KOLAR Document ID: 1806815

### 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:	I
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:
Gas Gathering System:	Lease Name:
Saltwater Disposal Well - Permit No.:	.
Spot Location:feet from N / S Line	SecTwpREV
feet from E / W Line	Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells**	Production Zone(s):
Field Name:	Injection Zone(s):
** Side Two Must Be Completed.	injection zone(e).
Surface Pit Permit No.:(API No. if Drill Pit, WO or Haul)	feet from N / S Line of Section  feet from E / W Line of Section
Type of Pit: Emergency Burn Settling	Haul-Off Workover Drilling
Past Operator's License No.	Contact Person:
Past Operator's Name & Address:	Phone:
	Date:
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
noted, approved and duly recorded in the records of the Kansas Corporation	on 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	the new operator of the above named lease containing the surface pit
Permit No.: Recommended action:	
. Noodillionded action.	portinition by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC

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#### Side Two

#### Must Be Filed For All Wells

KDOR Lease No	).:		_		
* 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 _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
	_	FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		

A separate sheet may be attached if necessary.

<sup>\*</sup> 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: 1806815

#### 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 #	
Address 1:	
Address 2:	
City: State: Zip:+	
Contact Person:	the leave 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 preparts toy records of the accepts traceurer
City: State: Zip:+	-
the KCC with a plat showing the predicted locations of lease roads, ta	hodic Protection Borehole Intent), you must supply the surface owners and ank batteries, pipelines, and electrical lines. The locations shown on the plat I 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 Notic 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 f	ce Act (see Chapter 55 of the Kansas Statutes Annotated), I have upon which the subject well is or will be located: 1) a copy of the iling in connection with this form; 2) if the form being filed is a Form by operator name, address, phone number, fax, and email address.
the KCC will be required to send this information to the surfa-	. I acknowledge that, because I have not provided this information, ace owner(s). To mitigate the additional cost of the KCC performing ddress of the surface owner by filling out the top section of this form to the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ng fee with this form. If the fee is not received with this form, the KSONA-1 P-1 will be returned.
I hereby certify that the statements made herein are true and correct	to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

#### ASSIGNMENT, CONVEYANCE AND BILL OF SALE

STATE OF KANSAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF FINNEY,	§	
MORTON, AND MEADE	§	

This Assignment, Conveyance and Bill of Sale (this "<u>Assignment</u>") is effective as of December 20, 2024, at 7:00 a.m. Central Time (the "<u>Effective Time</u>"), from High Plains Energy Partners, LLC, a Colorado limited liability company ("<u>HPEP</u>"), and Pluss 3033 Kansas, LLC, a Colorado limited liability company ("<u>Pluss</u>" and together with HPEP, the "<u>Assignors</u>" and each, an "<u>Assignor</u>"), to Harrison Gilliland, in his individual capacity ("<u>Assignee</u>"). Assignors and Assignee are sometimes referred to herein individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>".

- 1. <u>Conveyance</u>. Each 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 each Assignor, all of such 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, including any and all interests therein and thereto; fee mineral interests; overriding royalty interests, net profits interests; carried interests; farmout rights; royalty interests; production payments; reversionary interests; options; and other properties and interests described on <a href="Schedule 1">Schedule 1</a> and <a href="Schedule 1.1(a)">Schedule 1.1(a)</a>, subject to any reservations, depth restrictions or other limitations, with respect thereto and described on <a href="Schedule 1.1(a)">Schedule 1.1(a)</a> (each, a "Lease" and collectively, the "Leases"), together with each and every kind and character of right, title, claim and interest that such 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 <a href="Schedule 1.1(a)">Schedule 1.1(a)</a> (the "Lands");
  - (b) all oil, gas, water, disposal, injection, monitoring, and other wells located on the Lands, insofar as such wells are drilled within the depths described on <u>Schedule 1.1(a)</u>, whether producing, shut-in, abandoned or temporarily abandoned, including those described on <u>Schedule 1.1(b)</u> ("Wells");
  - (c) the equipment, machinery, fixtures and other personal, and mixed property situated on the Leases, or otherwise appurtenant to or currently used or held for use in connection with the ownership or operation of the Leases or Wells, including, without limitation, well equipment, casing, rods, tanks, boilers, tubing, pumps, motors, fixtures, machinery, inventory, separators, dehydrators, compressors, treaters, power lines, field processing facilities, surface and downhole equipment, flowlines, gathering lines and systems, transmission lines and all other pipelines, ("Equipment"), insofar as it is attributable to the Leases and operations assigned hereunder, which Equipment shall include the property more particularly described on Schedule 1.1(c);
    - (d) the unsold oil in storage attributable to the Leases ("Stored Oil");
  - (e) all permits, servitudes, easements, rights-of-way, operating rights and agreements, orders, assignments, gas purchase and sale contracts, oil purchase and sale agreements, farmin and

farmout agreements, transportation and marketing agreements, operating agreements, unit agreements, declarations of units, processing agreements, options, facilities or equipment leases, surface use agreements, warranties, licenses, salt water disposal agreements, and other contracts, agreements and rights used, held for use, or appurtenant to the beneficial use and enjoyment, ownership or operation of the Leases and Wells or with the production or treatment of oil or gas from or attributable to the Leases or Wells ("Contracts"), which Contracts shall include the contracts more particularly described on Schedule 1.1(e); and

(f) to the extent transferrable, all of the files, records, information and data pertaining to the Leases, Wells, Equipment, and Contracts in Assignors' possession in its current format ("Records"), including, without limitation, title records, abstracts, title opinions, title certificates, title policies, production records, severance tax records, reservoir and well information, drill stem tests, well logs, bond logs, casing pressure and mechanical integrity tests, and all other information relating in any way to the ownership or operation of the Assets; provided, however, that Assignors may retain the originals of such Records as Assignors have 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 Assignors 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. <u>Excluded Assets</u>. 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 "<u>Excluded Assets</u>"):
  - (a) all corporate, partnership, limited liability company, financial, Income Tax and legal records of such Assignor that relate to such Assignor's business generally, and all books, records and files that relate to the other Excluded Assets and those Records retained by Assignors pursuant to Section 1.1(f);
  - (b) all reserve estimates, economic estimates, logs, interpretive data, technical evaluations and technical outputs other than the Records described in <u>Section 1.1(f)</u>;
  - (c) all rights to any refund of Taxes or other costs or expenses borne by Assignors or Assignors' predecessors in interest and title attributable to periods prior to the Effective Time;
  - (d) Assignors' area-wide bonds, permits and licenses or other permits, licenses or authorizations used in the conduct of Assignors' business generally;
  - (e) all work product of Assignors' attorneys and records relating to the negotiation and consummation of the transactions contemplated hereby;
  - (f) all claims and causes of action (including any claims for insurance proceeds) accruing in favor of Assignors and arising from acts, omissions or events or damage to or destruction of property with respect to all periods prior to the Effective Time;
  - (g) all right, title and interest of such Assignor in and to vehicles used in connection with the Assets;

- (h) all rights, titles, claims and interests of such Assignor or its affiliates (i) to or under any policy or agreement of insurance or any insurance proceeds, and (ii) to or under any bond or bond proceeds;
- (i) any patent, patent application, logo, service mark, copyright, trade name, trademark or other intellectual property of or associated with such Assignor or its affiliates or any business of Assignors or their affiliates;
- (j) all of Assignors' or their affiliates' personal computers and associated peripherals and all radio and telephone equipment, and computer software;
- (k) all guaranties, letters of credit, bonds, cash deposits, and other sureties, indemnities and credit assurances provided to any governmental authority, contract counterparty or other Person by Assignors or their affiliates (collectively, "Seller Credit Support");
- (l) all documents and instruments of such Assignor that are subject to attorney-client privilege (other than title opinions and environmental audit or assessment reports);
  - (m) the name "High Plains", "Samuel Gary", "Pluss" and all derivatives thereof.
- 3. <u>No Multiple Conveyances</u>. Assignors 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). Assignors and Assignee acknowledge and agree that this Assignment is not intended to effect multiple conveyances of the same properties or interests in such properties covered hereby or thereby.
- 4. <u>Purchase Agreement; No Merger; Third Parties.</u> This Assignment is delivered pursuant to that certain Asset Purchase and Sale Agreement dated December 11, 2024, by and between Assignor and Assignee (the "<u>Purchase Agreement</u>"), 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 Assignors' 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 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 shall control.
- 5. <u>Successors and Assigns.</u> This Assignment shall extend to, be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.
- 6. <u>Assumption</u>. Subject to the indemnities and limitations set forth in the Purchase 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) any and all obligations and liabilities (a) attributable or related to the ownership or operation of the Assets to the extent arising from or after the Effective Time, and (b) all Decommissioning Obligations, whether arising before, on or after the Effective Time (collectively, the "<u>Assumed Obligations</u>"). This Assignment is made subject to the terms

and conditions of all Leases and 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 Contracts and Leases (including any and all amendments thereto).

7. <u>Special Warranty of Title</u>. Each Assignor hereby agrees to warrant and defend, for a period of twenty-four (24) months after the Closing, title to its Assets at not less than the net revenue interest represented in the Purchase Agreement, unto Assignee, its successors and assigns, against every person whomsoever legally claiming or to claim the same or any part thereof, by, through and under Assignor, but not otherwise.

#### 8. Disclaimer.

EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE (a) PURCHASE AGREEMENT OR IN THIS ASSIGNMENT (I) NO ASSIGNOR MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY 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 REPRESENTATIVES (INCLUDING **ANY** OPINION, INFORMATION. OR 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 SECTION 4.1 OF THE PURCHASE AGREEMENT, OR IN THIS ASSIGNMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH 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, (III) 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, OUALITY, 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 INFORMATION THAT MAY HAVE BEEN MADE **AVAILABLE** COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN WITH THE **TRANSACTIONS** CONTEMPLATED CONNECTION ASSIGNMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, MERCHANTABILITY, FITNESS STATUTORY IMPLIED, OF 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 4.1(f) OF THE PURCHASE AGREEMENT, NO ASSIGNOR HAS 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) Assignors and Assignee agree that, to the extent required by applicable Law to be effective, the disclaimers of certain representations and warranties contained in this <u>Section 8</u> are "conspicuous" disclaimers for the purpose of any applicable Law.
- 9. Governing Law; Jurisdiction; Service of Process. THIS ASSIGNMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS 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 ROOKS COUNTY, KANSAS, 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 ASSIGNMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED IN THIS ASSIGNMENT BROUGHT IN SUCH COURTS OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE.
- 10. <u>Incorporation of Exhibits and Schedules</u>. The Exhibits and Schedules to this Assignment are hereby incorporated by reference and constitute a part of this Assignment.
- 11. <u>Further Assurances</u>. 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. <u>Severability</u>. 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. <u>Covenants Running with the Land</u>. 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. <u>Counterparts</u> . 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

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 18 day of December, 2024.

My Commission Expires

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

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:**

PLUSS 3033 KANSAS, LLC

Name: Douglas

Title: Manager

#### <u>ACKNOWLEDGMENTS</u>

THE STATE OF COLORADO COUNTY OF DENVER

BEFORE ME, the undersigned Notary Public, on this day personally appeared Douglas A Pluss, 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 Manager of Pluss 3033 Kansas, 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 Aday of December, 2024.

My Commission Expires

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

#### **ACKNOWLEDGMENTS**

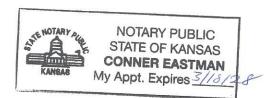
THE STATE OF KANSAS

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**COUNTY OF ROOKS** 

This instrument was acknowledged before me this 20 day of Vecenber, 2024, by Harrison Gilliland, in his individual capacity, on the day and year therein mentioned and as the act and deed of said individual, for the purpose and consideration therein expressed.

Notary Public in and for the State of Kansas



### Schedule 1 Property Rights

AREA	WELL NAME	API NUMBER	OPERATOR
CONGDON	MCFERREN 1	15055204010000	Samuel Gary Jr. & Associates, Inc.
CONGDON	MCFERREN 2	15055204140000	Samuel Gary Jr. & Associates, Inc.
CONGDON	MCFERREN 3	15055204240001	Samuel Gary Jr. & Associates, Inc.
CONGDON	MCFERREN 5	15055217260002	Samuel Gary Jr. & Associates, Inc.
CONGDON	MCFERREN 6	15055217280000	Samuel Gary Jr. & Associates, Inc.
CONGDON	MCFERREN 7	15055217450000	<del>'</del>
			Samuel Gary Jr. & Associates, Inc.
CONGDON	MCFERREN 8	15055217460000	Samuel Gary Jr. & Associates, Inc.
CONGDON	MCFERREN 9	15055218170000	Samuel Gary Jr. & Associates, Inc.
CONGDON	MCFERREN-NEELY UNIT 1	15055217890000	Samuel Gary Jr. & Associates, Inc.
CONGDON			
NORTH	CONGDON 12-28	15055222740002	Samuel Gary Jr. & Associates, Inc.
CONGDON			
NORTH	CONGDON 10-28	15055222640000	Samuel Gary Jr. & Associates, Inc.
CONGDON			
NORTH	CONGDON 11-28	15055222730000	Samuel Gary Jr. & Associates, Inc.
CONGDON			
NORTH	CONGDON 2	15055202910002	Samuel Gary Jr. & Associates, Inc.
CONGDON			
NORTH	CONGDON 5	15055219050000	Samuel Gary Jr. & Associates, Inc.
CONGDON			
NORTH	CONGDON 6-28	15055222560000	Samuel Gary Jr. & Associates, Inc.
CONGDON			
NORTH	CONGDON 7-28	15055222580000	Samuel Gary Jr. & Associates, Inc.
CONGDON			
NORTH	CONGDON 8-28	15055222590000	Samuel Gary Jr. & Associates, Inc.

AREA	WELL NAME	API NUMBER	OPERATOR
CONCDON			
CONGDON NORTH	CONGDON 9-28	15055222630000	Samuel Gary Jr. & Associates, Inc.
CONGDON	CONGDON 9-28	13033222030000	Samuel Gary Jr. & Associates, Inc.
NORTH	CONGDON O G 1	15055202740000	Samuel Gary Jr. & Associates, Inc.
CONGDON	CONGDON O G I	13033202740000	Samuel Gary 31. & Associates, Inc.
NORTH	DEREMUS 4-33	15055222600000	Samuel Gary Jr. & Associates, Inc.
CONGDON	DEIGHWOS + 33	13033222000000	Banaci Gary 31. & Associates, Inc.
NORTH	FEDERAL LANK BANK - B 1	15055202920000	Samuel Gary Jr. & Associates, Inc.
CONGDON		12022202920000	Summer Sury on eerissociates, inc.
NORTH	FINNUP A-2	15055218820000	Samuel Gary Jr. & Associates, Inc.
CONGDON			
NORTH	FINNUP A 1	15055204550003	Samuel Gary Jr. & Associates, Inc.
CONGDON			
NORTH	M DEREMUS 2 FLB	15055217510000	Samuel Gary Jr. & Associates, Inc.
CONGDON			
NORTH	M DEREMUS 3	15055217620001	Samuel Gary Jr. & Associates, Inc.
CONGDON			
NORTH	NEELEY 8 TWIN	15055222700000	Samuel Gary Jr. & Associates, Inc.
CONGDON			
NORTH	NEELEY 5	15055218020001	Samuel Gary Jr. & Associates, Inc.
CONGDON			
NORTH	NEELEY 6	15055218140001	Samuel Gary Jr. & Associates, Inc.
CONGDON			
NORTH	NEELEY SW 3	15055217640000	Samuel Gary Jr. & Associates, Inc.
CONGDON		1.50.55.100.10000	
NORTH	NEELEY SW 7	15055218810000	Samuel Gary Jr. & Associates, Inc.
CONGDON	NEEL EXCEL D. 1.33	150550000100001	
NORTH	NEELEY-FLB 1-33	15055223210001	Samuel Gary Jr. & Associates, Inc.
CONGDON	NEEL V. 11	15055004000100	
NORTH	NEELY 11	15055224890100	Samuel Gary Jr. & Associates, Inc.

AREA	WELL NAME	API NUMBER	OPERATOR
CONGDON			
NORTH	NEELY S W 2	15055203880002	Samuel Gary Jr. & Associates, Inc.
	1200		,
MORTON			
COUNTY	ANADARKO B-2	15129215840000	Samuel Gary Jr. & Associates, Inc.
MORTON			
COUNTY	ANADARKO B-3	15129215920000	Samuel Gary Jr. & Associates, Inc.
MORTON			
COUNTY	BARKER B-1-22	15129206060001	Samuel Gary Jr. & Associates, Inc.
MORTON			
COUNTY	CALLAHAN A-1	15129212760001	Samuel Gary Jr. & Associates, Inc.
MORTON			
COUNTY	DUNKLE A-2	15129207530003	Samuel Gary Jr. & Associates, Inc.
MORTON	CODICAGO	1512010142000	
COUNTY	GOING 1-26	15129101420000	Samuel Gary Jr. & Associates, Inc.
MORTON	COINC 1 25	15120101420000	Compal Comp In & Associates Inc
COUNTY MORTON	GOING 1-35	15129101430000	Samuel Gary Jr. & Associates, Inc.
COUNTY	GOING A-5	15129214830000	Samuel Gary Jr. & Associates, Inc.
MORTON	GOING A-3	13129214030000	Samuel Gary Jr. & Associates, Inc.
COUNTY	GOING A-6	15129215030002	Samuel Gary Jr. & Associates, Inc.
MORTON	GOINGTO	1312)213030002	Surface Gury 31. & Associates, Inc.
COUNTY	GOING A-7	15129215170001	Samuel Gary Jr. & Associates, Inc.
MORTON		1012/2101/0001	Surrous conferences, mer
COUNTY	GOING B-1	15129207250004	Samuel Gary Jr. & Associates, Inc.
MORTON			, ,
COUNTY	GOING B-3	15129214480002	Samuel Gary Jr. & Associates, Inc.
MORTON			-
COUNTY	GOING B-4	15129214570001	Samuel Gary Jr. & Associates, Inc.

AREA	WELL NAME	API NUMBER	OPERATOR
MODTON			
MORTON COUNTY	GREGG D-1	15129204480000	Samuel Gary Jr. & Associates, Inc.
MORTON	GREGO D-1	13129204460000	Samuel Gary Jr. & Associates, Inc.
COUNTY	HILL B-2	15129215130000	Samuel Gary Jr. & Associates, Inc.
MORTON	THEE B 2	1312)213130000	Builder Gury 31. & Associates, Inc.
COUNTY	HJV MANGELS A-1	15129216330000	Samuel Gary Jr. & Associates, Inc.
MORTON	THE VIVILLA CELEBRATA	1512)210550000	summer sury on eer issociates, inc.
COUNTY	LEWIS, EP B-1	15129203530000	Samuel Gary Jr. & Associates, Inc.
MORTON			
COUNTY	LOW C-2	15129300120001	Samuel Gary Jr. & Associates, Inc.
MORTON			
COUNTY	MURPHY C-1	15129101260000	Samuel Gary Jr. & Associates, Inc.
MORTON			
COUNTY	MURPHY C-2	15129216350000	Samuel Gary Jr. & Associates, Inc.
MORTON			
COUNTY	MURPHY C-3	15129217260000	Samuel Gary Jr. & Associates, Inc.
MORTON			
COUNTY	RATZLAFF C-2A	15129215410000	Samuel Gary Jr. & Associates, Inc.
MORTON			
COUNTY	THUROW A-2	15129215260000	Samuel Gary Jr. & Associates, Inc.
MORTON	THEN IS DO	15120215140002	
COUNTY	TURNER D-2	15129215140002	Samuel Gary Jr. & Associates, Inc.
MORTON	LICA DADKED A 2	15120215470002	Companyal Company In the Associates Inc.
COUNTY MORTON	USA BARKER A-3	15129215470002	Samuel Gary Jr. & Associates, Inc.
COUNTY	USA BARKER D-1	15129216570001	Samuel Gary Jr. & Associates, Inc.
MORTON	USA DARRER D-1	13129210370001	Samuel Gary Jr. & Associates, IIIC.
COUNTY	USA DUNKLE A-3	15129215570000	Samuel Gary Jr. & Associates, Inc.
2001111	CONDUMENT S	1312/213370000	burner dary 31. & Associates, IIIc.
SERU	STIRRUP UNIT 10-1	15129217720000	Samuel Gary Jr. & Associates, Inc.

AREA	WELL NAME	API NUMBER	OPERATOR
SERU	STIRRUP UNIT 10-2	15129211030000	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 11-1	15129211940002	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 11-2	15129216970000	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 12-1	15129209490001	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 12-2	15129211440001	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 13-1	15129216990000	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 14-1	15129217000000	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 14-2	15129217680000	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 14-3	15129210000000	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 14-4	15129216980000	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 14-5	15129211190001	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 15-1	15129211160000	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 16-1	15129207480000	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 17-1	15129210760002	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 18-1	15129210820002	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 19-1	15129217010000	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 2-1	15129211410001	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 4-1	15129210860001	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 4-2	15129217710001	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 5-1	15129211080000	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 5-3	15129216940000	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 9-1	15129216950000	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 9-2	15129211670001	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 9-3	15129216960000	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 9-4	15129209310001	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 9-5	15129211180000	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 9-6	15129217040000	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 9-7	15129217670000	Samuel Gary Jr. & Associates, Inc.
SERU	STIRRUP UNIT 9-8	15129211170001	Samuel Gary Jr. & Associates, Inc.

AREA	WELL NAME	API NUMBER	OPERATOR
STEVENS	SMU 3316A	15119212920000	Samuel Gary Jr. & Associates, Inc.
STEVENS	SMU 3513	15119213190000	Samuel Gary Jr. & Associates, Inc.
	STEVENS (MORROW) UNIT		
STEVENS	SMU 205	15119100140002	Samuel Gary Jr. & Associates, Inc.
	STEVENS (MORROW) UNIT		
STEVENS	SMU 213	15119211870000	Samuel Gary Jr. & Associates, Inc.
	STEVENS (MORROW) UNIT		
STEVENS	SMU 214	15119212030001	Samuel Gary Jr. & Associates, Inc.
	STEVENS (MORROW) UNIT		
STEVENS	SMU 301	15119100300002	Samuel Gary Jr. & Associates, Inc.
	STEVENS (MORROW) UNIT		
STEVENS	SMU 305	15119205930002	Samuel Gary Jr. & Associates, Inc.
	STEVENS (MORROW) UNIT		
STEVENS	SMU 309A	15119210560001	Samuel Gary Jr. & Associates, Inc.
GENERALES VO	STEVENS (MORROW) UNIT	1.7.1.0.1.0.0.1.0.0.2	
STEVENS	SMU 3316	15119100010002	Samuel Gary Jr. & Associates, Inc.
CENTER IO	STEVENS (MORROW) UNIT	15110205110002	
STEVENS	SMU 3510	15119207110002	Samuel Gary Jr. & Associates, Inc.
OTENIO	STEVENS (MORROW) UNIT	15110210700001	
STEVENS	SMU 3516	15119210790001	Samuel Gary Jr. & Associates, Inc.
STEVENS	STEVENS (MORROW) UNIT SMU 3605	15119211230003	Compact Computer Pr. Accordates Inc.
SIEVENS	STEVENS (MORROW) UNIT	13119211230003	Samuel Gary Jr. & Associates, Inc.
STEVENS	204	15119206790002	Samual Carry Ir. & Associates Inc.
SIEVENS	STEVENS (MORROW) UNIT	13117400790004	Samuel Gary Jr. & Associates, Inc.
STEVENS	206	15119206480002	Samuel Gary Jr. & Associates, Inc.
DIEVENO	STEVENS (MORROW) UNIT	13117200400002	Bamuer Gary Jr. & Associates, IIIc.
STEVENS	208	15119210750000	Samuel Gary Jr. & Associates, Inc.
DILVLIND	200	13117210730000	Damaci Gary Jr. & Associates, Inc.

AREA	WELL NAME	API NUMBER	OPERATOR
	STEVENS (MORROW) UNIT		
STEVENS	303	15119210740000	Samuel Gary Jr. & Associates, Inc.
	STEVENS (MORROW) UNIT		
STEVENS	310	15119100280001	Samuel Gary Jr. & Associates, Inc.
ampre 170	STEVENS (MORROW) UNIT	1-110-110-000	
STEVENS	312	15119211970000	Samuel Gary Jr. & Associates, Inc.
	STEVENS (MORROW) UNIT		
STEVENS	3611	15119210780000	Samuel Gary Jr. & Associates, Inc.
	STEVENS MORROW UNIT		
STEVENS	201A	15119211500001	Samuel Gary Jr. & Associates, Inc.
	STEVENS MORROW UNIT		
STEVENS	306A	15119210550000	Samuel Gary Jr. & Associates, Inc.
	STEVENS MORROW UNIT		
STEVENS	3509A	15119211050000	Samuel Gary Jr. & Associates, Inc.
	STEVENS MORROW UNIT		
STEVENS	3605A	15119211290001	Samuel Gary Jr. & Associates, Inc.
	STEVENS MORROW UNIT		
STEVENS	SMU 307A	15119210600001	Samuel Gary Jr. & Associates, Inc.
	STEVENS MORROW UNIT		
STEVENS	SMU 311A	15119210620001	Samuel Gary Jr. & Associates, Inc.
STEVENS	STEVENS MORROW UNIT 308	15119100270001	Samuel Gary Jr. & Associates, Inc.
STEVENS	STEVENS UNIT SMU 316	15119211940001	Samuel Gary Jr. & Associates, Inc.
STEVENS	STEVENS UNIT SMU 3606	15119211270001	Samuel Gary Jr. & Associates, Inc.
	STEVENS-MORROW UNIT		
STEVENS	3515	15119100200002	Samuel Gary Jr. & Associates, Inc.
	STEVENS-MORROW UNIT		•
STEVENS	3612	15119101210001	Samuel Gary Jr. & Associates, Inc.
STEVENS NON-			
UNIT	COLLINGWOOD 9	15119213500000	Samuel Gary Jr. & Associates, Inc.

AREA	WELL NAME	API NUMBER	OPERATOR
OTENIENIC NON			
STEVENS NON- UNIT	COLLINGWOOD EDNA 1	15119000240001	Samuel Gary Jr. & Associates, Inc.
STEVENS NON-	COLLING WOOD EDNA I	13119000240001	Samuel Gary Jr. & Associates, Inc.
UNIT	EDNA COLLINGWOOD 2	15119100880000	Samuel Gary Jr. & Associates, Inc.
STEVENS NON-			
UNIT	EDNA COLLINGWOOD 4	15119100900002	Samuel Gary Jr. & Associates, Inc.
STEVENS NON-			
UNIT	EDNA COLLINGWOOD 6	15119211730000	Samuel Gary Jr. & Associates, Inc.
STEVENS NON-			
UNIT	EDNA COLLINGWOOD 8	15119211860001	Samuel Gary Jr. & Associates, Inc.
STEVENS NON-			
UNIT	HUSH 1	15119212510000	Samuel Gary Jr. & Associates, Inc.
STEVENS NON-	STEVENS (MORROW) UNIT		
UNIT	SMU 304	15119210390001	Samuel Gary Jr. & Associates, Inc.
STEWART NON-			
UNIT	WILLIAM E BECKER 5-3	15055209770002	Samuel Gary Jr. & Associates, Inc.
STEWART NON-			
UNIT	BECKER 5-4	15055218590001	Samuel Gary Jr. & Associates, Inc.
STEWART NON-	DEGUED 4.4	1.505.5010.50000	
UNIT	BECKER 5-5	15055218600000	Samuel Gary Jr. & Associates, Inc.
STEWART NON-	CARR 2.4	15055200420000	
UNIT	CARR 2-4	15055209430000	Samuel Gary Jr. & Associates, Inc.
STEWART NON-	CARR 2.5	15055212460001	Canada I. O. Aaaaa'ataa I.aa
UNIT	CARR 2-5	15055212460001	Samuel Gary Jr. & Associates, Inc.
STEWART NON-	CARR 2.6	15055214570000	Compact Compac
UNIT STEWART NON-	CARR 2-6	15055214570000	Samuel Gary Jr. & Associates, Inc.
UNIT	CADD TRUCT 1.2	15055214110000	Compal Comp In & Associates Inc
UNII	CARR TRUST 1-2	15055214110000	Samuel Gary Jr. & Associates, Inc.

AREA	WELL NAME	API NUMBER	OPERATOR
STEWART NON-			
UNIT	HAAG 1-8	15055209160000	Samuel Gary Jr. & Associates, Inc.
STEWART NON-			
UNIT	HAAG 2-8	15055209390000	Samuel Gary Jr. & Associates, Inc.
STEWART NON-			
UNIT	HAAG FARMS 2	15055204910000	Samuel Gary Jr. & Associates, Inc.
STEWART NON-			
UNIT	Haag Farms 3	15055205320000	Samuel Gary Jr. & Associates, Inc.
STEWART NON-			
UNIT	HAFLICH 8-1	15055209790000	Samuel Gary Jr. & Associates, Inc.
STEWART NON-			
UNIT	HAFLICH 8-2	15055209910000	Samuel Gary Jr. & Associates, Inc.
STEWART NON-			
UNIT	HERBERT 17-1	15055209440000	Samuel Gary Jr. & Associates, Inc.
STEWART NON-			
UNIT	ISAAC ADAMS 8-1	15055218030000	Samuel Gary Jr. & Associates, Inc.
STEWART NON-			
UNIT	OPSTAD 35-2	15055212290000	Samuel Gary Jr. & Associates, Inc.
STEWART NON-			
UNIT	WILEY 5-1	15055208790000	Samuel Gary Jr. & Associates, Inc.