

EXHIBIT (1)-C

AGREEMENT AND AUTHORIZATION

This Agreement and Authorization (the “*Agreement*”) is hereby made effective as of December 1, 2021, by and between SG Gondola Holdings, LLC, a Delaware limited liability company, whose address is 200 Park Avenue, 23rd Floor, New York, NY 10166 (the “*Company*”), through Joshua Posner, as authorized signatory, and D90 Energy, LLC, a Texas limited liability company, whose address is 202 Travis Street, Houston, Texas 77002 (“*D90*”) (each a “Party” and collectively, the “Parties”).

WHEREAS, the Company owns a wellbore working interest in and to certain wellbores located on the following described lands (the “Lands”):

Township 7 North, Range 80 West, 6th P.M.
Section 8: All
Jackson County, Colorado

WHEREAS, D90 currently operates certain wells and facilities located on the Lands, including the Mutual 7-17H, Mutual 0780 2-8H, Mutual 0780 3-8H, and Mutual 0780 4-8H wells.

WHEREAS, the Company and the other working interest owners wish to carry out an enhanced oil recovery feasibility project located within the Lands (the “*Project*”), and in order to carry out such a Project, approval must first be obtained from the Colorado Oil and Gas Conservation Commission (“*COGCC*”).

WHEREAS, the Company desires that D90 act on its behalf for the purposes of seeking approval of the Project from the COGCC, which includes, but may not be limited to, the filing of any required or necessary applications or forms, including applications for underground injection and unitization under COGCC Rules 803 and 811, respectively, along with all permits and sundry forms appurtenant thereto. Additionally, the Company desires to allow D90 or its representatives to appear before the COGCC on its behalf, insofar and only insofar as such an appearance may become necessary for Project approval.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual covenants contained herein, the Parties hereby agree as follows:

1. Appointment and Authorization. Company hereby appoints and authorizes D90 to act on its behalf for the purpose of filing and obtaining approval for any and all applications, forms, and other regulatory requirements of the COGCC, which are or may be necessary for the Project, including without limitation, applications for underground injection and unitization under COGCC Rules 803 and 811, respectively, along with all permits and sundry forms appurtenant thereto. Additionally, the Company further agrees to allow and authorizes D90 or its representatives to appear before the COGCC on its behalf, insofar and only insofar as such an appearance may become necessary for Project approval.

2. Termination. This Appointment and Authorization may be terminated or revoked by either Party at any time upon five days written notice to the other Party.

3. Miscellaneous.

(a) Counterparts/Electronic Signatures. This Agreement may be executed by the Parties in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Signatures of the Parties transmitted by facsimile or electronic image scan transmission in .pdf format shall be deemed to be their original signatures for all purposes.

(b) Notices. All notices and communications required or permitted under this Agreement shall be in writing and addressed as set forth below. Any communication or delivery hereunder shall be deemed to have been made and the receiving parties charged with notice (i) if personally delivered, when received, (ii) if sent by electronic mail, upon acknowledgment of receipt, which shall not include delivery or view notifications, (iii) if mailed to the relevant address described above, three (3) business days after mailing, certified mail, return receipt requested, or (iv) if sent by overnight courier, one (1) business day after sending.

(c) Governing Law. This Agreement and any arbitration or dispute resolution conducted pursuant hereto shall be construed in accordance with, and governed by, the laws of the State of Colorado.

(d) Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all written or oral negotiations and discussions, and prior agreements and understandings relating to such subject matter.

(e) Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns.

(f) No Partnership; No Fiduciary Duty. This Agreement shall not create and it is not the purpose or intention of the Parties to create any partnership, mining partnership, joint venture, general partnership, or other partnership relationship and none shall be inferred, and nothing in this Agreement shall be construed to establish a fiduciary relationship between the Parties for any purpose.

Executed this 21ST day of January, 2022.

SG Gondola Holdings, LLC

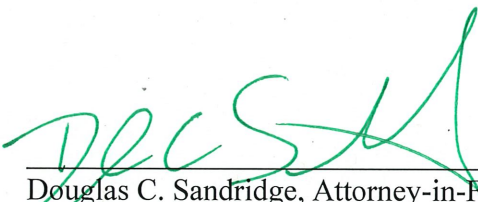
Date Signed: January 25, 2022



Joshua Posner, Authorized Signatory

D90 Energy, LLC

Date Signed: 01.21.2022



Douglas C. Sandridge, Attorney-in-Fact