KOLAR Document ID: 1723057

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: | innited with this form. | | |
|---|---|--|--|
| Oil Lease: No. of Oil Wells** | Effective Date of Transfer: | | |
| Gas Lease: No. of Gas Wells** | KS Dept of Revenue Lease No.: | | |
| Gas Gathering System: | Lease Name: | | |
| Saltwater Disposal Well - Permit No.: | | | |
| Spot Location:feet from N / S Line | 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. | | | |
| Surface Pit Permit No.: | feet from N / S Line of Section | | |
| (API No. if Drill Pit, WO or Haul) | feet from E / W Line of Section | | |
| Type of Pit: Emergency Burn Settling | Haul-Off Workover Drilling | | |
| Type of the Emergency Danie General | | | |
| 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: | | |
| Nov. On antaria Faraili | | | |
| New Operator's Email: | | | |
| Title: | _ Signature: | | |
| Acknowledgment of Transfer: The above request for transfer of injecti | ion authorization, surface pit permit # has been | | |
| | on Commission. This acknowledgment of transfer pertains to Kansas Corporation | | |
| Commission records only and does not convey any ownership interest in the | | | |
| | | | |
| is acknowledged as | s 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: | | | |
| . recommended detain. | | | |
| Date: | | | |
| Authorized Signature | Authorized Signature | | |
| DISTRICT EPR | _ PRODUCTION UIC | | |
| | | | |

KOLAR Document ID: 1723057

Side Two

Must Be Filed For All Wells

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

A separate sheet may be attached if necessary.

^{*} When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

KOLAR Document ID: 1723057

Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1
July 2021
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: | CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application) |
|--|--|
| OPERATOR: License # | Well Location: |
| Name: | |
| Address 1: | County: |
| Address 2: | |
| City: State: Zip:+ | If filing a Form T-1 for multiple wells on a lease, enter the legal description of |
| Contact Person: | the lease 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: | county, and in the real estate property tax records of the county treasurer. |
| City: | |
| the KCC with a plat showing the predicted locations of lease road | (Cathodic Protection Borehole Intent), you must supply the surface owners and ds, tank batteries, pipelines, and electrical lines. The locations shown on the plat tered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted. |
| provided the following to the surface owner(s) of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I a | Notice Act (see Chapter 55 of the Kansas Statutes Annotated), I have land upon which the subject well is or will be located: 1) a copy of the am filing in connection with this form; 2) if the form being filed is a Form 3) my operator name, address, phone number, fax, and email address. |
| the KCC will be required to send this information to the | er(s). I acknowledge that, because I have not provided this information, surface owner(s). To mitigate the additional cost of the KCC performing nd address of the surface owner by filling out the top section of this form able to the KCC, which is enclosed with this form. |
| If choosing the second option, submit payment of the \$30.00 has form and the associated Form C-1, Form CB-1, Form T-1, or For | andling fee with this form. If the fee is not received with this form, the KSONA-1 rm CP-1 will be returned. |
| I hereby certify that the statements made herein are true and co | rrect to the best of my knowledge and belief. |
| Date: Signature of Operator or Agent: | Title: |

Assignment, Bill of Sale and Conveyance

STATE OF KANSAS §

COUNTY OF MEADE §

KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), effective as of 7:00 a.m. (local time) on June 1, 2023 (the "Effective Time"), is made from **ELM III, LLC**, 1249 East 33rd, Edmond, OK 73013, an Oklahoma Limited Liability Corporation ("Assignor"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby sell, assign, transfer and convey to **CHAUTAUQUA OIL AND GAS LLC**, whose mailing address is 4125 S 68 E. Ave #A, Tulsa, OK 74145 ("Assignee"), all of Assignor's right title and interest in and to the Oil and Gas Leases, wells and equipment, rights of way described in Exhibit A attached hereto, covering the following described lands located in Meade County, Kansas:

ARTICLE I Granting and Habendum

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, transfer, convey, set over, assign and deliver unto Assignee, its successors and assigns, effective for all purposes as of the Effective Time and subject to the matters set forth herein, the Assets. The term "Assets" shall mean all of Assignor's right, title and interest in and to the following:

- A. The oil, gas and/or mineral leases and fee mineral interests specifically described in Exhibit A (the "Leases"), including without limitation all leasehold estates and interests, all royalty, overriding royalty, production payment, reversionary, net profit, contractual working interests and other similar rights and estates therein, the lands described in Exhibit A (the "Lands") and the oil, gas and other hydrocarbons (the "Hydrocarbons") attributable to the Leases or Lands, including all rights in any pooled, unitized or communitized acreage by virtue of the Lands or Leases being a part thereof and all Hydrocarbons produced from the pool or unit allocated to any such Lands or Leases;
- B. The wells specifically described in <u>Exhibit A</u> (the "<u>Wells</u>"), together with all other oil and gas wells and all water, injection and disposal wells on the Lands or on lands pooled, communitized or unitized therewith, whether producing, shutin or temporarily abandoned, and all personal property, equipment, fixtures, improvements, permits, water discharge permits, gathering lines, rights-of-way and easements located on the Lands or used in connection with the production, gathering, treatment, processing, storing, transportation, sale or disposal of Hydrocarbons or water produced from the properties and interests described in Section A above;
- C. The unitization agreements, operating agreements and unit operating agreements and all other such agreements relating to the properties and interests described in Sections A and B above and to the production of Hydrocarbons, if

- E. All original files, records and data, including without limitation lease and well files, abstracts, title reports, memoranda and opinions, and environmental records and reports relating to the items described above maintained by Assignor, but excluding (i) Assignor's company files, financial records, and tax related records to the extent not relevant to the Assets, and (ii) records and data to the extent transfer thereof is prohibited by unaffiliated third party contractual restrictions on transfer (the "Records"); and
- F. All rights, titles, claims and interests of Assignor or any affiliate of Assignor under any policy or agreement of insurance, any bond or any insurance or condemnation proceeds or awards related to the properties and interests described in Sections A and B above:

TO HAVE AND TO HOLD the Assets, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Assignee, its successors and assigns, forever, subject to the matters set forth herein.

ARTICLE II Acceptance and Assumption

Assignee hereby accepts the assignment of the Assets and hereby assumes, and agrees to defend, indemnify and hold harmless Assignor from and against, any and all Claims (as defined below) attributable to or resulting from the ownership or operation of the Assets, whether arising before or after the Effective Time. For purposes hereof, "Claims" means any and all demands, losses, liabilities, damages, obligations, expenses, fines, penalties, costs, claims, causes of action and judgments for: (a) breaches of contract; (b) loss or damage to property, injury to or death of persons (including illness and disease), and other tortious injury; (c) violations of applicable laws, rules, regulations, orders or any other legal right or duty actionable at law or equity; and (d) attorneys' fees, court costs, and other costs resulting from the investigation or defense of any Claim described in the preceding clauses (a) through (c).

ARTICLE III Special Warranty of Title and Disclaimers

Section 3.01 Disclaimer. NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY IN ANY OTHER PROVISION OF THIS ASSIGNMENT, IT IS THE EXPLICIT INTENT OF EACH PARTY HERETO THAT ASSIGNOR IS NOT MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS. IMPLIED, STATUTORY OR OTHERWISE, BEYOND THOSE REPRESENTATIONS OR WARRANTIES EXPRESSLY GIVEN IN THIS ASSIGNMENT, AND IT IS UNDERSTOOD THAT, WITHOUT LIMITING SUCH **EXPRESS** REPRESENTATIONS AND WARRANTIES, ASSIGNEE TAKES THE ASSETS AS IS AND WHERE IS AND WITH ALL FAULTS. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR HEREBY (I) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO THE CONDITION OF THE ASSETS (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, OR THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS IN OR ON, OR DISPOSED OF OR DISCHARGED FROM, THE ASSETS); AND (II) NEGATES ANY RIGHTS OF ASSIGNEE UNDER STATUTES TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF ASSIGNOR AND ASSIGNEE THAT THE ASSETS ARE TO BE ACCEPTED BY ASSIGNEE IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

Assignment shall not be construed more strictly against one party than another on the grounds of authorship.

Section 4.02 <u>No Third Party Beneficiaries</u>. Nothing in this Assignment shall provide any benefit to any third party or entitle any thirty party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties hereto that this Assignment shall otherwise not be construed as a third party beneficiary contract.

Section 4.03 <u>Assignment</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 4.04 <u>Governing Law</u>. This Assignment, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Oklahoma, without giving effect to principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

Section 4.05 <u>Counterpart Execution</u>. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each party that executes the same whether or not all of such parties execute the same counterpart. If counterparts of this Assignment are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original.

Section 4.06 <u>Recording</u>. To facilitate the recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the exhibits that describes Assets located in that county. In addition to filing this Assignment, the parties hereto shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein.

IN WITNESS WHEREOF, this Assignment is executed by the parties on the date of their respective acknowledgments below, but shall be effective for all purposes as of the Effective Time.

ASSIGNOR

ELM III, LLC

Edward L. Markwell, III, President

ASSIGNEE

CHAUTAUQUA OIL AND GAS LLC

Malik Husain

ACKNOWLEDGEMENT

| STATE OF OKLAHOMA |) |
|---|--|
| COUNTY OF OKLAHOMA |) |
| The foregoing instrument was for ELM III, LLC. | acknowledged before me this day of Edward L. Markwell, III in his capacity as President |
| My Commission Expires: | Notary Public # 1620 714 Notary Public # 1620 714 Notary Public # 1620 714 |
| STATE OF OKLAHOMA COUNTY OF TULSA |))) |
| August , 2023, by | acknowledged before me this 22 day of Malik Husain, as Manager n behalf of said Limited Liability Company and in the |
| WITNESS my hand and official sea | al. |
| My Commission Expires: Oct 24, 2026 | Notary Public # 22014344 |
| XAVIER KELLEY Notary Public - State of Oklahoma Commission Number 22014344 My Commission Expires Oct 24, 2026 | |

Exhibit A

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated effective June 1, 2023, by and between **ELMIII**, as Assignor, to **Chautauqua Oil and Gas LLC**, as Assignee, covering lands located in Meade County, Kansas.

NEUMAN WHEATLEY FARMS OWWO

SECTION 19-T33S-R30W, MEADE COUNTY, KANSAS API# 15-119-20291-0001

LESSOR: Neuman-Wheatley Farms, Inc.

LESSEE: George R. Jones DATE: February 3, 1977 RECORDED: Book 33, Page 1

DESCRIPTION: NE/4 of Section 19-T33S-R30W, Meade County, Kansas.

LESSOR: Neuman-Wheatley Farms, Inc.

LESSEE: George R. Jones DATE: February 3, 1977 RECORDED: Book 33, Page 4

DESCRIPTION: NW/4 of Section 19-T33S-R30W, Meade County, Kansas.

END OF EXHIBIT "A"

Assignment, Bill of Sale and Conveyance

STATE OF KANSAS §
COUNTY OF MEADE §

KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), effective as of 7:00 a.m. (local time) on January 6, 2024 (the "Effective Time"), is made from CHAUTAUQUA OIL AND GAS LLC, whose mailing address is 4125 S 68 E. Ave #A, Tulsa, OK 74145 ("Assignor"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby sell, assign, transfer and convey to RFORTUNA LLC, whose mailing address is 3401 Putter Place, Columbus, IN 47203-2711 ("Assignee"), all of Assignor's right title and interest in and to the Oil and Gas Leases, wells and equipment, rights of way described in Exhibit A attached hereto, covering the following described lands located in Meade County, Kansas:

ARTICLE I Granting and Habendum

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, transfer, convey, set over, assign and deliver unto Assignee, its successors and assigns, effective for all purposes as of the Effective Time and subject to the matters set forth herein, the Assets. The term "Assets" shall mean all of Assignor's right, title and interest in and to the following:

- A. The oil, gas and/or mineral leases and fee mineral interests specifically described in Exhibit A (the "Leases"), including without limitation all leasehold estates and interests, all royalty, overriding royalty, production payment, reversionary, net profit, contractual working interests and other similar rights and estates therein, the lands described in Exhibit A (the "Lands") and the oil, gas and other hydrocarbons (the "Hydrocarbons") attributable to the Leases or Lands, including all rights in any pooled, unitized or communitized acreage by virtue of the Lands or Leases being a part thereof and all Hydrocarbons produced from the pool or unit allocated to any such Lands or Leases;
- B. The wells specifically described in Exhibit A (the "Wells"), together with all other oil and gas wells and all water, injection and disposal wells on the Lands or on lands pooled, communitized or unitized therewith, whether producing, shutin or temporarily abandoned, and all personal property, equipment, fixtures, improvements, permits, water discharge permits, gathering lines, rights-of-way and easements located on the Lands or used in connection with the production, gathering, treatment, processing, storing, transportation, sale or disposal of Hydrocarbons or water produced from the properties and interests described in Section A above;
- C. The unitization agreements, operating agreements and unit operating agreements and all other such agreements relating to the properties and interests described in Sections A and B above and to the production of Hydrocarbons, if any, specifically attributable to said properties and interests, (the "Contracts") but excluding any contracts, agreements or instruments to the extent transfer would result in a violation of applicable law or is subject to a Required Consent that is not waived by Assignee or obtained or otherwise satisfied by Assignor;
- D. All existing and effective sales, purchase, exchange, gathering, compressor rental and service agreements and other contracts, agreements and instruments which specifically relate, and only insofar as they relate, to the properties and interests listed in Sections A and B above;

- E. All original files, records and data, including without limitation lease and well files, abstracts, title reports, memoranda and opinions, and environmental records and reports relating to the items described above maintained by Assignor, but excluding (i) Assignor's company files, financial records, and tax related records to the extent not relevant to the Assets, and (ii) records and data to the extent transfer thereof is prohibited by unaffiliated third party contractual restrictions on transfer (the "Records"); and
- F. All rights, titles, claims and interests of Assignor or any affiliate of Assignor under any policy or agreement of insurance, any bond or any insurance or condemnation proceeds or awards related to the properties and interests described in Sections A and B above;

TO HAVE AND TO HOLD the Assets, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Assignee, its successors and assigns, forever, subject to the matters set forth herein.

ARTICLE II Acceptance and Assumption

Assignee hereby accepts the assignment of the Assets and hereby assumes, and agrees to defend, indemnify and hold harmless Assignor from and against, any and all Claims (as defined below) attributable to or resulting from the ownership or operation of the Assets, whether arising before or after the Effective Time. For purposes hereof, "Claims" means any and all demands, losses, liabilities, damages, obligations, expenses, fines, penalties, costs, claims, causes of action and judgments for: (a) breaches of contract; (b) loss or damage to property, injury to or death of persons (including illness and disease), and other tortious injury: (c) violations of applicable laws, rules, regulations, orders or any other legal right or duty actionable at law or equity; and (d) attorneys' fees, court costs, and other costs resulting from the investigation or defense of any Claim described in the preceding clauses (a) through (c).

ARTICLE III Special Warranty of Title and Disclaimers

Section 3.01 <u>Disclaimer</u>, NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY IN ANY OTHER PROVISION OF THIS ASSIGNMENT. IT IS THE EXPLICIT INTENT OF EACH PARTY HERETO THAT ASSIGNOR IS NOT MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS. IMPLIED, STATUTORY OR OTHERWISE, BEYOND THOSE REPRESENTATIONS OR WARRANTIES EXPRESSLY GIVEN IN THIS ASSIGNMENT, AND IT IS LIMITING **SUCH** UNDERSTOOD THAT, WITHOUT **EXPRESS** REPRESENTATIONS AND WARRANTIES, ASSIGNEE TAKES THE ASSETS AS IS AND WHERE IS AND WITH ALL FAULTS. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR HEREBY (I) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO THE CONDITION OF THE ASSETS (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, OR THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS IN OR ON, OR DISPOSED OF OR DISCHARGED FROM, THE ASSETS); AND (II) NEGATES ANY RIGHTS OF ASSIGNEE UNDER STATUTES TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF ASSIGNOR AND ASSIGNEE THAT THE ASSETS ARE TO BE ACCEPTED BY ASSIGNEE IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

ARTICLE IV Miscellaneous

Section 4.01 <u>Construction</u>. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment. Assignor and Assignee acknowledge that they have participated jointly in the negotiation and drafting of this Assignment and as such they agree that if an ambiguity or question of intent or interpretation arises hereunder, this

Assignment shall not be construed more strictly against one party than another on the grounds of authorship.

Section 4.02 <u>No Third Party Beneficiaries</u>. Nothing in this Assignment shall provide any benefit to any third party or entitle any thirty party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties hereto that this Assignment shall otherwise not be construed as a third party beneficiary contract.

Section 4.03 <u>Assignment</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 4.04 <u>Governing Law.</u> This Assignment, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Oklahoma, without giving effect to principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

Section 4.05 <u>Counterpart Execution</u>. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each party that executes the same whether or not all of such parties execute the same counterpart. If counterparts of this Assignment are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original.

Section 4.06 <u>Recording</u>. To facilitate the recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the exhibits that describes Assets located in that county. In addition to filing this Assignment, the parties hereto shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein.

IN WITNESS WHEREOF, this Assignment is executed by the parties on the date of their respective acknowledgments below, but shall be effective for all purposes as of the Effective Time.

ASSIGNOR

CHAUTAUQUA OIL AND GAS LLC

Malik Husain

ASSIGNEE

RFORTUNA LLC

Rohan Siddhanthi

ACKNOWLEDGEMENT

| STATE OF OKLAHOMA |
|--|
| COUNTY OF TULSA) |
| The foregoing instrument was acknowledged before me this day of, 2024, by Malik Husain, as of Chautauqua Oil and Gas LLC, on behalf of said Limited Liability Company and in the capacity therein stated. |
| WITNESS my hand and official seal. |
| My Commission Expires: Notary Public # 1910 MARK MARK MINIMARK MI |
| STATE OF INDIANA) |
| COUNTY OF Barthologue) |
| The foregoing instrument was acknowledged before me this day of 2024, by Rohan Siddhanthi, as of RFORTUNA LLC, on behalf of said Company and in the capacity therein stated. |
| WITNESS my hand and official seal. |
| My Commission Expires: Notary Public # NP07436 77 |

Exhibit A

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated effective January 6, 2024, by and between **Chautauqua Oil and Gas LLC**, as Assignor, to **RFORTUNA LLC**, as Assignee, covering lands located in Meade County, Kansas.

NEUMAN WHEATLEY FARMS OWWO

SECTION 19-T33S-R30W, MEADE COUNTY, KANSAS API# 15-119-20291-0001

LESSOR:

Neuman-Wheatley Farms, Inc.

LESSEE: DATE: George R. Jones February 3, 1977 Book 33, Page 1

RECORDED: DESCRIPTION:

NE/4 of Section 19-T33S-R30W, Meade County, Kansas.

LESSOR:

Neuman-Wheatley Farms, Inc.

LESSEE:

George R. Jones

DATE: RECORDED: February 3, 1977 Book 33, Page 4

DESCRIPTION:

NW/4 of Section 19-T33S-R30W, Meade County, Kansas.

END OF EXHIBIT "A"