KOLAR Document ID: 1564700

# 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:  | I   |  |  |
|--|---|--|--|
| 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   | SecTwpREV   |  |  |
| feet from E / W Line   | Legal Description of Lease:   |  |  |
| Enhanced Recovery Project Permit No.:                                      |   |  |  |
| Entire Project: Yes No   | County:   |  |  |
| Number of Injection Wells**  | Production Zone(s):   |  |  |
| Field Name:  | Injection Zone(s):  |  |  |
| ** Side Two Must Be Completed.   | injection zone(e).  |  |  |
| 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:  |  |  |
|  | 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:  |  |  |
| Acknowledgment of Transfer: The above request for transfer of injection    | on authorization, surface pit permit # has been                               |  |  |
| noted, approved and duly recorded in the records of the Kansas Corporation | on Commission. This acknowledgment of transfer pertains to Kansas Corporation |  |  |
| Commission records only and does not convey any ownership interest in the  | e 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:  |   |  |  |
| . Noodillionded action.  | portinition by No.:   |  |  |
| Date:  | Date:   |  |  |
| Authorized Signature   | Authorized Signature  |  |  |
| DISTRICT EPR   | PRODUCTION UIC  |  |  |
|  |   |  |  |

KOLAR Document ID: 1564700

#### Side Two

# Must Be Filed For All Wells

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

A separate sheet may be attached if necessary.

<sup>\*</sup> 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: 1564700

# 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:  | the leave below  |
| Phone: ( ) Fax: ( )  |  |
| Email Address:   | -  |
| Surface Owner Information:   |  |
| Name:  |  |
| Address 1:   | sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the  |
| Address 2:   | accepts, and in the real extete preparts toy records of the accepts traceurer  |
| City:  | -  |
| the KCC with a plat showing the predicted locations of lease roads, ta   | hodic Protection Borehole Intent), you must supply the surface owners and ank batteries, pipelines, and electrical lines. The locations shown on the plat I on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.                         |
| ☐ I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be           | e Act (House Bill 2032), I have provided the following to the surface e located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form n being filed is a Form C-1 or Form CB-1, the plat(s) required by this , and email address.                           |
| KCC will be required to send this information to the surface   | I acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this iss of the surface owner by filling out the top section of this form and the KCC, which is enclosed with this form. |
| If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form C | ng fee with this form. If the fee is not received with this form, the KSONA-1 P-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 <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) 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 Buye 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. 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. <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. 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. <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. 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: mrugen@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 "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 10th day of March, 2021, however TO BE EFFECTIVE as of March 1, 2021.

**SELLER** 

Riley Exploration Permian, Inc.

11/16

By: Michael Rugen
Title: Chief inancial 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 Effective Date.                        | the acknowledgment of Assignor, but effective as of the                   |
|--|---|
|  | ASSIGNOR  |
|  | Riley Permian Exploration, Inc.   |
|  | Ву:   |
|  |   |
|  |   |
|  |   |
|  |   |
|  |   |
| ACKNO  | WLEDGMENTS  |
| STATE OF   | )   |
| COUNTY OF  | )<br>) ss<br>)  |
| This instrument was acknowledged before me onof Riley Permian Exploration, Inc | , 2021, by Michael J. Rugen as c., 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) Date......August 17, 1976

Book/Page .....347/274

Lessor......Benjamin 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

Lessee......Chief Drilling Co., Inc.

Legal ......T17S-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) Date......April 22, 1983

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

#### H. Karst

Subject Lands:

T16S-R14W, Section 18: S/2 SE/4

Barton County, Kansas

Subject Lease(s):

1) Date.....July 22, 1980

Book/Page ......401/5

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......The Midwest Exploration Company Legal ......T20S-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) | 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) | DateBook/Page |   |
|----|---------------|---|
|    | _             | Joe C. Kinderknecht and Albertine Kindernecht, husband and wife           |
|    |               | George A. Angle d/b/a Frontier Oil Company<br>T14S-R19W, Section 8: SE/41 |
| 2) | Date          | May 1, 1978   |

| Date      | May 1, 1978                                    |
|-----------|--|
| Book/Page | 287/560  |
| Lessor    | Joe C. Kinderknecht and Albertine Kindernecht, |
|           | husband and wife                               |
| Lessee    | George A. Angle d/b/a Frontier Oil Company     |
| Legal     | T14S-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:

| 1) | 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                         |

## Kraus A

Subject Lands: T14S-R19W, Section 21: E/2 NE/4<sup>2</sup>

Ellis County, Kansas

Subject Lease(s):

1) 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: <u>T14S-R19W, Ellis County, Kansas</u>

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) Date ......January 4, 1959

Book/Page .....176/612

Lessor ...... Esther M. Kraus, a widow
Lessee ...... Frontier Oil Company

Legal ......T14S-R19W, Section 16: E/2 SW/4

2) Date ......April 14, 1959

Book/Page ......178/550

Lessor ..... Esther M. Kraus, a widow
Lessee ..... Frontier Oil Company

Legal ......T14S-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

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

Subject Lands:

T14S-R19W, Section 27: NE/4

Ellis County, Kansas

Subject Lease(s):

1) Date .....September 9, 1959

Book/Page .....182/163

Lessor ......Wilfred J. Kraus and Mildred A. Kraus, husband and

wife

Lessee ......George A. Angle d/b/a Frontier Oil Company Legal

......T14S-R19W, Section 27: NE/4

## <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 ......43/351

wife

Lessee .....Roy H. Hall

Legal ......T15S-R18W, Section 14: N/2 NW/4

## **Schneller**

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

Ellis County, Kansas

Subject Lease(s):

1) Date ......March 19, 1976

Book/Page ......270/20

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:

1) 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

#### Lewis

Subject Lands:

T10S-R21W, Section 9: NE/4

Graham County, Kansas

Subject Lease:

1) Date .....June 20, 1980

Book/Page ......93/519

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:

1) Date ......June 20, 1980

Book/Page .....93/518

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: S/2 SW/4, less the above-

described tract

1) Book/Page ......93/227

|                 | LessorOrville L. Schultz, a single person   |
|-----------------|---|
| 2)              | Book/Page93/339 LessorSteven L. Schultz and Clara E. Schultz, husband and wife  |
| 3)              | Book/Page93/363 LessorStanley 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)              | 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)              | Date  |
|                 | 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  |
| 2)              | Date  |
|                 | <u>Cerrow</u>   |

## Cerrow

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

| Costs |      | Lease: |
|-------|------|--------|
| Subi  | iect | 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 ......26/264

Lessee......A. D. Barnett

Legal ......T10S-R20W, Section 2: SE/4

## **Croffoot**

Subject Lands:

T10S-R20W, Rooks County, Kansas

Section 11: All (640 acres)

Subject Lease:

1) Date.....January 7, 1948

Book/Page ......26/255

Lessor......Clarissa A. Croffoot, a widow

Lessee.....I. O. Miller

Legal .....T10S-R20W, Section 11: All

#### **Dick**

Subject Lands:

T10S-R19W, Section 17: NW/4

Rooks County, Kansas

Subject Lease:

1) Date.....June 2, 1965

Book/Page ......73/191

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

Lessee......Henry S. Inger

|                | LegalT9S-R16W, Section 18: SE/4                           |
|----------------|---|
| 2)             | Date  |
|                | E. Smith  |
| Subject Lands: | T7S-R18W, Section 36: NW/4 SW/4 NW/4 Rooks County, Kansas |
| Subject Lease: |   |
| 1)             | Date  |
|                | <u>Finnesy</u>  |
| Subject Lands: | T8S-R18W, Section 33: N/2<br>Rooks County, Kansas         |
| Subject Lease: |   |
| 1)             | Date  |
| 2)             | Date  |
|                | Garvert A   |
| Subject Lands: | T10S-R17W, Section 18: SW/4 Rooks County, Kansas          |
| Subject Lease: |   |
| 1)             | Date  |

#### 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: <u>T7S-R17W, Rooks County, Kansas</u>

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

#### 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<br>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                               |
|  |     | Legal          | T9S-R18W, Section 17: SE/4  |
|  | 4)  | Date           | =   |
|  |     | Book/Page      | Helen L. Hodgson Sandberg and Lauren Sandberg,                            |
|  |     | L&5501         | husband and wife  |
|  |     | Lessee         | George A. Angle, d/b/a Frontier Oil Company                               |
|  |     |                | T9S-R18W, Section 17: SE/4  |
|  | 5)  | Date           |   |
|  |     | Book/Page      |   |
|  |     | Lessor         | Eugene D. Eberhardt and Hester W. Eberhardt,<br>husband and wife          |
|  |     |                | George A. Angle, d/b/a Frontier Oil Company                               |
|  |     | Legal          | T9S-R18W, Section 17: SE/4  |
|  |     | D-4-           | A :1 5 1070   |
|  | 6)  | Date           | <del></del>   |
|  |     | Book/Page      |   |
|  |     |                | Perry A. Thayer, Jr. and Mary L. Thayer, husband and wife                 |
|  |     |                | George A. Angle, d/b/a Frontier Oil Company                               |
|  |     | Legal          | T9S-R18W, Section 17: SE/4  |
|  | 7)  | Date           | April 5, 1979   |
|  |     | Book/Page      |   |
|  |     |                | Edith O. Richards, a widow; LaVerne K. Wilson and                         |
|  |     |                | Clarence H. Wilson, wife and husband                                      |
|  |     |                | George A. Angle, d/b/a Frontier Oil Company                               |
|  |     | Legal          | T9S-R18W, Section 17: SE/4  |
|  | 8)  | Date           | -   |
|  |     | Book/Page      |   |
|  |     | Lessor         | Chester F. Farrow and Agnes Ann Farrow, husband and wife                  |
|  |     | Lessee         | George A. Angle, d/b/a Frontier Oil Company                               |
|  |     |                | T9S-R18W, Section 17: SE/4  |
|  | 9)  | Date           | April 5, 1979   |
|  |     | Book/Page      | 140/245   |
|  |     | Lessor         | Louise B. Fitch and Kenneth C. Fitch, wife and                            |
|  |     |                | husband   |
|  |     |                | George A. Angle, d/b/a Frontier Oil Company                               |
|  |     | Legal          | T9S-R18W, Section 17: SE/4  |
|  | 10) | Date           |   |
|  |     | Book/Page      |   |
|  |     | Lessor         | Margaret J. Floyd, by Nancy Floyd Law, her                                |
|  |     | Lessee         | Attorney-in-FactGeorge A. Angle, d/b/a Frontier Oil Company               |
|  |     | Legal          | T9S-R18W, Section 17: SE/4  |
|  |     | -              |   |

| 11)            | DateApril 3, 1979                                   |
|----------------|---|
|                | Book/Page140/510                                    |
|                | LessorAlberta Bowles, a widow                       |
|                | LesseeGeorge A. Angle, d/b/a Frontier Oil Company   |
|                | LegalT9S-R18W, Section 17: SE/4                     |
|                | ,   |
| 12)            | DateApril 5, 1979                                   |
| 120)           | Book/Page140/656                                    |
|                | LessorJames Bliss Thayer and Margaret A. Thayer,    |
|                | husband and wife                                    |
|                | LesseeGeorge A. Angle, d/b/a Frontier Oil Company   |
|                | LegalT9S-R18W, Section 17: SE/4                     |
| 13)            | DateMay 24, 1979                                    |
| /              | Book/Page141/5                                      |
|                | LessorFlagship First National Bank of Ormund Beach, |
|                | Florida, formerly Ormund Beach First National       |
|                |   |
|                | Bank, Trustee UTD 12-1-65, Wallace Coates           |
|                | LesseeGeorge A. Angle, d/b/a Frontier Oil Company   |
|                | LegalT9S-R18W, Section 17: SE/4                     |
| 14)            | DateApril 5, 1979                                   |
| 11)            | Book/Page141/431                                    |
|                |   |
|                | Lessor  |
|                | Lessee  |
|                | LegalT9S-R18W, Section 17: SE/4                     |
|                | <u>Hilgers B</u>                                    |
| Subject Lands: | T9S-R18W, Rooks County, Kansas                      |
| Duojeet Lanas. | Section 17: NE/4 (160 acres)                        |
|                | Design 17. 1717 (100 detab)                         |
| Subject Lease: |   |
|                |   |
| 1)             | DateOctober 11, 1979                                |
|                | Book/Page144/416                                    |
|                | LessorM. C. Elizabeth Bartlett et al.               |
|                | LesseeGeorge A. Angle, d/b/a Frontier Oil Company   |
|                | LegalT9S-R18W, Section 17: NE/4                     |
|                | <u>Hindman</u>                                      |
| Colina T - 3-  | TO DISW D. J. Courte V.                             |
| Subject Lands: | T7S-R17W, Rooks County, Kansas                      |
|                | Section 35: N/2 NE/4 (80 acres)                     |
| Subject Lease: |   |
| 1)             | DateNovember 9, 1945                                |
| */             | Book/Page21/260                                     |
|                | Lessor  |
|                | Lessee  |
|                | Hutton A  |
|                | <del></del>   |
| Subject Lands: | T7S-R17W, Rooks County, Kansas                      |
|                | Section 19: S/2 S/2 NW/4 & N/2 N/2 SW/4 (80 acres)  |

Date ......April 5, 1979

11)

Subject Lease:

| 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:

## Jaco

Subject Lands:

T10S-R18W, Section 13: NE/4

Rooks County, Kansas

Subject Lease:

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

Subject Lands:

T7S-R19W, Section 20: NW/4 NW/4 SE/4

Rooks County, Kansas

## Subject Lease(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:

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) | Lessee |  |
|----|--------|--|
| 2) | Lessee | 174/147<br>City of Stockton, Kansas                  |
| 3) | Lessee | 176/2<br>Stockton Housing Authority                  |
| 4) | Lessee | 176/2<br>Stockton Housing Authority                  |
| 5) | Lessee | 169/182<br>H. C. Flint, Jr. and wife, Donna J. Flint |
| 6) | Lessee |  |

# Kriley

Subject Lands:

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

Subject Lease(s):

| 1)             | Date   |
|----------------|--|
|                | KU Endowment A   |
| Subject Lands: | T7S-R17W, Rooks County, Kansas<br>Section 20: SE/4 NW/4 & N/2 SW/4 (120 acres) |
| Subject Lease: |  |
| 1)             | Date   |
|                | KU Endowment   |
| Subject Lands: | T7S-R18W, Rooks County, Kansas<br>Section 25: E/2 NE/4 & SW/4 NE/4 (120 acres) |
| Subject Lease: |  |
| 1)             | Date   |
|                | <u>KU</u>  |
| Subject Lands: | T7S-R18W, Rooks County, Kansas<br>Section 25: W/2 SE/4 (80 acres)              |
| Subject Lease: |  |
| 1)             | Date   |

## 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

wife

Lessee.....Liberty Enterprises, Inc.

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.....Tengasco, Inc.

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.

Legal ......T7S-R17W, Section 18: SW/4 NE/4 & W/2 SE/4

lying North the center line of the Missouri Pacific

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 ......362/521

Lessor.....Elberta J. McElhaney

Lessee.....Tengasco, Inc.

Legal ......T9S-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) 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:

1) 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

Lessee.....George A. Angle, d/b/a Frontier Oil Company

Legal ......T8S-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

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:

I) 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)                | Date   |
|-------------------|--|
| ~ 4.              | <u>Stahl</u>   |
| Subject Lands;    | T9S-R18W, Section 21: NW/4 Rooks County, Kansas  |
| Subject Leases:   |  |
| 1)                | Date   |
| 2)                | Date   |
|                   | Stahl A  |
| Subject Lands:    | T9S-R18W, Section 16: SW/4<br>Rooks County, Kansas   |
| Subject Lease(s): |  |
| 1)                | Date   |
|                   | <u>Stebbins</u>  |
| 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   |

# Thyfault Jr

|                               | I II / I I I I I I I I I I I I I I I I                            |
|-------------------------------|---|
| Subject Lands;                | T9S-R20W, Rooks County, Kansas<br>Section 8: E/2 SW/4 (80 acres)  |
| Subject Lease:                |   |
| 1)                            | Date  |
|                               | <u>Thyfault</u>   |
| Subject Lands:                | T9S-R20W, Rooks County, Kansas<br>Section 8: S/2 NW/4 (80 acres)  |
| Subject Lease:                |   |
| 1)                            | Date  |
|                               | <u>Veverka A</u>  |
| Subject Lands:                | T8S-R19W, Rooks County, Kansas<br>Section 27: W/2 SW/4 (80 acres) |
|                               |   |
| Subject Lease:                |   |
| Subject Lease:                | Date  |
|                               | Book/Page   |
|                               | Book/Page   |
| 1)                            | Book/Page   |
| 1) Subject Lands:             | Book/Page   |
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| Subject Lands: Subject Lease: | Book/Page   |

| 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 ......358/127

Lessor.....Gregory S. Veverka, a single person

Lessee.....Tengasco, Inc.

Legal ......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

Lessee......V. E. Sheffer

Legal ......T7S-R17W, Section 26: SE/4

2) Date.....September 1, 1960

Book/Page ......42/95

Lessor......Vickers Petroleum Co., Inc.

Lessee......V. E. Sheffer

Legal ......T7S-R17W, Section 26: SE/4

## <u>Wehrli</u>

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

Lessor ...... Wesley E. Jackson and Ruby G. Jackson, his wife

Lessee.....Black Diamond Oil, Inc.

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.

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:

| 11.5 | TO 4 | 0 1 1 61      | 2000 |
|------|------|---------------|------|
| -11  | 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

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.                                       |
| Legal  | T8S-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.

Legal ......T8S-R19W, Section 21: NW/4

## **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

Legal ......T16S-R17W, Section 10: NW/4

2) 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: W/2 E/2

Extensions ......81/694, 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) Date......March 25, 2017

Book/Page .....170/954

Lessor.....Loran C. Zimmerman and Jolene M. Zimmerman,

husband and wife

# **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

#### **Foster**

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

wife

Lessee......Gary D. Atkins

Legal ......T15S-R11W, Section 33: E/2 SW/4

Book/Page ......206/144

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):

1) 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

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

## Baugher

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 Baugher and B. Howard Baugher, co-

trustees under the Law Will and Testament of W.C.

Baugher, 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) Date.....October 22, 1977

Book/Page ......A49/656

Lessor......Raymond Schoenthaler and Madeline Schoenthaler,

husband and wife

Lessee.....Albert M. Austin

Legal .....T12S-R21W, Section 34: SW/41

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