

SURFACE USE AGREEMENT

THIS AGREEMENT is made and entered into to be effective August 20, 2021 ("**Effective Date**") by and between Peter W. Hoogendyk and Kathleen J. Hoogendyk, Co-Trustees of **The Hoogendyk Living Trust, dated September 26, 2012**, ("**Grantor**" or "**Owner**"), whose address is 5090 Private Road 192, Elizabeth, CO 80107, and **GMT Exploration Company, LLC**, ("**Grantee**" or "**Operator**"), whose address is 1560 Broadway, Suite 2000, Denver, CO 80202. Grantor and Grantee are sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**".

WHEREAS, Owner owns the surface estate of the following lands located in Elbert County, Colorado, hereinafter collectively referred to as the "**Lands**", to wit:

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

Section 4: That certain tract or parcel of land in said Section, more particularly described in that certain Warranty Deed dated 9/28/2012 and recorded 10/1/2012 at Reception No. 530251 and at Book 739, Page 445 in the records of the Clerk and Records Office of Elbert County, Colorado also known as Tract 4, Tough Creek Ranch Amendment, Parcel No. 4064120344

WHEREAS, Grantee is the Operator of the LYCAS #4-13 well (API#05-039-06396) (the "**Well**") which is located on the Lands, and Operator desires to enter onto the Lands for the purposes of conducting operations to plug and abandon the Well and to reclaim the Well's surface location (the "**Plugging Operations**" or "**Operations**").

WHEREAS, Owner and Operator desire to enter into an agreement that will govern Operator's use of the Lands for the purpose of Operator's Plugging Operations in a fashion that will protect the value and productivity of the Lands for Owner without unreasonably interfering with Operator's proposed operations.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Right-of Way Grant.** Owner grants Operator, its employees and designated agents, a non-exclusive right-of-way, and a non-exclusive right of ingress and egress, to enter upon and use the Lands for the purpose of conducting its Plugging Operations, subject to the terms of this Agreement. The rights granted under this paragraph by Owner to Operator are non-exclusive, and Owner reserves the right to use all access roads and reserves all surface uses of the Lands not inconsistent with and subject to Operator's rights to conduct its Operations and which uses will not unreasonably interfere with Operator's Operations.
2. **Term.** This Agreement shall terminate November 20, 2021, or when any of the following events occur: a) when Operator ceases its Operations on the Lands; or, b) if owner elects to terminate this Agreement for failure of Operator to cure any material

breach of this Agreement within thirty (30) days of written notice of the breach, whichever is earlier. Surviving any termination, it shall be Grantee's obligation to complete the reclamation work and seeding of the Well's surface location to Owner's reasonable satisfaction, and to restore and reclaim all land affected by Operator's activities (i) to the extent required by applicable law or regulation, or (ii) to its equivalent prior condition, whichever of (i) or (ii) is greater. Upon termination of this agreement, Operator will execute and deliver to Owner a good and sufficient recordable release and surrender of all of Operator's rights under this agreement and will promptly remove all equipment and property used or placed on the surface by Operator on Owner's Lands

3. **Payments.** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
4. **Roads and Gates.** Existing roads shall be used by Operator whenever possible. New roads will be constructed only after approval from Owner, which approval will not be unreasonably withheld. If a new road is constructed on Owner's surface, the entry to that road will be locked if requested by Owner and access controlled for use only by Operator and Owner. Operator agrees to use the roads and limit access to the roads only for field use needed for its Operations. Operator shall keep all roads used by Operator in good order and repair and immediately repair any road damaged by Operator's operations. If requested by Owner, Operator shall share in the maintenance of the Main Road Right-of-Way with other users. Operator agrees to keep all gates closed and locked as directed by Owner.
5. **Maintenance.** Operator shall at all times keep the roads safe and in good order, free of weeds, litter and debris. Operator agrees to perform noxious weed control in a timely manner to ensure that weed infestation does not occur on the lands impacted by Operator's operations. Operator shall not permit the release or discharge of any toxic or hazardous chemicals or wastes on the property. In the event that operations occur in wet, muddy conditions and disturb surface conditions, Operator shall restore surface conditions to undisturbed state as soon as reasonably practical.
6. **Reclamation.** Unless Owner otherwise agrees in writing, upon termination of any of Operator's operations on the Lands, Operator shall fully restore and level the surface of the land affected by such terminated operations as near as possible to the contours which existed prior to such operations. Operator shall fully restore all private roads and drainage and irrigation ditches disturbed by Operator's operations as near as possible to the condition which existed prior to such operations.

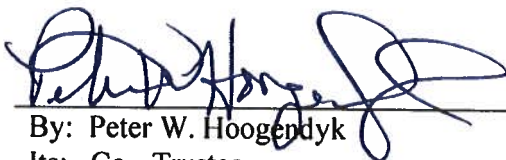
7. **Reseeding.** All reseeding required for reclamation shall be done with *Arkansas Valley Dry Land Pasture Mix with added Buffalo Grass*, or with other grasses selected by Owner, provided that the selection is consistent with any applicable regulations, and during a planting period selected by Owner, provided that Operator concurs the period is conducive to ensuring successful reseeding. No reseeding (except for borrow pits) will be required on any access roads existing as of the date of this Agreement. It shall be the duty of Operator to insure that a growing ground cover is established upon the disturbed soils and Operator shall reseed as necessary to accomplish that duty. It shall further be the duty of Operator to inspect and control all noxious weeds as may become established within areas used or disturbed by Operator. Operator shall inspect disturbed areas from time to time and as Owner shall reasonably request in order to determine the growth of ground cover and/or noxious weeds. Operator shall reseed ground cover and control noxious weeds from time to time to the extent necessary to accomplish its obligations hereunder.
8. **No Firearms and Other Restrictions on Operator.** None of Operator's employees, agents, contractors, or any other person under the direction or control of Operator shall be permitted to carry firearms or any weapon while crossing Owner's property and such persons shall not hunt or fish on Owner's property and shall not trespass on Owner's property for the purposes of hunting or fishing or recreational uses. No dogs will be permitted on Owner's property at any time. Operator will notify all of its contractors, agents and employees that no dogs, firearms, weapons, hunting, fishing or recreational activities will be allowed on Owner's property. None of Operator's employees or authorized agents or any other person under the direction or control of Operator shall possess or be under the influence of alcohol or illegal drugs while on Owner's land. Any employee, agent, or contractor who violates any of the provisions of this paragraph may, in Owner's sole discretion, be forever denied access to the Lands.
9. **Indemnification.** To the maximum extent permitted by law, Operator will indemnify, defend and hold Owner, and if applicable, Owner's officers, directors, employees, agents, successors and assigns harmless from any and all claims, liabilities, demands, suits, losses, damages and costs (including, without limitation, any attorney fees) which may arise out of or be related to Operator's activities on or off Owner's property (including, without limitation, any claims that Operator's operations hereunder are either illegal, unauthorized, or constitute an improper interference with any parties' rights, or have damaged the lands or operations of adjacent landowners.) To the maximum extent permitted by law, Operator releases and waives and discharges Owner, from any and all liabilities for personal injury, death, property damage or otherwise arising out of Operator's operations under this Agreement or use of Owner's property, unless such injury, death, or property damage is the result of Owner's negligence
10. **Compliance with Law.** Operator shall conduct operations and activities in accordance with existing local, state, and federal laws, rules, and regulations.

11. **Default.** If either party defaults under this agreement, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, in enforcing this agreement, provided, however, that the non-defaulting party shall first give the defaulting party written notice of such default and an opportunity for ninety (90) days thereafter to commence to cure such default. In addition to any other remedies at law, failure to cure the default within this time period may result in termination of this Agreement.
12. **Construction of Agreement.** This Agreement shall be construed under the laws of the State of Colorado. If any one or more of the provisions contained in the Agreement, for any reason, be held to be invalid, illegal or unenforceable in any material respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. A facsimile copy, .PDF or digital version of any counterpart signature shall be valid for all purposes and shall have the same effect as an original. Time is of the essence in this Agreement
13. **Binding Effect.** This Agreement shall be binding upon each Party's successors or assigns.

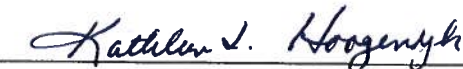
DATED as set forth below, but to be effective as set forth above.

GRANTOR/OWNER

The Hoogendyk Living Trust, dated
September 26, 2012



By: Peter W. Hoogendyk
Its: Co - Trustee
Date:



By: Kathleen J. Hoogendyk
Its: Co-Trustee
Date:

GRANTEE/OPERATOR

GMT Exploration Company LLC



By: Philip G. Wood
Its: Vice President, Land
Date: