

LICENSE TO ENTER TO RE-PLUG AND ABANDON THE KILKER #1 WELL

South Weld Holdings LLC, whose address is 8301 E Prentice Ave Ste, 120, Greenwood Village, CO 80111-2903 (hereinafter "Licensor"), the owner of property in Adams County, Colorado described as Parcel Number 147332100002 (the "Property"), does hereby grant this License to Enter ("License") to allow POCO Holdco, LLC, whose address is 16400 Dallas parkway, Suite 400, Dallas, Texas 75248 (hereinafter "POCO" or "Licensee"), its employees, authorized agents and contractors ("Crews"), to enter in, to, across and under the Property for the purposes of re-plugging and abandoning the Kilker #1 well (API No. 05-001-05084) ("Well"), as required by the Colorado Energy and Carbon Management Commission ("ECMC") and under the applicable ECMC regulations (hereinafter, the "Operations"), and reclaiming the surrounding lands and area to substantially the same condition as they existed prior to the Operations (hereinafter, the "Reclamation").

This License is subject to the following conditions and limitations:

1. This License is limited to the boundaries of Adams County, Colorado Parcel Number 147332100002 ("License Area").
2. This License shall be effective as of 11/1/2023 and expire 12/15/2023 for Operations and Reclamation, unless extended based on Licensee's reasonable necessity.
3. Crews will coordinate access to the Property by contacting Jason VonLembke at (720) 292-3813 at least 24 hours prior to entry.
4. Licensee hereby agrees to be responsible for and get paid 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 and License area 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, caused by Licensee or its Crews and 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, unless caused in whole or in part by Licensor's negligence, gross negligence or willful misconduct.

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, at least 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 and make commercially reasonable efforts to cause the minimum inconvenience and damage to Licensor and Licensor's Property, including the 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

APPROVED AND AGREED TO this 3rd day of November, 2023.

LICENSOR:

South Weld Holdings LLC


By: T. Joshua Shipman
Its: Manager

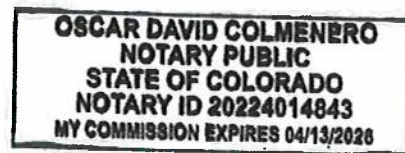
STATE OF COLORADO)

COUNTY OF Archipahoe) ss.

Subscribed and acknowledged before me this 3rd day of November, 2023, by T. Joshua Shipman as Manager for South Weld Holdings LLC.

WITNESS my hand and official seal.

My commission expires: 4/13/2026.




NOTARY PUBLIC

LICENSEE:

POCO Holdco, LLC


By: Luke Allen
Its: CEO

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

Subscribed and acknowledged before me this 31st day of October, 2023, by Luke
Allen as CEO for POCO Holdco, LLC.

WITNESS my hand and official seal.

My commission expires: 7-7-2025.




NOTARY PUBLIC