

SURFACE USE AGREEMENT

This Surface Use Agreement ("Agreement") is made and entered into this 17th day of September, 2019, by and between Meridian Energy Inc. 1475 Ward Circle, Franktown, CO 80116, lessee and Seeds Ranch Inc., lessor and surface "Owner", hereinafter called "Owner".

RECITALS

WHEREAS, "Owner" owns fee title to the surface estate of certain lands (the "Property") located in Washington County, Colorado, more particularly described as follows:

TOWNSHIP 2 NORTH, RANGE 49 WEST, 6TH P.M.

Section 22: SW/4

WHEREAS, Lessee is in the business of exploring for and producing oil and gas and has acquired leasehold rights to explore for minerals under the above recited lands, pursuant to one or more oil and gas leases of record.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- A. PAYMENTS Pads and Production Facilities. Lessee will pay "Owner" a one-time payment of redact for any drilling Pad location or Production Facilities location as depicted on Exhibit A-1 Location Drawing.

The parties agree that this payment to be made by Lessee to "Owner" pursuant to this Agreement shall fully compensate "Owner" for loss of use of the Property, damage to growing crops or other agricultural or grazing uses, and any and all other damages which may be sustained by "Owner" in connection with Lessee's Operations, except as otherwise specifically provided in this Agreement.

In the event that Lessee does not encounter commercial quantities of oil, gas, or other hydrocarbons at the well location or determines at any time that the location or well is a "dry hole," Lessee shall fill in, smooth over, and clean up the Pad and access thereto and shall restore the area as practicable as possible and as soon as practical.

In the event that the well drilled upon the Property is completed as a commercial producer of oil and/or gas, Lessee shall use only so much of the area as is reasonably necessary for its operations.

The parties agree that Lessee shall have the right to use the Pad and Production Facilities for conducting those activities permitted by the Lease and any subsequent Operations, including the installation, operation and maintenance of oil and gas flow lines, and related surface equipment, such as tank batteries, separators, and meters, and other equipment and lines necessary for the production of oil/gas.

B. ADDITIONAL SURFACE USE PROVISIONS

1. Access Roads.

- i. Lessee will reasonably maintain roads it builds or uses for its Operations as depicted on Exhibit A-1 attached hereto.
- ii. Access roads will not exceed twenty feet (20') in width;

2. Drill Cuttings and Fluid. "Owner" agrees that drill cuttings and bentonite based drilling mud may be disposed of onsite, either by burial in the drilling pit at the time of cleaning up the pad location, or disposed onsite either by land application on lease roads or fields.

- i. Applicability. Acceptable methods of land application include but are not limited to, production facility construction and maintenance and lease road maintenance.
- ii. Land application requirements. The average thickness of water-based bentonite drilling fluid waste applied shall be no more than three inches prior to incorporation. The waste shall be applied to prevent ponding or erosions and shall be incorporated as a beneficial amendment into the native soils within ten days of application
- iii. Surface owner approval. Operators shall obtain written authorization from the surface owner prior to land application of water based bentonite drilling fluids.
- iv. Operator Obligations. Operators shall maintain a record of the source, the volume and the location where the land application of the water based bentonite drilling fluid occurred. Upon the Directors written request this information shall be provided within five business days in a format readily reviewable by the Director. Operator's with control and authority over the wells from which the water based bentonite drilling fluid wastes are obtained retain responsibility for the land application operation, and shall diligently cooperate with the Director in responding to complaints regarding land application.
- v. Approval. Prior Director approval is no required for reuse of water based bentonite drilling fluids for land application as a soil amendment.

3. Reclamation. Upon termination of this Agreement, Lessor shall plug and abandon any wells it has drilled on the Property as per Colorado Oil and Gas Commission rules and regulations, remove all production equipment, restore lands to their original contour as nearly as practicable, and grade all well sites, production facility sites and roads constructed by Lessee under this Agreement, except for any roads or other improvements "Owner" elects to retain, which shall be left in place and shall thereafter belong to and be the sole responsibility of "Owner". Pipelines and other buried lines shall be abandoned in place per applicable law.

C. TERMINATION This Agreement shall continue in force and effect for so long as the Oil and Gas Leases or any ratification, renewal, amendment or replacement of the Oil and Gas Leases, remains in force and effect. However, it is agreed and understood that Lessee may access the Property after the termination of this Agreement should such access be necessary to comply with any order or regulation of a regulatory authority having jurisdiction over Lessee's

Operations on the Property or to complete Lessee's reclamation obligations under this Agreement.

- D. SUCCESSORS AND ASSIGNS This Agreement and the obligations contained herein shall inure to the benefit of the parties and their successors and assigns. Any such assignment shall provide that the assignee shall be bound by the terms and conditions of this Agreement.

"OWNER" :

BY:

NAME:

TITLE:

Alice Seedorf, President
Seeds Ranch Inc.

LESSOR:

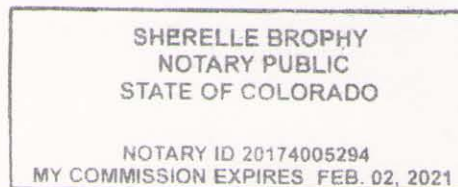
BY:

NAME:

TITLE:

Neal Lafon
NEAL LAFON
PRESIDENT

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date set out above.



STATE OF COLORADO }
COUNTY OF Yuma } SS.

On this 20th day of September, 2019, before me personally appeared Alice Seedorf, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that she executed the same as President on behalf of Seeds Ranch Inc.

Sherelle Brophy
Notary Public

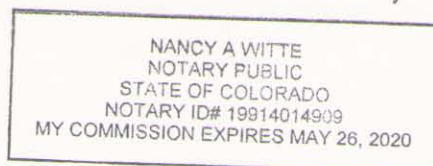
My commission expires: Feb 2, 2021

STATE OF COLORADO }
COUNTY OF Elbert } SS.

On this 2nd day of October, 2019, before me personally appeared Neal LaFon, to me personally known, who being by me duly sworn did say that he is the President of Meridian Energy Inc 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 Neal LaFon acknowledged said instrument to be free act and deed of said corporation.

Nancy Witte
Notary Public

My commission expires: 05/26/2020



Meridian Energy Inc.

1475 Ward Circle
Franktown, CO 80116

303-688-4022 office

October 21, 2019

Mr. Sam Bradley
Impetro Resources LLC
2820 Logan Drive
Loveland, CO 80538

Re: Washington County well permits

Dear Mr. Bradley:

Meridian Energy Inc (hereinafter referred to as "MEI") has negotiated Surface Use Agreements (SUA) governing drilling operations for two leases owned by MEI in Washington County, CO, Impetro Resources LLC (hereinafter referred to as "Impetro") has indicated they will apply for drilling permits for these wells. Be advised the SUA will be legally binding to any drilling permits filed by Impetro. As stated in the SUA, all obligations contained in the SUA shall inure to the benefit of the parties and their successors and assigns.

Referenced wells:

Alice Seedorf #1
TOWNSHIP 2 NORTH, RANGE 49 WEST,
Section 22: SW/4

Hope Rosendale #1
TOWNSHIP 3 SOUTH, RANGE 51 WEST,
Section 23: NW/4 & W/2 NE/4

Sincerely,



Neal Lafon
President