

**SURFACE USE AND DAMAGE AGREEMENT
(SOUTH)**

THIS SURFACE USE AND DAMAGE AGREEMENT (SOUTH) (“Agreement”) is made and entered into between **L&M Farms, LLC and Margaret J. DeHaan** and each of its successors, herein referred to as “**Owners**”, whose address is P.O. Box 40, Mead, CO 80543 and **WYOTEX Drilling Ventures, LLC**, whose address is P.O. Box 280969, Lakewood, CO 80228 and its successors, herein referred to as “**Operator**”, hereby agree to this Surface Use and Damage Agreement “**SUA**” as follows:

WITNESSETH:

WHEREAS, Owner has surface ownership of certain land(s) located in Weld County, Colorado, identified as follows:

See Exhibit “A” Legal Description attached hereto and incorporated herein by reference containing [approximately 572.78] acres, more or less, hereafter the “**Subject Lands.**”

WHEREAS, Owner anticipates the Subject Lands use will be for Agriculture; and

WHEREAS, Owner’s overall objective is to preserve the Subject Lands, vistas and maintain the Subject Lands primarily for Agriculture; and

WHEREAS, Owner wishes to insure, through testing and other measures, that water sources, water quality, and the Subject Lands are protected and not adversely impacted by Operator's exploration and production activities; and

WHEREAS, Operator holds or owns the leasehold right to access the Subject Lands to explore for and produce oil and gas therefrom; and

WHEREAS, Owner and Operator desire to enter into an agreement to provide for the expeditious development of the oil and gas resources without delay and without the expense of bonding and litigation and agree that avoidance of such delay in development is a principal inducement for Operator to enter into this Agreement; and

WHEREAS, the parties intend by this Agreement to define and assign responsibilities with regard to the activities discussed herein associated with the exploration, capture, production, storage and transportation of oil and/or gas from the Subject Lands and lands pooled therewith; and

WHEREAS, Owner and Operator desire to enter into an agreement which will govern Operator's use of the Subject Lands for the purpose of Operator's exploration for, development and production of oil and/or gas that may be discovered pursuant to its oil and gas leases in a fashion which will preserve the current and future use of the Subject Lands while allowing for the reasonable production of oil and/or gas from the Subject Lands and lands pooled therewith; and

WHEREAS, the Subject Lands of approximately 572.78 acres allow and require the use of two (2) Drilling Pads which include the Wellhead Pad, Temporary Drill Pad and Production Facility (see Section 1.1). The two (2) Drill Pad sites shall be known as the South Pad and North Pad and this Agreement is for the South Pad with a second Agreement to be utilized for the North Pad. The general location of both the North Pad and South Pad is shown on attached Exhibit A-1. For all purposes, the Memorandum of Surface Use and Damage Agreement to be recorded shall make reference to both the Agreement for the South Pad and the Agreement for the North Pad;

NOW, THEREFORE, In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree this Surface Use and Damage Agreement is effective and valid as of June 3, 2018 although the parties agree that Operator shall be allowed to have their surveyor stake wells for the purposes of filing APDs, Spacing and Pooling applications with the COGCC prior to the effective date herein. The parties further agree as of the effective and valid date as follows:

SECTION 1- OPERATOR'S RIGHTS

1.1 Grant of Easement. Owner hereby grants Operator, its employees and designated agents, a non-exclusive easement ("**Easement**") on the Surface Areas wherein all surface activity will take place as depicted on Exhibits B and B-1 attached hereto and incorporated herein by reference to enter upon and use only the Surface Areas (defined as the Wellhead Pad, ("WP")Temporary Drill Pad ("TDP"), and Production Facility ("PF") all as described in Section 2.4 b. for the purpose of drilling, staking, completing, equipping, producing and operating oil and gas wells on Operator's leasehold under the Subject Lands and lands pooled therewith. Such Easement includes the right to construct, install and maintain access roads, underground power lines, and flow and gathering lines to gather and transport oil or gas from not more than twelve (12) well sites located on the Wellhead Pad to the Production Facility in the Surface Areas depicted on Exhibits B and B-1. The Easement does not include or confer a right to access or occupy any portion of the Subject Lands other than the easement areas designated on Exhibits B and B-1, and the easement areas may be used only for the purposes specifically set forth in this SUA such as the displacement of soil at or near the surface, construction of pipelines for electricity and or gas delivery and or collection thereof.

1.2 Subsurface. The Easement includes all depths below the surface of all the Lands and right to use the subsurface including pore space, for the purposes of drilling Wells for oil, gas, and/or other substances to the Lands or other pooled lands; for installing casing, tubing, and other equipment therein; for reworking, recompleting, repairing, side-tracking, plugging, and abandoning such Wells; for gathering information, exploring for, and/or producing oil, gas, and/or other substances from the Lands or other pooled lands through such Wells.

1.3 Wells. The rights granted to Operator hereunder shall cover operations related to the drilling and producing of not more than twelve (12) oil and gas wells on the South Pad pursuant to the Operator's oil and gas lease covering the Subject Lands and lands pooled therewith. It is also agreed that not fewer than six (6) wells on the South Pad will be drilled on or before June 4, 2021 and completed on or before December 4, 2021.

6.14 Signatures. By signing below, the parties signing acknowledge and represent that each of them has the authority to sign this Agreement and the power to bind both Owner and Operator. The parties further agree that this Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed two (2) originals of this

Agreement this 9th day of November, 2017, the EFFECTIVE DATE being as of June 3, 2018.

Owners:

L&M Farms, LLC

By: Margaret J. DeHaan
Margaret J. DeHaan, Managing Partner

Margaret J. DeHaan
Margaret J. DeHaan, Individually

Operator:

WYOTEX Drilling Ventures, LLC

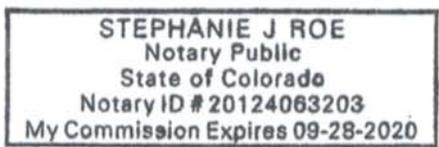
By: Louis A. Oswald, III
Louis A. Oswald, III, Operations Manager

ACKNOWLEDGEMENTS

STATE OF Colorado)
) ss
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 9th day of November, 2017, by Margaret J. DeHaan as Managing Partner of L&M Farms, LLC and Individually, to me known to be the identical person described herein, who executed the within and foregoing instrument of writing and acknowledgement to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.
My commission expires: 9/28/2020

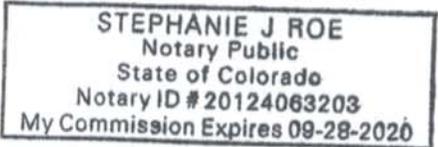


[Signature]
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 10th day of November, 2017, by Louis A. Oswald, III, as Operations Manager of WYOTEX Drilling Ventures, LLC to me known to be the identical person described herein, who executed the within and foregoing instrument of writing and acknowledgement to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.
My commission expires: 9/28/2020



[Signature]
Notary Public

Exhibit "A"

Attached hereto and made a part of that certain Surface Use and Damage Agreement between L&M Farms, LLC and Margaret J. DeHaan, as Owners, and WYOTEX Drilling Ventures, LLC, as Operator

DESCRIPTION:

TOWNSHIP 7 NORTH, RANGE 65 WEST OF THE 6TH P.M.
Section 17: Lot D, Recorded Exemption No. 0709-17-4 RE-3887, as recorded November 19th, 2004 at Reception No. 3237057, being a portion of the SE/4

Containing 136.97 acres, more or less

TOWNSHIP 7 NORTH, RANGE 65 WEST OF THE 6TH P.M.
Section 17: SW4

Containing 160.00 acres, more or less

TOWNSHIP 7 NORTH, RANGE 65 WEST OF THE 6TH P.M.
Section 17: Lot A, Recorded Exemption No. 0709-17-2-RE 968, according to the plat recorded January 8th, 1987 at Reception No. 2083938 in Book 1142, being located in the NW/4

Containing 30.82 acres, more or less

TOWNSHIP 7 NORTH, RANGE 65 WEST OF THE 6TH P.M.
Section 17: Lot B, Recorded Exemption No. 0709-17-1-RE 965, according to the plat recorded December 29th, 1986 at Reception No. 2082369, being part of the NW/4 and part of the W/2NE/4, containing 151.5 acres, more or less

&

Section 17: Lot A, Recorded Exemption No. 0709-17-1 RE-3947, according to the plat recorded June 5th, 2007 at Reception No. 3481157, being part of the E/2NE/4, containing 4.996 acres, more or less

Containing 156.496 acres, more or less

TOWNSHIP 7 NORTH, RANGE 65 WEST OF THE 6TH P.M.
Section 17: Lot B, Recorded Exemption No. 0709-17-1 RE-3947, according to the plat recorded June 5th, 2007 at Reception No. 3481157, being part of the E/2NE/4

Containing 70.014 acres, more or less

TOWNSHIP 7 NORTH, RANGE 65 WEST OF THE 6TH P.M.
Section 17: All that part of Lot D, Recorded Exemption No. 0709-17-3 RE 4098 lying in the NW/4, according to the plat recorded July 29th, 2005 at Reception No. 3307854

Containing 18.48 acres, more or less

And collectively containing 572.78 acres, more or less.

EXHIBIT "A-1"
APPROXIMATE 572.78
SURFACE ACRES OWNED
BY L&M FARMS, LLC,
AND MARGARET J. DEHAAN
IN SECTION 17, T7N-R65W,
ORANGE OUTLINE



EXHIBIT 'B'
SOUTHERN LOCATION
TEMPORARY DRILLING
PAD SHOWN IN RED
= 6.68 ACRES

12 WELLHEADS ON
15' SPACING
35' x 175'

ACCESS ROAD DASHED
BLACK LINE

PERMANENT FACILITIES
IN GREEN OUTLINE

RT 80

WELLS DRILLED IN THE NESWSW,
SEC 17, T7N-R65W

EXHIBIT "B-1"
SOUTHERN LOCATION
PERMANENT PRODUCTION
FACILITY = 2.61 ACRES

12 WELLHEADS ON
15' SPACING
35' x 175'



ROAD
WIDTH = 20'

ACCESS ROAD - DASHED
BLACK LINE

TANK BATTERY
AND LACT UNITS
145' X 65'



VRU's, ECD's,
METERS,
AND
SEPARATORS
125' X 100'

RT 80