

WELLSITE SURFACE LEASE AND USE AGREEMENT

This Wellsite Surface Lease and Use Agreement ("Lease" or "Agreement") is entered into effective as of October 13, 2017 ("Effective Date") between Joe Knight and Kimberly A. Knight (collectively "Surface Owner" or "Owner"), whose mailing address is 690 State Highway 66, Longmont, Colorado 80504, and Cub Creek Energy, LLC ("Operator"), whose mailing address is 200 Plaza Drive, Suite 100, Highlands Ranch, Colorado 80129. Surface Owner and Operator herein sometimes collectively referred to as "Parties", and individually referred to as "Party".

RECITALS

WHEREAS, Operator, directly or through an assignee or designee, wishes to drill, complete and produce oil and gas wells on lands ("Lands") owned by Surface Owner in the Northeast Quarter of Section 30, Township 3 North, Range 68 West, Colorado, 6th Principal Meridian, Weld County, Colorado; and

WHEREAS, Surface Owner agrees to allow Operator, or an assignee or designee of Operator, to use a portion of the surface of its property to serve as an operations and production area for the drilling and production of the wells;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged herein, the Parties agrees as follows:

(1) Surface Owner does hereby grant, demise, lease and let unto Operator, its successors and assigns, the exclusive right to use for the purposes of drilling, completing, producing, and operating one or more oil and gas wells ("Well" or "Wells") (including but not limited to straight, directional and horizontal wells), storing, transporting and marketing oil, gas and other products produced from such Wells, and all other rights as deemed reasonably necessary by Operator that may be associated with, incidental to, or convenient for the any such drilling, completing, producing, and operating activity, including, but not limited to, workovers, deepening, sidetracking, recompleting, hydraulic fracture stimulation, and drilling replacement Wells, and installing and maintaining Production Equipment as defined herein below, the surface and the subsurface of the following described lands; to-wit:

Township 3 North, Range 68 West, 6th P.M., Weld County, Colorado

Section 30: that certain tract of land covering approximately 7.0 acres and measuring 400 feet by 762.5 feet, more or less, situated in the E/2 W/2 NE/4, and depicted in the plat attached hereto as Exhibit "A" (such tract referred to herein as "Leased Property", "the Oil and Gas Operations Area" or "OGO"). Operator reserves the right to make minor adjustments to the pad configurations. In the event Operator determines that the location needs to be relocated significantly, Operator will consult with Surface Owner to obtain consent prior to construction, which consent shall not be unreasonably withheld. In any event, Operator will provide Surface Owner with a survey plat after the construction is complete.

The Parties acknowledge and agree that the location of the Oil and Gas Operations Area, Pipeline Easement and the Access Road have been discussed and agreed upon by and between Surface Owner and Operator and are depicted and described in the attached Exhibit "A". Except to the extent provided otherwise herein, Surface Owner grants to Operator the right and Operator agrees to conduct all oil and gas operations on the OGOA. Material changes to the designated OGOA may be made by Operator with the consent of Owner, which shall not be unreasonably withheld, but will not unduly interfere with Owner's existing use of the Lands. It is also understood and agreed that if any additional Access Roads or Pipelines Easements in addition to those granted hereunder are necessary for Operator's activities, the Parties shall consult with each other and attempt to designate a mutually agreeable location for said additional Access Roads or Pipeline Easements. Operator agrees not to use any more of the surface of the Lands than is reasonably necessary to conduct its operations.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] When there is a Well located on the Leased Property that is capable of producing oil and/or gas, whether or not such Well is actually producing oil and/or gas, then notwithstanding anything contained or implied in this Lease to the contrary, oil and gas shall be deemed as being produced from such Well. If production and operations ceases after the expiration of the primary term and/or the extended primary term, this Lease shall remain in effect if within one hundred fifty (150) days from such session, either (i) production is restored from the Leased Property or (ii) additional operations are commenced in an effort to restore or commence production from a Well located on the Leased Property, including but not limited to installing or repairing Production Equipment, reworking an existing Well and drilling a new Well; and thereafter this Lease shall remain in effect as long as there is not a period of more than one hundred fifty (150) days between any such operations and/or production from a well located on the Leased Property. Upon termination of this Lease, Operator will file and record in the public records of Weld County, Colorado, a release of this Lease.

[REDACTED]

[REDACTED] Such payment shall become due and payable fifteen (15) days after the Well is spud on the Leased Property. In addition to the Bonus paid by Operator upon execution of this Lease and any extension payment, such payment(s) shall represent the total consideration to be paid by Operator to Surface Owner for the granting of this Lease and all the rights set forth thereunder to Operator as to all damages incurred in the ordinary course of operations, excluding damage to growing crops. This per Well payment will not, however, cover damages or losses which are caused by any breaches of contract or negligence of Operator, its agents, contractors, licensees, and employees, any unexpected damages such as oil or salt-water spills, or loss of livestock on Owner's property as a result of operations by Operator, its agents, contractors, licensees, or employees, but only to the extent that such damage was not caused by the gross negligence or willful misconduct of Owner or its tenants. This consideration also does not cover damage to personal property of the Owner as a result of operations by Operator, its agents, contractors, licensees, or employees, but only to the extent that such damage was not caused by the gross negligence or willful misconduct of Owner or its tenants, including, but not limited to, the irrigation wells, fences, culverts, bridges, pipelines, ditches, or irrigation systems. Owner will promptly notify Operator of any such damaged items and Operator will repair or replace such items after consultation with the Owner within 30 days of notice or as reasonably as soon thereafter if Operator's operations are ongoing, unless otherwise agreed to by the Owner and Operator. Except as otherwise specifically provided herein, in consideration of this payment, Surface Owner hereby waives all surface and/or other damage payments pursuant to any rule or regulation of the Colorado Oil & Gas Conservation Commission ("COGCC"), or and state statute, common law or prior agreement, for each and every Well that is drilled and/or the installation of the Production Equipment located on the Leased Property.

(2) Roads, Lines, Water, Cattle Guards, Culverts, Reclamation

A. Roads. To the extent reasonably practical, Operator and all of its agents and contractors shall use existing roads to access the OGOA and to conduct operations on the OGOA, provided that Operator shall have the right to expand an existing road to be up to 30 feet in width, when necessary to reasonably allow for Operator's use of the Access Road. Operator will maintain all Access Roads that it uses in good repair and condition, except that Surface Owner shall be solely responsible for damage caused by Owner, its tenant farmers, agents, employees, subcontractors, contractors or persons entering upon the Lands at the request of Surface Owner. Surface Owner grants to Operator a non-exclusive easement ("Road Easement") on and across the property, including over other lands owned, leased or claimed by Owner which are adjacent to or contiguous with the Lands, to use the existing roads or to construct the additional road depicted on Exhibit "A" ("Access Road") for ingress and egress by Operator, in the event reasonably necessary to access the OGOA and to conduct its operations. Any existing Access Road or new Access Road shall be limited to thirty feet (30') in width to

allow for fills, shoulders and associated structures, unless otherwise dictated by local, state or federal laws or regulations governing such roads. Provided, however, the Road Easement will be up to one hundred (100) feet in width during and for the construction of an Access Road. Where requested by Owner, Operator shall install side ditches along roads to transport runoff to appropriate drainage structures. Any new Access Roads shall be constructed according to the locations for such roads depicted on Exhibit "A" attached hereto, if currently known and so depicted, or if not so depicted from the neighboring properties. Surface Owner shall have the right to require the relocation of any Access Road, including an Access Road lying within the Road Easement, because of development plans that Surface Owner may have for the property. Any such relocation shall be at Surface Owner's cost and expense. Operator shall in good faith attempt to relocate any Access Road as agreed to by the Parties within ninety (90) days of receipt of payment from the Surface Owner of the estimated cost of relocating the Access Road. Surface Owner shall reimburse Operator for the actual costs of the relocation in excess of the estimate within thirty (30) days of receipt of an invoice from Operator or a third party that may have relocated the Access Road at the request of Operator. Surface Owner shall be responsible for all abandonment and restoration costs associated with the Access Road, or the portion thereof, that is abandoned at Surface Owner's request.

B. Flow Lines and Pipelines. Surface Owner further grants to Operator an easement on and across the OGOA, for the construction, operation, and maintenance of oil and gas flow lines, pipelines, gathering lines, telecommunications lines, electric lines and water lines (collectively referred to as "lines").

All lines shall be constructed within the easement as depicted on Exhibit "A" attached hereto. Provided, however, Operator shall consult with and obtain the consent of Surface Owner, which consent shall not be unreasonably withheld to construct other lines outside of the easement as depicted on Exhibit "A" when reasonable necessary for Operator's operations, and Surface Owner shall grant Operator a non-exclusive Pipeline Easement covering the lands in which any such lines are constructed. Operator shall provide Owner with a map or as-built drawing showing the location of all flow lines, other pipelines and power lines after installation. All flow lines and other pipelines located by Operator on the Lands shall be buried at least four feet (4') below the surface. All Pipeline Easements for flow lines, other pipelines and power lines shall be limited to thirty (30') feet in width, except during construction or maintenance when the Pipeline Easements shall not exceed one hundred feet (100') in width. If any flowline or pipeline is not connected to a well capable of producing oil and gas in commercial quantities and Operator, its successors or assigns, fails to use such flowline or pipeline for a period in excess of three (3) consecutive years, such flowline or pipeline shall be deemed abandoned and Operator shall take reasonable actions as necessary to clean up and mitigate the effects of use, including purging any remaining oil or gas from the flow line and pipeline and rendering the lines environmentally safe and fit for abandonment in place. Such Pipeline Easements granted herein for the flowline which have been deemed so abandoned shall then terminate and revert to Owner. Surface Owner shall have the right to require the relocation of any line, including a Pipeline lying within the Pipeline Easement, because of development plans that Surface Owner may have for the property owned by Surface Owner. Operator shall not object to any such relocation, so long as such relocation is reasonable and feasible from a technical and engineering standpoint and complies with all applicable rules and regulations. Any such relocation shall be at Surface Owner's cost and expense. Operator shall in good faith attempt to relocate any line as agreed to by the Parties within ninety (90) days of receipt of payment from the Surface Owner of the estimated cost of relocating the line. Surface Owner shall reimburse Operator for the actual costs of the relocation in excess of the estimate within thirty (30) days of receipt of an invoice from Operator or a third party that may have relocated the line at the request of Operator. Surface Owner shall be responsible for all abandonment and restoration costs associated with the line, or the portion thereof, that is abandoned at Surface Owner's request.

C. Power Lines. Except as otherwise provided, or as otherwise agreed to by Owner in writing, all power transmission lines built by Operator will be buried at least four feet (4') below the surface and constructed with input from Owner so as to not reasonably interfere with Owner's future residential development. When practical, Operator shall use power from any existing power lines that currently cross the Lands. Operator shall pay for any upgrade or other charge to existing power lines resulting from such use. At such time as

Operator desires to abandon any buried power line located on the Lands, it shall notify Owner of such desire, and Owner shall have sixty (60) days within which to make a written election to take over such power line for Owner's own use. If Owner elects to take over a power line, Owner shall assume all liability, costs and reclamation obligations associated therewith, and Operator shall have no further liability or responsibility for costs or reclamation for the power line, or that portion thereof, which Owner elects to take over. Owner shall promptly file all notices or applications necessary for Owner to acquire and operate such power line. If Owner does not elect to take over a power line, Operator shall continue to bear all liability, costs and reclamation obligations associated therewith and shall de-energize said power lines as soon as reasonably practicable.

D. Protection of Water. Operator shall protect all water sources and conveyance structures, including but not limited to water wells, the natural flow of creeks, wells, and ditches, from all operations contemplated in this Lease and shall immediately remedy any diversion, curtailment, or blockage of water flows or contamination of water sources. Operator shall not dispose on the surface of the Lands or make any use of water as may be available on the Surface of the Lands.

E. Cattle Guards, Gates, and Locks. Upon Surface Owner's written request, Operator shall construct cattle guards at all places where Operator requires access through Surface Owner's fences. If requested by Owner, access by Operator to Owner's Lands from any county road shall be controlled by a metal, hinged gate, which gate Operator shall construct and install in accordance with reasonable specifications of Owner. Owner and Operator may place locks on gates across roads used by Operator on the Lands, provided that each Party shall be provided with keys or combinations to open such gates. Each Party shall give the other fifteen (15) days advance notice of its election to lock gates in order that the other Party can consult with such Party and make arrangements for access. Permanent gates shall be installed in consultation with Owner at each point where an Access Road intersects perimeter or cross fences.

F. Culverts. Upon the request of Owner, Operator will install culverts on the Lands that may be necessary to maintain present drainage and irrigation otherwise affected by its operations on the Lands. Culverts shall be sized to prevent obstruction to the free flow of the volumes of water being carried, inclusive of reasonably anticipated flood stages.

G. Restoration and Reclamation. Upon permanent cessation of Operator's operations on the Lands and/or termination of this Lease, all areas thereof occupied or utilized by Operator shall be promptly restored by Operator to their original contour as nearly as is reasonably practicable. Operator shall backfill with farmable topsoil, and/or place back original topsoil, reseeding and recontouring the surface of any disturbed area so as not to interfere with Owner's operations and shall reclaim such area to pre-existing conditions to the extent as reasonably practical or to similar conditions as may be reasonably requested by Owner. Operator shall use appropriate measures to prevent erosion and point source and non-point source water pollution. Upon restoration, any surface disturbed by Operator's activities shall be reseeded with native grasses and noxious weeds eliminated. Reseeding shall continue until vegetation is established to at least eighty percent (80%) of pre-disturbance levels. Reclamation shall happen as soon as reasonably practicable, but no later than a year after the date upon which Operator, its successors or assigns, ceases to use the OGOA.

H. Trash and Equipment. All trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the Lands for the drilling of a Well that are not necessary for continued operations of the Well shall be removed by Operator and disposed away from the Lands no later than 30 days after the completion of the Well. No such items will be burned or buried on the Lands. Equipment not being used for operations on the Lands shall not be stored or maintained on the Lands nor shall employees be housed on any of the Lands without the prior written consent of Owner. However, equipment that has been used or will soon be used on the Lands may be stored if weather or mechanical reasons reasonably prevent use or removal.

I. Fences and Weeds. During drilling operations, the perimeter of the well site shall be fenced if requested by Owner. Operator shall, at its expense, construct permanent wood privacy or other similar type fencing around all wellheads, tanks and other surface facilities. Maintenance of Operator's fences shall be the responsibility of Operator. After completion of the Wells and in the event of production, all production tanks

shall be bermed. Additionally, the well sites shall be kept by Operator free and clear of all noxious weeds, unsightly growth and trash during drilling or completion operations and during production.

J. Guy Line Anchors. All guy line anchors for drilling and completion rigs shall be immediately removed after such work is completed.

K. Noise Mitigation. Operator shall install reasonably available noise mitigation measures such as installing fencing around generators or using electrical power source, including those required by the COGCC Rule 802 or local authorities.

(3) For the purposes of this Lease, "Production Equipment" shall be deemed to include, any and all equipment and/or facilities, whether located on the surface or subsurface of the Leased Property, as deemed reasonably necessary by Operator for the purpose of conducting, any drilling, completing, producing, and operating activity on the Leased Property, or associated with, incidental to or convenient for any and all operations conducted on the Leased Property as contemplated under this Lease. Production Equipment shall include, but not limited to tanks, tank batteries, separators, dehydrators, compressors, pumping unit, vapor recovery units, wellheads, gathering lines, flowlines and other equipment, facilities and any associated housings and/or fencings.

(4) Surface Owner does hereby grant, transfer and convey unto Operator, and its designees and assigns, a non-exclusive right-of-way and easement ("Drilling Easement") to drill and operate one or more horizontal and/or directional wells under the surface and through the subsurface of the all lands owned by Surface Owner in Section 30, Township 3 North, Range 68 West, 6th P.M., Weld County, Colorado and any other lands owned by Surface Owner contiguous or adjacent thereto, for the purposes of exploring, drilling, and operating for, and/or developing and producing oil and gas whether or not any such oil and gas is attributable to lands or mineral rights owned in whole or in part by Surface Owners. This Drilling Easement is separate and apart for the rights otherwise granted in this Lease. This Drilling Easement shall remain in full force and effect for the Primary Term and as long thereafter until any and all wells utilizing the Drilling Easement have been plugged and abandoned in compliance with the rules of the governmental authority.

(5) Should Operator use a road that is constructed by Surface Owner, Operator shall be responsible for damage caused by its use of any such road, and shall hold Surface Owner harmless from any claims brought against Surface Owner as a result of damage or personal injury which to the extent that such damage or personal injury is directly caused by the use of the road by Operator. At its sole risk and expense, Surface Owner and its tenants shall have the right to use any Access Road constructed by Operator, provided that any such use shall not interfere with the use of the Access Road by Operator, and any such party using the Access Road shall do so at its sole risk and release Operator from all claims for damages or personal injury, regardless of fault or negligence by Operator. Surface Owner shall be liable for any damage to any Access Road constructed by Operator caused by Surface Owner's or its tenants use of the Access Road, and for any claims by third parties attributable to such use.

(6) Surface Owner expressly consents to wells being drilled on the Leased Property acknowledging that the surface location of any wells drilled on the Leased Property will or may be an exception location and not lie within the drilling windows created for the designated well spacing unit by Rule 318A of the rules and regulations of the COGCC. As by this Lease, Surface Owner has agreed to the locations for wells and Production Equipment, together with the locations of Pipelines and Access Roads to access the well sites, Surface Owner waives its right to engage in consultation with the oil and gas operator related to surface locations for wells, pipelines and roads, as required under the rules and regulations of the COGCC. Further, upon request of Operator, Surface Owner agrees to execute such further documents as maybe be required by the COGCC or other governmental or regulatory agencies to acknowledge the rights granted to Operator to use the Leased Property as set forth in this Lease to facilitate the permitting of any well or operation thereon or associated therewith. To the extent required Surface Owner also agrees to obtain such further executed documents from any tenant of Surface Owner.

(7) During the term of this Lease, Surface Owner will not locate any lot line, building, or structure within the Leased Property without first granting any waiver(s) as may be required to allow Operator to continue to use the Leased Property for the purposes herein granted. Surface Owner shall not inhibit Operator's access to the Leased Property or inhibit Operator's operations within the Leased Property or any of the easements granted hereunder by landscaping or other improvements, unless otherwise agreed upon in writing by Operator, which will not be unreasonably withheld. Surface Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. In order to give full effect to the purposes of this Lease, Surface Owner hereby waives its right to object to the location of any of Operator's facilities on the basis of setback requirements in the rules and regulations of the COGCC, as they may be amended from time to time. To the extent required Surface Owner agrees to obtain a similar waiver from any tenant of Surface Owner. Surface Owner further and similarly waives its right to object to any other state, county, city or local setback requirements or other requirements or regulations that are or become inconsistent with this Lease or that would prohibit or interfere with the rights of Operator, its designees and assigns, to explore for and produce oil and gas from wells located on the Leased Property in accordance with this Lease. Operator or its successors and assigns may cite the waiver in this paragraph in order to obtain a location exception or variance under COGCC rules or from any other state or local governmental body having jurisdiction. Surface Owner agrees not to object to the use of the surface of the Leased Property, so long as such use is consistent with the terms of this Lease, and Surface Owner will provide Operator or its successors and assigns with whatever written support they may reasonably require to obtain permits from the COGCC or any state, county or local jurisdiction.

(8) Operator shall be responsible for any actual damages to growing crops caused by Operator's construction and maintenance of the Leased Property, Access Road, and/or Pipeline.

(9) [REDACTED]

[REDACTED]

[REDACTED]

(12) Should Surface Owner believe that Operator is not in compliance with any of the terms and conditions of this Lease, Surface Owner shall provide Operator with written notice of such non-compliance. Neither Party shall be liable for, or be required to pay for, special, punitive, exemplary, incidental, consequential or indirect damages to any other Party for activities undertaken within the scope of this Lease.

(13) Upon the termination of this Lease as provided in Section 1, except as to the Drilling Easement, Operator's right to use the Leased Property for additional operations or wells shall terminate and Operator shall file a release of any recorded document evidencing the existence of this Lease. Provided, however, that as provided herein above, notwithstanding the termination of the Lease, Operator, at Operator's expense, shall have the right and continuing obligation thereafter to enter Surface Owner's property to plug and abandon any wells and reclaim and restore the surface, which shall be done in full compliance with the rules and regulations of the COGCC and any other governing regulatory agencies, to remove any and all Production Equipment or other materials placed on the Leased Property. Operator agrees to restore the surface of the Leased Property, and any Pipeline Easement or Road Easement used by Operator in connection with or impacted by its operations, to the extent reasonably practicable to a condition similar to the condition that existed as of the date of the Lease. If within one hundred twenty (120) days of the termination of Operator's right to use the Leased Property for additional operations or wells, Operator fails to commence in good faith operations to plug a well or to restore the Leased Property, Surface Owner shall have the right, but not the obligation, to perform or have a third party perform any such action. Operator agrees to reimburse Surface Owner within thirty (30) days of receipt of an invoice from Surface Owner, any and all reasonable costs incurred by Surface Owner in connection with any such reasonable action taken by or on behalf of Surface Owner. If Operator fails to reimburse such costs within the 30-day period, Operator shall be further responsible for all costs incurred by Surface Owner in collecting any such reimbursement, including but not limited to court cost and attorney's fee.

(14) This Lease, any and amendment hereto shall not be recorded in the public records of Weld County, Colorado, without the written consent of both Parties. Provided, however, Operator may record in the public records of Weld County, Colorado, a Memorandum of Surface Lease and Use Agreement, setting forth the identity of the Parties to the Lease, the effective date, the term of the Lease, the rights granted to Operator and the lands covered by the Lease, for the purpose of notice to third parties, with the document to be recorded to be signed by Surface Owner at the request of Operator. Operator shall provide Surface Owner with a recorded copy of any such recorded document. Notwithstanding, Operator may provide a copy of this Lease to the COGCC.

(15) THIS LEASE SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO.

(16) Operator shall pay all additional taxes assessed against the Lands attributable to Production Equipment placed on the Lands by Operator or in connection with Operator's operations.

(17) The rights granted herein may be assigned in whole or in part by either Party, and the terms, conditions, and provisions of this Lease are a covenant running with the land and shall extend to and be binding upon the successors, and assigns of Surface Owner and Operator. The Lease shall inure to the benefit of and shall be binding upon Surface Owner and Operator and their successors, assigns and designees.

(18) Subject to the terms of the Letter Agreement, this Lease sets forth the entire understanding among the Parties hereto regarding the matters addressed herein, and supersedes any previous communications, representations or agreement, whether oral or written. This Lease shall not be amended, except by written document signed by all Parties. This Lease may be executed in counterparts, each of which shall be deemed an original instrument, and which together shall constitute but one and the same instrument. A facsimile or scanned copy of the signed Lease shall be deemed as an original executed copy thereof.

IN WITNESS WHEREOF, the Parties have duly executed this Lease as of the date set forth below.

Surface Owner:
Joe Knight

[Signature]
Date: 10-13-2017

Operator:
Cub Creek Energy, LLC

By: [Signature]
Name: Scott B. Baily
Title: Vice President of Land
Date: 10/13/17

Surface Owner:
Kimberly A. Knight

[Signature]
Date: 10-13-17

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 13th day of October, 2017, by Joe Knight.

WITNESS my hand and official seal.
My commission expires: MARCH 20th 2019

[Signature]
Notary Public

JACK DANIEL CROISSANT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154011347
MY COMMISSION EXPIRES MARCH 20, 2019

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 13th day of October, 2017, by Kimberly A. Knight.

WITNESS my hand and official seal.
My commission expires: MARCH 20th 2019

[Signature]
Notary Public

JACK DANIEL CROISSANT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154011347
MY COMMISSION EXPIRES MARCH 20, 2019

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 13th day of October, 2017, by Scott B. Baily, as Vice President of Land of Cub Creek Energy, LLC, a Delaware limited liability company, by and on behalf of said company.

WITNESS my hand and official seal.
My commission expires: August 23, 2020

Tracy S. Butzen
Notary Public

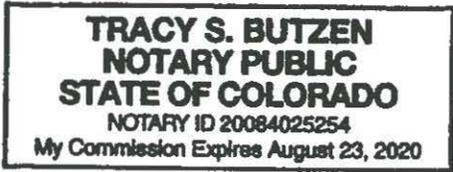


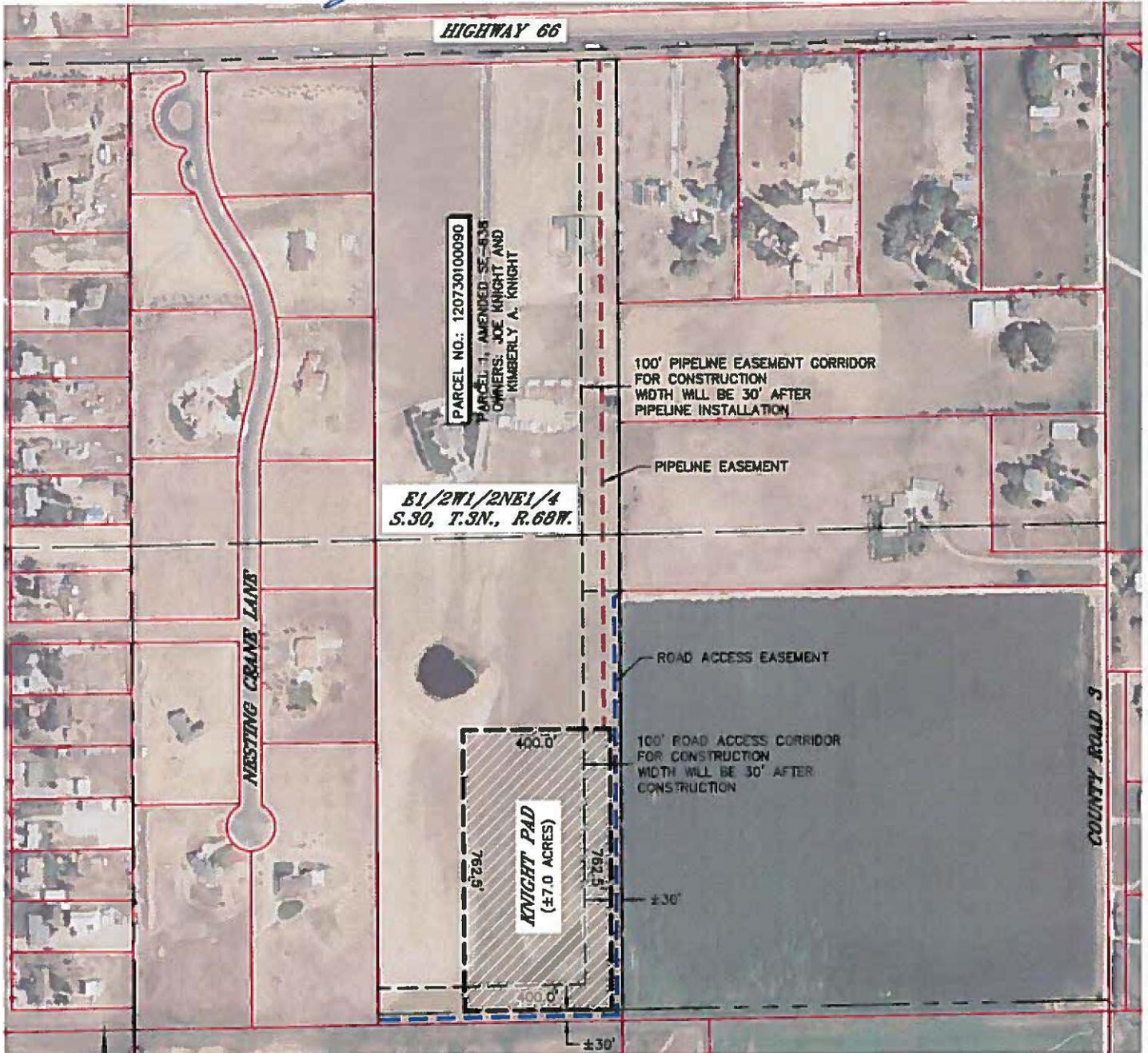
EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Surface Use Agreement by and between JOE KNIGHT and KIMBERLY A. KNIGHT Owner, and CUB CREEK ENERGY LLC., Company. Covering the following lands:

Township 3 North, Range 68 West, 6th P.M.
 Section 30: PARCEL 1, AMENDED SE-638
 Weld County, Colorado

Reviewed by Owner: JOE KNIGHT and KIMBERLY A. KNIGHT

Initial here: *KAK J.K.*

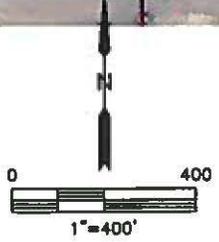


*B1/2W1/2NE1/4
 S.30, T.3N., R.68W.*

**KNIGHT PAD
 (±7.0 ACRES)**

LEGEND

-  OIL AND GAS OPERATIONS AREA ("OGOA") = ±7.0 ACRES
-  APPROXIMATE PERMANENT ACCESS EASEMENT
-  APPROXIMATE PIPELINE EASEMENT



DATE: 10/13/2017
 PROJECT#: 2017091