

# MEMORANDUM OF SURFACE USAGE AGREEMENT

## CHEYENNE COUNTY, COLORADO

**OPERATOR:** McCoy Petroleum Corporation  
9342 E. Central, Wichita, Kansas 67206  
(316) 636-2737

**SURFACE  
OWNER:** KCVN, LLC  
c/o: William Osborn, Attorney-in-Fact  
515 Congress Avenue, Suite 2450, Austin, TX 78701  
(512) 476-3529

**EFFECTIVE  
DATE:** March 15, 2019

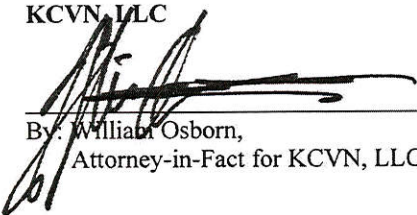
**LEASE  
PREMISES:** Township 15 South, Range 46 West, 6<sup>th</sup> P.M.  
Section 29: NE/4NE/4  
  
Township 14 South, Range 47 West, 6<sup>th</sup> P.M.  
Section 23: NW/4NE/4  
  
Township 14 South, Range 46 West, 6<sup>th</sup> P.M.  
Section 25: NW/4NE/4

### WAIVERS, EXCEPTIONS AND STIPULATIONS:

1. That in order for operator to enter, drill, test, complete and produce its proposed wells, it is necessary that OPERATOR cross and use certain property of OWNER, and the parties hereby agree as to the damages, entry and surface use therefore.
2. OWNER hereby gives, grants and conveys unto OPERATOR, its agents, employees, and assigns, the right to enter upon and use the above described property of OWNER for the purposes of drilling, testing, completing and producing the proposed wells, together with the right-of-way and easement across the above described lands to construct, maintain, And use (for each well) an access road, a well site, a storage tank, a pipeline and any other related facilities which are necessary to operate the subject well(s).
3. In the event of additional damages, including without limitation, damages to buildings, fences, gates, and livestock tanks, livestock and other extraordinary losses or damages caused by OPERATOR, its agents, employees, and consultants to OWNER'S property, or to the property of OWNER'S surface lessee, if any, OPERATOR agrees to compensate OWNER promptly for same on mutually agreeable terms.
4. OPERATOR will indemnify and hold OWNER harmless from all liability or claims of others, shall claims result from OPERATOR'S operations on the property of OWNER.
5. In consideration of the hereinabove referenced payments, OWNER hereby releases, acquits and discharges OPERATOR of and from any and all claims for reasonable detriment, injuries and damages, with the exception of damages to personal property of OWNER. It is understood that OWNER is not hereby waiving any rights, which may be based upon negligent operations by OPERATOR.
6. OWNER hereby releases and waives all right-of dower and/or homestead in the above-identified lands insofar as the same may affect the purpose for which this grant is made.
7. OWNER hereby agrees to provide any necessary compensation to a tenant farmer or contractual successor in interest, as to the consideration herein provided.

**OWNER:**

KCVN, LLC

By:   
William Osborn,  
Attorney-in-Fact for KCVN, LLC

**OPERATOR:**

McCoy Petroleum Corporation

By:   
Ryan J. Schweizer, Vice President

THIS instrument is executed on the dates set forth in the acknowledgements below.

ACKNOWLEDGEMENTS

STATE OF Texas § (INDIVIDUAL ACKNOWLEDGMENT)  
COUNTY OF Travis §  
§

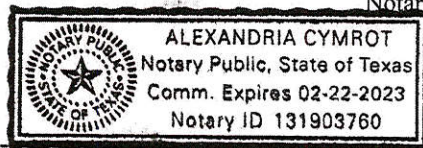
BEFORE ME, the undersigned, personally appeared William Osborn as Attorney-in-Fact for KCVN, LLC, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 15th day of March, 2019.

My Commission Expires:

2/22/2023

Alexandria Cymrot  
Notary Public



STATE OF KANSAS § (CORPORATE ACKNOWLEDGMENT)  
COUNTY OF SEDGWICK §  
§

The foregoing instrument was acknowledged before me this 15th day of March, 2019, by Ryan J. Schweizer, Vice President of McCoy Petroleum Corporation, a Kansas Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:



John Charles Neuschafer  
Notary Public