

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement (“Agreement”) is entered into effective as of 8/21/2024, 2024, by and between Rocky Mountain Midstream, LLC whose address is One Williams Center, Tulsa, OK 74172-0140 (“Grantor”) and **Kerr-McGee Oil & Gas Onshore LP** whose address is 1099 18th Street, Suite 700, Denver, CO 80202, hereinafter referred to as (“Grantee”).

Grantor hereby grants permission to Grantee to enter upon and cross, on a non-exclusive basis, the property outlined on the aerial map attached as Exhibit A hereto (“the “Property”), being a portion of those lands described in the Warranty Deed dated June 12, 2019, from Melecio Chavez and Margaret Chavez, to Rocky Mountain Midstream LLC, recorded in the official public records of Weld County under Document Number 4498306 subject to and conditioned upon the following terms and conditions:

1. Access Period. The permission granted by Grantor to Grantee to enter upon and access the Property shall be for the limited period beginning on August 15, 2024, and continuing through and ending on December 31, 2024, unless terminated earlier in accordance with this Agreement. Grantee acknowledges and agrees that such permission is a license only, and that either party may terminate this Agreement at any time upon thirty (30) days advance written notice to the other party. Grantor may immediately terminate this Agreement upon written notice to Grantee if Grantee breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from Grantor.

2. Work. The permission granted to Grantee herein to enter upon and access the Property shall be solely for purposes of locating and re-plugging the CHAMPLIN 1-17 well (API# 05-123-11119) (“Work”) on the Property on behalf of Grantee. Grantee’s shall limit its activities to, and may only conduct the Work within, the portion of the Property identified on Exhibit A (the “Work Site”). This Agreement is limited to access to the Property for conducting the Work, and neither party is obligated to enter into any further agreements with the other party.

3. Notice of Access; Requirements. Grantee will notify Christopher Jahraus by email at Chris.Jahraus@Williams.com, at least seven (7) days before conducting the Work. Such notice must include a detailed plan, schedule for the Work, and number of personal on site, and Grantee must immediately inform Grantor in writing of any material changes to the plan or schedule. Grantee and its employees, agents, and contractors will check in at the office, located at 31633 County Road 398, Keenesburg, Colorado 80643 each time they enter or leave the Property and will attend Grantor’s site-specific operations and safety orientation upon entering the Property. Access to and through the Property to the Work Site shall be along routes designated by Grantor. Grantee, its employees, agents, and contractors agree to abide by all rules and regulations which are promulgated by Grantor from time to time and which are either furnished to Grantee and its employees, agents, or contractors, or clearly posted at the Property. Grantee and its employees, agents, and contractors will at all times when on the Property wear personal protection gear (hard hat, eye protection, steel toe boots, fire retardant shirt and pants) and have on their person a working four gas monitor and H2S awareness cards. Grantor representative may accompany Grantee and its employees, agents, and contractors at all times while on the Property. Grantee shall install and maintain temporary plastic construction fencing around the Work Site while performing activities to conduct the Work.

4. Laws and Regulations. Grantee agrees to abide by and to conduct its activities, and to cause its employees, agents, and contractors to abide by, and conduct their activities hereunder in full compliance with all applicable governmental laws, rules, regulations, and permits and standard industry practices, and in a manner that does not materially interfere with the operations or activities of Grantor and/or its contractors.

5. **Insurance.** Grantee shall carry (i) Comprehensive General Liability Insurance providing bodily injury, including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 per occurrence or claim and a general aggregate limit of at least \$5,000,000; (ii) Automobile Public Liability Insurance providing bodily injury and property damage with a combined single limit of at least \$2,000,000 per occurrence or claim and; (iii) Worker's Compensation Insurance, as required by law, and Employer's Liability Insurance with a limit of at least \$1,000,000 each accident. Only with respect to and to the extent of the liabilities assumed in this Agreement: (a) Grantor and its affiliates shall be included as an additional insured on said policies of insurance in (i) and (ii) above, (b) Grantee hereby waives, and shall cause its insurers of the required insurance to waive, all rights of subrogation against Grantor when permitted by law and (c) the insurance required hereunder shall be primary over and non-contributory to any coverages maintained by Grantor. No entry shall be permitted hereunder unless and until certificates of insurance reflecting the required insurance have been delivered to Grantor. Notwithstanding the foregoing, Grantee may elect to self-insure the required insurance. In the event such election is made, a letter of self-insurance will serve to evidence such election and it will be issued to Grantor prior to entry. If Grantee uses any contractor or subcontractor to perform any work, Grantee warrants that the contractor or subcontractor will maintain insurance meeting insurance requirements applicable to the subcontracted work as determined by Grantee and Grantee will be fully responsible to Grantor for any deficiencies of its contractor's or subcontractor's insurance. This paragraph shall survive expiration or termination of this Agreement.

6. **INDEMNITY. EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF, GRANTOR, GRANTEE SHALL RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND GRANTOR AND ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, AGENTS AND CONTRACTORS (COLLECTIVELY, THE "GRANTOR INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, LEGAL ACTIONS, LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RESULTING FROM THE WORK OR THE ACCESS OR PERFORMANCE OF ANY ACTIVITIES BY GRANTEE, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR ANYONE ELSE ACCESSING THE PROPERTY BY, THROUGH OR UNDER GRANTEE, ITS EMPLOYEES, AGENTS OR CONTRACTORS, PURSUANT TO THE RIGHTS GRANTED TO GRANTEE HEREUNDER, EVEN IF CAUSED BY OR RESULTING FROM THE CONCURRENT OR COMPARITIVE NEGLIGENCE OF ANY OF THE GRANTOR INDEMNIFIED PARTIES. THIS PARAGRAPH SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.**

7. **Disclaimer of Warranties.** Grantor does not warrant title to the Work Site or the Property, and this Agreement is made under and subject and subordinate to any and all encumbrances, easements, licenses, rights-of-way, servitudes, permits, encroachments, gores, strips, roadways, estates, covenants, conditions, exceptions, reservations, restrictions, disputes, closure errors, prior grants, including, without limitation, grants or reservations of coal, oil, gas or other minerals and mining rights and restrictions, that are of record ("Encumbrances"). In connection with the Work, Grantee hereby agrees to comply with, obtain, cause to be obtained, and/or provide any and all necessary consents, notices, or other approvals as required by the Encumbrances. Grantee shall, by entering upon, using and occupying the Work Site and Property, be deemed to have accepted the Work Site, Property, and rights and obligations granted in this Agreement "as is," "where is" and in their then current condition. Grantor makes no representation or warranty (express or implied), now or in the future, with respect to the condition of the Work Site or Property or any other portion of Grantor's property, and Grantee assumes all risks (latent and patent and known and unknown) when using Work Site or Property or other rights granted hereunder, and Grantee hereby releases Grantor from any liability(ies) or loss(es) caused by any such risks/defect(s).

8. Covenant not to Encumber. Grantee agrees not to (i) obtain or cause to be issued any permit, zoning or land development change, or other entitlement that will be binding upon the Property, or (ii) permit any lien to become attached to the Work Site or Property. Grantee is not authorized to do any act that will in any manner encumber the title of Grantor in and to the Property, nor shall the interest or estate of Grantor in the Property be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Grantee and any claim to or lien upon the Work Site or Property arising out of an act or omission of Grantee, or anyone acting by, through, under or on behalf of Grantee, shall be subject and subordinate to the paramount title and rights of Grantor in and to the Property. If any lien or encumbrance is claimed, filed or recorded with respect to the Work Site or Property in violation of this paragraph, Grantee shall have ten (10) days to remove or bond over such lien or encumbrance or Grantee shall be in breach of this Agreement. Upon request, Grantee shall provide Grantor with copies of lien waivers evidencing payment for all labor or materials furnished with respect to the Work. If any lien or encumbrance that is claimed, filed or recorded with respect to the Work Site or Property is not released, removed, or dismissed to Grantor's satisfaction in a timely manner, Grantee will have the right to proceed with payment to obtain lien waivers, and Grantee will reimburse Grantor for the costs Grantor incurs to obtain such lien waivers. Reimbursement will be made to Grantor not less than fifteen (15) days after receipt of an invoice from Grantor.

9. Damages. Grantee agrees that Grantee shall be responsible for any and all losses or damage caused by or arising out of any of the activities conducted by Grantee, its employees, agents, or contractors, or anyone accessing the Property by, through or under Grantee or its contractors, pursuant to the rights granted to Grantee hereunder. Upon the earlier of completion of the Work or expiration or termination of this Agreement, Grantee will, at its sole cost, remove all of its equipment and personnel from the Property and restore the Property and all roads, gates, fences, and drainage ditches to the same or better condition as the roads, gates, fences, and drainage ditches were in prior to their use by Grantee and its employees, agents, or contractors. If not removed and restored to Grantor's satisfaction in a timely manner, Grantee will have the right to complete or cause to be completed such removal and restoration and Grantee will reimburse Grantor for the documented and itemized costs Grantor incurs to complete such removal and restoration. Reimbursement will be made to Grantor not less than thirty (30) days following Grantee's receipt of an invoice with the appropriate documenting support from Grantor.

10. Right to Removal. Nothing in this Agreement will be construed to deny, Grantee acknowledges and agrees (a) that Grantor may at any time suspend the Work if Grantor determines in its sole discretion that these activities pose an imminent and substantial threat of personal injury or property damage until such issue is resolved, and (b) that Grantee may in its sole discretion refuse entry to, or to remove immediately from the Property, any person.

11. Miscellaneous. Grantee may not transfer or assign this Agreement or Grantee's rights or obligations hereunder without Grantor's prior written consent. Any attempt by Grantee to assign without Grantor's prior written consent shall be null and void. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, together, shall be deemed to be one and the same instrument. The failure of a party to insist in any one or more instance on the performance of any term or condition of this Agreement shall not operate as a waiver of any future performance of that term or condition. This Agreement fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between Grantor and Grantee regarding the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by each party.

[Signature Page Follows]

IN WITNESS WHEREOF, this Temporary Access Agreement is executed by the parties on the dates set forth below to be effective for all purposes as of the date first set forth above.

GRANTOR:

Rocky Mountain Midstream LLC

DocuSigned by:
Kristy Stoll
By: _____
Name: Kristy Stoll
Title: Attorney-in-Fact
Date: 8/21/2024

GRANTEE:

Kerr-McGee Oil & Gas Onshore LP

DocuSigned by:
Don C Jobe III
By: _____
Name: Don C. Jobe, III
Title: Attorney-in-Fact
Date: 8/16/2024

Exhibit A
Work Site

