

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

_____ is acknowledged as the new operator of the above named lease containing the surface pit

Permit No.: _____. Recommended action: _____

permitted by No.: _____.

Date: _____

Date: _____

Authorized Signature

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

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: _____



April 1, 2021

Gene & Patricia Westhusing
620 North Elm Street
Stockton, KS 67669

Dear Mr. & Mrs. Westhusing,

This letter is to inform you that Tengasco is no longer the operator of the Jana #1 well in SE/4 of Sec 20 Township 7S Range 19W. As of March 1, 2021, Rampike Resources purchased our Working Interest in the above mentioned well and is using Black Oak Exploration as their contract operator. If you have any questions, you can find their contact information below:

Rampike Resources, Ltd.
730 17th Street, Suite 999
Denver, CO 80202
Contact: Neil D. Sharp
Phone: 312-933-3401
Email: nsharp@rampikeresources.com

Black Oak Exploration, LLC
1474 South St. Paul Street
Denver, CO 80210
Contact: Chris Colvin
Phone: 303-968-4999
Email: chris@blackoakexploration.com

Sincerely,

Melissa Kruse
Geologist

This instrument was filed for record in my office at 9:00 o'clock A M. on this 8 day of April 2021 and is duly recorded in Book 517 of records at page 472.

April Beaman DB
Register of Deeds

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 Rampike Resources, Ltd., 730 17th Street, Suite 999, Denver, CO 80202 ("**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 Assignor'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 Assignor's interest in the Producing Property, and all associated fixtures, personal property and equipment, located on the Producing Property, 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 Assignor'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 Assignor's interests in the Producing Property;

(d) All of Assignor's right, title, and interest in and to Assignor'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 Assignor'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.

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

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

related to the Subject Assets; and (v) the calculation of, and liability with respect to, any taxes, royalties, rentals, and other payment obligations of Assignee arising after the Effective Time relating to the Subject Assets.

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

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

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

ASSIGNOR

Riley Permian Exploration, Inc. (f/k/a Tengasco, Inc.)

By: Michael J. Rugen
Michael J. Rugen, Chief Financial Officer

ACKNOWLEDGMENTS

STATE OF Kansas)
) ss
COUNTY OF Sedgewick)

This instrument was acknowledged before me on April 2, 2021, by Michael J. Rugen as CFO of Riley Permian Exploration, Inc., for and on behalf of said corporation.

Sarah Molesky
Notary Public

My Commission Expires: 9/14/2022



EXHIBIT A

ROOKS COUNTY PROPERTIES

Jana

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

Subject Lease(s):

- 1) DateApril 25, 2019, but effective May 1, 2019
- Book/Page500/587
- LessorPatricia A. Westhusing, Operating Manager of J & O
Farms, LLC
- Lessee.....Rampike Resources, Ltd.
- LegalT7S-R19W, Section 20: S/2, less NE/4 NE/4 ^{SE4}~~NW/4~~;
and Section 29: N/2 NW/4 & NE/4, less SW/4 SW/4
NE/4

230900230 3119MAR
730 11TH ST
SUITE 200
DENVER CO 80202

MEMORANDUM OF UNDERSTANDING

This agreement is made and effective on the 1st day of April 2021 between *Black Oak Exploration, LLC* (“BOE”), whose address is 1474 South St. Paul Street, Denver, CO 80210 and *Rampike Resources, Ltd* (“RPK”), whose address is 730 17th Street, Suite 999, Denver, CO 80202, (*Black Oak Exploration, LLC* and *Rampike Resources, Ltd* collectively referred to as the “Parties”).

Recitals

Whereas, RPK is the lease holder, part interest owner, and holds an executed agreement to acquire the remaining majority interest in the *Jana Project* located in Rooks County, KS, as described in the *Exhibit “A”* attached hereto, and is engaged in the business of developing the prospective acreage within the project as well as planning and developing a 3D Seismic Program on and within the *Jana Project* for the purpose of developing a drilling program to test the Paleozoic Formations within the project;

NOW THEREFORE, for and in consideration of the recitals and covenants herein set forth, the Parties agree as follows:

Agreement

In consideration of the mutual covenants contained in this agreement, it is agreed as follows:

1. Recitals: The foregoing recitals are incorporated into this Agreement by reference, as if fully set forth herein at length, and shall be considered terms of the Agreement.
2. Effective Date: This Agreement is considered effective as of the date set forth above.
3. Transactions: Whereas, BOE has agreed to be a contract operator for the property described in the *Exhibit “A”*, attached hereto, for a period of thirty (30) days from the effective date of this agreement. RPK will compensate BOE for this contract operatorship with a payment of \$1,000.00 for the thirty (30) day period. Additionally, within this period BOE will have the right to evaluate the project and have an option to participate in the development of the project at a maximum share of 40.0% Working Interest (WI) at an agreed to buy-in amount. BOE will provide RPK an election to participate in writing within fifteen (15) days of the effective date of this agreement. If BOE elects not to participate or if a buy-in amount is not agreed to, BOE will transfer operatorship to RPK by May 1, 2021. All transfers costs and any other associated cost will be the responsibility of RPK. RPK retains the right and option to determine the operator in the *Jana Project* and BOE recognizes that right and reservation.
- 4: Term: For a period of thirty (30) days from the effective date of this agreement. Unless extended by the Parties.

This agreement may not be amended or modified except by a written agreement between the signing Parties.

This agreement is the complete and exclusive statement of the entire understanding of the Parties regarding the subject matter hereof and supersedes all previous agreements or understandings regarding that subject matter, whether written or oral.

If the forgoing is in accordance with each Parties understanding, kindly confirm by signing this document and it will thereupon constitute a binding agreement between the Parties.

ACCEPTED AND AGREED AND EFFECTIVE on the 1st day of April 2021

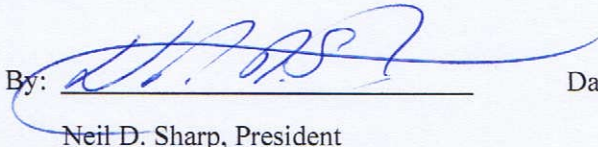
BLACK OAK EXPLORATION, LLC



By: _____ Date: 4/2/2021

Christopher R. Colvin, Land Manager

RAMPIKE RESOURCES, LTD

By:  _____ Date: 04/02/2021

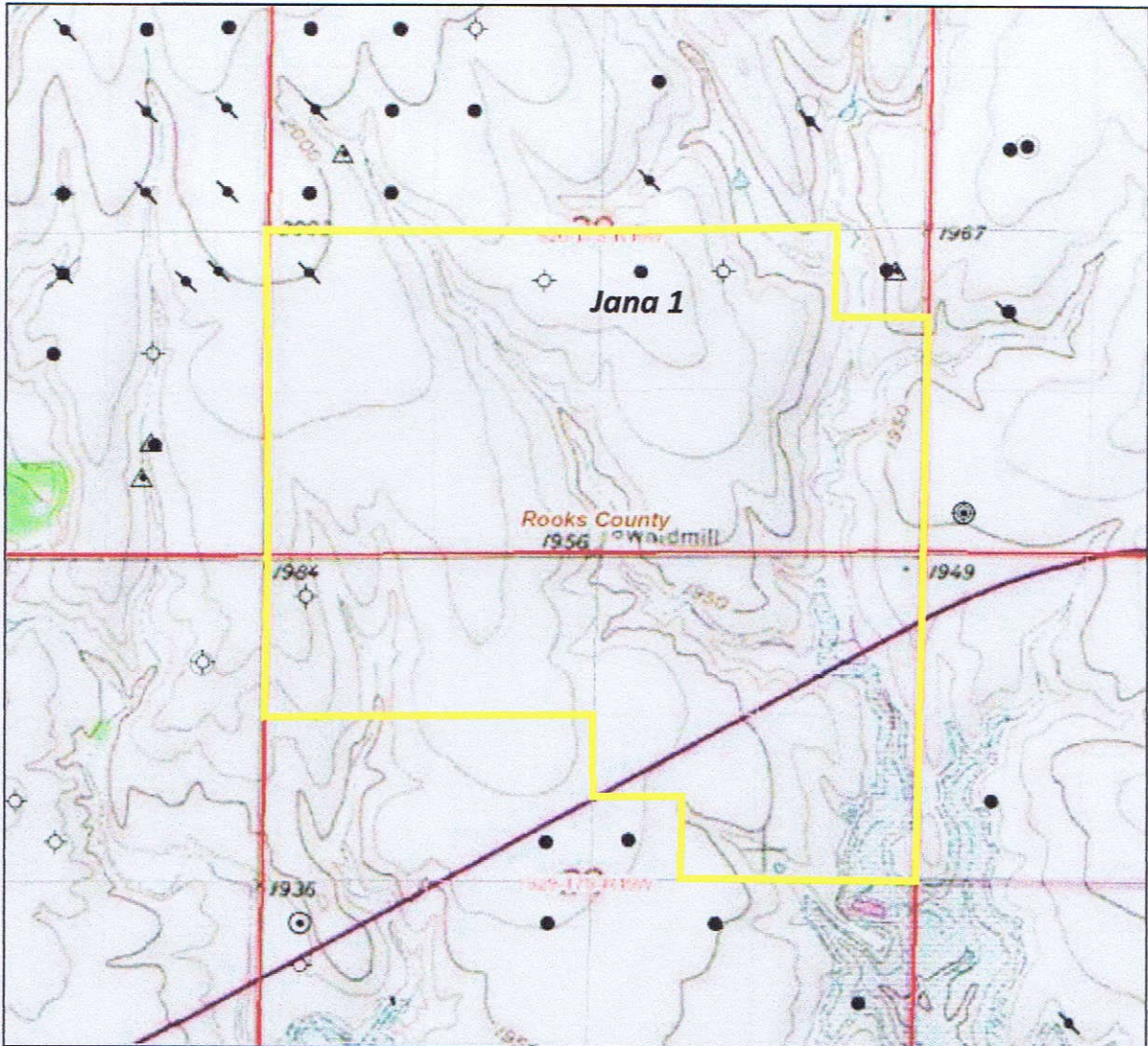
Neil D. Sharp, President

Exhibit "A" to follow

Exhibit "A" attached to and made a part of that Memorandum of Understanding, dated April 1, 2021 by and between BLACK OAK EXPLORATION, LLC and RAMPIKE RESOURCES, LTD.

Rampike Resources, Ltd - Jana Project

Rooks County, Kansas



= Rampike HBP Acreage (540.0 NMA)

