

## **CONTRACT OPERATING AGREEMENT**

This Contract Operating Agreement (this “**Agreement**”) is entered into between Perdure Petroleum LLC, a Delaware limited liability company, with offices at 700 Central Expressway S, Suite 470, Allen Texas (“**Operator**”), and Tabula Rasa Partners, LLC, a Delaware limited liability company, with offices at 1455 West Loop South, Suite 230, Houston, Texas 77027 (“**Owner**”), to be effective as of the 1st day of September, 2020 (the “**Effective Date**”). Operator and Owner may be referred to individually as a “**Party**” or collectively as the “**Parties**.”

### **RECITALS:**

A. Owner owns certain producing and non-producing oil, gas and mineral leases described on Exhibit A attached hereto (the “**Properties**”) and desires to engage Operator to manage and operate the Properties.

B. Operator desires to be engaged by Owner, and Owner desires to engage Operator, solely as an independent contractor to manage and operate the Properties.

C. Owner and Operator are parties to that certain Joint Development Agreement dated as of September 1, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Development Agreement”).

D. The Parties have agreed upon the terms and conditions upon which Operator will manage and operate the Properties.

NOW, THEREFORE, for and in consideration of the recitals stated herein above all of which are fully incorporated as part of the mutual covenants and the below agreements contained herein, the Parties agree as follows:

### **AGREEMENTS:**

1. Appointment as Contract Operator.

a. Owner hereby contracts with Operator and Operator hereby accepts contractual responsibility to operate the Properties on the terms and conditions set forth in this Agreement.

b. To the extent the Properties are subject to the same, the Properties shall be operated in accordance with the terms of that certain Joint Operating Agreement covering numerous sections in Huerfano County, Colorado executed to be effective as of December 1, 2008 (the “**Existing JOA**”). In the event a conflict or ambiguity should develop between the terms and conditions of such Existing JOA and this Agreement, then the terms and conditions of the Existing JOA shall prevail and control to the extent of such conflict.

2. Services.

2.1 Services. Subject to the terms of this Agreement, Operator shall provide the administrative and management services in connection with the Properties and the operations conducted thereon commensurate in all material respects with the services being provided by the current operator. All costs and expenses relating to the operation of the Properties, including (without limitation) all third-party costs and expenses incurred by Operator on behalf of Owner, shall be paid by Owner and the other non-operating working interest owners pursuant to the Existing JOA. Operator's services hereunder include the following:

- a. Providing operational, engineering and management services in order to operate the Properties including without limitation, engineering for lease operations and facilities engineering;
- b. Conducting (or supervising the conducting of) drilling, testing, fracture stimulation, completion, abandonment, site restoration, and repair operations;
- c. Without limitation of Section 1(a) above, obtaining any and all licenses, registrations, permits, and approvals in the name of Operator that are required to act as the contract operator for Owner;
- d. Supervising the pumping of each well, gauging of tanks, routine maintenance of wells, field facilities, and the Properties;
- e. Retaining, contracting and supervising drilling contractors and any other third-party contractors which provide labor, materials, or services in connection with Operator's performance hereunder;
- f. Monitoring production from the Properties and preparing and submitting any forms or reports (i) reasonably requested by Owner and which can be reasonably provided by Operator without undue effort or expense or (ii) required by or with respect to any applicable federal, state, or local regulatory agency, it being agreed that the reports to be submitted to Owner shall include, without limitation, an annual reserve report to be prepared by third-party engineers and a monthly reconciliation of actual production to production forecasts;
- g. Performing all administrative duties related to the Properties, including preparing and delivering AFEs to Owner for approval and maintaining division orders;
- h. Negotiating, purchasing, maintaining, and keeping inventory records of all personal property, equipment and supplies, and procurement of services for use on the Properties;
- i. Processing invoices and paying all expenses incurred in the operation of the Properties and providing a monthly billing statement to Owner;
- j. Marketing production from the Properties and collecting and disbursing oil and gas revenues;

- k. Preparing, delivering and collecting joint interest billings from working interest owners pursuant to the Existing JOA;
- l. Keeping all records and files related to the operation and ownership of the Properties;
- m. Coordinating and assisting Owner or its designee in preparing payout schedules for any wells for which a payout is pending, and overseeing and maintaining suspense accounts;
- n. Operator shall obtain and carry Workmen's Compensation insurance and shall obtain on behalf of Owner any such insurance coverage as Owner may reasonably request, upon such terms and limits as specified on Exhibit B of this Agreement, notwithstanding any lesser insurance requirements set forth in any Existing JOA. (it being understood and agreed that the expense of such insurance shall be borne by Owner, except for Workmen's compensation insurance covering Operator's employees which are not directly employed on the Properties);
- p. Preparing and filing monthly reports and forms, and preparing reports as required by regulations of the Colorado Oil and Commission and any other Governmental Authority (as defined in the Development Agreement) with respect to operation of the Properties;
- q. Providing information and cooperating with Owner or its designee in preparing all 1099 forms for vendors and joint interest owners as may be required by applicable law;
- r. Assisting in operational land and lease issues;
- s. Participating in bi-weekly operations update calls with Owner;
- t. Complying with all necessary bonding requirements of Governmental Authorities (as defined in the Development Agreement) required for the operation of the Properties;
- u. Performing any other services (i) that Owner is required to perform under the Existing JOA or (ii) for purposes of enabling and facilitating compliance with the obligations of Owner under the Existing JOA; and
- v. Performing any other services (i) reasonably requested by Owner or (ii) for purposes of enabling and facilitating compliance with the obligations of Owner under the Production Payment Documents.

## 2.2 Actions Requiring Approval or Notifications; Emergencies.

- a. Operator shall not, without Owner's prior written consent: (i) intentionally allow a lease or farm-out or farm in to terminate; (ii) conduct drilling, reworking or re-completion operations of any kind or character; (iii) plug or abandon any well; or (iv) remove any junk equipment, material or supplies currently on the Properties of value greater than Five Thousand

Dollars (\$5,000).

b. Notwithstanding anything else herein to the contrary, in the instance of an emergency or other exigent circumstances that occur on or with respect to the Properties, Operator shall be authorized to incur such costs on behalf of Owner as shall be reasonably necessary to maintain the Properties and related assets and shall give prompt written notice to Owner of such emergency or exigent circumstances and the amount of costs incurred and estimated will be incurred in order to remedy.

c. Operator shall notify Owner as soon as reasonably practicable upon becoming aware of any material Casualty Event (as defined in the Development Agreement) or other health, safety, or environmental incident or condition affecting or pertaining to the Properties that would, in Operator's reasonable opinion, present a material financial risk to Owner and shall provide Owner copies of any material written notices received from Governmental Authorities (as defined in the Development Agreement) or other persons with respect to such material incidents or conditions.

2.3 Restrictions. In connection with Operator's services:

a. Owner may make recommendations to Operator from time to time regarding specific third-party service providers and vendors to be retained by Operator to provide services pursuant to Section 2.1(e), and such recommendations shall be given due consideration by Operator. Third-party invoices for activities hereunder shall be submitted to Operator.

b. All insurance policies to be carried by Operator or Owner under this Agreement shall be from an insurer reasonably acceptable to the Parties. Owner and Operator, as applicable, shall be an additional insured under such insurance policies, which shall be primary and noncontributory to a Party's other insurance coverage. Each Party shall, upon request, provide certificates of insurance (and endorsements if applicable) from the applicable carriers evidencing the above.

c. Notwithstanding anything contained herein to the contrary, any change in Operator's personnel at the field superintendent level or higher will require the express written approval of Owner, which consent shall not be unreasonably withheld, conditioned or delayed.

d. Notwithstanding anything contained herein to the contrary, neither Owner nor Operator shall take any action that would cause Owner to be in breach of any of its covenants or obligations under the Development Agreement, or related Net Profits Interest Agreement or letter agreements by and between the Parties.

2.4 Operator may make recommendations and suggestions on new projects, operations or acquisitions from time to time and any such new projects, operations or acquisitions shall be governed by the Development Agreement.

3. Supplemental Duties of Operator and Other Matters. At Owner's request and expense, Operator shall provide additional services to Owner, including but not limited to, data conversion,

property set-up, programming, prospect management and personnel training, insofar as such services are not required to be provided by Operator under Section 2.1 above.

4. Standard of Care. Operator shall conduct all operations of the Properties in a good and workmanlike manner, as would a reasonably prudent operator, and in compliance with the terms and conditions of the Existing JOA and all applicable laws, rules, regulations and ordinances of any Governmental Authority (as defined in the Development Agreement) having jurisdiction over Operator or the Properties. Operator will have no liability to Owner for losses sustained or liabilities incurred in connection with the Operator's operation of the Properties, **EXCEPT TO THE EXTENT THAT SUCH LOSSES OR LIABILITIES ARISE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OPERATOR OR OPERATOR'S MATERIAL BREACH OF THIS AGREEMENT.**

5. Fees. In consideration of Operator providing the services described in Section 2 above, Owner shall pay to Operator a fee equal to \$7,000 per month (the "**Overhead Fee**"), which fee shall be pro-rated for any period of less than a full month. Owner shall also reimburse Operator for all reasonable, routine and documented out-of-pocket costs or expenses paid by Operator or any of its personnel to third parties in connection with the performance of the services described in Section 2.1 during the term hereof. Any non-managerial or non-administrative services not covered under Section 2.1 may be outsourced to a third party, and any out-of-pocket expenses associated with any such third-party services will be reimbursed by Owner. For purposes of clarity and notwithstanding anything to the contrary herein or in the Existing JOA, (i) the Overhead Fee payable by Owner to Operator shall constitute full and complete reimbursement to Operator for the salaries, wages, benefits, payroll taxes and other compensation or allowances of those employees of Operator engaged in connection with the performance by Operator of its duties and obligations hereunder, except that Operator, after providing Owner with reasonable prior written notice, shall be permitted to charge Owner for a reasonably allocable portion, as determined in accordance with reasonable and customary oil field practices, of Operator's field employees directly employed on the Properties in connection with operations conducted thereon, (ii) without limiting the foregoing, Operator shall not separately charge Owner, and Owner will have no obligation to pay, any overhead or other similar amounts to Operator, whether on a drilling well, a producing well or any other basis, and (iii) any COPAS overhead payable by any third parties under any of the Existing JOA shall be for the account of, and payable to, Owner. Operator will submit to Owner an invoice for any amounts owed to Operator hereunder, which invoice shall be paid no later than thirty (30) days from the receipt by Owner of such invoice. In the event of termination of this Agreement, (x) the balance of any amounts payable to Operator by Owner under this Agreement shall become due and payable within thirty (30) days, and (y) Operator shall promptly return any portion of the Overhead Fee which was paid to it by Owner as of such date and is attributable to periods after the effective date of such termination, if any. Operator shall be liable for any state or local sales or use taxes required to be paid in connection with its receipt of the Overhead Fee.

6. Relationship of the Parties.

6.1 Independent Contractor. Operator is an independent contractor, free of control and supervision by Owner as to the means and manner of performing all services hereunder, Owner having contracted herein solely for the result of such services. Neither Operator nor any person used

or employed by Operator shall be deemed for any purpose to be the employee, agent, servant or representative of Owner in performance of any work or services, or any part thereof, under this Agreement. The actual performance and supervision of all work or services performed hereunder shall be by Operator; provided, however, Owner and its authorized representative shall have, at all times, the general right of inspection of the same.

6.2 No Partnership. This Agreement is not intended to create and shall not be construed to create, a relationship of partnership, joint venture, mining partnership, agency, or any type of a fiduciary relationship, or any association for profit between the Parties hereto. Operator shall have no power to bind Owner and shall not enter into any agreements on behalf of Owner except as set forth herein or as otherwise approved in writing by Owner.

6.3 Suggested Work Procedures. Notwithstanding any of the provisions in Section 6.1 above, Owner shall have the right to suggest from time to time (but not mandate) specific work procedures to be performed by Operator in connection with operations conducted on the Properties.

6.4 Indemnification. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OPERATOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER, ITS SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, SUBCONTRACTORS, REPRESENTATIVES AND EMPLOYEES (THE “**INDEMNIFIED PARTIES**”) AGAINST AND FROM ANY AND ALL LOSS, CLAIMS, DAMAGES, LIABILITIES, FINES, PENALTIES, ACTIONS, SUITS, EXPENSES AND/OR COSTS (INCLUDING COURT COSTS AND ATTORNEYS’ FEES), INCLUDING, WITHOUT LIMITATION, THOSE FOR OR ON ACCOUNT OF INJURY, BODILY OR OTHERWISE, TO OR DEATH OF PERSONS, DAMAGE TO OR DESTRUCTION OF PROPERTIES BELONGING TO OWNER OR OTHERS (HEREIN CALLED “**CLAIMS**”), ARISING OUT OF, OR IN ANY WAY CONNECTED WITH (A) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OPERATOR, ITS SUBCONTRACTORS, AGENTS, SERVANTS, VENDORS, SUPPLIERS, REPRESENTATIVES AND/OR EMPLOYEES OR (B) OPERATOR’S BREACH OR FAILURE TO COMPLY WITH ANY MATERIAL PROVISION HEREOF; PROVIDED, HOWEVER, THAT ANY BREACH OR FAILURE TO COMPLY BY OPERATOR SHALL BE DETERMINED TAKING INTO ACCOUNT OPERATOR’S STANDARD OF CARE HEREUNDER TO THE EXTENT APPLICABLE TO OPERATOR’S PERFORMANCE OF OR COMPLIANCE WITH THE SUBJECT PROVISION. **THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL APPLY REGARDLESS OF ANY CAUSE OR OF ANY NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT ARISING FROM OR RELATED TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES. THESE COVENANTS OF INDEMNITY SHALL SURVIVE CANCELLATION, TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

## 7. Records and Audits.

7.1 Records Maintenance and Audits. Owner or its representatives shall have access at

all reasonable times to Operator's records relating to the services provided by Operator under the terms of this Agreement from the Effective Date until the later of: (a) the expiration of two (2) years after the termination of this Agreement, and (b) the last day that any non-operator party is entitled to dispute charges under the terms of the accounting procedures to any Existing JOA (the "**Audit Period**") for the purpose of auditing and verifying the accuracy of the invoices submitted by Operator. Owner shall have the right to audit or dispute Operator's books and records related to the services until the end of the Audit Period. Any invoice not disputed within such time period shall be considered final and no longer subject to adjustment. Originals of all records will be given to Owner within thirty days after the termination of this Agreement.

7.2 Disputed Invoice Amounts. In the event of a good-faith dispute as to the amount or appropriateness of a third-party invoice or any portions thereof submitted to Owner, Owner shall pay all undisputed charges on such invoice, but shall be entitled to withhold any disputed amount on such invoice. In any such case, Owner shall promptly notify Operator in writing of such disputed amounts and the reasons each such charge is disputed by Owner. Operator shall provide Owner sufficient records relating to the disputed charge and reasonable assistance in resolving the dispute in a timely manner.

7.3 Liens. Operator will use its reasonable best efforts to keep the Properties free and clear of mechanic's liens, materialmen's liens and other liens threatened, asserted or created by Operator's employees, agents, representatives, vendors, suppliers, and/or subcontractors arising from or relating to the performance of Operator's duties hereunder (a "**Lien**"), and shall give Owner prompt notice in the event Operator receives a notice of Lien or threatened Lien. Operator shall not file a *lis pendens* or any other Lien against the Properties.

7.4 Situs of Books and Records. Operator covenants and agrees to keep the books, records, files and other information to be maintained by it hereunder or which comes into its possession pursuant to this Agreement at the same address that it uses for notice purposes hereunder.

7.5 Electronic Recordkeeping. Operator shall, within six (6) months after the Effective Date, digitize and maintain in such form those records, files and other data in its possession relating to the Properties as it reasonably believes would customarily be included in a virtual data room to be utilized in connection with the marketing or sale of oil, gas and mineral leases and related assets or as Owner reasonably requests. Thereafter, Operator shall digitize and maintain any additional records, files and other data relating to the Properties for the same purpose or as Owner reasonably requests. Any third-party costs incurred by Operator in connection with its obligations under this Section 7.5 shall be paid by Owner.

7.6 Survival. The terms of this Section 7 shall survive the termination of this Agreement.

## 8. Term; Termination.

8.1 Term. This Agreement shall commence on the Effective Date of this Agreement and shall continue for a period of one (1) years (the "**Primary Term**"); provided, however, Owner may elect, in its sole discretion, to extend the Primary Term for one additional one (1) year period.

After the Primary Term, this Agreement shall automatically continue until terminated as provided below.

## 8.2 Termination.

a. After the Primary Term, either Party may terminate this Agreement upon sixty (60) day's advance written notice to the other Party; provided, however, that neither Party may deliver written notice of its intention to terminate this Agreement under this Section 8.2(a) until after the Primary Term.

b. Owner shall have the right to terminate this Agreement:

i. At any time during the term of this Agreement, in the event of (A) gross negligence or willful misconduct of the Operator, or (B) a material breach of this Agreement by Operator and failure to cure such material breach within thirty (30) days' written notice of such material breach from Owner, unless such breach is reasonably capable of cure but not reasonably capable of being cured within such 30-day period, in which case Operator shall have commenced remedial action to cure such material breach within such 30-day period and continued to diligently and timely pursue the completion of such remedial action and, in any event, shall have cured such material breach within seventy-five (75) days of such written notice; or

ii. At any time during the term of this Agreement upon the sale of all or any portion of the Properties, provided that Owner must provide at least thirty (30) days' written notice and may terminate this Agreement as to only those Properties so sold.

iii. Upon the termination of the Development Agreement.

c. Subject to Owner's rights under Section 7.2, Operator shall have the right to terminate this Agreement if Owner fails to pay invoices under Section 5 above within 60 days of the date payment is due.

d. Upon the termination of this Agreement and at Owner's expense, Operator shall use commercially reasonable efforts (i) to assist and cooperate in the transition of its duties and obligations under this Agreement to any replacement or successor operator and shall perform such services as Owner may request until such time as any other successor operator shall be able to perform Operator's duties and obligations under this Agreement and under any other relevant agreement and (ii) deliver possession to Owner of all books and records that are related to its operations under this Agreement as are in any Operator Person's possession or control.

## 9. Miscellaneous.

9.1 Assignment. Neither Party shall assign, in whole or in part, any of the rights, obligations or benefits arising under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

### **9.2 Governing Law; Jurisdiction; Venue; Jury Trial.**

(a) THIS AGREEMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION.

(b) EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY DISTRICT COURT OF THE STATE OF TEXAS SITTING IN HARRIS COUNTY, TEXAS, ANY UNITED STATES DISTRICT COURT SITTING IN HARRIS COUNTY, TEXAS, AND ANY APPELLATE COURT FROM ANY OF SUCH COURTS, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT.

(c) EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE, AS WELL AS THE DEFENSE OF AN INCONVENIENT FORUM, TO THE LAYING OF VENUE OF ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN SECTION 9.2(B).

(d) EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY).

9.3 Notices. Any notice, request, consent, payment, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is given, on the same day if sent by electronic mail during business hours, on the next business day if sent by electronic mail outside of business hours, or on the third day after mailing if mailed to the Party to whom the notice is to be given by certified mail, return receipt requested, postage prepaid and properly addressed as follows:

If to Owner:  
Tabula Rasa Partners, LLC  
1455 West Loop South, Suite 230  
Houston, Texas 77027  
Phone: 713-357-7565  
Attn: Justin Teltschik  
Email: justin@ciboloenergy.com

If to Operator  
Perdure Petroleum LLC  
700 N Central Expressway S, Ste 470  
Allen, Texas 75013  
Phone: 281-668-8485  
Attn: Ronald T. Evans, CEO  
Email: tevans@perdurepetro.com

With a copy to:

Tabula Rasa Partners, LLC  
1455 West Loop South, Suite 230  
Houston, Texas 77027  
Phone: 713-357-7569  
Attn: JW Sikora  
Email: jw@ciboloenergy.com

Either Party may change its address by giving the other Party written notice of the new address in the manner set forth above.

9.4 Severability. If any portion of this Agreement shall be found by a court of competent jurisdiction to be illegal, unenforceable or invalid, that portion of this Agreement will be null and void and the remainder of this Agreement will be binding on the Parties as if the illegal, unenforceable or invalid provisions had never been contained herein.

9.5 Waiver. No waiver by either Party of any term or any breach of this Agreement shall be construed as a waiver of any other term or breach hereof, or of the same or a similar term or breach on any other occasion.

9.6 Amendment. This Agreement may not be modified or amended without the prior written consent of both Parties, and no such modification or amendment shall be binding upon either Party unless it is in writing and signed by both Parties.

9.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties regarding the subject matter hereof.

9.8 Third-Party Beneficiaries. This Agreement is made solely for the benefit of those persons who are parties hereto (including those persons succeeding to all or part of the interest of an original Party if such succession is valid under Section 9.1 above), and, except as expressly set forth in Section 6.4 above or in this Section 9.9, no other person shall have or claim or be entitled to enforce any rights, benefits or obligations under this Agreement.

9.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9.10 Confidentiality; Return of Records.

a. Each Party recognizes that, during the Term, it may have access to or receive from the other Party information, agreements, documents, files, maps, reports, and other non-public confidential and proprietary information and trade secrets of the other Party in written, graphic, and/or digital form, including lease take-offs, lease bonus amounts, title opinions, division orders, proprietary seismic, geophysical, geological, engineering, and other data and interpretations thereof, seismic and other data that

has been licensed to the other Party by Third Persons, financial analyses, operational, production, and environmental reports, data, and information, and other data related to the Properties or the business of a Party (“Confidential Information”). A Party receiving Confidential Information from the other Party is a “Receiving Party”, and the Party disclosing such Confidential Information is a “Disclosing Party.” The Receiving Party agrees that it shall not disclose, divulge, distribute, disseminate, or make available any of such Confidential Information or any of the Receiving Party’s analysis and interpretation thereof to any third party, except as permitted by this Agreement. Confidential Information received from the Disclosing Party shall only be used by the Receiving Party in relation to the transactions contemplated by this Agreement and operations conducted pursuant to this Agreement, the Existing JOA, or the Development Agreement. No other use of such Confidential Information shall be made by the Receiving Party.

b. Each Party agrees to return such Confidential Information to the disclosing party upon receipt of written request and upon the termination of this Agreement. Without limitation of the foregoing, upon the termination of this Agreement, Operator shall promptly return to Owner all originals and copies of any records pertaining to the Properties which were provided by Owner during the term hereof. Owner agrees to provide Operator with reasonable access to such records after their return by Operator, provided that any such access shall be during normal and customary business hours of Owner and shall be limited to those records which reasonably pertain to the performance by Operator of its services hereunder.

c. Notwithstanding the foregoing, full and exclusive rights and ownership of the Owner’s Confidential Information and any intellectual property, patents, copyrights, applications for patents or copyrights, trademarks, trade names, trade secrets and inventions, shall remain vested in Owner.

9.12. Exceptions. The obligations of nondisclosure in Section 9.11 shall not apply to any information that was already rightfully in the possession of the receiving party or any of its related companies prior to disclosure, that is independently developed by employees or agents having no access to Confidential Information, that is rightfully received from a third party without restrictions on disclosure or use, that is available by inspection of products or services marketed without restrictions, offered for sale or leased in the ordinary course of business by either party hereto or others, or that is required to be produced or disclosed pursuant to applicable laws, regulations or court order, provided the receiving party has given the disclosing party the opportunity to defend, limit or protect such production or disclosure and such disclosure is not greater than what was required to be produced or disclosed.

9.13 Owner and Operator Proprietary Software and Hardware. Operator shall not disclose or otherwise make available to any third party any Owner proprietary software or hardware or any proprietary software or hardware of other third parties who may be employed by Owner. Similarly, Owner shall not disclose or otherwise make available to any third party any proprietary Operator software or hardware or any software or hardware of other third parties who may be employed by Operator.

9.14 Force Majeure. If either Party is rendered unable, in whole or in part, by force majeure to carry out its obligations under this Agreement, other than the obligation to indemnify or make payments to the other Party, such Party shall give to the other Party prompt written notice

of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the Party giving such notice, only to the extent they are affected by such force majeure, shall be suspended during, but not longer than the continuance of such force majeure. For purposes of this Section 9.14, the term “force majeure” shall mean with respect to a Party, any cause beyond such Party’s reasonable control, including unanticipated supply shortages, strikes, labor disputes or other industrial disturbances, civil disturbances, acts of the public enemy, riot, rebellion, invasion, epidemic, hostilities, war, embargo, natural disaster, acts of God, acts of terrorism, flood, lightning, fire, storm or other act of nature, sabotage, accident, delay in transportation, loss and destruction of property, intervention by Governmental Authorities (as defined in the Development Agreement), change in Laws, regulations or orders. In the event of any failure or delay in performance by Operator due to the occurrence of an event of force majeure, Operator shall use all reasonable diligence to remove the force majeure and restore its ability to perform as soon as reasonably practicable.

9.15 Commingling of Assets. Operator shall separately maintain and not commingle the assets of Owner with those of Operator.

9.16 Devotion of Time. Operator shall devote such time as shall be reasonably necessary for the performance of its services and obligations hereunder.

9.17 Maintenance of Qualified Staff and Personnel. Without limitation of Owner’s rights under Section 2.3, Operator covenants and agrees that it will retain and have available to Owner during the term of this Agreement a professional staff which will be reasonably adequate in size, experience, and competency to discharge properly the duties and functions of Operator hereunder, including engineers, geologists and other technical personnel, accountants and secretarial and clerical personnel.

9.18 Non-Compete. During the term of this Agreement, Operator shall not compete with Owner in acquiring any working interest, royalty interest, over-riding royalty interest, take any new leases, top leases or acquire any other record title interest in any asset within five (5) miles of the Properties described on Exhibit A.

***[Signature Page Follows]***

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated below but made effective as of the Effective Date.

OWNER:

TABULA RASA PARTNERS, LLC

By: 

Name: Justin Teltschik

Title: Manager

Date: 8/31/2020

OPERATOR:

PERDURE PETROLEUM LLC

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

Name: Ronald T. Evans

Title: Chief Executive Officer

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

Exhibit A Properties

Exhibit B Insurance

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated below but made effective as of the Effective Date.

OWNER:

TABULA RASA PARTNERS, LLC

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

Name: Justin Teltschik

Title: Manager

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

OPERATOR:

PERDURE PETROLEUM LLC

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

Name: Ronald T. Evans

Title: Chief Executive Officer

Date: 8/31/20 \_\_\_\_\_

Exhibit A Properties

Exhibit B Insurance

## **Exhibit A**

### **Property Description**

The LaVeta assets include all properties located within the Contract Area under the Existing JOA, as well as the assets listed below and located in Huerfano County, Colorado.

- Active and inactive wells as of August 31, 2020.
- Gas processing plant.
- Natural gas pipeline connecting to CIG's gas pipeline system.
- CO2 compression.
- CO2 pipeline connecting to Sheep Mountain pipeline.

**Exhibit B**  
**Insurance**

None.