

July 7th, 2022

AC Land Holdings
PO Box 170
New Raymer, CO 80742

Re: Well Re-Entry and Mitigation / Temporary Road Access Easement
Colorado Oil and Gas Conservation Commission ("COGCC") - DJ Basin Horizontal Offset Policy

TOWNSHIP 7 NORTH, RANGE 60 WEST, of the 6th P.M.

Section 01: ALL
Weld County, Colorado
(the "Lands")

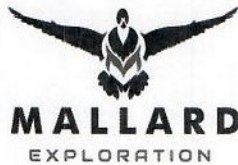
Per the COGCC DJ Basin Horizontal Offset Policy: Any existing oil and gas wells within 1500' of a proposed horizontal wellbore, that do not have adequate protection and isolation over the treated formations, must be re-entered and mitigated prior to hydraulic stimulation of the proposed horizontal wellbore. The following well(s) on your Lands does/do not meet the COGCC standards and must be mitigated prior to Mallard Exploration's hydraulic fracturing operations:

- GREEN *1-3 – (API: 05-123-20185) Diversified Operating Corporation
- GREEN *1-13 – (API: 05-123-20111) Diversified Operating Corporation
- DOC GREEN *1-8-6 – (API: 05-123-19709) Diversified Operating Corporation

Mallard Exploration requests authorization to pass through the Lands in order to locate, unearth, re-enter, and mitigate this existing plugged and abandoned well, prior to hydraulic fracturing operations. This process will take approximately ten (10) days from commencement to completion and is scheduled to be performed between **July 15, 2022 and July 15, 2023**.

Prior to re-entry and mitigation work on the Lands, Mallard Exploration shall remit a one-time access payment of \$1,500.00 per well (three wells totaling \$4,500.00), the receipt and sufficiency of which is hereby acknowledged. The aforementioned payment is detailed in a separate and confidential Letter Agreement of even date herewith.

Mallard Exploration shall be held responsible for the reclamation of Landowner's property to the condition that existed immediately prior to re-entry and mitigation. Mallard Exploration agrees to indemnify and hold Landowner harmless from all claims, damages and causes of action directly arising out of and caused by Mallard operations on the property that may be asserted by any of Mallard Exploration's agents, employees, subcontractors, contractors or persons entering the property at the request of Mallard Exploration.



AC Land Holdings and Mallard Exploration ("Parties") agree to the following: (a) Mallard Exploration will be solely responsible for reimbursement of any damaged or lost crops that may come as a result of the remediation work performed on the aforementioned wells. (b) Prior to commencement of operations for remediation of the three wells, the Parties will endeavor to schedule a meeting to discuss access to the wells and disturbance areas to limit damage to existing crops if any. (c) After all remediation work is complete, Parties will convene to plan final reclamation at which point AC Land Holdings, at its discretion, may elect to perform the reclamation work independent of Mallard Exploration. In the event AC Land Holdings elects to perform the reclamation work, Mallard Exploration agrees to reimburse AC Land Holdings for the cost of reclamation, within a reasonable scope of expense. An estimate of the scope and cost of work shall be provided and approved by Mallard Exploration prior to commencement of reclamation by AC Land Holdings. (d) If Mallard Exploration performs the final reclamation work, completion of said work must be approved by AC Land Holdings. (e) Mallard Exploration will reimburse AC Land Holdings for any damages caused by erosion between July 15, 2022 to July 15, 2023 as a result of the remediation work performed on the aforementioned wells. (f) Mallard Exploration will only utilize the access routes depicted on Exhibit "A" attached hereto, and hereby made part of this authorization form.

Please return a signed copy of this letter granting a temporary road access easement and consenting to Mallard Exploration, LLC and/or its contractors or agents entering your Lands via local access road located in Weld County, Colorado to perform the above-described remediation work. This temporary access easement shall expire upon completion of the well remediation work, but not later than **July 25th, 2023**.


If you have any questions or concerns, please do not hesitate to contact me at:

Cordially,

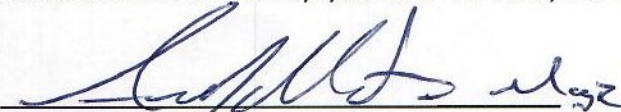
John Linton - E-mail: jlinton@mallardexploration.com - Cell: 303.882.8472

As owner of the Lands, I/We hereby consent to Mallard Exploration, LLC and/or its contractors or agents to enter the Lands in Weld County, Colorado in order to mitigate the **GREEN *1-3 – (API: 05-123-20185)**, **GREEN *1-13 – (API: 05-123-20111)**, **DOC GREEN *1-8-6 – (API: 05-123-19709)** well in accordance with the Colorado Oil and Gas Conservation Commission's DJ Basin Horizontal Offset Policy.

Surface Owner:
AC Land Holdings, LLC

By: 

Name: James Cole Mertens a/k/a J. Cole Mertens, Manager

By: 

Name: Andrew Mertens, Manager

July 7th, 2022

AC Land Holdings
PO Box 170
New Raymer, CO 80742

RE: WELL RE-ENTRY AND MITIGATION CONSENT LETTER AGREEMENT / TEMPORARY ROAD ACCESS EASEMENT

TOWNSHIP 7 NORTH, RANGE 60 WEST, of the 6th P.M.

Section 01: ALL
Weld County, Colorado
(the "Lands")

Reference is made to that certain **Well Re-Entry and Mitigation / Temporary Road Access Easement** consent form dated **July 7th, 2022** featuring AC Land Holdings, LLC, whose address is PO Box 170, New Raymer, CO 80742, and **Mallard Exploration, LLC** with offices at **1400 16th Street, Suite 300, Denver CO 80202**.

The "good and valuable" consideration for this consent is agreed by both parties to be \$1,500.00 for each well listed in the Well Re-Entry and Mitigations consent form - totaling \$4,500.00 for three (3) wells.

The parties agree that the consideration detailed herein and any discussion in relation to consideration agreed to above will be kept confidential and is deemed confidential information. The parties agree not to divulge the existence or content of any discussions to any person, other than such persons who have a need to be aware of such discussions. Such persons will be bound to this confidentiality provision. However, either party may disclose this confidential information without prior written consent to the extent such information is requested or required to be disclosed under applicable law, regulation, governmental order, decree, or rule. The disclosing party shall only disclose that portion of the confidential information that, on the advice of the legal counsel, is required to be disclosed and shall use reasonable efforts to ensure further confidential treatment of the information so disclosed. Employees, agents, officers, partners, members and directors and affiliate companies; shall be directly responsible for the failure to comply with the terms of this Letter Agreement.

Mallard Exploration, LLC

By: _____
Jamison McIlvain,
EVP of Business Development

AC Land Holdings, LLC

By: 
James Cole Mertens a/k/a J. Cole Mertens,
Manager

By: 
Andrew Mertens, Manager