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 1 **

☐ 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: STEVENS

***** Side Two Must Be Completed.***

Effective Date of Transfer: 01/01/2025

KS Dept of Revenue Lease No.: 277071

Lease Name: TREKELL

__-__-__-__ Sec. 6 Twp. 23 R. 31 ☐ E ☑ W

Legal Description of Lease:

NW/4, SE/4 6-23S-31W

County: Finney

Production Zone(s): HUGOTON GAS

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. 3882

Contact Person: JEFF VILLALOBOS

Past Operator's Name & Address: Samuel Gary Jr. & Associates, Inc.

Phone: (303)831-4673

1515 WYNKOOP, STE 700 DENVER,CO 80202-2062

Date: 01/29/2025

Title: Authorized KOLAR Agent

Signature: Stephanie Decker

New Operator's License No. 36168

Contact Person: TREVOR ALEXANDER

New Operator's Name & Address: Bonanza Carbon Capture, LLC

Phone: (620)255-8855

1701 N KANSAS AVE LIBERAL,KS 67901-2076

Oil / Gas Purchaser: CHS

New Operator's Email: TREVOR.ALEXANDER@CONESTOGAENERGY.COM

Date: 02/03/2025

Title: Authorized KOLAR Agent

Signature: Sharla Arrington

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 02/13/2025 PRODUCTION ____ UIC ____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: 277071

* Lease Name: TREKELL * Location: 06-23S-31W

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)
TREKELL 6-1	15-055-21888-00-00	1320 FSL	*Circle:* FSL/FNL	1320 FEL	*Circle:* FEL/FWL	HI	PR
			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		
			FSL/FNL		FEL/FWL		
			FSL/FNL		FEL/FWL		
			FSL/FNL		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.

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 # 3882
Name: Samuel Gary Jr. & Associates, Inc.
Address 1: 1515 WYNKOOP, STE 700
Address 2:
City: DENVER State: CO Zip: 80202 + 2062
Contact Person: JEFF VILLALOBOS
Phone: (303) 831-4673 Fax: ( )
Email Address: JEFF@SAMGARYJR.COM

Well Location:
__ - __ - __ - __ Sec. 6 Twp. 23 S. R. 31 ☐ East ☒ West
County: Finney
Lease Name: TREKELL Well #: See T1 Side Two

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

NW/4, SE/4 6-23S-31W

Surface Owner Information:
Name: TREKELL RANCH, LLC
Address 1: PO BOX 10038
Address 2:
City: CASA GRANDE State: AZ Zip: 85230 + 0038

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: 01/29/2025 Signature of Operator or Agent: Stephanie Decker Title: Authorized KOLAR Agent

<u>ASSIGNMENT, CONVEYANCE AND BILL OF SALE</u>

STATE OF KANSAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FINNEY	§	

This Assignment, Conveyance and Bill of Sale (this "***Assignment***") is effective as of September 1, 2024, at 12:01 a.m. local time at the location of the Assets as defined below (the "***Effective Time***"), from High Plains Energy Partners, LLC, a Colorado limited liability company, whose address is 1515 Wynkoop St., STE 700, Denver, CO 80202 ("***Assignor***"), to Conestoga Energy Holdings LLC, a Kansas limited liability company, whose address is 1701 N. Kansas Ave. Liberal, Kansas 67901 ("***Assignee***"). Assignor and Assignee are sometimes referred to herein individually as a "***Party***" and collectively as the "***Parties***".

1. <u>Conveyance</u>. Assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the terms set forth herein and upon the terms and subject to the conditions of the Purchase Agreement, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee and its successors and assigns, and Assignee does hereby accept and acquire from Assignor, all of Assignor's right, title and interest in, to, and under the following, without duplication, except, in each case, to the extent constituting Excluded Assets (collectively, the "***Assets***"):

(a) All of the oil and gas leases, subleases and other leaseholds; fee mineral interests; net profits interests; carried interests; farmout rights; royalty interests; overriding royalty interests; production payments; reversionary interests; options; and other properties and interests described on **<u>Exhibit A</u>**, subject to any reservations, depth restrictions or other limitations with respect thereto and described on **<u>Exhibit A</u>** (subject to such reservations, the "***Leases***"), together with each and every kind and character of right, title, claim and interest that Assignor has in and to the lands covered by the Leases or lands pooled therewith, as limited by the reservations, restrictions and limitations set forth on **<u>Exhibit A</u>** (the "***Lands***");

(b) All oil, gas, water, disposal, injection, CO2, monitoring, and other wells listed in **<u>Exhibit A-1</u>**, whether producing, shut-in, abandoned or temporarily abandoned (collectively, the "***Wells***");

(c) All interest of Assignor derived from the Leases in or to those pools or units (including forced pooling arrangements) wherein the Leases are pooled, unitized or communitized, including those shown on **<u>Exhibit A-1</u>** (the "***Units***"; the Units, together with the Leases, Lands and Wells are referred to in this Agreement as the "***Properties***"), and including all interest of Assignor derived from the Leases in production of Hydrocarbons from any such Unit, whether such Unit production of Hydrocarbons comes from Wells located on or off of a Lease, and all tenements, hereditaments and appurtenances belonging to the Leases and Units;

(d) All flow lines, pipelines, gathering systems and appurtenances thereto located on the Properties or used, or held for use, in connection with the operation of the Properties (the "***Pipelines***");

(e) All Hydrocarbons produced from or attributable to the Leases, Lands and Wells from and after the Effective Time;

(f) All contracts, agreements and instruments by which the Properties are bound, or that relate to or are otherwise applicable to the Properties, INSOFAR AND ONLY INSOFAR as such contracts are applicable to the Properties, including operating agreements, oil and gas marketing agreements, unitization, pooling and communitization agreements, declarations and orders, joint venture agreements, farmin and farmout agreements, exploration agreements, participation agreements, exchange agreements, transportation or gathering agreements, agreements for the sale and purchase of oil, gas, casinghead gas, agreements for the disposal of produced water to the extent applicable to the Assets, water sourcing agreements to the extent applicable to the Assets, or processing agreements to the extent applicable to the Properties or the Hydrocarbons produced from the Properties or carbon dioxide volumes transported to or from the Properties, including those identified on **Schedule 1(g)**, but excluding, master services agreements and the instruments constituting the Leases or Easements (subject to such exclusions, the "***Contracts***");

(g) All easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights or surface agreements appurtenant to, and used or held for use in connection with the Properties, including those identified on **Schedule 1(h)**, but excluding any permits and other rights to the extent transfer is restricted by Third Party agreement or applicable Law (collectively, the "***Easements***");

(h) All equipment, machinery, fixtures and other tangible personal property and improvements owned by Assignor that are located on the Properties and primarily used or held for use in connection with the operation of the Properties, including those identified on **Schedule 1(i)** (collectively, the "***Equipment***");

(i) The office listed on **Exhibit A-2**;

(j) All lease files; land files; well files; gas and oil sales contract files; gas processing files; division order files; abstracts; title opinions; land surveys; logs; maps; engineering data and reports; interpretive data, Geologic Data, technical evaluations and technical outputs; and other books, records, data, files, and accounting records, in each case to the extent related to the Assets, or used or held for use in connection with the maintenance or operation thereof, but excluding (i) any books, records, data, files, logs, maps, evaluations, outputs and accounting records to the extent disclosure or transfer would result in a violation of applicable Law or is restricted by any Transfer Requirement, (ii) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Assignor, all employee-related or employee benefit-related files or records; (iii) computer or communications software or intellectual property (including tapes, codes, data and program documentation and all tangible manifestations and technical information relating thereto), (iv) attorney-client privileged communications and work product of Assignor's or any of its Affiliates' legal counsel (other than title opinions and environmental audit or assessment reports), reserve studies and evaluations, (vi) emails, and (vii) records relating to the negotiation and consummation of the sale of the Assets (subject to such exclusions, the "***Records***"); *provided, however*, that Assignor may retain the originals of such Records as Assignor has reasonably determined may be required for use in connection with the Excluded Assets (or ownership or operation thereof) or any litigation, tax, accounting and auditing purposes, in which case Assignor shall be required to deliver copies of such originals to Assignee.

TO HAVE AND TO HOLD all and singular the Assets, together with all rights, titles, interests, estates, remedies, powers and privileges thereto appertaining unto Assignee and its successors, legal representatives, and assigns forever, subject to the following:

2. Excluded Assets. Notwithstanding anything in this Assignment to the contrary, the Assets do not include, and there is excepted, reserved and excluded from the purchase and sale contemplated in this Assignment, the following (collectively, the "***Excluded Assets***"):

(a) all corporate, partnership, limited liability company, financial, Income Tax and legal records of Assignor that relate to Assignor's business generally, and all books, records and files that relate to the other Excluded Assets and those records retained by Assignor pursuant to Section 1(j) above and copies of any other Records retained by Assignor pursuant to Section 1.5 of the Purchase Agreement;

(b) all reserve estimates, economic estimates, and, to the extent excluded from Section 1(j) above, all logs, interpretive data, technical evaluations and technical outputs;

(c) all rights to any refund of Taxes or other costs or expenses borne by Assignor or Assignor's predecessors in interest and title attributable to periods prior to the Effective Time;

(d) Assignor's area-wide bonds, permits and licenses or other permits, licenses or authorizations used in the conduct of Assignor's business generally;

(e) except to the extent related to the Assumed Obligations, all trade credits, account receivables, note receivables, take-or-pay amounts receivable, other receivables attributable to the Assets with respect to any period of time prior to the Effective Time and other monetary amounts payable to Assignor;

(f) all work product of Assignor's attorneys and records relating to the negotiation and consummation of the transactions contemplated hereby;

(g) except to the extent related to the Assumed Obligations, all claims and causes of action (including any claims for insurance proceeds) accruing in favor of Assignor and arising from acts, omissions or events or damage to or destruction of property with respect to all periods prior to the Effective Time;

(h) all right, title and interest of Assignor in and to vehicles used in connection with the Assets;

(i) any agreements excluded from the definition of "***Contracts***" in Section 1(f) above;

(j) all rights, titles, claims and interests of Assignor or any Affiliate of Assignor (i) to or under any policy or agreement of insurance or any insurance proceeds, and (ii) to or under any bond or bond proceeds;

(k) any patent, patent application, logo, service mark, copyright, trade name, trademark or other intellectual property of or associated with Assignor or any Affiliate of Assignor or any business of Assignor or of any Affiliate of Assignor;

(l) all personal computers and associated peripherals and all radio and telephone equipment, in each case, solely to the extent such computers, peripherals and equipment are not located in the State of Kansas on the Closing Date;

(m) all proprietary and other computer software;

(n) all guaranties, letters of credit, bonds, cash deposits, and other sureties, indemnities and credit assurances provided to any Governmental Body, contract counterparty or other Person by Assignor or its Affiliates;

(o) any unclaimed property for which the dormancy period has elapsed;

(p) all documents and instruments of Assignor that are subject to attorney-client privilege (other than title opinions and environmental audit or assessment reports);

(q) the name "High Plains", "Samuel Gary" and all derivatives thereof; and

(r) any properties listed in **Schedule 2**.

3. No Multiple Conveyances. Assignor and Assignee acknowledge and agree that this Assignment (including any and all recorded counterparts thereof) is intended to convey to Assignee all right, title and interest of Assignor in and to all of the "Assets" as defined and described in the Purchase Agreement (defined below). Assignor and Assignee acknowledge and agree that this Assignment are not intended to effect multiple conveyances of the same properties or interests in such properties covered hereby or thereby or multiple assumptions by Assignee of the same Assumed Liabilities as described in the Purchase Agreement .

4. Purchase Agreement; No Merger; Third Parties. This Assignment is delivered pursuant to that certain Purchase and Sale Agreement dated effective June 1, 2024, by and between Assignor and Assignee (the "***Purchase Agreement***"), the terms, conditions, provisions, agreements, representations, warranties and covenants of which (as applicable) are hereby incorporated in this Assignment by this reference, and nothing in this Assignment shall operate to limit, release, or impair any of Assignor's or Assignee's respective rights, obligations, remedies, or indemnities in the Purchase Agreement . The Purchase Agreement contains certain representations, warranties and agreements between the Parties, which shall survive the delivery of this Assignment in accordance with the terms of the Purchase Agreement. Capitalized terms used in this Assignment shall have the meanings prescribed in this Assignment where such capitalized terms are defined; *provided, however*, that capitalized terms used in this Assignment and not otherwise defined shall have the meanings given to such terms in the Purchase Agreement. Each defined term shall be equally applicable both to the singular and the plural forms of the term so defined. To the extent the terms and provisions of this Assignment are in conflict, or inconsistent, with the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

5. Successors and Assigns. This Assignment shall extend to, be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

6. Assumption. Subject to the indemnities and limitations set forth in the Purchaser Agreement, from and after the date hereof, Assignee assumes and hereby agrees to fulfill, perform, pay, assume, and discharge (or cause to be fulfilled, performed, paid and discharged) the Assumed Obligations. This Assignment is made subject to the terms and conditions of all Contracts and the rights of the parties thereto and, subject to the indemnities and limitations set forth in the Purchase Agreement, Assignee hereby expressly agrees to be bound by all of the terms and conditions of each such Contract (including any and all amendments thereto).

7. Special Warranty of Title. Assignor hereby agrees to warrant and defend, for a period of six (6) months after the Closing, Defensible Title to the Assets, unto Assignee, its successors and assigns,

against every Person whomsoever claiming or to claim the same or any part thereof, by, through and under Assignor, but not otherwise, subject to the Permitted Encumbrances.

8. Disclaimer.

(a) **EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT OR IN THIS ASSIGNMENT (I) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ASSIGNOR OR ANY OF ITS AFFILIATES). IN PARTICULAR, EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE 5 OF THE PURCHASE AGREEMENT, CONFIRMED IN THE CERTIFICATE OF ASSIGNOR DELIVERED TO ASSIGNEE PURSUANT TO SECTION 9.2(C) OF THE PURCHASE AGREEMENT, OR IN THIS ASSIGNMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS, FUTURE REVENUES GENERATED BY THE ASSETS OR FUTURE COSTS ASSOCIATED WITH THE ASSETS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEE IS DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE, OR (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT. EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN SECTION 5.18 OF THE PURCHASE AGREEMENT, ASSIGNOR HAS NOT MADE ANY REPRESENTATION OR**

WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, ENVIRONMENTAL LIABILITIES, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS ASSIGNMENT OR OTHERWISE WILL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND ASSIGNOR IS DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

(b) Assignor and Assignee agree that, to the extent required by applicable Law to be effective, the disclaimers of certain representations and warranties contained in this Section 8 are "conspicuous" disclaimers for the purpose of any applicable Law.

9. Governing Law; Jurisdiction; Service of Process; Jury Waiver. **THIS ASSIGNMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS OTHERWISE APPLICABLE TO SUCH DETERMINATIONS. JURISDICTION AND VENUE WITH RESPECT TO ANY DISPUTES ARISING HEREUNDER ARE PROPER ONLY IN DALLAS COUNTY, TEXAS, AND THE PARTIES IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT BROUGHT IN SUCH COURTS OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLER, BUYER OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF; *PROVIDED, HOWEVER,* THAT ANY MATTERS RELATED TO THE PROPERTIES SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE SUCH PROPERTIES ARE LOCATED. EACH PARTY HERETO VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.**

10. Incorporation of Exhibits and Schedules. The Exhibits and Schedules to this Assignment are hereby incorporated by reference and constitute a part of this Assignment.

11. Further Assurances. The Parties agree (a) to furnish upon request to each other such further information, (b) to execute, acknowledge and deliver to each other such other documents and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Assignment and the Purchase Agreement .

12. Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment shall remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

13. Covenants Running with the Land. The terms and provisions of this Assignment are covenants running with the Lands, Leases, and other interests covered by this Assignment (and with each subsequent transfer or assignment of all or any part thereof) and extend to, bind and inure to the benefit of the Parties and their heirs, successors and assigns.

14. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed valid and binding with respect to the signatories thereto, and all of which, when taken together, shall constitute one and the same conveyance.

[Signature and Acknowledgment Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Assignment on the dates set forth in their respective acknowledgments hereto, but this Assignment shall be effective for all purposes as of the Effective Time.

ASSIGNOR:

HIGH PLAINS ENERGY PARTNERS, LLC
By: Samuel Gary Jr. & Associates, Inc.
Its: Manager

By: ______________________________
Name: Samuel Gary Jr.
Title: President

ACKNOWLEDGMENTS

THE STATE OF COLORADO	§
	§
COUNTY OF DENVER	§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Samuel Gary Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as President of Samuel Gary Jr. & Associates, Inc., as Manager of High Plains Energy Partner, LLC, a Colorado limited liability company, on the day and year therein mentioned and as the act and deed of said company, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of September, 2024.

09-10-2026
My Commission Expires

Jodie M. Bodvake
Notary Public, State of Colorado

JODIE MARIE BODVAKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144035434
MY COMMISSION EXPIRES SEPTEMBER 10, 2026

[*Signature Page to Assignment, Conveyance and Bill of Sale*]

IN WITNESS WHEREOF, the Parties have executed this Assignment on the dates set forth in their respective acknowledgments hereto, but this Assignment shall be effective for all purposes as of the Effective Time.

ASSIGNEE:

CONESTOGA ENERGY HOLDINGS LLC

By: Tom Willis

Name: Tom Willis
Title: Chief Executive Officer

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF COLLINS §

This instrument was acknowledged before me this 20th day of September, 2024, by Tom Willis, known to me to be the Chief Executive Officer of Conestoga Energy Holdings LLC, a Kansas limited liability company, who affirmed that the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such limited liability company.

Dana L. Ross

Notary Public in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
DANA L ROSS
Notary ID #10303469
My Commission Expires
March 2, 2025

Exhibit A-1
Wells and Units

STEWART (MORROW) UNIT

Lease Name	Well No.	API Number	County	Sec	Twp	Rge	Dir	Well Type
BULGER	7-1	15-055-20690-0001	Finney	7	23	30	W	EOR
BULGER	7-10	15-055-21281-0001	Finney	7	23	30	W	EOR
BULGER	7-2	15-055-20701-0004	Finney	7	23	30	W	EOR
BULGER	7-8	15-055-21269-0001	Finney	7	23	30	W	EOR
BULGER	7-11	15-055-21650-0002	Finney	7	23	30	W	OIL
BULGER	7-12	15-055-21804-0000	Finney	7	23	30	W	OIL
BULGER	7-17	15-055-21828-0001	Finney	7	23	30	W	OIL
BULGER	7-16	15-055-21787-0000	Finney	7	23	30	W	OIL
BULGER	7-4	15-055-20726-0000	Finney	7	23	30	W	OIL
BULGER	7-3	15-055-20712-0000	Finney	7	23	30	W	SWD
BULGER	7-13	15-055-21657-0001	Finney	7	23	30	W	EOR
BULGER	7-5	15-055-20731-0001	Finney	7	23	30	W	EOR
CARR	2-1 WIW	15-055-20663-0003	Finney	2	23	31	W	EOR

Lease Name	Well No.	API Number	County	Sec	Twp	Rge	Dir	Well Type
NELSON	2-2	15-055-20664-0002	Finney	2	23	31	W	EOR
NELSON	2-3	15-055-20689-0003	Finney	2	23	31	W	EOR
NELSON	2-1	15-055-20658-0000	Finney	2	23	31	W	OIL
NELSON	2-4	15-055-20787-0001	Finney	2	23	31	W	OIL
SHERMAN	3-1	15-055-20702-0001	Finney	3	23	31	W	EOR
SHERMAN	3-5	15-055-20815-0001	Finney	3	23	31	W	EOR
SHERMAN	3-8	15-055-21025-0002	Finney	3	23	31	W	EOR
SHERMAN	3-2	15-055-20724-0000	Finney	3	23	31	W	OIL
SHERMAN	3-6	15-055-20931-0001	Finney	3	23	31	W	OIL
SHERMAN	3-9	15-055-21041-0001	Finney	3	23	31	W	WSW
HARRINGTON-SCOTT	2	15-055-21752-0002	Finney	4	23	31	W	EOR
SCOTT	4-11	15-055-22190-0000	Finney	4	23	31	W	EOR
SCOTT	4-2	15-055-20813-0001	Finney	4	23	31	W	EOR
SCOTT	4-5	15-055-20848-0001	Finney	4	23	31	W	EOR
SCOTT	4-7	15-055-21020-0000	Finney	4	23	31	W	EOR
SCOTT	4-8	15-055-21046-0001	Finney	4	23	31	W	EOR

Lease Name	Well No.	API Number	County	Sec	Twp	Rge	Dir	Well Type
SCOTT	4-1	15-055-20795-0000	Finney	4	23	31	W	OIL
SCOTT	4-10	15-055-21669-0000	Finney	4	23	31	W	OIL
SCOTT	4-4	15-055-20845-0000	Finney	4	23	31	W	OIL
SCOTT	4-6	15-055-20880-0001	Finney	4	23	31	W	SWD
PAULS	9-1	15-055-20794-0000	Finney	9	23	31	W	OIL
PAULS	9-2	15-055-20818-0000	Finney	9	23	31	W	OIL
PAULS ALLEY	1	15-055-21729-0002	Finney	9	23	31	W	EOR
PAULS	9-5	15-055-21558-0002	Finney	9	23	31	W	EOR
PAULS	9-7	15-055-21674-0001	Finney	9	23	31	W	EOR
MEYER	10-1	15-055-20751-0002	Finney	10	23	31	W	EOR
MEYER	10-2	15-055-20769-0001	Finney	10	23	31	W	EOR
MEYER	10-3	15-055-20788-0002	Finney	10	23	31	W	EOR
MEYER	10-5A	15-055-21044-0002	Finney	10	23	31	W	EOR
MEYER	10-8	15-055-21649-0002	Finney	10	23	31	W	EOR
MEYER	10-6	15-055-21634-0002	Finney	10	23	31	W	OIL
MEYER	10-7	15-055-21646-0000	Finney	10	23	31	W	OIL

Lease Name	Well No.	API Number	County	Sec	Twp	Rge	Dir	Well Type
MEYER	10-4	15-055-20819-0002	Finney	10	23	31	W	WSW
SHERMAN	3	15-055-20628-0001	Finney	11	23	31	W	EOR
SHERMAN	1	15-055-20608-0000	Finney	11	23	31	W	OIL
SHERMAN	2	15-055-20621-0000	Finney	11	23	31	W	OIL
SHERMAN	4	15-055-20636-0000	Finney	11	23	31	W	OIL
SHERMAN	8	15-055-21647-0001	Finney	11	23	31	W	OIL
HAAG ESTATE	2	15-055-20007-0001	Finney	12	23	31	W	EOR
HAAG ESTATE	4	15-055-20872-0001	Finney	12	23	31	W	EOR
HAAG ESTATE	7	15-055-21809-0000	Finney	12	23	31	W	EOR
HAAG ESTATE	5	15-055-20909-0000	Finney	12	23	31	W	OIL
MACKEY	10	15-055-21805-0001	Finney	12	23	31	W	EOR
MACKEY	6	15-055-20908-0001	Finney	12	23	31	W	EOR
MACKEY	9	15-055-21683-0002	Finney	12	23	31	W	EOR
MACKEY	11-12	15-055-22242-0000	Finney	12	23	31	W	OIL
MACKEY	7	15-055-21645-0003	Finney	12	23	31	W	OIL
MACKEY	8	15-055-21656-0000	Finney	12	23	31	W	OIL

HUGOTON GAS WELLS

Lease Name	Well No.	API Number	County	Sec	Twp	Rge	Dir	Well Type
ALLEY TRUST	1	15-055-21677-0001	Finney	9	23	31	W	GAS
BECKER	5-1	15-055-20851-0001	Finney	5	23	31	W	GAS
HARRINGTON-SCOTT	1	15-055-21727-0001	Finney	4	23	31	W	GAS
LILLY	1	15-055-21695-0000	Finney	34	22	31	W	GAS
MERRILL	1	15-055-21304-0000	Finney	8	23	31	W	GAS
MERRILL	2-8	15-055-21504-0000	Finney	8	23	31	W	GAS
PAULS	9-3	15-055-20832-0000	Finney	9	23	31	W	GAS
RAMSEY	18-2	15-055-20790-0001	Finney	18	23	30	W	GAS
SCOTT	4-3	15-055-20829-0000	Finney	4	23	31	W	GAS
SHERMAN	5	15-055-20637-0002	Finney	11	23	31	W	GAS
SHERMAN MEYER	1-10	15-055-21758-0000	Finney	10	23	31	W	GAS
SHERMAN TRUST	1	15-055-21747-0000	Finney	3	23	31	W	GAS
TREKELL	6-1	15-055-21888-0000	Finney	6	23	31	W	GAS
JONES TRUST	10-1	15-055-21915-0000	Finney	10	23	31	W	GAS

PAULS LEASE

Lease Name	Well No.	API Number	County	Sec	Twp	Rge	Dir	Well Type
PAULS	1-9	15-055-21693-0000	Finney	9	23	31	W	OIL

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

STATE OF KANSAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FINNEY	§	

This Assignment, Conveyance and Bill of Sale (this "***Assignment***") is effective as of September 1, 2024, at 12:01 a.m. local time at the location of the Assets as defined below (the "***Effective Time***"), from Conestoga Energy Holdings, LLC, a Kansas limited liability company, whose address is 1701 North Kansas St., Liberal, KS 67907 ("***Assignor***"), to Bonanza Carbon Capture LLC, a Kansas limited liability company, whose address is 1701 N. Kansas Ave. Liberal, Kansas 67901 ("***Assignee***"). Assignor and Assignee are sometimes referred to herein individually as a "***Party***" and collectively as the "***Parties***".

1. Conveyance. Assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the terms set forth herein and upon the terms and subject to the conditions of the Purchase Agreement, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee and its successors and assigns, and Assignee does hereby accept and acquire from Assignor, all of Assignor's right, title and interest in, to, and under the following, without duplication, except, in each case, to the extent constituting Excluded Assets (collectively, the "***Assets***"):

(a) All of the oil and gas leases, subleases and other leaseholds; fee mineral interests; net profits interests; carried interests; farmout rights; royalty interests; overriding royalty interests; production payments; reversionary interests; options; and other properties and interests described on **Exhibit A**, subject to any reservations, depth restrictions or other limitations with respect thereto and described on **Exhibit A** (subject to such reservations, the "***Leases***"), together with each and every kind and character of right, title, claim and interest that Assignor has in and to the lands covered by the Leases or lands pooled therewith, as limited by the reservations, restrictions and limitations set forth on **Exhibit A** (the "***Lands***");

(b) All oil, gas, water, disposal, injection, CO2, monitoring, and other wells listed in **Exhibit A-1**, whether producing, shut-in, abandoned or temporarily abandoned (collectively, the "***Wells***");

(c) All interest of Assignor derived from the Leases in or to those pools or units (including forced pooling arrangements) wherein the Leases are pooled, unitized or communitized, including those shown on **Exhibit A-1** (the "***Units***"; the Units, together with the Leases, Lands and Wells are referred to in this Agreement as the "***Properties***"), and including all interest of Assignor derived from the Leases in production of Hydrocarbons from any such Unit, whether such Unit production of Hydrocarbons comes from Wells located on or off of a Lease, and all tenements, hereditaments and appurtenances belonging to the Leases and Units;

(d) All flow lines, pipelines, gathering systems and appurtenances thereto located on the Properties or used, or held for use, in connection with the operation of the Properties (the "***Pipelines***");

(e) All Hydrocarbons produced from or attributable to the Leases, Lands and Wells from and after the Effective Time;

(f) All contracts, agreements and instruments by which the Properties are bound, or that relate to or are otherwise applicable to the Properties, INSOFAR AND ONLY INSOFAR as such contracts are applicable to the Properties, including operating agreements, oil and gas marketing agreements, unitization, pooling and communitization agreements, declarations and orders, joint venture agreements, farmin and farmout agreements, exploration agreements, participation agreements, exchange agreements, transportation or gathering agreements, agreements for the sale and purchase of oil, gas, casinghead gas, agreements for the disposal of produced water to the extent applicable to the Assets, water sourcing agreements to the extent applicable to the Assets, or processing agreements to the extent applicable to the Properties or the Hydrocarbons produced from the Properties or carbon dioxide volumes transported to or from the Properties, including those identified on **Schedule 1(g)**, but excluding, master services agreements and the instruments constituting the Leases or Easements (subject to such exclusions, the "***Contracts***");

(g) All easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights or surface agreements appurtenant to, and used or held for use in connection with the Properties, including those identified on **Schedule 1(h)**, but excluding any permits and other rights to the extent transfer is restricted by Third Party agreement or applicable Law (collectively, the "***Easements***");

(h) All equipment, machinery, fixtures and other tangible personal property and improvements owned by Assignor that are located on the Properties and primarily used or held for use in connection with the operation of the Properties, including those identified on **Schedule 1(i)** (collectively, the "***Equipment***");

(i) The office listed on **Exhibit A-2**;

(j) All lease files; land files; well files; gas and oil sales contract files; gas processing files; division order files; abstracts; title opinions; land surveys; logs; maps; engineering data and reports; interpretive data, Geologic Data, technical evaluations and technical outputs; and other books, records, data, files, and accounting records, in each case to the extent related to the Assets, or used or held for use in connection with the maintenance or operation thereof, but excluding (i) any books, records, data, files, logs, maps, evaluations, outputs and accounting records to the extent disclosure or transfer would result in a violation of applicable Law or is restricted by any Transfer Requirement, (ii) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Assignor, all employee-related or employee benefit-related files or records; (iii) computer or communications software or intellectual property (including tapes, codes, data and program documentation and all tangible manifestations and technical information relating thereto), (iv) attorney-client privileged communications and work product of Assignor's or any of its Affiliates' legal counsel (other than title opinions and environmental audit or assessment reports), reserve studies and evaluations, (vi) emails, and (vii) records relating to the negotiation and consummation of the sale of the Assets (subject to such exclusions, the "***Records***"); *provided, however*, that Assignor may retain the originals of such Records as Assignor has reasonably determined may be required for use in connection with the Excluded Assets (or ownership or operation thereof) or any litigation, tax, accounting and auditing purposes, in which case Assignor shall be required to deliver copies of such originals to Assignee.

TO HAVE AND TO HOLD all and singular the Assets, together with all rights, titles, interests, estates, remedies, powers and privileges thereto appertaining unto Assignee and its successors, legal representatives, and assigns forever, subject to the following:

2. Excluded Assets. Notwithstanding anything in this Assignment to the contrary, the Assets do not include, and there is excepted, reserved and excluded from the purchase and sale contemplated in this Assignment, the following (collectively, the "***Excluded Assets***"):

(a) all corporate, partnership, limited liability company, financial, Income Tax and legal records of Assignor that relate to Assignor's business generally, and all books, records and files that relate to the other Excluded Assets and those records retained by Assignor pursuant to Section 1(j) above and copies of any other Records retained by Assignor pursuant to Section 1.5 of the Purchase Agreement;

(b) all reserve estimates, economic estimates, and, to the extent excluded from Section 1(j) above, all logs, interpretive data, technical evaluations and technical outputs;

(c) all rights to any refund of Taxes or other costs or expenses borne by Assignor or Assignor's predecessors in interest and title attributable to periods prior to the Effective Time;

(d) Assignor's area-wide bonds, permits and licenses or other permits, licenses or authorizations used in the conduct of Assignor's business generally;

(e) except to the extent related to the Assumed Obligations, all trade credits, account receivables, note receivables, take-or-pay amounts receivable, other receivables attributable to the Assets with respect to any period of time prior to the Effective Time and other monetary amounts payable to Assignor;

(f) all work product of Assignor's attorneys and records relating to the negotiation and consummation of the transactions contemplated hereby;

(g) except to the extent related to the Assumed Obligations, all claims and causes of action (including any claims for insurance proceeds) accruing in favor of Assignor and arising from acts, omissions or events or damage to or destruction of property with respect to all periods prior to the Effective Time;

(h) all right, title and interest of Assignor in and to vehicles used in connection with the Assets;

(i) any agreements excluded from the definition of "***Contracts***" in Section 1(f) above;

(j) all rights, titles, claims and interests of Assignor or any Affiliate of Assignor (i) to or under any policy or agreement of insurance or any insurance proceeds, and (ii) to or under any bond or bond proceeds;

(k) any patent, patent application, logo, service mark, copyright, trade name, trademark or other intellectual property of or associated with Assignor or any Affiliate of Assignor or any business of Assignor or of any Affiliate of Assignor;

(l) all personal computers and associated peripherals and all radio and telephone equipment, in each case, solely to the extent such computers, peripherals and equipment are not located in the State of Kansas on the Closing Date;

(m) all proprietary and other computer software;

(n) all guaranties, letters of credit, bonds, cash deposits, and other sureties, indemnities and credit assurances provided to any Governmental Body, contract counterparty or other Person by Assignor or its Affiliates;

(o) any unclaimed property for which the dormancy period has elapsed;

(p) all documents and instruments of Assignor that are subject to attorney-client privilege (other than title opinions and environmental audit or assessment reports);

(q) the name "High Plains", "Samuel Gary" and all derivatives thereof; and

(r) any properties listed in **Schedule 2**.

3. No Multiple Conveyances. Assignor and Assignee acknowledge and agree that this Assignment (including any and all recorded counterparts thereof) is intended to convey to Assignee all right, title and interest of Assignor in and to all of the "Assets" as defined and described in the Purchase Agreement (defined below). Assignor and Assignee acknowledge and agree that this Assignment are not intended to effect multiple conveyances of the same properties or interests in such properties covered hereby or thereby or multiple assumptions by Assignee of the same Assumed Liabilities as described in the Purchase Agreement .

4. Purchase Agreement; No Merger; Third Parties. This Assignment is delivered pursuant to that certain Purchase and Sale Agreement dated effective June 1, 2024, by and between Assignor and Assignee (the "***Purchase Agreement***"), the terms, conditions, provisions, agreements, representations, warranties and covenants of which (as applicable) are hereby incorporated in this Assignment by this reference, and nothing in this Assignment shall operate to limit, release, or impair any of Assignor's or Assignee's respective rights, obligations, remedies, or indemnities in the Purchase Agreement . The Purchase Agreement contains certain representations, warranties and agreements between the Parties, which shall survive the delivery of this Assignment in accordance with the terms of the Purchase Agreement. Capitalized terms used in this Assignment shall have the meanings prescribed in this Assignment where such capitalized terms are defined; *provided, however*, that capitalized terms used in this Assignment and not otherwise defined shall have the meanings given to such terms in the Purchase Agreement. Each defined term shall be equally applicable both to the singular and the plural forms of the term so defined. To the extent the terms and provisions of this Assignment are in conflict, or inconsistent, with the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

5. Successors and Assigns. This Assignment shall extend to, be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

6. Assumption. Subject to the indemnities and limitations set forth in the Purchaser Agreement, from and after the date hereof, Assignee assumes and hereby agrees to fulfill, perform, pay, assume, and discharge (or cause to be fulfilled, performed, paid and discharged) the Assumed Obligations. This Assignment is made subject to the terms and conditions of all Contracts and the rights of the parties thereto and, subject to the indemnities and limitations set forth in the Purchase Agreement, Assignee hereby expressly agrees to be bound by all of the terms and conditions of each such Contract (including any and all amendments thereto).

7. Special Warranty of Title. Assignor hereby agrees to warrant and defend, for a period of six (6) months after the Closing, Defensible Title to the Assets, unto Assignee, its successors and assigns,

against every Person whomsoever claiming or to claim the same or any part thereof, by, through and under Assignor, but not otherwise, subject to the Permitted Encumbrances.

8. Disclaimer.

(a) **EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT OR IN THIS ASSIGNMENT (I) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ASSIGNOR OR ANY OF ITS AFFILIATES). IN PARTICULAR, EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE 5 OF THE PURCHASE AGREEMENT, CONFIRMED IN THE CERTIFICATE OF ASSIGNOR DELIVERED TO ASSIGNEE PURSUANT TO SECTION 9.2(C) OF THE PURCHASE AGREEMENT, OR IN THIS ASSIGNMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS, FUTURE REVENUES GENERATED BY THE ASSETS OR FUTURE COSTS ASSOCIATED WITH THE ASSETS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEE IS DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE, OR (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT. EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN SECTION 5.18 OF THE PURCHASE AGREEMENT, ASSIGNOR HAS NOT MADE ANY REPRESENTATION OR**

WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, ENVIRONMENTAL LIABILITIES, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS ASSIGNMENT OR OTHERWISE WILL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND ASSIGNOR IS DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

(b) Assignor and Assignee agree that, to the extent required by applicable Law to be effective, the disclaimers of certain representations and warranties contained in this Section 8 are "conspicuous" disclaimers for the purpose of any applicable Law.

9. Governing Law; Jurisdiction; Service of Process; Jury Waiver. **THIS ASSIGNMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS OTHERWISE APPLICABLE TO SUCH DETERMINATIONS. JURISDICTION AND VENUE WITH RESPECT TO ANY DISPUTES ARISING HEREUNDER ARE PROPER ONLY IN DALLAS COUNTY, TEXAS, AND THE PARTIES IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT BROUGHT IN SUCH COURTS OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLER, BUYER OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF; *PROVIDED, HOWEVER,* THAT ANY MATTERS RELATED TO THE PROPERTIES SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE SUCH PROPERTIES ARE LOCATED. EACH PARTY HERETO VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.**

10. Incorporation of Exhibits and Schedules. The Exhibits and Schedules to this Assignment are hereby incorporated by reference and constitute a part of this Assignment.

11. Further Assurances. The Parties agree (a) to furnish upon request to each other such further information, (b) to execute, acknowledge and deliver to each other such other documents and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Assignment and the Purchase Agreement .

12. Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment shall remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

13. Covenants Running with the Land. The terms and provisions of this Assignment are covenants running with the Lands, Leases, and other interests covered by this Assignment (and with each subsequent transfer or assignment of all or any part thereof) and extend to, bind and inure to the benefit of the Parties and their heirs, successors and assigns.

14. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed valid and binding with respect to the signatories thereto, and all of which, when taken together, shall constitute one and the same conveyance.

[Signature and Acknowledgment Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Assignment on the dates set forth in their respective acknowledgments hereto, but this Assignment shall be effective for all purposes as of the Effective Time.

ASSIGNOR:

CONESTOGA ENERGY HOLDING, LLC

By: Tom Willis

Name: Tom Willis
Title: Chief Executive Officer

ACKNOWLEDGMENTS

THE STATE OF TEXAS	§
	§
COUNTY OF TARRANT	§

This instrument was acknowledged before me this 1 day of September, 2024, by Tom Willis, known to me to be the Chief Executive Officer of Conestoga Energy Holdings LLC, a Kansas limited liability company, who affirmed that the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such limited liability company.

Dana L. Ross
Notary Public in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
DANA L ROSS
Notary ID #10303469
My Commission Expires
March 2, 2025

[Signature Page to Assignment, Conveyance and Bill of Sale]

THE STATE OF TEXAS

IN WITNESS WHEREOF, the Parties have executed this Assignment on the dates set forth in their respective acknowledgments hereto, but this Assignment shall be effective for all purposes as of the Effective Time.

ASSIGNEE:

BONANZA CARBON CAPTURE LLC

By: Tom Willis

Name: Tom Willis

Title: Chief Executive Officer

ACKNOWLEDGMENTS

THE STATE OF TEXAS	§
	§
COUNTY OF TARRANT	§

This instrument was acknowledged before me this 1 day of September, 2024, by Tom Willis, known to me to be the Chief Executive Officer of Bonanza Carbon Capture LLC, a Kansas limited liability company, who affirmed that the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such limited liability company.

Dana L. Ross

Notary Public in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS

DANA L ROSS
Notary ID #10303469
My Commission Expires
March 2, 2025