

SURFACE USE AGREEMENT

This Surface Use Agreement (hereinafter "Agreement") is made and entered into this 22nd day of November, 2016, by and between THF Prairie Center Development, L.L.C. whose address is 211 N. Stadium Blvd., Suite 201, Columbia, MO 65203 (hereinafter "Owner"), and HRM Resources II, LLC, whose address is 410 17th Street, Suite 1600, Denver, CO 80202 (hereinafter "Operator"). Owner and/or Operator may be hereinafter referred to individually as "Party" or collectively as "Parties."

Recitals

- A. Owner owns the surface estate only of Township 1 South, Range 66 West, Section 29, Adams County, Colorado, hereinafter referred to as the "Lands."
- B. Owner plans to fully develop the Lands in the future.
- C. Operator has the right to develop the oil and gas mineral estate under the Lands and may pool in the adjoining lands in Section 28 and develop the oil and gas thereunder.
- D. The Parties wish to agree as to reasonable compensation to be paid by Operator to Owner for certain uses of the Lands as set forth in this Agreement to drill oil and gas wells on the Lands ("Wells") and to provide for production and maintenance of the Wells and related facilities in such a manner as to minimize disruption of the Lands and impact on the surrounding area.

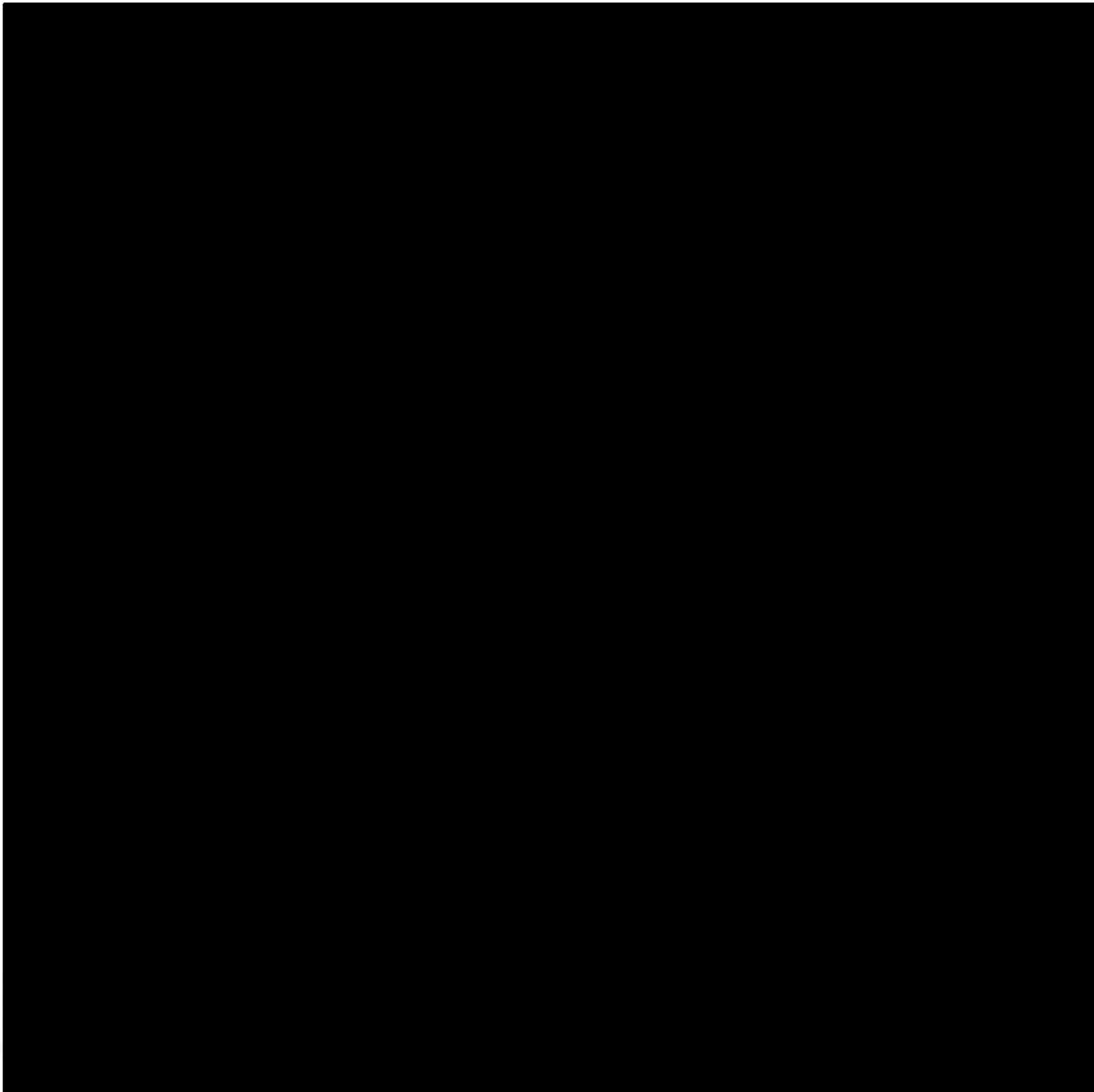
NOW THEREFORE, for and in consideration of the covenants and agreements herein contained, the Parties agree as follows:

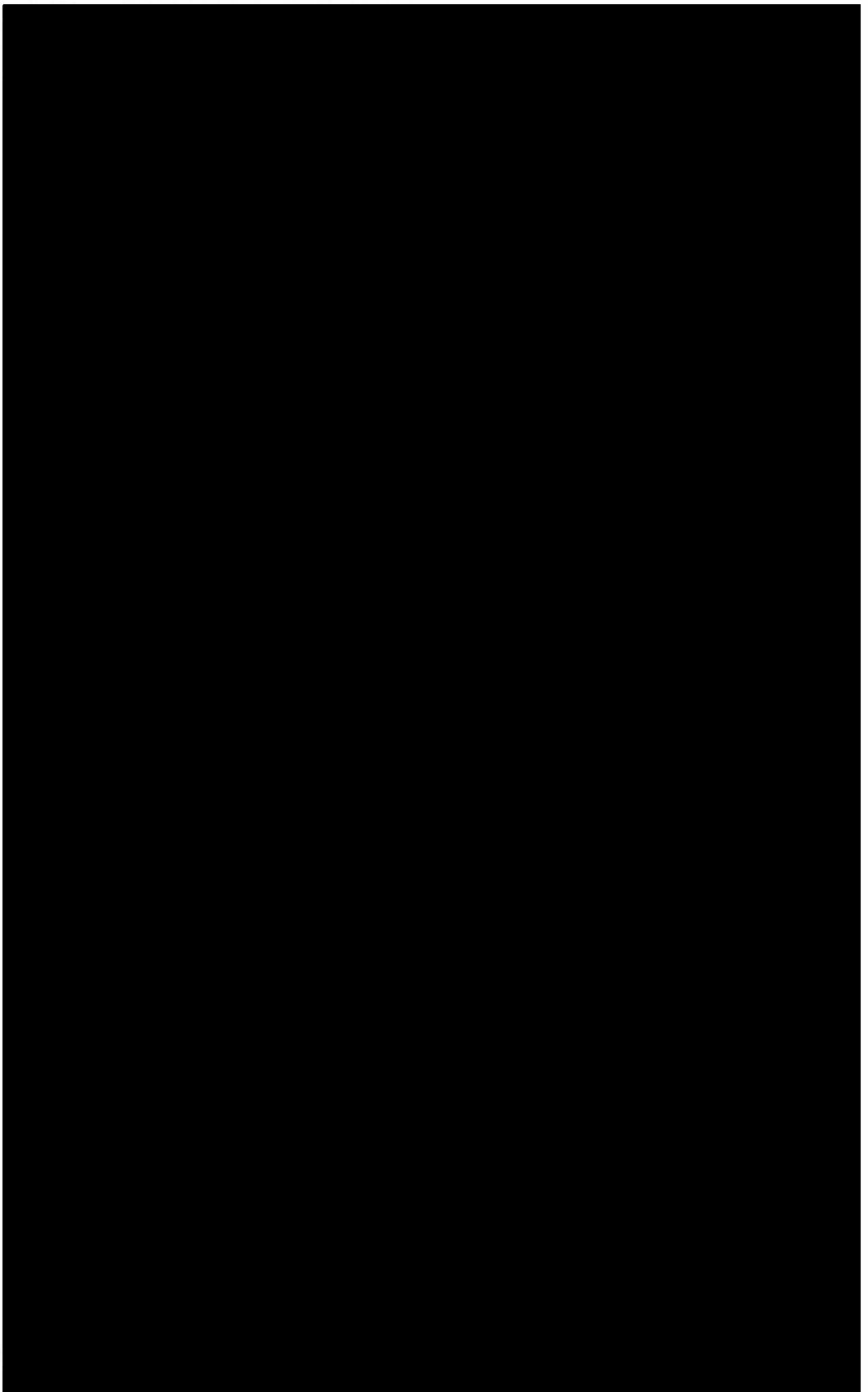
1. Drilling Operations Area & Oil and Gas Operations Area. The drilling operations area consists of the area required to drill and complete the Wells, which shall not exceed twelve (12) acres (the "Drilling Operations Area") and the oil and gas operations area which is located within the Drilling Operations Area and shall not exceed eight (8) acres ("OGO") both of which are depicted on Exhibits 1 and 2 attached hereto and incorporated herein by this reference. Also shown on Exhibits 1 and 2 are the generally acceptable areas for flow line and pipeline easements and access roads. When Operator commences drilling, Exhibits 1 and 2 shall be refined by mutual agreement to show the exact layout of the Drilling Operations Area, OGO, flow line and pipeline easements and access roads. Notwithstanding anything to the contrary contained herein, while Exhibits 1 and 2 may be refined, they may not be materially changed by Operator without the consent of Owner, which consent can be withheld at Owner's discretion. The use of the OGO is exclusive to Operator and Anadarko E&P Onshore LLC and its affiliates with access to and the use of the OGO.

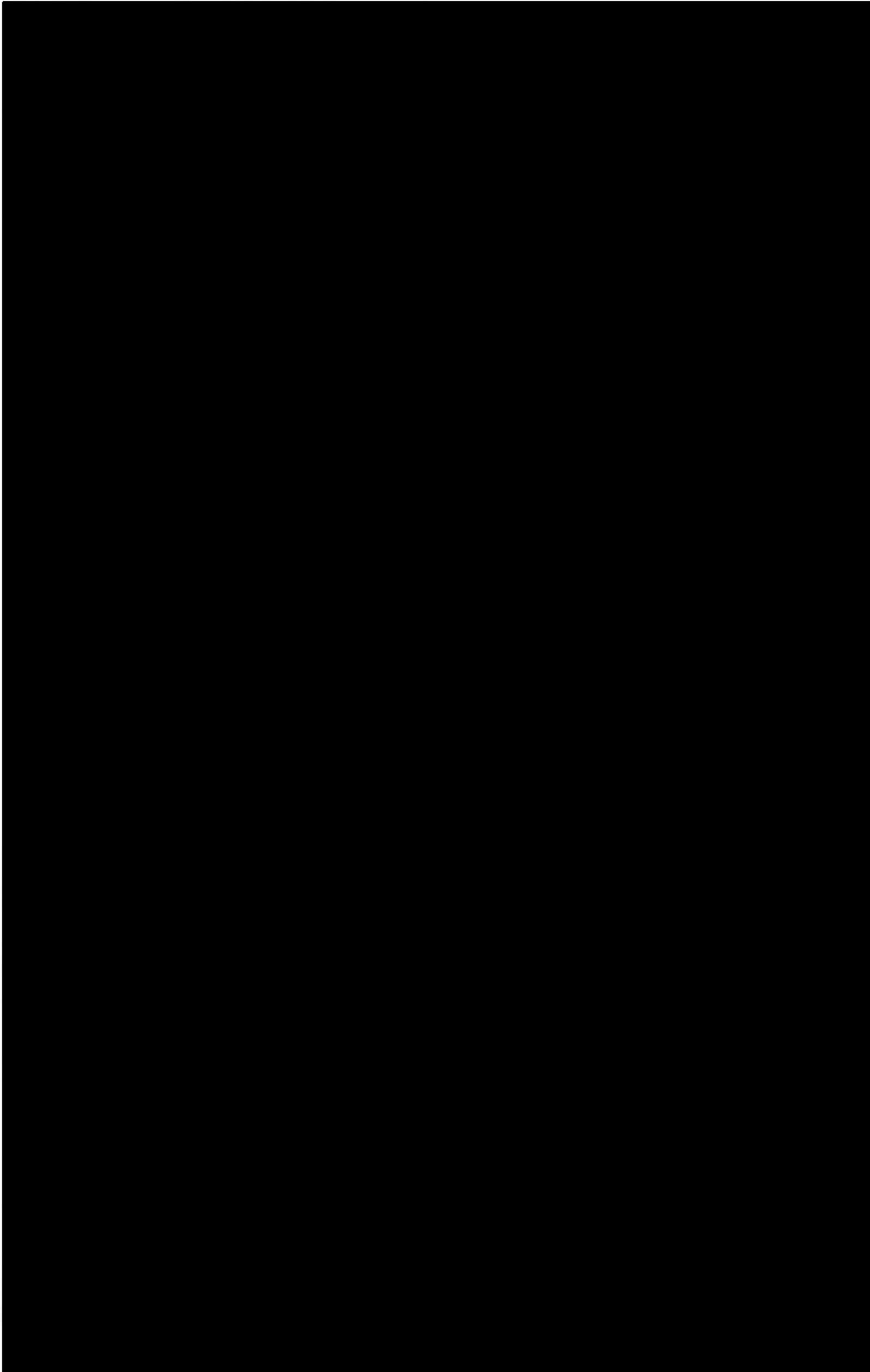
2. Drilling Operations. The Drilling Operations Area (12 acres) shall be used for drilling, completing, and equipping the Wells. Operator agrees to keep the Drilling Operations Area and its well sites in good order and free of litter, debris, trash, noxious weeds, and spilled hydrocarbons. In the event that Operator does not encounter commercial quantities of oil, gas, or other hydrocarbons at any well location and determines the location to be a "dry hole," Operator shall promptly fill in, smooth over, and clean up the well site and rights-of-way to as close as reasonably practicable to the condition they were in prior to Operator conducting any operations on the Lands and shall restore and reseed the area with a seed mix approved by Owner after replacing topsoil. In the event that drilling and completion operations have ceased and the Wells have been successfully connected to a sales pipeline or within three (3) years from the date hereof, whichever first occurs, Operator shall promptly reduce the size of the Drilling Operations Area to the OGO (8 acres) shown on Exhibits 1 and 2. Operator shall restore the Drilling Operations Area outside of the OGO to as close as

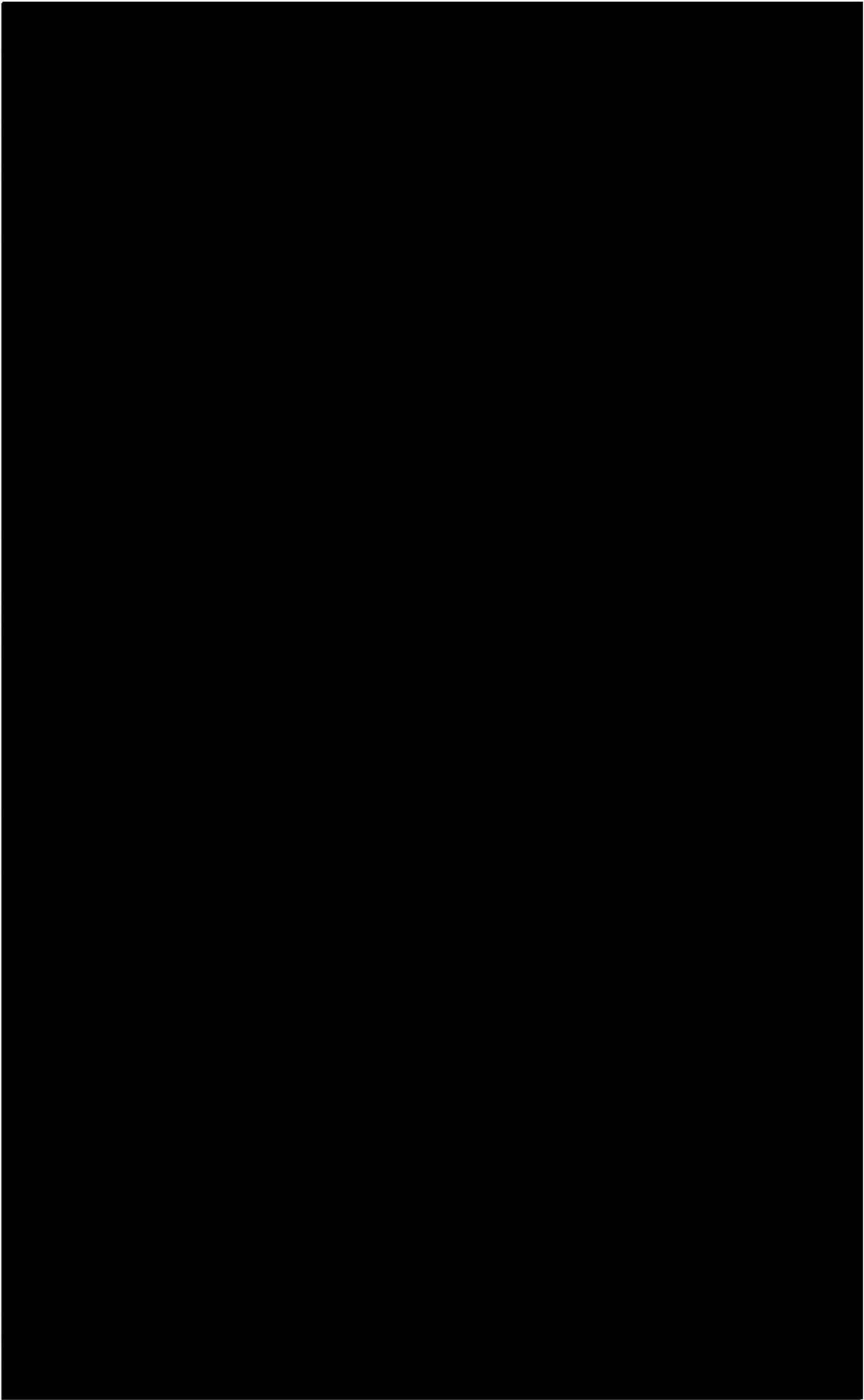
reasonably practicable to the condition it was in prior to Operator conducting any operations on the Lands, reseeding the same with a seed mix specified by Owner. Reseeding referenced in this paragraph shall continue until vegetation has been reestablished. Operator shall remove and dispose of all trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the Lands that are not necessary for continued operations of the Wells away from the Lands no later than 90 days after the completion of the Wells. No such items will be burned or buried on the Lands.

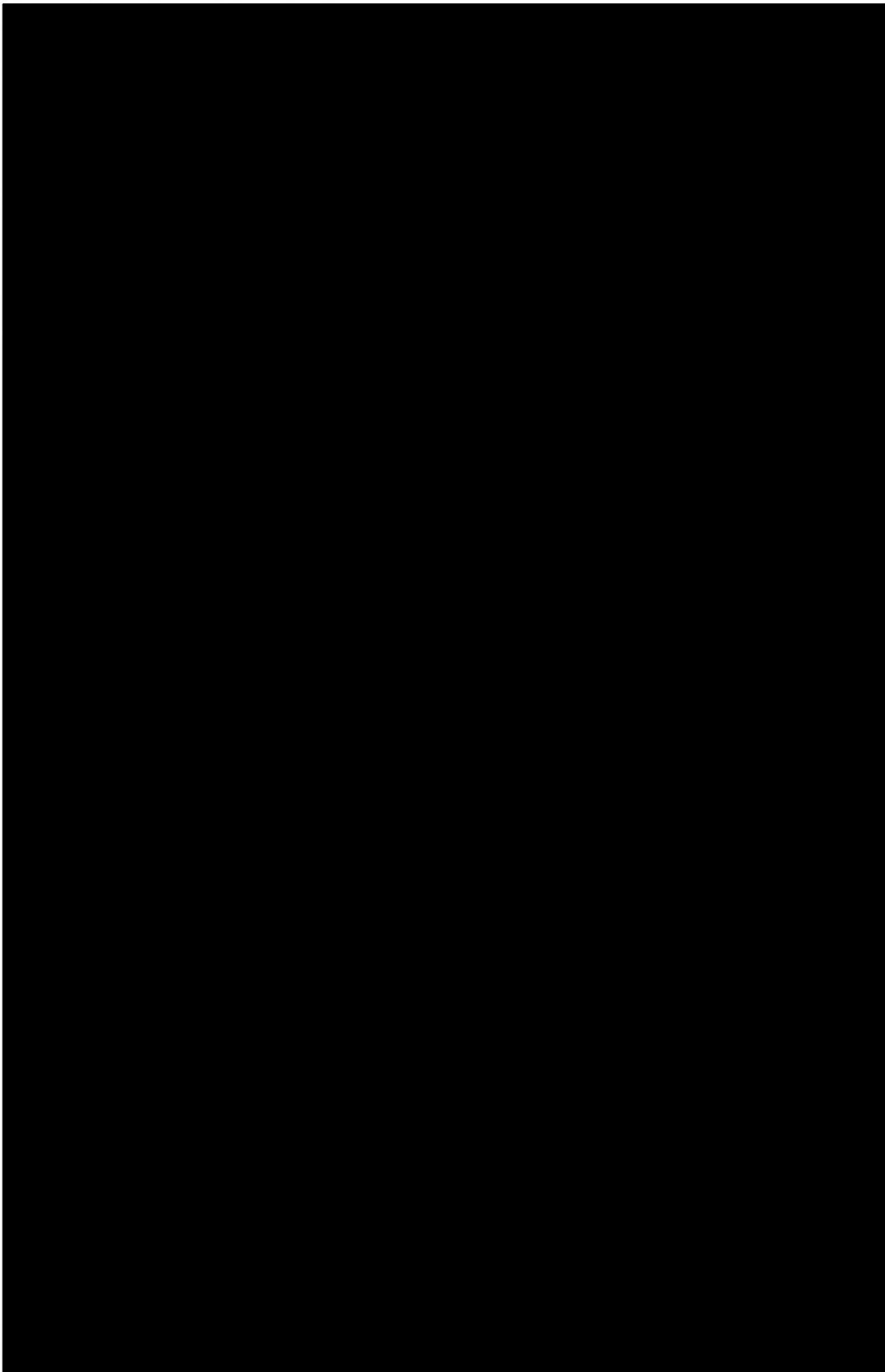
3. Use of Lands. Use of the Lands shall be limited to facilities that are reasonably necessary to produce, transport, treat, and store oil and gas and other products produced from the Lands and lands pooled therewith. Other than the Drilling Operations Area and the road and flowline easements, the Lands shall not be disturbed by Operator except in the event of an emergency or for reasonable, incidental, and temporary activities. Operator shall be strictly and solely responsible for any damages that may occur as a result of such emergency or incidental and temporary activity, if arising from operations related to the drilling, completion and operation of the Wells. There shall be no pits or disposal of oilfield waste on the Lands and there shall be no wells drilled thereon for injection of produced water, flow back fluids, or other liquid waste. Compressors located on the Lands are limited to wellhead compressors located in the OGOA necessary to transport gas from wellheads located on the Lands to the border thereof. There shall be no underground gas storage or sequestration of any substances. Owner shall not use any portion of the Drilling Operations Area without written consent of Operator until the Drilling Operations Area has been reduced to the OGOA pursuant to Section 2.











Owner:

THF Prairie Center Development
211 N. Stadium Blvd., Suite 201
Columbia, MO 65203

Operator:

HRM Resources II, LLC
Attn: L. Roger Hutson
410 17th Street, Suite 1600
Denver, CO 80202
(303) 893-6621
lrhutson@hrmres.com

27. Covenants Running with the Lands. The terms and provisions hereof shall constitute covenants and conditions running with the Lands and shall inure to the benefit of and be binding upon Owner and Operator and their respective heirs, executors, administrators, legal representatives, and successors and assigns.

28. Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without reference to its conflicts of law provisions.

29. Conflict. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect. 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. In the event the terms of this Agreement and the terms of the Oil and Gas Lease or Leases pertaining to the Land conflict, the terms of this Agreement shall control.

30. Entire Agreement. This Agreement and the exhibits hereto set forth the entire integrated agreement among the parties regarding the use of the Lands and supersedes any previous communications, representations or agreements, whether oral or written. No change of any of the terms or conditions herein shall be valid or binding on any party unless in writing and signed by an authorized representative of each party.

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

OWNER:

THF PRAIRIE CENTER DEVELOPMENT,
L.L.C., a Colorado limited liability company

By: THF Prairie Center Investors, L.L.C.,
a Missouri limited liability company,
its Manager

By: Milan Green Management, L.L.C.,
a Missouri limited liability company,
its Manager

By: _____
Jason Meyerpeter, Manager

OPERATOR:

HRM RESOURCES II, LLC

By: 

L. Roger Hutson
President/CEO

Owner:

THF Prairie Center Development
211 N. Stadium Blvd., Suite 201
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