

## **SURFACE USE AND DAMAGE AGREEMENT**

This Surface Use and Damage Agreement ("Agreement") is made and entered into between **James B. Lueking Living Trust** by and through its Trustee James B. Lueking and each of its successors and assigns, herein referred to as "**Owner**", whose address is P.O. Box 164, Oxford, NE 68967 and DPOC, LLC, whose address is 1821 Blake Street, Suite 2B, Denver, CO 80202 and their successors and assigns, herein referred to as "**Operator**." Owner and Operator are sometimes referred to each as a "Party" or collectively as the "Parties."

### **WITNESSETH:**

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

Township 08 North, Range 61 West of the 6<sup>th</sup> P.M.  
Section 33: The Northeast Quarter (NE/4)

Hereafter the "**Subject Lands**";

**WHEREAS**, Owner utilizes the Subject Lands for agriculture and ranching with goals of developing said Subject Lands in the future; and

**WHEREAS**, Owner's overall objective is to preserve the Subject Lands, vistas and maintain the Subject Lands for current and future uses; 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**, Owner and Operator intend by this Agreement to define and assign responsibilities with regard to the activities discussed herein associated with the exploration, capture, production, storage, transportation or any other activities associated with lease activity of oil, gas, and hydrocarbons on and across the Subject Lands; 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 from the Subject Lands, lands pooled or spaced therewith as well as current and future uses by Owner of the Subject Lands.

**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 as follows:

### **SECTION 1- OPERATOR'S RIGHTS**

**1.1 Acknowledgement of Rights and Easements of XXX.** Upon payment of the consideration required herein, Owner hereby grants Operator, its employees and designated agents, a non-exclusive easement of up to one (1) Surface Use Area wherein all surface activity

will take place for the drilling, completion and production of up to sixteen (16) oil and gas Wells and related surface needs for said Wells (this area after drilling and completion shall be hereafter called the "Surface Use Area" and shall be that 7.4 acres as referenced below). Owner hereby further grants Operator the rights of ingress and egress to this Surface Use Area. The Surface Use Area and road for ingress and egress are depicted on Exhibit "A" attached hereto and incorporated herein by reference. The Surface Use Area is limited to twelve and one-half (12.5) acres during drilling and completion and seven and four tenths acres (7.4) acres for production.

The Surface Use Area may only be used for the purpose of drilling, staking, completing, equipping, producing and operating oil and gas Wells on Operator's leasehold under the Subject Lands or lands pooled or spaced therewith. No other lands may be accessed from the Subject Lands and no other surface activities may occur that involve, in any manner whatsoever, any lands other than the Subject Lands and lands pooled or spaced therewith.

All lands used during the initial drilling and completion activities shall be reclaimed and restored in accordance with this Agreement and those rules, laws and statutes applicable in Colorado.

**1.2 Wells.** In this Agreement, "Well" or "Wells" is defined as a separate oil and gas wellbore. The rights granted to Operator hereunder shall cover operations related to the drilling, completions, production, maintenance and abandonment of oil and gas Wells.

**1.3 Termination of Rights.** Except as otherwise provided herein as to those obligations or agreements that will survive this Agreement, this Agreement and Operator's obligations hereunder will terminate upon the last to occur of: (a) termination of the oil and gas lease covering the Subject Lands; or (b) upon complete final reclamation and restoration of the surface of the Subject Lands according to the standards prescribed herein and by the state or federal rules, regulations and statutes as well as approval of such reclamation by state and/or federal authorities which have jurisdiction over such reclamation.

**1.4 Non-Exclusive & Exclusive Rights.** Except for the Surface Use Area, the rights granted by Owner to Operator are nonexclusive, and Owner reserves the right to use and grant access for others to use all access roads and reserves all surface uses of the Subject Lands and the right to grant successive easements on or across the Subject Lands on such terms and conditions as Owner deems necessary or advisable provided any access or use rights for Owner or granted to any third parties shall not unreasonably interfere with Operator's exercise of its rights and responsibilities as provided herein.

## **SECTION 2 - OPERATIONS ON THE SUBJECT LANDS**

**2.1 Notification, Consultation and Approval.** Operator shall notify Owner at least thirty (30) days in advance before construction or installation of any facilities contemplated under this Agreement.

### **2.2 Construction of Flow Lines.**

a. Flow lines within the Surface Use Area may be located at Operator's discretion. Absent a separate agreement between Owner and Operator, no flow lines,

transmission lines, gathering lines or transportation lines shall be located anywhere on Owner's lands except within the Surface Use Area.

b. Operator shall be responsible for segregating the topsoil, backfilling, repacking, reseeding and recontouring the surface of any disturbed area in accordance with COGCC Rules.

c. Owner hereby gives notice to Operator that there may be stock, irrigation and domestic waterlines on the Subject Lands, some of which are buried. The Operator agrees that any area disturbed to depths deeper than the stock water lines will be covered with a minimum of four (4) feet of dirt in order to prevent freezing or damage.

### **2.3 Power Lines.**

a. Except as otherwise provided, or as otherwise agreed to by Owner, in writing, all power transmission lines shall be buried below four (4) feet from the surface and constructed so as to cause the least possible interference with Owner's use or operations. Existing power lines need not be relocated. Unless otherwise agreed to in writing, all power lines accessing the Surface Use Area shall be located beneath the access road to the Surface Use Area as identified on Exhibit "A."

b. To the maximum extent possible, Operator shall use power from any existing power lines that currently cross the Subject Lands or run alongside of Owner's land. In consultation and by separate agreement from Owner, Operator may from time to time need to set above ground appurtenances to make connections to existing poles. Owner grants Operator an easement and right-of-way to locate below-ground electrical facilities on the Subject Lands at locations set forth on Exhibit "A" attached hereto and incorporated herein by reference. If Operator determines that additional electrical infrastructure is necessary, whether above or below ground, Owner and Operator agree to consult and negotiate in good faith regarding the location of such additional electrical infrastructure that would be included in a new easement and right-of-way with Operator and/or United Power.

c. Should Operator desire to abandon any buried power line located on the Subject 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, nor responsibility for costs or reclamation for the power line, or that portion thereof, which Owner elects to take over. Owner shall promptly file all necessary notices or applications. If Owner does not elect to take over a power line, Operator shall continue to assume all liability, costs and reclamation obligations associated therewith, and Owner shall have no liability, nor responsibility for costs or reclamation for the power line. In the event Owner does not elect to take over a power line, Operator shall de-energize said power lines as soon as reasonably practicable and either remove or abandon in place said power line as Owner will direct.

## **2.4 Wells and Tank Batteries.**

a. **Generally.** Unless otherwise agreed to in writing, Operator shall locate all tank battery site within the Surface Use Area. To the extent technologically and economically feasible, Operator shall use remote monitoring systems or other technology to monitor its operations so as to reduce the frequency of travel by Operator's employees, agents, or contractors on the Subject Lands.

b. **Well Sites.** Operator shall consult with Surface Owner in accordance with Colorado Oil and Gas Commission ("COGCC") Rules and Regulations regarding the locations of proposed Wells provided, however, all Wells shall be located within the Surface Use Area as generally depicted on Exhibit "A" hereto.

c. **Tank Battery Site.** Operator shall consult with Surface Owner in accordance with Colorado Oil and Gas Commission ("COGCC") Rules and Regulations regarding the locations of tank batteries along with separators and other necessary equipment ("Production Facilities") provided, however, all Production Facilities shall be located within the Surface Use Area as limited for production purposes and as generally depicted on Exhibit "A" hereto.

**2.5 Maintenance.** Operator shall keep the Surface Use Area, Wells, Production Facilities, roads or other area used by Operator safe and in good order including without limitation those matters required by COGCC Rules and Regulations. Operator shall comply with state and federal laws, rules and regulations governing the presence of any petroleum products, toxic or hazardous chemicals or wastes on the Subject Lands. All equipment and facilities placed on the property by Operator shall be painted in tones consistent with the surrounding area.

**2.6 Roads.** Subject to the payment for access as required in the Letter Agreement dated January 5, 2018 (incorporated herein by reference), Operator may construct and maintain one new all-weather road to access the Surface Use Area provided (a) it is located on the section line whenever it is constructed on either lands owned by Owner or immediately adjacent to lands owned by Owner and (b) under no circumstances shall Operator use any access point off of County Road 93 so as to connect to the Surface Use Area herein agreed upon. Subject to these two conditions, beyond those lands owned by Owner, Operator shall be free to locate the access road wherever it deems necessary. This road shall be maintained by Operator and shall be constructed and used with the following specifications:

a. The surface of roadways shall not exceed eighteen feet (18') in width for traveled surface on permanent roadways and thirty feet (30') for temporary roadways. Improved roads shall be constructed with a two percent (2%) crown from the center of the road to the shoulder to promote positive drainage. Constructed roadway shall be limited to twenty feet (20') from the centerline of each road easement area for fills, shoulders and crossings whenever practicable or unless otherwise dictated by local, state or federal laws or regulations governing such roads. Where reasonably requested by Owner, Operator shall install side ditches along roads to transport runoff to appropriate drainage structures as well as bridges, culverts or other means by which to properly maintain and use the roadway as well as regrade or repair when necessary.

b. If requested by Owner, access to the Subject Lands from any County road shall be controlled by a metal, hinged gate in addition to a cattle guard or culverts if applicable or needed, which gate Operator shall construct and install in accordance with the reasonable specifications of Owner.

c. Operator agrees, if requested by Owner, to place (within reason) an appropriate sign or signs on Owner's roads designating them as "Private Roads, No Trespassing or Hunting". Owner may lock gates across its private roads provided that Operator shall have the right to place its own locks on such gates. Owner shall give Operator fifteen (15) days advance written notice of Owner's election to lock gates in order that Owner and Operator can consult with each other regarding the type of locks to be used and arrangements for Operator's access

d. Operator shall employ best management practices to suppress dust from access roads generally depicted on Exhibit "A."

**2.7 Fences and Landscaping.** Operator shall construct fences around Wells and Facilities, in accordance with COGCC Rules. In addition, upon request of Owner, Operator shall, at its expense, construct permanent fencing around all Surface Use Area, Wells, Production Facilities, roads and other surface facilities. Unless otherwise agreed to in writing, the fencing around the Wells and Production Facilities shall be a welded steel panel design powder coated in black. Operator's Surface Use Area shall be the responsibility of Operator, and Owner shall not be responsible for damage to such fences or Operator's Surface Use Area, unless such damages are the result of actions by Owner. Operator shall reasonably repair and/or replace any and all damage done to any fences or gates, or any other improvements of Owner, which result from Operator's operations of the Subject Lands. All fences shall be repaired, locked and closed in a manner consistent with surrounding fences and reasonable and customary residential, farming and ranching practices.

**2.8 Improvements, Cultivated Land, Stock Water Pipelines.** No existing fences, cattle guards, or other improvements shall be cut or altered by Operator without the consent of Owner, which consent shall not be unreasonably withheld.

**2.9 Non-Disturbance.** Operator and its employees and authorized agents shall not disturb, use or travel on any of the land of Owner not subject to this Agreement without Owner's consent.

**2.10 Fire.** Operator shall take reasonable steps to prevent fire and to promptly extinguish fire caused by Operator's activities on the Subject Lands. No trash or timber slash will be burned by Operator on the Subject Lands. Operator shall reimburse Owner for crop damage and structural damage caused by Operator's activities on the Subject Lands plus the reasonable cost of fire suppression directly incurred by Owner and shall immediately reimburse Owner for any reasonable charges assessed to Owner by a local, county, state or federal fire control agency.

**2.11 Behavior of Operator's Employees, Agents and Contractors.**

a. Operator is authorized to use the Easement solely for purposes of oil and gas exploration, production and development. Accordingly, Operator has no authority to and

Operator shall not permit any of its employees or contractors operating hereunder to, among other things: bring any dog, firearm, explosive device, weapon, alcoholic beverage, or illegal drugs on Owner's property; hunt, recreate, consume alcoholic beverages, or carry on any illegal activities on the Subject Lands.

b. Use of 4-wheelers on the easement area will be restricted to occasions when surface conditions require their use OR with Owners prior approval. Recreational activities of a 4 – wheeler are forbidden.

**2.12 Communication and Contacts Between Owner and Operator.** Notices as provided for herein shall be made in the manner provided for to:

OWNER: James B. Lueking Living Trust  
P.O. Box 164, Oxford, NE 68967  
308-991-8539

OPERATOR: DPOC, LLC  
1821 Blake Street, Suite 2B, Denver, CO 80202  
720-543-7951

**2.13 Insurance.** Operator shall carry automobile liability insurance covering owned, non-owned, and hired automobiles with limits of at least [REDACTED] per occurrence. In addition, Operator shall carry third party liability insurance with minimum limits of [REDACTED] per occurrence. Operator shall have the right to self-insure all or any portion of the insurance required herein. At inception of this Agreement, upon Owner's request, Operator shall provide Owner with certificates evidencing such insurance.

**2.14 Equipment Storage and Maintenance; Employee Housing.** Operator's equipment shall not be stacked or stored or maintained on the Subject Lands nor shall employees be housed on any of the Subject Lands without the express written consent of Owner and additional compensation paid for such storage. However, rigs may be stacked on the drill site for not more than fourteen (14) days unless weather or mechanical reasons reasonably prevent such removal.

### **SECTION 3 – REGULATORY REQUIREMENTS**

**3.1 Waivers.** Owner understands and acknowledges that rules and regulations of the Colorado Oil and Gas Conservation Commission ("COGCC") govern the distance between a wellhead and public roads, production facilities, buildings, building units and surface property lines, among other things. To the extent necessary to utilize the Surface Use Area or other surface uses as set forth on Exhibit "A," Owner agrees to review, approve and execute such waivers necessary for said locations for those Wells, Production Facilities and uses set forth in this Agreement. Owner reserves all rights otherwise.

### **SECTION 4 - PAYMENTS TO OWNER**

**4.1 Surface Use Payments.** Contemporaneous with the execution of this Agreement, Operator shall pay Owner an all-inclusive, payment for two Wells and Access according to that

Letter Agreement dated January 5, 2018 (incorporated herein by reference). If more than two Wells are located on the Surface Use Area, Operator shall pay per Well according to that Letter Agreement dated January 5, 2018.

**4.2 Timing of Payments.** A nonrefundable payment for the first two Wells and Access shall be made with the execution of this Agreement regardless of whether said Wells are ever drilled. For any Well thereafter, payment shall be made a minimum of seven (7) days prior to the spudding of said Well. Once payment is made, the payment shall thereafter be nonrefundable regardless of whether said Well is ever drilled or not.

**4.3 Method of Payment.** Operator shall pay Owner by check unless otherwise agreed to in writing.

**4.4 Damages for Breach.** Any breach of this Agreement not corrected within sixty (60) days after Operator is aware of said issue shall render Operator liable for damages to Owner. Said amounts only apply if Operator is determined to have breached this Agreement and said amounts is in addition to any other damages that may be owed as a result of a breach of the Agreement.

**4.5 Payment Limitation.** The payments herein provided are acknowledged as sufficient and in full satisfaction for damages caused or created by the reasonable and customary entry, rights of way, operation and use of the roads, Wells, Surface Use Area and Production Facilities identified on the attached exhibits, but do not include damage to property, livestock, buildings or improvements or injuries to persons or to damage or destruction to Owner's water wells or water supply that are caused by Operator's oil and gas activities on the Subject Lands.

## **SECTION 5 - RECLAMATION**

**5.1 Reclamation and Restoration.** Unless Owner otherwise agrees in writing, upon termination of any of Operator's operations on the Subject Lands or upon drilling or completion of any wells, Operator shall restore and level the surface of the land affected by such terminated operations as near as possible to the contours which existed prior to such operations, in accordance with COGCC rules. Operator shall use water bars and such other measures as appropriate to prevent erosion and non-source pollution. Where requested, Operator shall restore all private roads, drainage and irrigation ditches disturbed by Operator's operations as near as possible to the condition that existed prior to such operations. Reclamation upon drilling or completion of any wells shall happen as soon as reasonably practicable. In addition, Operator shall comply with all requirements in accordance with the prescribed rules and regulations of the COGCC.

## **SECTION 6 – MISCELLANEOUS**

**6.1** Operator shall defend, indemnify and hold the Owner harmless from any damage, injury, claim, judgment or other liability to the extent caused by Operator's use of the Subject Lands, including use by Operator's employees, agents, representatives, contractors, or other working interest owners.

**6.2 Environmental Indemnity.** “Environmental Claims” means all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on or ownership of the Property or ownership of the oil and gas leasehold interests, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to any Claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material. Environmental Claims do not include the costs of any remediation undertaken voluntarily by any Party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party.

“Environmental Laws” means any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j), the Hazardous Material Transportation Act (49 U.S.C. §§ 5101 et seq.), the Clean Air Act and the Toxic Substances Control Act (15 U.S.C. §§ 2601-2629).

Operator shall protect, defend, indemnify, and hold harmless Owner from Environmental Claims relating to the Subject Lands or the oil and gas leasehold for the Subject Lands that arise out of Operator’s oil and gas operations on the Subject Lands. Owner shall protect, defend, indemnify and hold harmless Operator from Environmental Claims relating to the Subject Lands that arise out of Owner’s operations and activities on the Subject Lands.

**6.3 Exclusion from Indemnities.** The indemnities of the Parties herein shall not cover or include any amounts which the indemnified Party is actually reimbursed by any third party. The indemnities in this Agreement shall not relieve any Party from any obligations to third parties.

**6.4 Notice of Claim for Indemnification.** If a Claim is asserted against a Party for which the other Party would be liable under the provisions of Sections 0 or 0 above, it is a condition precedent to the indemnifying Party’s obligations hereunder that the indemnified Party shall give the indemnifying Party written notice of such Claim setting forth all particulars of the Claim, as known by the indemnified Party, including a copy of the Claim (if it is a written Claim). The indemnified Party shall make a good faith effort to notify the indemnifying Party within a reasonable period of time after receipt of a Claim.

**6.5 Compliance with Law.** Owner and Operator shall conduct all of its operations and activities in accordance with all applicable local, state and federal laws, rules and regulations. Owner and Operator agree to cooperate in good faith in the reasonable and expeditious development of Operator’s leasehold under the Subject Lands.

**6.6 Notice.** Notice may be given to either party to this Agreement by depositing the same via certified mail return receipt requested in the United States Mail postage prepaid, duly addressed to the other party at the address set out in section 2.13 of this Agreement, or at such



other address as each party may subsequently provide to the other. Such notice shall be deemed delivered when the party posting same in the United States Mail receives the returned mail receipt signed by the other party, or one of its authorized representatives.

**6.7 Exhibits and Recitals.** For all purposes, all exhibits attached hereto and recitals set forth above are incorporated herein by reference and contractual in nature.

**6.8 Memorandum of Agreement.** This Agreement shall not be recorded, but either party may record with the County Clerk of Weld County, Colorado, a memorandum that the parties have entered into this Agreement which affects the Subject Lands, as modified from time to time.

**6.9 Disclosure of this Agreement Prohibited.** Except to the extent wherein express notification is permitted or required by this Agreement, Owner hereby agrees not to disclose any of the terms contained in this Agreement to any third party, except to legal counsel representing Owner or to an accountant for tax purposes.

**6.10 Construction of Agreement.** This Agreement shall be construed under the laws of the State of Colorado.

**6.11 Assignment; Binding Effect.** If Operator assigns this Agreement, Owner shall be notified. This Agreement is binding upon the parties and their successors and assigns.

**6.12 Force Majeure.** Should Operator be prevented from complying with any expressed or implied covenants of this Agreement, conducting normal operations, or from transporting natural gas or other hydrocarbons there from by reason of scarcity of, or inability to obtain or use equipment or material, or by operation of force majeure, or because of any federal or state law or any order, rule or regulation of a governmental authority then while so prevented, provided Operator has given written notice of said force majeure event within 90 days of commencement of said event, interruption or stoppage, Operator's obligations to comply with such covenant shall be suspended, and Operator shall not be liable in damages for failure to comply therewith; and the express or implied covenants or other provisions of this Agreement so affected shall be extended while and so long as Operator is prevented by any such cause from conducting normal operations or transportation of natural gas or other hydrocarbons from the on the Subject Lands; and the time while Operator is so prevented shall not be counted against the Operator, anything in this Agreement to the contrary notwithstanding.


**6.13 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.

## **SECTION 7 - ENFORCEMENT AND RESOLUTION OF DISPUTES**

**7.1 Default.** In the event that the Owner or the Operator hereunder shall fail to comply with any of their duties or obligations hereunder, the other party shall so notify the defaulting party in writing by certified mail and if said default is not corrected within thirty (30) days after receipt of said notice or activity is not initiated to cure such default in those instances where said default could not be cured within said thirty (30) day period, the non-defaulting party

shall have the right to enforce the provisions of this Agreement in law or in equity and/or have such other rights and remedies as may be provided to it under the laws of the State of Colorado

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the 5th day of January, 2018, (the "Effective Date").

By:   
Name: James B. Lueking  
Title: Trustee of the James B. Lueking Living Trust

By:   
Name: Jamison McIlvain  
Title: Vice-President of Business Development

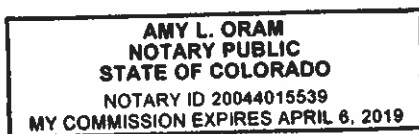
#### ACKNOWLEDGEMENTS

STATE OF COLORADO     )  
  )ss  
COUNTY OF LARIMER     )

The foregoing instrument was acknowledged before me this 5th day of January, 2017, by James B. Lueking as Trustee of the James B. Lueking Living Trust, 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: 4-6-2019



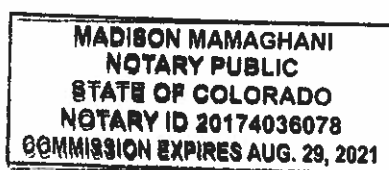
  
Notary Public

STATE OF COLORADO       )  
  )ss  
COUNTY OF Denver       )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of January, 2018, by Jamison McIlvain as Vice-President of Business Development, 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.

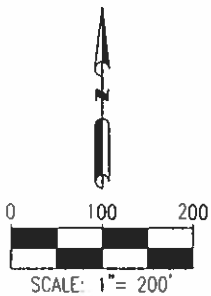
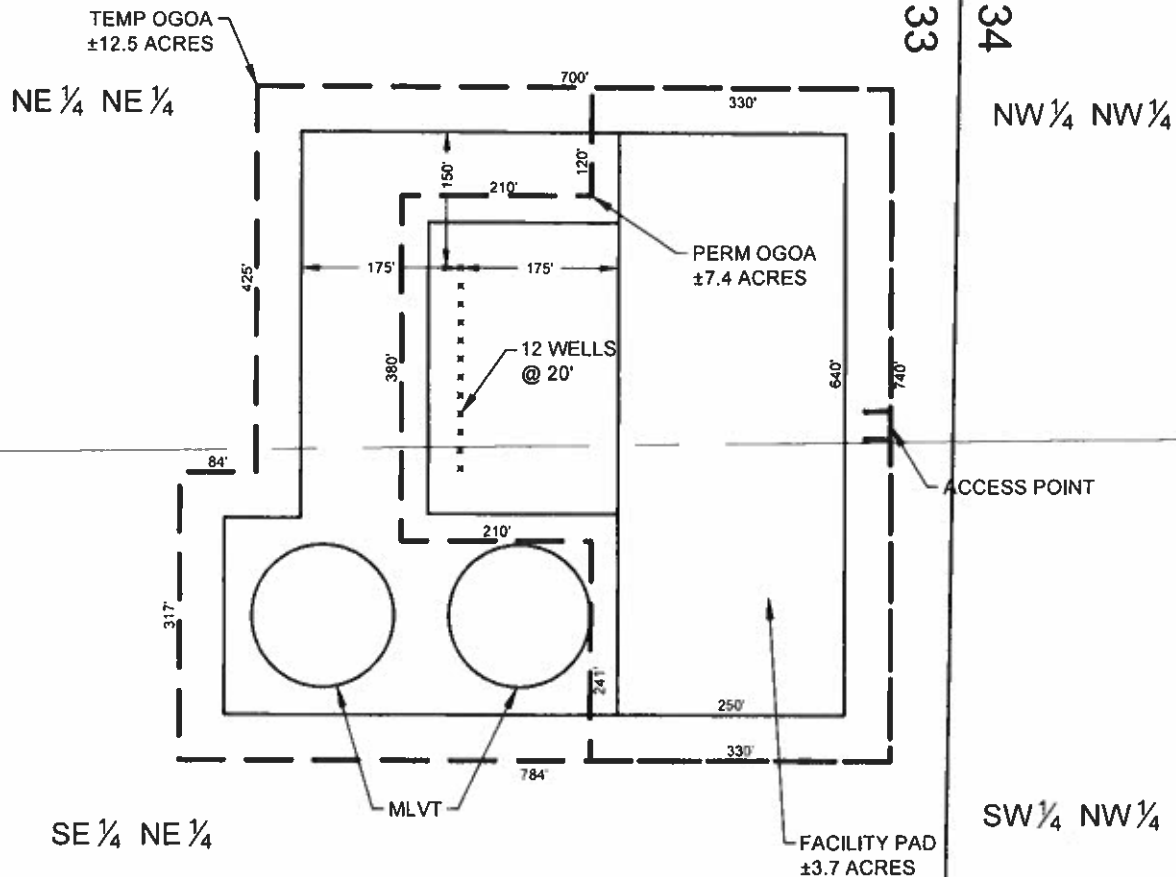
My commission expires: 08/29/21.



Madison Mamaghani  
Notary Public

EXHIBIT A  
OGOA

PARCEL OWNER:  
JAMES B LUEKING



**DISCLAIMER**  
THIS PLOT DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON TO DETERMINE BOUNDARY LINES, PROPERTY OWNERSHIP OR OTHER PROPERTY INTERESTS. PARCEL LINES IF DEPICTED HAVE NOT BEEN FIELD VERIFIED AND MAY BE BASED UPON PUBLICLY AVAILABLE DATA THAT ALSO HAS NOT BEEN INDEPENDENTLY VERIFIED.



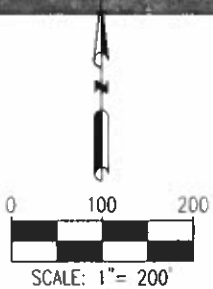
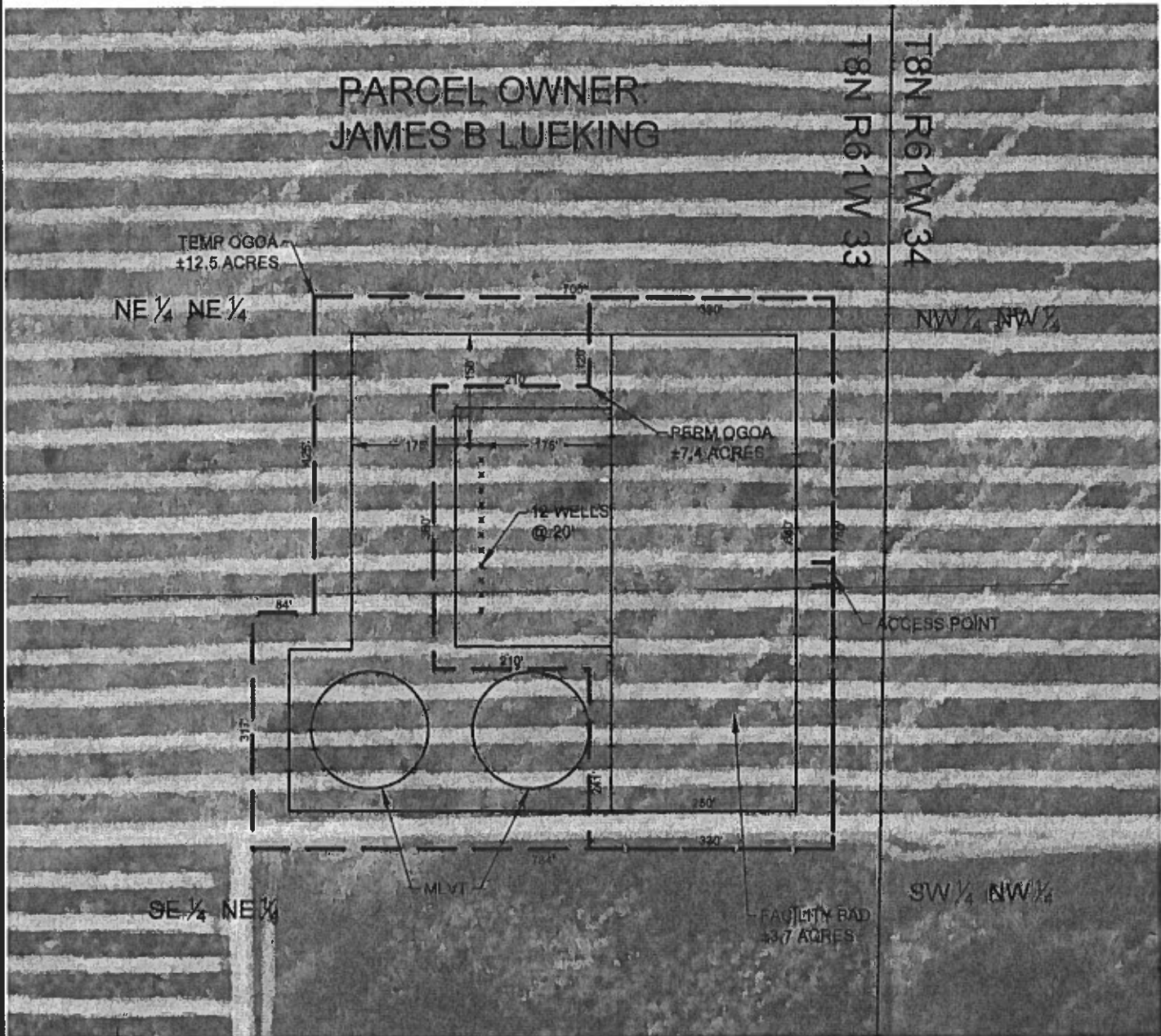


<b>PREPARED BY</b>  <small>7555 W. 80th Circle Denver, CO 80231 303.946.1126 www.ascentgeomatics.com</small>	<b>FIELD DATE</b> N/A  <b>DRAWING DATE</b> 01-04-17  <b>BY</b> MMP  <b>CHECKED BY</b> CLP	<b>SITE NAME</b> HARLEQUIN NORTH PAD  <b>SURFACE LOCATION</b> NE 1/4 NE 1/4 SEC. 33, T8N, R61W, 6TH P.M. WELD COUNTY, COLORADO	<b>PREPARED FOR:</b>  <small>MALLARD Aerial Photography</small>
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EXHIBIT A  
OGOA



DISCLAIMER  
THIS PLOT DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE  
RELIED UPON TO DETERMINE BOUNDARY LINES, PROPERTY OWNERSHIP OR OTHER  
PROPERTY INTERESTS. PARCEL LINES IF DEPICTED HAVE NOT BEEN FIELD VERIFIED AND  
MAY BE BASED UPON PUBLICLY AVAILABLE DATA THAT ALSO HAS NOT BEEN  
INDEPENDENTLY VERIFIED.

PREPARED BY  7535 Hilltop Circle Omaha, NE 68121 402.915.7100 <a href="http://www.ascentgeomatics.com">www.ascentgeomatics.com</a>	FIELD DATE N/A  DRAWING DATE 01-04-17  BY MMP  CHECKED BY CLP	SITE NAME HARLEQUIN NORTH PAD  SURFACE LOCATION NE 1/4 NE 1/4 SEC. 33, T8N, R61W, 6TH P.M. WELD COUNTY, COLORADO	PREPARED FOR  MALLARD EXPLORATION
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