

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
April 2019
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: _____

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 _____

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: 3/10/2022 3:26:05 PM
[ELECTRONICALLY FILED]

ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AND BILL OF SALE ("Assignment") dated the 1st day of March, 2022, is from **MANUEL CORPORATION**. (hereinafter referred to as "Assignor") to :

RED HILLS ENERGY, LLC
9240 NW River Road
Medicine Lodge, KS 67104

(hereinafter referred to as Assignee).

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, sell, bargain, assign, convey, quit-claim and deliver unto said Assignee the following properties (real, personal or mixed) and rights (contractual or otherwise), subject, however, to the reservations and conditions which are hereinafter set forth, to-wit:

- (a) All of Assignor's right, title and interest (including all working interests, pooled interests and other leasehold) in, to and under the oil and gas leases, the wells, and the leasehold estates created thereby; and any contracts or agreements affecting any of the lands set forth and described in Exhibit A", attached hereto and made a part hereof by this reference, but excluding any royalty and overriding royalty interests owned by Assignor or with respect to which Assignor acts as Agent, all of which are hereinafter called the "Subject Property"; and
- (b) All of Assignor's right, title and interest in and to all permits, licenses, servitudes, easements and rights-of-way of every character relating to said Subject Property; and
- (c) All of Assignor's right, title and interest in and to all personal property and improvements on said Subject Property, whether in use and operation, idle, or abandoned; all wells, casing, tubing, rods, packers, wellheads, pumping units, tanks, gun barrels, engines, and all other downhole and surface fixtures, materials, goods and equipment; all buildings or other structures, and machinery; all pipelines and pipeline systems, and related or appurtenant tankage, materials and equipment; all pump stations, lead lines, utility lines, power lines, telephone lines and telegraph lines, whether located above or below the ground; and any and all other personal property and improvements on, appurtenant to, or obtained and used, or held for use, in connection with the ownership, operation, maintenance, and repair of the Subject Property.

TO HAVE AND TO HOLD, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

1. THIS ASSIGNMENT AND BILL OF SALE IS MADE WITHOUT ANY WARRANTY OF TITLE, EXPRESS, IMPLIED, STATUTORY, OR AT COMMON LAW; AND WITHOUT ANY OTHER COVENANT, WARRANTY, OR REPRESENTATION OF ANY NATURE, WHETHER EXPRESS, IMPLIED, STATUTORY, OR AT COMMON LAW. ANY SUCH COVENANTS, WARRANTIES AND REPRESENTATIONS, WHETHER OF TITLE OR OTHERWISE, ARE HEREBY EXPRESSLY DISCLAIMED BY ASSIGNOR, AND ASSIGNEE ACCEPTS THIS ASSIGNMENT AND BILL OF SALE WITH FULL KNOWLEDGE OF SAME. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR SPECIFICALLY MAKES NO REPRESENTATION, COVENANT, OR WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR AT COMMON LAW, AS TO THE VALIDITY OF ANY OF THE LEASES, CONTRACTS OR AGREEMENTS COVERED HEREBY, OR AS TO THE ACCURACY OF ANY DATA OR INFORMATION DELIVERED TO ASSIGNEE BY WHATSOEVER MEANS WITH RESPECT TO THE PROPERTIES CONVEYED HEREBY, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON PRODUCTION OR RESERVES, IF ANY, ATTRIBUTABLE TO THE PROPERTIES CONVEYED, THE ABILITY OF THE PROPERTIES TO PRODUCE HYDROCARBONS, OR THE PRICES AT WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS, OR CONCERNING THE COSTS OF OPERATIONS. FURTHER, AND ALSO WITHOUT

LIMITING THE GENERALITY OF THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN ASSIGNOR AND ASSIGNEE THAT ALL PERSONAL PROPERTY AND IMPROVEMENTS BEING CONVEYED HEREUNDER, AS MORE PARTICULARLY DESCRIBED HEREINABOVE, ARE BEING DELIVERED TO ASSIGNEE WITHOUT WARRANTY, COVENANT OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY, OR AT COMMON LAW, AS TO DESCRIPTIONS, TITLE, CONDITION, SERVICEABILITY, MERCHANTABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE, AND ASSIGNEE ACCEPTS ALL OF SUCH PERSONAL PROPERTY AND IMPROVEMENTS "AS IS", "WHERE IS", AND "WITH ALL FAULTS".

2. ASSIGNEE HEREBY ACKNOWLEDGES THAT ASSIGNEE HAS EXAMINED THE PROPERTY BEING CONVEYED, AND IN ACCEPTING THIS ASSIGNMENT IS NOT RELYING FOR ANY PURPOSE ON ANY PRIOR DESCRIPTION OF SUCH PROPERTY, WHETHER WRITTEN OR VERBAL, WHICH MAY HAVE BEEN DELIVERED TO ASSIGNEE BY ASSIGNOR AND THAT ASSIGNEE HAS INSPECTED THE SUBJECT PROPERTY FOR ALL PURPOSES, INCLUDING, WITHOUT LIMITATION, FOR THE PURPOSE OF DETECTING THE PRESENCE OR CONCENTRATION OF NATURALLY OCCURRING RADIUM, THORIUM OR OTHER SUCH MATERIALS (HEREINAFTER REFERRED TO AS "NORM"), AND HAS SATISFIED ITSELF AS TO THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE SUBJECT PROPERTY, BOTH SURFACE AND SUBSURFACE, AND ASSIGNEE ACCEPTS THE SAME "AS IS, WHERE IS, AND WITH ALL FAULTS". ASSIGNOR DISCLAIMS ALL LIABILITY ARISING IN CONNECTION WITH THE PRESENCE OF ENVIRONMENTAL CONDITIONS SUCH AS, BUT NOT LIMITED TO, NORM ON THE SUBJECT PROPERTY. WITHOUT LIMITING ANY OF THE FOREGOING, ASSIGNOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING (i) THE PRESENCE OR ABSENCE FROM THE LANDS COVERED BY THE INTERESTS OF HAZARDOUS SUBSTANCES AND/OR SOLID WASTE, AS DEFINED BY THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS PROMULGATED PURSUANT TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AS AMENDED ("CERCLA"); OR (ii) THE COMPLIANCE OR NONCOMPLIANCE OF THE INTERESTS WITH CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL CLEAN AIR ACT (AS ANY OF THE SAME MAY HAVE BEEN AMENDED FROM TIME TO TIME), OR ANY OTHER STATUTE, LAW, ORDINANCE, REGULATION, ORDER OR DECREE RELATING TO ENVIRONMENTAL MATTERS.

3. THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY LAW TO BE APPLICABLE, THE DISCLAIMERS CONTAINED WITHIN PARAGRAPHS 1. AND 2. HEREOF ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY LAW, RULE OR ORDER.

4. From and after the Effective Date of this Assignment and Bill of Sale, Assignee shall defend, indemnify and hold Assignor harmless from and against any and all claims, demands, and causes of action of every kind and character, brought by or in favor of any individual, company, corporation, governmental agency or other entity, for claims concerning the ownership of the Subject Property, including but not limited to claims for gas balancing, or for personal injury, death, damages to the Subject Property or to the environment, or for pollution of any nature, or for the condition of the lands, wells, or premises conveyed, whether surface or sub-surface, latent or patent, whether arising from or contributed to by violation of any applicable law or regulation, or by the negligence in any form by Assignor, its agents, employees, or contractors, whether in connection with operations of or on the Subject Property or any portion thereof, and whether arising from incidents, conditions, actions or inactions existing or occurring before, on, or after the Effective Date of this Assignment and Bill of Sale, or otherwise. Without limiting the generality of the foregoing, such indemnities shall apply to all such claims, demands or causes of action arising directly or indirectly from or incident to, the use, occupation, operation, maintenance or abandonment of the Subject Property, whether past, present, or future, regardless of whether such claims are based on acts or omissions of Assignor or its predecessors under any theory of negligence, willful misconduct, liability without fault, or otherwise, whether before, on, or after the Effective Date of this Assignment and Bill of Sale, and shall extend and apply to any and all costs and expenses of whatsoever nature relative thereto, including, but not limited to, attorneys' fees and expenses.

5. The rights, titles and interests herein conveyed are vested in Assignor through separate and various documents, including, but not limited to, leases, assignments, contracts and agreements, and Assignee hereby acknowledges same and agrees to be bound by all terms and conditions of such instruments, whether or not listed on any Exhibit attached hereto. From and after the Effective Date of this Assignment and Bill of Sale, Assignee shall assume, be responsible for, and comply with all duties and obligations of Assignor, express or implied, with respect to the Subject Property, including, without limitation, those arising under or by virtue of any lease, assignment, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority. Assignee shall perform all of the above stated duties and obligations at its sole expense, and shall defend, indemnify and hold Assignor harmless from and against any and all cost, expenses, damages, claims, losses, liabilities, demands and causes of action of every kind and character with respect thereto, whether arising out operations of or on the Subject Property, or any portion thereof, whether before or after the Effective Date of this Assignment and Bill of Sale, or otherwise.

6. Assignee warrants and represents that it is acquiring the interests covered by the Assignment and Bill of Sale for its own account, or for the account of one or more affiliated entities, as an investment and not with a view to the resale or distribution of all or any part of such interests, and that the representations and warranties of Assignee herein shall be deemed to be made by, and shall be binding upon Assignee and its assigns. Assignee recognizes and understands that the interest it is acquiring hereunder has not been registered under the Securities Act of 1933, as same may have been amended, under the Kansas Uniform Security Act, or the securities act of any other state, and that Assignee therefore recognizes that it must bear the economic risk of investment for an indefinite period of time. Assignee warrants and represents that prior to entering into this Assignment and Bill of Sale, Assignee was advised by, and has relied solely upon, its own legal, tax and other professional counsel concerning this Assignment and Bill of Sale, the Subject Property, and the value thereof.

7. Assignor shall be entitled to all proceeds for sales from the Subject Property prior to the Effective Date of this Assignment and Bill of Sale. Assignee shall be entitled to all proceeds for sales from the Subject Property after the Effective Date. Assignor shall remain responsible for all expenses applicable to the working interests assigned herein which are joint billed for any month of operations that is prior to the Effective Date. Assignee shall be responsible for all other expenses applicable to the working interests assigned herein. There shall be no adjustment for ad valorem or any other taxes.

8. Assignee will be liable for and agrees to pay all sales taxes or recording fees due as a result of this assignment. No commission, brokerage fee, documentary stamp or tax, filing fee or any other associated cost will be paid by Assignor in connection with this sale.

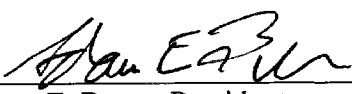
9. It is specifically understood and agreed by and between Assignor and Assignee that all of the indemnifications and other covenants herein contained shall continue and remain in effect after and beyond the Effective Date of this Assignment and Bill of Sale. Assignee hereby acknowledges and agrees that the terms of this Assignment and Bill of Sale between the parties hereto are contractual and not a mere recital.

10. The terms and conditions contained herein shall constitute covenants running with the land, and shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee.

DATED this 1st day of MARCH, 2022, to be effective as of MARCH 1, 2022.

ASSIGNOR

MANUEL CORPORATION

By: 
Adam E. Beren, President

ASSIGNEE

Red Hills Energy, LLC

Paul L Smith

Name: Paul L. Smith

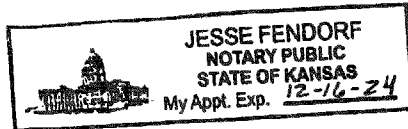
Title: Manager

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me on this 5th day of January, 2022, by Adam E. Beren, as President of Manuel Corporation., a Delaware corporation, on behalf of the corporation.

My commission expires:
12-16-2024

Jesse Fendorf
Notary Public



STATE OF Kansas)
) SS:
COUNTY OF Barber)

The foregoing instrument was acknowledged before me on this 10 day of March, 2022, by Paul L Smith, as manager of Medicine Lodge, Kansas on behalf of said entity.
Red Hills Energy, LLC

My commission expires:

Nola Fowler
Notary Public
Bond No. 1180663

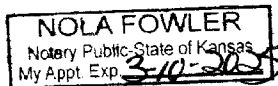


Exhibit "A"

Attached to and made a part of that certain by and between the **MANUEL CORPORATION**, as Assignor, and **RED HILLS ENERGY, LLC**, as Assignee.

Oil and Gas Leases

Date: June 24, 1943
 Recorded: Book 10 O&G, Page 317
 Lessor: Mary A. Denney nee Mary A. Soupiset and John D. Denny, her husband; Prentice Soupiset, a single man; Robert Soupiset and Catharine D. Soupiset, his wife; Edna Mae Thommen and G. A. Thommen, her husband; and Genevieve Sanders, a widow
 Lessee: Cities Service Oil Company
 Lands: INSOFAR AS SAID LEASE COVERS:
Township 33 South, Range 43 West
 Section 10: NE/4
 Morton County, Kansas

Date: June 21, 1943
 Recorded: Book 10 O&G, Page 399
 Lessor: C. O. Bare and Willie E. Bare, his wife
 Lessee: Cities Service Oil Company
 Lands: INSOFAR AS SAID LEASE COVERS:
Township 33 South, Range 43 West
 Section 10: SW/4
 Morton County, Kansas

Date: June 14, 1943
 Recorded: Book 11, Page 126
 Lessor: Blanche Mize, a widow
 Lessee: Cities Service Oil Company
 Lands: INSOFAR AS SAID LEASE COVERS:
Township 33 South, Range 43 West
 Section 10: SE/4
 Morton County, Kansas

Date: January 3, 1989
 Recorded: Book 45, Page 89
 Lessor: Betty Jean Blair, a widow
 Lessee: Hawkins Oil & Gas, Inc.
 Lands: Township 33 South, Range 43 West
 Section 10: NW/4
 Morton County, Kansas

Effective Date: August 22, 1989
 Recorded: Book 46, Page 242
 Lessor: Bureau of Land Management
 Lease No. KS NM 81831
 Lessee: OXY USA INC.
 Lands: Township 33 South, Range 43 West
 Section 10: NW/4
 Morton County, Kansas

AND INSOFAR ONLY AS THE ABOVE DESCRIBED LEASES COVER GAS RIGHTS FROM 3400' DOWN TO AND INCLUDING 5,000'