

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
July 2014

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

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

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

Check Applicable Boxes:

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

Field Name: _____

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

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

_____ Sec. _____ Twp. _____ R. _____ E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

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

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

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

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

Oil / Gas Purchaser: _____

Date: _____

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

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

Date: _____
Authorized Signature

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

Date: _____
Authorized Signature

DISTRICT _____	EPR _____	PRODUCTION _____	UIC _____
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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	_____	_____
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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	_____	_____
_____	_____	_____ 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.

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 KEARNY

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CONVEYANCE, ASSIGNMENT AND BILL OF SALE

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

WITNESSETH:

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

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

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

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

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

(i) All Imbalances;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(q) any offices or office leases;

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

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

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

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

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

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

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

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

3. **Disclaimers.**

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Pages Follow]

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

ASSIGNOR :

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

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

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

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

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

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

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

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

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

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

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

MERIT ENERGY PARTNERS H, L.P.

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

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

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

MERIT ENERGY PARTNERS I, L.P.

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

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

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

MERIT ENERGY PARTNERS J, L.P.

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

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

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

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

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

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

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

MERIT ENERGY COMPANY, LLC

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

MMGJ ARKANSAS, LLC

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

ASSIGNEE:

PANHUGOTON PARTNERS LLC

By: Jason Herrick
Name: Jason Herrick
Title: President

STATE OF TEXAS §
 §
 §
COUNTY OF DALLAS §

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

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



Stephanie Lott

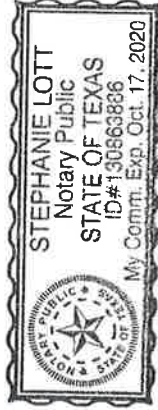
Notary Public

My Commission Expires: _____

STATE OF TEXAS §
 §
 §
COUNTY OF DALLAS §

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

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



Stephanie Lott

Notary Public

My Commission expires _____

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

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

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

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

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

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

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

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

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

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66429000	LEASE - OIL AND GAS	RICHARD LANDON	CITIES SERVICE OIL COMPANY	10/23/1957	16	229	24S	35W	11	24S35W11	COMM AT A POINT ON THE N SEC LINE OF SEC 11-24S-35W, OF 6TH PM AND 1200 FTE OF THE NW/4 OF SAID SEC, TH S 1331 FT TO THE POB, TH W AT RIGHT ANGLES 150 FT, TH S AT RIGHT ANGLES 100 FT, TH E 150 FT, TH N 100 FT TO THE POB, CONT .35 ACRES, M/L SEC 11-24S-35W, KEARNY CO	KEARNY	
66430000	LEASE - OIL AND GAS	MILTON CLAIR ET UX	CITIES SERVICE OIL COMPANY	10/22/1947	16	230	24S	35W	11	24S35W11	A TR OF UNPLATTED LAND LYING IN THE NW/4 OF SEC 11-24S-35W, OF THE 6TH PMIN THE TOWN OF DEERFIELD, KANSAS, DESCR AS FOLLOWS. TO-WIT: BEG AT A POINT WHICH IS THE INTERSECTION OF THE E LINE OF MAIN ST AND THE N LINE OF 10TH AVE OF THE PLATTED TOWN OF DEERFIELD, KANSAS, TH N 19 DEGS 45' W 132 FT, TH N 49 DEGS 05' E 214.5 FT, TH S 19 DEGS 45' E 209.5 FT, TH S 70 DEGS 15' W 200 FT TO THE POB, CONT .78 ACS, M/L SEC 11-24S-35W, KEARNY CO	KEARNY	

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

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

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

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concise	Legal Description	County	Footnote
66434000	LEASE - OIL AND GAS	ANICE DICKENS	CITIES SERVICE OIL COMPANY	4/15/1949	18	389	24S	35W	11	24S35W11	BEING ALL THAT PART OF S/2SW/4 SEC 11-24S-35W, LYING N OF THE SANTA FE RIGHT OF WAY IN THE TOWN OF DEERFIELD, KANSAS, KEARNY CO	KEARNY	
66435000	LEASE - OIL AND GAS	ARNOLD C. KETTLER	CITIES SERVICE OIL COMPANY	5/26/1949	18	578	24S	35W	11	24S35W11	NW 1 AC OF NW/4 SEC 11-24S-35W, KEARNY CO	KEARNY	

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

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

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

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

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

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

FOOTNOTES

INSOFAR AND ONLY INSOFAR AS SAID CONTRACT COVERS RIGHTS BELOW THE BASE OF THE MISSOURIAN FORMATION AS DEFINED BY THE BASE OF THE PLEASANTON SHALE WHICH OCCURS AT 4,240 FT ON THE KANSAS GEOLOGICAL SOCIETY TYPE LOG FOR MORTON COUNTY, KS 1966 (PANHANDLE EASTERN PIPELINE COMPANY GOING NO. 2 SEC 35 32S-41W).

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2											INSOFAR AND ONLY INSOFAR AS SAID CONTRACT COVERS THE RIGHTS BELOW THE TOP OF THE WABAUWSEE GROUP WHICH OCCURS AT 3,352 FT ON THE AVALON ENERGY CURLISSON #3 7 (API 15 189 21385) SECTION 3, T-31-S, R-35 WEST WHICH CORRELATES TO 3,360 OF THE KANSAS GEOLOGICAL SOCIETY TYPE LOG FOR THE STEVENS, GRANT, SEWARD AND HASKELL COUNTIES 1966 (MOBIL UNITED PRODUCTION WM 1 CUTTER NO. 1 SEC 1, T31S R36W STEVENS COUNTY KANSAS)		
3											FOOTNOTE #3- INSOFAR AS AND ONLY INSOFAR AS SAID CONTRACT COVERS RIGHTS BELOW THE BASE OF THE CHASE GROUP, WHICH OCCURS AT 2680 FT. IN THE CROSS TIMBERS OPERATING CO. TARRANT #2-22 (API #3513922839) IN SECTION 22-6N-17ECM, TEXAS COUNTY, OKLAHOMA		
4											FOOTNOTE #4- SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE FRANZ 1-9 WELL (API #3500722103) LOCATED IN SECTION 9-5N-21ECM, BEAVER COUNTY, OKLAHOM		
5											FOOTNOTE #5- SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE JOHNSON D-1 WELL (API #3500724810) LOCATED IN SECTION 2-4N-21ECM, BEAVER COUNTY, OKLAHOMA		

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6													
		FOOTNOTE #6- SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE LILLIE WELL (API #3500722976) LOCATED IN SECTION 21-3N-22ECM, BEAVER COUNTY, OKLAHOMA											
7													
		FOOTNOTE #7- SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE PETERS A1 WELL (API #3500721643) LOCATED IN SECTION 10-5N-20ECM, BEAVER COUNTY, OKLAHOMA											
8													
		FOOTNOTE #8- FORCE POOLED INTEREST ONLY											
9													
		FOOTNOTE #9- SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE JOHNSON C1 WELL (API #3500724330) LOCATED IN SECTION 23-5N-21ECM, BEAVER COUNTY, OKLAHOMA											
10													
		FOOTNOTE #10- SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE WINDSOR C 1 WELL (API #3500724065) LOCATED IN SECTION 9-5N-20ECM, BEAVER COUNTY, OKLAHOMA											

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11													
		<p>LESS AND EXCEPT THE B1 POOL ENHANCED RECOVERY UNIT, FORMED AND GOVERNED BY THAT CERTAIN PLAN OF UNITIZATION FOR THE DEVELOPMENT AND OPERATION OF THE B1 POOL ENHANCED RECOVERY UNIT, BEAVER COUNTY, OKLAHOMA, EFFECTIVE AS OF MAY 1, 1997, AS DEFINED IN ORDER NO. 410690 (CAUSE CD NO. 960002866) ISSUED BY THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA.</p>											
12													
		<p>LIMITED TO THE MORROW FORMATION AS ENCOUNTERED BETWEEN THE DEPTHS OF 6504' AND 6888' BELOW THE SURFACE AND THE STRATIGRAPHIC EQUIVALENTS THEREOF AND THE ENTIRE CHESTER FORMATION AS ENCOUNTERED BETWEEN THE DEPTHS OF 6888' AND 7380' AND THE STRATIGRAPHIC EQUIVALENTS THEREOF AS DEFINED IN THE DIL-SFL LOG OF THE LEROY 1-31 WELL LOCATED IN THE SW SW OF SECTION 31-4N-22E6M.</p>											
13													
		<p>LIMITED IN DEPTH FROM BELOW THE BASE OF THE CHASE FORMATION AS DEFINED IN FOOTNOTE 3 TO THE BASE OF THE CHESTER FORMATION WHICH IS ENCOUNTERED AT A DEPTH OF 7380' AS DEFINED IN THE DIL OF THE LEROY #1-31 WELL LOCATED IN THE SW/4 SW/4 OF SECTION 31-4N-22E6M.</p>											
14													
		<p>LESS AND EXCEPT THE HITCH UNIT. WELLS CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN SEWARD COUNTY, KANSAS</p>											
15													
		<p>LESS AND EXCEPT THE GUTTRIDGE F3 WELL AND THE RTZOLD UNIT SOUTH 5-4 AND 4-3 WELLS CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS</p>											

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16													
		LESS AND EXCEPT THE MAXWELL B-2 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS											
17													
		LESS AND EXCEPT THE BROWN APC B-1 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS											
18													
		LESS AND EXCEPT THE MCGILL A-2-10 AND A-3-10 WELLS CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS											
19													
		LESS AND EXCEPT THE ALEXANDER A2 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS											
20													
		LESS AND EXCEPT THE GUTTRIDGE 2B WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS											

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21													
		LESS AND EXCEPT THE LEMNHAN A-1 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS											
22													
		LESS AND EXCEPT THE MAYBERRY B-1 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 264, PAGE 559 OF THE RECORDS OF STEVENS COUNTY, KANSAS											
23													
		LESS AND EXCEPT THE NORDIKE 1 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 264, PAGE 559 OF THE RECORDS OF STEVENS COUNTY, KANSAS											
24													
		LESS AND EXCEPT THE BANE 1-H WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 264, PAGE 559 OF THE RECORDS OF STEVENS COUNTY, KANSAS											
25													
		LESS AND EXCEPT THE MOORHEAD D-1 WELL CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 264, PAGE 559 OF THE RECORDS OF STEVENS COUNTY, KANSAS											
26													
		SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE BOALDWIN B WELL (API #3513922569) LOCATED IN SECTION 16-6N-10E3CM, TEXAS COUNTY, OKLAHOMA											

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27											SAD LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE OKLAHOMA STATE 1.2 WELL (API #3513921276) LOCATED IN SECTION 36-6N-12ECM, TEXAS COUNTY, OKLAHOMA		
28											INSOFAR AS AND ONLY INSOFAR AS SAID CONTRACT COVERS RIGHTS BELOW THE BASE OF THE CHASE GROUP, WHICH OCCURS AT 2680 FT. IN THE GROSS TIMBERS OPERATING CO. TARRANT #2-22 (API #3513922839) IN SECTION 22-6N-17ECM, TEXAS COUNTY, OKLAHOMA		
29											SAD LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE OGLE 1 WELL (API #3513935676) LOCATED IN SECTION 11-5N-12ECM, TEXAS COUNTY, OKLAHOMA		
30											SAD LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE SHIELDS WELL (API #351321555) LOCATED IN SECTION 5-4N-14ECM, TEXAS COUNTY, OKLAHOMA		
31											SAD LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE BONNER A WELL (API #3513921121) LOCATED IN SECTION 9-4N-14ECM, TEXAS COUNTY, OKLAHOMA		

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32													
		SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE INTERSTATE H WELL (API #3519930052) LOCATED IN SECTION 7-4N-14E04, TEXAS COUNTY, OKLAHOMA											
33													
		FORCE POOLED INTEREST ONLY											
34													
		SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE RICH A #2 WELL (API #351924107) LOCATED IN SECTION 1-3N-12E04, TEXAS COUNTY, OKLAHOMA											
35													
		SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE SHAFER M #1 WELL (API #351924125) LOCATED IN SECTION 13-4N-12E04, TEXAS COUNTY, OKLAHOMA											
36													
		SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE CLAWSON A #1 WELL (API #351921119) AND THE REUST B-1 WELL (API #351922729) LOCATED IN SECTION 5-3N-14E04, TEXAS COUNTY, OKLAHOMA											

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37													

INSOFAR AND ONLY INSOFAR AS THE LEASE OR AGREEMENT IS INCLUDED WITHIN THE STIRUP ENHANCED RECOVERY UNIT, FORMED AND GOVERNED BY THAT CERTAIN UNIT AGREEMENT AND PLAN OF UNITIZATION FOR THE DEVELOPMENT AND OPERATION OF THE STIRUP ENHANCED RECOVERY UNIT, COUNTY OF MORTON, STATE OF KANSAS, ENTERED INTO AS OF THE 31ST DATE OF JANUARY, 2003. THE UNITIZED INTERVAL FOR THE STIRUP ENHANCED RECOVERY UNIT IS THE UPPER MORROW FORMATION AS IDENTIFIED BY THE LOG RUN IN THE ANADARKO PETROLEUM CORPORATION USA AC NO. 1 WELL, LOCATED IN THE NE/4 NW/4, OF SECTION 11, TOWNSHIP 33 SOUTH, RANGE 40 WEST, MORTON COUNTY KANSAS, WITH THE TOP OF THE UNITIZED FORMATION BEING FOUND AT A DEPTH OF 5,340 FEET AND THE BASE OF THE UNITIZED FORMATION BEING FOUND AT A DEPTH OF 5,463 FEET AS SHOWN ON THE HALLIBURTON DUAL INDUCTION LATERAL LOG DATED DECEMBER 1, 1992. ASSIGNOR IS RETAINING ALL NON-UNITIZED AGREEMENTS, WELLS AND INTERVALS INSOFAR AS THE DEPTHS FROM THE SURFACE TO THE TOP OF THE UNITIZED INTERVAL.

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39													

INSOFAR AND ONLY INSOFAR AS THE LEASE OR AGREEMENT IS INCLUDED WITHIN THE EUBANK NORTH UNIT, FORMED AND GOVERNED BY THAT CERTAIN UNIT AGREEMENT AND PLAN OF UNITIZATION FOR THE DEVELOPMENT AND OPERATION OF THE EUBANK NORTH UNIT AND EFFECTIVE AS OF DECEMBER 1, 2003; CERTIFICATE OF KANSAS CORPORATION COMMISSION AS TO ESTABLISHMENT OF A UNIT AREA UNDER UNITIZATION ORDER, DOCKET NO. 04-CONS-049 CUNI, DATED DECEMBER 16, 2003, RECORDED IN VOLUME 168, PAGE 655, HASKELL COUNTY, KANSAS. THE FORMATION UNITIZED IS THAT PORTION OF THE MORROW FORMATION ENCOUNTERED BETWEEN THE DEPTHS OF 5,130 AND 5,334 FEET AND THAT PORTION OF THE CHESTER FORMATION ENCOUNTERED BETWEEN THE DEPTHS OF 5,334 FEET AND 5,544 FEET. ASSIGNOR IS RETAINING ALL NON-UNITIZED AGREEMENTS, WELLS AND INTERVALS INSOFAR AS THE DEPTHS FROM THE SURFACE TO THE TOP OF THE UNITIZED INTERVAL.

LESS AND EXCEPT ALL RIGHTS ACQUIRED EFFECTIVE JANUARY 1, 2014 IN THE FOLLOWING DEED OF CONVEYANCE AND ASSIGNMENT AND BILL OF SALE FROM OXY USA WTP LP, ET AL., AS SELLER, AND MERIT HUGOTON, L.P., AS BUYER, RECORDED IN SEPARATE DOCUMENTS IN BOOK 315 ON PAGE 605, BOOK 316 ON PAGE 247, BOOK 323 ON PAGE 556, BOOK 326 ON PAGE 513 IN THE RECORDS OF FINNEY COUNTY, KANSAS.

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