

SURFACE USE AGREEMENT

This Surface Use Agreement (“Agreement”) is dated September 24, 2018 (“Effective Date”), by and between Lorinda R. Sinn-Clark, as Member and Registered Agent of Lazy Double 13, LLC, whose address is 264 Wineberger Rd., Hartwell, GA 30643 (“Owner”) and Murfin Drilling Company, Inc., whose address is 250 N. Water, Suite 300, Wichita, Kansas 67202 (“Company”).

RECITALS

Owner owns the surface estate of the following described lands located in Lincoln County, Colorado (“Lands”):

Township 10 South, Range 56 West, 6th P.M.
Section 27: W/2

WHEREAS, Company and Owner have agreed upon the terms and conditions by which Company may enter upon and use certain portions of the Lands for oil and gas drilling and producing operations.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, Owner and Company hereby agree as follows:

Owner hereby grants and conveys to Company the right of access on and the right to use the surface and subsurface of the Lands to explore, transport, and market oil, gas and associated hydrocarbons from the **Moonraker 6-27** well (the “Well”) located in the SE/4NW/4 of Section 27, Twp. 10 South, Range 56 West of the 6th P.M, as depicted on Exhibit A.

1. Company use of the Lands is limited to reasonably drilling and operating the Well, access by road to the Well, and the production flow line, to be used solely for production from the Well. It is agreed the drilling and completion location (“Temporary Area”) shall not exceed Five (5) acres, and the production facility (“Permanent Area”), to include the pumping unit and tank battery, if needed, shall not exceed Three and a half (3.5) acres, as depicted in Exhibit B. As soon as practicable, and within ninety (90) days of completing the Well, should it be deemed productive, or of any deepening, recompletion, or reworking operations, the Company shall reclaim the Temporary Area that is not needed for the Permanent Area, as nearly as practicable to its original condition and as otherwise required by Colorado Oil and Gas Conservation Commission (“Commission”) regulations. In the case of reasonable delay, Company shall complete such restoration and reclamation as soon as reasonably possible. All construction, maintenance and use of the Lands shall be in accordance with Commission regulations, the Lease, and this Agreement (which shall preempt Commission regulations and the Lease where applicable). Except for the Temporary and Permanent Areas, and the access road and production flow line easement depicted on Exhibit B attached hereto, the Company shall not use or occupy the surface of the Lands, except in the event of an emergency or for reasonable

incidental, temporary and non-damaging activities, for which the Company shall be strictly and solely responsible for any damages that may occur. Owner will not locate any building or structure within the Temporary Area, or within 200 feet of the access road or flowline easement, but Owner shall have the right to place utilities within the flowline easement so long as such utilities are placed no closer than eighteen inches (18") vertically from Company's flowline. Owner shall also have the right to cross the access road and flowline easement with roads, trails and fences placed at substantially right angles. The Company may modify the location (but not the size) of the access road and/or flowline easement as depicted on Exhibit B if necessary and upon consent of Owner, which should not be unreasonably withheld. Upon any such modification, the Company shall submit an updated Exhibit B to Owner.

2. The Well site location shall be constructed so as to result in the least interference with Owner's surface use as reasonably practicable under the circumstances. Pits shall not be constructed on the Lands, and no drill cuttings will be left on the Lands. Company shall take all reasonable precautions necessary to prevent land, air and water pollution, including pollution to all underground fresh water zones. Company shall collect all trash that accumulates in connection with its operations and promptly remove such trash and all junk or surplus equipment from the Lands and properly dispose of same off of any adjacent lands owned by Owner pursuant to applicable regulations. Company shall take all reasonable precautions to prevent blowouts from occurring on the Lands. Upon reclamation of the Temporary Area, Company shall utilize only such area around the Well and Tank battery as is reasonably necessary for such purposes, not to exceed Three and a half (3.5) acres consisting of the Permanent Area.

3. Owner consents to the construction of a production flowline easement along the route identified in Exhibit B. Company agrees the construction easement for any production flow line shall initially be 25 feet in width, which upon completion of said construction shall revert to 15 feet, being 7.5 feet left and 7.5 feet right of the center line. Company shall bury its flowline at least 36" below the ground, which will be from the top of the pipe to the surface of the ground. Only crude oil and natural gas and produced water will be allowed to be transported through any flowlines located on the Lands.

4. Owner consents to the construction of an access road along the route identified in Exhibit B for ingress and egress by Company and its employees, contractors, subcontractors, agents and business invitees as needed to conduct oil and gas operations on the Well. Such road shall be an unimproved two track road, limited to twenty five (25) feet in width. The Company agrees to maintain any roads utilized as part of their operations to include gravel in mutually agreed locations of said road as needed for the safe passage of truck traffic and to reduce potential erosion. Company and its agents, employees and business invitees shall keep all gates closed after entering or leaving the lease premises. At such time as both parties mutually agree to the placement of a cattle guard, the Company will provide one suitable for oil and gas operations and Owner operations. The Company reserves the right to remove the cattle guard upon the cessation of oil and gas operations on the lease premises.

5. Prior to entry upon the Lands for drilling or any operations related thereto, Company shall pay Owner a one-time payment of [REDACTED] for the Temporary and Permanent Areas on the Lands to be used by the Company for its

exploration, drilling (vertical well only), completion, deepening, hydraulic fracturing, recompletion, reworking, equipping and production operations, and for the access road.

6. Company agrees to pay Owner [REDACTED] per rod for the flowline laid, which is depicted on Exhibit B. Should the Company require more than one flowline, each such flowline shall be laid in the same 15-foot easement and compensated at [REDACTED]. The Owner agrees not to construct overhead power lines over the Temporary or Permanent Area without the consent of the Company, which shall not be unreasonably withheld.

7. Company agrees to paint the production equipment and tank battery tan and to equip said production with muffler systems capable of limiting excessive noise. The Lands used by the Company will be kept in a clean and workmanlike manner, the Company will prevent the growth of noxious and other weeds thereon or nearby, and will generally operate the facilities as a prudent operator, responding to Owner's reasonable requests for maintenance. No later than Sixty (60) days following completion of the Well, Company will install portable steel panels and fence around the Permanent Area sufficient to exclude livestock.

8. The Company agrees to pay fair market value to the Owner for the death or serious injury to livestock harmed by and clearly attributable to the Company's operations on the Lands.

9. It is agreed the initial payment of [REDACTED] covers all crop damages resulting from the construction of the permanent area and tank battery, which combined area shall not exceed 3.5 acres. The Parties agree that nothing herein shall be construed as a waiver or release of Owner's right and ability to seek corrective or remedial action, and any monetary award for unreasonable crop loss or land damage under Commission Rule 703.

10. Company shall comply with all applicable statutes, rules, regulations and ordinances of all federal, state and local governments, agencies and authorities regarding restoration and reclamation upon plugging and abandoning the Well. Such restoration and reclamation shall be completed as soon as practicable, but no later than ninety (90) days after said abandonment, weather permitting. In the case of reasonable delay, Company shall complete such restoration and reclamation as soon as reasonably possible.

11. Company shall not use water from any fresh or usable water sands or strata, including water from any formation which would be protected under the federal Underground Injection Control program, for any water flood or other enhanced recovery operations for pressure maintenance purposes. Further, no fresh or useable water may be used for secondary recovery without the prior written consent of the Owner. Subject to the foregoing, Owner may, in its sole discretion, sell Company fresh water from surface impoundments or other surface or ground water sources to the extent reasonably necessary for drilling and development operations on the Lease. The Owner shall have the right to designate the location from which water shall be taken. Upon completion of the drilling operations any permits obtained by Company for water wells drilled pursuant to such permits may be conveyed to the Owner, or such water wells will be plugged by Company at its expense as required by law.

12. Owner acknowledges that this notice complies with, or hereby waives all COGCC requirements that it be given advance notice by Company of the proposed Operations. Owner acknowledges receiving from Company a brochure prepared by the COGCC which describes the rights and responsibilities of Owner as a surface owner. However, Company shall provide notice to Owner's tenant farmer, Chris Monks, at least two weeks prior to entry upon the Lands for its operations by email (mLazy2@yahoo.com) and/or phone (719-740-0539).

Murfin Drilling Company, Inc.

Lazy Double 13, LLC

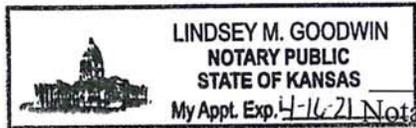

Michael E. Rusco

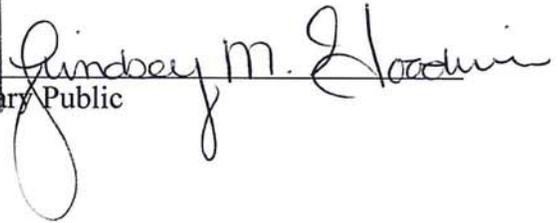

Lorinda R. Sinn-Clark as Member and Registered Agent

STATE OF KANSAS }
 }
 } ss:
COUNTY OF SEDGWICK }

The foregoing instrument was acknowledged before me this 23rd day of October, 2018, by Michael E. Rusco, for Murfin Drilling Company, Inc., a Kansas Corporation, on behalf of the corporation.

My Appointment Expires:

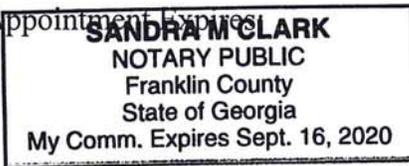

LINDSEY M. GOODWIN
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 4-16-21 Notary Public

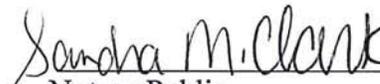


STATE OF GEORGIA }
 }
 } ss:
COUNTY OF Franklin HART }

The foregoing instrument was acknowledged before me this 19th day of October, 2018, by Lorinda R. Sinn-Clark, as Member and Registered Agent of Lazy Double 13, LLC, on behalf of the limited liability company.

My Appointment Expires:


SANDRA M. CLARK
NOTARY PUBLIC
Franklin County
State of Georgia
My Comm. Expires Sept. 16, 2020


Sandra M. Clark
Notary Public

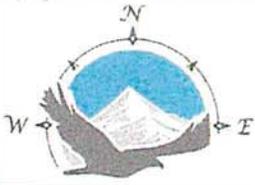


Exhibit 'A'

FRANE SURVEYING INC.

Physical Address: 34834 Annie Cir.
 Mail to: Box 2372, Elizabeth, CO 80107
 Ph. 303-243-0037
 www.franesurveying.com
 Job # 18-232 Moonraker 6-27

Frane Surveying, in accordance with a request from Murfin Drilling Co., has determined the location of Moonraker #6-27 to be 2300 feet FNL, and 1500 feet FWL, (90° off Section lines) of SECTION 27, Township 10s, Range 56w of the 6th Principal Meridian, Lincoln County, Colorado.

Date: Staked on 09/27/18 drawn on 09/28/18.

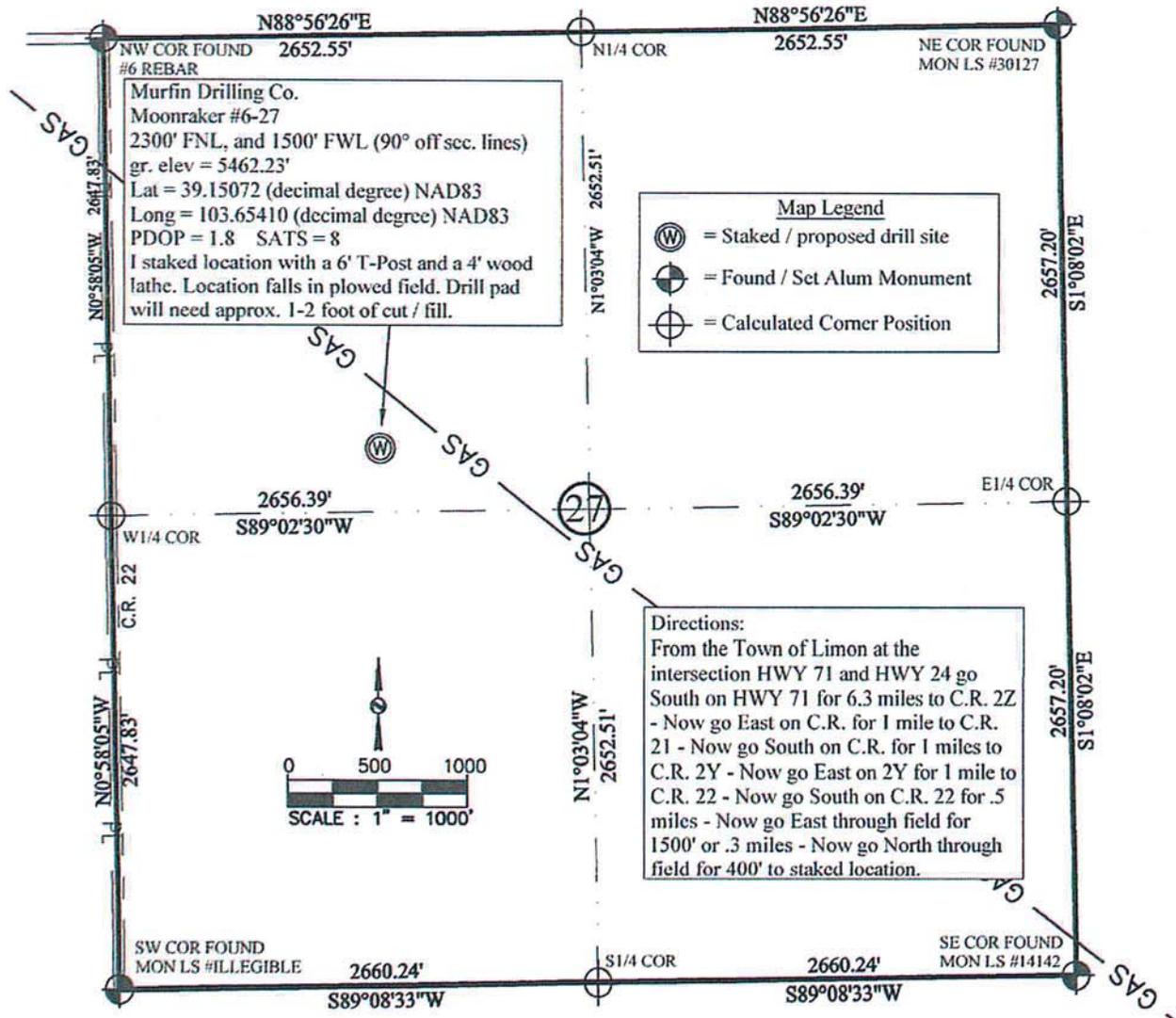
Re: Staked by Elijah Frane
Drawn: Drawn by Elijah Frane

Basis of Elevation Spot: USGS BM = STORM, PID = KJ0524, H-Order = Adjusted, V-Order = Vertical Stability Unknown, US NAD 83 CO-C, Lat. = 39.19855, Long. = W103.69598, Elevation = 5572.0'

Notes: See location drawing for improvements within 500' of proposed well pad / head..
 The ground elevation at staked location = 5462.23' gr.
 This drawing does not represent a monumented survey or Land Survey Plat.



Basis of Bearing: Bearings were determined based on the North line of Section 27 to bear N88°56'26"E with all other bearings contained herein relative thereto.



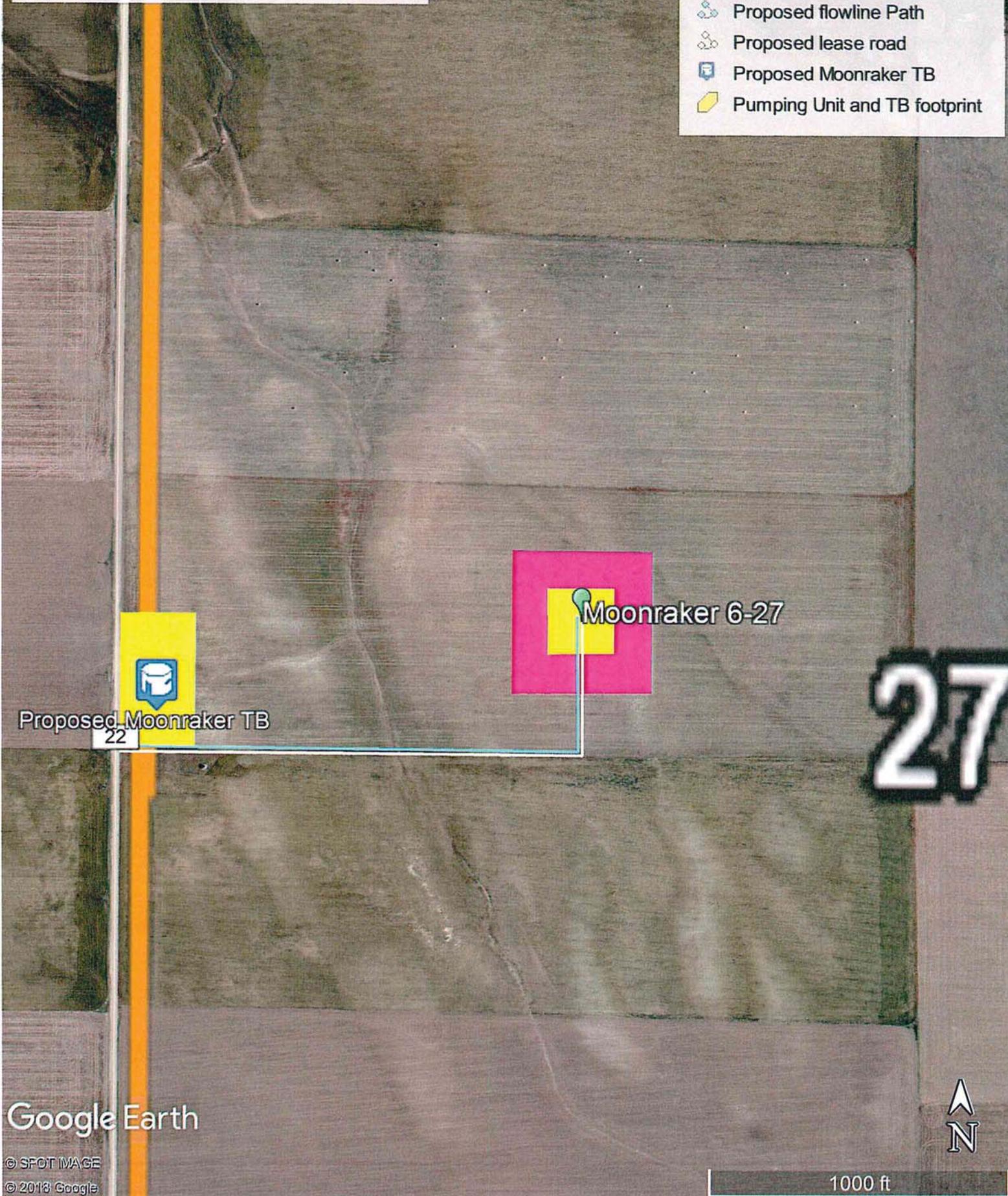
Moonraker 6-27

2300' FNL & 1500' FWL - Section 27-10S-56W
Lincoln County, Colorado

Exhibit 'B'

Legend

-  5 acre footprint
-  Moonraker 6-27
-  Proposed flowline Path
-  Proposed lease road
-  Proposed Moonraker TB
-  Pumping Unit and TB footprint



Proposed Moonraker TB

22

Moonraker 6-27

27

Google Earth

© SPOT IMAGE
© 2018 Google



1000 ft

Murfin Drilling Company, Inc.
as Operator of the following well:

Moonraker 6-27
2300' FNL & 1500' FWL-Section 27-10 South-56 West
Lincoln County, Colorado

To all:

I am a Member and Registered Agent of Lazy Double Thirteen Farm, LLC, which is the owner of the surface of the NW/4 of 27-10-56 Lincoln County, Colorado, and I understand that Murfin Drilling Company, Inc. intends to commence drilling operations for the Moonraker 6-27 well located in the NW/4 of 27-10-56 Lincoln County, Colorado, and I, on behalf of the company, hereby waive the notifications, meeting opportunities, mitigation measures, and twenty (20) day comment period for the Moonraker 6-27, as required under COGCC Rule 305.c, 305.f and 306.a.

**Member and Registered Agent of
Lazy Double Thirteen Farm, LLC**



Lorinda R. Sinn-Clark