

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		
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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: \_\_\_\_\_



Date Recorded: 6/22/2021 2:20:00 PM

[ELECTRONICALLY FILED]

**ASSIGNMENT AND BILL OF SALE**

**KNOW ALL MEN BY THESE PRESENTS THAT:** Cholla Production, LLC, 10390 Bradford Rd., Suite 201, Littleton, CO 80127, Kansas 1-33 HZ, LLC, 1515 S. Josephine St., Denver, CO 80210, Key Corner, LLC, 421 S. Center St., Ste 201, Casper, WY 82601, Gary and Cindy Frank, PO Box 907, Mills, WY 82644, Ruba, LLC, 152 N. Durbin St., Ste. 410, Casper, WY 82601, Cholla Pawnee Partners LLC, 10390 Bradford Rd., Ste. 201, Littleton, CO 80127, Kohi HZ Harris WI LLC, 1033 Egrets Walk Circle, #204, Naples, FL 34108, W.G. Harris III, 1033 Egrets Circle, #204, Naples, FL 34108, Janco Energy Partners III LLC, C/O Jan Helen, 4875 S. Monaco St., Unit 703, Denver, CO 80237, hereinafter known as "Assignor" whether one or more, for and in consideration of ONE HUNDRED DOLLARS (\$100.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and convey unto Cottonwood Energy LLC, whose address is 1766 Montgomery Circle, Longmont, CO 80504 (hereinafter known as "Assignee" whether one or more), all of Assignor's right, title and interest in and to the following:

- a. the oil, gas and other mineral leases described on Exhibit A, attached hereto and made a part hereof, (the "Lease" or "Leases") and any overriding royalty interest, royalty interest, non-working or carried interest, mineral fee interest, operating rights and other rights and interest described on Exhibit A, together with the lands covered thereby or pooled or unitized therewith (the "Lands"), together with (i) all right, title, and interest of Assignor in and to any other mineral interest of any nature (A) located in, on, or under the Lands, or (B) which are attributable to the proration unit or designated pooled unit for any of the Wells (as hereinafter defined), in each case whether or not described in or omitted from Exhibit A, (ii) all rights with respect to any pooled, communitized or unitized interest by virtue of any Leases and Lands or the interest described in clause (i) above being a part thereof, and (iii) all production of oil, gas and associated liquids and other hydrocarbons (the "Hydrocarbons") after the Effective Time (as hereinafter defined) from the Leases and the Lands, and from any such pooled, communitized or unitized interest and allocated to any such Leases and Lands or the interest described in clause (i) and (ii) above, and the Hydrocarbons described in clause (iii) above, being collectively referred to as the "Subject Interests" or singularly, a "Subject Interest;"
- b. all easements, rights-of-way, servitudes, surface leases, surface use agreements and other rights or agreements related to the use of the surface and subsurface (the "Surface Agreements"), in each case to the extent used in connection with the operation of the Subject Interests;
- c. to the extent assignable or transferable, all permits, licenses, consents, approvals or other similar rights and privileges (the "Permits"), in each case to the extent used in connection with the operation of the Subject Interests;
- d. all equipment, machinery, fixtures, spare parts, inventory and other personal property (including Assignor's leasehold interest therein subject to any necessary consents to assignment) used in connection with the operation of the Subject Interests or in connection with the production, treatment, compression, gathering, transportation, sale or disposal of Hydrocarbons produced from or attributable to the Subjects Interests (the "Equipment"), and any water, byproducts or waste produced therefrom or therewith or otherwise attributable thereto, including all wells (whether producing, shut in or abandoned, and whether for production, produced water injection or disposal, or otherwise) and the interests therein described on Exhibit A together with all of Assignor's interest, if any, within the spacing, producing, proration, federal exploratory, enhanced recovery, or governmentally prescribed unit attended to the described Wells, wellhead equipment, pumps, pumping units, flowlines, gathering systems, pipe, tanks, treatment facilities, injection facilities, disposal facilities, compression facilities and other materials, supplies and buildings used in connection with the Subject Interests and the other matters described in this definition of Assets (the "Facilities"); Asset # 51762;
- e. to the extent assignable or transferable, all contracts, agreements, drilling contracts, equipment leases, rental contracts, production sales and marketing contracts, farmout and farmin agreements, operating agreements, service agreements, unit agreements, gas gathering and transportation agreements and other contracts, agreements and arrangements relating to the Subject Interests and the other matters described in this definition of Assets, and subject to, and in accordance with, any limitations set forth in such agreements (the "Contracts");
- f. all files, records and data relating to the items described in Section 1.01(a) through (e) maintained by Assignor including, without limitation, the following, if and to the extent that such files exist: all books, records, reports, manuals, files, title documents, including correspondence, records of production and maintenance, revenue, sales, expenses, warranties, lease files, land files, well files, division order files, abstracts, title opinions, assignments, reports, property records, contract files, operations files, copies of tax and accounting records (but excluding Federal and state income tax returns and records) and files, maps, core data, hydrocarbon analysis, well logs, mud logs, field studies together with other files, contracts and other records and data including all geologic and geophysical data and maps, but excluding from the foregoing those files, records and data subject to written unaffiliated third party contractual restrictions on disclosure or transfer (the "Records"); and
- g. to the extent monies are held in suspense, all monies held in suspense by Assignor relating to the Wells before the Effective Time for the account of working interest, royalty interest and/or overriding royalty interest owners.

**Excluded Assets.** Notwithstanding the foregoing, the Assets shall not include, and there is excepted, reserved and excluded from the sale, transfer and assignment contemplated hereby the following excluded properties, rights, and interests (collectively, the "Excluded Assets"):

- (a) all trade credits and all accounts, instruments and general intangibles (as such terms are defined in the Uniform Commercial Code as adopted in the affected jurisdiction) attributable to the Assets with respect to any period of time prior to the Effective Time;
- (b) any claims or causes of action of Assignor,
- i. arising from acts, omissions or events, or damage to or destruction of property, occurring prior to the Effective Time,

- ii. arising under or with respect to any of the Contracts that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds), or
  - iii. with respect to any of the Excluded Assets;
- (c) all rights and interests of Assignor,
- i. under any policy or agreement of insurance or indemnity,
  - ii. under any bond, or
  - iii. to any insurance or condemnation proceeds or awards arising in each case from acts, omissions or events, or damage to or destruction of property, occurring prior to the Effective Time;
- (d) all Hydrocarbons produced from or otherwise attributable to the Subject Interests with respect to all periods prior to the Effective Time, together with all proceeds from the sale of such Hydrocarbons, and all tax credits attributable thereto;
- (e) all claims of Assignor for refunds or loss carry forwards with respect to ad valorem, severance, production or any other taxes attributable to any period prior to the Effective Time;
- (f) all amounts due or payable to Assignor as adjustments to insurance premiums related to the Assets with respect to any period prior to the Effective Time;
- (g) all proceeds, income or revenue (and any security or other deposits made) attributable to the Assets for any period prior to the Effective Time;
- (h) all documents and instruments of Assignor that may be protected by an attorney-client or other privilege;
- (i) data, information, and other property, rights or interests that cannot be disclosed or assigned to Assignee as a result of confidentiality or similar arrangements;
- (j) all audit rights arising under any of the Contracts or otherwise with respect to any period prior to the Effective Time; and
- (k) all corporate, income tax and financial records of Assignor not included in the Records.

**Special Warranty of Title.** Assignor hereby agrees to warrant and defend title to the Assets solely unto Assignee against every person whomsoever lawfully claiming or to claim the same or any part of the same by, through, or under Assignor, but not otherwise. To the extent transferable, Assignor does hereby transfer and convey to Assignee the benefits of and the right to enforce all covenants and warranties which Assignor is entitled to enforce with respect to the Assets, including without limitation, full substitution and subrogation of all prior rights and warranty, and the benefit of and the right to enforce all rights accruing under applicable statutes of limitation or prescription.

**Disclaimer.** ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNEE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO (a) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, SECONDARY OR TERTIARY RECOVERY OPPORTUNITIES, DECLINE RATES, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ASSETS, (b) THE ACCURACY, COMPLETENESS OR MATERIALITY OR SIGNIFICANCE OF ANY INFORMATION, DATA, GEOLOGICAL OR GEOPHYSICAL DATA (INCLUDING ANY INTERPRETATIONS OR DERIVATIVES BASED THEREON) OR OTHER MATERIALS (WRITTEN OR ORAL) CONSTITUTING PART OF THE ASSETS, NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, (c) THE CONDITION, INCLUDING, THE ENVIRONMENTAL CONDITION OF THE ASSETS AND (d) THE COMPLIANCE OF ASSIGNOR'S PAST PRACTICES WITH THE TERMS AND PROVISIONS OF ANY AGREEMENT IDENTIFIED ON EXHIBIT A, OR ANY SURFACE AGREEMENT, PERMIT OR CONTRACT OR APPLICABLE LAWS, INCLUDING ENVIRONMENTAL LAWS AND LAWS NOW OR HEREAFTER IN EFFECT, RELATING TO THE PROTECTION OF NATURAL RESOURCES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ASSIGNMENT AND BILL OF SALE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AND ASSIGNEE HEREBY WAIVES, AS TO PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES, BUILDINGS, AND GEOLOGICAL AND GEOPHYSICAL DATA (INCLUDING ANY INTERPRETATIONS OR DERIVATIVES BASED THEREON) CONSTITUTING A PART OF THE ASSETS (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY IMPLIED OR EXPRESS WARRANTY THAT ANY DATA TRANSFERRED PURSUANT HERETO IS NONINFRINGING, (v) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, (vi) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (vii) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAWS, AND (viii) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, OR LAWS RELATING TO THE PROTECTION OF THE ENVIRONMENT, HEALTH, SAFETY OR NATURAL RESOURCES OF RELATING TO THE RELEASE OF MATERIALS INTO THE ENVIRONMENT, INCLUDING ASBESTOS CONTAINING MATERIAL, LEAD BASED PAINT OR MERCURY AND ANY OTHER HAZARDOUS SUBSTANCES OR WASTES, IT BEING THE EXPRESS INTENTION OF ASSIGNOR AND ASSIGNEE THAT THE ASSETS, INCLUDING ALL PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND BUILDINGS INCLUDED IN THE ASSETS, SHALL BE CONVEYED TO ASSIGNEE, AND ASSIGNEE SHALL ACCEPT THE SAME, AS IS, WHERE IS, WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR. ASSIGNEE REPRESENTS AND WARRANTS TO ASSIGNOR THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS WITH RESPECT TO SUCH ASSETS AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAWS (INCLUDING ENVIRONMENTAL LAWS AND LAWS RELATING TO THE PROTECTION OF NATURAL RESOURCES, HEALTH, SAFETY OR THE ENVIRONMENT) TO BE EFFECTIVE, THE DISCLAIMERS OF THE WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR ALL PURPOSES. ASSIGNEE ACKNOWLEDGES THAT IT HAS BEEN INFORMED THAT OIL AND GAS PRODUCING FORMATIONS CAN CONTAIN NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM"). SCALE FORMATION OR SLUDGE DEPOSITS CAN CONCENTRATE LOW LEVELS OF NORM ON EQUIPMENT AND OTHER ASSETS. THE ASSETS SUBJECT TO THIS ASSIGNMENT AND BILL OF SALE MAY HAVE LEVELS OF NORM ABOVE BACKGROUND LEVELS, AND A HEALTH HAZARD MAY EXIST IN CONNECTION WITH THE ASSETS BY REASON THEREOF, THEREFORE, ASSIGNEE MAY NEED TO AND SHALL FOLLOW SAFETY PROCEDURES WHEN HANDLING THE EQUIPMENT AND OTHER ASSETS.

**Assignment.** This Assignment and Bill of Sale shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns.

**Counterpart Execution.** This Assignment and Bill of Sale may be executed in counterparts. If counterparts of this Assignment and Bill of Sale are executed, the signature pages from each counterpart may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment and Bill of Sale, but each counterpart shall be considered an original.

**Recording.** In addition to filing this Assignment and Bill of Sale of record in Trego County in the State of Kansas, the parties hereto shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles

Page 2 of 6 Assignment and Bill of Sale of Kohl #1-33H (SESWSESW Sec. 33-T11S-R22W) and associated leasehold, Trego Co., KS

and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein.

**Exhibits.** Exhibits referred to herein are hereby incorporated in and made a part of this Assignment and Bill of Sale for all purposes by such reference.

IN WITNESS WHEREOF, this instrument is executed the 15<sup>th</sup> day of April, 2021, but shall be effective as of the 1<sup>st</sup> day of \_\_\_\_\_, 2021, (the "Effective Date").

ASSIGNOR:

**Cholla Production, LLC**

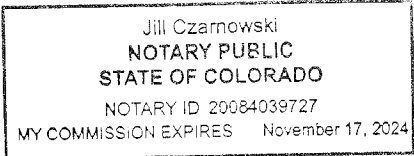
By: [Signature]  
Name: William T. Guff  
Title: Owner/Manager

ACKNOWLEDGMENT - CORPORATE

STATE OF Colorado  
COUNTY OF Jefferson

On April 15, 2021, before me, the undersigned Notary Public in and for said county and state, personally appeared William T. Guff, known to me to be the identical person whose name is subscribed to the foregoing instrument as its Owner/Manager of Cholla Production, LLC, and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)



[Signature]  
Notary Public  
My commission expires: 11/17/2024

**Cholla Pawnee Partners, LLC**

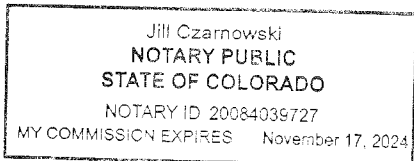
By: [Signature]  
Name: William T. Guff  
Title: MANAGING Member

ACKNOWLEDGMENT - CORPORATE

STATE OF Colorado  
COUNTY OF Jefferson

On April 15, 2021, before me, the undersigned Notary Public in and for said county and state, personally appeared William T. Guff, known to me to be the identical person whose name is subscribed to the foregoing instrument as its Managing Member of Cholla Pawnee Partners, and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)



[Signature]  
Notary Public  
My commission expires: 11/17/2024

**Kansas 1-33 HZ, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT - CORPORATE

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared \_\_\_\_\_, known to me to be the identical person whose name is subscribed to the foregoing instrument as its \_\_\_\_\_ of \_\_\_\_\_, and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein.

**Exhibits.** Exhibits referred to herein are hereby incorporated in and made a part of this Assignment and Bill of Sale for all purposes by such reference.

IN WITNESS WHEREOF, this instrument is executed the \_\_\_\_\_ day of \_\_\_\_\_, 2021, but shall be effective as of the 1<sup>st</sup> day of \_\_\_\_\_, 2021, (the "Effective Date").

**ASSIGNOR:**

***Cholla Production, LLC***

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT - CORPORATE**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared \_\_\_\_\_, known to me to be the identical person whose name is subscribed to the foregoing instrument as its \_\_\_\_\_ of \_\_\_\_\_, and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

***Cholla Pawnee Partners, LLC***

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT - CORPORATE**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared \_\_\_\_\_, known to me to be the identical person whose name is subscribed to the foregoing instrument as its \_\_\_\_\_ of \_\_\_\_\_, and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

***Kansas 1-33 HZ, LLC***

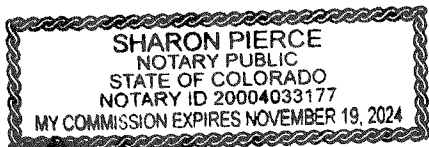
By: *Victoria J. Campbell*  
Name: *Victoria J. Campbell*  
Title: *Manager*

**ACKNOWLEDGMENT - CORPORATE**

STATE OF *Colorado* )  
COUNTY OF *Jefferson* )

On *April 20, 2021*, before me, the undersigned Notary Public in and for said county and state, personally appeared *Victoria J. Campbell*, known to me to be the identical person whose name is subscribed to the foregoing instrument as its *Manager* of *Kansas 1-33 HZ, LLC*, and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)



*Sharon Pierce*  
Notary Public  
My commission expires: *11-19-2024*

Kohl HZ Harris WI LLC

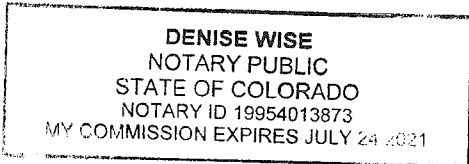
By: W.G. Harris III  
Name: W.G. Harris III  
Title: manager/member

ACKNOWLEDGMENT - CORPORATE

STATE OF COLORADO  
COUNTY OF JEFFERSON

On 4/23/2021, before me, the undersigned Notary Public in and for said county and state, personally appeared W.G. HARRIS III, known to me to be the identical person whose name is subscribed to the foregoing instrument as its MANAGER/MEMBER of KOHL HZ HARRIS WI LLC and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)



Denise Wise  
Notary Public  
My commission expires: 7/24/2021

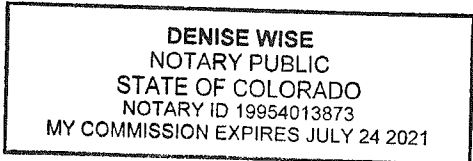
W. G. Harris III  
By: W.G. Harris III  
Name: W.G. Harris III  
Title: OWNER

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF COLORADO  
COUNTY OF JEFFERSON

On 4/23/2021, before me, the undersigned Notary Public in and for said county and state, personally appeared W.G. HARRIS III, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)



Denise Wise  
Notary Public  
My commission expires: 7/24/2021

Key Corner, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT - CORPORATE

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared \_\_\_\_\_, known to me to be the identical person whose name is subscribed to the foregoing instrument as its \_\_\_\_\_ of \_\_\_\_\_ and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



**Kohl HZ Harris WI LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT - CORPORATE**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared \_\_\_\_\_, known to me to be the identical person whose name is subscribed to the foregoing instrument as its \_\_\_\_\_ of \_\_\_\_\_, and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**W. G. Harris III**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT - INDIVIDUAL**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**Key Corner, LLC**

By: \_\_\_\_\_

Name: Keith P. Tyler

Title: Manager

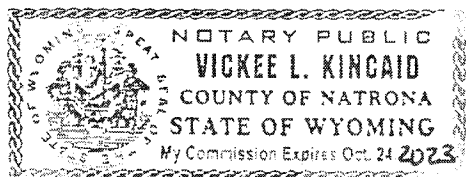
**ACKNOWLEDGMENT - CORPORATE**

STATE OF Wyoming )  
COUNTY OF Natrona )

On 4/15/2021, before me, the undersigned Notary Public in and for said county and state, personally appeared Keith P. Tyler, known to me to be the identical person whose name is subscribed to the foregoing instrument as its Manager of Key Corner, LLC, and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

Vickee L. Kincaid  
Notary Public  
My commission expires: 10/24/2023



Ruba, LLC

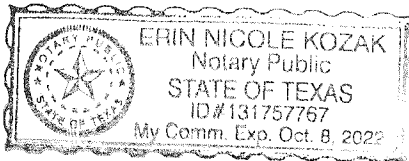
By: [Signature]  
Name: Darius Pouraghaghner  
Title: Member

ACKNOWLEDGMENT - CORPORATE

STATE OF Texas  
COUNTY OF Tarrant

On 04/16/2021, before me, the undersigned Notary Public in and for said county and state, personally appeared Darius Pouraghaghner, known to me to be the identical person whose name is subscribed to the foregoing instrument as its Member of Ruba LLC, and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)



[Signature]  
Notary Public  
My commission expires: 10/08/2022

Janco Energy Partners III LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT - CORPORATE

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared \_\_\_\_\_, known to me to be the identical person whose name is subscribed to the foregoing instrument as its \_\_\_\_\_ of \_\_\_\_\_, and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Gary and Cindy Frank, husband and wife

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**Ruba, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT - CORPORATE**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared \_\_\_\_\_, known to me to be the identical person whose name is subscribed to the foregoing instrument as its \_\_\_\_\_ of \_\_\_\_\_ and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**Janco Energy Partners III LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT - CORPORATE**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared \_\_\_\_\_, known to me to be the identical person whose name is subscribed to the foregoing instrument as its \_\_\_\_\_ of \_\_\_\_\_ and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**Gary and Cindy Frank, husband and wife**

By: GF \_\_\_\_\_ Cindy Frank  
Name: Garry Frank \_\_\_\_\_ Cynthia  
Title: \_\_\_\_\_

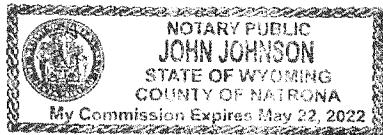
**ACKNOWLEDGMENT - INDIVIDUAL**

STATE OF WY )  
COUNTY OF Natrona )

On 4/15/21, before me, the undersigned Notary Public in and for said county and state, personally appeared Garry & Cindy Frank, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

John Johnson  
Notary Public  
My commission expires: May 22, 2022



Ruba, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT - CORPORATE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared \_\_\_\_\_, known to me to be the identical person whose name is subscribed to the foregoing instrument as its \_\_\_\_\_ of \_\_\_\_\_, and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

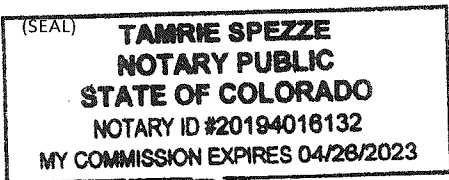
Janco Energy Partners III LLC

By: JAN E. HEBEL \_\_\_\_\_  
Name: JAN E. HEBEL \_\_\_\_\_  
Title: MANAGING PARTNER \_\_\_\_\_

ACKNOWLEDGMENT - CORPORATE

STATE OF COLO )  
COUNTY OF Denver )

On 4/21/21, before me, the undersigned Notary Public in and for said county and state, personally appeared JAN E. HEBEL known to me to be the identical person whose name is subscribed to the foregoing instrument as its Managing Partner of Janco Energy Partners III LLC and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.



Tamrie Spezze  
Notary Public  
My commission expires: 4/28/23

Gary and Cindy Frank, husband and wife

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

ASSIGNEE: Cottonwood Energy LLC  
 By: [Signature]  
 Name: Shane C Schultz  
 Title: Manager / member

ACKNOWLEDGMENT - CORPORATE

STATE OF Colorado  
 COUNTY OF Weld

On May 10, 2021, before me, the undersigned Notary Public in and for said county and state, personally appeared Shane C Schultz, known to me to be the identical person whose name is subscribed to the foregoing instrument as its member of Cottonwood Energy LLC, and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)



[Signature]  
 Notary Public  
 My commission expires: December 30, 2024

ATTORNEY IN FACT ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, Attorney-in-Fact for \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

MY COMMISSION EXPIRES: \_\_\_\_\_  
 Notary Public

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

\_\_\_\_\_  
 Notary Public  
 My commission expires: \_\_\_\_\_

Asset # \_\_\_\_\_

EXHIBIT "A"

Leases:

Lessor: James A. Kohl and Jacqueline A. Kohl, husband and wife  
 Lessee: Global Energy Consultants, LLC  
 Description: W2 Section 33-T115-R22W, Trego County, Kansas, 320 Acres M/L  
 Date: May 24, 2013  
 Primary Term: 3 years  
 Recorded: Memorandum of Lease recorded Book 189/Page 201

Well:

Kohl #1-33H, API# 15-195-22951-0100  
 SE SW SE SW Section 33- T115-R22W, Trego County, Kansas

\*\*\*END OF EXHIBIT "A"\*\*\*