

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

**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.*

Form T-1
April 2019
Form must be Typed
Form must be Signed
All blanks must be Filled

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: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

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 _____

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

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 2021

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 (see Chapter 55 of the Kansas Statutes Annotated), 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: _____



Stephanie Sinclair

Date Recorded: 2/5/2026 1:32:00 PM

[ELECTRONICALLY FILED]

STATE OF KANSAS

§

COUNTY OF MORTON

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ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (this “*Assignment*”), is made and entered this 31st day of December, 2025, but is effective as of October 1, 2025, at 7:00 a.m. Central Time (the “*Effective Time*”), from Merit Hugoton, L.P., a Delaware limited partnership, Merit Hugoton II, LLC, a Delaware limited liability company, and MMGJ Arkansas, LLC, a Delaware limited liability company (collectively, “*Assignor*”), whose address is 13727 Noel Road, Suite 1200, Dallas, Texas 75240, and Carmen Schmitt Inc., a Kansas Corporation (“*Assignee*”), whose address is PO Box 47, Great Bend, KS 67530. Capitalized terms used in this Assignment that are not otherwise defined including his Assignment shall have the meanings given to such terms in that certain Purchase and Sale Agreement dated October 24, 2025, by and between Assignor and EJ Hugoton Devco LLC (the “*Purchase and Sale Agreement*”).

WITNESSETH:

1. Assignor, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, does sell, transfer, assign, and convey to Assignees, 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:

(a) 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 described on **Exhibit A**, together with all oil and gas leases, subleases and other leaseholds, fee mineral interests, net profits interests, carried interests, farmout rights, options, and other properties and interests insofar and only insofar as they cover and include lands covered thereby or located within the Units (collectively, the “*Leases*”), together with each and every kind and character of right, title, claim and interest that Assignor has in and to the lands covered by the Leases (the “*Lands*”);

(b) The oil, gas, water, disposal, injection, CO2, monitoring, and other wells located upon the Lands or Units, including those shown on **Exhibit A-1**, and all other wells on **Exhibit A-1** (even if not located on the Leases or the Lands) whether producing, shut-in, abandoned or temporarily abandoned (collectively, the “*Wells*”);

(c) All pooled or unitized acreage (including forced pooling arrangements) that include all or any part of the Leases, Lands or the Wells, including those identified on **Exhibit A-1** (the “*Units*,” and the Units, together with the Leases, Lands and Wells are referred to in this Agreement as the “*Properties*”), and including all of Assignor’s interest 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;

(d) All contracts, agreements and instruments by which the Properties, Easements, Personal Property, or Hydrocarbons produced from or attributable to the Properties from and after the Effective Time are bound, or that relate to or are otherwise applicable to the Properties, including those Contracts shown on **Exhibit A-2**, and INSO FAR AND ONLY INSO FAR as such

contracts are valid and existing and applicable to the Properties, including without limitation 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, but excluding (i) any contracts, agreements and instruments to the extent transfer is restricted by applicable Law, (ii) master services agreements, and (iii) any instruments constituting the Leases or Easements (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 in connection with the Properties (the “**Easements**”), including those set forth in **Exhibit A-3**;

(f) All equipment, machinery, fixtures and other tangible personal property and improvements used or held for use primarily in connection with the operation of the Properties or the Pipelines (as defined below) (collectively, the “**Equipment**”);

(g) All flow lines, pipelines, gathering systems and appurtenances thereto used or held for use in connection with the operation of the Properties, including those flow lines, pipelines, gathering systems and appurtenances thereto specifically identified on **Exhibit A-4** (the “**Pipelines**” and, together with the Equipment and Wells, the “**Personal Property**”);

(h) All Hydrocarbons produced from or attributable to the Properties from and after the Effective Time, provided that, notwithstanding **Section 1.4** of the Purchase and Sale Agreement, after a period of two years from the Execution Date, the Assets will include all Hydrocarbons produced from or attributable to the Leases, Lands and Wells prior to the Effective Time (and provided further that with respect to Hydrocarbons that become Assets under the preceding clause for which no adjustment has been then made to the Purchase Price, no adjustment shall be made to the Purchase Price under **Section 2.2** of the Purchase and Sale Agreement);

(i) All merchantable Hydrocarbons stored in tanks (above the inlet flange) and pipelines attributable to the ownership and operation of the Assets that belong to Assignor as of the Effective Time;

(j) All Imbalances and, subject to the provisions of **Section 7.17** of the Purchase and Sale Agreement, all Suspense Funds;

(k) All Included Geologic Data;

(l) Those vehicles specifically listed on **Schedule 1.2(l)** (the “**Vehicles**”);

(m) Those field offices, yards, and surface fee properties more particularly described in **Exhibit A-5** (the “**Surface Properties**”);

(n) To the extent attributable to any period of time on or after the Effective Time or pertaining to the Assumed Obligations, (i) all trade credits, accounts, receivables, and all other proceeds, income, or revenues of Assignee (or rights thereto) attributable to the Assets; (ii) all refunds of costs, production Taxes or expenses; (iii) all claims and causes of action of Assignee or its Affiliates (including claims for adjustments or refunds); (iv) all rights and interests of Assignee under any policy or agreement of insurance or indemnity, under any bond, or to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property; and (v) all rights, benefits, and releases of Assignee or its Affiliates under or with respect to any Contracts; and

(o) Electronic copies of all lease files, land files, well files, gas and oil sales contract files, gas processing files, division order files, abstracts, title opinions, land surveys, logs, Third Party reports obtained to evaluate cores and materials, maps, and other books, records, data, files, and accounting records (including Asset Tax records); and cores and physical samples of materials from Wells or tests (provided that Assignor shall retain possession, custody, and control thereof); in each case to the extent related to the Assets in the balance of this **Section 1**, but excluding (i) any records to the extent disclosure or transfer would result in a violation of applicable Law, (ii) computer or communications software or intellectual property (including tapes, codes, data and program documentation and all tangible manifestations and technical information relating thereto),

(iii) attorney-client privileged communications and work product of Assignor's or any of its Affiliates' legal counsel (other than title opinions or memorandums), (iv) reserve studies and evaluations, (v) records relating to the negotiation and consummation of the sale of the Assets, (vi) Excluded Geologic Data, (vii) emails, Microsoft Teams messages, and any other forms of electronic communication, (viii) records or files that cannot, with commercially reasonable efforts, be segregated from the records and files of the retained businesses of Assignor or its Affiliates (only if such records are not reasonably necessary for the operation, management, or administration of the Assets), (ix) Assignor's and its Affiliates' working files and other internal documentation with respect to title, environmental or safety matters intended for internal use by Assignor and its Affiliates only (only if such records are not reasonably necessary for the operation, management, or administration of the Assets) (subject to such exclusions, the "**Records**").

2. There is **EXCEPTED AND RESERVED** to Assignor, however, as to each of the Assets described in **Section 1(a)** through **1(o)** above all of the following (collectively, the "**Excluded Assets**"):

(a) All corporate, partnership, limited liability company, financial, income and franchise tax and legal records of Assignor that relate to Assignor's business generally (whether or not relating to the Assets), and all books, records and files that relate to the Excluded Assets and those records retained by Assignor pursuant to **Section 1(o)** above and copies of any other Records retained by Assignor pursuant to **Section 1.5** of the Purchase and Sale Agreement;

(b) All reserve estimates, economic estimates, and, to the extent excluded from **Section 1(o)** above, all interpretive data and technical evaluations;

(c) All rights to any refund of Property Costs and Taxes or other costs or expenses borne by Assignor or Assignor's predecessors in interest and title attributable to periods prior to the Effective Time, except to the extent related to the Assumed Obligations, provided that after a period of two years from the Execution Date, the Excluded Assets will no longer include such pre-Effective Time rights;

(d) Assignor's area-wide bonds, permits and licenses or other permits, licenses or authorizations used in the conduct of Assignor's business generally or that are not transferable to Assignee;

(e) All trade credits, carbon dioxide emission reduction 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, except to the extent related to the Assumed Obligations, provided that after a period of two years from the Execution Date, the Excluded Assets will no longer include such pre-Effective Time rights;

(f) All work product of Assignor'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 (in all cases, excluding title opinions);

(g) All claims and causes of action (including any claims for insurance proceeds) accruing in favor of Assignor and arising from acts, omissions or events or damage to or destruction of property with respect to all periods prior to the Effective Time, except to the extent related to the Assumed Obligations;

(h) Except as specifically set forth in **Section 1(l)** above, all right, title and interest of Assignor in and to vehicles or vessels, whether or not used in connection with the Assets;

(i) Any agreements excluded from the definition of "Contracts" in **Section 1(d)** above and any items expressly excluded from the definition of "Records" in **Section(1)(o)** above;

(j) All rights, titles, claims and interests of Assignor or any Affiliate of Assignor (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, in each case, except to the extent related to the Assumed Obligations;

(k) Any patent, patent application, logo, service mark, copyright, trade name, trademark or other intellectual property of or associated with Assignor or any Affiliate of Assignor or any business of Assignor or of any Affiliate of Assignor;

(l) All personal computers and associated peripherals and all radio and telephone equipment, but specifically excluding any SCADA or similar Equipment; and

(a) All proprietary and other computer software.

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.

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

(a) **Effective Time.** This Assignment is effective as of the Effective Time.

(b) **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 to the extent of the conflict. Capitalized terms used and not otherwise defined in this Assignment are used with the meanings given thereto in the Purchase and Sale Agreement.

(c) **Disclaimers.**

EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT, CONFIRMED IN THE CERTIFICATE OF ASSIGNOR DELIVERED PURSUANT TO SECTION 9.2(C) OF THE PURCHASE AND SALE AGREEMENT, OR IN THIS ASSIGNMENT, (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).

EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT, CONFIRMED IN THE CERTIFICATE OF ASSIGNOR TO BE DELIVERED 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 THIRD PARTIES, (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 AGREEMENT 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 AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT, CONFIRMED IN THE CERTIFICATE OF ASSIGNOR TO BE DELIVERED PURSUANT TO SECTION 9.2(C) OF THE PURCHASE AND SALE AGREEMENT, OR IN THIS ASSIGNMENT, (I) ASSIGNOR HAS NOT AND WILL NOT MAKE 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 (II) NOTHING IN THIS AGREEMENT OR OTHERWISE WILL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND ASSIGNEE 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(c)** are "conspicuous" disclaimers for the purpose of any applicable Law.

(d) **Special Warranty of Title.** This Assignment is made, executed and delivered without warranty of title, either express or implied, except that Assignor specially warrants and agrees to defend Defensible Title, as such term is defined in the Purchase and Sale Agreement, 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 thereof (the "*Special Warranty of Title*").

(e) **Assumption by Assignee.** Subject to the indemnification by Assignor under **Section 11.3** of the Purchase and Sale Agreement, Assignee assumes and will fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the obligations and liabilities of Assignor and its predecessors in interest, 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 (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, subject to the provisions of **Section 7.17** of the Purchase and Sale Agreement, all Suspense Funds), (c) properly plug and abandon 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, flow lines, and property of whatever kind related to or associated with operations and activities conducted on the Properties, (f) cleanup, restore and/or remediate the premises covered by or related to the Assets in accordance with applicable agreements and Laws, (g) pay all Property Costs, (h) pay all Taxes, and (i) perform all obligations applicable to or imposed on the lessee, owner, or operator under the Leases or 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 or liabilities of Assignor to the extent that they arise out of, relate to, or are attributable to the Excluded Obligations (as defined in the Purchase and Sale Agreement).

(f) **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.

(g) **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 extend to, bind and inure to the benefit of the Parties, their heirs, successors and assigns.

[Signature Pages Follow]

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

ASSIGNOR:

Merit Hugoton, L.P.

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

By: Christopher S. Hagge
Name: Christopher S. Hagge
Title: Vice President

Merit Hugoton II, LLC

By: Christopher S. Hagge
Name: Christopher S. Hagge
Title: Vice President

MMGJ Arkansas, LLC

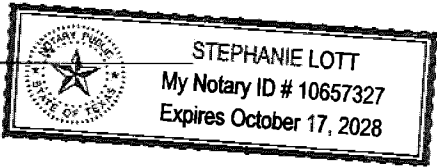
By: Christopher S. Hagge
Name: Christopher S. Hagge
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Christopher S. Hagge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as Vice President of Merit Management Partners GP, LLC, in its capacity as the general partner of Merit Hugoton, L.P., and as Vice President of Merit Hugoton II, LLC and of 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 6th day of January 2026.

Stephanie Lott
Notary Public

My Commission Expires: 

ASSIGNEE:

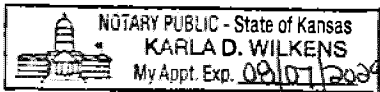
Carmen Schmitt Inc.

By: Carmen Schmitt
Name: Carmen Schmitt
Title: President

STATE OF KANSAS §
 §
COUNTY OF Barton §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Carmen Schmitt., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as President of Carmen Schmitt Inc., a Kansas Corporation, 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 13 day of January 2026.



Karla D. Wilkens
Notary Public

My Commission expires 08/07/2029

Exhibit A - Leases

to Assignment, Conveyance and Bill of Sale dated Effective October 1, 2025
by and between Merit Hugoton, L.P., et.al., as Assignor, and Carmen Schmitt Inc., as Assignee

MERIT #	PROSPECT	ORIGINAL LESSOR	ORIGINAL LESSEE	AGREEMENT DATE	BOOK	PAGE	TWP-RGE-SEC	COUNTY	STATE
66487000	1253 - OXY HUGOTON - KS	HENRY F BROWN	CITIES SERVICE OIL COMPANY	6/25/1943	10	418	33S-42W-7	MORTON	KANSAS
66593001	1253 - OXY HUGOTON - KS	MAGNOLIA PETROLEUM COMPANY	TERMINAL FACILITIES, INC	5/11/1953	18	203	33S-42W-7	MORTON	KANSAS
66593002	1253 - OXY HUGOTON - KS	PRENTICE SOUPISET	EDWIN L COX	8/17/1953	18	121	33S-42W-7	MORTON	KANSAS
66721000	1253 - OXY HUGOTON - KS	JOHN N JOHNSON	AMERADA PETROLEUM CORPORATION	6/19/1951	16	368	33S-43W-12	MORTON	KANSAS

Exhibit A-1 - Wells
to Assignment, Conveyance and Bill of Sale dated Effective October 1, 2025
by and between Merit Hugoton, L.P., et.al., as Assignor, and Carmen Schmitt Inc., as Assignee

API 10	WELL NAME	Unit Name	OPERATOR	DI COUNTY	State	WI	NRI
1512910272	HAYWARD 'E' 1		MERIT ENERGY COMPANY	MORTON	KS	0.54843126	0.47127335

Exhibit A-2 - Contracts

to Assignment, Conveyance and Bill of Sale Effective October 1, 2025
by and between Merit Hugoton, L.P., et.al., as Assignor, and Carmen Schmitt Inc., as Assignee

Agreement Number	Acquisition	Agreement Type	FIRST PARTY	SECOND PARTY	Agreement Date	Book	Page	County	State	Exhibit A - formatted
61550000	OXY	Operating Agreement	HAYWARD E UNIT		12/16/1953			Morton	KANSAS	N/2 SEC 7-33S-42W & E/2 SEC 12-33S-43W MORTON COUNTY, KANSAS

Exhibit A-3 - Easements
to Assignment, Conveyance and Bill of Sale dated Effective October 1, 2025
by and between Merit Hugoton, L.P., et.al., as Assignor. and Carmen Schmitt Inc., as Assignee

Agreement Number	ACQUISITION	Agreement Type	Original Lessor	Original Lessee	Agreement Date	Book	Page	RECEPTION	TWP-RGE-SEC	County	State
NONE			NONE							Morton	KS

Exhibit A-4 - Pipelines
to Assignment, Conveyance and Bill of Sale dated October 1, 2025
by and between Merit Hugoton, L.P., et al., as Assignor, and Carmen Schmitt Inc., as Assignee

None

Schedule 1.2(I) - Vehicles

to Assignment, Conveyance and Bill of Sale dated Effective October 1, 2025

by and between Merit Hugoton, L.P., et.al., as Assignor, and Carmen Schmitt Inc., as Assignee

VIN	OFFICE	Merit Classification	Model Year	Make Name	VIN Model
None					