

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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

**REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,
MUST be submitted with this form.

Check applicable boxes:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- Gas Gathering System: _____
- Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from N / S Line
_____ feet from E / W Line
- Enhanced Recovery Project Permit No.: _____
Entire Project: Yes No
Number of Injection Wells _____ **

Field Name: _____

**** Side Two Must Be Completed.**

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

____ - ____ - ____ - ____ Sec. ____ Twp. ____ R. E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Type of Pit: Emergency Burn Settling Haul-Off Workover Drilling

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: _____. Recommended action: _____

Date: _____
Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit
permitted by No.: _____.

Date: _____
Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle:</i> FSL/FNL	<i>Circle:</i> FEL/FWL		
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

A separate sheet may be attached if necessary.
* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

Form Must Be Typed

Form must be Signed

All blanks must be Filled

**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Well Location:

____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West

County: _____

Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

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

Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (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: _____ Title: _____

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. Purchase and Sale of Property, Rights and Assets. 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" 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-of-way, 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 Purchase Price. 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) [REDACTED] 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 [REDACTED], 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 [REDACTED], 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. Effective Time. 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 (including agents and employees). Seller shall be liable and responsible for all Claims arising and Liabilities incurred 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 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. Buyer's Independent Evaluation. 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. Closing. 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. Further Assurances. 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. Notices. 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: mruzen@tengasco.com


Section 4.4. Counterparts. 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 "Tengasco, 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 10th day of March, 2021, however TO BE EFFECTIVE as of March 1, 2021.

SELLER

Riley Exploration Permian, Inc.


By: Michael J. Rugen
Title: Chief Financial Officer

BUYER

Trans Pacific Oil Corporation

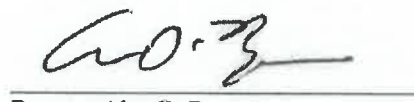

By: Alan D. Banta
Title: President

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-of-way, 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):

- 1) DateAugust 17, 1976
Book/Page347/274
LessorBenjamin W. Tempero and Geraldine Tempero,
husband and wife, Thomas W. Tempero and Terrilyn
Tempero, husband and wife, and Kathryn T. Anstaett
and Donald Anstaett, wife and husband
LesseeChief Drilling Co., Inc.
LegalT17S-R14W, Section 26: E/2

Hammeke

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

Subject Lease(s):

- 1) DateApril 22, 1983
Book/Page421/48
LessorKeith D. Hammeke and Angela J. Hammeke,
husband and wife
LesseeEdwards Oil, Inc.
LegalT19S-R12W, Section 2: NW/4, except 18.3 acres in
the west end

H. Karst

Subject Lands: T16S-R14W, Section 18: S/2 SE/4
Barton County, Kansas

Subject Lease(s):

- 1) DateJuly 22, 1980
Book/Page401/5
LessorHenry A. Karst and Elma K. Karst, husband and wife
LesseeWoodman & Iannitti Drilling Co.
LegalT16S-R14W, Section 18: S/2 SE/4

Rose

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

Subject Lease(s):

- 1) DateMay 22, 1928
Book/PageV/470
LessorCharles Rose, a widower
LesseeThe Midwest Exploration Company
LegalT20S-R11W, Section 3: NE/4

EXHIBIT A

ELLIS COUNTY PROPERTIES

Heyl

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

Subject Lease:

- 1) DateMay 18, 1949
Book/Page82/515
LessorC. J. Heyl and Mary E. Heyl, husband and wife
LesseeJ. S. Bailey and George H. Squibb
LegalT14S-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/Page263/533
LessorJoe C. Kinderknecht and Albertine Kindernecht,
 husband and wife
LesseeGeorge A. Angle d/b/a Frontier Oil Company
LegalT14S-R19W, Section 8: SE/4¹

- 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

Kraus

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

Subject Lease:

- 1) DateJuly 9, 1981
Book/Page312/552
LessorJohn W. Kraus and Esther F. Kraus, husband and
 wife
LesseeBates Oil Corporation
LegalT14S-R18W, Section 28: NE/4

Kraus A

Subject Lands: T14S-R19W, Section 21: E/2 NE/4²
Ellis County, Kansas

Subject Lease(s):

- 1) DateApril 1, 1959
Book/Page178/317
LessorCarl W. Kraus and Sadie E. Kraus, husband and wife
LesseeFrontier Oil Company
LegalT14S-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) DateJanuary 4, 1959
Book/Page176/612
LessorEsther M. Kraus, a widow
LesseeFrontier Oil Company
LegalT14S-R19W, Section 16: E/2 SW/4
- 2) DateApril 14, 1959
Book/Page178/550
LessorEsther M. Kraus, a widow
LesseeFrontier Oil Company
LegalT14S-R19W, 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

Kraus I

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

Subject Lease(s):

- 1) DateSeptember 9, 1959
Book/Page182/163
LessorWilfred J. Kraus and Mildred A. Kraus, husband and wife
LesseeGeorge A. Angle d/b/a Frontier Oil Company Legal
.....T14S-R19W, Section 27: NE/4

Leiker

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

Subject Lease(s):

- 1) DateMarch 2, 1943
Book/Page43/351
LessorHenry S. Leiker and Regina Leiker, husband and
wife
LesseeRoy H. Hall
LegalT15S-R18W, Section 14: N/2 NW/4

Schneller

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

Subject Lease(s):

- 1) DateMarch 19, 1976
Book/Page270/20
LessorFrank J. Schneller and Margaret E. Schneller,
husband and wife, and Katherine Huber and Arnold
Huber, wife and husband
LesseeRoy R. Krueger
LegalT12S-R20W, Section 34: NE/4

- 2) DateMarch 19, 1976
Book/Page270/22
LessorVera Schneller, a widow
LesseeRoy R. Krueger
LegalT12S-R20W, Section 34: NE/4

GRAHAM COUNTY PROPERTIES

DeYoung

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

Subject Lease:

- 1) DateMarch 19, 1980
Book/Page92/263
LessorMilfred DeYoung and Norma J. DeYoung, husband
and wife
LesseeGeorge A. Angle, d/b/a Frontier Oil Company
LegalT10S-R21W, Section 4: NE/4

Lewis

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

Subject Lease:

- 1) DateJune 20, 1980
Book/Page93/519
LessorHarold 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
LesseeGeorge A. Angle, d/b/a Frontier Oil Company
LegalT10S-R21W, Section 9: NE/4

Lewis A

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

Subject Lease:

- 1) DateJune 20, 1980
Book/Page93/518
LessorHarold 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
LesseeGeorge A. Angle, d/b/a Frontier Oil Company
LegalT10S-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) DateApril 28, 2005
Book/Page106/219
LessorBruce Dirks, [no marital capacity indicated]
Lessee.....Tengasco, Inc.
LegalT20S-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) DateJanuary 25, 2005
Book/Page106/125
LessorCraig A. Kroeker, a single person
Lessee.....Tengasco, Inc.
LegalT20S-R16W, Section 24: NE/4

Oetken

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

Subject Lease(s):

- 1) DateMarch 19, 1990
Book/Page93/413
LessorLaVerne Oetken, [no marital capacity indicated]
Lessee.....Oetken Hay, Inc.
LegalT20S-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

- DateJanuary 26, 1990
Lessee.....Iannitti Oil Company
LegalT20S-R16W, Section 13: S/2 SW/4, less the above-
described tract
- 1) Book/Page93/227

- Lessor.....Orville L. Schultz, a single person
- 2) Book/Page.....93/339
Lessor.....Steven L. Schultz and Clara E. Schultz, husband and wife
- 3) Book/Page.....93/363
Lessor.....Stanley L. Schultz and Bernadette Schultz, husband and wife

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) Date.....May 5, 1981
Book/Page.....162/41
Lessor.....Arthur Axelson and Edna M. Axelson, husband and wife
Lessee.....Zenith Drilling Corporation, Inc.
LegalT7S-R19W, Section 24: SE/4
- 2) Date.....April 27, 1984
Book/Page.....198/635
Lessor.....Arthur Axelson, a widower
Lessee.....Zenith 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) Date.....November 24, 2017
Book/Page.....490/232
Lessor.....James A. Stice
Lessee.....Rampike Resources, Ltd.
LegalT7S-R19W, Section 29: W/2 SW/4
- 2) Date.....December 22, 2017
Book/Page.....491/48
Lessor.....Joseph M. Bellerive and Joni M. Bellerive
Lessee.....Betty 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) DateOctober 22, 1979
Book/Page143/426
LessorFrank Cerrow, a single man
LesseeGeorge A. Angle, d/b/a Frontier Oil Company
LegalT8S-R19W, Section 33: SW/4

Coddington

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

Subject Lease(s):

- 1) DateJanuary 6, 1948
Book/Page26/264
LessorC. E. Coddington, et al.
LesseeA. D. Barnett
LegalT10S-R20W, Section 2: SE/4

Croffoot

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

Subject Lease:

- 1) DateJanuary 7, 1948
Book/Page26/255
LessorClarissa A. Croffoot, a widow
LesseeI. O. Miller
LegalT10S-R20W, Section 11: All

Dick

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

Subject Lease:

- 1) DateJune 2, 1965
Book/Page73/191
LessorRussell Dick and Marceline Dick, husband and wife
LesseeGeorge A. Angle, d/b/a Frontier Oil Company
LegalT10S-R19W, Section 17: NW/4

Dougherty East

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

Subject Leases:

- 1) DateDecember 12, 1961
Book/Page51/262
LessorH. F. Dougherty et al.
LesseeHenry S. Inger

LegalT9S-R16W, Section 18: SE/4

- 2) Date.....April 13, 1962
Book/Page.....52/226
Lessor.....Edna Polhamus Young and Merritt Young, her
husband
Lessee.....Henry S. Inger
LegalT9S-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) Date.....February 24, 1967
Book/Page.....83/356
Lessor.....Mae J. Flint, a single person
Lessee.....J. Mark Richardson
LegalT7S-R18W, Section 35: NE/4 NE/4
T7S-R18W, Section 36: NW/4

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
LegalT8S-R18W, Section 33: NE/4
- 2) Date.....October 10, 1979
Book/Page.....143/218
Lessor.....Eva M. Finnesy, a widow
Lessee.....George A. Angle, d/b/a Frontier Oil Company
LegalT8S-R18W, Section 33: NW/4

Garvert A

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

Subject Lease:

- 1) 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
LegalT10S-R17W, Section 18: SW/4

Gasper

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

Griffith

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

Subject Lease:

- 1) Date August 26, 1978
Book/Page 137/288
Lessor Ray Griffith and Viola Griffith, his wife
Lessee J. Harlan Miller
Legal T7S-R17W, Section 30: NE/4

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

- Lessee.....George A. Angle, d/b/a Frontier Oil Company
 LegalT9S-R18W, Section 17: SE/4
- 3) Date.....April 5, 1979
 Book/Page139/579
 Lessor.....K. S. Martin and Dena Martin, husband and wife
 Lessee.....George A. Angle, d/b/a Frontier Oil Company
 LegalT9S-R18W, Section 17: SE/4
- 4) Date.....April 5, 1979
 Book/Page139/581
 Lessor.....Helen L. Hodgson Sandberg and Lauren Sandberg,
 husband and wife
 LesseeGeorge A. Angle, d/b/a Frontier Oil Company
 LegalT9S-R18W, Section 17: SE/4
- 5) Date.....April 5, 1979
 Book/Page139/681
 Lessor.....Eugene D. Eberhardt and Hester W. Eberhardt,
 husband and wife
 Lessee.....George A. Angle, d/b/a Frontier Oil Company
 LegalT9S-R18W, Section 17: SE/4
- 6) Date.....April 5, 1979
 Book/Page140/67
 Lessor.....Perry A. Thayer, Jr. and Mary L. Thayer, husband
 and wife
 Lessee.....George A. Angle, d/b/a Frontier Oil Company
 LegalT9S-R18W, Section 17: SE/4
- 7) Date.....April 5, 1979
 Book/Page140/69
 Lessor.....Edith O. Richards, a widow; LaVerne K. Wilson and
 Clarence H. Wilson, wife and husband
 Lessee.....George A. Angle, d/b/a Frontier Oil Company
 LegalT9S-R18W, Section 17: SE/4
- 8) Date.....April 19, 1979
 Book/Page140/243
 Lessor.....Chester F. Farrow and Agnes Ann Farrow, husband
 and wife
 Lessee.....George A. Angle, d/b/a Frontier Oil Company
 LegalT9S-R18W, Section 17: SE/4
- 9) Date.....April 5, 1979
 Book/Page140/245
 Lessor.....Louise B. Fitch and Kenneth C. Fitch, wife and
 husband
 Lessee.....George A. Angle, d/b/a Frontier Oil Company
 LegalT9S-R18W, Section 17: SE/4
- 10) Date.....April 5, 1979
 Book/Page140/470
 Lessor.....Margaret J. Floyd, by Nancy Floyd Law, her
 Attorney-in-Fact
 Lessee.....George A. Angle, d/b/a Frontier Oil Company
 LegalT9S-R18W, Section 17: SE/4

- 11) Date.....April 5, 1979
 Book/Page.....140/510
 Lessor.....Alberta Bowles, a widow
 Lessee.....George A. Angle, d/b/a Frontier Oil Company
 Legal.....T9S-R18W, Section 17: SE/4
- 12) Date.....April 5, 1979
 Book/Page.....140/656
 Lessor.....James Bliss Thayer and Margaret A. Thayer,
 husband and wife
 Lessee.....George A. Angle, d/b/a Frontier Oil Company
 Legal.....T9S-R18W, Section 17: SE/4
- 13) Date.....May 24, 1979
 Book/Page.....141/5
 Lessor.....Flagship First National Bank of Ormund Beach,
 Florida, formerly Ormund Beach First National
 Bank, Trustee UTD 12-1-65, Wallace Coates
 Lessee.....George A. Angle, d/b/a Frontier Oil Company
 Legal.....T9S-R18W, Section 17: SE/4
- 14) Date.....April 5, 1979
 Book/Page.....141/431
 Lessor.....Harriett A. Martin, a widow
 Lessee.....George A. Angle, d/b/a Frontier Oil Company
 Legal.....T9S-R18W, Section 17: SE/4

Hilgers B

Subject Lands: T9S-R18W, Rooks County, Kansas
 Section 17: NE/4 (160 acres)

Subject Lease:

- 1) Date.....October 11, 1979
 Book/Page.....144/416
 Lessor.....M. C. Elizabeth Bartlett et al.
 Lessee.....George A. Angle, d/b/a Frontier Oil Company
 Legal.....T9S-R18W, Section 17: NE/4

Hindman

Subject Lands: T7S-R17W, Rooks County, Kansas
 Section 35: N/2 NE/4 (80 acres)

Subject Lease:

- 1) Date.....November 9, 1945
 Book/Page.....21/260
 Lessor.....D.A. Hindman and Paulina Hindman, his wife
 Lessee.....A. H. Kasishke

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) DateJanuary 28, 1981
Book/Page153/371
LessorUstel Hutton
Lessee.....C C & S Oil Operations, Inc.
LegalT7S-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:

- 1) DateJanuary 28, 1981
Book/Page153/369
LessorUstel Hutton
Lessee.....C C & S Oil Operations, Inc.
LegalT7S-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) DateJuly 30, 1980
Book/Page149/396
LessorGene C. Jaco and Phyllis M. Jaco, husband and wife
Lessee.....George A. Angle, d/b/a Frontier Oil Company
LegalT10S-R18W, Section 13: NE/4

Jana

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

Subject Lease(s):

- 1) DateApril 25, 2019, but effective May 1, 2019
Book/Page500/587
Lessor.....Patricia A. Westhusing, Operating Manager of J & O
Farms, LLC
Lessee.....Rampike Resources, Ltd.
LegalT7S-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

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:
A TRACT IN NORTH SARVER'S SECOND ADDITION TO THE CITY
OF STOCKTON, KANSAS, Beginning at the Southwest Corner of Lot 1,
Block 14, of said addition, thence East 649 feet to the East City Limits,
thence North 697 feet to the north city limits, thence West 649 feet, thence
South 689.6 feet to the point of beginning, and containing All of Blocks 16
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) DateFebruary 8, 1982
Book/Page167/529
LessorBill W. Kope and wife, Ruth L. Kope
Lessee.....HMS Oil Company
Legalll 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) DateAugust 17, 1982
Book/Page174/147
LessorCity of Stockton, Kansas
Lessee.....Dale E. Dean
LegalN/2 of Block 17 North Sarver's Second Addition to the City of Stockton, Kansas.
- 3) DateAugust 17, 1982
Book/Page176/2
LessorStockton Housing Authority
Lessee.....Dale E. Dean
LegalN/2 of Block 17 North Sarver's Second Addition to the City of Stockton, Kansas.
- 4) DateAugust 17, 1982
Book/Page176/2
LessorStockton Housing Authority
Lessee.....Dale E. Dean
LegalN/2 of Block 17 North Sarver's Second Addition to the City of Stockton, Kansas.
- 5) DateMarch 4, 1982
Book/Page169/182
LessorH. C. Flint, Jr. and wife, Donna J. Flint
Lessee.....Anna L. Luhman
LegalLot 1 in Block 14 North Sarver's Second Addition to the City of Stockton Kansas.
- 6) DateApril 20, 1982
Book/Page170/170
LessorH. C. Flint, Jr. and wife, Donna J. Flint
Lessee.....E.W. Walker and wife, Barbara E. Walker, to Anna L. Luhman
Legallots 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: T7S-R17W, Section 20: SE/4
Rooks County, Kansas

Subject Lease(s):

- 1) 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.....229/93
Lessor.....The Kansas University Endowment Association and Webster Properties
Lessee.....Rim Oil Company
Legal.....T7S-R17W, Section 30: SE/4 NW/4, N/2 SW/4 & 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) 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:

- 1) 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

Liebenau

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.
LegalT7S-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.
LegalT8S-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.....Tengasco, Inc.
LegalT7S-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.
LegalT7S-R17W, Section 18: SW/4 NE/4 & W/2 SE/4 lying North the center line of the Missouri Pacific Railroad right-of-way

McElhanev

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

Subject Lease:

- 1) DateOctober 20, 2006
Book/Page362/521
LessorElberta J. McElhanev
Lessee.....Tengasco, Inc.
LegalT9S-R18W, Section 3: NE/4

Miller North
(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) DateMarch 28, 1981
Book/Page155/642
LessorRobert Miller and Lorena Miller, his wife
Lessee.....HMS Oil Co.
LegalT7S-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:

- 1) DateSeptember 21, 1979
Book/Page143/220
LessorRoy 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
Lessee.....George A. Angle, d/b/a Frontier Oil Company
LegalT8S-R18W, Section 33: SW/4

Nutsch

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

Subject Lease:

- 1) Date February 8, 2006
Book/Page 357/239
Lessor Ronald W. Nutsch and Cynthia J. Nutsch, husband
and wife; and Lynn A. Nutsch and Karen Diane
Nutsch, husband and wife
Lessee Tengasco, Inc.
Legal T10S-R20W, Section 2: SW/4

Ross

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

Subject Lease:

- 1) Date July 9, 1981
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

Ruder

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

Subject Lease:

- 1) Date September 13, 2005
Book/Page 351/257
Lessor Gerald F. Ruder and Sonia M. Ruder
Lessee Tengasco, Inc.
Legal T8S-R18W, Section 33: SE/4

Schruben Unit

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

Subject Leases:

- 1) 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: NW/4 SW/4

- 2) DateJanuary 20, 1987
Book/Page223/478
LessorLeo N. Schruben and Mary L. Schruben, Trustees of
the Living Trust of Leo N. Schruben dated June 6,
1985
Lessee.....Jay C. Boyer
LegalT7S-R17W, Section 29: NE/4 SW/4

Stahl

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

Subject Leases:

- 1) DateMarch 29, 1979
Book/Page139/685
LessorMary Frances Stahl, a widow
Lessee.....George A. Angle, d/b/a Frontier Oil Company
LegalT9S-R18W, Section 21: NW/4, except the S/2 SE/4
NW/4
- 2) DateMay 1, 1979
Book/Page141/154
LessorContinental Oil Company
Lessee.....George A. Angle, d/b/a Frontier Oil Company
LegalT9S-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):

- 1) DateOctober 12, 2005
Book/Page352/154
LessorMary F. Stahl Heirs (Joseph Stahl and Lucille Kuhn)
Lessee.....Tengasco, Inc.
LegalT9S-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) DateApril 28, 1945
Book/Page20/608
LessorFlorence E. Stebbins, et al.
Lessee.....Ira Scott
LegalT7S-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:

- 1) DateMarch 7, 1957
Book/Page21/624
LessorGeorge A. Thyfault et al.
Lessee.....Burt Stafford
LegalT9S-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) DateJuly 6, 1983
Book/Page187/430
LessorIrene P. Thyfault
Lessee.....Kelvin (Kelly) D. Angle
LegalT9S-R20W, Section 8: S/2 NW/4

Veverka A

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

Subject Lease:

- 1) DateFebruary 17, 2006
Book/Page358/135
LessorGregory S. Veverka, a single person
Lessee.....Tengasco, Inc.
LegalT8S-R19W, Section 27: W/2 SW/4

Veverka B

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

Subject Lease:

- 1) DateFebruary 17, 2006
Book/Page358/143
LessorGregory S. Veverka, a single person
Lessee.....Tengasco, Inc.
LegalT8S-R19W, Section 28: E/2 SE/4

Veverka C

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

Subject Lease:

- 1) DateFebruary 17, 2006

Book/Page358/139
LessorGregory S. Veverka, a single person
Lessee.....Tengasco, Inc.
LegalT8S-R19W, Section 28: NE /4

Veverka D

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

Subject Lease:

- 1) DateFebruary 17, 2006
Book/Page358/127
LessorGregory S. Veverka, a single person
Lessee.....Tengasco, Inc.
LegalT8S-R19W, Section 21: SE/4

Watts

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

Subject Lease(s):

- 1) DateMay 19, 1960
Book/Page40/323
LessorHazel Floy Watts and Lee Watts, wife and husband
Lessee.....V. E. Sheffer
LegalT7S-R17W, Section 26: SE/4
- 2) DateSeptember 1, 1960
Book/Page42/95
LessorVickers Petroleum Co., Inc.
Lessee.....V. E. Sheffer
LegalT7S-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) DateJuly 16, 1990
Book/Page248/596
LessorJohn L. Wehrli and Geraldine Wehrli, his wife
Lessee.....Black Diamond Oil, Inc.
LegalT7S-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) DateJuly 16, 1990
Book/Page248/598
LessorWesley E. Jackson and Ruby G. Jackson, his wife
Lessee.....Black Diamond Oil, Inc.
LegalT7S-R17W, Section 19: Tract in NE/4 NW/4
beginning at point 1209.5' West and 500' North of
the SE corner of NE/4 NW/4, thence East 375',
thence North to the CL of the Missouri Pacific RR

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
- 4) Date July 19, 1990
Book/Page 248/622
Lessor Francis C. Cadoret and Betty Cadoret, his wife
Lessee Black Diamond Oil, Inc.
Legal T7S-R17W, Section 19: Tract in NW/4 beginning at that point where East line of NW/4 intersects CL of the Missouri Pacific RR ROW, thence South 360', thence West 100', the North to the CL of the Missouri Pacific RR ROW, thence Easterly along said CL to POB

Zerger A

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

Subject Leases:

- 1) Date September 21, 2009
Book/Page 401/151
Lessor Derek B. Sheffer and Paula S. Sheffer, husband and wife, individually and as Trustees of the Sheffer Family Trust dated October 27, 2005
Lessee Tengasco, Inc.
Legal T8S-R19W, Section 21: NE/4
- 2) Date September 19, 2009
Book/Page 401/154
Lessor James E. Gregg and Anna Gregg, husband and wife
Lessee Tengasco, Inc.
Legal T8S-R19W, Section 21: NE/4
- 3) Date September 23, 2009
Book/Page 401/240
Lessor Karla J. Schoeller and Michael H. Schoeller, wife and husband
Lessee Tengasco, Inc.
Legal T8S-R19W, Section 21: NE/4
- 4) Date September 22, 2009
Book/Page 401/332

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.
LegalT8S-R19W, Section 21: NE/4

Zerger

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

Subject Lease:

- 1) Date.....August 10, 2006
Book/Page.....362/524
Lessor.....Doug Zerger, Trustee of the Jane C. & Waldo J.
Zerger Trust
Lessee.....Tengasco, Inc.
LegalT8S-R19W, Section 21: NW/4

RUSH COUNTY PROPERTIES

Jacobs B

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

Subject Lease:

- 1) DateOctober 26, 1979
Book/Page104/178
LessorFlorence Jacobs, a widow
LesseeGeorge A. Angle, d/b/a Frontier Oil Company
LegalT17S-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) DateFebruary 27, 1962
Book/Page73/399
LessorAlois L. Urban and Dorothy Urban, husband and wife
LesseeGeorge A. Angle, d/b/a Frontier Oil Company
LegalT16S-R17W, Section 10: NW/4
Extensions81/692, 86/334, 88/421, to April 6, 1970
- 2) DateFebruary 27, 1962
Book/Page73/399
LessorAlois L. Urban and Dorothy Urban, husband and wife
LesseeGeorge A. Angle, d/b/a Frontier Oil Company
LegalT16S-R17W, Section 10: W/2 E/2
Extensions81/694, 86/331, 88/389, to August 27, 1969

Zimmerman

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

Subject Lease(s):

- 1) DateMarch 25, 2017
Book/Page170/954
LessorLoran C. Zimmerman and Jolene M. Zimmerman, husband and wife
LesseeCholla Production, LLC
LegalT16S-R20W, Section 3: All

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

Albers

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

Baughter

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

Subject Lease(s):

- 1) Date.....November 1, 1977
Book/Page.....A49/767
Lessor.....W. Calvin Baughter and B. Howard Baughter, co-
trustees under the Law Will and Testament of W.C.
Baughter, deceased
Lessee.....Icer Addis
Legal.....T12S-R21W, Section 23: SW/4

Howard A

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

Subject Lease(s):

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

Offutt

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

Subject Lease(s):

- 1) 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

Ridgway

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) DateOctober 22, 1977
Book/PageA49/656
Lessor.....Raymond Schoenthaler and Madeline Schoenthaler,
 husband and wife
Lessee.....Albert M. Austin
LegalT12S-R21W, Section 34: SW/4¹

¹ Less a tract deeded away in the NW corner containing about 7 acres.