

# MID-CONTINENT ENERGY EXCHANGE

## Oil & Gas Asset Auctions



### Data Packet

## **Soupiset 1-10**

Operated Lease in  
Morton County, KS

### ***In this Document:***

[Lot Summary](#)

[Income & Expenses](#)

[Production](#)

[Maps](#)

[Misc. Info](#)



# ***Lot Summary***

County/State: Morton County, KS

Legal Description: All Sec 10-33S-34W limited to gas rights from  
3400' down to and including 5,000'

Lease Name: Soupiset 1-10

Asset Type: Operated Lease

Gross Working Interest: 100%

Net Revenue Interest: 75.63147%

API: 15-129-20957

Lease #: 215861

Operator: Berexco, LLC

Disclaimer: Bidders must conduct their own due diligence prior to bidding at the auction. Bidders shall rely upon their own evaluations of the properties and not upon any representation either oral or written provided here. This is a summary of information provided by the seller to Mid-Continent Energy Exchange.

2021

Unit/Well Name

Oil NRI\*

GAS NRI\*

100% WORKING INTEREST (WI) Profit (LOSS) - OPERATING

Soupiset

County Morton

State KS

Operator BEREXCO LLC

Type LSE

Status ANO

Pumper CIMBACA PRODUCTION SERVICES

Foreman KLAUS, GREG

Eng/Tech NICK/EVAN-SWKS

0.756314700

2021	NET PRICE	NET PRICE	OIL	GAS*	WI OIL	WI GAS*	OIL PROD	GAS* PROD	NET	NET	TANGIBLES	IDC	LOE	WORKOVER	TOTAL	2021 WI**
Month	RECD BBL	RECD MCF	VOLUME	VOLUME	INCOME	INCOME	SEV TAX	SEV TAX	OIL REV	GAS* REV					EXPENDITURES	CASH FLOW
January		3.21	0	393	0	954	0	6	0	948	0	0	1313	0	1313	365
February		15.58	0	117	0	1378	0	61	0	1317	0	0	814	0	814	503
March		3.84	0	336	0	975	0	5	0	970	0	0	755	0	755	215
April		3.38	0	861	0	2204	0	109	0	2095	0	0	452	0	452	1643
May		2.98	0	442	0	996	0	7	0	989	0	0	1321	0	1321	332
June		3.55	0	587	0	1577	0	9	0	1568	0	0	1624	0	1624	56
July		4.2	0	685	0	2174	0	106	0	2068	0	0	857	0	857	1211
August		4.44	0	610	0	2050	0	98	0	1952	0	0	875	0	875	1077
September		3.97	0	821	0	2463	0	119	0	2344	0	0	2478	0	2478	134
October		6.54	0	561	0	2775	0	129	0	2646	0	0	1186	0	1186	1460
November			0	0	0	0	0	0	0	0	0	0	0	0	0	0
December			0	0	0	0	0	0	0	0	0	0	0	0	0	0
2021	0	52	0	5413	0	17546	0	649	0	16897	0	0	11675	0	11675	5222

**REDWING GAS SYSTEMS INC.**  
**REVENUE HISTORY - AUGUST 2021 THRU OCTOBER 2021**

SOUPISET 1-10

MERIT ENERGY COMPANY - HUGOTON GAS GATHERING SYSTEM

METER #22158 B

GAS PURCHASE AGREEMENT WITH MERIT ENERGY IS MONTH TO MONTH

PRICE: 100% RESIDUE & LIQUIDS + 85% HELIUM LESS GATHERING, MARKETING & PROCESSING FEES (APPROX. \$1.28/MCF)  
& LESS \$300 METER FEE IF MONTHLY VOLUME IS LESS THAN 325 MMBTU

DTIDNO	LEASE NAME	SALES DATE	MCF VOL	GROSS VALUE	TAXES	NET VALUE	GROSS PRICE
							PER MCF
1309800	Soupiiset	20210831	610	2,771.57	132.52	2,639.05	4.5436
1309800	Soupiiset	20210930	821	3,443.69	165.94	3,277.75	4.1945
1309800	Soupiiset	20211031	561	3,669.37	170.38	3,498.99	6.5408

BEREXCO LLC  
2020 N. BRAMBLEWOOD  
WICHITA, KANSAS 67206

C333

IDENTIFICATION# KS 1309800	PROPERTY NAME Soupiset	DATE 10/31/2021	INVOICE# SUMMARY	PAGE 1169
UNIT	ALL PARTICIPANTS	RUNDATE:12/13/21		

REF.NO.	VENDOR	DESCRIPTION	ENTITY	AMOUNT
-----				
	LOE/WORKOVER			
	LEASE/UNIT OPERATING EXPENSES			
	SALT WATER COSTS			
	HAULING			
54177	MAX PAPAY LLC*		Soupiset 1	180.00
54287	MAX PAPAY LLC*		Soupiset 1	192.00
	CHEMICALS			
	CORROSION/SCALE INHIBITOR			
912217055	BAKER HUGHES, A GE COMPANY*		Soupiset 1	30.32
	BIOCIDE			
912217055	BAKER HUGHES, A GE COMPANY*		Soupiset 1	1.88
	REPAIRS & MAINTENANCE			
	SUBSURFACE EQUIPMENT			
759017	SUNRISE OILFIELD SUPPLY LLC		Soupiset 1	15.16
	TUBING & RODS			
759616	SUNRISE OILFIELD SUPPLY LLC		Soupiset 1	166.03
	FUEL & POWER			
	ELECTRICITY			
10/21BX	PIONEER ELECTRIC COOP	514328	Soupiset	165.52
	PUMPER COSTS			
	CONTRACT			
2628	CIMBACA PRODUCTION SERVC L		Soupiset 1	200.00
	AREA EXPENSE ALLOCATION			
10/2021	BEREXCO LLC	BEAUCHAMP AREA	Soupiset	11.01
10/2021	BEREXCO LLC	SUBLETTE YARD A	Soupiset	29.47
	OTHER LEASE/UNIT OPERATING EXP			
	AD VALOREM TAXES			
000539-202	MORTON COUNTY TREASURER	1ST HALF	Soupiset 1	97.17
000539-202	MORTON COUNTY TREASURER	2ND HALF	Soupiset 1	97.16
	TOTAL LEASE/UNIT OPERATING EXPENSES			1185.72
	TOTAL LOE/WORKOVER			1185.72
OWNER	NAME	DECIMAL		
0000010	MANUEL CORPORATION	0	1.000000000	1185.72
	TOTAL		1.000000000	1185.72
	TOTAL INVOICE			1185.72
OWNER	NAME			
0000010	MANUEL CORPORATION	0		1185.72
	* ALL OWNERS *			1185.72

BEREXCO LLC  
2020 N. BRAMBLEWOOD  
WICHITA, KANSAS 67206

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IDENTIFICATION#	PROPERTY NAME	DATE	INVOICE#	PAGE
KS 1309800	Soupiset	9/30/2021	SUMMARY	1057
UNIT	ALL PARTICIPANTS	RUNDATE:10/31/21		

REF.NO.	VENDOR	DESCRIPTION	ENTITY	AMOUNT
LOE/WORKOVER				
LEASE/UNIT OPERATING EXPENSES				
SALT WATER COSTS				
53692	HAULING		Soupiset 1	180.00
53822	MAX PAPAY LLC*		Soupiset 1	180.00
REPAIRS & MAINTENANCE				
PRIME MOVERS				
21037	G.E.M.S., INC*		Soupiset 1	1681.29
FUEL & POWER				
ELECTRICITY				
09/21BX	PIONEER ELECTRIC COOP	514328	Soupiset	232.41
PUMPER COSTS				
CONTRACT				
2603	CIMBACA PRODUCTION SERVC L		Soupiset 1	200.00
AREA EXPENSE ALLOCATION				
09/2021	BEREXCO LLC	BEAUCHAMP AREA	Soupiset	4.43
TOTAL LEASE/UNIT OPERATING EXPENSES				2478.13
TOTAL LOE/WORKOVER				2478.13
OWNER	NAME		DECIMAL	
0000010	MANUEL CORPORATION	O	1.000000000	2478.13
	TOTAL		1.000000000	2478.13
TOTAL INVOICE				2478.13
OWNER	NAME			
0000010	MANUEL CORPORATION	O		2478.13
	* ALL OWNERS *			2478.13

BEREXCO LLC  
2020 N. BRAMBLEWOOD  
WICHITA, KANSAS 67206

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IDENTIFICATION#	PROPERTY NAME	DATE	INVOICE#	PAGE
KS 1309800	Soupiset	8/31/2021	SUMMARY	1096
UNIT	ALL PARTICIPANTS	RUNDATE:10/07/21		

REF.NO.	VENDOR	DESCRIPTION	ENTITY	AMOUNT
-----				
	LOE/WORKOVER			
	LEASE/UNIT OPERATING EXPENSES			
	SALT WATER COSTS			
	HAULING			
53336	MAX PAPAY LLC*		Soupiset 1	180.00
53527	MAX PAPAY LLC*		Soupiset 1	180.00
	FUEL & POWER			
	ELECTRICITY			
08/21BX	PIONEER ELECTRIC COOP	514328	Soupiset	236.95
	PUMPER COSTS			
	CONTRACT			
2580	CIMBACA PRODUCTION SERVCS L		Soupiset 1	200.00
	ROUSTABOUT			
	COMPANY			
08/2021	BEREXCO LLC		Soupiset	64.00
	AREA EXPENSE ALLOCATION			
08/2021	BEREXCO LLC	BEAUCHAMP AREA	Soupiset	13.69
	TOTAL LEASE/UNIT OPERATING EXPENSES			874.64
	TOTAL LOE/WORKOVER			874.64
OWNER	NAME	DECIMAL		
0000010	MANUEL CORPORATION	0	1.000000000	874.64
	TOTAL		1.000000000	874.64
	TOTAL INVOICE			874.64
OWNER	NAME			
0000010	MANUEL CORPORATION	0		874.64
			* ALL OWNERS *	874.64

BEREXCO LLC  
2020 N. BRAMBLEWOOD  
WICHITA, KANSAS 67206

C333

IDENTIFICATION# KS 1309800	PROPERTY NAME Soupiset	DATE 7/31/2021	INVOICE# SUMMARY	PAGE 1073
UNIT	ALL PARTICIPANTS	RUNDATE: 9/03/21		

REF.NO.	VENDOR	DESCRIPTION	ENTITY	AMOUNT
LOE/WORKOVER				
LEASE/UNIT OPERATING EXPENSES				
SALT WATER COSTS				
52887	HAULING		Soupiset 1	180.00
53071	MAX PAPAY LLC*		Soupiset 1	180.00
CHEMICALS				
912016314	CORROSION/SCALE INHIBITOR		Soupiset 1	31.54
	BAKER HUGHES, A GE COMPANY*			
912016314	BIOCIDE		Soupiset 1	1.96
	BAKER HUGHES, A GE COMPANY*			
FUEL & POWER				
07/21BX	ELECTRICITY	514328	Soupiset	256.83
	PIONEER ELECTRIC COOP			
PUMPER COSTS				
2558	CONTRACT		Soupiset 1	200.00
	CIMBACA PRODUCTION SERVCS L			
AREA EXPENSE ALLOCATION				
07/2021	BEREXCO LLC	BEAUCHAMP AREA	Soupiset	5.40
07/2021	BEREXCO LLC	SUBLETTE YARD A	Soupiset	1.27
TOTAL LEASE/UNIT OPERATING EXPENSES				857.00
TOTAL LOE/WORKOVER				857.00
OWNER	NAME		DECIMAL	
0000010	MANUEL CORPORATION	O	1.000000000	857.00
	TOTAL		1.000000000	857.00
TOTAL INVOICE				857.00
OWNER	NAME			
0000010	MANUEL CORPORATION	O		857.00
			* ALL OWNERS *	857.00



BEREXCO LLC  
2020 N. BRAMBLEWOOD  
WICHITA, KANSAS 67206

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IDENTIFICATION# PROPERTY NAME DATE INVOICE# PAGE  
KS 1309800 Soupiset 6/30/2021 SUMMARY 1114  
UNIT ALL PARTICIPANTS RUNDATE: 7/31/21

REF.NO.	VENDOR	DESCRIPTION	ENTITY	AMOUNT
LOE/WORKOVER				
LEASE/UNIT OPERATING EXPENSES				
52617	SALT WATER COSTS HAULING MAX PAPAY LLC*		Soupiset 1	180.00
911955785	CHEMICALS CORROSION/SCALE INHIBITOR BAKER HUGHES, A GE COMPANY*		Soupiset 1	31.54
911955785	BIOCIDE BAKER HUGHES, A GE COMPANY*		Soupiset 1	1.96
L-209945	REPAIRS & MAINTENANCE PRIME MOVERS VESCO, INC.		Soupiset 1	39.00
06/2021	TANK BATTERY BEREXCO LLC		Soupiset	352.00
L-210129	VESCO, INC.		Soupiset 1	255.93
06/21BX	FUEL & POWER ELECTRICITY PIONEER ELECTRIC COOP	514328	Soupiset	230.34
3104	LEASE MAINTENANCE WEED CONTROL/MOWING STAN MOSER*		Soupiset 1	159.75
2535	PUMPER COSTS CONTRACT CIMBACA PRODUCTION SERVCS L		Soupiset 1	200.00
BXKS-06182	ROUSTABOUT CONTRACT BEREDCO LLC		Soupiset 1	152.00
06/2021	AREA EXPENSE ALLOCATION BEREXCO LLC	BEAUCHAMP AREA	Soupiset	19.04
06/2021	BEREXCO LLC	SUBLETTE YARD A	Soupiset	2.39
TOTAL LEASE/UNIT OPERATING EXPENSES				1623.95
TOTAL LOE/WORKOVER				1623.95
OWNER	NAME	DECIMAL		
0000010	MANUEL CORPORATION	0	1.000000000	1623.95
TOTAL			1.000000000	1623.95
TOTAL INVOICE				1623.95
OWNER	NAME			
0000010	MANUEL CORPORATION	0		
				* ALL OWNERS *
				1623.95
				1623.95

BEREXCO LLC  
2020 N. BRAMBLEWOOD  
WICHITA, KANSAS 67206

C333

IDENTIFICATION# PROPERTY NAME DATE INVOICE# PAGE  
KS 1309800 Soupiset 5/31/2021 SUMMARY 1090  
UNIT ALL PARTICIPANTS RUNDATE: 6/29/21

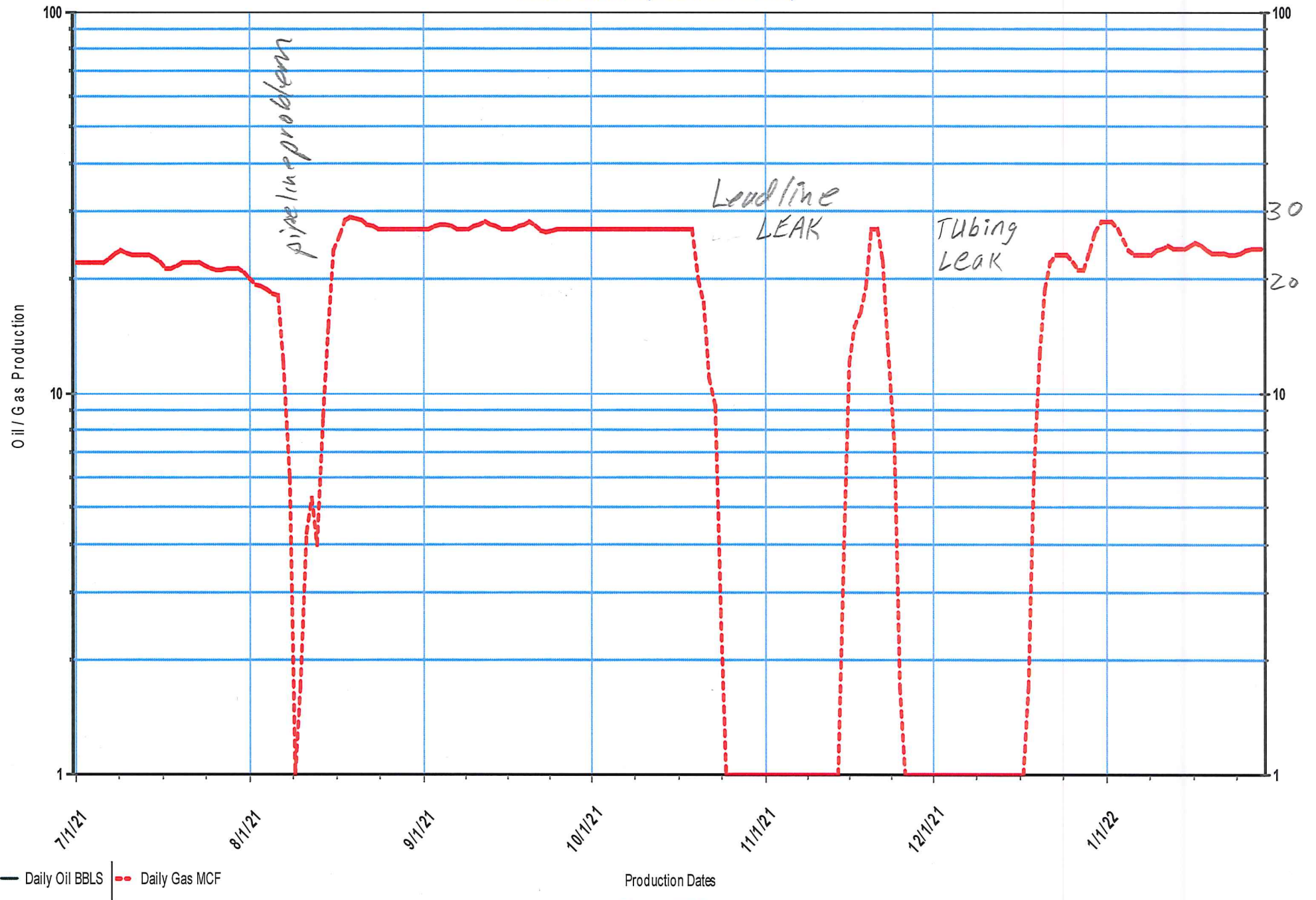
REF.NO.	VENDOR	DESCRIPTION	ENTITY	AMOUNT
-----				
LOE/WORKOVER				
LEASE/UNIT OPERATING EXPENSES				
CHEMICALS				
911758242	CORROSION/SCALE INHIBITOR BAKER HUGHES, A GE COMPANY*		Soupiset 1	29.16
911758242	BIOCIDE BAKER HUGHES, A GE COMPANY*		Soupiset 1	1.80
FUEL & POWER				
05/21BX	ELECTRICITY PIONEER ELECTRIC COOP	514328	Soupiset	126.52
PUMPER COSTS				
2512	CONTRACT CIMBACA PRODUCTION SERVCS L		Soupiset 1	200.00
ROUSTABOUT				
05/2021	COMPANY BEREXCO LLC		Soupiset	756.00
SUPERVISION				
05/2021	COMPANY BEREXCO LLC		Soupiset	224.00
AREA EXPENSE ALLOCATION				
05/2021	BEREXCO LLC	BEAUCHAMP AREA	Soupiset	14.70
TOTAL LEASE/UNIT OPERATING EXPENSES				1352.18
TOTAL LOE/WORKOVER				1352.18
OWNER NAME DECIMAL				
0000010	MANUEL CORPORATION	0	1.000000000	1352.18
TOTAL			1.000000000	1352.18
TOTAL INVOICE				1352.18
OWNER NAME				
0000010	MANUEL CORPORATION	0		1352.18
* ALL OWNERS *				1352.18



***Production***



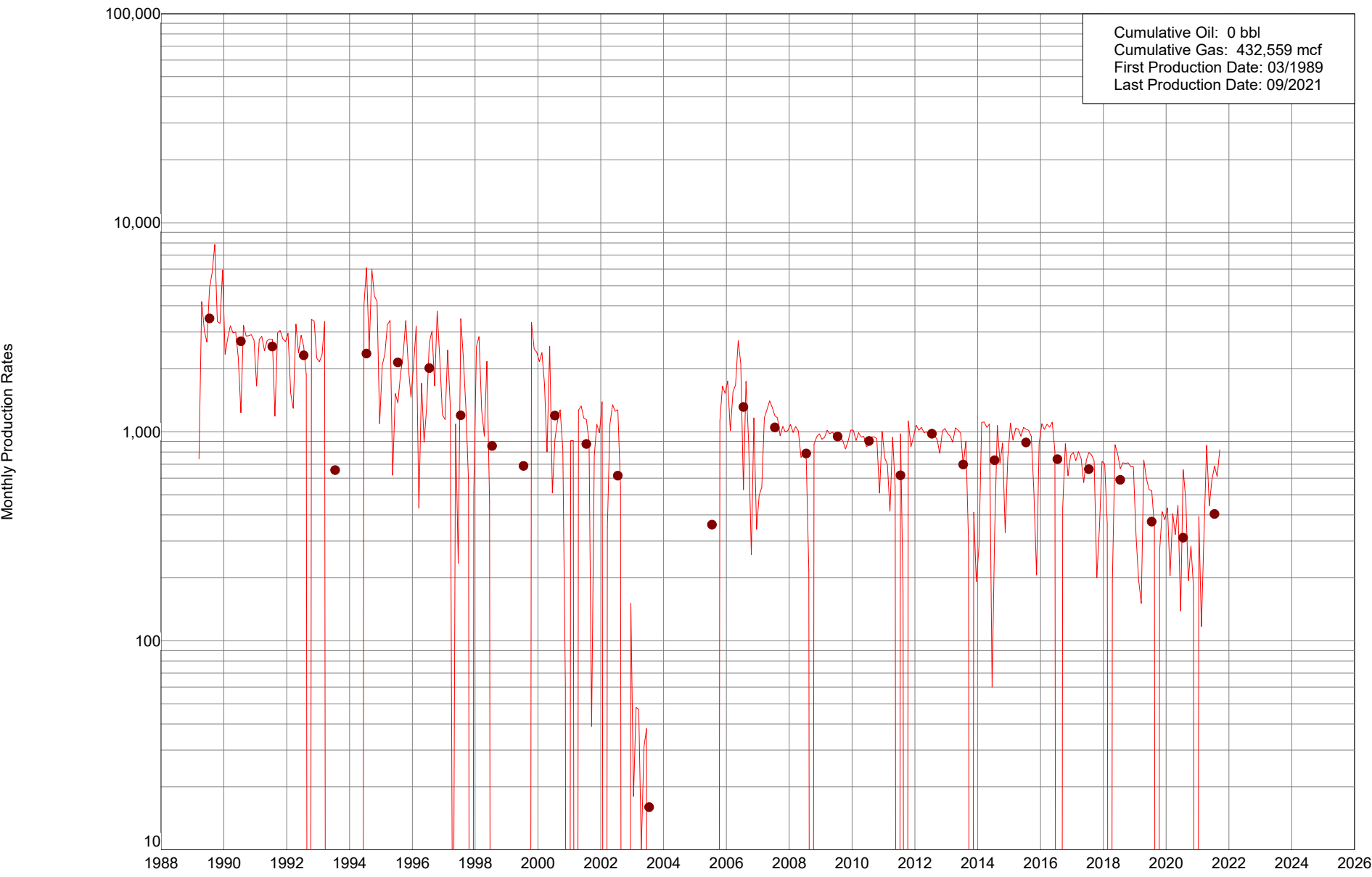
Decline Chart for: ('SOUPISET LEASE')



Printed on 2/1/22

Lease Name: SOUPISET  
County, State: MORTON, KS  
Operator: BEREXCO LLC  
Field: MUSTANG  
Reservoir: CSTR-MRRW  
Location: 10 33S 43W W2 SE NE

SOUPISET, 1-10, BEREXCO LLC 10 33S 43W W2 SE NE, CSTR-MRRW





SOUPISET 215861

Lease #: 215861

## Lease and Production Information

State	County	Operator			
KS	MORTON	BEREXCO LLC			
Location	Meridan	Quarter Call	Formation	Horizontal	Production Months
10-33S-43W	6th (west -96.28)		UPPER KEARNY MEMBER	No	391
				Oil	Gas
<b>First Prod Date</b>				1989-03-01	
<b>Last Sale</b>				2021-09-01	
<b>Daily Rate</b>				26.48	
<b>MoM Change</b>				211	
<b>YoY Change</b>				982	
<b>Cumulative</b>				434274	

## Production Snapshot

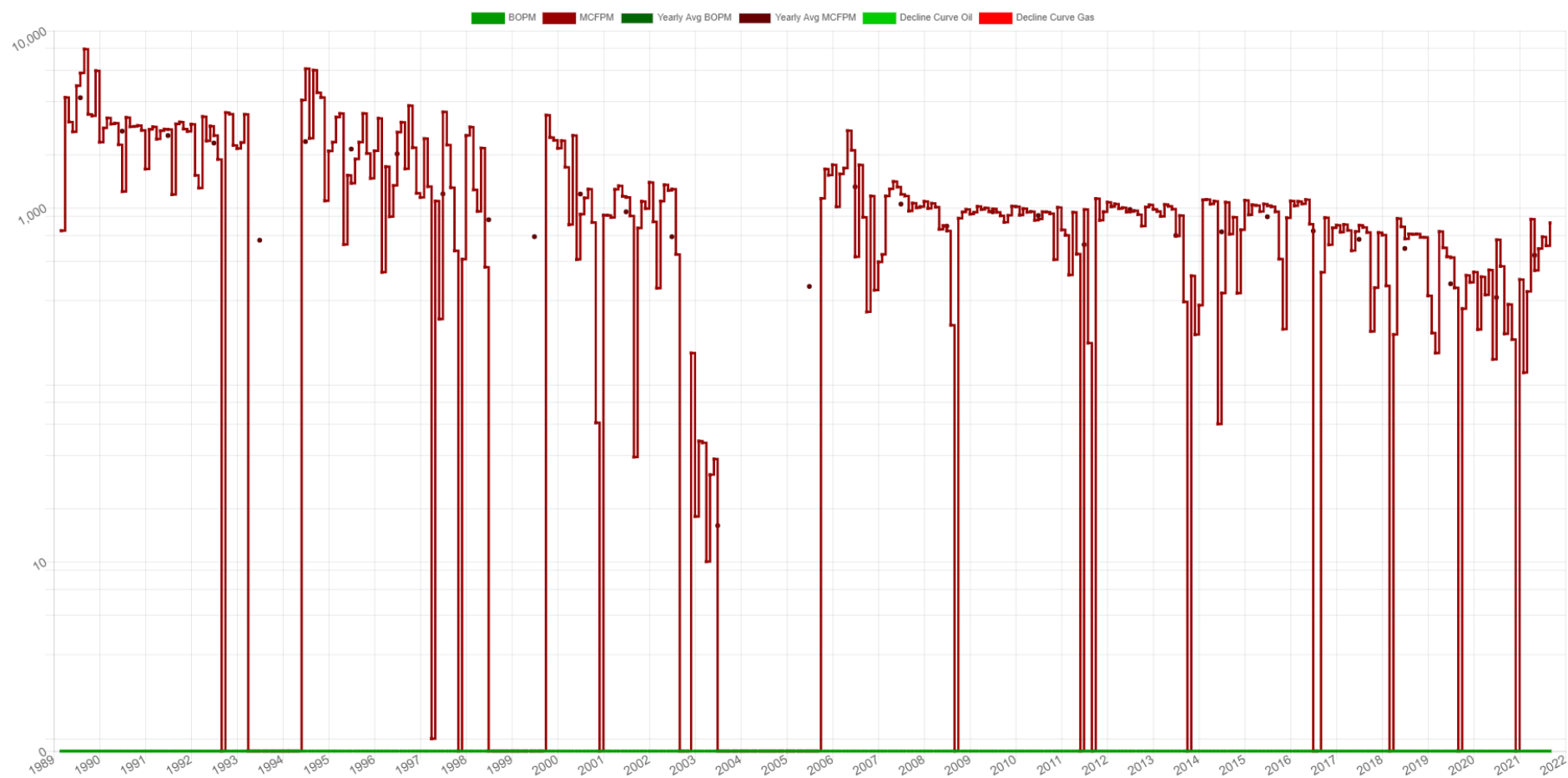
Month	BOPM	MCFCPM
10-2020		284
11-2020		180
12-2020		
01-2021		393
02-2021		117
03-2021		336
04-2021		861
05-2021		442
06-2021		587
07-2021		685
08-2021		610
09-2021		821
<b>Average</b>		<b>483</b>

## Annual Averages

Year	Avg BOPM	Avg MCFCPM
2017		663
2018		589
2019		372
2020		311
2021		539



## SOUPISET 215861 - Production Plot





SOUISET 215861

## Associated Wells

Total Well Count: 1

Well Name		API		Operator		Type	Status
SOUISET 1-10		15129209570000		BEREXCO LLC		Gas	Producing
Location	Spot	Foot-NS		Foot-EW		Foot-ref	Zone
10-33S-43W	W2 SE NE	3362		-985		SE	MRW U
Spud		Completion		First Production			
1989-02-09		1989-03-10					
Elevation	MD	TV-TD	Cmpl-Top	Cmpl-Btm	PBTD	Drill-Dir	Lateral
3590 GL		5000					





*Maps*



1  
WINTER G #1 107  
5,082

2  
107

1-10  
SOUPISSET 1-10  
5,000

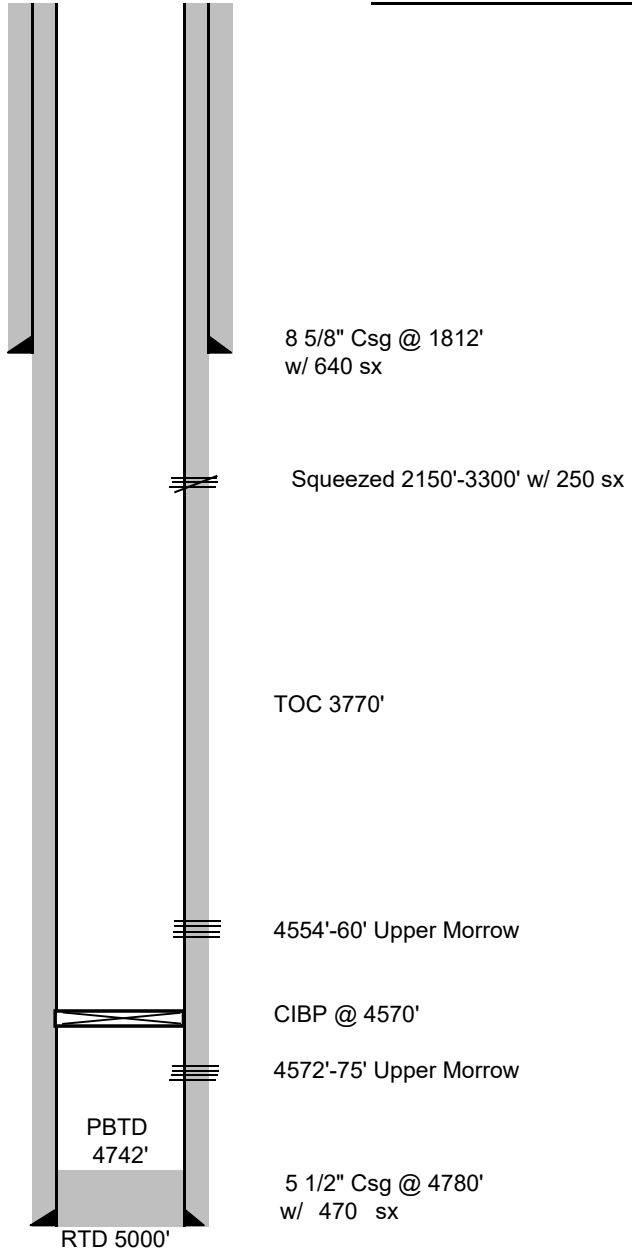
1 WO  
DENNEY A #1 154  
3,277

SOUPISSET 1-10

10

0 254  
FEET

LEASE SOUPISET WELL NO. 1-10  
LOCATION W/2 SE NE SEC 10-33S-43W COUNTY Morton STATE KS  
OPERATOR Berexco LLC FIELD \_\_\_\_\_  
ELEVATION: GR 3590 DF \_\_\_\_\_ KB 3600  
DATE DRILLED 2/18/89 ZERO MEASUREMENT KB  
API NO. 15-129-20957

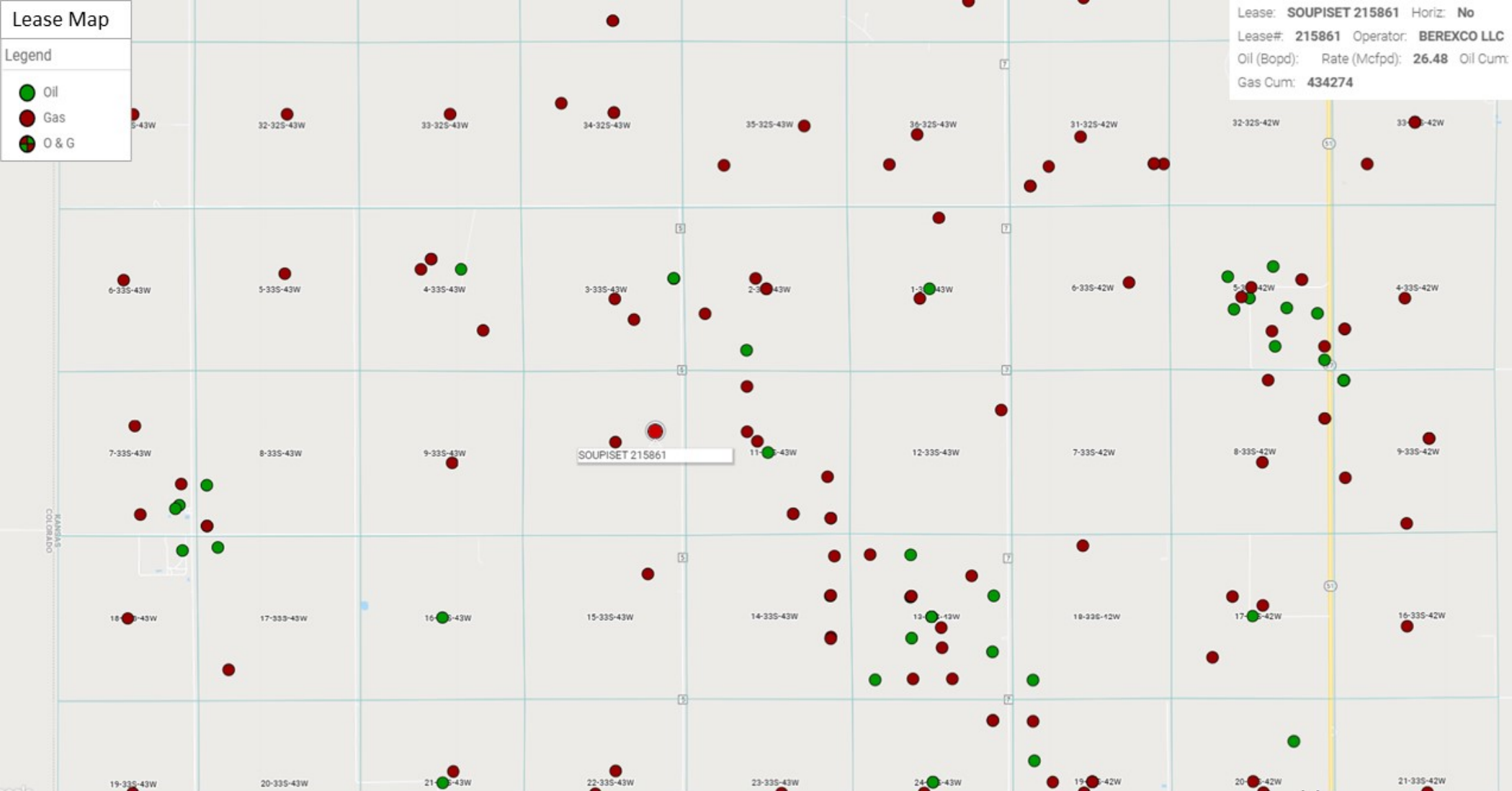


# Lease Map

## Legend

- Oil
- Gas
- O & G

Lease: **SOUPISET 215861** Horiz: **No**  
Lease#: **215861** Operator: **BEREXCO LLC**  
Oil (Bopd):      Rate (Mcfpd): **26.48** Oil Cum:  
Gas Cum: **434274**



## Wells Map

Legend

-  Oil
-  Oil P&A
-  Gas
-  Gas P&A
-  O&G
-  SWD
-  SWD P&A
-  Injection
-  Injection P&A
-  Other
-  Other P&A
-  Dry Hole
-  Unknown

Well: SOUPISET 1-10 / 15129209570000  
API: 15129209570000 Horiz: No  
Operator: BEREXCO LLC Type: Gas  
Status: Producing Zone: MRWU Spud: 02-1989  
Completion: 03-1989 Plugging: Elevation: 3590 GL  
TV-TD: 5000 MD:



# *Misc. Info*



Berexco Divestiture Equipment List  
5-Jan-22

	Soupiset 1-10
Rods	4500' ¾"
Tubing	4500' 2-3/8"
Pump	2" X 1-1/4" RWT
Pumping Unit	Kincaid 114
Prime Mover	20 HP EM
Compressor	none
Comp Prime Mover	none
Tanks	16' X 6' Wtr Tk
Separation	36" X 10' Steel Vertical Separator

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A  
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES**

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)  
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)  
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)  
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

FORM APPROVED  
OMB NO. 1004-0034  
Expires: July 31, 2018  
Lease Serial No.

KS NM 81831

**Type or print plainly in ink and sign in ink.**

**PART A: TRANSFER**

1. Transferee (Sublessee)\*

Street

City, State, Zip Code

1a. Transferor **MANUEL CORPORATION**

\*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on page 2 of this form or on a separate attached sheet of paper.

This transfer is for: (Check one) ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description  Additional space on page 2, if needed. Do not submit documents or agreements other than this form, such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
<u>Township 33 South, Range 43 West</u> Section 10: NW/4  Gas rights from 3,400 feet down to and including 500 feet, containing 160.00 acres, more or less, in Morton County, Kansas	100%	100%	-0-	-0-	of record

**FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE**

UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective \_\_\_\_\_

By \_\_\_\_\_  
Management (BLM)

\_\_\_\_\_  
Bureau of Land (Title) (Date)



**ASSIGNMENT AND BILL OF SALE**

This ASSIGNMENT AND BILL OF SALE ("Assignment") dated the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, is from **MANUEL CORPORATION**. (hereinafter referred to as "Assignor") to :

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 \_\_\_\_ day of \_\_\_\_\_, 202\_\_, to be effective as of \_\_\_\_\_, 202\_\_.

**ASSIGNOR**

**MANUEL CORPORATION**

By:   
Adam E. Beren, President

ASSIGNEE

\_\_\_\_\_

Name: \_\_\_\_\_

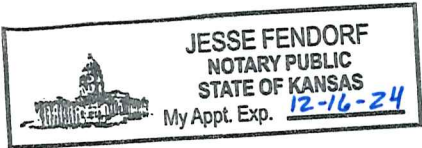
Title: \_\_\_\_\_

STATE OF KANSAS )  
 ) SS:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 5<sup>th</sup> 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 \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ on behalf of said entity.

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Exhibit "A"**

Attached to and made a part of that certain by and between the **MANUEL CORPORATION**, as  
Assignor, and

\_\_\_\_\_  
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: INSO FAR 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: INSO FAR 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: INSO FAR 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 INSO FAR ONLY AS THE ABOVE DESCRIBED LEASES COVER GAS RIGHTS  
FROM 3400' DOWN TO AND INCLUDING 5,000'**