

SURFACE USE AND DAMAGE AGREEMENT

For and in consideration of the sum of Ten Dollars (\$ 10.00) and other good and valuable consideration, this 7 day of January 2019, paid to the undersigned (hereinafter referred to as "Owners", whether one or more) by Helena Resources, Inc. ("Operator"), in receipt of which is hereby acknowledged, Owners hereby release and forever discharge Operator, its successors and assigns, agents, contractors, servants, and employees, from all actions, causes of action, claims and demands against Operator, which the Owners have, or may have in the future, resulting from damages in connection with an oil and gas wellbore, or wellbores, or any replacement well or wells ("Well"), expressly defined as the ADOBE 14-14 ("The Well"), located in the SE4 SW4, on the legal description below included herein, caused by the building of a location, drilling, completion, equipping, operating and plugging and abandonment of The Well and the construction, use and maintenance of all roads associated with The Well. The Well is to be located on the following described lands in Cheyenne County, State of Colorado, to wit:

Township 13 South, Range 51 West, 6th Principle Meridian

Section : 14 SE/4 SW/4

Containing 40 Gross Acres more or less, all or a portion of which is owned and claimed to be owned by the Surface Owner

Owners hereby grant Operator, its successors and assigns, agents, contractors, employees and servants full right of ingress and egress for the purposes of carrying out its rights and operations contemplated under this agreement.

Owners warrant that Owners are the surface Owners of the Property. However, Owners hereby waive their right to the above stated damage compensation and direct Helena Resources Inc. to pay said consideration to _____.

Owners further warrant that Owners are lawfully entitled to receive the consideration paid hereunder and that there exist no liens, judgments or other encumbrances pursuant to which third parties claim, may claim or are entitled to said funds. Owners agree to release, defend and hold Operator harmless for any breach of this warranty.

Surface Owner and Operator agree that Operator may record an original of this Agreement or a Memorandum thereof in the real property records of Cheyenne County, Colorado.

This Surface Damage Agreement can be executed in multiple counter parts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same document. Execution of this Surface Use and Damage Agreement may be effected by facsimile, and facsimile executions shall be effective as originals. This Surface Use and Damage Agreement may be amended only by the express written agreement of the parties.

This Agreement contains the entire understanding between the parties hereto with respect to the transactions contemplated herein and such understanding shall not be modified except in writing signed by or on behalf of the parties hereto.

ADDITIONAL PROVISIONS:

1. Operator agrees to consult with Owners on the location of tank batteries, access road, flowlines and pipelines. All pipelines or flowlines will be buried at least thirty (30") below ground.
2. A well pad site for The Well will be of reasonable size but in no event, will exceed four (4) acres in total surface area.
3. In the event The Well is/are completed as a producer(s), Operator agrees to install and maintain cattleguard(s) at the intersection of any access road(s) and fence(s) to the well location(s). Said cattleguard(s) will become the property of Owners upon plugging and abandonment of any Well(s).
4. During drilling and completion operations, Owners agree to allow Operator to access a Well site without constructing a permanent access road. Owners will mark the access road route and Operator agrees to stay within the marked boundaries.
5. In the event a Well is completed as a producer Operator agrees to construct a permanent access road. Said access road will be no greater than Twenty Feet (20') in total width, excluding trenches on either side. Further defined, said access road will be no greater than Forty Feet (40') in total width including trenches on either side.
6. Operator agrees to maintain location appearance and road in a reasonable manner, including but not limited to spraying for noxious weeds and Hauling off all trash and debris.
7. Operator will fence or caused to be fenced the location and/or tank battery with a well constructed legal fence so as to prevent livestock from gaining access to the wellsite. Owners will be allowed to bid on the fencing job.
8. If production equipment is installed, Operator agrees to paint said equipment in a color chosen by owner.
9. During any Well site construction, the top soil will be separated from the sub soil. Upon closure of the reserve pit(s) Operator agrees to reseed the pit area per NRCS recommendations.
10. This Agreement shall not discharge Operator from injury or death of livestock caused by the direct result of drilling or production operations.
11. The monetary consideration of this Agreement is for reasonable and customary damages resulting from Operator's operations contemplated herein and does not discharge Operator from damages caused by its negligence.

12. It is the intention of the parties hereto that Operator will cause as little interference as possible with farming and ranching operations on the Property.
13. Upon the plugging and abandonment of the Well, Operator agrees that the location and road will be restored to as nearly as practicable to its original condition and the surface will be reseeded per NRCS recommendations.
14. This agreement shall be binding upon the party's successors, assigns, agents and heirs.

**THIS PART INTENTIONALLY LEFT BLANK
COUNTERPART EXECUTION TO FOLLOW**

IN WITNESS WHEREOF, the undersigned parties have accepted all of the terms and provisions of the Surface Damage Agreement as of the date shown above;

COUNTERPART EXECUTION

Surface Damage Agreement

by and between

Frying Pan Ranch, LLC and Helena Resources, Inc.

W. Bledsoe

William Bledsoe, IV

ACKNOWLEDGMENT

STATE OF Colorado

ss.

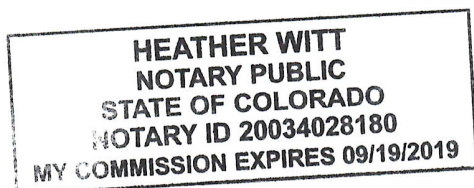
COUNTY OF Kit Carson

The foregoing instrument was subscribed and sworn before me this 7th day of January, 2019, by, William Bledsoe IV, Surface Owner.
Witness my hand and official seal:

9-19-19

My Commission Expires

Heather Witt
Notary Public

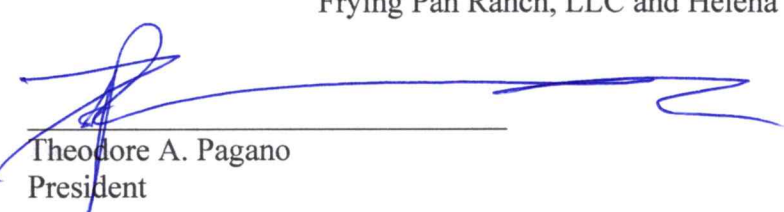


COUNTERPART EXECUTION

Surface Damage Agreement

by and between

Frying Pan Ranch, LLC and Helena Resources, Inc.



Theodore A. Pagano
President

ACKNOWLEDGMENT

STATE OF Colorado)

ss.

COUNTY OF JEFFERSON)

The foregoing instrument was subscribed and sworn before me this 8th day of
JUNE, 2020, by, Theodore A. Pagano, President, Helena Resources, Inc.

Witness my hand and official seal:

06/06/2023

My Commission Expires



Notary Public

