MERIT ENERGY COMPANY LLC
1508121408	MICROY	WEEKS FARM A-1	A	1.000000	0.875000	SAME	SAME	KS	HASKELL	11	30S	34W	NE SW SW		MERIT ENERGY COMPANY LLC
1508121509	EUBANK	WEEKS FARM A-2	A	1.000000	0.875000	SAME	SAME	KS	HASKELL	11	30S	34W	NENE NW		MERIT ENERGY COMPANY LLC
1508120260	EUBANK	WHITE 1-10 (KANSAS CITY)	A	1.000000	0.875000	SAME	SAME	KS	HASKELL	10	29S	34W	KANSAS CITY		MERIT ENERGY COMPANY LLC
1508120260	EUBANK	WHITE 1-10 (MORROW)	A	1.000000	0.875000	SAME	SAME	KS	HASKELL	10	29S	34W	UPPER MORROW		MERIT ENERGY COMPANY LLC
1508120855	EUBANK	WHITE C-6 (LANSING A)	A	1.000000	0.875000	SAME	SAME	KS	HASKELL	10	29S	34W	LANSING A		MERIT ENERGY COMPANY LLC
1508120854	KOENIG	YUNCKER B-2	A	1.000000	0.875000	SAME	SAME	KS	HASKELL	14	29S	34W	MARMATON		MERIT ENERGY COMPANY LLC
1508120190	KOENIG	YUNCKER 2-14 (MARMATON)	A	1.000000	0.875000	SAME	SAME	KS	HASKELL	14	29S	34W	MARMATON		MERIT ENERGY COMPANY LLC
1508120207	EUBANK	YUNCKER 3-14	A	1.000000	0.875000	SAME	SAME	KS	HASKELL	14	29S	34W	MORROW		MERIT ENERGY COMPANY LLC
1508120224	KOENIG	YUNCKER 4-14 (KANSAS CITY)	A	1.000000	0.875000	SAME	SAME	KS	HASKELL	14	29S	34W	KANSAS CITY		MERIT ENERGY COMPANY LLC
1508120233	KOENIG	YUNCKER 5-14	A	1.000000	0.875000	SAME	SAME	KS	HASKELL	14	29S	34W	MARMATON		MERIT ENERGY COMPANY LLC
1508120235	KOENIG	YUNCKER 6-14	A	1.000000	0.875000	SAME	SAME	KS	HASKELL	14	29S	34W	MORROW		MERIT ENERGY COMPANY LLC
1508120846	EUBANK	YUNCKER A-8 (MARMATON)	A	1.000000	0.875000	SAME	SAME	KS	HASKELL	14	29S	34W	MARMATON		MERIT ENERGY COMPANY LLC
1508121350	KOENIG	YUNCKER A-9	A	1.000000	0.875000	SAME	SAME	KS	HASKELL	14	29S	34W	multiple		MERIT ENERGY COMPANY LLC
1508120909	EUBANK	YUNCKER B-3	A	1.000000	0.875000	SAME	SAME	KS	HASKELL	14	29S	34W	CHESTER		MERIT ENERGY COMPANY LLC
1508121383	EUBANK	YUNCKER C-1 (MORROW)	A	1.000000	0.875000	SAME	SAME	KS	HASKELL	15	29S	34W	MORROW		MERIT ENERGY COMPANY LLC
1508120916	EUBANK	STANTON A-2	A	1.000000	0.875000	SAME	SAME	KS	HASKELL	14	29S	34W	MARMATON		MERIT ENERGY COMPANY LLC