KOLAR Document ID: 1661611

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:	ı			
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:			
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:			
Gas Gathering System:	Lease Name:			
Saltwater Disposal Well - Permit No.:				
Spot Location:feet from N / S Line	SecTwpRE			
feet from E / W Line	Legal Description of Lease:			
Enhanced Recovery Project Permit No.:				
Entire Project: Yes No	County:			
Number of Injection Wells**	Production Zone(s):			
Field Name:	Injection Zone(s):			
** Side Two Must Be Completed.	injection zone(s).			
Surface Pit Permit No.:	feet from N / S Line of Section			
(API No. if Drill Pit, WO or Haul)	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:			
	Date:			
Title:	Signature:			
New Operator's License No	Contact Person:			
New Operator's Name & Address:	Phone:			
·	Oil / Gas Purchaser:			
Nov. On anatoria Faraili				
New Operator's Email:	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 a	above injection well(s) or pit permit.			
is acknowledged as	is acknowledged as			
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit			
Permit No.: Recommended action:	permitted by No.:			
Date:	Date:			
Authorized Signature	Authorized Signature			
DIGITALITY	PROPULATION			
DISTRICT EPR I	PRODUCTION UIC			

Side Two

Must Be Filed For All Wells

KDOR Lease N	lo.:		_		
* Lease Name:			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Sec (i.e. FSL = Feet from		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle: FSL/FNL	Circle: 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.

KOLAR Document ID: 1661611

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) CE	3-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	
Address 1:	
Address 2:	
City: State: Zip:+	
Contact Person:	the lease below:
Phone: () Fax: ()	
Email Address:	
Surface Owner Information:	
Name:	
Address 1:	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
Address 2:	accepts, and in the real extete property toy records of the accepts traceurer
City:	_
the KCC with a plat showing the predicted locations of lease roads,	athodic Protection Borehole Intent), you must supply the surface owners and tank batteries, pipelines, and electrical lines. The locations shown on the plated on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
☐ I certify that, pursuant to the Kansas Surface Owner No provided the following to the surface owner(s) of the langer C-1, Form CB-1, Form T-1, or Form CP-1 that I am	otice Act (see Chapter 55 of the Kansas Statutes Annotated), I have d upon which the subject well is or will be located: 1) a copy of the filing in connection with this form; 2) if the form being filed is a Form my operator name, address, phone number, fax, and email address.
the KCC will be required to send this information to the sur	s). I acknowledge that, because I have not provided this information, rface owner(s). To mitigate the additional cost of the KCC performing address of the surface owner by filling out the top section of this form e to the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 hand form and the associated Form C-1, Form CB-1, Form T-1, or Form	lling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.
I hereby certify that the statements made herein are true and correct	ct to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

ASSIGNMENT OF OIL AND GAS LEASES

The undersigned, CLAASSEN OIL AND GAS, INC., with a mailing address of P.O. Box 417, Estes Park, CO 80517, DEBBIE SCHMITT LLC AND STANGE PROPERTIES LLC with a mailing address of P.O. Box 47, Great Bend, Kansas 67530 AND KUHN OIL CO. INC. with a mailing address of Box 129, TIMBER LAKE, SD 57656 (hereinafter referred to as "Assignors"), does hereby bargain, sell, transfer, convey, set over and assign to RED HILLS RESOURCES, INC., with a mailing address of PO BOX 132, ENGLEWOOD, KANSAS 67840 (hereinafter referred to as "Assignee") and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, all of its undivided right, title and interest in and to those certain Oil and Gas Leases described on Exhibit A, only to the extent said leases cover the lands described on Exhibit A attached hereto, together with the rights incident thereto, along with a like proportionate interest in the wells and personal property thereon, appurtenant thereto or used or obtained in connection therewith.

- The interests conveyed hereby include the following:
- a. the proportionate share of the working interest of Assignors and to the leasehold estates and drilling rights, easements and privileges, including without limitation the working interest and net revenue interest created by the Oil and Gas Leases described on Exhibit A to the extent the same cover the wells and lands described on said Exhibit A:
- b. the proportionate share of the working interest of Assignors in and to, or otherwise derived from, all presently existing and valid oil, gas or mineral unitization pooling, or communitization agreements, declarations and/or orders relating to the Oil and Gas Leases described on Exhibit A to the extent the same cover the wells and lands described on said Exhibit A;
- c. the proportionate share of the working interest of Assignors in and to all presently existing and valid production, sales (and sales related) contracts, operating agreements (as operator and non-operator), and other agreements and contracts which relate to the Oil and Gas Leases described on Exhibit A to the extent the same cover the wells and lands described on said Exhibit A;
- d. the proportionate share of the working interest of Assignors in and to all hydrocarbon production from or attributable to the Oil and Gas Leases described on Exhibit A to the extent the same cover the wells and lands described on said Exhibit A on or after the Effective Date and proportionate interest of Assignors in and to all hydrocarbons that, on the Effective Date, are held in suspense by a purchaser for the

account of the Assignors attributable to the wells and lands described on said Exhibit A or are owned by Assignor but remain in storage or within processing plants.

- 2. The Oil and Gas Leases herein assigned are assigned by Assignors and accepted by Assignee subject to all royalties and overriding royalties of record.
- 3. This Assignment shall be effective as of 12:01 a.m. CST on September 1, 2022 regardless of the date of execution hereof.
- 4. This Assignment is made without warranty of any kind, express, implied or statutory. Assignors make no warranties with respect to its rights, interest or title to the oil and gas leases, wells or lands described on Exhibit A, whether express or implied and the personal property is being conveyed as-is, where-is and without warranty of any type.
- 5. The assignment of the leases, wells and lands herein shall be limited to those lands described in Exhibit A. Any lands covered by the leases not described in said Exhibit A are not intended to be assigned herein and such lands and associated leasehold rights are explicitly reserved by Assignors.
- 6. Assignee accepts the leases, all wells and equipment "as-is" and with all faults. Assignee further acknowledges that it is purchasing the assigned leases and wells without relying on any representations by Assignors concerning the condition, environmental or otherwise, of the leases, wells, or any equipment thereon. Assignors make no warranty as to the leases, wells, or any related equipment. Assignee is relying solely on its independent investigation to determine the status of the assigned leases, wells and area encompassed by the assigned leases and wells. Assignee agrees to assume all liabilities it may incur as an owner and/or operator of the leases and wells and the area encompassed by the leases and wells, including any environmental cleanup obligations that may be imposed under any local, state or federal law, including the common law. Assignee further agrees to hold Assignors harmless from any claim Assignee may have or acquire, in contribution or otherwise, associated with the condition of the assigned leases, wells or associated property or Assignee's liability as owner and/or operator. This includes without limitation, any claim or cause of action Assignee may have at common law or under any local, state or federal statute such as CERCLA or a state of local counterpart.
- 7. Following the Effective Date, Assignee shall be responsible for all ad valorem taxes, whether yet assessed or due, attributable to oil and gas production from the wells and leases described on Exhibit A prior to or subsequent to the Effective Date.

8. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each party that executes the same whether or not all of such parties execute the same counterpart. If counterparts of the Assignment are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original.

ASSIGNORS

CLAASSEN OIL AND GAS, INC.

Date: 50 tember 2 2022 By: Da	inul R Claasson
Daniel R.C	Claassen, President
STATE OF <u>Colorado</u>)55. COUNTY OF <u>Larimer</u>	
Refere me, the undersigned Natory Dublic managed	Devial Classes
to be the identical person who subscribed their name	day of <u>September</u> 2022, to me known to the foregoing instrument and acknowledged to me ary act and deed of the uses and purposes therein set
Given under my hand and seal of office	the day and year last above written. OTARY PUBLIC
My Comm. Expires: March 15, 2026	COLLIN DAVID RUIZ NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20224010359 MY COMMISSION EXPIRES MARCH 15, 2026

ASSIGNORS

DEBBIE SCHMITT LLC

Date: August 29, 2022	Carmen Schmitt
	Carrieri Scrimiti
STATE OF Kanses	
)SS.	
COUNTY OF Barton	
Before me, the undersigned Notary Public, per of Debbie Schmitt LLC on the identical person who subscribed their name to the fore executed the same as their free and voluntary act and	day of to be the egoing instrument and acknowledged to me that they
Given under my hand and seal of office the da	ay and year last above written.
	NOTARY PUBLIC
My Comm. Expires 3/1/2024	NOTARY PUBLIC - State of Kansas SAMANTHA L. ELSEN My Appt Expires 3 1 12020
STANGE PRO	OPERTIES LLC
Date: August 29, 2022	By: Company State State State Schmitt
STATE OF Kensas	
)SS.	
COUNTY OF Barton	
Before me, the undersigned Notary Public, per of Stange Properties LLC on the the identical person who subscribed their name to the they executed the same as their free and voluntary actions.	day of Accuse, 2022 to me known to be
Given under my hand and seal of office the da	ay and year last above written.
	NOTARY PUBLIC
My Comm. Expires 3/1/2024	NOTARY PUBLIC - State of Kansas SAMANTHAL ELSEN My Appt Expires 3 1 1 2024

ASSIGNOR

KUHN OIL CO. INC.

Date:_	8-	30	-72	
Late.		-	-	1995

STATE OF _ 51D

155.

Before me, the undersigned Notary Public, personally appeared Hobert L. Kuhn as of Kuhn Oil Co. Inc. on the 30 day of Angust. 2022 to me known to be the identical person who subscribed their name to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and dood of the next and acknowledged to me that they executed the same as their free and voluntary act and deed of the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Comm. Expire

Kathy Snyder Pelso KATHY SNYDER NELSON

Notary Public, Dewey Cty., S. Dak. My Commission Expires March 31, 2023

ASSIGNEE

RED HILLS RESOURCES, INC.

0 20 22	By lles my
Date: 8-29-22	By: Wes McKinney
STATE OF Kausas	
)SS.
COUNTY OF Clark	
they executed the same as their	Resources, Inc. on the <u>29</u> day of <u>Quant</u> , 2022 to me known to be ribed their name to the foregoing instrument and acknowledged to me that rifree and voluntary act and deed of the uses and purposes therein set forth.
	Barbara Solorio NOTARY PUBLIC
My Comm. Expires 12-21-	2024
BARBARA Notary Public - My Appt. Expires /2-	SOLORIO State of Kansas 21-2024

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases by and between Claassen Oil and Gas, Inc. Debbie Schmitt LLC, Stange Properties LLC, Kuhn Oil Company and Red Hills Resources, Inc. dated August 30, 2022 but effective September 1, 2022

(All lands are in Section 6, Township 35 South, Range 25 West, Clark County, Kansas)

DATED:

December 1, 1979

LESSOR:

Ferne Marshall Theis, et al

LESSEE:

Hawkins Oil & Gas, Inc.

RECORDED:

Book 60, Page 25

LANDS:

NW/4, W/2 SW/4 and W/2 NE/4

DATED:

December 1, 1979

LESSOR:

Locke Theis, et al

LESSEE:

Hawkins Oil & Gas, Inc.

RECORDED:

Book 60, Page 19

LANDS:

NW/4, W/2 SW/4 and W/2 NE/4