

**AMENDMENT TO EASEMENT, RIGHT-OF-WAY
AND SURFACE DAMAGES AGREEMENT**

THIS AMENDMENT TO EASEMENT, RIGHT-OF-WAY AND SURFACE DAMAGES AGREEMENT (this “*Amendment*”) dated June 22, 2023, is by and between ROCKY MOUNTAIN MIDSTREAM LLC, a Texas limited liability company (“*Surface Owner*”), with an address of One Williams Center-MD-47, Tulsa, Oklahoma 74172, and KERR-MCGEE OIL & GAS ONSHORE LP, a Delaware limited partnership (“*KMOG*”), with an address of 1099 18th Street, Suite 700, Denver, Colorado 80202. Surface Owner and KMOG may be referred to herein individually as a “*Party*,” and, collectively as the “*Parties*.”

Recitals

WHEREAS, Surface Owner owns the surface estate of the lands covered by the SUA (defined below).

WHEREAS, the Parties are subject to that certain Easement, Right-of-Way and Surface Damages Agreement dated January 22, 2015, recorded December 1, 2016 at Reception No. 4258224 in the Official Public Records of the Clerk and Records Office of Weld County, Colorado (the “*SUA*”), covering the following lands, to wit (the “*Lands*”):

Township 1 North, Range 66 West of the 6th P.M.

Section 11: SE/4 & E/2SW/4, more specifically described in that Special Warranty Deed dated August 6, 2007 and recorded at Reception No. 3495730 in the Official Public Records of Weld County, Colorado.

WHEREAS, under Rule 803.g.(3)C. (the “*Rule*”), the Colorado Oil and Gas Conservation Commission (“*COGCC*”) has implemented specific guidelines pertaining to Class II UIC Wells and disclosing the injected Fluids may contain E&P Waste from Oil and Gas Operations.

WHEREAS, pursuant to the Rule, an application for a Class II UIC Well will include, among other requirements, authorization for surface use. Such authorization for surface use requires the Surface Use Agreement(s), leases, or operating agreements to explicitly state that for all Class II UIC Wells, the injected Fluids may contain E&P Waste from Oil and Gas Operations.

WHEREAS, it is the intent of the Parties to amend the SUA to (1) include additional language regarding enhanced oil recovery operations, (2) identify easement areas, (3) provide for indemnification, and (4) include required language pursuant to the Rule.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Amendment and the SUA, including in the recitals, the Parties hereby agree as follows:

Amendment to SUA

1. The second paragraph in Section 2 of the SUA shall be deleted in its entirety and replaced with the following:

“Surface Owner further grants KMG the right to inject gas and water for enhanced oil recovery operations and to drill oil and gas wells on the Lands that may be horizontal, vertical or directional that produce and drain oil and gas from lands other than the lands covered by the oil and gas lease(s) that include all or a portion of the Lands and to locate, construct, use, and maintain surface equipment, including but not limited to flowlines, compressors, wellheads, all associated production equipment and facilities, all equipment necessary to conduct enhanced oil recovery operations, and all appurtenances thereto, related to (a) the injection of gas and water for enhanced oil recovery operations and (b) the transportation of oil, natural gas, and water from lands other than lands covered by the leases pooled with the Lands.”

2. Section 2 is further amended to include a third paragraph as follows:

“The easement, right-of-way, or other rights burdening the Lands as described in paragraph one of this Section 2 shall be limited to boundaries of those areas (pipeline easement, pad site, injection site, etc.) on the Lands as identified on the survey map attached as Exhibit “A” to this Agreement (“Easement Areas”) and the roads or access points reasonably necessary to access the Easement Areas. The location of all future easements, rights-of-way, or facility sites must be mutually agreed to in writing by KMG and Surface Owner.”

3. The following paragraph shall be added as a second paragraph under Section 3:

“INDEMNIFICATION

KMG AGREES TO DEFEND, PROTECT, INDEMNIFY AND HOLD SURFACE OWNER AND ITS AFFILIATES (AND THE RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS AND/OR MEMBERS OF SURFACE OWNER AND ITS AFFILIATES), EMPLOYEES, CONSULTANTS, CONTACTORS, SUBCONTRACTORS, AGENTS, VISITORS, LICENSEES, INVITEES, SUCCESSORS AND ASSIGNS (“SURFACE OWNER PARTIES”) FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS DIRECTLY ARISING OUT OF OR ATTRIBUTABLE TO THE USE OF THE LANDS AND/OR EXERCISE OF THE EASEMENTS, RIGHT-OF-WAYS, OR OTHER RIGHTS ENCUMBERING THE LANDS, WHETHER THE CAUSE OF ANY SUCH CLAIMS BE THE COMBINED OR SEPARATE ACT, FAULT OR OMISSION OF KMG AND ITS AFFILIATES (AND THE RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS AND/OR MEMBERS OF KMG AND ITS AFFILIATES), EMPLOYEES, CONSULTANTS, CONTACTORS, SUBCONTRACTORS, AGENTS, VISITORS, LICENSEES, INVITEES, SUCCESSORS AND ASSIGNS (“KMG PARTIES”), WHETHER BASED ON A

THEORY OF NEGLIGENCE, STRICT LIABILITY OR A COMBINATION THEREOF, OR THE ACT, FAULT, OMISSION OR LIABILITY OF SOME OTHER PERSON, FIRM OR CORPORATION ACTING UNDER THE AUTHORITY OF KMG PARTIES. THE PROVISIONS OF THIS PARAGRAPH WILL NOT APPLY TO THE EXTENT SUCH CLAIMS WERE CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SURFACE OWNER PARTIES. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL BE LIABLE IN AN ACTION INITIATED BY ONE AGAINST THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF VALUE, LOSS OF PRODUCTION, LOSS OF FINANCIAL ADVANTAGE, LOSS OF PROFIT OR BUSINESS INTERRUPTIONS, HOWEVER SAME MAY BE CAUSED.”

4. The following Section 5 shall be added to the SUA after Section 4 therein:

“5. Underground Injection Wells

*Pursuant to Colorado Oil and Gas Conservation Commission Rule 803.g.(3)C. (the “Rule”), Surface Owner and KMG agree the following is known, conspicuous and meets the requirements set forth in the Rule: **For all Class II UIC Wells, the injected Fluids may contain E&P Waste from the Oil and Gas Operations** (as those terms are defined in the Rule).”*

Miscellaneous

5. Full Force and Effect. Except as specifically amended by this Amendment, all other terms and conditions of the SUA shall continue in full force and effect.

6. Severability. Any provision of this Amendment that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

7. Conflicts. In the event of a conflict between this Amendment and the SUA as to the matters covered herein, this Amendment shall prevail and control.

8. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the COGCC’s Rules and Regulations.

9. Binding Agreement. The terms of this Amendment shall constitute covenants running with the Lands and shall be binding upon the respective heirs, executors, administrators, successors, and assigns of each Party.

10. Authority to Execute. Each Party represents and warrants that it has the right and authority to execute this Amendment in the capacity stated below.

11. Counterpart Execution. This Amendment may be executed in any number of counterparts,

each of which shall be deemed an original instrument, and all of which taken together shall constitute one and the same instrument.

12. Recording. This Amendment shall be recorded in the Official Public Records of the Clerk and Recorders Office in Weld County, Colorado.

[Remainder of page intentionally left blank. Signature and acknowledgement pages follow.]

IN WITNESS WHEREOF, Surface Owner has caused this Amendment to be executed by its duly authorized representative on the date set forth in the acknowledgment below, to be effective on the date first above written.

SURFACE OWNER:

Rocky Mountain Midstream LLC,
a Texas limited liability company

By: Kristy J Stoll
Name: Kristy Stoll
Title: Land Representative III and Attorney-in-Fact

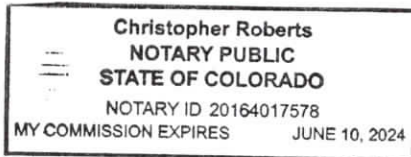
ACKNOWLEDGEMENT

STATE OF Colorado)
)ss
COUNTY OF Adams)

This instrument was acknowledged before me this 26th day of June, 2023, by Kristy Stoll, as Land Representative III and Attorney-in-Fact of Rocky Mountain Midstream LLC, on behalf of the limited liability company.

Witness my hand and official seal.

(Seal)




[Signature]
Notary Public
My commission expires June 10, 2024

*Surface Owner's signature page to
Amendment to Easement, Right-of-Way and Surface Damages Agreement
dated June 22, 2023.*

IN WITNESS WHEREOF, KMOG has caused this Amendment to be executed by its duly authorized representative on the date set forth in the acknowledgment below, to be effective on the date first above written.

KMOG:

Kerr-McGee Oil & Gas Onshore LP,
a Delaware limited partnership

By:  DS
RCM
Name: Don C. Jobe, III
Title: Attorney-in-Fact TW

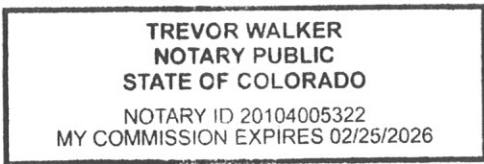
ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY and)ss
COUNTY OF DENVER)

This instrument was acknowledged before me this 22nd day of June, 2023, by Don C. Jobe, III, as Attorney-in-Fact for Kerr-McGee Oil & Gas Onshore LP, on behalf of the limited partnership.

Witness my hand and official seal.

(Seal)





Notary Public
My commission expires 2/25/2026

EXHIBIT A

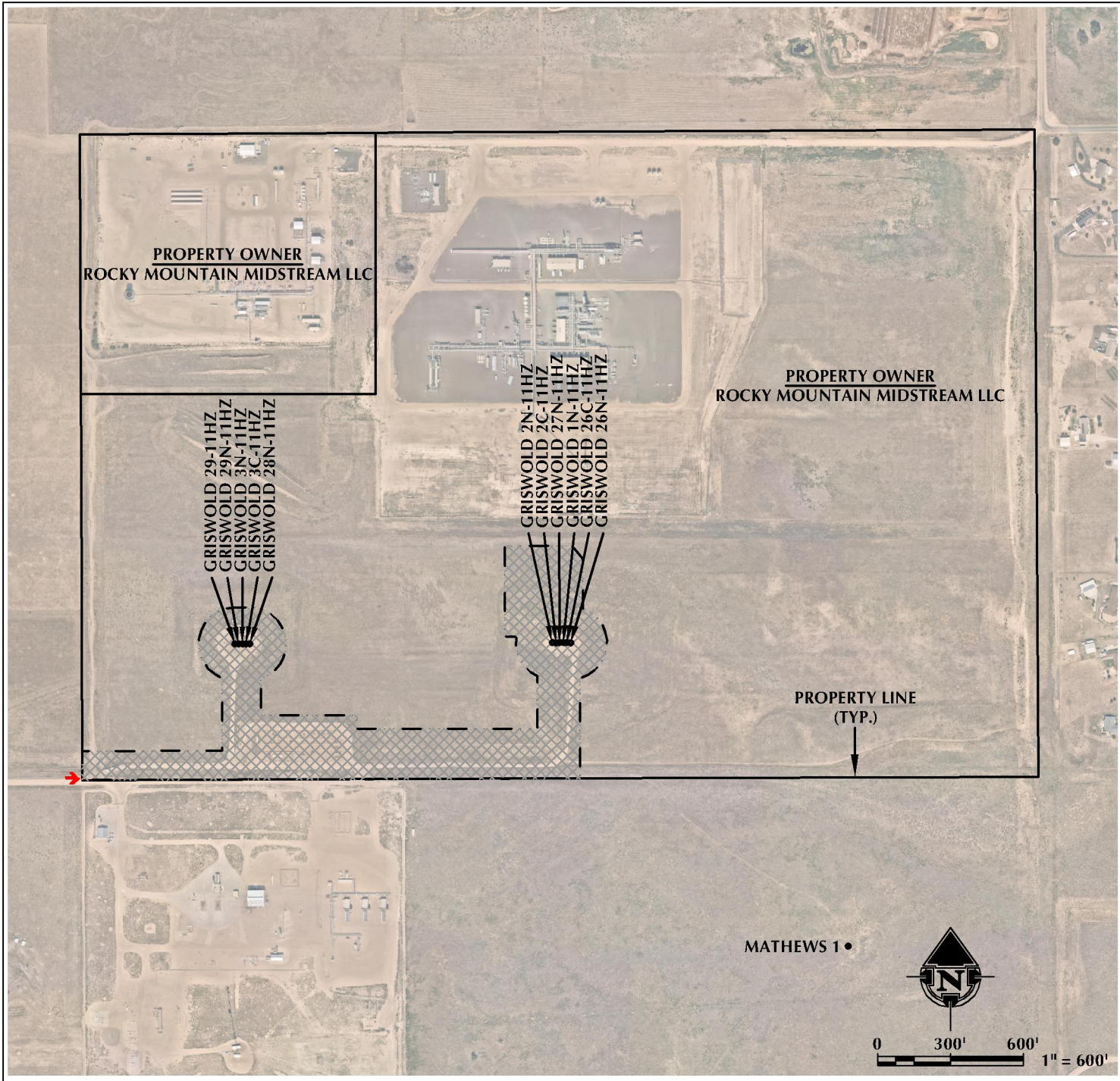
Attached to and made a part of that Amendment to Easement, Right-of-Way
and Surface Damages Agreement dated June 22, 2023, by and between
Rocky Mountain Midstream LLC, as Surface Owner, and Kerr-McGee Oil & Gas Onshore LP.

Easement Areas

See attached.

EXHIBIT A EASEMENT AREAS


E1/2 SW1/4 & SE1/4 SECTION 11, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M.



LEGEND

-  EASEMENT AREAS
-  EXISTING WELL
-  PROPERTY ACCESS POINT
-  PROPERTY LINE

K:\AHD\AR609\2020\2020_50_GRI5W01D.WE\GRI5W01D.WE_6/9/2023 1:50:56 PM_s.aundberg

 <p>609 CONSULTING, LLC LOVELAND OFFICE 6706 North Franklin Avenue Loveland, Colorado 80538 Phone 970-776-4331</p>	<p>DATE SURVEYED: 6/1/21 DATE: 6/9/23 DRAFTER: GLK REVISED:</p>	<p>DATA SOURCES: - AERIAL COURTESY OF NEARMAP.</p>	<p>PREPARED FOR: Kerr-McGee Oil & Gas Onshore LP</p>
--	--	---	--