

THE STATE OF COLORADO

COUNTY OF ELBERT

**SURFACE USE AGREEMENT**

**This Easement, Right-of-Way and Surface Use Agreement (“Agreement”) is entered into and effective this September 12, 2018, by and between Shriners Hospitals for Children (“Surface Owner”), whose address is 2900 Rocky Point Drive, Tampa, FL 33607, and GMT Exploration Company LLC (“Operator”), with offices at 1560 Broadway, Suite 2000, Denver, Colorado 80202 sometimes referred to each as a “Party,” or collectively as the “Parties.”**

**WITNESSETH:**

**For and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:**

1. Ownership. Surface Owner is the owner of the surface estate more particularly described as follows:

Township 6 South, Range 64 West, 6th P.M.

Section 09: ALL, less and except the following tract in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ :

Beginning at the Southwest corner of said Section 9; thence North along the West line of said Section 9 a distance of 1140.16 feet to the True Point of Beginning; Thence continuing North along the West line of said Section 9 a distance of 208.71 feet; Thence East at right angles a distance of 208.71 feet; Thence South at right angles a distance of 208.71 feet; Thence West at right angles a distance of 208.71 feet to the Point of Beginning. Containing 639.00 acres, more or less

Section 10: E2NW

Containing 719.00 acres more or less in Elbert, County, CO (the “Lands”)

Operator, or its affiliates, owns a working interest, leasehold interest, or other interest under certain oil and gas leases covering all or portions of the Lands, or land pooled or included in a spacing unit therewith, or land adjacent thereto (the “Lease,” or “Leases”). Surface Owner hereby designates John W. Lokey, Vice President/Senior Asset Manager/Oil & Gas Minerals for Northern Trust, as Surface Owner’s agent to receive all notices, give all consents, and make all decisions regarding use of the surface estate by Operator until Operator receives notice from Surface Owner of revocation of such agent’s authority. The address of Surface Owner’s agent is 5540 Preston Road, Dallas, TX 75205, and Surface Owner’s agent’s telephone number is 214-520-4705 office or 512-656-6957 cell.

2. Development Plan. Prior to commencing any operations for the drilling of a well or for seismic operations on the Lands, Operator shall prepare for Surface Owner’s review and approval a development plan (the “Development Plan”) describing such proposed operations. The Development Plan shall fully describe the operations proposed to be conducted by Operator, and shall contain at least the following:

(a) If the proposed operations to be conducted are seismic operations:

- (i) a plat of the Lands showing the source and receiver lines proposed to be used, and identifying any houses, barns, lakes, tanks, water wells, subsurface water lines, electric lines and other improvements on the Lands.
- (ii) the name of the contractor that will conduct such operations, and the name and telephone number of personnel of such contractor who can be contacted at all times while such seismic operations are being conducted.
- (iii) a description of the method or methods and equipment to be used to conduct such seismic operations and the time of day such operations are to be conducted.
- (iv) the estimated commencement and completion dates of the seismic operations.
- (v) if Surface Owner consents to the use of shot holes, the depth of the holes, the size of the charges to be used, and the method to be used to plug the shot holes.
- (vii) evidence of liability insurance for the seismic operations.

**(b) If the proposed operations are for the drilling of one or more wells on the Lands:**

- (i) A copy of an approved Colorado Oil and Gas Conservation Commission Form 2 for each well to be drilled, which shall include the planned casing program designed to protect fresh water.
- (ii) A schematic of the proposed well location for each well to be drilled, showing the proposed location of the well and of each pit (if pits are allowed) or tank to be used in connection with the drilling and completion of the well.
- (iii) A plat of the Lands showing Operator's proposed road or roads to be constructed to the wellsite, and a description of the materials and methods to be used in construction of such roads, and of any proposed improvements to existing roads Operator proposes to use.
- (iv) A schematic of the wellsite showing how the wellsite will be used in the event of completion of the well, and what portions of the drillsite pad will continue to be used for production operations, the location of tanks, separators and other production facilities; and a plat showing the proposed routes of any gathering lines to be installed for the production and gathering of oil or gas to be produced from the well.
- (v) A description of all methods and construction proposed for the prevention of runoff or erosion from the pad site, pipelines and roads and for the prevention of contamination or pollution by runoff into any tank, lake, stream or other body of water on the Lands.
- (vi) A list of names, addresses and telephone numbers for all construction and/or service companies providing contractors and subcontractors to be used in the drilling and completion of the well, with names of personnel who can be contacted in the event of problems or emergencies.
- (vii) The name and telephone number of the employee of Operator who will be the Operator's representative for the drillsite during the drilling and completion of the well.

Operator shall provide the Development Plan to Surface Owner at least sixty (60) days prior to the proposed date for commencement of operations for the construction of the pad site for the well. Surface Owner shall have thirty (30) days from receipt of the Development Plan to review and approve or object to same. Operator agrees to meet with Surface Owner, if requested, to answer questions and address issues with the proposed Development Plan. If Surface Owner makes no objection to the proposed Development Plan within thirty (30) days after receipt thereof, Surface Owner shall be deemed to have approved the Plan. If

Surface Owner objects to any part of the Development Plan, Surface Owner shall do so in writing to Operator and shall propose reasonable alternatives to any portion of the Development Plan to which Surface Owner may object, and Operator and Surface Owner shall work together in good faith to agree upon and finalize the proposed Development Plan.

After approval of the Development Plan, Operator's activities on the Lands shall be conducted in accordance therewith. If Operator makes any changes to the Development Plan, Operator shall communicate such changes in writing to Surface Owner for Surface Owner's review and approval. If and as additional wells are proposed for drilling on the Lands, Operator shall update and revise the Development Plan as needed, and shall provide the additional information required above for each such new well.

3. Location of Facilities. Operator agrees to contact Surface Owner prior to the commencement of each separate well and prior to the commencement of each separate geophysical operation or other operation. Except in emergencies, such notice to Surface Owner must be at least 72 hours in advance of such operation. Prior to locating any pump stations, compressors, tank batteries, or separators on the Lands, Operator shall notify Surface Owner and shall consult with Surface Owner to locate such facilities so that they will interfere as little as reasonably possible with use of the surface estate. In any event, no wells or other surface equipment or facilities may be located closer than one thousand feet (1,000') to any residence or closer than five hundred feet (500') to any existing barns, pens or other ranching operational facilities located on the Lands without Surface Owner's written consent. It is understood that Surface Owner grants to Operator such surface rights as are reasonably necessary for Operator's operations hereunder; however, notwithstanding any other provision in this Agreement to the contrary, Operator shall not dig canals, drill or use injection wells, place pipelines, establish telephone or electrical lines, employee housing or other structures on the Lands for exploring, drilling for, producing, treating, storing or transporting minerals from any lands other than the Lands, or lands pooled therewith, without written permission from Surface Owner. Operator shall provide to Surface Owner a surveyed centerline description of the location of all roads and underground pipelines and flow lines constructed by Operator on the Lands, in suitable form for recording, so that all such lines can be located by the Surface Owner by reference to the description.

4. Compliance With Laws. Operator shall comply with all federal, state and local laws and regulations in connection with Operator's operations on, and production from, the Lands, including without limitation, those governing land use, conservation, pollution control, pesticide and herbicide application, endangered or threatened species preservation and irrigation. Moreover, Operator covenants to comply with all applicable Federal and State laws and regulations regarding safety, protection of the Lands, protection of property, protection of wildlife (including, without limitation, endangered species), and the protection of human life and health.

5. Litter. During the term of this Agreement, Operator shall keep the Lands free from trash and debris at all times. Under no circumstances shall Operator bury, burn or otherwise dispose of any trash, debris or foreign material of any nature on the Lands. Operator shall provide covered dumpsters at all drill sites while drilling operations are in progress.

6. No Disposal or Storage Allowed. Pit liners and other oil and gas waste shall not be buried or otherwise disposed of on the Lands. All such waste shall be removed from the Lands and properly disposed of in

compliance with all Environmental Laws. Operator may not use the surface of the Lands for storage of pipe, fuel, lubricants, treating compounds, or any Hazardous Materials, or for maintenance yards or facilities. All equipment and materials not being actively used in Operator's operations shall be stored offsite, and when equipment or materials are no longer being used for operations on the Lands, same shall be immediately removed from the Lands.

7. Fencing of Equipment During Drilling or Reworking Operations. Operator agrees to fence the area of operations surrounding each well location prior to commencement of operations for drilling or reworking. All pits dug on said land in connection with Drilling or Reworking Operations shall be fenced within one week after cessation of such operations, and the fence surrounding the general area of operations shall, at the option of Surface Owner, be removed.

8. Fencing, Firewalling and Maintenance of Production Equipment. Operator agrees to fence all Christmas trees, pumping units and other machinery placed on the Lands and to maintain such fences in good repair at all times during the continuation of this Agreement. Impermeable steel berms must be constructed and maintained around all tanks, separators and other receptacles so as to contain a volume of liquid equal to at least 1.25 times the total volume of such tanks, separators and other receptacles located within the boundaries of the steel berms. Operator shall keep all tanks and other equipment at each well location painted, and shall keep the wellsite and all roads leading thereto free of all noxious weeds and debris.

9. Fences and Gates. Operator agrees that Operator will not cut or go over any fence or fences on the Lands at any time or in connection with any operations on the Lands, without first obtaining Surface Owner's express consent thereto in writing. If Surface Owner consents to the cutting of a fence, the cuts must be made at the place designated by Surface Owner; and Operator agrees, prior to cutting any fence of Surface Owner, to brace the existing fence adequately on both sides of the proposed cut so that when the fence is cut there will be no slackening of the wires. If the fence cut is an outside fence of Surface Owner's property, Operator agrees, if requested by Surface Owner, to install and maintain a substantial iron cattle guard capable of turning cattle promptly after making such cut. A welded pipe gate shall be installed across said cattle guard, and when not in actual use, the gate shall be kept locked by Operator. If Surface Owner does not request a cattle guard, then Operator shall install a substantial metal gate, which shall be kept locked by Operator when not in actual use. Surface Owner may install Surface Owner's own lock in addition to Operator's lock on said gate. If the fence to be cut is an internal fence of Surface Owner's property, Operator agrees to install a substantial metal gate or cattle guard, whichever shall be designated by Surface Owner, in such opening. Upon termination of this Agreement, or the portion thereof on which any cattle guard and gate are located, such cattle guard and gate shall, at the option of Surface Owner, become Surface Owner's property or be removed by Operator and the fences restored to their original condition. So long as this Agreement shall remain in force, such gates and cattle guards shall not be removed and shall be maintained in good condition and repair, capable of turning cattle. Any gates in fences must be installed only at places and in a manner reasonably approved by the Surface Owner. Operator agrees to promptly close all gates and lock all outside gates which Operator and Operator's agents, servants, employees, guests, invitees or independent contractors may use in Operator's operations on the Lands, to prevent the escape of cattle or stock through any open gate.

10. Gate Guard. [NOT USED]

11. No Lease Houses. Operator shall have no right to construct any lease housing or lease camps for housing Operator's employees on the Lands (other than mobile units used during Drilling or Reworking Operations).

12. Notification of Operator's Employees and Contractors. Operator shall apprise every contractor, subcontractor and employee who enters upon the Lands, at a minimum, of the provisions of this Agreement pertaining to prohibitions against fishing and hunting, vehicle access, and surface use and protection, prior to such party's entry upon the Lands. Every such employee, contractor and subcontractor acting for Operator under the authority of this Agreement shall have in his possession written authorization from Operator to be present on the Lands, and Surface Owner and his agents and representatives shall have the right to require him to present such written authorization for inspection upon request.

13. Removal of Persons. In the event anyone connected with Operator's operations is found upon the premises in violation of the provisions of this Agreement, or if any of Operator's employees, agents representatives or contractors are, or become, objectionable to Surface Owner, for any reason, Surface Owner may give written notice thereof to Operator and, if Operator does not voluntarily remove or exclude any such party from the Lands within ten (10) days after receipt of such notice, Surface Owner shall have the right to eject such party from the Lands and prohibit such party from thereafter entering upon the Lands and they shall be considered as a trespasser and the Surface Owner may file such charges as may be appropriate under the laws of the State of Colorado against such party or parties. .

14. Annual Inspections of Surface. Twice annually while this Agreement is in force, an inspection of Operator's operations and facilities on the Lands shall be conducted by Operator and a designated representative of the Surface Owner, to determine whether Operator is in compliance with the provisions of this Agreement pertaining to the surface estate. Operator shall provide Surface Owner with a written copy of the results of such inspection. If there are any respects in which Operator is not in compliance with this Agreement, the parties shall agree upon what measures shall be taken to bring Operator into compliance and upon a schedule for performing all acts necessary to bring Operator into compliance. Operator shall thereafter perform such repairs and remedial measures as the parties have agreed upon, within the time agreed upon. If for any reason Operator fails to perform such agreed-upon repairs and remedial measures within the time agreed, then Surface Owner shall have the right (in addition to any other remedies) to perform such repairs and remedial measures, and Operator shall, upon demand by Surface Owner, promptly reimburse Surface Owner for such costs.

15. Insurance. Operator, at its own expense, shall maintain a general liability insurance policy (covering both bodily injury and property damage and covering its indemnity provisions of this Agreement) in an amount of at least \$1,000,000 combined single limit. Operator shall also, at its own expense, carry worker's compensation insurance as required by law. Said policies shall (i) name Surface Owner as an additional insured (except for the worker's compensation policy, which instead shall include a waiver of subrogation endorsement in favor of Operator), (ii) be issued by an insurance company which is reasonably acceptable to Surface Owner, and (iii) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall have been given to Operator. In addition, such insurance provided by Operator shall be primary coverage for Surface Owner when any policy issued to Surface Owner is similar or duplicate in coverage, and Surface Owner's policy shall be excess over Operator's policies. Said policy or policies or

certificates thereof shall be delivered to Surface Owner by Operator upon commencement of the lease and upon each renewal of said insurance.

16. **Inurement.** The covenants and conditions herein contained and all of the provisions of this Agreement will inure to the benefit of and will be binding upon the Parties hereto, their respective heirs, representatives, successors or assigns. Surface Owner agrees to contact any and all tenants of Lands or any other third parties utilizing the surface of the Lands that may be affected by Operator's activities on the Lands. It will be Surface Owner's sole responsibility to advise such third parties of the existence of this Agreement and Operator's right to utilize the surface of the Lands pursuant to this Agreement for the payment of any consideration, if any, due such third party from Owner.

17. **Remedies.** In the event of alleged default by Operator in obligations to be performed, or any other terms, conditions or covenants of this Agreement, Surface Owner will then notify Operator, by certified mail, return receipt requested of the alleged default. Operator will have 30 days from receipt the written notice in which to dispute or otherwise respond to the notification before Owner may pursue other remedies of the alleged default. If Operator cures the alleged default within 30 days of Owner's notice, or if the alleged default is of nature that cannot be cured within 30 days, then if Operator commences curing the alleged default within that 30 day period and diligently pursues such cure, then no default shall be deemed to have occurred. If Operator fails to cure, or commence curing, the alleged default within that 30 day period, then Surface Owner may, at its sole risk and liability, (i) perform such obligation on Operator's behalf, in which event Operator shall promptly pay to Surface Owner the cost incurred by Surface Owner in such operations, or (ii) sue Operator for specific performance of such obligations, or (iii) obtain recovery of damages for such breach. The parties agree that the measure of damages for any breach of the provisions of this Agreement shall be limited to the market value of the surface estate, but shall be not less than the cost of performing the obligations of Operator for which Operator is in default. In the event the Surface Owner must resort to legal proceedings to recover any damages payable to Surface Owner hereunder or to enforce any provision or covenant herein contained, Operator shall reimburse Surface Owner for all costs, including reasonable attorney's and expert witness' fees, incurred by Surface Owner in such proceedings. Any damages awarded to either party under this Agreement shall be limited to only the actual damages incurred by such party, and neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages in tort or in contract, or under any legal theory, and all such damages are hereby excluded and waived by the Parties in the exercise of the rights of any party hereunder.

18. **Construction and Maintenance of Roads.** Operator agrees to construct not more than one (1) road to each location on the Lands and to confine all travel incident to the drilling and production of such well to the single road. Operator shall consult with Surface Owner prior to locating any road so that they may be located so as to interfere as little as reasonably possible with Surface Owner's use of the surface estate. Operator shall have no right to use existing roads on the Lands except with Surface Owner's consent. Operator agrees to maintain all roads used by Operator in Operator's operations on the Lands in good condition and repair during the period of Operator's operations on the Lands. Operator shall construct and maintain roads to prevent erosion. When any roads constructed by Operator are no longer used by Operator, if Operator has constructed any character of topping, such as caliche, blacktop or otherwise, on such roads,

Surface Owner shall have the right to require Operator to remove such topping from the roads and to restore the surface of the land to substantially its former condition. If any employees, contractors, employees of oil or gas purchasers, or others authorized to use lease roads by virtue of this Agreement fail to confine their travel on the Lands to the designated lease roads, Surface Owner shall have the right, in addition to any other remedy provided under this Agreement or by law, to deny further access by such person to the Lands, to treat such person as a trespasser, and to receive compensation from Operator for any damages caused by such person to the Lands by reason of his use of portions of the surface of the Lands other than the designated lease roads.

**19. Care in Operations.**

(i) Operator shall be responsible for all acts occurring as part of its operations on the Lands whether they be reasonably foreseen or unforeseen. All operations conducted by Operator, its agents, contractors, or assigns relative to this Agreement shall comply with federal, state and local law, statute, regulation and/or order. Operator's failure to comply with any federal, state, local law or any regulation or order of any enforcement agency having jurisdiction over Operator's operation shall be a default of this lease.

(ii) Operator shall at all times use the highest degree of care and all necessary safeguards to prevent its operations from (a) causing or contributing to soil erosion, or to the injury of terraces, grades, or other soil-conserving structures on the Lands; (b) polluting or contaminating any environmental medium including the surface or subterranean soils and/or waters and ambient atmosphere in, on, under or about the Lands and surrounding properties; (c) decreasing the fertility of the soil; (d) damaging crops, native or cultivated grasses, fruit or nut trees, timber, or pastures; (e) harming or in any way injuring the animals, poultry, fish or livestock owned by the Surface Owner or by his tenants and kept or pastured on the Lands; including the erection and maintenance of fences, gates, and cattle guards where necessary for such purposes; or (f) damaging buildings, roads, structures, ensilage pits, improvements, farm implements, or fences. Operator shall dispose of salt water and waste oil in accordance with the rules and regulations of the Colorado Oil and Gas Conservation Commission or other governmental authority having jurisdiction. Operator shall clean up, remove, remedy, and repair any soil or ground water contamination and damage caused by its presence or release of any contaminant in, on, under or about the Lands, whether or not caused by the negligence of Operator, its agents, employees, licensees or independent contractors. Operator shall pay to the Surface Owner all damages caused by its operations.

(iii) Operator shall not dispose of any drill cuttings or residual waste on the Lands.

(iv) Operator shall not use, dispose of or release on the Lands or permit to exist or be used, disposed of or released on the Lands as a result of its operations, any substance (other than those Operator has been licensed or permitted to use on the Lands) which is defined as a "hazardous material", "toxic substance", or "solid waste" in applicable federal, state or local laws, statutes or ordinances.

(v) Operator shall conduct its operations on the Lands in a manner which mitigates nuisance, including, but not limited to, noise levels, and does not cause or contribute to a contamination, including, but not limited to, emissions into the air or discharges into soil or water.

(vi) Prior to any surface excavation, Operator shall set topsoil aside for the express purpose of recovering any areas to be regraded at conclusion of activities requiring excavation. All disturbed areas affected by drilling or subsequent operations, except areas reasonably needed for production operations or for subsequent drilling operations to be commenced within twelve (12) months shall be reclaimed within ninety (90) days to as nearly as practicable to their original condition following applicable state regulations.

Operator shall re-grade the land as close to its original contour as practicable and Operator shall purchase and plant reclaimed areas with a seed mix agreed upon by the Surface Owner and the Operator.

(vii) Operator shall notify Surface Owner prior to the removal of any standing timber in a sufficiently timely manner so as to allow Surface Owner to obtain an appraisal of such timber by a qualified forester. Surface Owner shall have the option to take payment from Operator for said timber prior to its removal or to take possession of said timber after its removal by Operator. If Surface Owner opts to take possession, Operator shall cut and set aside logs so as to be accessible, exercising due care in cutting and handling said timber so as to preserve its market value. Operator shall remove any uprooted stumps from the Lands at Surface Owner's request.

(viii) Operator shall plan surface operations in a manner that will reduce or minimize the intrusion to crop fields. In the event that such intrusion cannot be avoided, Operator shall compensate Surface Owner for the damage at current market value for the projected yield at full maturity.

(ix) Should any "pollutant", "hazardous material", "toxic substance", or "contaminated waste" be released on the Lands requiring the notification of the Colorado Oil and Gas Conservation Commission or other governmental entity, Operator shall notify Surface Owner immediately after notifying the governmental body using the same means of communication.

20. Pits. Operator shall have no right to dig any pits on said land except with Surface Owner's written consent.

21. Removal of Equipment and Casing. Operator shall have the right at any time while this Agreement is in force and effect and for six (6) months after its termination, but not thereafter, to draw casing and remove all property and fixtures placed thereon and, if Operator fails to remove such property and fixtures within said six (6) months it shall be conclusively considered that such property and fixtures have been abandoned by Operator, and the Surface Owner may take possession thereof and dispose of same as it deems appropriate without accounting to Operator; it is provided, however, that Operator shall not be relieved of its responsibility and obligations provided elsewhere in this Agreement to plug any well so abandoned and to clean up and restore all wellsites and other locations used by Operator in its operations on said lands.

22. Restoration of Surface after Drilling Operations or Reworking Operations. Within a reasonable time after cessation of any Drilling or Reworking Operation, not to exceed six (6) months, Operator shall level all disturbed areas not used remove all debris and all of Operator's equipment and material, restore the surface of the Land to as nearly as practicable to the same condition and quality as it was before the commencement of such operations except areas reasonably needed for production operations or for subsequent drilling operations. All remaining cleanup of the drillsite shall be completed within four (4) months after completion of operations. Operator shall remove any caliche or other topping used in the construction of the location and shall, if Surface Owner requests, spread and properly compact any such removed topping on any road or roads on the Lands or access roads thereto.

23. Seismic Operations. In the conduct of seismic operations under this Agreement, Operator agrees that no shot holes will be drilled or used. All seismic operations shall be conducted using the Vibroseis method. In the event any water wells or tanks shall be damaged or ruined as a result of such seismic operations, Operator shall be liable for the damages occasioned thereby, and shall be obligated to redrill any water wells so damaged to replace the water supply. Upon completion of seismic operations, Operator agrees to

promptly and properly rake and pile all debris, and restore the surface of the land to the same condition as it was before the commencement of such operations. Operator and Surface Owner's designated representative shall make a joint inspection of the premises before Operator commences any seismic operations thereon, to determine the location of the proposed lines and the condition of all fences, gates, roads, water wells, buildings and other improvements in the vicinity of the operations and to agree upon the most convenient means of access to the property for both parties. Operator shall notify Surface Owner's representative again when seismic operations are completed, and such representative and Operator shall again inspect the property.

24. Surface Damages. Operator agrees to pay Surface Owner reasonable compensation for all use of, or damage to, the surface estate (or any incident of the surface estate) owned by the Surface Owner, which use is made or which damages are incurred in the exercise of the rights granted to Operator by this Agreement. **OPERATOR'S OBLIGATION TO COMPENSATE SURFACE OWNER FOR SUCH USE OR DAMAGE SHALL EXIST WHETHER OR NOT SUCH USE OR DAMAGE IS DUE TO THE NEGLIGENCE OF OPERATOR, ITS AGENTS, EMPLOYEES, INVITEES OR INDEPENDENT CONTRACTORS.** If the surface estate is leased, Operator agrees to pay the surface tenant prior to Operator's entry on the property for all damages to crops, cattle, livestock, grass and other property of the tenant situated on the Lands resulting from Operator's operations thereon, and for costs of agricultural activity on the Lands, including costs of land preparation, where the surface tenant has expended funds and efforts preparing lands for crops but has not yet planted the crops. In any event, the minimum compensation payable to Surface Owner for Operator's use of the surface shall be:

- (i) for well locations, tank batteries or other surface locations used or operated by Operator, [REDACTED] per acre;
- (ii) for pipelines and flowlines on the Lands (with no above-ground facilities) shall be [REDACTED] per rod;
- (iii) as compensation for use and damage caused by roads constructed or used by Operator, the sum of [REDACTED] per rod; such payment shall be due within thirty (30) days before Operator's commencement of construction of any road;
- (iv) for reasonable and necessary damages to the surface estate resulting from seismic operations: for 2-D seismic operations, [REDACTED] per mile of seismic line, and for 3-D seismic operations, [REDACTED] per acre of lands included within the seismic survey. In addition, prior to entering the property, Operator shall pay for any damages to growing crops, and for any costs of recultivating farmland necessitated by Operator's seismic operations.

In addition, if the surface estate is enrolled in the Conservation Reserve Program ("CRP") or any similar program limiting the use of the surface, and if Operator's use of the surface disqualifies any part of the surface estate from participation in the program, Operator agrees to reimburse Surface Owner for any refunds or penalties Surface Owner may be required to make as a result of such disqualifications. Payment of such compensation shall not relieve Operator of its obligation to restore the surface estate as nearly as possible to its original condition, and Surface Owner shall be entitled to obtain specific performance of Operator's obligations to fully restore the surface estate and/or such other remedies as are provided in **Paragraph 17.** Payments shall be due prior to commencement of construction at any location.

The stated amounts of minimum use and damages payable for roads and other facilities and for seismic damages as provided above shall increase on each anniversary date of this Agreement by the same percentage as the percentage increase, if any, in the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the Department of Labor, from the most recent prior anniversary date of this Agreement to the then current anniversary date of this Agreement. If such Index ceases to be published, the parties shall agree upon a similar published index for use hereunder. Operator shall have no obligation to calculate or pay any amounts attributable to the increase provided for under this Paragraph until thirty (30) days after Surface Owner has notified Operator of the dollar amount of any such increase and the Consumer Price Index statistics used by Surface Owner or Surface Owner to calculate such increase. Upon Surface Owner's receipt of any payment from Operator hereunder to which a price increase is applicable, Surface Owner shall notify Operator of the additional amount due by reason of such increase and of the method used by Surface Owner to calculate such amount, and such additional amount shall be due and payable thirty (30) days thereafter.

25. Salt Water Disposal. No salt water disposal well may be drilled on the Lands without a separate written agreement with the Surface Owner. If at any time it becomes apparent that salt water is escaping (whether into subsurface formations or onto the surface of the ground) Operator shall promptly take all necessary steps to stop the escape thereof.

26. Water Protection. Operator shall prevent the contamination of any and all fresh water in, under or on the Lands, whether in surface tanks or any other type of storage, in creek beds or river beds, and any and all surface and subsurface fresh water bearing strata or formations. Operator shall not use water from Surface Owner's wells, stock tanks, streams, lakes, ponds, water pipelines, storage tanks or other water sources existing on the Lands without prior written consent of Surface Owner.

27. Water Wells. No water well may be drilled by Operator on the Lands except with Surface Owner's prior written consent. Any water well drilled by Operator on the Lands shall be drilled, cased and completed in compliance with all rules and regulations of state or local authorities applicable to the drilling and completion of water wells to be used for livestock or domestic purposes. If Surface Owner consents to the drilling of a water well to supply Operator's drilling or completion or hydraulic fracturing operations, Operator agrees to pay Surface Owner for such water at the rate of \$0.60 per barrel used, and Operator agrees to install and properly calibrate and operate a meter to measure the water used. At Surface Owner's election, any water well drilled by Operator upon the Lands shall become the property of Surface Owner upon termination of this Agreement as to that portion of the Lands upon which such water well is located, or sooner upon written request of Surface Owner, if in the judgment of Operator such water well is no longer needed in connection with Operator's development operations on the Lands. If Surface Owner so elects, the casing in any such water well or wells shall not be removed by Operator, and Surface Owner shall thenceforth assume all risk and obligations attendant to Surface Owner's ownership and use of such water well or wells. Surface Owner may use water from any water well drilled by Operator at any time, as long as Surface Owner's use does not interfere with Operator's use of such well. Operator may not use any fresh water from the Lands for any waterflood or secondary recovery operations. If Surface Owner does not elect to assume ownership of such well, then Operator agrees to plug and abandon same in accordance with applicable laws and regulations.

28. Use of Abandoned Wells as Water Wells. Operator agrees, immediately after the surface casing is set in each well drilled under this Agreement, to run a gamma-ray neutron logging survey from the surface of the ground to the total depth of the surface casing to be set in such well, to determine the presence of the water sands and other minerals in such interval. Operator shall pay the cost of such logging survey. In the event any well drilled on the Lands is abandoned as a dry hole or shall cease to produce in Paying Quantities, Operator agrees, before plugging such well, to tender such well to Surface Owner; and if Surface Owner shall elect to accept same for completion as a water well, Operator agrees to install a cement plug in the bottom of such well, at such depth as Surface Owner shall designate, and a removable swage at the top, and shall turn over such well to Surface Owner for completion as a water well; but Surface Owner shall first execute the necessary forms and applications to the Colorado Oil and Gas Conservation Commission or other regulatory agencies relieving Operator of any further liability. If Surface Owner shall not accept such well, Operator shall plug and abandon such well in accordance with the Rules and Regulations of the Colorado Oil and Gas Conservation Commission.

29. Abandonment of Pipelines. If Operator shall construct any pipeline on the Lands, Operator agrees, before the abandonment or removal of such pipeline, to offer same to Surface Owner; and Surface Owner shall have the right to purchase same by paying therefor the salvage value of such pipeline. If Surface Owner does not elect to purchase the pipeline, then Operator agrees (if Surface Owner requests) to abandon or remove the pipeline, and to restore the surface of the land to its former condition, within one hundred eighty (180) days after substances have ceased being transported through the pipeline, and in any event within ninety (90) days after this Agreement has expired as to the lands upon which the pipeline is located.

30. Location of Wells and Pipelines. No well shall be drilled or associated pipeline installed within one thousand two hundred feet of any residence or within five hundred feet (500') of any barn or other improvement now in existence or hereafter constructed on the Lands. Operator agrees to consult with the Surface Owner prior to laying any pipelines directly associated with a well so as to locate such lines to interfere as little as possible with the use of the surface estate; to bury and maintain all pipelines to a depth of not less than thirty-six inches (36") below the surface of the ground, so as not to interfere in any way with the clearing or cultivation of such land; and to "double-ditch" all pipelines, keeping the surface soil segregated and returning it to the top of the ditch after the line is laid. Upon payment of reasonable compensation for damages caused to the surface estate or improvements thereon, Operator shall have the right to construct pipelines on the Lands in connection with the production from the Lands. Operator's right to construct such pipelines shall not include the right to construct any pipeline compressors.

31. Plugging. Operator shall plug and abandon all wells in accordance with the rules and regulations of any governmental agency having jurisdiction, shall remove all casing and pipe from abandoned wells down to a depth of at least three (3) feet below ground level and three (3) feet below the bottom of any water bottom in which same may be located, and shall remove all other obstructions in such water bottom. Operator agrees to indemnify and hold Surface Owner harmless from any obligation or liability to plug imposed by any governmental regulation or agency order.

32. Erosion. The construction of roads, drilling locations, tank batteries, compressor stations, pipelines and allied installations by Operator shall be in such manner as to prevent erosion.

33. No Hunting or Fishing or Recreational Use. This agreement does not include any right or privilege of hunting with firearms or with dogs or otherwise on the Lands, nor of fishing on the Lands, nor of any recreational use of the Lands, all such hunting and fishing and recreational rights being expressly reserved to Surface Owner. Operator agrees that none of Operator's officers, agents, servants, employees, representatives or contractors will bring any dog, firearm, fishing tackle, alcoholic beverages or illegal drugs or other illegal substances upon the Lands and will not fire any weapon or firearm or consume alcoholic beverages or illegal drugs or other illegal substances thereon. Operator's agents, officers, employees, representatives and contractors shall not bring any recreational-type vehicle on the Lands, except vehicles used solely for Operator's operations, or bring motorcycles, dune buggies, or similar vehicles on the Lands. If any such person shall violate the provisions of this Paragraph, such person shall no longer have any right to go on, or to be on, the Lands, and if such person shall go on or be on the Lands, he shall be a trespasser and subject to prosecution under the trespass laws of the State of Texas. At all times while on the Lands, Operator's officers, agents, employees, representatives and contractors must carry such identification as Surface Owner shall reasonably require, and may be required to place such identifying marks on any vehicles brought by them upon the Lands as Surface Owner may require. Any person on the Lands without such identification may be required to leave the Lands immediately.

34. Prevention of Fires. Operator agrees that it will avoid causing any fires on the Lands. Operator shall equip all vehicles and wellsites with fire suppression equipment sufficient to prevent and extinguish wildfires. Operator shall consider and treat the Lands to be a NO SMOKING AREA.

35. Removal of Artifacts and Natural Features. Operator, and its agents, employees or contractors shall not remove any antlers, arrowheads, artifacts, rocks, plants, firewood, cacti, animals, birds, minerals or other natural features from the Lands.

36. Vegetation and Plants. Operator shall minimize the clearing of brush or the removal of trees or other any other vegetation or plant life in its operations on the Lands. Operator shall not remove or cut any mature trees in its operations on the Lands without Surface Owner's prior written consent.

37. Wildlife and Livestock. Absolutely no wildlife or animals (including, but not limited to, snakes) shall be intentionally killed, injured, harassed, chased or disturbed in any way during the operations or production from the Lands. Surface Owner shall assist in removing potentially dangerous animals from an immediate operation area, if requested.

38. Assignments. The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Agreement are a covenant running with the land and shall extend to and be binding upon the successors and assigns of Surface Owner and of Operator.

39. Easement and Right-of-Way.

A. Surface Owner and Operator have entered into an oil and gas lease that gives Operator certain rights and privileges to enter and occupy the lands subject to that lease. Operator's lease rights are circumscribed by this Agreement.

B. Surface Owner hereby grants, assigns, and conveys to Operator, its successors and assigns and each of their agents, employees, contractors and subcontractors, a perpetual, easement and right-of-way on, over, across, and through the Lands for the purpose of drilling, completing, operating, securing, producing, evaluating, deepening, reworking, equipping, maintaining, plugging and abandoning of wells, constructing, using and maintaining access roads and locating, constructing, entrenching, operating, maintaining, repairing, altering, replacing and removing facilities and all necessary appurtenant facilities, for the purposes specified in this Agreement including ingress and egress from the facilities across the Lands. The location of all facilities shall be subject to the approval of Owner, which shall not be unreasonably withheld.

40. Subsurface Easement. Surface Owner further grants Operator a subsurface easement through the Lands for the purpose of drilling, completing, operating, re-stimulating, re-working and maintaining oil and gas wells that may produce and drain oil, natural gas, produced liquids and associated hydrocarbons from Lands and lands pooled therewith.

41. Entire Agreement. Except for that certain Lease between Surface Owner and Operator, this Agreement contains the entire agreement between the Parties and may not be modified orally or in any other manner other than written agreement signed by all Parties or their successors or assigns.

42. Reasonable Accommodation. Surface Owner acknowledges uses and operations upon the Lands by Operator under this Agreement are in full satisfaction of the requirement that Operator conduct its oil and gas operations in a manner that accommodates Surface Owner. Owner further acknowledges Operator's uses and operations upon the Lands as provided herein constitute "Reasonable Accommodation" by Operator, its agents, consultants, successors and assigns as provided under Colorado Revised Statutes 34-60-127.

43. Termination. This Agreement will terminate concurrently with the Leases as they relate to Operator's or its affiliates' right to explore, drill, and produce oil, natural gas, and associated hydrocarbons from the Lands or lands pooled or unitized therewith or as otherwise provided herein. No act or failure to act on the part of the Operator shall be deemed to constitute an abandonment or surrender of this Agreement or of any part of it, except upon recordation by Operator of an instrument specifically terminating this Agreement. To the extent a moratorium or a restrictive governmental law, rule or regulation prevents a party from performing the operations herein described, this Agreement shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place. Notwithstanding the termination of this Agreement, Operator may access the Lands to plug and abandon the wells and to reclaim the Lands as provided in this Agreement and the Leases and for such other purposes as necessary to comply with any law, rule, or regulation governing Operator's operations.

44. Counterparts. This Agreement may be executed by facsimile or electronic mail, in counterparts, each of which will be considered an original enforceable against either party.

45. Governing Law and Venue. This Agreement will be governed by, construed and enforced in accordance with the laws of Colorado. Venue shall be deemed to be in the county where the Lands are located.

46. Authority of Signatories. The signatories below declare, warrant and represent that they have the authority to enter into this Agreement on behalf of their respective principals, if any.

47. Successors. This Agreement constitutes an easement, right-of-way, and covenant running with the Lands and will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective agents, consultants, affiliates, administrators, trustees, heirs, executors, successors or assigns.

48. Attorneys' Fees. If any action or proceeding is instituted by either party for enforcement or interpretation of any term or provision of this Agreement, the prevailing party pursuant to a final judgment of a court of competent jurisdiction shall recover from the other party, and the other party shall pay, the prevailing party's reasonable attorneys' fees and costs as determined by the court.

49. Other Regulatory Matters.

A. Surface Owner shall not object or protest any Application for Permit to Drill (Form 2) and Oil and Gas Location Assessment (Form 2A) filed by Operator with the Colorado Oil and Gas Conservation Commission.

B. Surface Owner understands and acknowledges that the Colorado Oil and Gas Conservation Commission has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units, occupied buildings, and surface property lines, among other things.

C. Surface Owner understands that Operator may provide a copy of this Agreement to the Colorado Oil and Gas Conservation Commission in order to obtain a waiver, exception location, or variance from the Colorado Oil and Gas Conservation Commission rules or from a local jurisdiction.

50. INDEMNITY/RELEASE. Operator agrees to indemnify and hold Surface Owner harmless from any and all claims, damages, liabilities, and causes of action ("Claims") arising out of and caused by Operator's breach of the Lease, this Surface Use Agreement or Operator's operations on the Lands including, but not limited to, those Claims that may be asserted by Surface Owner, third parties and any of Operator's agents, employees, subcontractors, contractors or persons entering upon the Lands at the request of Operator; with the exception of any claims, damages, and causes of action to the extent caused by Surface Owner's gross negligence or willful and wanton misconduct. Surface Owner agrees to indemnify and hold harmless Operator from and against all Claims to the extent caused by (i) Surface Owner's gross negligence or willful and wanton misconduct or (ii) Surface Owner's contractors, lessees, licensees, or invitees, and each of their respective agents, representatives, consultants, employees, successors, or assigns.

**[INITIALLY LEFT BLANK - SIGNATURES TO FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first written above.

Operator:

**GMT Exploration Company LLC**

By: \_\_\_\_\_

  
Philip G. Wood  
Vice President of Land

Date: \_\_\_\_\_

1/29/2019

Surface Owner: **Shriners Hospitals for Children**

By: John P. McCabe - Executive Vice President

By: Sharon L. Russell - Vice President

Date: \_\_\_\_\_

1/23/2019

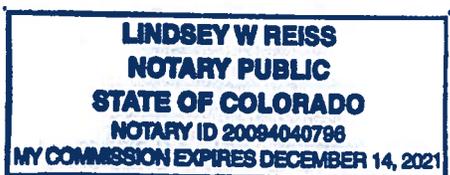
**Federal Tax I.D. #36-2193608**

**[ACKNOWLEDGMENT TO FOLLOW]**

STATE OF Colorado

COUNTY OF Denver

On this 29<sup>th</sup> day of January, AD, ~~2018~~ 2019, before me, the undersigned authority, personally appeared Philip G. Wood, personally known to me or proved to me by satisfactory evidence to be the person whose name is subscribed to the foregoing instrument as the Vice President of Land of GMT Exploration Company LLC and acknowledged to me that he executed the same with proper authority, and as the act of such company for the purposes therein set forth.



Lindsey W Reiss  
Notary Public in and for  
The State of Colorado

My Commission Expires: 12/14/2021

STATE OF Florida

COUNTY OF Hillsborough

On this 23<sup>rd</sup> day of January, A.D., 2018, before me personally appeared to me personally known, who, being by me duly sworn, did say that they are John P. McCabe, Executive Vice President and Sharon L. Russell, Vice President, Finance of Shriners Hospitals for Children and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by Authority of its Board of Directors, and said Executive Vice President and Vice President, Finance acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 23<sup>rd</sup> day of January, A.D. 2018.

(SEAL)



Katherine M Waechter  
Notary Public in and for  
The State of Florida

My Commission Expires: