

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	_____	_____
_____	_____	_____ 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

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

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

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

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Well Location:

____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West

County: _____

Lease Name: _____ Well #: _____

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

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

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

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

Select one of the following:

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

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

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

Date: _____ Signature of Operator or Agent: _____ Title: _____

STATE OF KANSAS
COUNTY OF FINNEY

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CONVEYANCE, ASSIGNMENT AND BILL OF SALE

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

WITNESSETH:

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

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

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

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

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

(i) All Imbalances;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(q) any offices or office leases;

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

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

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

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

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

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

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

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

3. **Disclaimers.**

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Pages Follow]

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

ASSIGNOR:

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

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

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

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

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

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

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

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

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

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

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

MERIT ENERGY PARTNERS H, L.P.

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

By: 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:

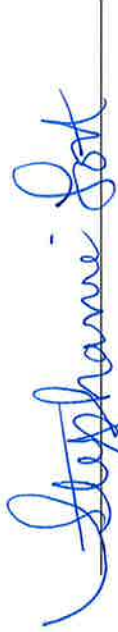
PANHUGOTON PARTNERS LLC

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	Concateinate	Legal Description	County	Footnote
29893002	LEASE - OIL AND GAS	CLINT SCHLOTTFELT AND VERTA SCHLOTTFELT HIS WIFE; AND GLEN H SCHLOTTFELT AND NELLE SCHLOTTFELT HIS WIFE	THE SHALLOW WATER REFINING COMPANY	2/10/1948	17	33	22S	34W	34	22S34W34	22S-34W Sec. 34; SE/4	FINNEY	
2983003	LEASE - OIL AND GAS	CLARA L. CORMACK AND F.D. CORMACK WIFE & HUSBAND	CHAMPLIN REFINING COMPANY	7/31/1949	19	323	22S	34W	34	22S34W34	22S-34W Sec. 34; W/2	FINNEY	
29893001	LEASE - OIL AND GAS	JOHN HENSELMAN AND ANNA C. HENSELMAN HIS WIFE	BEN F. BLACK	3/19/1946	15	334	22S	34W	34	22S34W34	22S-34W Sec. 34; NE/4	FINNEY	39
2922000	LEASE - OIL AND GAS	J. R. BOSWORTH A SINGLE MAN	CHAMPLIN REFINING COMPANY	11/29/1950	21	490	23S	33W	16	23S33W16	23S-33W Sec. 16; SW/4	FINNEY	39
2921000	LEASE - OIL AND GAS	A. E. SAMUELSON AKA AUGUST E. SAMUELSON AND DELLA SAMUELSON HIS WIFE ET AL.	JOE B. NATHAN	12/1/1943	13	187	23S	33W	16	23S33W16	23S-33W Sec. 16; NE/4	FINNEY	39
29233000	LEASE - OIL AND GAS	ARTHUR R. STANDE A SINGLE MAN	JOHN R. LEBOSQUET	8/30/1947	16	407	23S	33W	16	23S33W16	23S-33W Sec. 16; NW/4	FINNEY	
2924000	LEASE - OIL AND GAS	A. J. JOHNSON AND HIS WIFE MARY S. JOHNSON	CHAMPLIN REFINING COMPANY	8/30/1950	21	383	23S	33W	16	23S33W16	23S-33W Sec. 16; SE/4	FINNEY	
29847000 61297000	LEASE - OIL AND GAS	THE GARDEN CITY COMPANY	J. E. O'DONNELL	9/12/1941	11	382	23S	34W	10	23S34W10	23S-34W Sec. 10; SW/4	FINNEY	39
2963002	LEASE - OIL AND GAS	RICHARD A. HERMAN AND VERA IRBNE HERMAN HUSBAND AND WIFE	NORTHERN PUMP COMPANY	8/1/1986	67	556	23S	34W	13	23S34W13	23S-34W Sec. 13; SW/4	FINNEY	
2965000	LEASE - OIL AND GAS	GOFFE & CARKNER INCORPORATED	J. E. O'DONNELL	9/15/1942	12	20	23S	34W	13	23S34W13	23S-34W Sec. 13; NW/4	FINNEY	
2966000	LEASE - OIL AND GAS	GARDEN CITY DITCH COMPANY	JOE E. DENHAM	4/12/1943	12	144	23S	34W	13	23S34W13	23S-34W Sec. 13; N/2 SE/4; NE/4; S/2 SE/4	FINNEY	

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29963001	LEASE - OIL AND GAS	G H BIDWELL AND MARY E BIDWELL HIS WIFE	J E O'DONNELL	9/9/1942	12	2	23S	34W	13		23S-34W Sec. 13: SW/4	FINNEY	
29847000	LEASE - OIL AND GAS	THE GARDEN CITY COMPANY	J E O'DONNELL	9/12/1941	11	382	23S	34W	15		23S-34W Sec. 15: E/2 NW/4; NE/4; S/2	FINNEY	39
29850000	LEASE - OIL AND GAS	LAURA A WODETZKY A SINGLE WOMAN	J E O'DONNELL	10/23/1941	11	447	23S	34W	15		23S-34W Sec. 15: W/2 NW/4	FINNEY	
61297000	LEASE - OIL AND GAS	THE GARDEN CITY COMPANY	J E O'DONNELL	9/12/1941	11	382	23S	34W	16		23S-34W Sec. 16: ALL	FINNEY	39
29859000	LEASE - OIL AND GAS	W E LEAVITT AND CORNELIA C LEAVITT HIS WIFE AND J R BOSWORTH AND HETTIE H BOSWORTH HIS WIFE	J E O'DONNELL	10/2/1941	11	387	23S	34W	17		23S-34W Sec. 17: ALL	FINNEY	
29847000	LEASE - OIL AND GAS	THE GARDEN CITY COMPANY	J E O'DONNELL	9/12/1941	11	382	23S	34W	18		23S-34W Sec. 18: N/2; N/2 SW/4; S/2 SW/4; SE/4	FINNEY	39
61297000	LEASE - OIL AND GAS	THE GARDEN CITY COMPANY	J E O'DONNELL	9/12/1941	11	382	23S	34W	19		23S-34W Sec. 19: Lots 1, 2, 3 & 4; E/2 W/2; SE/4	FINNEY	39
29848000	LEASE - OIL AND GAS	BERTHA M FOSTER A WIDOW; WILLIAM D FOSTER & MARJORIE FOSTER HIS WIFE ET AL	J E O'DONNELL	9/6/1941	11	430	23S	34W	19		23S-34W Sec. 19: N/2 NE/4; S/2 NE/4	FINNEY	
29847000	LEASE - OIL AND GAS	THE GARDEN CITY COMPANY	J E O'DONNELL	9/12/1941	11	382	23S	34W	20		23S-34W Sec. 20: E/2 NE/4; SE/4; W/2	FINNEY	39
29851000	LEASE - OIL AND GAS	THE PINNEY WOODS COUNTRY LIFE SCHOOL	CHAMPLIN REFINING COMPANY	10/10/1947	17	524	23S	34W	20		23S-34W Sec. 20: W/2 NE/4	FINNEY	

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29847000 61297000	LEASE - OIL AND GAS	THE GARDEN CITY COMPANY	J E O'DONNELL	9/12/1941	11	382	23S	34W	21	23S34W21	23S-34W Sec. 21: N/2	FINNEY	39
29846000	LEASE - OIL AND GAS	HERBERT MEYER AND WILMA L MEYER HIS WIFE	J E O'DONNELL	9/11/1941	11	362	23S	34W	30	23S34W30	23S-34W Sec. 30: SE/4	FINNEY	
29880003	LEASE - OIL AND GAS	L E JOSS AND ZETTA H JOSS HUSBAND AND WIFE	J E O'DONNELL	9/12/1942	12	21	23S	34W	36	23S34W36	23S-34W Sec. 36: SE/4 SW/4; E/2 SE/4; W/2 SE/4	FINNEY	
29880004	LEASE - OIL AND GAS	MUTUAL BUILDING & LOAN ASSOCIATION	CHAMPLIN REFINING COMPANY	9/24/1942	12	22	23S	34W	36	23S34W36	23S-34W Sec. 36: NE/4 SW/4; NW/4 SW/4	FINNEY	

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29880001	LEASE - OIL AND GAS	JOHN BURGARDT AND BARBARA BURGARDT HIS WIFE	J E O'DONNELL	9/2/1942	11	640	23S	34W	36	23S34W36	23S-34W Sec. 36: E/2 NW/4; W/2 NW/4	FINNEY	
29880002	LEASE - OIL AND GAS	NELLIE UPSHAW AND J F UPSHAW HER HUSBAND	J E O'DONNELL	9/3/1942	11	642	23S	34W	36	23S34W36	23S-34W Sec. 36: E/2 NE/4	FINNEY	
29880005	LEASE - OIL AND GAS	FEDERAL LAND BANK OF WICHITA	CHAMPLIN REFINING COMPANY	11/20/1943	13	30	23S	34W	36	23S34W36	23S-34W Sec. 36: W/2 NE/4	FINNEY	
29880006	LEASE - OIL AND GAS	L'URENCE C HALBEIB AND MAXINE HALBEIB HIS WIFE	JOE E DENHAM	4/24/1944	13	324	23S	34W	36	23S34W36	23S-34W Sec. 36: SW/4 SW/4	FINNEY	

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29925001	LEASE - OIL AND GAS	ELSIE BARTLOW AND CHARLES BARTLOW HER HUSBAND	J E O'DONNELL	11/19/1943	13	29	23S	34W	9	23S34W9	23S-34W Sec. 9: NW/4	FINNEY	
29925002	LEASE - OIL AND GAS	J R BOSWORTH AND HETTIE H BOSWORTH HIS WIFE	J E O'DONNELL	8/25/1942	11	632	23S	34W	9	23S34W9	23S-34W Sec. 9: NE/4	FINNEY	
29925003 65695000	LEASE - OIL AND GAS	O L SILER AND MARY SILER HIS WIFE	CITIES SERVICE OIL COMPANY	4/6/1943	12	297	23S	34W	9	23S34W9	23S-34W Sec. 9: SW/4	FINNEY	39
29929006 66038002	LEASE - OIL AND GAS	O F NEAL AND MARIE O NEAL HIS WIFE	JOE E DENHAM	8/4/1943	12	571	24S	33W	14	24S33W14	24S-33W Sec. 14: Lots 1 and 2 and the N/2 SW/4	FINNEY	39

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29929003	LEASE - OIL AND GAS	STATE BOARD OF ADMINISTRATION OF KANSAS	FRED C. KOCH	8/26/1944	14	158	24S	33W	14	24S33W14	Sec. 14: S/2, N/2, as more particularly described in said lease 24S-33W	FINNEY	
29929004	LEASE - OIL AND GAS	D E EVERS AND EDA EVERS HIS WIFE	JOE E. DENHAM	7/17/1943	12	572	24S	33W	14	24S33W14	Sec. 14: All that part of the N/2 of Section 14 which lies South of the Right of Way of the Atchison, Topeka and Santa Fe Railroad 24S-33W	FINNEY	
29929005 66038001	LEASE - OIL AND GAS	PETE MAI AND ESTHER MAI HIS WIFE	JOE E. DENHAM	7/17/1943	12	443	24S	33W	14	24S33W14	Sec. 14: Lots 1 and 2 and the N/2 SW/4 24S-33W	FINNEY	39
29929006	LEASE - OIL AND GAS	O F NEAL AND MARIE O NEAL HIS WIFE	JOE E. DENHAM	8/4/1943	12	571	24S	33W	15	24S33W15	Sec. 15: Lot 4 and the NE/4 SE/4 24S-33W	FINNEY	

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

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29929004	LEASE - OIL AND GAS	D E EVERS AND EDA EVERS HIS WIFE	JOE E. DENHAM	7/17/1943	12	572	24S	33W	15	24S33W15	Sec. 15: A 5 acre tract in the Southeast corner of the NE/4 24S-33W	FINNEY	
29929005	LEASE - OIL AND GAS	PETE MAI AND ESTHER MAI HIS WIFE	JOE E. DENHAM	7/17/1943	12	443	24S	33W	15	24S33W15	Sec. 15: Lot 4 and the NE/4 SE/4 24S-33W	FINNEY	
29929009	LEASE - OIL AND GAS	BOARD OF COUNTY COMMISSIONERS OF FINNEY COUNTY, KANSAS	CHAMPLIN REFINING COMPANY	12/16/1952	26	354	24S	33W	15	24S33W15	Sec. 15: A strip of land in the NE/4 of Section 15 lying between the North line of the Atchison, Topeka and Santa Fe Railway and a line lying 9.25 feet northerly and parallel to the center line of The Garden City Western Railway	FINNEY	
29929002	LEASE - OIL AND GAS	MAE ANDERSON A WIDOW	J E O'DONNELL	12/27/1943	13	43	24S	33W	15	24S33W15	24S-33W Sec. 15: Lots One and Two and the N/2 NW/4	FINNEY	

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

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29929007	LEASE - OIL AND GAS	NELL A BURNS AND J M BURNS HER HUSBAND	JOE E. DENHAM	12/16/1944	14	400	24S	33W	15		24S-33W Sec. 15: E/2 NE/4	FINNEY	
29929001	LEASE - OIL AND GAS	CLAYTON C CARROLL AND WIFE VELMA V CARROLL	GAIL NUSBAUM	5/1/1952	25	211	24S	33W	15		24S-33W Sec. 15: All that part of the NE/4 lying North of the North line of the right of way of the Garden City Western Railway	FINNEY	
29929008 65636000	LEASE - OIL AND GAS	MAE C TAIT A WIDOW	C H GORDEN	5/1/1942	12	37	24S	33W	15		24S-33W Sec. 15: Lots 5 and 6	FINNEY	39
29939007	LEASE - OIL AND GAS	ESTHER MAI AND GARDEN NATIONAL BANK CO-TRUSTEES OF THE PETE MAI RESIDUARY TRUST	C M FLEETWOOD	9/1/1988	79	108	24S	33W	15		24S-33W Sec. 15: Lot 3 and that part of the NE/4 of Section 15 lying South of the right-of-way of the Atchison, Topeka & Santa Fe Railroad, less and except tracts as more fully described in said leases Exhibit "A" land description.	FINNEY	

**Exhibit A - Leases
to Assignment, Conveyance and Bill of Sale between
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29939003	LEASE - OIL AND GAS	MARY LEE STECKLEIN	C M FLEETWOOD	9/1/1988	77	394	24S	33W	15	24S33W15	Sec. 15: Lot 3 and that part of the NE¼ of Section 15 lying South of the right-of-way of the Atchison, Topeka & Santa Fe Railroad, less and except tracts as more fully described in said leases Exhibit "A" land description	FINNEY	
29939001	LEASE - OIL AND GAS	LARRY D WARD	C M FLEETWOOD	9/1/1988	77	392	24S	33W	15	24S33W15	Sec. 15: Lot 3 and that part of the NE¼ of Section 15 lying South of the right-of-way of the Atchison, Topeka & Santa Fe Railroad, less and except tracts as more fully described in said leases Exhibit "A" land description	FINNEY	
29939002	LEASE - OIL AND GAS	COLEEN W KINNEY	C M FLEETWOOD	9/1/1988	77	393	24S	33W	15	24S33W15	Sec. 15: Lot 3 and that part of the NE¼ of Section 15 lying South of the right-of-way of the Atchison, Topeka & Santa Fe Railroad, less and except tracts as more fully described in said leases Exhibit "A" land description	FINNEY	
29939004	LEASE - OIL AND GAS	SUE W PINEGAR	C M FLEETWOOD	9/1/1988	78	5	24S	33W	15	24S33W15	Sec. 15: Lot 3 and that part of the NE¼ of Section 15 lying South of the right-of-way of the Atchison, Topeka & Santa Fe Railroad, less and except tracts as more fully described in said leases Exhibit "A" land description	FINNEY	

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29939005	LEASE - OIL AND GAS	AMY LOUISE WELDON AKA EDITH LOUISE WELDON	C M FLEETWOOD	9/1/1988	78	6	24S	33W	15		Sec. 15: Lot 3 and that part of the NE/4 of Section 15 lying South of the right-of-way of the Atchison, Topeka & Santa Fe Railroad, less and except tracts as more fully described in said leases Exhibit "A" land description.	FINNEY	
29939006	LEASE - OIL AND GAS	ESTHER MAI	C M FLEETWOOD	9/1/1988	79	107	24S	33W	15		Sec. 15: Lot 3 and that part of the NE/4 of Section 15 lying South of the right-of-way of the Atchison, Topeka & Santa Fe Railroad, less and except tracts as more fully described in said leases Exhibit "A" land description.	FINNEY	
29876001	LEASE - OIL AND GAS	H W CLUTTER AND WIFE BONNIE CLUTTER	GAIL NUSBAUM	9/3/1952	25	492	24S	34W	1	24S34W1	Sec. 1: That part of the SW/4 SW/4 which lies S of the right of way of the Santa Fe Railway 24S-34W	FINNEY	
29880003	LEASE - OIL AND GAS	L E JOSS AND IZETTA H JOSS HUSBAND AND WIFE	J E O'DONNELL	9/12/1942	12	21	24S	34W	1	24S34W1	24S-34W Sec. 1: N/2 NE/4	FINNEY	

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29876002	LEASE - OIL AND GAS	RALPH J TAYLOR AND WIFE ETHEL T TAYLOR	GAIL NUSBAUM	9/3/1952	25	517	24S	34W	1	24S34W1	Sec. 1: That part of the SW/4 which lies south of the right-of-way of the Santa Fe Railway	FINNEY	
29555000	LEASE - OIL AND GAS	HARRY BROWN AND GRACE BROWN HIS WIFE	J E O'DONNELL	8/28/1942	11	643	24S	34W	1	24S34W1	Sec. 1: Lots 3 and 4 and the S/2 NW/4	FINNEY	
2973000	LEASE - OIL AND GAS	WILLIAM CALDWELL A SINGLE MAN	J E O'DONNELL	10/6/1942	12	28	24S	34W	1	24S34W1	Sec. 1: All that part of the SW/4 lying north of the Alchison, Topeka and Santa Fe Railroad	FINNEY	
2974000	LEASE - OIL AND GAS	L E JOSS & IZETTA H JOSS HIS WIFE	CHAMPLIN REFINING COMPANY	11/28/1950	21	488	24S	34W	1	24S34W1	Sec. 1: Lots 1 & 2, being the N/2 NE/4	FINNEY	

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29871001	LEASE - OIL AND GAS	EVA B SHARER A WIDOW	J E O'DONNELL	8/24/1942	11	645	24S	34W	10	24S34W10	Sec. 10; Lots 2, 3 & 4 and all accretions thereto; SE/4 NW/4; W/2 NW/4; SE/4	FINNEY	39
29871002 62675000	LEASE - OIL AND GAS	OLIVE C STONE A WIDOW; CLIFFORD WM STONE AND SARA LOU STONE HIS WIFE	JOE E. DENHAM	5/21/1943	12	306	24S	34W	10	24S34W10	24S-34W Sec. 10; SW/4	FINNEY	39
29954000	LEASE - OIL AND GAS	L JONES AND EDNA T JONES HIS WIFE; TAYLOR JONES AND KATHERINE JONES HIS WIFE	J E O'DONNELL	8/25/1942	11	633	24S	34W	10	24S34W10	24S-34W Sec. 10; Lot 1	FINNEY	39
29954000	LEASE - OIL AND GAS	L JONES AND EDNA T JONES HIS WIFE; TAYLOR JONES AND KATHERINE JONES HIS WIFE	J E O'DONNELL	8/25/1942	11	633	24S	34W	11	24S34W11	24S-34W Sec. 11; All	FINNEY	39

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29947000	LEASE - OIL AND GAS	EVA B SHARER A WIDOW, JANE S COLLINS AND HUSBAND JOHN C COLLINS ET AL	J E O'DONNELL	9/9/1941	11	436	24S	34W	15		24S-34W Sec. 15: W/2	FINNEY	
29948001	LEASE - OIL AND GAS	DAVID GODDARD AND NELLIE OPAL	J E O'DONNELL	8/25/1942	11	641	24S	34W	15		24S-34W Sec. 15: E/2	FINNEY	
29948002	LEASE - OIL AND GAS	THE FEDERAL LAND BANK OF WICHITA, WICHITA, KANSAS	CHAMPLIN REFINING COMPANY	8/25/1942	12	5	24S	34W	15		24S-34W Sec. 15: E/2	FINNEY	
29867003	LEASE - OIL AND GAS	MYRTLE E BIEHN AND S W BIEHN HER HUSBAND; AND MYRTLE E BIEHN ALSO GUARDIAN OF HAZEL L BIEHN A MINOR	J E O'DONNELL	8/25/1942	11	635	24S	34W	16		24S-34W Sec. 16: W/2 SE/4; SE/4 NW/4; SW/4	FINNEY	

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29867001	LEASE - OIL AND GAS	FEDERAL LAND BANK OF WICHITA, WICHITA, KANSAS	CHAMPLIN REFINING COMPANY	9/2/1942	12	24	24S	34W	16	24S34W16	24S-34W Sec. 16: E/2 E/2	FINNEY	
29867002	LEASE - OIL AND GAS	FEDERAL LAND BANK OF WICHITA, WICHITA, KANSAS	CHAMPLIN REFINING COMPANY	9/2/1942	12	23	24S	34W	16	24S34W16	24S-34W Sec. 16: N/2 NW/4; SW/4 NW/4; W/2 NE/4	FINNEY	
29865000	LEASE - OIL AND GAS	FEDERAL LAND BANK OF WICHITA, WICHITA, KANSAS	CHAMPLIN REFINING COMPANY	9/2/1942	12	6	24S	34W	17	24S34W17	24S-34W Sec. 17: ALL	FINNEY	
29972000	LEASE - OIL AND GAS	UJINGRIM SINGLE	J E O'DONNELL	9/1/1942	9	249	24S	34W	18	24S34W18	24S-34W Sec. 18: W/2 NW/4; SW/4	FINNEY	

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29956000	LEASE - OIL AND GAS	GEORGE L POTTER SINGLE	CHAMPLIN REFINING COMPANY	12/30/1948	18	552	24S	34W	2	24S34W2	24S-34W Sec. 2: Lots 3 & 4 and the S/2 NW/4 and all that part of the W/2 SW/4 lying North of the A T & S F Railroad	FINNEY	
29952001	LEASE - OIL AND GAS	GE TABOR AND MILDRED L TABOR HIS WIFE	JOE E DENHAM	4/16/1945	14	520	24S	34W	18	24S34W18	24S-34W Sec. 18: NE/4	FINNEY	
29952002	LEASE - OIL AND GAS	MAGNOLIA PETROLEUM COMPANY	STANLIND OIL & GAS COMPANY	1/15/1946	15	301	24S	34W	18	24S34W18	24S-34W Sec. 18: NE/4	FINNEY	
29967000	LEASE - OIL AND GAS	THE FEDERAL LAND BANK OF WICHITA, KANSAS	CHAMPLIN REFINING COMPANY	9/2/1942	12	7	24S	34W	18	24S34W18	24S-34W Sec. 18: E/2 NW/4; SE/4	FINNEY	

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29954000	LEASE - OIL AND GAS	L L JONES AND EDNA T JONES HIS WIFE, TAYLOR JONES AND KATHERINE JONES HIS WIFE	J E O'DONNELL	8/25/1942	11	633	24S	34W	2	24S34W2	Sec. 2: SE/4; E/2 SW/4 and all that part of the SW/4 SW/4 lying South of the A T S F R R 24S-34W	FINNEY	
2995700	LEASE - OIL AND GAS	GARDEN CITY DITCH COMPANY (FORMERLY THE GARDEN CITY IRRIGATION ASSOCIATION)	CHAMPLIN REFINING COMPANY	10/15/1949	20	124	24S	34W	2	24S34W2	Sec. 2: All of Lessors acreage in all the land in its main irrigation canal right-of-way across said section. 24S-34W	FINNEY	
29955000	LEASE - OIL AND GAS	HARRY BROWN AND GRACE BROWN HIS WIFE	J E O'DONNELL	8/28/1942	11	643	24S	34W	2	24S34W2	Sec. 1: Lots 1 and 2 and the S/2 NE/4 24S-34W	FINNEY	
29956000	LEASE - OIL AND GAS	GEORGE L POTTER SINGLE	CHAMPLIN REFINING COMPANY	12/30/1948	18	552	24S	34W	3	24S34W3	Sec. 3: Lots 1, 2, 3 & 4 and the S/2 N/2 and all that part of Lots 5 & 6, and the NW/4 SE/4 and the E/2 SE/4 lying North of the A T & S F Railroad right of way 24S-34W	FINNEY	39

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29954000	LEASE - OIL AND GAS	T. L. JONES AND EDNA T. JONES HIS WIFE; TAYLOR JONES AND KATHERINE JONES HIS WIFE	J E O'DONNELL	8/25/1942		11	24S	34W	3	24S34W3	Sec. 3: All that part of the S/2 lying South of the A T S F R R and Lot 8 24S-34W	FINNEY	39
2995700	LEASE - OIL AND GAS	GARDEN CITY DITCH COMPANY (FORMERLY THE GARDEN CITY IRRIGATION ASSOCIATION)	CHAMPLIN REFINING COMPANY	10/15/1949		20	24S	34W	3	24S34W3	Sec. 3: All of Lessors acreage in all the land in its main irrigation canal right-of-way across said section. 24S-34W	FINNEY	39
29959000	LEASE - OIL AND GAS	BRYANT GARLAND AND EDITH B GARLAND HIS WIFE; A B WARDEN AND GRACIE MAY WARDEN HIS WIFE	J E O'DONNELL	2/8/1943		12	24S	34W	4	24S34W4	Sec. 4: All that part of the W/2 of Section 4 lying North of the A T & Santa Fe Ry. Described as Lots 3, 4, 5 and 6 24S-34W	FINNEY	
29958000	LEASE - OIL AND GAS	WILLIAM CALDWELL A SINGLE MAN	J E O'DONNELL	10/6/1942		12	24S	34W	4	24S34W4	Sec. 4: Lots 1, 2 & 7 and all that part of the SE/4 NE/4 (being all that part of the NE/4) lying North of the Atchison Topeka and Santa Fe Railroad 24S-34W	FINNEY	

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29954000	LEASE - OIL AND GAS	L T JONES AND EDNA T JONES HIS WIFE; TAYLOR JONES AND KATHERINE JONES HIS WIFE	J E O'DONNELL	8/25/1942	11	633	24S	34W	4	24S34W4	Sec. 4: All that part of Section 4 lying South of the A T S F R R and lying North of the river	FINNEY	
2995700	LEASE - OIL AND GAS	GARDEN CITY DITCH COMPANY (FORMERLY THE GARDEN CITY IRRIGATION ASSOCIATION)	CHAMPLIN REFINING COMPANY	10/15/1949	20	124	24S	34W	4	24S34W4	Sec. 4: All of Lessor's acreage in all the land in its main irrigation canal right-of-way across said section	FINNEY	
29873000	LEASE - OIL AND GAS	ESTHER B GREEN AND LOGAN N GREEN HER HUSBAND	CHAMPLIN REFINING COMPANY	10/8/1943	12	610	24S	34W	5	24S34W5	Sec. 5: Lots 3 & 4; S/2 NW/4	FINNEY	39
29871002	LEASE - OIL AND GAS	OLIVE C STONE A WIDOW; CLIFFORD WM STONE AND SARA LOU STONE HIS WIFE	JOE E DENHAM	5/21/1943	12	306	24S	34W	5	24S34W5	Sec. 5: Lots 9 & 10	FINNEY	39

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29959000	LEASE - OIL AND GAS	BRYAN GARLAND AND EDITH B GARLAND HIS WIFE; A B WARDEN AND GRACIE MAY WARDEN HIS WIFE	J E O'DONNELL	2/8/1943	12	103	24S	34W	5	24S34W5	Sec. 5: All that part of the W/2 of Section 5 lying North of the A T & Santa Fe Ry. Described as Lots 1, 2, 7 and 8 (except a tract of about 30 acres deeded to the Garden City Irrigation Company)	FINNEY	39
2995700	LEASE - OIL AND GAS	GARDEN CITY DITCH COMPANY (FORMERLY THE GARDEN CITY IRRIGATION ASSOCIATION)	CHAMPLIN REFINING COMPANY	10/15/1949	20	124	24S	34W	5	24S34W5	Sec. 5: Beginning in that tract in the E/2 of said Section 5 lying between the railroad and the river, all of Lessors acreage in all the land in its main irrigation canal right-of-way across said section.	FINNEY	39
29938000	LEASE - OIL AND GAS	FLORENCE ELLIAN CRAWFORD EXECUTRIX OF THE ESTATE OF W H DAVIS DECEASED AND HARRY J DAVIS ADMINISTRATOR CTA OF THE ESTATE OF W H DAVIS DECEASED	PHILLIPS PETROLEUM COMPANY	9/7/1943	12	604	24S	34W	5	24S34W5	Sec. 5: All that part of Lots 7 & 8 in Section 5 lying South of the right-of-way of the Atchison, Topeka & Santa Fe Railroad; Lots 5 & 6 in said Section 5 and a certain island in the Arkansas River lying South of Lots 5, 6, 7 & 8 in Section 5	FINNEY	39
29887001	LEASE - OIL AND GAS	JOHN J THOMAS A WIDOWER	CHAMPLIN REFINING COMPANY	11/28/1950	21	493	25S	32W	19	25S32W19	Sec. 19: Lots 3 & 4; E/2 SW/4; SE/4 (being the entire S/2)	FINNEY	
2987002	LEASE - OIL AND GAS	T W GATLIN AND WIFE LEONE B GATLIN	J E O'DONNELL	7/14/1943	12	377	25S	32W	19	25S32W19	25S-32W Sec. 19: N/2	FINNEY	
29919000	LEASE - OIL AND GAS	EUNICE I POTTER AND ROY POTTER HER HUSBAND	CHAMPLIN REFINING COMPANY	9/8/1950	21	402	25S	32W	21	25S32W21	25S-32W Sec. 21: E/2	FINNEY	
29920000	LEASE - OIL AND GAS	FRANK L STALEY AND ANNA L STALEY HIS WIFE	FRED C KOCH	4/6/1944	13	237	25S	32W	21	25S32W21	25S-32W Sec. 21: WEST HALF LESS AND EXCEPT OIL RIGHTS IN THE SW/4	FINNEY	
29960000	LEASE - OIL AND GAS	ROY POTTER AND EUNICE I POTTER HUSBAND AND WIFE	J E O'DONNELL	4/6/1944	13	246	25S	32W	28	25S32W28	25S-32W Sec. 28: E/2	FINNEY	

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29961000	LEASE - OIL AND GAS	THOMAS A SPENCE AND LIDA SPENCE HUSBAND AND WIFE	J E O'DONNELL	4/12/1944	13	288	25S	32W	28	25S32W28	Sec. 28: SW/4	FINNEY	
29962000	LEASE - OIL AND GAS	BENJAMIN BULLARD AND LOUISE H BULLARD HIS WIFE	FRED C KOCH	4/14/1944	13	320	25S	32W	28	25S32W28	Sec. 28: NW/4	FINNEY	39
29950000	LEASE - OIL AND GAS	ANNA D SCHEER A WIDOW	J E O'DONNELL	9/4/1941	11	370	25S	33W	28	25S33W28	Sec. 28: N/2; SE/4	FINNEY	
29951000	LEASE - OIL AND GAS	ERNEST MOODY SINGLE	J E O'DONNELL	8/23/1941	11	339	25S	33W	28	25S33W28	Sec. 28: SW/4	FINNEY	
29844000	LEASE - OIL AND GAS	ERNEST C MOODY SINGLE	J E O'DONNELL	8/23/1941	11	340	25S	33W	29	25S33W29	Sec. 29: N/2	FINNEY	
29951000	LEASE - OIL AND GAS	ERNEST MOODY SINGLE	J E O'DONNELL	8/23/1941	11	339	25S	33W	29	25S33W29	Sec. 29: S/2	FINNEY	
30417000	LEASE - OIL AND GAS	ORANGE J BROWN AND AUGUSTA BROWN HIS WIFE	NORTHERN NATURAL GAS COMPANY	10/29/1940	11	156	25S	34W	15	25S34W15	Sec. 15: NE/4; NW/4; SE/4; SW/4	FINNEY	39
29838001	LEASE - OIL AND GAS	UNITED STATES OF AMERICA BY THE SECRETARY OF THE INTERIOR KS 14595(W)	C M LANE	12/31/1938	N/A	N/A	25S	34W	32	25S34W32	Sec. 32: E/2 SE/4; N/2: W/2 SE/4; SW/4;	FINNEY	
29860001	LEASE - OIL AND GAS	STELLA SUTTON AND FRED SUTTON HER HUSBAND AND GEORGE H SINN AND MARGUERITE SINN HIS WIFE	J E O'DONNELL	9/25/1941	11	435	25S	34W	33	25S34W33	Sec. 33: N/2 SE/4; N/2 SW/4; NE/4; NW/4	FINNEY	
29860002	LEASE - OIL AND GAS	STELLA MAY SUTTON AND FRED SUTTON HER HUSBAND	WHITE EAGLE OIL COMPANY	4/5/1946	15	316	25S	34W	33	25S34W33	Sec. 33: S/2 SW/4; S/2 SE/4	FINNEY	

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29900002	LEASE - OIL AND GAS	JOSEPH J GIGOT AND ROSA GIGOT HUSBAND AND WIFE	J E O'DONNELL	4/10/1944	13	265	26S	32W	15	26S32W15	26S-32W Sec. 15: S/2	FINNEY	
29900001	LEASE - OIL AND GAS	GEORGE H TORLINE AND ROSA TORLINE HUSBAND AND WIFE	J E O'DONNELL	5/9/1944	13	442	26S	32W	15	26S32W15	26S-32W Sec. 15: N/2	FINNEY	
29902000	LEASE - OIL AND GAS	LAWRENCE ALOYSIUS OHMES A SINGLE MAN	CHAMPLIN REFINING COMPANY	11/3/1950	21	478	26S	32W	22	26S32W22	26S-32W Sec. 22: NE/4	FINNEY	

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29976000	LEASE - OIL AND GAS	MARION K SALMANS AND AGNES SALMANS HIS WIFE	FRED C. KOCH	4/20/1944	14	339	26S	32W	22	26S32W22	Sec. 22, N/2 NW/4 26S-32W	FINNEY	
29978000	LEASE - OIL AND GAS	MARTIN HEIMAN AND LENA HEIMAN HIS WIFE	FRED C. KOCH	4/21/1944	13	299	26S	32W	22	26S32W22	Sec. 22, S/2 NW/4 26S-32W	FINNEY	
29977000	LEASE - OIL AND GAS	JOSEPH J OHMES AND JOSEPHINE L OHMES HUSBAND AND WIFE	J E O'DONNELL	5/1/1944	13	334	26S	32W	22	26S32W22	Sec. 22, SE/4 26S-32W	FINNEY	
29842001	LEASE - OIL AND GAS	S H STRACKELJOHN AND LADY RUTH STRACKELJOHN HIS WIFE	FRED C. KOCH	7/16/1943	12	381	26S	33W	13	26S33W13	Sec. 13, E/2 26S-33W	FINNEY	
29842002	LEASE - OIL AND GAS	JOHN W NOLAN AND GLADYS NOLAN HIS WIFE	J E O'DONNELL	8/27/1941	11	328	26S	33W	13	26S33W13	Sec. 13, W/2 26S-33W	FINNEY	
29886000	LEASE - OIL AND GAS	AGNES F RIGG A WIDOW	E PAUL HATFIELD	2/15/1943	12	182	26S	33W	6	26S33W6	Sec. 6: SW/4 SW/4, E/2 SW/4, SE/4, NW/4 SW/4 26S-33W	FINNEY	
29916000	LEASE - OIL AND GAS	JOHN RICE A WIDOWER	CITIES SERVICE OIL COMPANY	4/1/1943	12	186	26S	33W	8	26S33W8	Sec. 8, SE/4 26S-33W	FINNEY	
29917000	LEASE - OIL AND GAS	LEON E THOMAS A SINGLE MAN	NORTHERN NATURAL GAS COMPANY	11/25/1944	14	489	26S	33W	8	26S33W8	Sec. 8, E/2 NE/4 26S-33W	FINNEY	

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29918000 65699000	LEASE - OIL AND GAS	LUKE MOWBRAY AND DENA U MOWBRAY HUSBAND AND WIFE	E PAUL HATFIELD	4/1/1943	12	237	26S	33W	8	26S33W8	26S-33W Sec. 8: SW/4	FINNEY	39
29906000	LEASE - OIL AND GAS	BERTHA M FOSTER A WIDOW; WILLIAM D FOSTER & MARJORIE FOSTER HIS WIFE ET AL	J E O'DONNELL	9/6/1941	11	384	26S	34W	12	26S34W12	26S-34W Sec. 12: N/2	FINNEY	
29946000	LEASE - OIL AND GAS	JENNIE BARKER A WIDOW	MAGNOLIA PETROLEUM COMPANY	5/5/1945	15	46	26S	34W	12	26S34W12	26S-34W Sec. 12: S/2	FINNEY	
29907002	LEASE - OIL AND GAS	MINNIE STOUT A WIDOW, ORA E GREEN WIDOWER, ET AL	NORTHERN NATURAL GAS COMPANY	6/29/1944	14	190	26S	34W	14	26S34W14	26S-34W Sec. 14: S/2	FINNEY	
29853002	LEASE - OIL AND GAS	JOHN W NOLAN AND GLADYS F NOLAN HIS WIFE	J E O'DONNELL	9/11/1941	11	385	26S	34W	15	26S34W15	26S-34W Sec. 15: N/2	FINNEY	
29853004	LEASE - OIL AND GAS	MAGNOLIA PETROLEUM COMPANY	CHAMPLIN REFINING COMPANY	8/1/1946	15	542	26S	34W	15	26S34W15	26S-34W Sec. 15: N/2	FINNEY	
29857000	LEASE - OIL AND GAS	IRA B HATFIELD A SINGLE MAN	E PAUL HATFIELD	2/6/1943	12	117	26S	34W	15	26S34W15	26S-34W Sec. 15: S/2	FINNEY	
29853001	LEASE - OIL AND GAS	UNITED STATES OF AMERICA BY THE SECRETARY OF THE INTERIOR KSBLM 0013706	G M TAYLOR	12/31/1938	N/A	N/A	26S	34W	16	26S34W16	26S-34W Sec. 16: N/2	FINNEY	
29853002	LEASE - OIL AND GAS	JOHN W NOLAN AND GLADYS F NOLAN HIS WIFE	J E O'DONNELL	9/11/1941	11	385	26S	34W	16	26S34W16	26S-34W Sec. 16: S/2	FINNEY	
29853003	LEASE - OIL AND GAS	MAGNOLIA PETROLEUM COMPANY	CHAMPLIN REFINING COMPANY	8/1/1946	15	543	26S	34W	16	26S34W16	26S-34W Sec. 16: S/2	FINNEY	

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2993000	LEASE - OIL AND GAS	MAXINE D JONES AND JOHN C JONES HER HUSBAND	HOWARD KUHN	11/2/1943	12	639	26S	34W	19	26S34W19	26S-34W Sec. 19: All	FINNEY	
29834001	LEASE - OIL AND GAS	THOMAS H KEPHART SINGLE	J E O'DONNELL	8/21/1941	11	309	26S	34W	5	26S34W5	26S-34W Sec. 5: S/2	FINNEY	
29834002	LEASE - OIL AND GAS	CLAUDE D WHITFIELD, SOLE AND ONLY HEIR OF IDA R WHITFIELD, WIFE OF CLAUDE D WHITFIELD	CHAMPLIN REFINING COMPANY	1/15/1948	17	7	26S	34W	5	26S34W5	26S-34W Sec. 5: Lots 1 & 2: S/2 NE/4	FINNEY	
29834003	LEASE - OIL AND GAS	EARNEST C MOODY, SINGLE; CHESTER O MOODY & RUBY MOODY HIS WIFE, ET AL	CHAMPLIN REFINING COMPANY	6/20/1949	19	328	26S	34W	5	26S34W5	26S-34W Sec. 5: Lots 3 & 4: S/2 NW/4	FINNEY	
29834004	LEASE - OIL AND GAS	EARNEST C MOODY, SINGLE; CHESTER O MOODY & RUBY MOODY HIS WIFE, ET AL	CHAMPLIN REFINING COMPANY	6/20/1949	19	324	26S	34W	5	26S34W5	26S-34W Sec. 5: Lots 1 & 2: S/2 NE/4	FINNEY	
29840000	LEASE - OIL AND GAS	EARL W CAMPBELL ET AL	THE FIN-KER OIL & GAS PRODUCTION COMPANY	3/25/1947	16	258	26S	34W	7	26S34W7	26S-34W Sec. 7: Lots 3 & 4: E/2 SW/4; SE/4	FINNEY	
29838002 81985000	LEASE - OIL AND GAS	C LEE REEVE A WIDOWER	J E O'DONNELL	8/1/1941	11	312	26S	34W	7	26S34W7	26S-34W Sec. 7: NE/4	FINNEY	39

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29838001	LEASE - OIL AND GAS	UNITED STATES OF AMERICA BY THE SECRETARY OF THE INTERIOR KS 14595(W)	C M LANE	12/31/1938	N/A	N/A	26S	34W	7	26S34W7	26S-34W Sec. 7, E/2 NW/4; NE/4; NW/4 NW/4; SW/4 NW/4	FINNEY	
29838000	LEASE - OIL AND GAS	JAMES YEISER A SINGLE MAN AND RYLAND D BEDFORD A SINGLE MAN	J E O'DONNELL	9/6/1941	11	444	26S	34W	8	26S34W8	26S-34W Sec. 8, S/2 NE/4; N/2 NE/4; S/2; NW/4	FINNEY	
FOOTNOTES													
1	INSOFAR AND ONLY INSOFAR AS SAID CONTRACT COVERS RIGHTS BELOW THE BASE OF THE MISSOURIAN FORMATION AS DEFINED BY THE BASE OF THE PLEASANTON SHALE WHICH OCCURS AT 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 WABAUSSSE 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 3,360 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-17E2CM, 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-21E2CM, BEAVER COUNTY, OKLAHOMA		
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-21E2CM, 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 LITTLE WELLS (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. 96002866) 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-22E-31M.</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-22E-31M.</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 VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS</p>											
15													
		<p>LESS AND EXCEPT THE GUTTRIDGE F3 WELL AND THE ETZOLD UNIT SOUTH 5-4 AND 4-3 WELLS CONVEYED TO CISCO OPERATING, LLC IN THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE DATED JULY 1, 2010 RECORDED IN VOLUME 632, PAGE 801 OF THE RECORDS OF SEWARD COUNTY, KANSAS</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 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 MAVBERRY 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 BALDIN B WELL (API #3513922569) LOCATED IN SECTION 16-6N-10E6M, TEXAS COUNTY, OKLAHOMA											

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27											SATD 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 CROSS TIMBERS OPERATING CO. TARRANT #2-22 (API #3513922839) IN SECTION 22-6N-17ECM, TEXAS COUNTY, OKLAHOMA		
29											SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE OGLE 1 WELL (API #3513935676) LOCATED IN SECTION 11-5N-12ECM, TEXAS COUNTY, OKLAHOMA		
30											SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE SHIELDS WELL (API #351321555) LOCATED IN SECTION 5-4N-14ECM, TEXAS COUNTY, OKLAHOMA		
31											SAID LEASE EXCLUDES ALL RIGHT, TITLE AND INTEREST TO, AND RIGHTS TO PRODUCE FROM OR THROUGH, THE BONNER A WELL (API #3513921121) LOCATED IN SECTION 9-4N-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 #3513930052) LOCATED IN SECTION 7-4N-14E0M, 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-12E0M, 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-12E0M, 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 #3513921119) AND THE REUST B-1 WELL (API #3513922729) LOCATED IN SECTION 5-3N-14E0M, TEXAS COUNTY, OKLAHOMA											

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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 UNITIZATION FOR THE DEVELOPMENT AND OPERATION OF THE STRURUP ENHANCED RECOVERY UNIT, COUNTY OF MORTON, STATE OF KANSAS, ENTERED INTO AS OF THE 31ST DATE OF JANUARY, 2003. THE UNITIZED INTERVAL FOR THE STRURUP ENHANCED RECOVERY UNIT IS THE UPPER MORROW FORMATION AS IDENTIFIED BY THE LOG RUN IN THE ANADARKO PETROLEUM CORPORATION USA AC NO. 1 WELL, LOCATED IN THE NE/4 NW/4, OF SECTION 11, TOWNSHIP 33 SOUTH, RANGE 40 WEST, MORTON COUNTY KANSAS, WITH THE TOP OF THE UNITIZED FORMATION BEING FOUND AT A DEPTH OF 5,340 FEET AND THE BASE OF THE UNITIZED FORMATION BEING FOUND AT A DEPTH OF 5,463 FEET AS SHOWN ON THE HALLIBURTON DUAL INDUCTION 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													
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 CUM, 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 MERT 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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40													

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

