

CONSENT AND AGREEMENT FOR THE STREMEL 1 RE-ENTRY

This CONSENT AND AGREEMENT FOR THE STREMEL 1 RE-ENTRY (this "**Agreement**") is made and entered into as of the 27 day of January, 2026 (the "**Effective Date**"), by and between Brett C. Arnusch Trust, C/O Brett Arnusch, 33521 County Road 16, Keenesburg, CO 80643 ("**Owner**"), and KERR-MCGEE OIL & GAS ONSHORE LP, a Delaware limited Partnership, whose address is 1099 18th Street, Suite 700, Denver, Colorado 80202 ("**Kerr-McGee**"). Owner and Kerr-McGee may hereinafter sometimes be referred to, collectively, as the "**Parties**," and, individually, as a "**Party**."

WHEREAS, Owner is the owner of the real property described on **Exhibit A** attached hereto and hereby made a part hereof (the "**Property**");

WHEREAS, An abandoned oil and gas well commonly referred to as the STREMEL 1 ("**Well**") is located on the Property. A plat is enclosed as Exhibit C depicting the location of the Well according to records on file with the ECMC, and such plat is incorporated herein by reference. Kerr-McGee desires to permanently plug and abandon the Well according to the ECMC's current rules and regulations for well abandonment operations;

WHEREAS, Kerr-McGee desires to re-enter and re-plug the Well to comply with present day standards set forth by the Colorado Energy and Carbon Management Commission ("**ECMC**");

WHEREAS, Prior to commencement of these operations, the ECMC requires Kerr-McGee to seek the consent of Owner for the operations on the Property described herein; and

WHEREAS, Kerr-McGee requires the use of a portion of the surface and subsurface of the Property, as more fully set forth herein, limited to the re-entry, and re-plugging of the Well.

NOW THEREFORE, for and in consideration of the agreements and covenants to be performed hereunder, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of License to Conduct Operations**. Owner hereby grants and conveys to Kerr-McGee, its successors, and assigns, during the term hereof a license to enter and use the portion of the surface of the Property as shown on **Exhibit B** and the subsurface where the Well bore is located solely for the purpose of re-entering, re-plugging, and permanently abandoning the Well in accordance with current applicable law. Such operations may include, without limitation: locating and exposing the existing wellbore; removal of existing plugs or wellhead equipment; mobilization and operation of a workover or plugging rig; drilling out and setting cement plugs; testing and verification as required by regulatory authorities; cutting and capping casing below grade; temporary storage of equipment and materials; use of approved access routes; and surface restoration activities (the "**Operations**"). Operator shall not conduct drilling on the Property for production, recompletion, stimulation, or any operations unrelated to the permanent plugging and abandonment of the Well without the prior written consent of Owner. The license granted hereunder includes, the right to (i) use the surface and subsurface of the Property in the area depicted on **Exhibit B**, attached hereto and made a part hereof and labeled "**Operations Area**," to conduct the Operations, together with the license to use the Operations Area to the extent and as may be necessary (or necessarily incidental) to such Operations; (ii) drill into and through the subsurface underlying the

Operations Area following within the current wellbore for the Well; and (iii) build, utilize, maintain, repair, and remove the road depicted on **Exhibit B** (the “*Access Road*”) along with rights of ingress and egress, in each case on and over the Operations Area and Access Road as specifically shown and described in **Exhibit B**.

Kerr-McGee shall access the Operations Area exclusively by means of the Access Road as shown on **Exhibit B**. Kerr-McGee shall not access or use any portion of the surface of the Property other than the Operations Area and the Access Road except in the event of an emergency or after obtaining the written consent of Owner, which consent shall not be unreasonably withheld, conditioned, or delayed.

2. **Waivers and Authorizations.** Owner agrees to execute, acknowledge, and deliver to Kerr-McGee and its successors and assigns such further authorizations as may be reasonably necessary for Kerr-McGee to obtain approval of the Operations from all applicable regulatory authorities with authority over the Property, the Well, or the Operations. Furthermore, Owner understands that this Agreement may be used as the authorization form for access and other permit submittals. Owner agrees that this Agreement satisfies any requirement for a consent by the Owner and agrees that Kerr McGee and its successors and assigns may provide a copy of this Agreement to the ECMC or to any other state or local body in satisfaction of such requirement for any of the authorizations or consents provided for herein.

3. **Payment.** In consideration of the license granted herein, the Parties shall, contemporaneously with the execution of this Agreement, execute and deliver to the other Party the Compensation Agreement in the form attached hereto as **Exhibit D** (the “*Compensation Agreement*”). The consideration set out in the provisions hereof and of the Compensation Agreement shall represent the full, complete, and final terms regarding the consideration due to Owner from Kerr-McGee during the term hereof for the rights granted to Kerr-McGee hereunder but are not intended to be compensation to Owner for damages to the Property from activity of Kerr-McGee and its contractors and service providers outside of the scope of the Operations and the terms of this Agreement. This limitation on compensation shall not apply to damages arising from soil, water or air contamination, methane migration, subsurface issues, reclamation failures, or negligence by Kerr-McGee or its contractors, for which Owner expressly reserves all rights and remedies.

4. **Term.** This Agreement shall commence on the Effective Date and shall terminate upon completion of the Operations and the restoration of the Property as required in the following paragraph all of which must be concluded prior to April 1, 2026 (the “*Outside Termination Date*”).

5. **Restoration of the Property.** Upon completion of the Operations Kerr-McGee shall commence restoration, and complete restoration no later than April 1, 2026. Kerr-McGee shall restore the surface of the Property affected by the operations authorized hereunder in accordance with this Agreement and any applicable rules, regulations, and guidelines of the ECMC and any other state or local governmental entity with jurisdiction, as near as reasonably practicable to the condition that existed immediately prior to the execution hereof (the “*Restoration*”). Restoration shall include but not be limited to removal of the fence described in the following section, survey of the exact location of the Well and noting the depth under the surface of the Property at which the Well was cut off, which depth shall not be less than five (5) feet below the surface of the Property at the location of the Well, removal of all equipment and materials from the Property, decompaction of compacted soils in the Operations Area and Access Road to a depth of at least 18 inches, and testing to confirm restoration of soil productivity to pre-operations levels.

6. **Fencing of Operations Area and Access Road.** The Parties acknowledge that Owner or a tenant of Owner use the Property for farming operations. The Parties agree that, before Kerr-McGee commences any of the Operations (including but not limited to site preparation) on the Access Road or Operations Area, Kerr-McGee shall construct a fence to separate the Access Road and the Operations Area from the balance of the Property in order to minimize the risk of harm to the remainder of the Property during the term of Kerr-McGee's operations as contemplated hereunder. Kerr-McGee shall maintain such fence in good order until completion of the Restoration. The fence shall be, at minimum, a one-strand wire fence with ribbons tied thereto for visibility and reasonably sufficient to constrain vehicle traffic to the Access Road and the Operations Area. After Kerr-McGee is finished with the Operations and as a part of the Restoration, Kerr-McGee shall remove the fence.

7. **Insurance.** Kerr-McGee shall at all times maintain appropriate insurance, including, without limitation, workers' compensation insurance, in compliance with Colorado law for its employees involved in the conduct of the Operations and general liability insurance in such amounts as are not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence and FOUR MILLION DOLLARS (\$4,000,000) in the aggregate. Such insurance shall cover liabilities arising out of the Operations and all activities conducted by Kerr McGee on or around the Property including, but not limited to, the Operations Area and Access Road. Owner shall be named as an additional insured on all such insurance policies and shall be provided with certificates of insurance evidencing the coverage required under this provision. All such insurance policies (and such certificates evidencing the same) shall state that the insurance coverage shall not be canceled, materially changed, or non-renewed except after thirty (30) days prior written notice has been given to Owner. However, if the policy is cancelled for non-payment of premium, ten (10) days prior written notice will be given to Owner. If Grantee elects to self-insure, a letter of self-insurance will be issued to Owner.

8. **General Operational Requirements.**

a. **Weeds/Trash/Refuse/Dust/Erosion Control.** Kerr-McGee shall at all times keep the Access Road and Operations Area free of debris, trash, refuse, pipe, equipment, liquids, chemicals, or other materials (except soil) that are not necessary for the Operations, and shall take reasonable measures to control erosion, and shall spray, mow, or otherwise control noxious weeds. No such debris, trash, refuse, pipe, equipment, liquids, chemicals, or other materials will be burned or buried on the Operations Area or elsewhere on the Property.

b. **Topsoil.** In all operations conducted by Kerr-McGee on the Operations Area and Access Road requiring excavation or removal of soil, the topsoil will be separated from the subsurface soil and, following the completion of the Operations as part of the Restoration, Kerr-McGee will place the topsoil and subsurface soil back in proper order and restore the surface of the Operations Area disturbed by such operations as near as reasonably practicable to the condition that existed immediately prior to the execution hereof as required above at Section 5.

c. **Water Testing.** Kerr-McGee shall test the quality the water well serving the neighboring affiliated property prior to commencement of its operations on the Operations Area to establish the baseline water quality and provide the results of the same to Owner.

d. **Damage to Property.** If there is damage, beyond the usual and customary damage to the Property arising from the Operations, in Kerr-McGee's sole discretion and to the reasonable satisfaction of Owner, which satisfaction shall not be unreasonably withheld, conditioned, or delayed, Kerr-McGee shall either: (i) promptly repair the damage, (ii) promptly replace the damaged property, or (iii) pay reasonable compensation to Owner for the damage or an amount

equal to the reasonable costs to repair the damage. No existing fences, cattle guards, drain tiles or other improvements shall be cut or damaged by Kerr-McGee without the written consent of Owner, which consent shall not be unreasonably withheld, conditioned, or delayed.

9. **Application to Affiliates, Contractors, and Other Representatives.** The Parties recognize, and Owner agrees, that Kerr-McGee may exercise its rights and obligations under this Agreement through its own personnel, or through affiliates, subsidiaries, operators, vendors, contractors, subcontractors, gatherers, transporters, agents, required government agencies, and other representatives, including the agents, officers, representatives, and employees of any of the foregoing. All obligations, requirements, terms, and provisions of this Agreement applicable to Kerr McGee shall also be applicable to its own personnel, affiliates, subsidiaries, operators, vendors, contractors, subcontractors, gatherers, transporters, agents, and other representatives, including the agents, officers, representatives, and employees of any of the foregoing.

10. **Scope of License; Warranty.** The Parties acknowledge that this Agreement is written and intended to cover all the rights granted hereunder, in both the surface and subsurface of the Property. Owner represents and warrants to Kerr-McGee that it owns all or a portion of the surface estate of the Property, subject to all encumbrances and other matters found in the real property records of Weld County, Colorado, and has the right and legal authority to enter into this Agreement. The Parties represent to each other that this Agreement constitutes a valid and legally binding obligation and is enforceable against the Parties in accordance with the terms of this Agreement. Kerr McGee represents that it has or shall have the legal right and regulatory approval required for the Operations prior to commencing the Operations.

11. **Force Majeure.** In the event that any express covenant, implied covenant, or obligation contained herein is not fulfilled within the time period required hereby, and such failure is beyond Kerr-McGee's reasonable control, including but not limited to compliance with any regulations, order of instruction of any federal, state or municipal government or any department or agency thereof, acts or omissions of any other party hereto, acts of civil or military authority, fires, strikes, lockouts, embargoes, or other industrial disturbances, acts of the public enemy, blockades, terrorism, riots, epidemics, pandemics, lighting, earthquakes, floods, explosions, accidents or repairs to machinery or pipes, delays of carriers, inability to obtain necessary approvals, permits, labor, materials or rights of way on reasonable terms, acts of public authorities, Acts of God, or any other causes, whether or not of the same kind as enumerated herein, not within the control of Kerr-McGee and which by the exercise of due diligence Kerr-McGee is unable to overcome, then in the event of such delay, the date required for fulfillment of such obligation shall be automatically extended for a period equal to the time lost by reason of the delay. In no event, however, shall this provision apply to an obligation requiring solely the payment of money.

12. **Assignment.** This Agreement is not assignable by any Party without the written consent of the other Party, which consent shall not be unreasonably delayed, conditioned, or denied. Each Party shall provide notice to the other Party in the event of any such desired assignment not less than thirty (30) days prior to the desired effective date thereof.

13. **Recording.** Kerr-McGee shall have the right to record this Agreement in the real property records of the Clerk and Recorder of Weld County, Colorado ("***County Records***"). Kerr-McGee shall record a release of this Agreement in the County Records upon completing the Operations and Restoration. Notwithstanding the foregoing, this Parties agree that if this Agreement is recorded by Kerr McGee and if Kerr McGee shall fail to record a release of this Agreement upon completing the Operations and

Restoration, this Agreement shall be deemed released and shall no longer burden the Property on the Outside Termination Date.

14. **Counterparts; Signatures.** This Agreement may be executed in any number of counterparts, and each such counterpart shall be effective as to each Party that executes same whether or not all Parties execute the same counterpart. If counterparts of this Agreement are executed, the signature pages from the various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Agreement, but each counterpart shall be considered an original. Copies of signatures of the Parties, whether by facsimile, photocopy, or electronic scans, shall be treated as originals for all purposes.

15. **Compliance with Laws.** In conducting the Operations hereunder, Kerr-McGee shall comply with all governmental rules, regulations, and statutes, including those regarding environmental requirements.

16. **Agreement Runs with Land.** This Agreement shall run with the Property and shall be binding on the respective heirs, successors, assigns, and personal representatives of the Parties.

17. **INDEMNITY.** EACH PARTY (THE "***INDEMNIFYING PARTY***") AGREES TO INDEMNIFY, DEFEND, PROTECT AND HOLD THE OTHER PARTY (THE "***INDEMNIFIED PARTY***") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES TO THIRD PARTIES, INCLUDING WITH WITHOUT LIMITATION ANY CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES), EXPENSES, DAMAGES, LOSSES, CAUSES OF ACTION OR SUITS FOR DAMAGES (COLLECTIVELY, "***LOSSES***") ARISING OUT OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS RESULTING FROM THE ACTIONS OF, OR BREACH OF THIS AGREEMENT BY, SUCH INDEMNIFYING PARTY, EXCEPT TO THE EXTENT SUCH LOSSES ARE CAUSED BY THE GROSS NEGLIGENCE, STRICT LIABILITY, OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY.

a. Kerr-McGee shall protect, indemnify, and hold harmless Owner from any Claims under Environmental Laws relating to the Property that arise out of the Operations or otherwise related to this Agreement. Kerr-McGee will not protect, indemnify, and hold harmless Owner from any Claims under Environmental Laws arising prior to the Effective Date or otherwise unrelated to the Operations or actions of Kerr-McGee. Owner shall fully protect, defend, indemnify, and hold harmless Kerr-McGee from any and all Claims under Environmental Laws relating to the Property that arise prior to the Effective Date or that arise out of Owner's actions or inactions.

b. "Claim" shall mean any and all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees in defending against such losses, claims, damages, judgments, fines, or liabilities.

c. "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or orders (whether currently existing or hereafter adopted) of any federal, state or local governmental authority, which relate to or otherwise impose liability, obligation, standards with respect to

pollution or the protection of the environment, or workplace health or safety including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901, et seq.), the Clean Water Act (33 U.S.C. §§ 466, et seq.), the Safe Drinking Water Act (14 U.S.C. § 1401, et seq.), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801, et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), and the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.).

d. Notwithstanding anything to the contrary herein, 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.

18. **Choice of Law; Venue; Jurisdiction.** This Agreement shall be governed by the laws of the State of Colorado without regard to any choice of law rules that would refer to or apply the laws of another jurisdiction. Any and all legal disputes under or in connection with this Agreement shall be heard in the state courts sitting in Weld County, Colorado and their respective courts of appeals, and each Party agrees to submit to the exclusive jurisdiction of such courts for any such action. The provisions of this Section 18 shall survive termination of this Agreement.

19. **Default; Notice and Cure.** If any Party believes that another Party is in default of any of its obligations under this Agreement, then prior to exercising any rights or remedies provided for in this Agreement or at law or in equity for such breach, the Party or Parties alleging such breach must give written notice to the defaulting Party of the existence of such default, specifying the action or omission constituting such default, and the defaulting Party shall have thirty (30) days after receipt of such written notice within which to cure or commence to cure such default in the event cure within thirty (30) days is not practical.

20. **Titles and Headings.** The titles and headings used in this Agreement are for illustrative purposes only and shall not be construed as terms of this Agreement.

21. **Entire Agreement.** This Agreement, along with the exhibits attached hereto, embodies and includes the entire agreement between the Parties with respect to the subject matter contained herein and no reliance is placed upon previous writings, communications or implied representations, inducements, or understandings of any kind whatsoever and they are excluded here from.

22. **Severability.** If a court of competent jurisdiction determines that any clause or provision of this Agreement is void, illegal, unenforceable or unconscionable under any present or future law (or interpretation thereof), the remainder of this Agreement shall remain in full force and effect, and the clauses or provisions that are determined to be void, illegal, unenforceable, or unconscionable shall be deemed severed from this Agreement as if this Agreement had been executed with the invalid provisions eliminated; provided, however, that notwithstanding the foregoing, if the removal of such provisions destroys the legitimate purposes of this Agreement, then this Agreement shall no longer be of any force or effect. The Parties shall negotiate in good faith for any required modifications to this Agreement required as a result of this provision. In the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does

not cause such part to be unenforceable or in conflict with applicable laws. No right or interest created by this Agreement shall continue longer than the maximum term allowed by applicable state law. If such a right or interest is capable of extending beyond the term permitted by law, then it shall terminate at the expiration of the latest time permitted by law.

23. **Notices.** All notices and communications required or permitted under this Agreement shall be in writing addressed as indicated below, and any communication or delivery hereunder shall be deemed to have been duly delivered upon the earliest of: (a) actual receipt by the Party to be notified; (b) if sent by U.S. certified mail, postage prepaid, return receipt requested, then the date shown as received on the return notice; (c) if by email, upon receipt, provided that if such email is received after 5:00 pm local time of such recipient, such email will be deemed to have been received on the following business day; or (d) if by Federal Express overnight delivery (or other reputable overnight delivery service), the date shown on the notice of delivery. Addresses for all such notices and communication shall be as follows:

If to Owner:
Brett C. Arnusch Trust
C/O Brett Arnusch
33521 County Road 16
Keenesburg, CO 80643

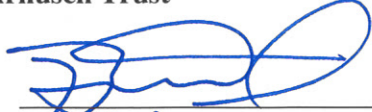
If to Kerr-McGee:
Kerr-McGee Oil & Gas Onshore LP
1099 18th Street, Suite 700
Denver, Colorado 80202
Attn: DJ Surface Land Manager

(Signature and acknowledgment pages follow.)

IN WITNESS WHEREOF, this Agreement has been signed by Owner as of its acknowledgment below, but to be effective for all purposes as of the Effective Date.

OWNER:

Brett C. Arnusch Trust

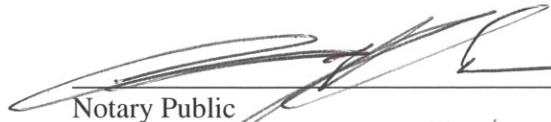
By: 
Name: Brett Arnusch
Title: Trustee

ACKNOWLEDGMENT

STATE OF COLORADO §
 §
COUNTY OF Weld §

This instrument was acknowledged before me on this 27 day of January, 2026, by Brett Arnusch as Trustee of the Brett C. Arnusch Trust, on behalf of said trust.

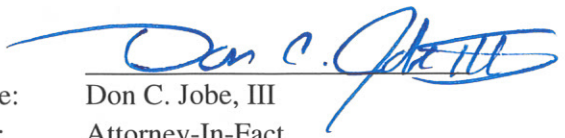
SCOTT MYHR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184033623
MY COMMISSION EXPIRES SEPTEMBER 12 2026


Notary Public
My Commission Expires: September 12, 2026

IN WITNESS WHEREOF, this Agreement has been signed by Kerr-McGee as of its acknowledgment below, but to be effective for all purposes as of the Effective Date.

KERR-MCGEE:

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

By: 
Name: Don C. Jobe, III
Title: Attorney-In-Fact

ACKNOWLEDGEMENT

STATE OF COLORADO §
CITY & §
COUNTY OF DENVER §

This instrument was acknowledged before me on this the 27 day of January, 2026, by Don C. Jobe, III as Attorney-in-Fact for Kerr-McGee Oil & Gas Onshore LP, on behalf of said limited partnership.

SCOTT MYHR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184033623
MY COMMISSION EXPIRES SEPTEMBER 12, 2026


Notary Public
My Commission Expires: September 12, 2026

EXHIBIT A

Attached to and made a part of that Surface and Subsurface Use Agreement dated effective January 27, 2026, by and between the Brett C. Arnusch Trust, as Owner, and Kerr-McGee Oil & Gas Onshore LP, as Kerr-McGee.

Property

PARCEL B of Subdivision Exemption No. 481, recorded November 29, 1993 in Book 1413 as Reception No. 2361299, being a part of the E 1/2 of the SW 1/4 of Section 27, Township 2 North, Range 63 West of the 6th P.M., County of Weld, State of Colorado.

(End of Exhibit A.)

EXHIBIT B

Attached to and made a part of that Surface and Subsurface Use Agreement dated effective January 27, 2026, by and between the Brett C. Arnusch Trust, as Owner, and Kerr-McGee Oil & Gas Onshore LP, as Kerr-McGee.

Operations Area and Access Road

