

June 20, 2024

Monte Peak Minerals LLC  
5950 Sherry LN, STE 700  
Dallas, TX 75225-6562

RE: CONSENT AND AGREEMENT FOR THE RE-ENTRY OF THE BERGLUND  
MYERS 42-19 & OSCAR & JENNIE BERGLUND 1

Township 2 North, Range 63 West 6<sup>th</sup> PM

Section 19: All that part of the N/2 and SE/4 lying North and West of the Chicago  
Burlington & Quincy Railroad Right-of-Way, also known as Weld County Parcel#  
130319000003 (the "Lands")  
Weld County, Colorado

This consent and agreement is between Kerr-McGee Oil & Gas Onshore LP ("KMOG") and the undersigned which outlines the operations referenced above and the terms and condition agreed to by the parties for the operations as described herein. The abandoned BERGLUND MYERS 42-19 and the OSCAR & JENNIE BERGLUND 1 ("Wells") located on the Lands need to be re-entered and re-plugged to comply with present day standards set forth by the Colorado Energy and Carbon Management Commission ("CECMC"). Prior to commencement of these operations, the CECMC requires the Operator to inform you, and to seek your consent for the operations set forth herein. A plat is enclosed depicting the location of the Well according to records on file with the CECMC.

KMOG needs to locate the abandoned wellbores, which are currently cut and capped below grade, bring them back to the surface, and permanently plug and abandon the Wells according to the CECMC's current rules, regulations, and procedures for well abandonment operations. Following the completion of these activities, KMOG will cut the Wells below grade and reclaim all disturbed areas to as near a condition that existed immediately prior to entering the Lands for these activities. By this letter, you consent to KMOG's entry on to the Lands to conduct all necessary operations on the Wells.

As compensation for access and crop damages KMOG is offering five thousand dollars (\$5000) for each of the two above referenced wells for a total of ten thousand dollars (\$10,000) payable within thirty (30) days of executing this document by all parties. If payment is to be directed to the ag tenant, KMOG will need an active paid-up farm lease or affidavit from owners in order to pay tenant directly. Payee will complete in full an IRS Form W-9 before payment can be made.

Acceptance of this offer and payment as set forth in this offer letter shall constitute full and final settlement regarding the described operations set forth herein, and Monte Peak Minerals, LLC hereby waives and releases any further claims with respect thereto.

Neither party shall be liable in an action initiated by one against the other for special, punitive, indirect, or consequential damages, loss of value, loss of production, loss of financial advantage, loss of profit or business interruptions, in each case, resulting from or arising out of this agreement, however the same may be caused.

Please acknowledge your consent to the proposed operations and acceptance of the terms and conditions contained herein by signing, dating in the space provided below, and returning this consent and agreement to the undersigned via separate instructions.

Very truly yours,  
KERR MCGEE OIL & GAS ONSHORE LP

Scott Myhr  
Land Negotiator  
Kerr-McGee Oil & Gas Onshore LP

I/we understand that the Well will be re-entered and re-plugged on my/our land and I/we consent to those operations.

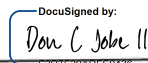
**Monte Peak Minerals, LLC**

By:  \_\_\_\_\_

Name: David Richardson

Title: SVP Land

**Kerr-McGee Oil & Gas Onshore LP**

By:  \_\_\_\_\_  
DocuSigned by:  
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Name: Don C. Jobe, III, Attorney-in-Fact

BERGLUND MYERS 42-19 and OSCAR & JENNIE BERGLUND 1  
2N-63W-19: NE

