

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: \_\_\_\_\_

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

Date: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_  
Authorized Signature

DISTRICT \_\_\_\_\_ EPR \_\_\_\_\_ PRODUCTION \_\_\_\_\_ UIC \_\_\_\_\_



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 **10<sup>th</sup> day of March, 2021**, however **TO BE EFFECTIVE** as of **March 1, 2021**.

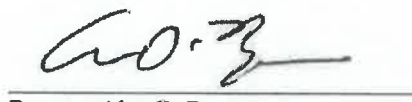
**SELLER**

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.



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  
Lessor .....Henry A. Karst and Elma K. Karst, husband and wife  
Lessee .....Woodman & Iannitti Drilling Co.  
Legal .....T16S-R14W, Section 18: S/2 SE/4

**Rose**

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

Subject Lease(s):

- 1) Date .....May 22, 1928  
Book/Page .....V/470  
Lessor .....Charles Rose, a widower  
Lessee .....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) Date .....February 14, 1973  
Book/Page .....263/533  
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: SE/4<sup>1</sup>
- 2) 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

**Kraus**

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: 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) 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

**Kraus I**

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

**Leiker**

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  
Lessor .....Henry S. Leiker and Regina Leiker, husband and  
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  
Lessor .....Harold V. Lewis, a/k/a H. V. Lewis, and Phyllis A.  
Lewis, husband and wife; Mary Anne McVey and  
James R. McVey, wife and husband  
Lessee .....George A. Angle, d/b/a Frontier Oil Company  
Legal .....T10S-R21W, Section 9: 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  
Lessor .....Harold V. Lewis, a/k/a H. V. Lewis, and Phyllis A.  
Lewis, husband and wife; Mary Anne McVey and  
James R. McVey, wife and husband  
Lessee .....George A. Angle, d/b/a Frontier Oil Company  
Legal .....T10S-R21W, Section 9: NW/4



**PAWNEE COUNTY PROPERTIES**

**Dirks**

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

Subject Lease(s):

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

**Kroeker**

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

Subject Lease(s):

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

**Oetken**

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

Subject Lease(s):

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

**O. Schultz**

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

Subject Lease(s):

**Terms Common to All Leases**

- Date .....January 26, 1990  
Lessee.....Iannitti Oil Company  
Legal .....T20S-R16W, Section 13: S/2 SW/4, less the above-  
described tract
- 1) Book/Page .....93/227

- 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.  
Legal .....T7S-R19W, Section 24: SE/4
- 2) Date.....April 27, 1984  
Book/Page.....198/635  
Lessor.....Arthur Axelson, a widower  
Lessee.....Zenith Drilling Corporation  
Legal .....T7S-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.  
Legal .....T7S-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  
Legal .....T7S-R19W, Section 30: Tract in SE/4 directly south of Highway 24

**Cerrow**

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

Subject Lease:

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

**Coddington**

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

Subject Lease(s):

- 1) Date .....January 6, 1948  
Book/Page .....26/264  
Lessor .....C. E. Coddington, et al.  
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  
Lessor .....Russell Dick and Marceline Dick, husband and wife  
Lessee .....George A. Angle, d/b/a Frontier Oil Company  
Legal .....T10S-R19W, Section 17: NW/4

**Dougherty East**

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

Subject Leases:

- 1) Date .....December 12, 1961  
Book/Page .....51/262  
Lessor .....H. F. Dougherty et al.  
Lessee .....Henry S. Inger



**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



- 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) 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:

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

**Jaco**

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

Subject Lease:

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

**Jana**

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

Subject Lease(s):

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

**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) Date .....February 8, 1982  
Book/Page .....167/529  
Lessor .....Bill W. Kope and wife, Ruth L. Kope  
Lessee.....HMS Oil Company  
Legal .....ll of Blocks 16 and 21 North and a strip along the North side of said Blocks, and the North Half of Block 20 North Sarver's Second Addition to the City of Stockton, Kansas.
- 2) Date .....August 17, 1982  
Book/Page .....174/147  
Lessor .....City of Stockton, Kansas  
Lessee.....Dale E. Dean  
Legal .....N/2 of Block 17 North Sarver's Second Addition to the City of Stockton, Kansas.
- 3) Date .....August 17, 1982  
Book/Page .....176/2  
Lessor .....Stockton Housing Authority  
Lessee.....Dale E. Dean  
Legal .....N/2 of Block 17 North Sarver's Second Addition to the City of Stockton, Kansas.
- 4) Date .....August 17, 1982  
Book/Page .....176/2  
Lessor .....Stockton Housing Authority  
Lessee.....Dale E. Dean  
Legal .....N/2 of Block 17 North Sarver's Second Addition to the City of Stockton, Kansas.
- 5) Date .....March 4, 1982  
Book/Page .....169/182  
Lessor .....H. C. Flint, Jr. and wife, Donna J. Flint  
Lessee.....Anna L. Luhman  
Legal .....Lot 1 in Block 14 North Sarver's Second Addition to the City of Stockton Kansas.
- 6) Date .....April 20, 1982  
Book/Page .....170/170  
Lessor .....H. C. Flint, Jr. and wife, Donna J. Flint  
Lessee.....E.W. Walker and wife, Barbara E. Walker, to Anna L. Luhman  
Legal .....lots 1 and 2 of Block 15 and a strip on the North side of said lots in Block 15 North Sarver's Second Addition to the City of Stockton Kansas.

Kriley

Subject Lands: 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.  
Legal .....T7S-R17W, Section 19: NE/4 NE/4 & W/2 NE/4, less the above-described tract

**Lowry**

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

**Subject Lease:**

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

**M. Rogers**

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

**Subject Leases:**

- 1) Date.....September 21, 2008  
Book/Page.....391/562  
Lessor.....Michael Rogers and Sandra L. Rogers, husband and wife  
Lessee.....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

**McElhanev**

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

**Stahl**

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

Subject Leases:

- 1) Date .....March 29, 1979  
Book/Page .....139/685  
Lessor .....Mary Frances Stahl, a widow  
Lessee.....George A. Angle, d/b/a Frontier Oil Company  
Legal .....T9S-R18W, Section 21: NW/4, except the S/2 SE/4  
NW/4
- 2) Date .....May 1, 1979  
Book/Page .....141/154  
Lessor .....Continental Oil Company  
Lessee.....George A. Angle, d/b/a Frontier Oil Company  
Legal .....T9S-R18W, Section 21: N/2 NW/4; SW/4 NW/4;  
N/2 SE/4 NW/4 insofar and only insofar as said lands  
cover depth down to but not below a depth of 3,692  
feet measured vertically from the surface of the earth

**Stahl A**

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

Subject Lease(s):

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

**Stebbins**

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

Subject Lease:

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

**Thyfault Jr**

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

Subject Lease:

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

**Thyfault**

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

Subject Lease:

- 1) Date ..... July 6, 1983  
Book/Page ..... 187/430  
Lessor ..... Irene P. Thyfault  
Lessee ..... Kelvin (Kelly) D. Angle  
Legal ..... T9S-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) Date ..... February 17, 2006  
Book/Page ..... 358/135  
Lessor ..... Gregory S. Veverka, a single person  
Lessee ..... Tengasco, Inc.  
Legal ..... T8S-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) Date ..... February 17, 2006  
Book/Page ..... 358/143  
Lessor ..... Gregory S. Veverka, a single person  
Lessee ..... Tengasco, Inc.  
Legal ..... T8S-R19W, Section 28: E/2 SE/4

**Veverka C**

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

Subject Lease:

- 1) Date ..... February 17, 2006

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  
Lessor .....Hazel Floy Watts and Lee Watts, wife and husband  
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

**Wehrli**

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

Subject Leases:

- 1) Date .....July 16, 1990  
Book/Page .....248/596  
Lessor .....John L. Wehrli and Geraldine Wehrli, his wife  
Lessee.....Black Diamond Oil, Inc.  
Legal .....T7S-R17W, Section 19: Tract in NE/4 NW/4  
beginning at SE corner of NE/4 NW/4, thence West  
779.5', thence North 530', thence West 55', thence  
North to CL of Missouri Pacific RR ROW, thence  
Northeasterly along said CL to point 100' due West  
of the East line of NE/4 NW/4, thence South 647',  
thence East 100', thence South to POB
- 2) Date .....July 16, 1990  
Book/Page .....248/598  
Lessor .....Wesley E. Jackson and Ruby G. Jackson, his wife  
Lessee.....Black Diamond Oil, Inc.  
Legal .....T7S-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.  
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  
Lessee .....George A. Angle, d/b/a Frontier Oil Company  
Legal .....T16S-R17W, Section 10: NW/4  
Extensions .....81/692, 86/334, 88/421, to April 6, 1970
- 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  
Lessee .....Cholla Production, LLC  
Legal .....T16S-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

**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/4<sup>1</sup>

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