

## SCHEDULE 1

This Schedule 1 is meant to supplement that certain Carbon-Dioxide Storage Agreement, dated as of \_\_\_\_\_, 2023 (the "Agreement"), by and between High West Sequestration, LLC ("High West"), and the State of Louisiana, the Louisiana Department of Wildlife & Fisheries and the Louisiana Wildlife & Fisheries Commission ("DWF"). Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

This Schedule 1 supplements the Agreement with respect to High West's activities and Improvements and Equipment located within the Salvador Wildlife Management Area ("WMA") as referenced herein. The WMA is under the jurisdiction of DWF, which has promulgated rules and regulations for the protection of wildlife resources, including aquatic life, and their supporting habitat within the WMA. In addition to any specific applicable rules and regulations of DWF related to the WMA, the following provisions shall apply with respect to High West's activities and Improvements and Equipment located within the WMA:

### **1. Cooperation and Consultation regarding Timing, Siting and Modifications**

High West agrees to consult with DWF in advance regarding timing of activities and locations of well sites, pipelines, roads, and utilities within the WMA to help minimize impacts to wildlife resources, including aquatic life, and their supporting habitat.

To the extent High West needs to conduct activities within the WMA during deer firearm (inclusive of primitive and modern) hunting season, High West shall notify DWF and seek authorization prior to commencing such activities. High West and DWF will work together cooperatively to facilitate High West's activities during deer firearm hunting season in a manner acceptable to **DWF**.

Modifications to plans for proposed project Improvements and Equipment, including, but not limited to, access routes, pipeline routes, well sites, flowlines and appurtenant structures may be required by DWF if less damaging project alternatives exist.

### **2. Commencement of Activities**

High West shall notify DWF prior to commencement of activities within the WMA and seek written authorization from DWF to commence activities. DWF **will** work cooperatively with High West to facilitate timely authorization of such commencement of activities.

### **3. Compensatory Mitigation; Property Exchange**

To the extent permanent impacts occur due to High West's activities (i.e. property within the WMA is cleared, or altered such that it is no longer in conservation use), High West shall purchase and donate to DWF property of equal or greater ecological value in exchange for such permanently impacted property in order to satisfy any applicable acts of sale or donation.

Compensatory mitigation will be required as part of High West's regulatory permitting process to offset unavoidable wetland or coastal resource impacts, as determined by the U.S. Army Corps of Engineers and/or the Louisiana Office of Coastal Management.

#### **4. Timber Damage**

Standard DWF compensation rates apply for any timber resource damages and are reproduced and incorporated here:

- DWF shall be paid at triple the stumpage rates posted for the region by Timber Mart-South as of date of damage or removal.

#### **5. Seismic Fees**

Standard DWF compensation rates apply for any seismic activity in accordance with Applicable Law(s).

#### **6. Road Servitudes and Utility Rights-of-Way**

As needed, High West will enter into or facilitate appropriate road servitudes and utility rights of way for High West's activities and Improvements and Equipment within the WMA at the standard DWF compensation rate as listed and incorporated below:

##### **Road Servitude:**

- \$1 per foot, per year. Not to exceed 30 ft. (width)

##### **Utility Right-of-Way (ROW):**

- Small public utility ROW (telephone, waterline, gas, fiber optic communication system, etc.). \$75 per rod. Not to exceed 15 ft. (width). 20-year minimum term.
- Greater than 15 ft. (width), same as pipeline compensation schedule.

##### **Water Pipeline Right-of-Way (ROW):**

- Not to exceed 10ft. (width), not less than \$100 per rod, per year. (Note: term of ROW could be greater than 1 year)

#### **7. Pipeline Schedule and Right-of-Way Agreements**

As stated in Section 4.9 of the Agreement, the DWF pipeline right-of-way schedule in effect as of the Effective Date shall control the price for DWF pipeline rights-of-way for any pipelines installed within the WMA by or for High West and is incorporated herein as follows:

- 1 to 50 ft. (width)
  - ≤4" diameter (single line or combined lines in 1 trench). \$75 per rod.
  - >4" diameter (single line or combined lines in 1 trench). Not less than \$100 per rod.
- 51 to 100 ft. (width). Not less than \$200 per rod.
- Over 100 ft. (width). Special rate based on each individual request.
- 20-year minimum term. Renewable for an additional 20 years.
- A right-of-way agreement shall be for a single pipeline installation only.
- High West shall obtain pipeline right-of-way agreements from DWF prior to installation of pipelines.

## **8. Abandonment of Flow-Lines and Pipelines and other Improvements and Equipment**

High West agrees to remove its flow-lines and all equipment, structures or appurtenances associated therewith in accordance with Section 12.2 of the Agreement. With respect to proposed pipeline(s), DWF desires to minimize immediate and long-term impacts to wildlife resources, including aquatic life, and their supporting habitat. DWF understands that High West's preference is to abandon in place proposed pipeline(s) or segments of proposed pipeline(s) and agrees to work cooperatively with High West in this regard consistent with Applicable Laws to determine whether such abandonment in place may be accomplished in a way that is protective of the wildlife resources, including aquatic life, and their supporting habitat. For all portions of the pipeline(s) abandoned in place, High West will enter into Pipeline Abandonment and ROW Release Agreement(s) with DWF. High West will also provide DWF with depth-of-cover surveys on all portions of the pipeline(s) that have been abandoned in place prior to execution of the Pipeline Abandonment and ROW Release Agreement(s). Allowance of Abandonment in place shall not alter other restoration obligations contained in Section 12.2 of the Agreement. High West will remove pipeline segments that become exposed or uncovered, or return them to their previous depth of cover and provide DWF a depth-of-cover survey. For any portions of the pipeline(s) as to which abandonment in place is prohibited by Applicable Law (at the time of abandonment), or as to which High West and DWF have consulted and DWF has determined that removal is required to protect the wildlife resources, including aquatic life, and their supporting habitat, High West agrees to remove such portions of the pipeline(s). With respect to all other Improvements and Equipment, notwithstanding anything contained in this Schedule 1 or the Agreement to the contrary, consideration of abandonment in place for such other Improvements and Equipment, to the extent permitted by Applicable Law(s) and Applicable Procedure(s), shall be determined after consultation with DWF in accordance with the same provisions of this Section 8 for pipelines and to the extent adverse impacts to fish and wildlife can be avoided in the short and long-term.

## **9. Public Improvements Necessitating Pipeline Relocation**

High West and DWF recognize that it might hereafter become necessary or desirable to widen, deepen or make some other work of public improvement on land or on the streams or water bottoms over and through which a pipeline of High West is located within the WMA, and this grant is accepted under the express condition and with the distinct understanding that, if any such work by the United States, the State of Louisiana, or any agency, board, commission, department or political subdivision of either, makes it necessary to alter or relocate any such pipeline, the entire cost of such alteration or relocation shall be borne, at least initially, by High West, this responsibility on the part of High West being part

of the consideration for which this grant is made. This provision, however, shall not prejudice High West's right to receive just compensation, indemnification and/or relocation costs from the United States, the State of Louisiana or any agency, board, commission, department or political subdivision of either to the extent allowed under Applicable Law.