

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
April 2019
Form must be Typed
Form must be Signed
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,
MUST be submitted with this form.

Check applicable boxes:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- Gas Gathering System: _____
- Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from N / S Line
_____ feet from E / W Line
- Enhanced Recovery Project Permit No.: _____
Entire Project: Yes No
Number of Injection Wells _____ **

Field Name: _____

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

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

____ - ____ - ____ - ____ Sec. ____ Twp. ____ R. E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Type of Pit: Emergency Burn Settling Haul-Off Workover Drilling

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

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

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

Permit No.: _____ . Recommended action: _____

Date: _____

Authorized Signature

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

permitted by No.: _____ .

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
_____	_____	<i>Circle:</i> FSL/FNL	<i>Circle:</i> 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 2014

Form Must Be Typed

Form must be Signed

All blanks must be Filled

**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Well Location:

____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West

County: _____

Lease Name: _____ Well #: _____

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

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: _____ Signature of Operator or Agent: _____ Title: _____

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (this "*Assignment*"), is made and entered this 30th day of April, 2021, but is effective as of February 1, 2021, at 7:00 a.m. Central Daylight Time (the "*Effective Time*"), from PetroSantander (USA) Inc., a Delaware corporation ("*Assignor*"), with a mailing address of 675 Bering Drive, Suite 350, Houston, Texas 77057, and High Plains Energy Partners, LLC, a Colorado limited liability company ("*Assignee*"), whose address is 1515 Wynkoop St., STE 700, Denver, CO 80202.

WITNESSETH:

This Assignment is made pursuant to the terms of that certain Purchase and Sale Agreement dated April 30, 2021 by and among PetroSantander (USA) Inc. and Assignee and the other parties thereto (the "*Purchase and Sale Agreement*").

That Assignor, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, does sell, transfer, assign, and convey to Assignee, all of Assignor's right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, in and to the following (less and except the Excluded Assets, as such term is defined below) (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; 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 located on the Leases and the Lands, including those shown on **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, 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;

(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*"), except, in each case, to the extent held or used in connection with the ownership or operation of the Stewart CO₂ Pipeline or comprising CO₂ Pipeline Facilities or CO₂ Equipment;

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

(f) All Hydrocarbons attributable to Assignor's interest in the Assets in storage or existing in stock tanks or pipelines and all linefill in such pipelines;

(g) All contracts, agreements and instruments by which the Properties are bound, or that relate to or are otherwise applicable to the Properties (except for that certain CO2 Purchase and Sale Agreement dated March 10, 2010 by and between Bonanza Bioenergy, LLC and Assignor, as amended, and that certain Carbon Dioxide Gathering and Injection Agreement dated August 7, 2020 by and among Assignor, Bonanza Bioenergy, LLC and Murex LLC and all other contracts, agreements and instruments that relate to or are otherwise applicable to the CO2 Pipeline Assets), 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, the Hydrocarbons produced from the Properties, including those identified on **Schedule 1.2(i)**, but excluding, master services agreements and the instruments constituting the Leases or Easements (subject to such exclusions, the "**Contracts**");

(h) 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 1.2(j)** (the "**Easements**");

(i) All equipment, machinery, fixtures and other tangible personal property (other than vehicles that are addressed specifically by of subsection (k), below) and improvements owned by Assignor that are located on the Properties and used or held for use in connection with the operation of the Properties (collectively, the "**Property Equipment**"), but excluding any equipment, machinery, fixtures or other tangible personal property used or held for use in connection with the operation of the CO2 Pipeline Assets (including CO2 Pipeline Facilities);

(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), (v) 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;

- (k) Those vehicles specifically listed on **Schedule 1.2(m)**; and
- (l) The office identified on **Schedule 1.2(n)**.

EXCEPTING AND RESERVING to Assignor, however, as to each of the Assets described in (a) through (l) above all of the following (collectively, the "**Excluded Assets**"):

(a) all corporate, partnership, limited liability company, financial, income and franchise 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 1.2(i) of the Purchase and Sale Agreement and copies of any other Records retained by Assignor pursuant to Section 1.5 of the Purchase and Sale Agreement;

(b) all reserve estimates, economic estimates, and, to the extent excluded from Section 1.2(i) of the Purchase and Sale Agreement, 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 other than the vehicles listed on **Schedule 1.2(m)**;

(i) any agreements excluded from the definition of “Contracts” in Section 1.2(i) of the Purchase and Sale Agreement;

(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 April 30, 2021;

(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 “PetroSantander” and all derivatives thereof; and

(r) a 2018 Chevrolet 1500 4X4 Pickup, VIN 3GTU2NEJ3JG611008, currently assigned to Pete Kuneyl, including tools and tool box and related equipment in the truck.

TO HAVE AND TO HOLD to Assignee, its successors and assigns, forever, subject to the Permitted Encumbrances, as such term is defined in the Purchase and Sale Agreement, and the other terms and provisions of this Assignment and of the Purchase and Sale Agreement referred to below.

This Assignment is made by Assignor and accepted by Assignee subject to the following terms and conditions:

1. **Effective Time.** This Assignment is effective as of the Effective Time.

2. **Purchase and Sale Agreement.** This Assignment is expressly made subject to the Purchase and Sale Agreement. If there is a conflict between this Assignment and the Purchase and Sale Agreement, the Purchase and Sale Agreement controls. Capitalized terms used and not otherwise defined in this Assignment are used with the meanings given thereto in the Purchase and Sale Agreement.

3. Disclaimers.

EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN SECTION 4 OF THIS ASSIGNMENT OR IN THE PURCHASE AND SALE AGREEMENT, (a) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (b) 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 (OR ANY OF ITS REPRESENTATIVES) BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ASSIGNOR OR ANY OF ITS AFFILIATES).

IN PARTICULAR, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (a) TITLE TO ANY OF THE ASSETS, (b) 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, (c) THE QUANTITY, QUALITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE ASSETS, (d) ANY ESTIMATES OF THE VALUE OF THE ASSETS, FUTURE REVENUES GENERATED BY THE ASSETS OR FUTURE COSTS ASSOCIATED WITH THE ASSETS, (e) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (f) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (g) THE CONTENT, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY THIRD PARTIES, (h) 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 THE PURCHASE AND SALE AGREEMENT 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 (i) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT.

EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE 3 OF PURCHASE AND SALE AGREEMENT, ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS (AS IN EFFECT ON THE DATE HEREOF OR AS SUBSEQUENTLY ENACTED OR AMENDED), 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 ASSIGNEE IS DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

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 3 are "conspicuous" disclaimers for the purpose of any applicable Law.

4. **Special Warranty of Title.** This Assignment is made, executed and delivered without warranty of title, either express or implied, even as to a return of the purchase price, except that Assignor specially warrants and agrees to defend Defensible Title, as such term is defined in the Purchase and Sale Agreement, to the Assets against the claims and demands of all Persons claiming by, through or under Assignor or its Affiliates, but not otherwise, up to the portion of the Allocated Value allocable to the applicable Asset, but with full right of substitution and subrogation of Assignee in and to all claims Assignor has or may have against all preceding owners.

5. **Assumption by Assignee.** Subject to the terms and conditions of the Purchase and Sale Agreement, Assignor assumes and will fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the obligations and liabilities of Assignor, direct or indirect, known or unknown, absolute or contingent, arising in connection with or attributable or related to the Assets hereunder and the ownership and operation thereof, regardless of whether such obligations or liabilities arose prior to, on or after the Effective Time, including but not limited to obligations to (a) furnish makeup gas according to the terms of applicable gas sales, gathering or transportation contracts, and to satisfy all other gas balancing obligations, if any, (b) pay working interests, royalties, overriding royalties and other interests (including the Suspense Funds identified on Schedule 3.20 of the Purchase and Sale Agreement), (c) subject to Assignor's obligations under Section 2.2 of the Purchase and Sale Agreement, pay all Property Costs, (d) perform all obligations applicable to or imposed on the lessee, owner, or operator under the Leases or related contracts, or as required by applicable Laws, (e) pay and satisfy all obligations for plugging, abandonment, and other Decommissioning Obligations of the Assets, (f) pay and satisfy all obligations with respect to any employees of Assignor who are hired by Assignee or any of its Affiliates and that relate to periods from and after the Closing Date, including, without limitation, providing any benefits to such employees and payroll and other withholding Taxes, and (g) pay and satisfy all other matters not constituting Excluded Obligations (all of said obligations and liabilities, subject to the exclusions below, are referred to in this Agreement as the "***Assumed Obligations***"); **provided, however,** that the Assumed Obligations do not include, and Assignee has

no obligation to assume (and Assignor expressly retains), any obligations or liabilities of Assignor to the extent that they are (such excluded obligations and liabilities, the “*Excluded Obligations*”):

- (i) attributable to or arise out of the Excluded Assets;
- (ii) Retained Employee Liabilities;
- (iii) Taxes imposed on or with respect to the ownership or operation of the Assets or the production of Hydrocarbons or the receipt of proceeds therefrom that are attributable to any Tax period (or portion thereof) ending before the Effective Time;
- (iv) attributable to or arise out of Death or personal injury to (or damage to personal property of) Third Party individuals related to or arising out of Assignor’s or any of its Affiliate’s ownership or operation of the Assets occurring prior to April 30, 2021;
- (v) attributable to or arise out of Hazardous Materials related to or arising out of the ownership or operation of the Assets that, prior to April 30, 2021, were transported or disposed of or arranged for transport or disposal by any member of Seller Group off of the Lands;
- (vi) attributable to or arise out of any payment, nonpayment or mispayment of royalties or other burdens measureable out of production during Assignor’s period of ownership or operation of the Assets prior to April 30, 2021;
- (vii) attributable to or arise out of any Property Costs attributable to time periods prior to the Effective Time;
- (viii) attributable to or arise out of any fines or penalties imposed or assessed by any Governmental Body related to or arising out of the ownership or operation of the Assets during Assignor’s period of ownership or operation prior to April 30, 2021;
- (ix) attributable to or arise out of any Proceedings that are pending as of April 30, 2021 and related to or arising out of ownership or operation of the Assets during Assignor’s period of ownership or operation; or
- (x) attributable to arise out of any Escheat Funds.

6. **Further Assignments.** Assignee acknowledges that this Assignment is a global assignment intended for filing with the applicable counties in which the Assets are located, and that Assignee and Assignor have separately entered into multiple assignments for the purpose of recording the assignment of the Assets with the Governmental Body, if necessary.

7. **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 extend to, bind and inure to the benefit of the Parties, their heirs, successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Assignment is executed by the duly authorized officers or representatives of the Parties as of the date first set forth above.

ASSIGNOR:

PETROSANTANDER (USA), INC.

By: 

Name: CHRISTOPHER J. WHITE

Title: PRESIDENT

ASSIGNEE:

HIGH PLAINS ENERGY PARTNERS, LLC

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF HARRIS §

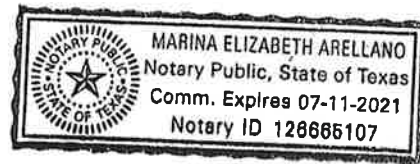
BEFORE ME, the undersigned Notary Public, on this day personally appeared Christopher J. Whyte, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as President of PetroSantander (USA) Inc., on the day and year therein mentioned and as the act and deed of said corporation, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of April, 2021.

Marina E. Arellano

Notary Public

My Commission Expires: July 11, 2021



STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, 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 _____ for _____, a _____, on the day and year therein mentioned and as the act and deed of said corporation, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this [] day of [], 2021.

Notary Public

My Commission expires _____

IN WITNESS WHEREOF, this Assignment is executed by the duly authorized officers or representatives of the Parties as of the date first set forth above.

ASSIGNOR:

PETROSANTANDER (USA), INC.

By: _____

Name:

Title:

ASSIGNEE:

HIGH PLAINS ENERGY PARTNERS, LLC

By: *Nicole M. Johnson*

Name: Nicole M. Johnson

Title: VP Finance

STATE OF COLORADO §

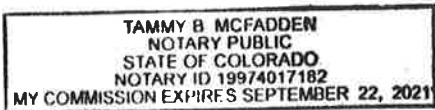
COUNTY OF Denver §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Nicole M. Johnson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she, being fully authorized to do so, executed and delivered the same as VP Finance for High Plains Energy Partners, 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 30th day of April, 2021.

Tammy B McFadden
Notary Public

My Commission expires _____



**Exhibit A-1
Wells and Units**

[Attached]

EXHIBIT A-1 WELLS AND UNITS

Lease/Well Name	Well No.	API Number	County	Sec	Twp	Rge	Dir	Well Type	KDOR OIL	KDOR GAS
STEWART (MORROW) UNIT										
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	135090	
BULGER	7-12	15-055-21804-0000	Finney	7	23	30	W	OIL	126551	
BULGER	7-17	15-055-21828-0001	Finney	7	23	30	W	OIL	145485	
BULGER	7-4	15-055-20726-0000	Finney	7	23	30	W	OIL	126551	
BULGER	7-3	15-055-20712-0000	Finney	7	23	30	W	SWD		
STEWART UNIT	BULGER 7-13	15-055-21657-0001	Finney	7	23	30	W	EOR	126551	
STEWART UNIT	BULGER 7-5	15-055-20731-0001	Finney	7	23	30	W	EOR		
STEWART UNIT BULGER	7-16	15-055-21787-0000	Finney	7	23	30	W	OIL	133362	
CARR	2-1 WIW	15-055-20663-0003	Finney	2	23	31	W	EOR		
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	133362	
NELSON	2-4	15-055-20787-0001	Finney	2	23	31	W	OIL	145971	
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	133362	
SHERMAN	3-6	15-055-20931-0001	Finney	3	23	31	W	OIL	133362	
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		
SCOTT	4-1	15-055-20795-0000	Finney	4	23	31	W	OIL	135148	
SCOTT	4-10	15-055-21669-0000	Finney	4	23	31	W	OIL	133362	
SCOTT	4-4	15-055-20845-0000	Finney	4	23	31	W	OIL	133362	
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	135234	
PAULS	9-2	15-055-20818-0000	Finney	9	23	31	W	OIL	135234	
PAULS ALLEY	1	15-055-21729-0002	Finney	9	23	31	W	EOR		
STEWART UNIT PAULS	9-5	15-055-21558-0002	Finney	9	23	31	W	EOR		
STEWART UNIT 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	131407	

EXHIBIT A-1 WELLS AND UNITS

MEYER	10-7	15-055-21646-0000	Finney	10	23	31	W	OIL	133362
STEWART UNIT 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	133362
SHERMAN	2	15-055-20621-0000	Finney	11	23	31	W	OIL	133362
SHERMAN	4	15-055-20636-0000	Finney	11	23	31	W	OIL	133362
SHERMAN	8	15-055-21647-0001	Finney	11	23	31	W	OIL	135141
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	133362
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	108575
MACKEY	7	15-055-21645-0003	Finney	12	23	31	W	OIL	133362
MACKEY	8	15-055-21656-0000	Finney	12	23	31	W	OIL	133362

Lease Name	Well No.	API Number	County	Sec	Twp	Rge	Dir	Well Type	KDOR OIL	KDOR GAS
CONGDON NORTH UNIT										
FINNUP A	1	15-055-20455-0003	Finney	27	23	32	W	EOR	114710	
CONGDON	12-28	15-055-22274-0001	Finney	28	23	32	W	EOR	147237	
CONGDON	10-28	15-055-22264-0000	Finney	28	23	32	W	OIL	147237	
CONGDON	11-28	15-055-22273-0000	Finney	28	23	32	W	OIL	147237	
CONGDON	2	15-055-20291-0002	Finney	28	23	32	W	OIL	147237	
CONGDON	5	15-055-21905-0000	Finney	28	23	32	W	OIL	147237	
CONGDON	6-28	15-055-22256-0000	Finney	28	23	32	W	OIL	147237	
CONGDON	7-28	15-055-22258-0000	Finney	28	23	32	W	OIL	147237	
CONGDON	8-28	15-055-22259-0000	Finney	28	23	32	W	OIL	147237	
CONGDON	9-28	15-055-22263-0000	Finney	28	23	32	W	OIL	147237	
CONGDON O G	1	15-055-20274-0000	Finney	28	23	32	W	OIL	111324	
DEREMUS	4-33	15-055-22260-0000	Finney	33	23	32	W	OIL	147237	
FEDERAL LANK BANK - B	1	15-055-20292-0000	Finney	33	23	32	W	OIL	147237	
M DEREMUS	3	15-055-21762-0001	Finney	33	23	32	W	EOR		
M DEREMUS	2 FLB	15-055-21751-0000	Finney	33	23	32	W	OIL	147237	
NEELEY	5	15-055-21802-0001	Finney	33	23	32	W	EOR		
NEELEY	6	15-055-21814-0001	Finney	33	23	32	W	EOR		
NEELEY	8 TWIN	15-055-22270-0000	Finney	33	23	32	W	OIL	147237	
NEELEY SW	3	15-055-21764-0000	Finney	33	23	32	W	OIL	147237	
NEELEY SW	7	15-055-21881-0000	Finney	33	23	32	W	OIL	147237	
NEELEY-FLB	1-33	15-055-22321-0000	Finney	33	23	32	W	OIL	147237	
NEELY	11	15-055-22489-0100	Finney	33	23	32	W	EOR		
NEELY S W	2	15-055-20388-0002	Finney	33	23	32	W	EOR		

EXHIBIT A-1 WELLS AND UNITS

MCFERREN LEASE									
MCFERREN	3	15-055-20424-0001	Finney	33	23	32	W	EOR	
MCFERREN	6	15-055-21728-0000	Finney	33	23	32	W	EOR	
MCFERREN	1	15-055-20401-0000	Finney	33	23	32	W	OIL	113523
MCFERREN	2	15-055-20414-0000	Finney	33	23	32	W	OIL	113523
MCFERREN	7	15-055-21745-0000	Finney	33	23	32	W	OIL	113523
MCFERREN	9	15-055-21817-0000	Finney	33	23	32	W	OIL	113523
MCFERREN	5	15-055-21726-0002	Finney	33	23	32	W	PI	113523
MCFERREN	8	15-055-21746-0000	Finney	33	23	32	W	WSW	
MCFERREN-NEELY UNIT	1	15-055-21789-0000	Finney	33	23	32	W	EOR	

Lease Name	Well No.	API Number	County	Sec	Twp	Rge	Dir	Well Type	KDOR OIL	KDOR GAS
HUGOTON GAS WELLS										
ALLEY TRUST	1	15-055-21677-0001	Finney	9	23	31	W	GAS		224786
BECKER	5-1	15-055-20851-0001	Finney	5	23	31	W	GAS		217495
FINNUP	A-2	15-055-21882-0000	Finney	27	23	32	W	GAS		226537
HARRINGTON-SCOTT	1	15-055-21727-0001	Finney	4	23	31	W	GAS		227280
LILLY	1	15-055-21695-0000	Finney	34	22	31	W	GAS		224278
MERRILL	1	15-055-21304-0000	Finney	8	23	31	W	GAS		219756
MERRILL	2-8	15-055-21504-0000	Finney	8	23	31	W	GAS		219756
PAULS	9-3	15-055-20832-0000	Finney	9	23	31	W	GAS		227543
RAMSEY	18-2	15-055-20790-0001	Finney	18	23	30	W	GAS		225523
SCOTT	4-3	15-055-20829-0000	Finney	4	23	31	W	GAS		216804
SHERMAN	5	15-055-20637-0002	Finney	11	23	31	W	GAS		224788
SHERMAN MEYER	1-10	15-055-21758-0000	Finney	10	23	31	W	GAS		224787
SHERMAN TRUST	1	15-055-21747-0000	Finney	3	23	31	W	GAS		224279
TREKELL	6-1	15-055-21888-0000	Finney	6	23	31	W	HI		227071
JONES TRUST	10-1	15-055-21915-0000	Finney	10	23	31	W	HI		227723

STEWART AREA LEASES

Lease Name	Well No.	API Number	County	Sec	Twp	Rge	Dir	Well Type	KDOR OIL	KDOR GAS
WYLIE LEASE										
WILEY	5-1	15-055-20879-0000	Finney	5	23	30	W	OIL	129788	
HAAG FARMS LEASE										
HAAG FARMS	2	15-055-20491-0000	Finney	6	23	30	W	OIL	114458	
HAAG FARMS	3	15-055-20532-0000	Finney	6	23	30	W	OIL	114458	
HAAG LEASE										
HAAG	1-8	15-055-20916-0003	Finney	8	23	30	W	EOR		
HAAG	2-8	15-055-20939-0000	Finney	8	23	30	W	OIL	130121	
HAFlich UNIT										
HAFlich	8-1	15-055-20979-0001	Finney	8	23	30	W	EOR	130853	
HAFlich	8-2	15-055-20991-0000	Finney	8	23	30	W	OIL	130853	
ISAAC ADAMS	8-1	15-055-21803-0001	Finney	8	23	30	W	EOR		

EXHIBIT A-1 WELLS AND UNITS

HERBERT LEASE										
HERBERT	17-1	15-055-20944-0001	Finney	17	23	30	W	OIL		130979
OPSTAD LEASE										
OPSTAD	35-2	15-055-21229-0000	Finney	35	22	31	W	OIL		132247
CARR LEASE										
CARR	2-5	15-055-21246-0001	Finney	2	23	31	W	EOR		
CARR	2-4	15-055-20943-0000	Finney	2	23	31	W	OIL		135079
CARR	2-6	15-055-21457-0000	Finney	2	23	31	W	OIL		135079
CARR TRUST	1-2	15-055-21411-0000	Finney	2	23	31	W	OIL		134815
BECKER LEASE										
BECKER	5-4	15-055-21859-0001	Finney	5	23	31	W	EOR		136437
BECKER	5-5	15-055-21860-0000	Finney	5	23	31	W	OIL		136437
WILLIAM E BECKER	5-3	15-055-20977-0002	Finney	5	23	31	W	OIL		136437
PAULS LEASE										
PAULS	1-9	15-055-21693-0000	Finney	9	23	31	W	OIL		135234

Lease Name	Well No.	API Number	County	Sec	Twp	Rge	Dir	Well Type	KDOR OIL	KDOR GAS
EDNA COLLINGWOOD LEASE										
COLLINGWOOD	9	15-119-21350-0000	Meade	1	33	30	W	OIL	137988	
COLLINGWOOD EDNA	1	15-119-00024-0001	Meade	1	33	30	W	OIL	109212	
EDNA COLLINGWOOD	2	15-119-10088-0000	Meade	1	33	30	W	OIL	109212	
EDNA COLLINGWOOD	4	15-119-10090-0002	Meade	1	33	30	W	EOR		
EDNA COLLINGWOOD	6	15-119-21173-0000	Meade	1	33	30	W	OIL	137988	
EDNA COLLINGWOOD	8	15-119-21186-0001	Meade	1	33	30	W	EOR		
HUSH LEASE										
HUSH	1	15-119-21251-0000	Meade	10	33	30	W	OIL	140866	
STEVENS (MORROW) UNIT										
SMU	3316A	15-119-21292-0000	Meade	33	32	30	W	OIL	135634	232752
SMU	3513	15-119-21319-0000	Meade	35	32	30	W	EOR		
STEVENS (MORROW) UNIT	204	15-119-20679-0002	Meade	2	33	30	W	EOR		
STEVENS (MORROW) UNIT	206	15-119-20648-0002	Meade	2	33	30	W	OIL	135634	
STEVENS (MORROW) UNIT	208	15-119-21075-0000	Meade	2	33	30	W	EOR		
STEVENS (MORROW) UNIT	303	15-119-21074-0000	Meade	3	33	30	W	EOR		
STEVENS (MORROW) UNIT	306A	15-119-21055-0000	Meade	3	33	30	W	OIL	135634	
STEVENS (MORROW) UNIT	308	15-119-10027-0001	Meade	3	33	30	W	OIL	135634	
STEVENS (MORROW) UNIT	310	15-119-10028-0001	Meade	3	33	30	W	OIL	135634	
STEVENS (MORROW) UNIT	312	15-119-21197-0000	Meade	3	33	30	W	OIL	135634	
STEVENS (MORROW) UNIT	3515	15-119-10020-0002	Meade	35	32	30	W	OIL	135634	
STEVENS (MORROW) UNIT	3611	15-119-21078-0000	Meade	36	32	30	W	EOR		
STEVENS (MORROW) UNIT	3612	15-119-10121-0001	Meade	36	32	30	W	OIL	135634	
STEVENS (MORROW) UNIT	SMU 205	15-119-10014-0002	Meade	2	33	30	W	EOR		
STEVENS (MORROW) UNIT	SMU 213	15-119-21187-0000	Meade	2	33	30	W	OIL	139506	
STEVENS (MORROW) UNIT	SMU 214	15-119-21203-0001	Meade	2	33	30	W	EOR		
STEVENS (MORROW) UNIT	SMU 301	15-119-10030-0002	Meade	3	33	30	W	WSW		

EXHIBIT A-1 WELLS AND UNITS

STEVENS (MORROW) UNIT	SMU 304	15-119-21039-0001	Meade	3	33	30	W	GAS	135634	224058
STEVENS (MORROW) UNIT	SMU 305	15-119-20593-0002	Meade	3	33	30	W	EOR		
STEVENS (MORROW) UNIT	SMU 309A	15-119-21056-0001	Meade	3	33	30	W	EOR		
STEVENS (MORROW) UNIT	SMU 3316	15-119-10001-0002	Meade	33	32	30	W	WSW		
STEVENS (MORROW) UNIT	SMU 3510	15-119-20711-0002	Meade	35	32	30	W	EOR		
STEVENS (MORROW) UNIT	SMU 3516	15-119-21079-0001	Meade	35	32	30	W	EOR		
STEVENS (MORROW) UNIT	SMU 3605	15-119-21123-0003	Meade	36	32	30	W	EOR	135634	
STEVENS MORROW UNIT	201A	15-119-21150-0001	Meade	2	33	30	W	EOR		
STEVENS MORROW UNIT	3509A	15-119-21105-0000	Meade	35	32	30	W	OIL	135634	
STEVENS MORROW UNIT	3605A	15-119-21129-0001	Meade	36	32	30	W	EOR		
STEVENS MORROW UNIT	SMU 307A	15-119-21060-0001	Meade	3	33	30	W	EOR		
STEVENS MORROW UNIT	SMU 311A	15-119-21062-0001	Meade	3	33	30	W	EOR		
STEVENS UNIT	SMU 316	15-119-21194-0001	Meade	3	33	30	W	EOR		
STEVENS UNIT	SMU 3606	15-119-21127-0001	Meade	36	32	30	W	EOR		

Lease Name	Well No.	API Number	County	Sec	Twp	Rge	Dir	Well Type	KDOR OIL	KDOR GAS
CALDWELL 'C' LEASE - OPERATED BY KAISER-FRANCIS OIL COMPANY										
CALDWELL C		4 15-203-20124-0000	Wichita	34	20	38	W	OIL	110963	
CALDWELL C		6 15-203-20137-0000	Wichita	34	20	38	W	OIL	110963	