

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: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Date: _____

Title: _____

Signature: _____

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

_____ is acknowledged as the new operator and may continue to inject fluids as authorized by

Permit No.: _____ . Recommended action: _____

Date: _____

Authorized Signature

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

permitted by No.: _____ .

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

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: 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 (see Chapter 55 of the Kansas Statutes Annotated), 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: _____

Return to:
Chautauqua Oil and Gas LLC
4125 S. 68 E. Ave #A
Tulsa, OK 74145



STATE OF KANSAS } FEE \$95.⁰⁰/28.⁰⁰
SEWARD COUNTY }
This instrument was filed for record
August 30, 2023
at 10:15 o'clock A. M. and recorded
in Vol. 746 at page 512
KAREN J. WARDEN, Register of Deeds
Karen J. Warden

Assignment, Bill of Sale and Conveyance

STATE OF KANSAS §
 §
 §
COUNTY OF SEWARD §

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 Seward 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, shut-in 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 No Third Party Beneficiaries. Nothing in this Assignment shall provide any benefit to any third party or entitle any third 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 Assignment. 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 Governing Law. 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 Counterpart Execution. 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 Recording. 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

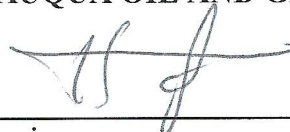
ELM III, LLC



Edward L. Markwell, III, President

ASSIGNEE

CHAUTAUQUA OIL AND GAS LLC




Malik Husain

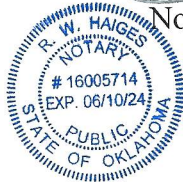
ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 25th day of August, 2023 by Edward L. Markwell, III in his capacity as President of ELM III, LLC.

My Commission Expires: 6-10-24


Notary Public # 16005714



STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 22 day of August, 2023, by Malik Husain, as Manager 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: Oct 24, 2026


Notary Public # 22014344

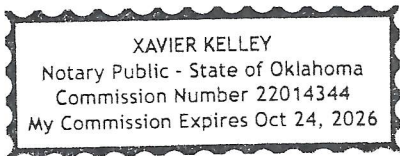


Exhibit A

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 Seward County, Kansas.

FEIERTAG 1-26 SECTION 26-T31S-R32W, SEWARD COUNTY, KANSAS
API# 15-175-20985

LESSOR: Winnie Hill
LESSEE: Skelly Oil Company
DATE: December 6, 1950
RECORDED: Book 106, Page 448
DESCRIPTION: NW/4 Gas rights from the base of Council Grove to 5900', extending to all except Feiertag 1-26 Wellbore, Section 26-T31S-R32W, Seward County, Kansas.

LESSOR: Eva Mae Angell, et vir
LESSEE: Skelly Oil Company
DATE: August 21, 1950
RECORDED: Book 102, Page 547
DESCRIPTION: SW/4 Gas rights from the base of Council Grove to 5900', extending to all except Feiertag 1-26 Wellbore, Section 26-T31S-R32W, Seward County, Kansas.

LESSOR: Sarah Ellen Collingwood Trust
LESSEE: Skelly Oil Company
DATE: August 22, 1950
RECORDED: Book 102, Page 467
DESCRIPTION: NE/4 Gas rights from the base of Council Grove to 5900', extending to all except Feiertag 1-26 Wellbore, Section 26-T31S-R32W, Seward County, Kansas.

LESSOR: H. F. Sutton, et ux
LESSEE: Ohio Oil Company
DATE: March 30, 1948
RECORDED: Book 85, Page 86
DESCRIPTION: SE/4 Gas rights from the base of Council Grove to 5900', extending to all except Feiertag 1-26 Wellbore, Section 26-T31S-R32W, Seward County, Kansas.

LESSOR: Sarah Ellen Collingwood Feiertag Trust
LESSEE: Ensign Operating Co.
DATE: February 1, 1990
RECORDED: Book 421, Page 43
DESCRIPTION: covering Right of Way in the NE/4, not to exceed 50' in width of Section 26-T31S-R32W, Seward County, Kansas.

LESSOR: Sarah Ellen Collingwood Feiertag Trust
LESSEE: Ensign Operating Co.
DATE: March 1, 1993
RECORDED:
DESCRIPTION: covering a 150' square along the East boundary of Section 26, North of half section line and North of tap point and master meter contain
516 acres +/- of Section 26 T31S R32W Seward County, Kansas

LEMERT 1-34 SECTION 34-T32S-R33W, SEWARD COUNTY, KANSAS
API# 15-175-20679-0001

LESSOR: Betty Jo Sheafor, Annette L. Lemert and J. Rex Lemert, each
 individually and also doing business as B. H. Lemert & Sons
LESSEE: Oil Producers, Inc. of Kansas
DATE: July 15, 2003
RECORDED: Book 556, Page 741
DESCRIPTION: ALL of Section 34-T32S-R33W, Seward County, Kansas.

BOLES 3-11 SECTION 11-T32S-R34W, SEWARD COUNTY, KANSAS
API# 15-175-20768-0001

McVEY 1A-12 SECTION 12-T33S-R33W, SEWARD COUNTY, KANSAS
API# 15-175-21851

LESSOR: Larry A. Roehr and Roma Ann Roehr, husband and wife
LESSEE: Michael J. Bennett
DATE: May 8, 1990
RECORDED: Book 412, Page 534
DESCRIPTION: covering INSOFAR as said lease covers the S/2 SE/4 of Section 1-
 T33S-R32W, Seward County, Kansas.

LESSOR: Linden I. McVey and Lottie McVey, husband and wife
LESSEE: Michael J. Bennett
DATE: May 8, 1990
RECORDED: Book 414, Page 233
DESCRIPTION: covering INSOFAR as said lease covers the S/2 SW/4 of Section 1-
 T33S-R32W, Seward County, Kansas.

LESSOR: John H. McVey and Florence M. McVey, Trustees of the John H.
 McVey and Florence M. McVey Trust dtd 3/31/1990
LESSEE: Michael J. Bennett
DATE: May 8, 1990
RECORDED: Book 412, Page 555
DESCRIPTION: covering INSOFAR as said lease covers the S/2 SE/4 of Section 2-
 T33S-R32W, Seward County, Kansas.

LESSOR: John H. McVey and Florence M. McVey, Trustees of the John H.
 McVey and Florence M. McVey Trust dtd 3/31/1990
LESSEE: Michael J. Bennett
DATE: May 8, 1990
RECORDED: Book 412, Page 561
DESCRIPTION: NE/4 of Section 11-T33S-R32W, Seward County, Kansas.

LESSOR: Larry A. Roehr and Roma Ann Roehr, husband and wife
LESSEE: Michael J. Bennett
DATE: May 8, 1990
RECORDED: Book 412, Page 548
DESCRIPTION: NW/4 of Section 12-T33S-R32W, Seward County, Kansas.

LESSOR: Robert D. McVey and Janice McVey, husband and wife

LESSOR: Larry A. Roehr and Roma Ann Roehr, husband and wife
LESSEE: Michael J. Bennett
DATE: May 8, 1990
RECORDED: Book 412, Page 541
DESCRIPTION: NE/4 of Section 12-T33S-R32W, Seward County, Kansas.

LESSOR: Robert D. McVey and Janice M. McVey, husband and wife
LESSEE: Michael J. Bennett
DATE: May 8, 1990
RECORDED: Book 412, Page 573
DESCRIPTION: NE/4 of Section 12-T33S-R32W, Seward County, Kansas.

****LIMITATIONS AND/OR RESERVATIONS:** This assignment is LIMITED to all rights of Assignor in and to the Chase Group of Formations lying in and under the Acreage Description, only.

**SALLY BEATY 1-19 SECTION 19-T33S-R32W, SEWARD COUNTY,
KANSAS
API# 15-175-01003-0001**

LESSOR: Shirley J. Colburn and Harley G. Colburn, her husband
LESSEE: Strong's Inc.
DATE: July 18, 1973
RECORDED: Book 274, Page 608
DESCRIPTION: E/2 NW/4 and E/2 of Section 19; and NW/4 and W/2 SW/4 of Section 20-T33S-R32W, Seward County, Kansas.

****LIMITATIONS AND/OR RESERVATIONS:** This assignment is LIMITED to all rights of Assignor in and to the Chase Group of Formations lying in and under the Acreage Description, only.

**COLBURN 1-20 SECTION 20-T33S-R32W, SEWARD COUNTY,
KANSAS
API # 15-175-20217-0001**

LESSOR: Shirley J. Colburn and Harley G. Colburn, her husband
LESSEE: Strong's Inc.
DATE: July 18, 1973
RECORDED: Book 274, Page 608
DESCRIPTION: E/2 NW/4 and E/2 of Section 19; and NW/4 and W/2 SW/4 of Section 20-T33S-R32W, Seward County, Kansas.

**DOWDY 2-3 SECTION 3-35S-33E, SEWARD COUNTY,
KANSAS WBO
API# 15-175-21333-00-00**

****LIMITATIONS AND/OR RESERVATIONS:** This assignment is LIMITED to all rights of Assignor in and to the Chase Group of Formations lying in and under the Acreage Description, only.

Assignment, Bill of Sale and Conveyance

STATE OF KANSAS §
 §
COUNTY OF SEWARD §

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 **ELM III LLC**, whose mailing address is 1249 East 33rd, Edmond, OK 73013 ("**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 Seward 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, shut-in 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 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.

ARTICLE IV

Miscellaneous

Section 4.01 Construction. 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 No Third Party Beneficiaries. Nothing in this Assignment shall provide any benefit to any third party or entitle any third 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 Assignment. 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 Governing Law. 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.

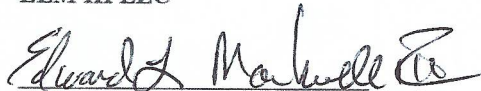
Section 4.05 Counterpart Execution. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each party that executes the same whether or not all of such parties execute the same counterpart. If counterparts of this Assignment are executed, the 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 Recording. 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.

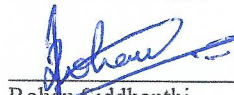
ASSIGNOR

ELM III LLC


Edward L. Markwell, III

ASSIGNEE

RFORTUNA LLC


Rohan Siddhanthi

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 9 day of February, 2024, by Edward L. Markwell, III, as President of ELM III LLC, on behalf of said Limited Liability Company and in the capacity therein stated.

WITNESS my hand and official seal.

My Commission Expires:
July 30, 2027


Notary Public #



STATE OF INDIANA)
)
COUNTY OF BARTHOLOMEW)

The foregoing instrument was acknowledged before me this 4 day of February, 2024, by Rohan Siddhanthi, as CEO of RFORTUNA LLC, on behalf of said company and in the capacity therein stated.

WITNESS my hand and official seal.

My Commission Expires:
09/14/2030

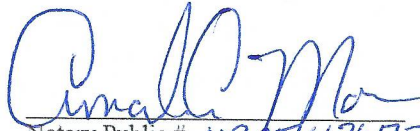
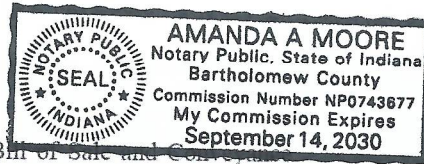

Notary Public # NP0743677

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 ELM III LLC, as Assignor, to RFORTUNA LLC, as Assignee, covering lands located in Seward County, Kansas.

LEMERT 1-34 SECTION 34-T32S-R33W, SEWARD COUNTY, KANSAS
API# 15-175-20679-0001

LESSOR: Betty Jo Sheafor, Amette L. Lemert and J. Rex Lemert, each individually and also doing business as B. H. Lemert & Sons
LESSEE: Oil Producers, Inc. of Kansas
DATE: July 15, 2003
RECORDED: Book 556, Page 741
DESCRIPTION: ALL of Section 34-T32S-R33W, Seward County, Kansas.

END OF EXHIBIT "A"