

ADDENDUM FOR RESERVATION OF CARBON SEQUESTRATION

(READ THIS FORM CAREFULLY)

A. Definitions.

1. **“Carbon Sequestration”** means the process of removing carbon dioxide (“Sequestered Substances”) from the atmosphere and storing it long-term in Sequestration Formations.
2. **“Injection”** or **“Sequestration”** means the long-term geologic containment of Sequestered Substances in subsurface geologic formations.
3. **“Injection Operations”** or **“Sequestration Operations”** means operations on the Surface Estate for the purpose of Injection of Sequestered Substances.
4. **“Property”** refers to the property subject to this Agreement.
5. **“Sequestration Formation”** means the subsurface pore space(s) and related confining areas under the Property to be used by Grantee for Sequestration.
6. **“Sequestered Substances”** or **“CO2”** means carbon dioxide (or carbon oxide, as such term is used in 26 U.S. Code Section 45Q) that has been captured from an emission source (e.g., a power plant), plus incidental associated substances derived from the source materials and the capture process, and any substances added to the stream to enable or improve the injection process, as such terms are defined at 40 C.F.R. §§ 146.81(d), 260.10, and/or otherwise further described in the preamble at 79 Fed. Reg. 350 (Jan. 3, 2014).carbon dioxide, together with vaporous, gaseous, solid, or liquid substances associated with, contained in, or incidental to the Sequestration of carbon dioxide (CO2).

B. Reservation of Rights: SELLER reserves ANY AND ALL rights for subsurface Sequestration Formations for Carbon Sequestration. SELLER reserves the exclusive rights and any and all compensation associated with or derived from Injection Operations of Sequestered Substances for Carbon Sequestration including, but not limited to, bonuses, leases, injection compensation, and royalty payments for Sequestered Substances as well as any other gas or liquid injection and sequestration in and to the Property.

C. Use of Surface Estate: SELLER agrees to never execute or authorize a surface lease agreement, implied or express, that contemplates the use of the surface estate in order to facilitate a Carbon Sequestration Project including, but not limited to, the express or implied right of ingress or egress, payment of damages, injecting, construction, operation, maintenance, pipelines, facilities, roads, and other equipment deemed necessary for Sequestration Operations.

D. Heirs, Successors, and Assigns: Seller agrees to bind all of Seller’s heirs, successors, and assigns to this covenant in the conveyance documents involving this transaction.

CONSULT AN ATTORNEY BEFORE SIGNING

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SELLER

DATE

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SELLER

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BUYER

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