

SURFACE PROPERTY ACCESS AGREEMENT

This Surface Property Access Agreement (“Agreement”) is made and entered on this 13th day of April, 2026 (“Effective Date”) by and between Mojack Interests LLLP (“Surface Owner”) whose address is 38375 County Road 55, Eaton, CO 80615 and Prairie Operating Co. LLC, (“Prairie”) whose address is 44 Cook Street, Suite 100, Denver, Colorado 80206. Surface Owner and Prairie are sometimes herein individually referred to as a “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Surface Owner is the record title owner of the fee surface located at the SW4 of Section 32, Township 11 North, Range 62 West (“Property”);

WHEREAS, the Hoffman #1 (05-123-05803) (“Well”) is located on the Property and is operated by Novi Equipment Company;

WHEREAS, Prairie is required to access the Well on the Property and plug and abandon the Well in compliance with Colorado Energy and Carbon Management Commission (“ECMC”) regulations;

WHEREAS, the Surface Owner grants Prairie to access the Property to conduct the necessary activities to plug and abandon the Well; and

WHEREAS, the Parties desire to enter into this Agreement granting Prairie access to the Property to conduct the necessary activities to plug and abandon the Well.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreement obtained herein, and for the Surface Access Payments required in advance of Prairie’s access to the Property as set forth below, the Parties hereby agree as follows:

1. The access to the Property granted by Surface Owner to Prairie, its employees, agents, assigns or contractors, is in consideration of the promises and assurances provided by Prairie regarding the performance of the work under the conditions set forth below.
2. Surface Owner grants Prairie, its employees, agents, assigns and contractors, access to the Property for the purpose of re-plugging procedures (“Activities”), for a period of 3 months and during the hours of 7:00 a.m. to 4:30 p.m.. Unless otherwise agreed to by the Parties, this Agreement shall end at 11:59 p.m. on July 13th, 2026.
3. Prairie assures the Surface Owner that prior to termination of this Agreement, all materials and equipment shall be removed from the Property and the Property restored, as nearly as reasonably possible, to the condition it was in at the time Prairie began its work on the Property.
4. Prairie and its employees, agents, assigns or contractors will comply with all county, state, and federal laws, statutes, regulations, and ordinances which may affect or pertain to the plugging and abandonment activities conducted on the Property.
5. Other than the Activities specified herein, Prairie has no authority or right to access or use the Property governed under this agreement. However, Prairie may seek further access to the Property by written agreement or consent of the parties, or as otherwise allowed by law.

6. By signing this agreement, Prairie hereby represents and warrants that any Prairie contractor doing work pursuant to this Agreement at the Property shall have adequate insurance.
7. Prairie will be responsible for proper disposal of any waste it generates pursuant to the Activities allowed herein.
8. Prairie, its successors and assigns, shall and hereby does indemnify and hold harmless the Surface Owner from and against all liability, damages, suits, actions, costs and expenses of whatsoever nature (including reasonable attorneys' fees) to persons or property caused by or arising out of any of Prairie's operations hereunder or otherwise relating to the surface property access agreement, except where such claims result from the acts, omissions and negligence of the surface owner.
9. The Parties signing below warrant that the signatories have the necessary authority to enter into this Agreement. Surface Owner signing below warrants that it is the owner in fee simple of the Property.
10. This Agreement may be executed in .pdf or counterpart signatures each of which shall be considered an original and upon execution of all Parties shall be deemed a binding Agreement under Colorado law.

Mojack Interests, LLLP

By: Monte Faulk

Name: MONTE FAULK

Title: General Partner

GRANTEE: Prairie Operating Co., LLC

By: Steve R. Stacy

Name: Steve R. Stacy

Title: Senior Vice President, Land