

## LICENSE TO ENTER TO RE-PLUG AND ABANDON STATE SMITH 1-16 WELL

Sand Creek Commercial Investors, LLC whose address is 4836 East Juana Ct., Cave Creek, Arizona 85331 (hereinafter "Licensor"), the owner of property in Arapahoe County, Colorado, Parcel AIN #1977-16-2-00-001, as further depicted on the attached Exhibit "A" incorporated herein by this reference (the "Property"), does hereby grant this License to Enter ("License") to allow Crestone Peak Resources Operating, LLC, a Delaware limited liability company, whose address is 555 17<sup>th</sup> Street, Suite 3700, Denver, CO 80202, (hereinafter "Crestone" or "Licensee"), its employees, authorized agents and contractors ("Crews"), to enter the Property for the purposes of re-plugging and abandoning the State Smith #1-16 well (API No. 05-005-06500) ("Well"), as required by the Colorado Oil and Gas Conservation Commission ("COGCC") and under the applicable COGCC regulations, (hereinafter, "Operations"), and reclaiming the surrounding area, to substantially the same condition as they existed prior to Operations (hereinafter, "Reclamation").

This License is subject to the following conditions and limitations:

1. This License is limited to the boundaries of the ("License Area") and access to the Well is limited to the access route ("Access") as depicted in Exhibit "A" attached hereto and incorporated herein by reference.
2. This License shall commence on 7/1/2022 and expire 10/1/2022 for Operations and shall expire on 10/31/2022 for Reclamation, unless extended based on Licensee's reasonable necessity.
3. Crews will coordinate access to the Property by contacting Ken Hartley at 480-797-3264 and/or joemoneyaz@cox.net at least 24 hours prior to entry.
4. Licensee hereby agrees to pay for all actual and direct costs incurred with regard to this License, including but not limited to all work related to Operations and Reclamation.
5. Prior to commencement of the License, Licensee shall obtain all required permits from the State of Colorado, and any other jurisdictional entity.
6. All work allowed under this License shall be performed in compliance with any and all applicable state, federal and local laws, codes and regulations.
7. Licensee shall be responsible for Reclamation of the Property, License area, and the Access resulting from Licensee's Operations in accordance with all applicable laws, rules, and regulations.
8. Licensee hereby agrees to promptly pay for any actual damages, including but not limited to damages of growing crops, pasture, fences, livestock, drain tile or buildings of Licensor, its tenants or agents, resulting from the rights granted herein.
9. Licensee hereby releases Licensor, its officers, employees and agents from, and indemnifies them against, any claims for injury or damages, including court costs and attorney's fees, arising from the exercise of this License.

10. Licensee, for itself and on behalf of its agents, contractors or affiliates, agrees to procure and maintain in force during the term of this License, at its own cost, the following insurance coverages:

- a) Workers Compensation Insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance.
- b) Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 each occurrence and \$2,000,000 general aggregate.

In lieu of these insurance coverages, Licensor may, at its sole discretion, accept some other protection from workers compensation and liability claims arising out of this License.

11. Licensee affirms that Licensee agrees to cooperate with Licensor so that it causes the minimum possible inconvenience and damage to Licensor and Licensor's Property, including farming operations thereon.

12. The parties hereby warrant that each party signing below has full and lawful authority to execute this License on behalf of said party.

*Signature pages follow*



