# KOLAR Document ID: 1564742

OIL & GAS CONSE <b>REQUEST FOR CHA</b>	ATION COMMISSION Form T-1 April 2019 ERVATION DIVISION Form must be Typed NGE OF OPERATOR All blanks must be Filled I OR SURFACE PIT PERMIT
Form KSONA-1, Certification of Compliance w	vith the Kansas Surface Owner Notification Act,
Check applicable boxes: MUST be submit	ted with this form.
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	
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.	
Surface Pit Permit No.:(API No. if Drill Pit, WO or Haul) Type of Pit: Emergency Burn Settling	feet from N / S Line of Section feet from E / W Line of Section Haul-Off Workover Drilling
Past Operator's License No	Contact Person
	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:
New Operator's Email:	Date:
Title:	Signature:
	authorization, surface pit permit # has been
	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
DISTRICT EPR	PRODUCTION UIC

Side Two

## Must Be Filed For All Wells

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

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: 1564742

# KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

Form KSONA-1
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
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:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	

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

#### Select one of the following:

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

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

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

Date: \_\_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_\_

# PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made and entered into by and between *Riley Exploration Permian, Inc., formerly Tengasco, Inc.,* 29 East Reno, Suite 500, Oklahoma City, Oklahoma 73104, hereinafter referred to as "Seller", and *Trans Pacific Oil Corporation*, 100 S. Main, Suite 200, Wichita, KS 67202, hereinafter referred to as "Buyer."

#### WITNESSETH:

WHEREAS, Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller certain interests in oil and gas leases and other rights and assets relating thereto upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, Seller and Buyer hereby agree as follows:

#### ARTICLE I

Section 1. <u>Purchase and Sale of Property</u>, <u>Rights and Assets</u>. At Closing, Buyer hereby agrees to purchase from Seller and Seller hereby agrees to sell, transfer, assign, and convey to Buyer free and clear of secured liens granted by Seller, the following properties, rights and assets (hereinafter, sometimes "Subject Assets'):

(a) All of Seller's right, title and interest of whatsoever kind or nature in and to the producing oil and gas leases and lands described on Exhibit "A"<sup>1</sup> attached hereto and made a part hereof (said interests herein referred to as the "Producing Property");

(b) All of Seller's right, title, and interest of whatsoever kind or nature in and to the non-producing oil and gas leases and lands described on Exhibit "B" attached hereto and made a part hereof (said interests herein referred to as the "Non-Producing Property

(c) All of Seller's interest in the Producing Property, and all associated fixtures, personal property and equipment, whether located on the Producing Property or elsewhere, and used in the operation thereof including, without limitation, the well, well equipment, casing, tanks, tubing, pumping units, motors, pipelines, gathering lines, and all other machinery, equipment and improvements used in the operations thereof;

(d) All of Seller's rights, to the extent transferrable, in and to all existing and effective oil, gas, liquids, condensate, casinghead gas and natural gas sales, purchase, exchange, gathering, transportation and processing contracts, operating agreements, balancing agreements, joint venture agreements, partnership agreements, farmout agreements, authorizations for expenditure, cost analysis and prospect data agreements, seismic data and licenses, proprietary geologic data. and other contracts. agreements and instruments of any nature or kind, insofar only as they relate to Seller's interests in the Producing Property;

(e) All of Seller's right, title, and interest in and to Seller's personal property, including all inventory, equipment, real estate leases, business records, and other assets, whether tangible or intangible, directly related to the operation of the Producing Property; including, but not limited to: all equipment and inventory located at the Hays, Kansas yard, the Hays, Kansas office lease, and all other personal property of Tengasco, Inc. owned in the state of Kansas immediately prior to its merger with Riley Permian, Inc.; and

(f) All of Seller's rights and obligations under the permits, licenses, servitudes, easements, rights-ofway, orders, sales agreements, crude oil purchase and sales agreements, surface leases, operating agreements, processing agreements, options, agreements or rights which are appurtenant to or used in connection with the ownership or operation of the Producing Property or with the production, treatment, sale or disposal of water, hydrocarbons or associated substances from the Producing Property. (f) It is the intent of Seller and Buyer that all of Seller's business assets directly related to the operation of its Kansas Producing Properties be considered Subject Assets pursuant to this Agreement, including equipment, machinery, contracts and other interests directly relating to the operation of the Subject Assets. The parties agree that in the event any Subject Assets are not specifically enumerated in this Agreement, it may be amended after execution to include said Subject Assets.

#### ARTICLE II

Section 2.1 <u>Purchase Price</u>. Buyer has agreed to pay to Seller at closing a total purchase price (the "Purchase Price") for the Subject Assets (including the Producing Property, Non-Producing Property, and related assets) and the payable to Seller in good and immediately available funds.

subject to the adjustments defined herein.

Section 2.2. Title. Prior to Closing, Buyer shall have the right to conduct title verification regarding the Subject Assets. Title verification shall include the right to access and analyze the legal files and other documents relating to Subject Assets. Seller herein agrees to accommodate and grant access to said files and documents during Seller's normal business hours. Notwithstanding anything stated in this Agreement to the contrary, Seller will have no obligation to disclose or make available any files, records, data, or information that may be subject to a legal privilege or is subject to a confidentiality obligation owed by Seller to a third party. Buyer agrees to have its title review completed prior to March 25, 2021, and the results of said title review shall be delivered to Seller with a detailed and written notice of any title defects discovered during the title review. Seller shall verify and accept the title findings of the Buyer, or cure any material title defects by March 28, 2021. In the event that the Buyer's title review results in the discovery of material title defects which may decrease the value of the Subject Assets and cannot be cured prior to March 28, 2021, the Buyer shall have the right to evaluate and determine a proportionate adjustment of the Purchase Price. Notwithstanding the generality of the foregoing, there will be no adjustment or reduction to the Purchase Price to account for uncured title defects, excluding title defects arising after September 22, 2020 and prior to Closing, unless (and only to the extent that) the sum of (a) the aggregate value of all uncured title defects asserted by the Buyer, plus (b) the aggregate value of all uncured environmental defects asserted by the Buyer . and such adjustment will be applied only with respect to such excess. The proposed adjustment shall be delivered to the Seller prior to March 30, 2021, and the Seller shall reject or accept the proposed adjustment prior to Closing. If the Seller rejects the proposed adjustment then the Buyer may terminate this Agreement without penalty; and if the Seller accepts the proposed adjustment, the Purchase Price will be amended to reflect the adjustment. Seller will use reasonably commercial efforts to obtain such consents, approvals, waivers, or other type of permission to convey the titled Subject Assets to Buyer as Buyer may reasonably require; provided that Seller will not be required to make payments or undertake obligations in favor any third party in order to obtain such consents, approvals, waivers, or other type of permission.

Section 2.3 Environmental Compliance. Prior to the Closing Date Buyer have the right to conduct an examination of the Subject Assets to determine compliance with all state and federal environmental laws and regulations; provided that no sampling or other invasive inspections of the Subject Assets may be conducted prior to Closing without Seller's prior written consent, which consent may be withheld in Seller's sole discretion. Buyer may provide Seller with a detailed written notice describing any environmental defects on or before March 25, 2021. Upon receipt of notice of an environmental defect, Seller shall have the option to attempt to remediate such environmental defect to the satisfaction of the Buyer on or before March 28, 2021. If the Seller requires additional time to cure the defect, the parties may agree in writing to extend the period to cure and adjust Closing if necessary. If Seller elects not to cure the defect or request additional time to cure the defect, Buyer shall have the right to evaluate and determine a proportionate adjustment of the Purchase Price to account for any decrease in value caused by the defect. Notwithstanding the generality of the foregoing, there will be no adjustment or reduction to the Purchase Price to account for uncured environmental defects, excluding environmental defects arising after September 22, 2020 and prior to Closing, unless (and only to the extent that) the sum of (a) the aggregate value of all uncured title defects asserted by the Buyer, plus (b) the aggregate value of all uncured environmental defects asserted by the Buyer and such adjustment will be applied only with respect to such excess. The proposed adjustment shall be delivered to the Seller prior to March 30, 2021, and the Seller shall reject or accept the proposed adjustment prior to Closing. If the Seller rejects the proposed adjustment then the Buyer may terminate this Agreement without penalty; and if the Seller accepts the proposed adjustment, this Agreement will be amended to reflect the adjustment, Seller will use reasonably commercial efforts to obtain such consents, approvals, waivers, or other type of permission to

convey the environmental Assets to Buyer as Buyer may reasonably require; provided that Seller will not be required to make payments or undertake obligations in favor any third party in order to obtain such consents, approvals, waivers, or other type of permission.

Section 2.4 Preferential Rights. Any third parties holding the right to purchase or acquire any Subject Asset or any interest therein as a result of the transactions contemplated by this Agreement ("Preferential Rights"), are listed on the attached Exhibit "D" along with the time period for exercising the Preferential Right. Seller will provide all notices necessary to comply with or obtain the waiver of such Preferential Rights prior to the Closing. To the extent any such Preferential Rights are exercised by any holders thereof, then the Subject Asset subject to such Preferential Rights will not be sold to Buyer, will be excluded from the Subject Assets and sale under this Agreement. Under such circumstances, the Purchase Price will be adjusted downward by the amount paid by the holder of such Preferential Right. On the date of Closing, if the time period for exercising any Preferential Right has not expired but no notice of waiver (nor of the exercise of such Preferential Right) has been received from the holder thereof, then the Subject Asset subject to such Preferential Right will be included in the Closing, with no adjustment to the Purchase Price. In the event no notice of waiver (nor of the exercise of such Preferential Right) has been received from the holder of a Preferential Right and the Subject Asset subject to the Preferential Right are included in the Closing, Seller agrees to indemnify and hold Buyer harmless from and claims, liabilities, or losses associated with said Preferential Right subsequent to Closing.

#### ARTICLE III

Section 3.1. <u>Effective Time</u>. The parties have agreed that the effective time of the transfer of the Producing Property shall be as of **12:00 AM CST on March 1, 2021** (the "Effective Time").

Section 3.2. Adjustments. The parties have agreed that all proceeds, proportionate to the Seller's interest, from production attributable to the Producing Property from and after the Effective Time shall belong to Buyer. The Purchase Price will be adjusted to reflect the receipt of such proceeds by the Seller, net of the costs of production paid by the Seller. The parties have agreed that all proceeds from production, proportionate to the Seller's interest, including oil inventory in the tanks, or reimbursements of expenses previously paid by Seller which are attributable to the Producing Property prior to the Effective Time, shall be paid or reimbursed to Seller at Closing, net of the costs of production paid by the Buyer, and such proceeds and reimbursements shall be based on the Buyer's wellhead crude oil price for the month of February 2021. The Purchase Price shall further be adjusted at Closing by an amount equal to all unpaid Ad Valorem Property Taxes attributable to the Subject Assets prior to the Effective Time, regardless of when such Taxes may be assessed or due.

Section 3.3. Assumption of Obligations. Buyer shall be liable and responsible for all Claims and Liabilities incurred after the Effective Time that are attributable to the Subject Assets. Buyer shall indemnify, defend and hold Seller harmless from and against any Claims and Liabilities arising from the failure of Buyer to pay, perform and discharge the obligations assumed hereunder, excluding those arising from gross negligence or willful misconduct of Seller prior to the Effective Time that are attributable to the Subject Assets. Seller shall indemnify, defend, and hold Buyer harmless from and against any Claims and Liabilities arising from the failure of Seller to pay, perform, and discharge the obligations assumed hereunder, excluding those arising from the failure of Seller to pay, perform, and discharge the obligations assumed hereunder, excluding those arising from the failure of Seller to pay, perform, and discharge the obligations assumed hereunder, excluding those arising from gross negligence or willful misconduct of Buyer. As used in this Agreement, the term "Claims and Liabilities" means, without limitation, any and all causes of action, claims to personal property, persons or the environment, damages, demands, expenses, assessments, fines, lawsuits, liabilities, debts, liens, taxes, losses and other obligations of any kind, nature or description, whether known or unknown and which are attributable to the interest(s) being sold and purchased.

Section 3.4. <u>Buyer's Independent Evaluation</u>. In entering into this Agreement, Buyer acknowledges and affirms that it has relied and will rely solely on the terms of this Agreement and upon its independent analysis, evaluation and investigation of, and judgment with respect to, the business, economic, legal, tax or other consequences of this transaction including its own estimate and appraisal of the extent and value of the petroleum, natural gas and other reserves attributable to the Subject Assets and the value of any other assets. Buyer is purchasing the Subject Assets for commercial or business use. Buyer has sufficient knowledge and experience in financial and business matters that enables Buyer to evaluate the merits and the risks of transactions such as the purchase and sale contemplated herein, and Buyer is not in a significantly disparate bargaining position with Seller. Section 3.5. Access to Records. Prior to Closing Seller will make the files and records relating directly to the Assets maintained by Seller, to the extent disclosure of the same to Buyer is not restricted by confidentiality, licensing or other agreements with third parties (the "Records") available to Buyer and its representatives for inspection and review at Seller's offices in Hays, Kansas and Greenwood Village, Colorado during its normal business hours for the purpose of permitting Buyer to perform its due diligence review and to make copies of the same at Buyer's risk and expense. In the event Closing does not occur, Buyer shall promptly return all copies of the Records to Seller. Seller shall have the right to keep all original Records for its own purposes after Closing. Seller does not make any warranty or representation of any kind as to the Records or any information contained therein, and Buyer agrees that any conclusions drawn therefrom shall be the result of its own independent review and judgment.

Section 3.6. <u>Closing</u>. Closing of the sale and purchase of the Subject Assets (including the Producing Property and related assets) shall occur on March 31, 2021, at 1 P.M. at Seller's office in Oklahoma City, Oklahoma (the "Closing"). In the event that material title defects or environmental defects that cannot be cured prior to March 31, 2021 are identified during due diligence, this date may be extended for a period of fourteen (14) days. Otherwise, the date and location of Closing may be amended upon mutual agreement by the parties. At Closing, Seller will deliver to Buyer such deeds, assignments, consents, and other transfer documents as the Buyer may reasonably require to effectuate the sale and transfer of the Assets to Buyer and the Buyer shall deliver the Purchase Price adjusted in the manner set for the herein, together with any transfer documents executed by Buyer as may be reasonably required.

Section 3.7. <u>Further Assurances</u>. From time to time after Closing, Seller and Buyer shall each execute, acknowledge and deliver to the other such further instruments and take such other action as may be reasonably requested in order to accomplish more effectively the purposes of the transaction contemplated by this Agreement.

#### ARTICLE IV

Section 4.1. Entire Agreement. This Agreement, together with the Exhibits hereto, constitute all of the promises, covenants, agreements, conditions and undertakings between the parties hereto and supersedes any and all prior agreements, either expressed or implied, or written. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

Section 4.2. Assignment. Any Assignment of Producing Property prepared for execution by either Buyer or Seller shall be subject to the terms, conditions and in the form appearing on Exhibit "C" to this Agreement. If necessary Seller shall prepare all Transfer of Operator forms and other forms or reports required by any governmental agency, including the Kansas Corporation Commission, and all notices to third parties, arising out of or in connection with the sale and purchase of the Subject Assets contemplated herein. All assignments and documents referenced in this section shall be prepared by Buyer, at Buyer's expense; all such assignments and documents shall be reviewed and accepted by Seller at Closing, and shall be executed by the pertinent party or parties at that time. All assignments and other documents referenced herein shall be delivered at Closing. Buyer shall be responsible to record and/or to provide to the pertinent governmental agencies and pertinent third parties all assignments and other documents referred to in this Section at Buyer's sole risk and expense, without recourse to Seller.

Section 4.3. <u>Notices</u>. The parties agree that all notices and communications required or permitted under this Agreement shall be in writing and addressed as set forth below. Any communication or delivery hereunder shall be deemed to have been duly made and the receiving party charged with notice (i) if personally delivered, when received, (ii) if sent by e-mail, when received during normal business hours (iii) if mailed, five business days after mailing, certified mail, return receipt requested, or (iv) if sent by overnight courier, one day after sending.

As to Buyer:	Trans Pacific Oil Corporation Attn: Nathan Jiwanlal, Land Manager 100 S. Main St., Suite 200 Wichita, KS 67202 e-mail: nathan@transpacificoil.com
As to Seller:	Riley Permian Exploration, Inc. Attn: Michael J. Rugen 29 E Reno Ave STE 500

## Oklahoma City, OK 73104 e-mail: mrugen@tengasco.com

Section 4.4. <u>Counterparts</u>. This Agreement may be executed and delivered (including by facsimile or e-mail transmission) in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Section 4.5. Name Change. As soon as practicable, but in any event within thirty (30) days after the Closing, Buyer will eliminate, remove, or paint over the use of the name "Tengaso, Inc." and any variants thereof from the Subject Assets. Buyer will be solely responsible for any direct or indirect costs or expenses resulting from the change in use of name and any resulting notification or approval requirements.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of this 10<sup>th</sup> day of March, 2021, however TO BE EFFECTIVE as of March 1, 2021.

BUYER

## SELLER

Riley Exploration Permian, Inc.

By Michael J. Rugen

Title: Chieff inancial officer

By:

By: Alan D. Banta Title: President

**Trans Pacific Oil Corporation** 

## Exhibit C

#### Form of Assignment and Bill of Sale

#### ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale ("Assignment"), dated effective March 1, 2021 (the "Effective Date") is from Riley Exploration Permian, Inc., formerly Tengasco, Inc., 29 East Reno, Suite 500, Oklahoma City, Oklahoma 73104 ("Assignor"), to Trans Pacific Oil Corporation, 100 S. Main, Suite 200, Wichita, KS 67202 ("Assignee").

For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee the following described properties, rights and assets (the "Subject Assets") upon the terms and conditions hereinafter set forth:

(a) All of Seller's right, title and interest of whatsoever kind or nature in and to the producing oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof (said interests herein referred to as the "Producing Property");

(b) All of Seller's right, title, and interest of whatsoever kind or nature in and to the non-producing oil and gas leases and lands described on Exhibit "B" attached hereto and made a part hereof (said interests herein referred to as the "Non-Producing Property");

(c) All of Seller's interest in the Producing Property, and all associated fixtures, personal property and equipment, whether located on the Producing Property or elsewhere, and used in the operation thereof including, without limitation, the well, well equipment, casing, tanks, tubing, pumping units, motors, pipelines, gathering lines, and all other machinery, equipment and improvements used in the operations thereof;

(c) All of Seller's rights, to the extent transferrable, in and to all existing and effective oil, gas, liquids, condensate, casinghead gas and natural gas sales, purchase, exchange, gathering, transportation and processing contracts, operating agreements, balancing agreements, joint venture agreements, partnership agreements, farmout agreements, authorizations for expenditure, cost analysis and prospect data agreements, seismic data and licenses, proprietary geologic data, and other contracts, agreements and instruments of any nature or kind, insofar only as they relate to Seller's interests in the Producing Property;

(d) All of Seller's right, title, and interest in and to Seller's personal property, including all inventory, equipment, business records, and other assets, whether tangible or intangible, directly related to the operation of the Producing Property; and

(e) All of Seller's rights and obligations under the permits, licenses, servitudes, easements, rights-ofway, orders, sales agreements, crude oil purchase and sales agreements, surface leases, operating agreements, processing agreements, options, agreements or rights which are appurtenant to or used in connection with the ownership or operation of the Producing Property or with the production, treatment, sale or disposal of water, hydrocarbons or associated substances from the Producing Property.

It is the intent of Seller and Buyer that all of Seller's business assets directly related to the operation of its Kansas Producing Property be considered Subject Assets, including equipment, machinery, contracts and other interest directly relating to the operation of the Subject Assets.

This Assignment is made by Assignor without warranty of title, whether express or implied.

Notwithstanding anything to the contrary contained in this Assignment, Assignor makes no representations or warranties whatsoever, and disclaims all liability and responsibility for any representation, warranty, statement, or information made or communicated (orally or in writing) to Assignee (including any opinion, information, or advice that may have been provided to Assignee, its affiliates, or its representatives, by Assignor, any affiliates or representatives of Assignor). Without limiting the generality of the foregoing, Assignment, Assignor expressly disclaims and negates any representation or warranty, express, implied, at common law, by statute, or otherwise, relating to (i) the title to any of the Subject Assets; (ii) the condition of the Subject Assets (including any implied or express warranty of merchantability, fitness for a particular purpose, or conformity to models or samples of materials), it being distinctly understood that the Subject Assets are being sold "as is," "where is," and "with all faults as to all matters"; (iii) any information, data, or other materials (written or oral) furnished to Assignee by or on behalf of Assignor (including the existence or extent of hydrocarbons or the mineral reserves, the recoverability of such reserves, any product pricing assumptions, and the ability to sell hydrocarbon production after the Effective Date); (iv) the environmental condition and other condition of the Subject Assets and any potential liability arising from or related to the Subject Assets; and (v) the calculation of, and liability with respect to, any taxes, royalties, rentals, and other payment obligations of Assignee arising after the Effective Time relating to the Subject Assets.

By its acceptance of this Assignment, Assignee acknowledges and affirms that it has made its own independent investigation, analysis, and evaluation of the Subject Assets (including Assignee's own estimate and appraisal of the extent and value of Assignor's hydrocarbon reserves attributable to the Subject Assets and an independent assessment and appraisal of the environmental risks associated with the acquisition of the Subject Assets). This Assignment and all rights and covenants and conditions in this Assignment will be considered covenants running with the land and will inure to and be binding upon the Parties and their respective successors and assigns.

This Assignment may be executed in counterparts. All counterparts together constitute only one Assignment, but each counterpart is considered an original.

This Assignment is executed the date of the acknowledgment of Assignor, but effective as of the Effective Date.

ASSIGNOR

Riley Permian Exploration, Inc.

By:\_\_\_\_\_

## **ACKNOWLEDGMENTS**

STATE OF \_\_\_\_\_ )
SS
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by Michael J. Rugen as \_\_\_\_\_\_, of Riley Permian Exploration, Inc., for and on behalf of said corporation.

Notary Public

My Commission Expires:

#### **EXHIBIT A**

## **BARTON COUNTY PROPERTIES**

## Ben Tempero

Subject Lands: T17S-R14W, Section 26: E/2 Barton County, Kansas

Subject Lease(s):

#### Hammeke

Subject Lands:

T19S-R12W, Section 2: NW/4, except 18.3 acres in the west end Barton County, Kansas

Subject Lease(s):

1)

Date Book/Page	421/48
Lessor	Keith D. Hammeke and Angela J. Hammeke, husband and wife
Lessee	Edwards Oil, Inc.
Legal	T19S-R12W, Section 2: NW/4, except 18.3 acres in
	the west end

## <u>H. Karst</u>

Subject Lands:	T16S-R14W, Section 1	8: S/2 SE/4
	Barton County, Kansas	

Subject Lease(s):

1)	Date	July 22, 1980
	Book/Page	401/5
	Lessor	Henry A. Karst and Elma K. Karst, husband and wife
	Lessee	Woodman & Iannitti Drilling Co.
	Legal	T16S-R14W, Section 18: S/2 SE/4

## Rose

Subject Lands:	T20S-R11W, Section 3: NE/4	
	Barton County, Kansas	

Subject Lease(s):

1)	Date	May 22, 1928
	Book/Page	V/470
	Lessor	Charles Rose, a widower
	Lessee	
	Legal	

## EXHIBIT A

## **ELLIS COUNTY PROPERTIES**

## <u>Heyl</u>

Subject Lands:	T14S-R16W, Section 26: SW/4 SW/4
	Ellis County, Kansas

Subject Lease:

1)	Date	May 18, 1949
	Book/Page	82/515
	Lessor	C. J. Heyl and Mary E. Heyl, husband and wife
	Lessee	J. S. Bailey and George H. Squibb
	Legal	T14S-R16W, Section 26: W/2 SW/4

## Kinderknecht B

Subject Lands:	T14S-R19W, Section 8: N/2 SE/4
	Ellis County, Kansas

Subject Lease(s):

1)	DateFebruary 14, 1973 Book/Page
2)	DateMay 1, 1978 Book/Page287/560 LessorJoe C. Kinderknecht and Albertine Kindernecht, husband and wife LesseeGeorge A. Angle d/b/a Frontier Oil Company LegalT14S-R19W, Section 8: NE/4 SE/4, and E/2 NW/4 SE/4

#### <u>Kraus</u>

Subject Lands:	T14S-R18W, Section 28: NE/4
	Ellis County, Kansas

Subject Lease:

 Date .....July 9, 1981 Book/Page ......312/552 Lessor .....John W. Kraus and Esther F. Kraus, husband and wife Lessee .....Bates Oil Corporation Legal ......T14S-R18W, Section 28: NE/4

4

#### Kraus A

Subject Lands:

T14S-R19W, Section 21: E/2 NE/4<sup>2</sup> Ellis County, Kansas

Subject Lease(s):

 Date ......April 1, 1959 Book/Page ......178/317 Lessor .....Carl W. Kraus and Sadie E. Kraus, husband and wife Lessee .....Frontier Oil Company Legal ......T14S-R19W, Section 21: E/2 NE/4

## Kraus B

Subject Lands:	T14S-R19W, Ellis County, Kansas
	Section 16: E/2 SW/4 (80 ac.)
	Section 21: Tract in the W/2 NE/4 described as Beginning at the NW/c of
	said W/2 NE/4, thence S 60 rods, thence E 78 rods, thence N 60 rods, thence
	W 78 rods to the place of beginning (29 ac.) Ellis
	County, Kansas

## Subject Lease(s):

1)	Lessee	
2)	Lessee	4 F

#### Kraus I

Subject Lands:	T14S-R19W, Section 27: NE/4
	Ellis County, Kansas

Subject Lease(s):

# <u>Leiker</u>

Subject Lands:	T15S-R18W, Section 14: N/2 NW/4
	Ellis County, Kansas

Subject Lease(s):

1)

Date	March 2, 1943
Book/Page	
Lessor	
Lessee	Roy H. Hall
Legal	

# <u>Schneller</u>

Subject Lands:

T12S-R20W, Section 34: NE/4 Ellis County, Kansas

Subject Lease(s):

1)	Date	-
	Book/Page	
	Lessor	Frank J. Schneller and Margaret E. Schneller, husband and wife, and Katherine Huber and Arnold
		Huber, wife and husband
	Lessee	Roy R. Krueger
	Legal	T12S-R20W, Section 34: NE/4
2)	Date	March 19, 1976
	Book/Page	270/22
	Lessor	Vera Schneller, a widow
	Lessee	Roy R. Krueger
	Legal	T12S-R20W, Section 34: NE/4

## **GRAHAM COUNTY PROPERTIES**

#### DeYoung

Subject Lands:	T10S-R21W, Section 4: NE/4
	Graham County, Kansas

Subject Lease:

 Date ......March 19, 1980 Book/Page ......92/263 Lessor ......Milfred DeYoung and Norma J. DeYoung, husband and wife Lessee ......George A. Angle, d/b/a Frontier Oil Company Legal ......T10S-R21W, Section 4: NE/4

#### <u>Lewis</u>

Subject Lands:	T10S-R21W, Section 9: NE/4
	Graham County, Kansas

Subject Lease:

1)

1)

Date	June 20, 1980
Book/Page	
Lessor	
	Lewis, husband and wife; Mary Anne McVey and
	James R. McVey, wife and husband
Lessee	George A. Angle, d/b/a Frontier Oil Company
Legal	T10S-R21W, Section 9: NE/4

#### Lewis A

Subject Lands:	T10S-R21W, Section 9: NW/4	
	Graham County, Kansas	

Subject Lease:

Date .....June 20, 1980 Book/Page .....93/518 Lessor .....Harold V. Lewis, a/k/a H. V. Lewis, and Phyllis A. Lewis, husband and wife; Mary Anne McVey and James R. McVey, wife and husband Lessee ......George A. Angle, d/b/a Frontier Oil Company Legal ......T10S-R21W, Section 9: NW/4

## **PAWNEE COUNTY PROPERTIES**

## **Dirks**

Subject Lands:	T20S-R16W, Section 14: SE/	4, except the E/2 SE/4 SE/4
	Pawnee County, Kansas	

Subject Lease(s):

1)	Date	April 28, 2005
	Book/Page	106/219
	Lessor	Bruce Dirks, [no marital capacity indicated]
	Lessee	Tengasco, Inc.
	Legal	T20S-R16W, Section 14: SE/4, except the E/2 SE/4
		SE/4

#### **Kroeker**

Subject Lands:

T20S-R16W, Section 24: NE/4 Pawnee County, Kansas

Subject Lease(s):

1)	Date	January 25, 2005
	Book/Page	106/125
	Lessor	Craig A. Kroeker, a single person
	Lessee	Tengasco, Inc.
	Legal	T20S-R16W, Section 24: NE/4

#### Oetken

Subject Lands:

T20S-R16W, Section 24: NW/4 Pawnee County, Kansas

Subject Lease(s):

1)	Date	March 19, 1990
	Book/Page	93/413
	Lessor	LaVerne Oetken, [no marital capacity indicated]
	Lessee	Oetken Hay, Inc.
	Legal	T20S-R16W, Section 24: NW/4

## O. Schultz

Subject Lands:

T20S-R16W, Section 13: S/2 SW/4, except a radius of 200' from the center of the Carroll Oil Production Schultz Salt Water Disposal Well located 1655' FWL and 663' FSL Pawnee County, Kansas

Subject Lease(s):

#### Terms Common to All Leases

Date	January 26, 1990	
Lessee	Iannitti Oil Company	
Legal	T20S-R16W, Section 13: described tract	S/2 SW/4, less the above-

1) Book/Page ......93/227 Lessor.....Orville L. Schultz, a single person

## **ROOKS COUNTY PROPERTIES**

#### **Axelson**

Subject Lands:	T7S-R19W, Section 24: SE/4, N/2 SW/4 & SE/4 SW/4
	Rooks County, Kansas

Subject Lease:

1)	DateMay 5, 1981 Book/Page162/41 LessorArthur Axelson and Edna M. Axelson, husband and wife LesseeZenith Drilling Corporation, Inc. LegalT7S-R19W, Section 24: SE/4
2)	DateApril 27, 1984 Book/Page198/635 LessorArthur Axelson, a widower LesseeZenith Drilling Corporation LegalT7S-R19W, Section 24: SW/4
	Bellerive-Stice Unit
Subject Lands:	T7S-R19W, Rooks County, Kansas Section 29 & 30: 10-acre tract in the SW/4 of Section 29 and the SE/4 of Section 30, described as beginning 30 feet East of the SE corner of Section 30; thence North 660 feet; thence West 660 feet; thence South 660 feet; thence East 660 feet to point of beginning (10 acres)
Subject Leases:	
1)	DateNovember 24, 2017 Book/Page490/232 LessorJames A. Stice LesseeRampike Resources, Ltd. LegalT7S-R19W, Section 29: W/2 SW/4
2)	DateDecember 22, 2017 Book/Page491/48 LessorJoseph M. Bellerive and Joni M. Bellerive LesseeBetty Aloyo and Brandon Copple LegalT7S-R19W, Section 30: Tract in SE/4 directly south of Highway 24

## **Cerrow**

Subject Lands:

T8S-R19W, Section 33: SW/4 Rooks County, Kansas Subject Lease:

1)	Date	October 22, 1979
	Book/Page	143/426
	Lessor	Frank Cerrow, a single man
	Lessee	George A. Angle, d/b/a Frontier Oil Company
	Legal	T8S-R19W, Section 33: SW/4

## Coddington

Subject Lands:	T10S-R20W, Section 2: S/2 SE/4	
	Rooks County, Kansas	

Subject Lease(s):

1)	Date	January 6, 1948
	Book/Page	
	Lessor	C. E. Coddington, et al.
	Lessee	A. D. Barnett
	Legal	

## **Croffoot**

Subject Lands:	T10S-R20W, Rooks County, Kansas
	Section 11: All (640 acres)

Subject Lease:

1)	Date	January 7, 1948
<i>,</i>	Book/Page	
		Clarissa A. Croffoot, a widow
	Lessee	I. O. Miller
	Legal	

## <u>Dick</u>

Subject Lands:	T10S-R19W, Section 17: NW/4
	Rooks County, Kansas

Subject Lease:

1)	Date	June 2, 1965
	Book/Page	73/191
	Lessor	Russell Dick and Marceline Dick, husband and wife
	Lessee	George A. Angle, d/b/a Frontier Oil Company
	Legal	T10S-R19W, Section 17: NW/4

## **Dougherty East**

Subject Lands:	T9S-R16W, Rooks County, Kansas
	Section 18: SE/4 (160 ac.)

Subject Leases:

1) Date.....December 12, 1961 Book/Page.....51/262 Lessor.....H. F. Dougherty et al. Lessee.....Henry S. Inger Date.....April 13, 1962
Book/Page.....52/226
Lessor.....Edna Polhamus Young and Merritt Young, her
husband
Lessee......Henry S. Inger
Legal ......T9S-R16W, Section 18: SE/4

#### E. Smith

Subject Lands:

T7S-R18W, Section 36: NW/4 SW/4 NW/4 Rooks County, Kansas

Subject Lease:

1)

#### **Finnesy**

Subject Lands:	T8S-R18W, Section 33: N/2
	Rooks County, Kansas

#### Subject Lease:

1)	Date	October 10, 1979
	Book/Page	143/216
	Lessor	Eva M. Finnesy, a widow
	Lessee	George A. Angle, d/b/a Frontier Oil Company
	Legal	T8S-R18W, Section 33: NE/4

2)	Date	October 10, 1979
	Book/Page	
	Lessor	Eva M. Finnesy, a widow
	Lessee	George A. Angle, d/b/a Frontier Oil Company
	Legal	

#### Garvert A

Subject Lands:

T10S-R17W, Section 18: SW/4 Rooks County, Kansas

Subject Lease:

 Date .....July 30, 1980 Book/Page .....149/398 Lessor .....Howard Garvert and Janice Garvert, husband and wife Lessee .....George A. Angle, d/b/a Frontier Oil Company Legal .....T10S-R17W, Section 18: SW/4

## <u>Gasper</u>

Subject Lands:	T7S-R17W, Rooks County, Kansas
-	Section 18: N/2 NW/4 (80 acres)

Subject Lease:

1)

Date ......March 27, 1981 Book/Page ......155/644 Lessor ......Daniel R. Gasper and Lois Ann Gasper, his wife Lessee ......HMS Oil Co. Legal ......T7S-R17W, Section 18: N/2 NW/4

## **<u>Griffith</u>**

Subject Lands:	T7S-R17W	Rooks County, Kansas
	Section 30:	NE/4 (160 acres)

Subject Lease:

1)		137/288 Ray Griffith and Viola Griffith, his wife
	Lessee	J. Harlan Miller T7S-R17W, Section 30: NE/4
		and the start they are provided by a time t

## HA Brown

Subject Lands:	T7S-R17W, Rooks County, Kansas
-	Section 18: E/2 SE/4 (80 acres)

Subject Lease:

1)	Date	February 27, 1981
	Book/Page	154/335
	Lessor	Harold A. Brown and Bernice A. Brown, his wife
	Lessee	J. Harlan Miller and Rim Oil Company
	Legal	T7S-R17W, Section 18: E/2 SE/4

## Harrison A

Subject Lands:	T9S-R18W, Section 17: SE/4
	Rooks County, Kansas

Subject Leases:

1)	Date	February 27, 1979
	Book/Page	139/213
	Lessor	F. L. Harrison and Verlene Harrison, husband and wife; Iola Ruder and Alfred Ruder, husband and wife
	Lessee	George A. Angle, d/b/a Frontier Oil Company
	Legal	T9S-R18W, Section 17: SE/4
2)	Date	April 5, 1979
	Book/Page	139/577
	Lessor	Edward F. Madden, aka Ed Madden, and Catherine
		C. Madden, husband and wife

		George A. Angle, d/b/a Frontier Oil Company T9S-R18W, Section 17: SE/4
3)	Date	
	Book/Page	
		K. S. Martin and Dena Martin, husband and wife George A. Angle, d/b/a Frontier Oil Company
		T9S-R18W, Section 17: SE/4
4)	Date	April 5, 1979
	Book/Page	
	Lessor	Helen L. Hodgson Sandberg and Lauren Sandberg, husband and wife
	Lessee	George A. Angle, d/b/a Frontier Oil Company
		T9S-R18W, Section 17: SE/4
5)	Date	April 5. 1979
	Book/Page	139/681
	Lessor	Eugene D. Eberhardt and Hester W. Eberhardt, husband and wife
		George A. Angle, d/b/a Frontier Oil Company
	Legal	T9S-R18W, Section 17: SE/4
6)	Date	April 5, 1979
2	Book/Page	
		Perry A. Thayer, Jr. and Mary L. Thayer, husband and wife
		George A. Angle, d/b/a Frontier Oil Company T9S-R18W, Section 17: SE/4
7)	Date	April 5, 1979
	Book/Page	
	Lessor	Edith O. Richards, a widow; LaVerne K. Wilson and Clarence H. Wilson, wife and husband
		George A. Angle, d/b/a Frontier Oil Company T9S-R18W, Section 17: SE/4
8)	Date	April 19, 1979
0)	Book/Page	
		Chester F. Farrow and Agnes Ann Farrow, husband
		and wife
		George A. Angle, d/b/a Frontier Oil Company
	Legal	T9S-R18W, Section 17: SE/4
9)	Date	
	Book/Page	
	Lessol	Louise B. Fitch and Kenneth C. Fitch, wife and husband
		George A. Angle, d/b/a Frontier Oil Company T9S-R18W, Section 17: SE/4
10)	Date	
	Book/Page	
		Margaret J. Floyd, by Nancy Floyd Law, her Attorney-in-Fact
		George A. Angle, d/b/a Frontier Oil Company T9S-R18W, Section 17: SE/4
	rvgai	

1	1) 1	DateApril 5, 1979
		Book/Page140/510
		LessorAlberta Bowles, a widow
		LesseeGeorge A. Angle, d/b/a Frontier Oil Company
		Legal
1	2) I	DateApril 5, 1979
		Book/Page140/656
		LessorJames Bliss Thayer and Margaret A. Thayer,
		husband and wife
		Lessee
		Legal
1	3) 1	DateMay 24, 1979
	·	Book/Page141/5
		Lessor
		Florida, formerly Ormund Beach First National
		Bank, Trustee UTD 12-1-65, Wallace Coates
		LesseeGeorge A. Angle, d/b/a Frontier Oil Company Legal
		Legal
1	4) I	DateApril 5, 1979
		Book/Page141/431
		Lessor
		Lessee
		LegalT9S-R18W, Section 17: SE/4
		Hilgers B
Subject Land	-le-	T9S-R18W, Rooks County, Kansas
Subject Lan	13.	Section 17: NE/4 (160 acres)
		Securit 111 (100 acres)
Subject Leas	ie:	
	1	D /
	1)	DateOctober 11, 1979 Book/Page144/416
		Lessor
		LesseeGeorge A. Angle, d/b/a Frontier Oil Company
		Legal
		Hindman
	_	
Subject Land	ls:	T7S-R17W, Rooks County, Kansas
		Section 35: N/2 NE/4 (80 acres)
Subject Leas	e:	
	1)	DateNovember 9, 1945
		Book/Page
		LessorD.A. Hindman and Paulina Hindman, his wife LesseeA. H. Kasishke
		Loster

## Hutton A

Subject Lands:

T7S-R17W, Rooks County, Kansas Section 19: S/2 S/2 NW/4 & N/2 N/2 SW/4 (80 acres)

Subject Lease:

1)

1)

Date.....January 28, 1981 Book/Page.....153/371 Lessor.....Ustel Hutton Lessee.....C C & S Oil Operations, Inc. Legal ......T7S-R17W, Section 19: S/2 S/2 NW/4 & N/2 N/2 SW/4

#### Hutton

Subject Lands:	T7S-R17W, Rooks County, Kansas
	Section 19: S/2 N/2 SW/4 & SW/4 SW/4 (80 acres)

Subject Lease:

Date .....January 28, 1981 Book/Page ......153/369 Lessor .....Ustel Hutton Lessee ......C C & S Oil Operations, Inc. Legal ......T7S-R17W, Section 19: S/2 N/2 SW/4 & SW/4 SW/4

#### Jaco

Subject Lands:	T10S-R18W, Section 13: NE/4
	Rooks County, Kansas

Subject Lease:

1)	Date	July 30, 1980
	Book/Page	149/396
	Lessor	Gene C. Jaco and Phyllis M. Jaco, husband and wife
	Lessee	George A. Angle, d/b/a Frontier Oil Company
	Legal	T10S-R18W, Section 13: NE/4

#### <u>Jana</u>

Subject Lands:	T7S-R19W, Section 20:	NW/4 NW/4	SE/4
	Rooks County, Kansas		

Subject Lease(s):

1)	Date	April 25, 2019, but effective May 1, 2019
-	Book/Page	500/587
	Lessor	.Patricia A. Westhusing, Operating Manager of J & O
		Farms, LLC
	Lessee	.Rampike Resources, Ltd.
	Legal	.T7S-R19W, Section 20: S/2, less NE/4 NE/4 NE/4;
		and Section 29: N/2 NW/4 & NE/4, less SW/4 SW/4
		NE/4
		.Rampike Resources, Ltd. .T7S-R19W, Section 20: S/2, less NE/4 NE/4 N and Section 29: N/2 NW/4 & NE/4, less SW/4 S

Kope a/d/a the City of Stockton Drilling Unit G-10

Subject Lands:A tract in the SE/4 Sec. 20-T7S-R17W described as:<br/>A TRACT IN NORTH SARVER'S SECOND ADDITION TO THE CITY<br/>OF STOCKTON, KANSAS, Beginning at the Southwest Corner of Lot 1,<br/>Block 14, of said addition, thence East 649 feet to the East City Limits,<br/>thence North 697 feet to the north city limits, thence West 649 feet, thence<br/>South 689.6 feet to the point of beginning, and containing All of Blocks 16<br/>and 21 and a strip along the North side of said Blocks; Lots 1 & 2 of Block

15 and a strip on the North side of said lots in Block 15; Lot 1, of Block 14; and the North Half of Blocks 17 and 20 of said addition, commonly referred to as City of Stockton Drilling Unit G-10. Rooks County, Kansas

Subject Lease(s):

1) Book/Page ..... 167/529 Lessor ......Bill W. Kope and wife, Ruth L. Kope Lessee......HMS Oil Company Legal ......ll of Blocks 16 and 21 North and a strip along the North side of said Blocks, and the North Half of Block 20 North Sarver's Second Addition to the City of Stockton, Kansas. 2) Date.....August 17, 1982 Book/Page .....174/147 Lessor ......City of Stockton, Kansas Lessee.....Dale E. Dean Legal ......N/2 of Block 17 North Sarver's Second Addition to the City of Stockton, Kansas. 3) Date ......August 17, 1982 Book/Page ......176/2 Lessor ...... Stockton Housing Authority Lessee.....Dale E. Dean Legal ......N/2 of Block 17 North Sarver's Second Addition to the City of Stockton, Kansas. 4) Date ......August 17, 1982 Book/Page .....176/2 Lessor ......Stockton Housing Authority Lessee.....Dale E. Dean Legal ......N/2 of Block 17 North Sarver's Second Addition to the City of Stockton, Kansas. Date ...... March 4, 1982 5) Book/Page .....169/182 Lessee.....Anna L. Luhman Legal .....Lot 1 in Block 14 North Sarver's Second Addition to the City of Stockton Kansas. Date ...... April 20, 1982 Book/Page .....170/170 Lessee......E.W. Walker and wife, Barbara E. Walker, to Anna L. Luhman Legal .....lots 1 and 2 of Block 15 and a strip on the North side of said lots in Block 15 North Sarver's Second Addition to the City of Stockton Kansas.

## **Kriley**

Subject Lands:

6)

T7S-R17W, Section 20: SE/4 Rooks County, Kansas

Subject Lease(s):

 Date......February 2, 1981 Book/Page......153/404 Lessor.....Everett Kriley and Leona B. Kriley, husband and wife Lessee.....J. Harlan Miller and Rim Oil Company Legal ......T7S-R17W, Section 20: SE/4; Section 21: N/2 SW/4

#### **KU Endowment A**

Subject Lands:	T7S-R17W, Rooks County, Kansas	
_	Section 20: SE/4 NW/4 & N/2 SW/4 (120 acres)	

## Subject Lease:

1)

Date	September 3, 1987
Book/Page	
Lessor	
	Webster Properties
	Rim Oil Company
Legal	
	SW/4 SW/4

## KU Endowment

Subject Lands:	T7S-R18W, Rooks County, Kansas	
	Section 25: E/2 NE/4 & SW/4 NE/4 (120 acres)	

Subject Lease:

1)

1)

1	Date	March 1, 1981
	Book/Page	155/189
	Lessor	The Kansas University Endowment Association, Inc.
		and Webster Properties
	Lessee	J. Harlan Miller and Rim Oil Company
	Legal	T7S-R18W, Section 25: E/2 NE/4 & SW/4 NE/4

#### KU

Subject Lands:

T7S-R18W, Rooks County, Kansas Section 25: W/2 SE/4 (80 acres)

Subject Lease:

Date .....January 1, 1985 Book/Page ......215/266 Lessor ......The Kansas University Endowment Association, Inc. and Webster Properties Lessee .....J. Harlan Miller Legal ......T7S-R18W, Section 36: N/2 NE/4 Legal ......T7S-R18W, Section 25: SE/4

## <u>Liebenau</u>

Subject Lands: T7S-R17W, Section 19: NE/4 NE/4 & W/2 NE/4, except a tract described as follows: Commencing at the NW Corner of said NE/4 of Sec. 19; thence E 400', thence S 1070', thence W 400', thence N 1070' to the place of beginning. Rooks County, Kansas

Subject Lease(s):

1)	Date	February 25, 1981
	Book/Page	154/359
	Lessor	Harold Liebenau and Vada Liebenau, husband and
		wife
	Lessee	Liberty Enterprises, Inc.
	Legal	T7S-R17W, Section 19: NE/4 NE/4 & W/2 NE/4,
	_	less the above-described tract

#### Lowry

Subject Lands:	T8S-R19W, Section 33: NW/4
	Rooks County, Kansas

Subject Lease:

1)	Date	August 9, 1999
	Book/Page	30/128
	Lessor	Harold W. Lowry and Lyla M. Lowry, husband and wife
	Lessee	Tengasco, Inc.
	Legal	T8S-R19W, Section 33: NW/4

## M. Rogers

Subject Lands:	T7S-R17W, Rooks County, Kansas	
	Section 18: SW/4 NE/4 & W/2 SE/4 lying North of CL of Missouri Pacific	
	Railroad right-of-way	

Subject Leases:

1)	Date	September 21, 2008
	Book/Page	391/562
	Lessor	Michael Rogers and Sandra L. Rogers, husband and
	-	wife
	Lessee	
	Legal	T7S-R17W, Section 18: SW/4 NE/4 & W/2 SE/4
2)	Date	October 16, 2009
-	Book/Page	402/297
	Lessor	The Peoples Bank of Smith Center, Trustee of the

Mary L. Rogers Trust, Anita M. Rogers Trust Share Lessee.....Tengasco, Inc. 

Railroad right-of-way

## McElhaney

Subject Lands:	T9S-R18W, Rooks County, Kansas	
	Section 3: NE/4 (160 acres)	

Subject Lease:

1)	Date	October 20, 2006
,	Book/Page	
	Lessor	Elberta J. McElhaney
	Lessee	Tengasco, Inc.
	Legal	

## <u>Miller North</u> (Rooks County)

Subject Lands:	T7S-R17W, Rooks County, Kansas	
	Section 18: Tract in S/2 NW/4 and N/2 SW/4 (100 acres) (see comment 1 below)	

Subject Lease:

1)	Date	March 28, 1981
	Book/Page	155/642
	Lessor	Robert Miller and Lorena Miller, his wife
	Lessee	HMS Oil Co.
	Legal	T7S-R17W, Section 18: Tract in S/2 NW/4 and the
		N/2 SW/4 (see comment 1 below)

# **Mosher**

Subject Lands:	T8S-R18W, Section 33: SW/4
	Rooks County, Kansas

Subject Lease:

Date	September 21, 1979
Book/Page	143/220
Lessor	Roy A. Mosher and Thelma H. Mosher, husband and
	wife; Roy Carmichael and Mildred Carmichael,
	husband and wife; Elmo Carmichael and Lee
	Carmichael, husband wife; Orlan Carmichael and
	Shirley Carmichael, husband and wife; F. L.
	Harrison and Verlene Harrison, husband and wife;
	Carl Burris, Administrator of the Estate of Lucille
	Burris, deceased
	George A. Angle, d/b/a Frontier Oil Company
Legal	T8S-R18W, Section 33: SW/4
	Book/Page

## Nutsch

Subject Lands: <u>T10S-R20W, Rooks County, Kansas</u> Section 2: SW/4 (160 acres)

Subject Lease:

1)

Date	February 8, 2006
Book/Page	
Lessor	Ronald W. Nutsch and Cynthia J. Nutsch, husband
	and wife; and Lynn A. Nutsch and Karen Diane
	Nutsch, husband and wife
Lessee	
Legal	

## <u>Ross</u>

Subject Lands:	T10S-R18W, Section 12: NW/4
	Rooks County, Kansas

Subject Lease:

1)	Date Book/Page	160/316
	Lessor	Harold E. Ross and Margaret S. Ross, husband and wife
	Lessee	George A. Angle, d/b/a Frontier Oil Company
	Legal	T10S-R18W, Section 12: NW/4 except a tract
		commencing at the NW/C of the NW/4, thence South
		40 rods, thence East 60 rods, thence North 40 rods,
		thence West 60 rods to the point of beginning

## <u>Ruder</u>

Subject Lands:	T8S-R18W, Rooks County, Kansas
	Section 33: SE/4 (160 acres)

Subject Lease:

1)	Date	September 13, 2005
	Book/Page	
	Lessor	Gerald F. Ruder and Sonia M. Ruder
	Lessee	Tengasco, Inc.
	Legal	

## Schruben Unit

Subject Lands:	T7S-R17W, Rooks County, Kansas	
•	Section 20: N/2 SW/4 (80 ac.)	

Subject Leases:

I)	Date Book/Page	January 20, 1987 223/478
	Lessor	Leo N. Schruben and Mary L. Schruben, Trustees of
		the Living Trust of Leo N. Schruben dated June 6,
		1985
	Lessee	Jay C. Boyer
	Legal	

2)	Date	January 20, 1987
	Book/Page	223/478
	Lessor	Leo N. Schruben and Mary L. Schruben, Trustees of
		the Living Trust of Leo N. Schruben dated June 6,
		1985
	Lessee	Jay C. Boyer
	Legal	T7S-R17W, Section 29: NE/4 SW/4

## <u>Stahl</u>

Subject Lands:	T9S-R18W, Section 21: NW/4
	Rooks County, Kansas

Subject Leases:

1)	Date	March 29, 1979
	Book/Page	139/685
	Lessor	Mary Frances Stahl, a widow
	Lessee	George A. Angle, d/b/a Frontier Oil Company
	Legal	T9S-R18W, Section 21: NW/4, except the S/2 SE/4
		NW/4

2)	Date	May 1, 1979
	Book/Page	141/154
	Lessor	Continental Oil Company
	Lessee	George A. Angle, d/b/a Frontier Oil Company
	Legal	T9S-R18W, Section 21: N/2 NW/4; SW/4 NW/4;
	-	N/2 SE/4 NW/4 insofar and only insofar as said lands
		cover depth down to but not below a depth of 3,692
		feet measured vertically from the surface of the earth

## Stahl A

Subject Lands:	T9S-R18W, Section 16: SW/4
	Rooks County, Kansas

Subject Lease(s):

 Date.....October 12, 2005 Book/Page......352/154 Lessor.....Mary F. Stahl Heirs (Joseph Stahl and Lucille Kuhn) Lessee.....Tengasco, Inc. Legal......T9S-R18W, Section 16: SW/4

## **Stebbins**

Subject Lands:	T7S-R17W, Rooks County, Kansas	
	Section 26: 20-acre square around Stebbins #1 well located in the SE/4	
	SE/4 SW/4 (20 acres)	

Subject Lease:

1)	Date	April 28, 1945
	Book/Page	20/608
	Lessor	Florence E. Stebbins, et al.
	Lessee	Ira Scott
	Legal	T7S-R17W, Section 26: E/2 SW/4, NW/4 SW/4, and
		SW/4 NW/4 (released as to all except Subject Lands)

## Thyfault Jr

Subject Lands;

T9S-R20W, Rooks County, Kansas Section 8: E/2 SW/4 (80 acres)

Subject Lease:

Date......March 7, 1957
 Book/Page......21/624
 Lessor......George A. Thyfault et al.
 Lessee......Burt Stafford
 Legal ......T9S-R20W, Section 8: E/2 SW/4

#### **Thyfault**

Subject Lands:	T9S-R20W, Rooks County, Kansas
	Section 8: S/2 NW/4 (80 acres)

Subject Lease:

1)	Date	July 6, 1983
	Book/Page	187/430
	Lessor	Irene P. Thyfault
	Lessee	Kelvin (Kelly) D. Angle
		T9S-R20W, Section 8: S/2 NW/4

#### Veverka A

Subject Lands: <u>T8S-R19W, Rooks County, Kansas</u> Section 27: W/2 SW/4 (80 acres)

Subject Lease:

1)	Date	
	Book/Page	
	Lessor	Gregory S. Veverka, a single person
	Lessee	
	Legal	

#### Veverka B

Subject Lands:	T8S-R19W.	Rooks	County, Kansas
	Section 28:	E/2 SE	/4 (80 acres)

Subject Lease:

1)

Date	February 17, 2006
Book/Page	358/143
Lessor	Gregory S. Veverka, a single person
Lessee	Tengasco, Inc.
Legal	T8S-R19W, Section 28: E/2 SE/4

## Veverka C

Subject Lands:

T8S-R19W, Rooks County, Kansas Section 28: NE /4 (160 acres)

Subject Lease:

Book/Page	358/139
Lessor	Gregory S. Veverka, a single person
Lessee	Tengasco, Inc.
Legal	T8S-R19W, Section 28: NE /4

## Veverka D

Subject Lands:

T8S-R19W, Rooks County, Kansas Section 21: SE /4 (160 acres)

Subject Lease:

1)	Date	February 17, 2006
	Book/Page	
	Lessor	Gregory S. Veverka, a single person
	Lessee	Tengasco, Inc.
		T8S-R19W, Section 21: SE/4

#### **Watts**

Subject Lands:	T7S-R17W, Section 26: SE/4
-	Rooks County, Kansas

Subject Lease(s):

1)	Date	May 19, 1960
	Book/Page	40/323
	Lessor	Hazel Floy Watts and Lee Watts, wife and husband
	Lessee	V. E. Sheffer
	Legal	T7S-R17W, Section 26: SE/4

 Date ......September 1, 1960 Book/Page ......42/95 Lessor ......Vickers Petroleum Co., Inc. Lessee ......V. E. Sheffer Legal ......T7S-R17W, Section 26: SE/4

#### **Wehrli**

Subject Lands:

T7S-R17W, Rooks County, Kansas Section 19: Tract in N/2 N/2 (see comment 1 below)

#### Subject Leases:

1)	Date	July 16, 1990
	Book/Page	248/596
	Lessor	John L. Wehrli and Geraldine Wehrli, his wife
	Lessee	Black Diamond Oil, Inc.
	Legal	T7S-R17W, Section 19: Tract in NE/4 NW/4
	-	beginning at SE corner of NE/4 NW/4, thence West
		779.5', thence North 530', thence West 55', thence
		North to CL of Missouri Pacific RR ROW, thence
		Northeasterly along said CL to point 100' due West
		of the East line of NE/4 NW/4, thence South 647',
		thence East 100', thence South to POB
2)	Date	July 16, 1990
	Book/Page	248/598

ROW, thence Southwesterly along said CL to point due North of the POB, thence South to the POB

3)

Date	July 18, 1990
Book/Page	248/614
Lessor	Donald L. Reichard, single
Lessee	Black Diamond Oil, Inc.
Legal	T7S-R17W, Section 19: Tract in N/2 beginning 400'
	East of the NW corner of the NE/4, thence South
	1070', thence West 400', thence North 238', thence
	West 100', thence North 340', thence East 100',
	thence North 132', thence East 264', thence North
	360', thence East 136' to POB; AND tract in NW/4
	NE/4 beginning at the NW corner of NW/4 NE/4,
	thence South 20 rods 30 feet, thence East 16 rods,
	thence North 20 rods 30 feet, thence West 16 rods to
	POB

#### Zerger A

Subject Lands:

T8S-R19W, Rooks County, Kansas Section 21: NE/4 (160 acres)

Subject Leases:

1)	Lessee	401/151 Derek B. Sheffer and Paula S. Sheffer, husband and wife, individually and as Trustees of the Sheffer Family Trust dated October 27, 2005
2)	Lessee	401/154 James E. Gregg and Anna Gregg, husband and wife
3)	Lessee	.401/240 .Karla J. Schoeller and Michael H. Schoeller, wife and husband
4)	Date Book/Page	

Lessor......Doug Zerger, and Waldo J. Zerger, Co-trustees of the Jane C. Zerger and Waldo J. Zerger Trust dated October 24, 1984 Lessee......Tengasco, Inc. Legal ......T8S-R19W, Section 21: NE/4

## <u>Zerger</u>

Subject Lands:

T8S-R19W, Rooks County, Kansas Section 21: NW/4 (160 acres)

Subject Lease:

## **RUSH COUNTY PROPERTIES**

#### Jacobs B

Subject Lands:	T17S-R18W, Section 30: NW/4
	Rush County, Kansas

Subject Lease:

1)	Date	October 26, 1979
	Book/Page	104/178
	Lessor	Florence Jacobs, a widow
	Lessee	George A. Angle, d/b/a Frontier Oil Company
	Legal	T17S-R18W, Section 30: NW/4

#### Urban A & K

Subject Lands:	T16S-R17W, Section 10: NW/4 & W/2 E/2
	Rush County, Kansas

Subject Lease(s):

1)	Date	February 27, 1962
	Book/Page	73/399
	Lessor	Alois L. Urban and Dorothy Urban, husband and wife
	Lessee	George A. Angle, d/b/a Frontier Oil Company
	Legal	T16S-R17W, Section 10: NW/4
		81/692, 86/334, 88/421, to April 6, 1970
2)	Date	
	Book/Page	73/399
	Lessor	Alois L. Urban and Dorothy Urban, husband and wife
	*	

#### **Zimmerman**

Subject Lands: T16S-R20W, Section 3: E/2 NW/4 & NW/4 NW/4 Rush County, Kansas

Subject Lease(s):

1)

Date......March 25, 2017 Book/Page......170/954 Lessor.....Loran C. Zimmerman and Jolene M. Zimmerman, husband and wife Lessee.....Cholla Production, LLC Legal ......T16S-R20W, Section 3: All

## **RUSSELL COUNTY PROPERTIES**

#### **Beisel**

Subject Lands:	T14S-R12W, Section 15: SE/4	
	Russell County, Kansas	

Subject Lease(s):

1)

Date......May 16, 1961 Book/Page......104/37 Lessor.....Paul Benjamin Beisel and Naomi Irene Beisel, husband and wife Lessee.....W. H. Malthie Legal ......T14S-R12W, Section 15: SE/4

#### <u>Foster</u>

Subject Lands:

T15S-R11W, Section 33: E/2 SW/4 & SE/4 Russell County, Kansas

Subject Lease(s):

1)	Date	April 30, 1981
	Book/Page	159/138
	Lessor	.Harry C. Foster and Helen K. Foster, husband and wife
	Lessee	Gary D. Atkins
	Legal	T15S-R11W, Section 33: E/2 SW/4
2)	Date	April 4, 2006
-)	Book/Page	± *
	Lessor	James A. Foster and Darlene Foster, husband and wife, and James B. Kirk and Marilyn K. Kirk, husband and wife, and Jack E. Foster
	Lessee	.Tengasco, Inc.
	Legal	.T15S-R11W, Section 33: SE/4

## **Thacker**

Subject Lands: T13S-R13W, Section 29: SW/4 NE/4 Russell County, Kansas

Subject Lease(s):

 Date.....April 29, 1987 Book/Page.....176/850 Lessor....LuEtta Thacker, a widow Lessee.....Wilson Rains Legal .....T13S-R13W, Section 29: S/2 NE/4

## **TREGO COUNTY PROPERTIES**

## Albers A

Subject Lands:	T15S-R25W, Section 22:	NE/4
	Trego County, Kansas	

Subject Lease(s):

1)	Date	July 18, 2006
	Book/Page	140/219
	Lessor	Zoe B. Albers and Leisa Albers, husband and wife
	Lessee	Basin Resources, LLC
	Legal	T15S-R25W, Section 22: NE/4

## Albers B

Subject Lands:	T15S-R25W, Section 23: NE/4
	Trego County, Kansas

Subject Lease(s):

1)	Date	September 3, 2009
	Book/Page	159/345
	Lessor	Zoe B. Albers and Leisa Albers, husband and wife
	Lessee	Basin Resources, LLC
	Legal	T15S-R25W, Section 23: NE/4

# Albers C

Subject Lands:	T15S-R25W, Section 24: NW/4
	Trego County, Kansas

Subject Lease(s):

1)	Date	July 24, 2011
	Book/Page	172/559
	Lessor	Zoe B. Albers and Leisa Albers, husband and wife
	Lessee	Aurora Energy L.L.C.
	Legal	T15S-R25W, Section 24: NW/4

## <u>Albers</u>

Subject Lands:	T15S-R25W, Section 23: NW/4	
	Trego County, Kansas	

Subject Lease(s):

1)	Date	July 18, 2006
	Book/Page	140/225
	Lessor	Zoe B. Albers and Leisa Albers, husband and wife
	Lessee	Basin Resources, LLC
	Legal	T15S-R25W, Section 23: NW/4

## **Baugher**

Subject Lands:	T12S-R21W, Section 23: SW/4
	Trego County, Kansas

Subject Lease(s):

1)	DateNover Book/PageA49/7	
		alvin Baugher and B. Howard Baugher, co-
		es under the Law Will and Testament of W.C.
	Baugh	er, deceased
	LesseeIcer A	ddis
	LegalT12S-	R21W, Section 23: SW/4

## Howard A

Subject Lands:	T15S-R25W, Section 17: NE/4
	Trego County, Kansas

Subject Lease(s):

1)	Date Book/Page	September 8, 2011 173/521
	-	Donald D. Howard and Ruth L. Howard, husband and wife
	Lessee	Aurora Energy Inc.
	Legal	T15S-R25W, Section 17: NE/4

# <u>Offutt</u>

Subject Lands:	T15S-R25W, Section 27: SE/4
	Trego County, Kansas

Subject Lease(s):

Date	.July 18, 2006
Book/Page	.165/176
Lessor	Frank Offutt, Trustee of the Frank Offutt Revocable
	Trust dated July 18, 2000, and Wilda Offutt, Trustee
	of the Wilda Offutt Revocable Trust dated July 18,
	2000
Lessee	.Basin Resources, LLC
Legal	.T15S-R25W, Section 27: SE/4
	Book/Page Lessor

## <u>Ridgway</u>

Subject Lands:

T12S-R21W, Section 32: NE/4 Trego County, Kansas

Subject Lease(s):

1)

Date	January 21, 1978
Book/Page	A50/104
Lessor	LaVerne Ridgway and Margaret E. Ridgway, husband and wife
Lessee	Icer Addis
Legal	T12S-R21W, Section 32: NE/4

## Schoenthaler

Subject Lands: T12S-R21W, Section 34: SW/4, less a tract deeded away in the NW corner containing about 7 acres. Trego County, Kansas

Subject Lease(s):

1)

Date	October 22, 1977
Book/Page	A49/656
Lessor	Raymond Schoenthaler and Madeline Schoenthaler,
	husband and wife
Lessee	Albert M. Austin
Legal	

<sup>&</sup>lt;sup>1</sup> Less a tract deeded away in the NW corner containing about 7 acres.