

ACCESS AGREEMENT

This Access Agreement ("Agreement") is entered into effective as of August 5, 2024, by and between **Plains Marketing, L.P.** whose address is 333 Clay St. Ste. 1600, Houston, TX 77002 ("Plains") and **Kerr-McGee Oil & Gas Onshore LP** whose address is 1099 18th Street, Suite 700, Denver, CO 80202, hereinafter referred to as ("Grantee").

Plains hereby grants permission to Grantee to enter upon and cross the property outlined on the aerial map attached as Exhibit A hereto ("the "Property"), being a portion of those lands described in the General Warranty Deed dated March 6, 2012, from Alan J. Vaughn and wife, Lynnette J. Vaughn, to Plains Marketing, L.P., recorded in the official public records of Weld County, Colorado, under Document Number 3830712 subject to and conditioned upon the following terms and conditions:

1. Access Period. The permission granted by Plains to Grantee to enter upon and access the Property shall be for the limited period beginning on June 15, 2024, and continuing through and ending on December 31, 2024.

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 PHILLIP 1 well (API# 05-123-10345) ("Work") on the Property on behalf of Grantee. 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. Grantee will notify Jason Norris by email at Jason.norris@plains.com or by phone at 307-532-1796, at least forty-eight (48) hours before conducting the Work, and will check in at the Plains Tampa Crude Rail Terminal, located at 36136 County Road 398, Tampa, Colorado 80643 prior to entering the Property. Access to the Property shall be along routes designated by Plains. Grantee, its employees, agents, and contractors agree to abide by all rules and regulations which are promulgated by Plains from time to time and which are either furnished to Grantee or clearly posted at the Plains Tampa Crude Rail Terminal.

4. Reserved.

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

6. Insurance. Grantee and its contractors 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) Plains 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 Plains when permitted by law and (c) the insurance required hereunder shall be primary over any coverages maintained by Plains. No entry shall be permitted hereunder unless and until certificates of insurance reflecting the required insurance have been delivered to Plains. 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 Plains prior to entry.

7. **INDEMNITY.** EXCEPT TO THE EXTENT CAUSED SOLELY BY THE NEGLIGENCE OF, OR BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF, PLAINS, GRANTEE SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND PLAINS AND ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, AGENTS AND CONTRACTORS (COLLECTIVELY, THE "PLAINS 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) RESULTING FROM THE ACCESS OR PERFORMANCE OF ANY ACTIVITIES BY GRANTEE, ITS CONTRACTORS, OR ANYONE ACCESSING THE PROPERTY BY, THROUGH OR UNDER GRANTEE, ITS AGENTS OR ITS 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 PLAINS INDEMNIFIED PARTIES.

8. **Damages.** Grantee agrees that Grantee shall be responsible for any damage directly caused by 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.

9. **Right to Removal.** Nothing in this Agreement will be construed to deny or otherwise limit Plains' right to refuse entry to, or to remove immediately from the Property, any person.

10. **Counterparts.** 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.

IN WITNESS WHEREOF, this 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.

PLAINS:

Plains Marketing, L.P.
By Plains GP LLC,
Its general partner

By: _____

George N. Polydoros, Jr.
Vice President

Date: 8/6/24

GRANTEE:

Kerr-McGee Oil & Gas Onshore LP

DocuSigned by:

By: Don C. Jobe III

Name: Don C. Jobe, III

Title: Attorney-in-Fact

Date: 8/5/2024

Exhibit A

