

RIGHT OF ENTRY AND TEMPORARY SURFACE USE AGREEMENT

THIS RIGHT OF ENTRY AND TEMPORARY SURFACE USE AGREEMENT ("Agreement"), dated effective this 6th day of February, 2026 ("Effective Date"), is made by and between the undersigned, Closed A3, LLC whose address is P.O. Box 29, Lucerne, CO 80646 ("Owner"), and Noble Energy, Inc., whose address is 2115 117th Avenue, Greeley, Colorado 80634 ("Noble"). Owner and Noble are individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS, Owner is the surface owner and in possession of the surface estate for the following described lands in Weld County, Colorado ("Lands");

Township 6 North, Range 65 West, 6th P.M.
Section 20: SE/4NW/4

WHEREAS, the Adams 3-20 well (API # 05-123-13658) ("Well") is located on the Lands and Noble desires to access the Lands for the purpose of conducting operations on the Well, including re-entry, reworking, maintenance, plugging and abandoning operations ("Operations").

WHEREAS, in the absence of any other valid and existing agreement between the Parties, Owner recognizes and agrees to grant Noble the temporary right to access the Lands and Well to perform the Operations, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the sum of _____ and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Temporary Access. Owner grants to Noble, access over, upon, through, and across the Lands as a means of access, ingress and egress for equipment, machinery, vehicles, supplies, and personnel to and from the Well, limited to those locations as depicted and/or more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Temporary Surface Use Area" or "Temporary SUA") and for the purpose of performing the Operations. Noble shall have the right of ingress and egress to the Lands by use of an existing Access Road located at the Southwest corner of LOT B Recorded Exemption No. 0803-20-2 RE1612, recorded on November 15, 1994 at Reception No. 2415271, in Book 1467, Page 470, as established on Exhibit "A" attached hereto, being a maximum of twenty feet (20') in width. Said Access Road shall be the only location of ingress and egress to the Lands unless otherwise agreed to in writing by both Grantor and Grantee.

2. Term. The access rights granted under this Agreement shall commence on the Effective Date and shall end on or before April 15, 2026.

3. Reclamation. Subject to delays caused by Owner or events of *force majeure*, within sixty (60) calendar days after the completion of the Operations, but no later than April 15, 2026, Noble shall restore the surface of the Temporary SUA to the contour, as reasonably practicable, to the same as existed immediately prior to Noble's operations on the Lands. Noble agrees to restore all private roads, drainage and irrigation ditches and canals located on the Temporary SUA disturbed by Noble's operations on the Lands to the condition existing immediately prior to such operations, as reasonably practicable. In consideration of the initial payment herein, Grantor shall be responsible for all crop reseeding on the Lands.

4. Use.

- a. The rights granted to Noble hereunder shall extend to and for the use of Noble, its employees, agents, contractors, subcontractors, successors and assigns. Owner will not interfere with Noble's full enjoyment of the rights hereby granted.
- b. Noble shall conduct all of its operations on the Lands in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all federal, state and local governing public authorities.
- c. Noble shall keep the Temporary SUA free of any trash or debris caused solely and directly by Noble, or its contractors, employees, or agents.

5. Damages. All Operations hereunder shall be conducted by Grantee in a fair and reasonable manner, and necessary precautions shall be taken to avoid damage(s) to the Lands and any other property belonging to Grantor. The initial consideration paid by Grantee to Grantor includes any and all damages associated with usual and customary Operations. If there is damage to real or personal property upon the Lands directly resulting from the Operations and which is not associated with usual and customary Operations, including, but not limited to, damage to livestock, crops, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural waterways, Noble will repair or replace such damage, or Noble will pay reasonable compensation to Owner for such additional damage or an amount equal to the reasonable costs to repair such actual damage. Owner shall notify any surface tenant affected by Operations on the Lands and Owner shall allocate the payments made hereunder with such surface tenant and Noble shall have no liability therefore. Owner shall indemnify Noble against any claim brought by any surface tenant on the Lands for damages directly caused by the Operations.

6. Contractors and Subcontractors. Grantee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified in this Agreement; and for the purpose of the safety, protective and indemnification provisions of this Agreement, such contractors and subcontractors, their agents, servants and employees, and other persons on Grantor's property at the invitation of Grantee, Grantee shall indemnify Grantor in accordance with Section 5 of this Agreement in the event that damages not associated with usual and customary Operations are caused by Grantor's contractors or subcontractors.

7. Permits and Taxes. Grantee shall, at no expense to Grantor, obtain all permits and approvals required to exercise its rights provided for pursuant to the Agreement and Grantee shall install, maintain and operate its facilities in accordance with all requirements of such permits, approvals the Law and any lawful public authority.

8. Indemnity and Hold Harmless. GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, CAUSES OF ACTION, ACTIONS, LOSSES, LIABILITIES, FINES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND EXPENSES AND COST OF INVESTIGATION OR TRIAL) RESULTING FROM GRANTEE'S FAILURE TO COMPLY WITH THE LAWS, ORDINANCES, RULES AND REGULATIONS RELATED TO SAID AGREEMENT. GRANTEE SHALL FURTHER INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, DEMANDS, CAUSES OF ACTION, ACTIONS, LOSSES, LIABILITIES, FINES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND EXPENSES AND COSTS OF INVESTIGATION OR TRIAL) ARISING OUT OF INJURY TO OR DEATH OF GRANTOR'S EMPLOYEES, TENANTS, LESSEES, LICENSEES, OR ANY OTHER PERSON OR PARTY, WHERE SUCH INJURY, DEATH OR DAMAGE OCCURS AS A RESULT OF GRANTEE'S OR GRANTEE'S CONTRACTORS' NEGLIGENT OPERATIONS UNDER THIS AGREEMENT.

9. GRANTEE SHALL INDEMNIFY AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND LIENS FOR LABOR OR MATERIALS FURNISHED TO GRANTEE. Nothing contained herein shall authorize a party or person or entity acting through, with or on behalf of Grantee, to subject the Lands or any portion thereof to mechanic's liens. If any such lien shall be filed against the Lands, Grantee shall cause such lien to be discharged or otherwise released from record. In the event such lien(s) is not discharged or bonded over within thirty (30) days after receipt of written notice of lien, then Grantor, at its option, and at the reasonable cost and expense of Grantee, may enter into, defend, prosecute or pursue any effort or action which Grantor deems reasonably necessary to defend the Lands from and against such lien(s).

10. Successors and Assigns. The rights and obligations set forth herein will inure to and burden (as applicable) the Parties' successors and assigns.

11. Severability. Each provision of this Agreement is severable and if any provision is determined to be invalid, unenforceable, or illegal under any existing or future law by a court, arbitrator of competent jurisdiction, or by operation of any applicable law, this invalidity, unenforceability, or illegality does not impair the operation of or affect those portions of this Agreement that are valid, enforceable, and legal, unless the deletion of such provision or provisions would result in such a material change that causes completion of the transactions contemplated herein to be unreasonable.

12. Prior Agreements. This Agreement comprises the complete and exclusive agreement between the Parties regarding the subject matter of this Agreement, and supersedes all oral and written communications, negotiations, representations, or agreements in relation to that subject matter made or entered into before the Effective Date.

13. Amendment. This Agreement may not be amended orally or by performance. No amendment to this Agreement is effective unless made in writing and signed by authorized representatives of both Parties.

14. Governing Law. This Agreement is governed by and interpreted under the laws of the State of Colorado, without regard to its choice of law rules. The Parties further expressly acknowledge and agree that jurisdiction and venue for any actions arising out of or in connection with this Agreement shall be in the District Court, in the County of Weld, State of Colorado.

15. Joint Efforts. The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one of the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

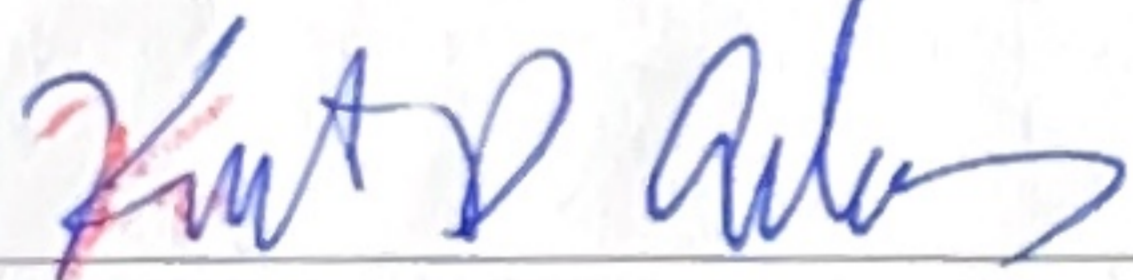
16. Authority. Each Party represents and warrants that the Agreement has been duly executed and delivered by its authorized officer or other representative and constitutes its legal, valid, and binding obligation enforceable in accordance with its terms, and no consent or approval of any other person is required in connection with its execution, delivery, and performance of the Agreement.

17. Confidentiality. The Parties agree the amount of consideration set forth herein shall be confidential between Owner and Noble, except to the extent necessary to effectuate the terms of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which is considered an original of this Agreement, and which together will constitute one and the same instrument. When executed in counterparts, no Party will be bound to this Agreement unless and until all Parties have executed and delivered to each of the other Parties an executed counterpart.

AGREED TO AND ACCEPTED AS OF THE EFFECTIVE DATE.

OWNER: CLOSED A3, LLC

By: 
Kurt Adams

NOBLE ENERGY, INC.

By: _____
Brian DeRose, Attorney-In-Fact

Exhibit "A"

Attached to and by reference made a part of that certain Right of Entry and Temporary Surface Use Agreement dated effective this 6th day of February, 2026 by and between Closed A3, LLC as "Owner" and Noble Energy, Inc. as "Noble":

Township 6 North, Range 65 West, 6th P.M.
Section 20: SE/4NW/4



— Access Road