KOLAR Document ID: 1836334

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: | initied with this form. |
|---|--|
| Oil Lease: No. of Oil Wells** | Effective Date of Transfer: |
| Gas Lease: No. of Gas Wells** | KS Dept of Revenue Lease No.: |
| Gas Gathering System: | Lease Name: |
| Saltwater Disposal Well - Permit No.: | |
| Spot Location:feet from N / S Line | SecTwpREW |
| feet from E / W Line | Legal Description of Lease: |
| Enhanced Recovery Project Permit No.: | |
| Entire Project: Yes No | County: |
| Number of Injection Wells** | Production Zone(s): |
| Field Name: | Injection Zone(s): |
| ** Side Two Must Be Completed. | IIIJ0011011 20110(0). |
| Surface Pit Permit No.: | feet from N / S Line of Section |
| (API No. if Drill Pit, WO or Haul) | feet from E / W Line of Section |
| Type of Pit: Emergency Burn Settling | Haul-Off Workover Drilling |
| Past Operator's License No. | Contact Person: |
| Past Operator's Name & Address: | Phone: |
| | Date: |
| Title | |
| Title: | Signature: |
| New Operator's License No | Contact Person: |
| New Operator's Name & Address: | Phone: |
| | Oil / Gas Purchaser: |
| New Operator's Email: | Date: |
| Title: | Signature: |
| Acknowledgment of Transfer: The above request for transfer of injection | on authorization, surface pit permit # has been |
| | n Commission. This acknowledgment of transfer pertains to Kansas Corporation |
| Commission records only and does not convey any ownership interest in the | e above injection well(s) or pit permit. |
| is acknowledged as | is acknowledged as |
| the new operator and may continue to inject fluids as authorized by | |
| Permit No.: Recommended action: | |
| remit No Recommended action | permitted by No.: |
| Date: | Date: |
| Authorized Signature | Authorized Signature |
| DISTRICT EPR | PRODUCTION UIC |
| | |

KOLAR Document ID: 1836334

Side Two

Must Be Filed For All Wells

| KDOR Lease No | 0.: | | _ | | | |
|---------------|------------------------------|---|----------------------|-----------------------------------|--------------------------------------|--|
| * Lease Name: | | | _ * Location: | | | |
| Well No. | API No. (YR DRLD/PRE '67) | Footage from Sec (i.e. FSL = Feet from | | Type of Well (Oil/Gas/INJ/WSW) | Well Status (PROD/TA'D/Abandoned) | |
| | | <i>Circle:</i> FSL/FNL | Circle: FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
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| | | FSL/FNL | FEL/FWL _ | | | |
| | | FSL/FNL | FEL/FWL _ | | | |
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| | | 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.

KOLAR Document ID: 1836334

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) CE | 3-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application) |
|--|--|
| OPERATOR: License # | |
| Address 1: | |
| Address 2: | |
| City: State: Zip:+ | |
| Contact Person: | the lease below: |
| Phone: () Fax: () | |
| Email Address: | |
| Surface Owner Information: | |
| Name: | |
| Address 1: | sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the |
| Address 2: | accepts, and in the real extete property toy records of the accepts traceurer |
| City: | _ |
| the KCC with a plat showing the predicted locations of lease roads, | athodic Protection Borehole Intent), you must supply the surface owners and tank batteries, pipelines, and electrical lines. The locations shown on the plated on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted. |
| ☐ I certify that, pursuant to the Kansas Surface Owner No provided the following to the surface owner(s) of the land Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am | otice Act (see Chapter 55 of the Kansas Statutes Annotated), I have d upon which the subject well is or will be located: 1) a copy of the filing in connection with this form; 2) if the form being filed is a Form my operator name, address, phone number, fax, and email address. |
| the KCC will be required to send this information to the sur | s). I acknowledge that, because I have not provided this information, rface owner(s). To mitigate the additional cost of the KCC performing address of the surface owner by filling out the top section of this form e to the KCC, which is enclosed with this form. |
| If choosing the second option, submit payment of the \$30.00 hand form and the associated Form C-1, Form CB-1, Form T-1, or Form | lling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned. |
| I hereby certify that the statements made herein are true and correct | ct to the best of my knowledge and belief. |
| Date: Signature of Operator or Agent: | Title: |

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance, dated as of March 31, 2025 (this "Bill of Sale"), is made by Western Operating Company, a Colorado corporation, (the "Seller"), in favor of Big Sandy Holdings LLC, a Colorado limited liability company("Buyer") (Buyer and together with Seller, the "Parties," and each, a "Party"). This Bill of Sale is made pursuant and subject to that certain ASSET PURCHASE AND SALE AGREEMENT (the "Agreement"), dated as of September 1, 2024, by and between Seller and Buyer, to transfer the Purchased Assets. Any capitalized term used but not defined in this Bill of Sale shall have the meaning set forth in the Agreement.

- 1. Conveyance. In consideration of the covenants and agreements set forth herein and in the Agreement and of the payment to Seller as agreed by the Parties of \$10.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers, conveys, grants, bargains, and delivers to Buyer all of its right, title, and interest in and to the Purchased Assets described on Exhibit A attached to and made a part of this Bill of Sale (the "Purchased Assets").
- 2. Representations and Warranties. Seller and Buyer agree that the sale of the Purchased Assets by Seller and the purchase of the Purchased Assets by Buyer shall in all respects be subject to the terms and conditions of the Agreement, including without limitation that the Purchased Assets is sold by Seller and purchased by Buyer solely and exclusively as represented and warranted in the Agreement.
- 3. Further Assurances. Each Party shall, and shall cause its affiliates to, from time to time at the other Party's request at the requesting Party's expense, furnish the other Party such further information or assurances; execute and deliver such additional documents and instruments; and take such other actions and do such other things, as may be necessary or appropriate to carry out the provisions of this Bill of Sale and give effect to the transactions contemplated hereby.
- 4. Governing Law. This Bill of Sale is governed by, and construed in accordance with, the laws of the State of Colorado, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.
- 5. Incorporation of Agreement. This Bill of Sale incorporates by reference all of the terms of the Agreement, as if each term was fully set forth herein, and in the event of conflict between the terms of the Agreement and the terms of this Bill of Sale, the terms of the Agreement govern and control.
- 6. Counterparts. This Bill of Sale may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Bill of Sale as of the date first written above.

WESTERN OPERATING COMPANY

Name: Steven D. James

Title: President

Date: 3-26-2025

ACKNOWLEDGEMENT

| STATE OF COLORADO |) | |
|-------------------|---|----|
| COUNTY OF DESVER | | SS |

The foregoing instrument was acknowledged before me this day of March, 2025 by Stever D. James, personally appeared and acknowledged to me that he executed this agreement in his authorized capacity. In witness whereof, I hereunto set my hand and official seal and of the date hereinabove stated.

My commission expires 0/126/38

Notary Public

MY COMMISSION EXPIRES JANUARY 26, 2028

Kevin John O'Toole NOTARY PUBLIC STATE OF COLORADO NOTARY ID# 20164003111

"EXHIBIT A" of the ASSIGNMENT, BILL OF SALE AND CONVEYANCE, dated effective as of September 1, 2024 and attached hereto

| Legal Description | Northwest Quarter (NW/4) | Northwest Quarter (NW/4) | Northwest Quarter (NW/4) | Northwest Quarter (NW/4) |
|--|--|--|---|----------------------------------|
| P.M. | 6th | 6th | 6th | qt9 |
| SEC TWP RGE P.M. | 25S 42W | 25S 42W | 8 25S 42W | 8 25S 42W 6th |
| TWP | 25S | 25S | 25S | 25S |
| | 8 | 8 | | 8 |
| State | Kansas | Kansas | Kansas | Kansas |
| County | Hamilton | Hamilton | Hamilton | Hamilton |
| Book & Page Effective Date Recording Date County | June 8, 2012 Hamilton Kansas | June 8, 2012 Hamilton Kansas | B51 P177 May 7, 2012 June 8, 2012 Hamilton Kansas | June 8, 2012 Hamilton Kansas |
| Effective Date | May 7, 2012 | May 7, 2012 | May 7, 2012 | May 7, 2012 |
| Book & Page | B51 P174 | B51 P175 | B51 P177 | B51 P178 |
| Lessee | HGB Oil Corporation | HGB Oil Corporation | HGB Oil Corporation | HGB Oil Corporation |
| Lessor | George H. Fox Trust and the Lola M. Fox Trust, both trusts dated April 9, 1987 | Douglas A. Guldner, a married man dealing with his sole and separate property | Lori M. Lennen, a single person | John M. Lindner, a single person |

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "**Agreement**") is made effective March 31, 2025 ("**Effective Date**") by and between *Big Sandy Holdings LLC*, a Colorado limited liability company ("**Company**") and *Rampike Resource*, *Ltd*, a Colorado limited liability company ("**Contractor**") (Company and Contractor each individually a "**Party**" and collectively the "**Parties**").

RECITALS

WHEREAS, Company is in the business of owning oil and gas assets, including active wells; and

WHEREAS, Contractor is in the business of operating and producing oil and gas wells and providing oilfield services, goods, or materials that may be useful or necessary for Company's business operations; and

WHEREAS, Company and Contractor wish to enter into an agreement governing the terms and conditions under which Contractor may operate oil and gas wells for Company and supply oilfield services, goods, and materials to Company, to the extent mutually agreed by the Parties from time to time.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Contractor agree as follows:

- 1. <u>DEFINITIONS</u>. The following terms have the meanings specified or referred to in this Section 1:
 - (a) "Agreement" has the meaning set forth in the preamble to this Agreement.
 - (b) "Business Day" means any day except Saturday, Sunday, or other day on which commercial banks in Denver, Colorado, are authorized or required by law to be closed for business.
 - (c) "Claims" has the meaning set forth in Section 7(a).
 - (d) "Company" has the meaning set forth in the preamble to this Agreement.
 - (e) "Company Group" means, individually or in any combination, Company, its parents, subsidiaries, affiliates, partners, co-venturers, working interest partners, co-lessees, and joint interest owners, contractors and subcontractors of any tier (other than Contractor Group) and its and their officers, directors, members, managers, partners, employees, invitees, trustees, agents, attorneys, and representatives.
 - (f) "Confidential Information" has the meaning set forth in Section 9(a).
 - (g) "**Contractor**" has the meaning set forth in the preamble to this Agreement.

- (h) "Contractor Group" means, individually or in any combination, Contractor, its parents, subsidiaries, affiliates, partners, contractors and subcontractors of any tier (other than Company Group) and its and their officers, directors, members, managers, partners, employees, invitees, trustees, agents, attorneys, and representatives.
- (i) "Effective Date" has the meaning set forth in the preamble to this Agreement.
 - (j) "Force Majeure Event(s)" has the meaning set forth in Section 11(g).
 - (k) "Impacted Party" has the meaning set forth in Section 11(g).
 - (1) "Party" has the meaning set forth in the preamble to this Agreement.
 - (m) "Term" has the meaning set forth in Section 3(a).
- (n) "Work" means any and all services, materials, and goods provided by or on behalf of Contractor to Company or its parents, subsidiaries, or affiliates.
- (o) "Work Order" means a work order, service order, purchase order, Authorization for Expenditure (AFE), invoice, or other document or writing that: (i) is signed, accepted, or otherwise agreed to by both Parties; and (ii) includes the essential details of the Work to be provided by Contractor under this Agreement.

2. SCOPE AND CONSTRUCTION OF AGREEMENT.

- (a) Scope and Conflicts. This Agreement applies to and governs all Work during the Term. This Agreement controls to the extent of any conflict with any Work Order or other document pertaining to Work. Without limitation of the other terms of this Section, any provisions in a Work Order or other document pertaining to Work that purport to or would have the effect of overriding, amending, modifying, or negating any terms of this Agreement relating to warranties, releases, indemnification, insurance, liabilities, or allocation of responsibility for risk or loss are null and void, even if such Work Order or other document is signed, accepted, or approved by an agent, employee, or representative of Company.
- (b) <u>No Obligation to Request or Accept Work</u>. Nothing in this Agreement obligates Company to request Work or Contractor to agree to perform Work.
- (c) <u>Amendments and Waiver</u>. No field personnel of either Party are authorized to amend or waive any terms of this Agreement. This Agreement may only be amended or any of its terms waived by a writing executed by duly authorized representatives of both Parties reflecting the actual and express mutual intent of both Parties to amend or waive this Agreement. The waiver by either Party of a requirement, breach, or violation of this Agreement will not operate as or be construed to be a subsequent waiver of the same or any other requirement, or a waiver of a subsequent breach or violation.

3. TERM AND TERMINATION.

- (a) <u>Term</u>. This Agreement commences on the Effective Date and will continue in full force and effect until terminated in accordance with its terms (the "**Term**").
- (b) <u>Termination by Either Party</u>. Either Party may terminate the Agreement by giving the other Party written notice. The termination is effective thirty (30) calendar days after the date of written notice; provided that if the Parties entered into a Work Order before the end of the Term and the Work covered by that Work Order is not completed by the effective date of termination, for purposes of that Work only, the Term will extend through that Work's completion date.
- (c) <u>Termination by Company</u>. Company may terminate this Agreement and/or any Work Order then in progress on written notice to Contractor for: (i) material breach of this Agreement by Contractor, including but not limited to failure by Contractor or its subcontractors to comply with any insurance requirements in this Agreement; (ii) the insolvency, bankruptcy, or receivership of Contractor; or (iii) to the extent allowed for a Force Majeure Event under Section 11(g).
- (d) <u>Survival</u>. After the termination of this Agreement, certain obligations of the Parties under this Agreement survive as provided in Section 11(h).

4. PERFORMANCE OF WORK.

- (a) Work Orders. The Parties may agree to Work by entering into one or more Work Orders in the form of **Exhibit A** hereto. Work may be commenced under oral instructions of Company, provided a Work Order confirming such Work is prepared by a Party and forwarded to the non-preparing Party within ten (10) Business Days after the oral agreement. Company may at its option terminate a Work Order by notice to Contractor by providing at least forty-eight (48) hours notice at any time, provided that Company shall be liable for Contractor's already incurred out-of-pocket costs for any specially fabricated goods or other materials intended for the Work that cannot reasonably be used for other jobs.
- (b) <u>Contractor's Personnel</u>. All personnel of Contractor and its subcontractors will be experienced and qualified for the tasks they perform. If Company notifies Contractor that it is dissatisfied with the conduct of Contractor's employees or other personnel performing any Work, Contractor shall promptly investigate and, if necessary, replace or re-assign personnel. Contractor agrees not to use any employee whose employment violates applicable labor laws to perform any Work.
- (c) <u>Independent Contractor</u>. In performing Work, Contractor shall at all times be and act as an independent contractor. Company will have no direction or control of Contractor or its subcontractors, employees, and agents except in specifying the results to be obtained. The actual performance and supervision of all Work shall be by Contractor, but Work will be subject to the approval of Company. Contractor's performance of its obligations or duties under this Agreement will not under any circumstances result in Contractor, its subcontractors, or anyone employed by Contractor or its subcontractors, being: (i) an employee, agent, servant, or representative of Company or its parents,

subsidiaries, or affiliates; or (ii) entitled to any benefits from Company other than as expressly provided in this Agreement. No provisions of this Agreement may be construed as creating a partnership, joint venture, or other association whereby the Company and Contractor would be jointly liable or liable as partners or co-venturers.

- (d) Access to Work Locations. Company shall provide Contractor and its subcontractors, employees, and other personnel access to each site where Work is performed. Contractor's access shall be limited to its employees, subcontractors, and other personnel necessary for performance of the Work. Contractor may not allow unauthorized persons to enter any worksite. Contractor shall abide by and cause its employees, subcontractors, and other personnel to abide by any worksite rules and procedures.
- (e) Equipment, Labor, and Materials; Restoration of Work Site. Except as otherwise agreed by the Parties in writing, Contractor shall, at its own cost and expense, provide the necessary goods, labor, services, supervision, transportation, equipment, machinery, repairs, and supplies for the Work, including any safety equipment necessary or appropriate for the performance of Work. Contractor's materials, equipment, machinery, and supplies used in the performance of Work shall be brought to the worksite in working order, kept in good repair, and remain in Contractor's sole care, custody, operation, and control at all times. Unless otherwise specified, Contractor shall deliver (or cause to be delivered) all goods and materials F.O.B. the location specified in the Work Order. On completion of any Work performed under this Agreement, Contractor shall remove its surplus material and equipment from the Work site and clean up the Work site, lawfully disposing of all its waste and trash.
- (f) <u>Time of Performance</u>. Time is of the essence in performance of Work. Contractor shall commence Work at the time agreed and complete Work with due diligence and in a timely manner. If Contractor fails to timely commence or perform any Work, Company may terminate such Work without liability to Contractor.
- (g) Records, Reports and Data. Contractor shall prepare and provide to Company all records, reports, and data that: (i) are reasonably necessary to confirm the performance of the Work specified in the Work Order; (ii) are otherwise usual and customary in the oil and gas industry for the type of Work performed; (iii) document any Work-related incidents, accidents, damages, or injuries; or (iv) are otherwise agreed between the Parties or required under applicable law. To the extent any governmental authority requires Contractor or its agents to prepare, execute, or submit any documents, forms, or filings in connection with any Work, Contractor shall comply with such requirements and provide copies of the documents, forms, or filings to Company.
- (h) <u>Assignment and Subcontracting</u>. Contractor may not assign this Contract or subcontract any Work without the prior written consent of Company. Any permitted assignment of this Agreement or subcontracting of any Work will not relieve Contractor of its duties or obligations under this Agreement.
- (i) <u>Compliance with Laws</u>. Contractor shall comply and cause its employees, subcontractors, and other personnel performing Work to comply with all federal, state, and local statutes, regulations, rules, ordinances, and other laws that apply or may become applicable to Work.

on Contractor by any governmental authority in connection with or arising from the performance of the Work or this Agreement, including but not limited to unemployment insurance, withholding taxes, social security taxes, retirement benefits, and other social security benefits and taxes upon wages of Contractor, its agents, employees, and representatives. Company shall reimburse Contractor for all such taxes, fees, licenses, and charges that Contractor may be required or deem necessary to pay on account of the agents, employees and representatives of Company or its subcontractors.

5. STANDARD OF PERFORMANCE AND WARRANTIES.

- (a) Warranty and Standard of Performance of Work. Contractor warrants that all Work will be provided and performed: (i) in accordance with the applicable Work Order; (ii) with due diligence, in a good and professional manner, and according to best industry standards for the type of work performed; and (iii) in compliance with all professional codes, standards, laws, regulations, and ordinances applicable to the Work. Contractor warrants that it and any subcontractors performing Work on its behalf have and will maintain all necessary permits, licenses, registrations, certificates, and governmental authorizations required for the Work.
- (b) <u>Warranties for Goods and Materials</u>. Contractor warrants that all goods and materials delivered under this Agreement will: (i) be new unless otherwise agreed by Company in writing; and (ii) meet any specifications provided by Company. Contractor warrants that all goods delivered under this Agreement will be merchantable, of good quality and material, free from defects, and fit for their intended use.
- (c) <u>Assignment of Third-Party Warranties</u>. To the greatest extent possible, Contractor assigns to Company any manufacturer, vendor, and supplier warranties with respect to goods, materials, supplies, tools, machinery, and equipment obtained or used by Contractor or its subcontractors in the performance of the Work.
- (d) <u>Inspection of Work</u>. Company or its agents may inspect or test the Work as Company deems necessary or appropriate. Failure by Company to inspect, test, or discover defective Work (including defective goods or materials) will not relieve Contractor from any responsibility to repair or replace defective Work, and payment of any funds by Company will not constitute a waiver of such defects. Company may dismantle Work if reasonably necessary to ascertain if defects exist. If no defects are found, Company shall bear the cost of dismantling and restoring the Work. If defects are found, such costs shall be borne by Contractor, in addition to any costs of repairing or replacing defects.
- (e) <u>Repair and Replacement of Work</u>. Contractor shall promptly correct, remove, or replace [, at Company's discretion,] any defects, errors, omissions, or deficiencies in the Work at no additional charge to Company and without prejudice to any other remedy of Company under this Agreement or applicable law.

6. <u>COMPENSATION AND PAYMENT.</u>

(a) <u>Compensation</u>. Subject to the other terms of this Agreement, the compensation paid to Contractor for Work will be: (i) according to Contractor's standard

rate schedule with applicable discounts, if any, as may be reasonable adjusted by mutual writing of the Parties; or (ii) such other rates or prices agreed by Contractor and Company in the applicable Work Order. Unless otherwise specifically agreed by the Parties in writing, the rates paid to Contractor by Company for performance of Work are inclusive of all charges for labor, materials, supplies, transportation of tools, equipment, and workers, travel time, insurance costs, taxes, and fees. No stand-by or waiting rates will apply for personnel or equipment unless such personnel or equipment is at Company's disposal. If Contractor provides goods, equipment, materials, or supplies of third-party vendors, or suppliers, Company will reimburse Contractor for only the actual cost of these items unless a markup has specifically been approved by Company.

- (b) <u>Rate Increases</u>. If rates are based on Contractor's standard rate schedule, Contractor shall provide Company a copy of the schedule before acceptance of the initial Work Order. Contractor must provide Company written notice of subsequent increases in Contractor's rates at least thirty (30) days before the effective date of the increase. Rate increases will apply only to Work Orders agreed to after the effective date of the increase.
- (c) <u>Invoicing Procedures</u>. Contractor shall comply with Company's invoicing policies and procedures in **Exhibit B** to this Agreement, as they may be amended from time to time.
- (d) <u>Disputes and Withholding</u>. If Company disputes any invoiced charges, Company shall notify Contractor and specify the basis of the dispute. Payment of disputed charges may be withheld until settlement of the dispute; however, Company must pay any undisputed portion within the time required under this Agreement.
- (e) Vendor and Subcontractor Payment. Contractor shall timely pay and discharge all claims to third party vendors, suppliers, subcontractors, and service providers for goods, materials, and services furnished to Company in connection with Work. Contractor may not allow any liens or charges to become fixed upon any property owned, managed, or controlled by Company or its parents, subsidiaries or affiliates. Company is entitled to withhold payment of any amounts otherwise due to Contractor: (i) until Contractor furnishes proof that all bills for goods, materials, and services supplied by Contractor's subcontractors, vendors, suppliers, and service providers have been paid, and any lien claims, taxes, or other asserted charges against Contractor, Company Group, or Company Group's property arising out of the Work have been satisfied; or (ii) to the extent withholding or retainage for the benefit of Contractor's subcontractors, vendors, suppliers, or service providers is authorized or required under applicable law.
- (f) <u>Payment</u>. Subject to the other terms and conditions of this Agreement, Company shall pay Contractor for completed Work within thirty (30) days from receipt of Contractor's invoice provided: (i) the Work meets all requirements of this Agreement and the applicable Work Order; and (ii) and the invoice and related documentation complies with Company's invoicing procedures.
- (g) <u>Conflicts of Interest, Gifts, and Inducements.</u> Contractor and the members of Contractor Group may not pay, provide, or offer any gifts, gratuities, entertainment, meals, commissions, fees, inducements, or other consideration of any kind to any

6

member of Company Group other than the consideration agreed between the Parties for Work pursuant to this Agreement or the applicable Work Order.

7. INDEMNITY.

- (a) CONTRACTOR'S GENERAL INDEMNITY OBLIGATIONS. EXCEPT AS PROVIDED BY SECTION 7(d), SECTION 7(e), AND SECTION 7(f), CONTRACTOR RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DEMANDS, FINES, PENALTIES, DAMAGES, OR LIABILITIES OF EVERY KIND AND CHARACTER, INCLUDING ANY COURT COSTS AND ATTORNEY FEES ("CLAIMS"), ARISING FROM BODILY INJURY, ILLNESS, DEATH, OR EMOTIONAL OR PSYCHOLOGICAL INJURY TO ANY MEMBER OF CONTRACTOR GROUP OR FROM DAMAGE TO PROPERTY OF CONTRACTOR GROUP AND OCCURRING IN CONNECTION WITH, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE WORK, INCLUDING CLAIMS RESULTING FROM THE SOLE, CONCURRENT, JOINT, PARTIAL, ACTIVE, OR PASSIVE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF COMPANY GROUP.
- (b) COMPANY'S GENERAL INDEMNITY OBLIGATIONS. EXCEPT AS PROVIDED BY SECTION 7(d), SECTION 7(e), AND SECTION 7(f), COMPANY RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD CONTRACTOR GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING FROM BODILY INJURY, ILLNESS, DEATH, OR EMOTIONAL OR PSYCHOLOGICAL INJURY TO ANY MEMBER OF COMPANY GROUP OR FROM DAMAGE TO PROPERTY OF COMPANY GROUP AND OCCURRING IN CONNECTION WITH, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE WORK, INCLUDING CLAIMS RESULTING FROM THE SOLE, CONCURRENT, JOINT, PARTIAL, ACTIVE, OR PASSIVE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF CONTRACTOR GROUP.
- (c) <u>INDEMNITIES SUPPORTED BY INSURANCE</u>. CONTRACTOR AND COMPANY EACH AGREE THAT THEIR RESPECTIVE INDEMNITY OBLIGATIONS IN SECTION 7(a) AND SECTION 7(b) WILL BE SUPPORTED BY LIABILITY INSURANCE FURNISHED BY EACH OF CONTRACTOR AND COMPANY AS INDEMNITOR FOR THE BENEFIT OF THE OTHER PARTY AND ITS GROUP AS INDEMNITEE, IN THE TYPES AND MINIMUM DOLLAR AMOUNTS SET FORTH IN SECTION 8(a) OF THIS AGREEMENT.
- (d) <u>INDEMNITIES FOR POLLUTION</u>. CONTRACTOR RELEASES AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY GROUP FROM ALL CLAIMS FOR PROPERTY DAMAGE FROM POLLUTION, INCLUDING CLEANUP AND CONTROL OF POLLUTANTS, OCCURRING IN CONNECTION WITH OR RESULTING DIRECTLY OR INDIRECTLY FROM THE WORK THAT:

- (i) ORIGINATES ON OR ABOVE THE SURFACE OF THE LAND OR WATER FROM SPILLS OR LEAKS OF FUEL, LUBRICANTS, MOTOR OIL, PAINTS, SOLVENTS, PIPE DOPE, GARBAGE, SEWAGE, OR OTHER POLLUTANTS OR MATERIALS EMANATING FROM THE VEHICLES, TANKS, VESSELS, OR EQUIPMENT OF ANY MEMBER OF CONTRACTOR GROUP, REGARDLESS OF FAULT; OR
- (ii) ORIGINATES ON OR ABOVE THE SURFACE OF THE LAND OR WATER FROM SPILLS OR DUMPING OF DRILLING, WORKOVER, OR COMPLETION FLUIDS, POLLUTANTS, OR WASTES WHEN SUCH MATERIALS ARE IN THE POSSESSION AND CONTROL OF ANY MEMBER OF CONTRACTOR GROUP AND SUCH SPILL, LEAK, OR DUMPING RESULTS FROM ANY MEMBER OF CONTRACTOR GROUP'S NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT; OR
- (iii) RESULTS FROM FIRE, BLOWOUT, CRATERING, SEEPAGE, OR ANY OTHER UNCONTROLLABLE FLOW, FROM THE SURFACE OR THE SUBSURFACE OF OIL, GAS, WATER, OR ANY COMBINATION THEREOF, FROM WELLS DURING THE CONDUCT OF OPERATIONS HEREUNDER WHEN CAUSED BY CONTRACTOR GROUP'S SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT; OR
- (iv) RESULTS FROM LEAKAGE OR OTHER UNCONTROLLED FLOW OF OIL, GAS, WATER, OR ANY COMBINATION THEREOF, FROM PIPELINES WHICH ARE RUPTURED OR DAMAGED BY ANY MEMBER OF CONTRACTOR GROUP'S VEHICLES OR EQUIPMENT, OR BY CONTRACTOR'S OPERATIONS, WHEN SUCH RUPTURE OR DAMAGE IS CAUSED BY CONTRACTOR GROUP'S SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.
- (e) <u>OTHER POLLUTION CLAIMS</u>. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7(D), COMPANY RELEASES AND SHALL INDEMNIFY, DEFEND, AND HOLD CONTRACTOR GROUP HARMLESS FOR ALL CLAIMS FOR PROPERTY DAMAGE FROM POLLUTION OCCURRING IN CONNECTION WITH OR RESULTING DIRECTLY OR INDIRECTLY FROM THE WORK.
- (f) <u>OTHER LOSSES</u>. COMPANY RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD CONTRACTOR GROUP HARMLESS FROM AND AGAINST ALL CLAIMS OCCURRING IN CONNECTION WITH, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE WORK FOR:
 - (i) PROPERTY DAMAGES FROM RESERVOIR OR UNDERGROUND DAMAGE, INCLUDING LOSS OF OIL, GAS, MINERALS, WATER, OR THE WELLBORE ITSELF, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE FROM THE [SOLE NEGLIGENCE,]GROSS NEGLIGENCE[,] OR WILLFUL MISCONDUCT OF CONTRACTOR GROUP;
 - (ii) PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE PERFORMANCE OF WORK TO CONTROL A WILD WELL EXCEPT TO THE EXTENT SUCH CLAIMS ARISE FROM THE

GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR GROUP; OR

- (iii) COST OF CONTROL OF A WILD WELL, UNDERGROUND OR ABOVE THE SURFACE, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR GROUP.
- (g) <u>SUBCONTRACTOR, SUPPLIER, AND VENDOR CLAIMS.</u>
 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR PAYMENT AND LIENS ASSERTED BY OR IN FAVOR OF CONTRACTOR'S SUBCONTRACTORS, SUPPLIERS, VENDORS, OR SERVICE PROVIDERS.
- STATUTORY LIMITATIONS ON INDEMNITY. ALL INDEMNIFICATION PROVISIONS IN THIS AGREEMENT APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED, APPLY REGARDLESS OF THE SOLE, CONCURRENT, JOINT, PARTIAL, ACTIVE, OR PASSIVE NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT OF THE INDEMNITEE. IF ANY CURRENT OR FUTURE STATUTES OR OTHER LAWS MAKE ANY OF THE INDEMNIFICATION PROVISIONS INVALID OR UNENFORCEABLE, THE AFFECTED PROVISIONS WILL BE AMENDED TO THE MINIMUM EXTENT NECESSARY TO CONFORM WITH THE REOUIREMENTS OF SUCH STATUTE OR LAW, BUT NOT OTHERWISE. IF ANY STATUTE OR LAW MODIFIES OR REDUCES THE INDEMNITY OBLIGATIONS OF ONE OF THE PARTIES, ANY CORRESPONDING INDEMNITY OBLIGATIONS OF THE OTHER PARTY WILL BE MODIFIED OR REDUCED TO THE SAME EXTENT. IF ANY OBLIGATIONS UNDER THIS AGREEMENT TO INDEMNIFY THE OTHER PARTY OR PARTY GROUP AGAINST CERTAIN CLAIMS ARE DEEMED INVALID OR UNENFORCEABLE, ANY CORRESPONDING RELEASE OF OR AGREEMENT TO HOLD THE OTHER PARTY HARMLESS FOR THE SAME CLAIMS IS LIKEWISE UNENFORCEABLE.
- (i) <u>CONSEQUENTIAL DAMAGES</u>. CONTRACTOR AND COMPANY EACH WAIVE AND RELEASE AS AGAINST THE OTHER ANY CLAIMS FOR CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT OR THE WORK; PROVIDED, THIS WAIVER AND RELEASE DO NOT LIMIT OR IMPAIR EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT AS TO CLAIMS MADE BY OR AGAINST THIRD PARTIES.
- (j) NOTICE OF CLAIMS. CONTRACTOR AND COMPANY SHALL EACH PROVIDE PROMPT NOTICE TO THE OTHER OF ANY CLAIMS SUBJECT TO INDEMNIFICATION UNDER THIS AGREEMENT, INCLUDING PROVIDING A COPY OF ANY LAWSUITS, LEGAL DEMANDS, OR OTHER NOTICES OF CLAIMS RECEIVED BY THE NOTIFYING PARTY. HOWEVER, FAILURE TO COMPLY WITH THESE NOTICE PROVISIONS WILL NOT AFFECT ANY PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT UNLESS (AND IN SUCH CASE, ONLY TO EXTENT THAT) THE INDEMNITOR IS

ACTUALLY PREJUDICED BY THE OTHER PARTY'S FAILURE TO PROVIDE PROMPT NOTICE.

8. INSURANCE.

- (a) <u>Required Insurance</u>. At all times during the Term, Company, Contractor, and each subcontractor of Contractor performing any Work shall carry and maintain in effect the following types and minimum amounts of insurance:
 - (i) <u>Commercial General Liability</u>. Commercial general liability (CGL) insurance including contractual liability coverage with limits not less than \$2,000,000.00 aggregate and \$1,000,000.00 per occurrence.
 - (ii) <u>Commercial Automobile Liability</u>. Commercial automobile liability insurance for owned, hired, and non-owned vehicles in the amount of at least \$1,000,000.00 per occurrence.
 - (iii) <u>Umbrella and Excess Liability</u>. Umbrella or excess liability insurance over (i), (ii), and (iii) above with coverages at least as broad as those of the underlying primary CGL, employer's liability, and commercial automobile liability policies, with limits not less than \$4,000,000.00 per occurrence. The umbrella or excess liability insurance must attach directly over the underlying primary policies with no breaks or gaps in coverage.
- (b) Other Insurance Requirements. All insurance policies required of Contractor and its subcontractors under Section 8(a) must:
 - (i) be issued by insurance companies reasonably acceptable to Company;
 - (ii) name Company and Company Group and their successors and assigns as additional insureds;
 - (iii) require that such insurance carriers give the insured and each additional insured (including but not limited to Company) at least 30 days' prior written notice of any cancellation, reduction, or non-renewal of policy coverage;
 - (iv) provide that such insurance is primary insurance and that any similar insurance in the name of and/or for the benefit of Company or any member of Company Group will be excess and non-contributory to the extent of Contractor's release and indemnity obligations hereunder; and
 - (v) waive any right of subrogation of the insurers against Company Group.
- (c) <u>Certificates of Insurance</u>. Prior to performing any Work, and thereafter prior to starting Work under any new or additional Work Order, Contractor must provide Company current certificates of insurance and policy endorsements sufficient to verify that Contractor (and its subcontractors performing the Work, if applicable) are in

compliance with all insurance requirements of this Agreement including under Section 8(a) and Section 8(b).

9. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

- Confidentiality. Contractor shall, and shall cause its employees, subcontractors, and other personnel to keep confidential and not disclose to third parties or use for any purpose other than performance of Work, all information relating to the Work, including: (i) the specific location and details of the Work; and (ii) any documents relating to the Work created by, received by, or provided to Contractor directly or indirectly, including but not limited to any well logs, seismic, geological, geophysical, or engineering information, maps or data, drilling, fracture stimulation, or completion plans or processes, and other procedures, reports, schedules, drawings, specifications, test results, models, interpretations, computer programs, documents, commercial, contractual, or financial information, or any other data (in any form or medium) concerning Company's property, business, or operations in connection with which the Work is performed ((i) and (ii) collectively, "Confidential Information"). Nothing in this Agreement precludes Contractor from providing Confidential Information to any federal or state governmental entity having jurisdiction, to the extent Contractor is required to do so by applicable laws, rules, or regulations. If Contractor is requested or ordered to disclose or produce Confidential Information to a third party, court, or judicial or quasijudicial body under a court order, discovery request, motion to compel, or other legal, judicial, or quasi-judicial process, Contractor shall inform Company as soon as reasonably possible and reasonably cooperate with Company to take measures to protect against unnecessary dissemination of the Confidential Information.
- (b) <u>Intellectual Property</u>. Contractor warrants and represents that the tools, equipment, materials, and processes which Contractor Group uses or furnishes in connection with the Work will not infringe on intellectual property rights of any kind (including, without limitation, any license, patent, copyright, trade secret and/or trademark right). Contractor shall defend, indemnify and hold Company Group harmless from any and all Claims arising out of the Work in favor of or asserted by or in connection with any patentee, licensee, or claimant of any intellectual property right or priority, whether for patent infringement, trade secret misappropriation, or other intellectual property right or priority, except to the extent such Claim results from designs or drawings provided to Contractor by a member of Company Group.
- 10. <u>BOOKS, RECORDS, AND AUDITS</u>. Company and its designated auditors have the right to inspect and audit Contractor's books and records to verify and ensure compliance with the terms and conditions of this Agreement. Contractor shall maintain and cause its subcontractors to maintain all books, records, and documents relating to any Work for a period of five (5) years from the end of the calendar year in which the Contractor invoiced charges for such Work. Upon Company's request, Contractor shall provide Company reasonable access to such books, records, and documents including the right to make copies.

11. MISCELLANEOUS.

(a) <u>Headings, References, and Rules of Construction</u>. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. All references in this Agreement to Sections, Subsections, and Exhibits refer to the

corresponding sections, subsections, or exhibits of this Agreement, unless otherwise provided. The word "includes" and its syntactical variants mean "includes, but is not limited to" and corresponding syntactical variant expressions. The plural is deemed to include the singular and vice versa, unless otherwise provided.

- (b) <u>Entire Agreement</u>. This Agreement and any Work Orders issued under this Agreement constitute the sole and only agreement of Company and Contractor regarding Work and supersede any prior understanding of written or oral agreements between the Parties regarding the subject matter of this Agreement.
- (c) Notices. Each Party shall deliver all notices, demands, and other communications required under this Agreement in writing and addressed to the other Party to the addresses set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section 11(c)). Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email [or facsimile] ([in each case,] with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (i) upon receipt by the receiving Party and (ii) if the Party giving the notice has complied with the requirements of this Section.

If to Company:

Big Sandy Holdings LLC

Email: mcollins@bigsandyholdings.com

Facsimile: N/A

Attention: Margaret E.H. Collins, Managing Partner

If to Contractor:

Rampike Resources, Ltd

Email: info@rampikeresources.com

Facsimile: N/A

Attention: Neil D. Sharp, President

- (d) <u>Choice of Law</u>. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).
- (e) <u>Attorneys' Fees</u>. In any suit to enforce any rights or obligations arising under this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and court costs.
- (f) <u>Severability</u>. Except as otherwise provided in Section 7(h), if any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other

jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to reflect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- Force Majeure. Neither Party will be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments or comply with defense, indemnity, or insurance requirements), when and to the extent such Party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (i) acts of God; (ii) flood, fire, earthquake, epidemics, pandemics, or explosion (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or action; (v) embargoes, sanctions, or blockades in effect on or after the date of this Agreement; (vi) cybersecurity or ransomware attacks; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns, lockouts, or other industrial disturbances; (ix) inability or delay in obtaining supplies of adequate or suitable materials or applicable governmental permits or approvals, provided the Impacted Party has exercised reasonable due diligence in attempting to obtain such materials, permits, or approvals; and (x) other similar events beyond the reasonable control of the Impacted Party. In case of a Force Majeure Event, the Impacted Party shall notify the other Party in writing within two (2) days from its occurrence, including a detailed description of the Force Majeure Event and estimated time that performance will be affected. The Impacted Party shall do all things reasonably possible to remove the Force Majeure Event and resume performance hereunder as soon it is removed; provided, however, that the Impacted Party has no obligation to settle labor disturbances or pay ransom to overcome a cybersecurity or ransomware attack. Notwithstanding the other provisions of this Section 11(g), Company may at its option terminate the applicable Work Order and hire a replacement contractor if a Force Majeure Event: (A) delays Contractor's performance of Work for more than ninety (90) consecutive days; (B) occurs while a drilling rig is on location; or (C) delays or threatens to delay any Work or other actions that must be timely performed to keep all or a portion of one or more oil and gas leases in force.
- (h) <u>Survival</u>. All terms and obligations of this Agreement that: (i) concern payments, audits, warranties, confidentiality, defense, release, or indemnification; (ii) are otherwise of an accrued or continuing nature; or (iii) to give proper effect to their intent should survive termination of this Agreement, will survive the termination of this Agreement.
- (i) <u>Counterparts; Electronic Signatures</u>. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the Parties. Each Party agrees that the electronic signatures, whether digital or encrypted,] of the Parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record[, including facsimile or email electronic signatures. Delivery of an executed counterpart's signature page of this Agreementy, by facsimile, electronic

13

mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

(j) <u>Successors and Assigns</u>. Subject to Section 4(h), this Agreement and all obligations and rights contained in it inure to and are binding upon the Parties and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

RAMPIKE RESOURCES, LTD BIG SANDY HOLDINGS LLC

By Neil D. Sharp (Apr 15, 2025 11:11 MDT)

By Margaret C. H. Collins

Name: Neil D. Sharp Name: Margaret E.H. Collins

Title: President Title: Managing Partner

EXHIBITS TO FOLLOW

EXHIBIT A WORK ORDER FORM

AFE/COST ESTIMATE

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EXHIBIT B

15

INVOICING POLICY AND PROCEDURE

- All bills will be paid on the 15th and last day of the month. Contractors have 30 days from completion of work to submit invoices and/or receipts for reimbursement. Invoices should be received no later than the 10th or 25th of the month for payment on the 15th or last day of the month,
- All invoices should state the AFE number if acceptable, work performed, and amount owed, along with date and time of completion of work performed.
- Work less than \$20,000.00 USD will not require an AFE but all other requirements as well as who authorized the work.