

Upon recording, please return to:

GMT Exploration Company LLC  
Attn: Hans Schuster  
1560 Broadway, Suite 2000  
Denver, Colorado 80202

SURFACE USE AGREEMENT

Recorded in  
Adams County, Colorado

This surface use agreement (“**Agreement**”) is between Aurora Highlands, LLC, a Nevada limited liability company (“**AH**”), Aurora Tech Center Development, LLC, a Colorado limited liability company (“**ATCD**”), (AH and ATCD collectively, the “**AH Parties**” or “**Owner**”), and GMT Exploration Company LLC, a Delaware limited liability company (“**Operator**”) (individually a “**Party**” and collectively, the “**Parties**”) and dated effective January 2, 2023 (“**Effective Date**”).

RECITALS

1. Operator and Owner, along with other parties, have signed a Relocation Agreement dated as of the Effective Date (“**Relocation Agreement**”) which provides for the Parties to enter into this Agreement.
2. ATCD owns the surface of Section 28, T3S-R65W, 6<sup>th</sup> P.M., in the City of Aurora, Adams County, Colorado (the “**Section 28 Lands**”), along with other lands in Section 21, T3S-R65W, which the AH Parties are developing as the Aurora Technology and Energy Center to support the consolidation of oil and gas facilities, renewable energy facilities, and road, utility and pipeline corridors (the “**ATEC**”). A preliminary conceptual design for the ATEC is attached as Exhibit A, but the final design will be developed over the coming years in conjunction with the planning and development of the Highlands Development. The final design will not modify the rights granted to Operator in this Agreement.
3. Operator is the owner of certain oil, gas, and other mineral leases covering lands located in Sections 25, 26, and the E/2 of Section 27, T3S-R66W, and portions of Section 30, T3S-R65W, all in Adams County, Colorado, more particularly described in Exhibit C attached hereto (as they may be amended, extended, renewed, or succeeded the “**Leases**”), and wishes to access the Leases from the Section 28 Lands to conduct oil and gas operations (“**Operations**”) related to its Leases.
4. AH is overseeing the planning and development of a master planned community covering the lands that are in the vicinity of the lands covered by the Leases called The Aurora Highlands (the “**Highlands Development**”), as more specifically described in the Framework Development Plan for The Aurora Highlands, approved October 8, 2018.

5. The Parties wish to provide in this Agreement for the use of the surface of a designated portion of the Section 28 Lands as the exclusive area for siting wells and other related Operations for accessing and developing the Leases and to harmonize such use with the planned development of the Highlands Development and the ATEC.

## AGREEMENT

Now therefore, in consideration of the recitals and mutual promises contained herein, Owner and Operator agree as follows:

1. **Access and Use.** Owner grants to Operator the following rights-of-way and easements:
  - 1.1. **OGOA.** Oil and Gas Operating Area (“OGOA”) in the NW/4 of Section 28, T3S-R65W, 6<sup>th</sup> P.M., to conduct Operations, including, but not limited to, the right to:
    - landscape, contour, and move earth on the OGOA, in order to facilitate its Operations;
    - locate, drill, complete, operate, and maintain wells and well pad and associated production equipment on the OGOA;
    - lay, construct, operate, inspect, maintain, and repair pipelines on the OGOA and to replace them with different or same size pipelines;
    - install, construct, operate, and repair compressors, powerlines and communication lines, temporary above ground water lines, temporary above ground completion fluid lines, MLVTs, and any other equipment or facilities on the OGOA related to Operator’s Operations; and
    - any reasonable measures needed to produce and operate oil and gas wells.
  - Notwithstanding the foregoing, the rights granted to Operator under this Agreement do not include the installation of injection wells, storage ponds (except for storm water management ponds on the terms of Section 14.5), underground storage or sequestration related to gas or other substances or compressor stations or central compression facilities serving more than one Well Pad or wells or production other than those located on or deriving from the Well Pad. Other than the rights granted in the Relocation Agreement, and the OGOA, ROWs, and Ancillary Rights expressly granted in this Agreement, Operator shall not conduct operations upon the Section 28 Lands or any other land in the Highlands Development or the ATEC. Operator shall not access or use any portion of the Section 28 Lands for ingress and egress for such purposes, except in the areas and under the terms and conditions expressly granted in this Agreement, the ROW Grants, the Ancillary Rights and the Relocation Agreement.
  - 1.2. **Well Pad.** A defined area within the OGOA that is an exclusive easement where the well heads and other equipment are located and has the same rights as outlined in Section 1.1 relating to the OGOA (“Well Pad”).
  - 1.3. **Right-of-way.** The OGOA and Well Pad will have rights-of-way and easements associated with the locations shown on Exhibit C (“ROWs”) and more specifically described in Exhibit B to the Right of Way Grant described in the Relocation Agreement (“ROW

**Grant**”) in which Operator shall have the right to install, construct, operate, and repair the following:

- access roads
- pipelines, above-ground appurtenances, valves, metering equipment, cathodic protection,
- utility lines, electric power lines, telecommunication lines,
- and any related equipment that is necessary for Operator to obtain ingress to and egress from the OGOA and transport oil, gas and other fluids to and from the Well Pad located on the OGOA, including, without limitation, by truck.

Operator shall use ROWs for its Operations and activities relating to the Leases (or lands pooled therewith). The OGOA and ROWs may not be used in connection with operations on premises other than the Section 28 Lands (or lands pooled therewith) without Owner’s written consent in its sole discretion. The rights granted in this Agreement are in addition to the rights granted in the ROW Grant.

- 1.4. Ancillary Rights. A right-of-way and easement to use the subsurface of the Section 28 Lands (e.g., minerals, pore spaces, *etc.*), to the extent not precluded by or in conflict with the rights of existing oil and gas lessees, to drill, complete, produce, deepen, rework, drill additional laterals or wells, frac, re-frac and recomplete vertical wells, directional and/or horizontal wells under and through the Section 28 Lands and the Highlands Development to reach lands within the drillsite spacing units covered by the Leases (collectively, the “GMT DSU”) and which wells have horizontal drainhole locations within the GMT DSU (“**Ancillary Rights**”). Ancillary Rights shall be specifically granted by a Subsurface Easement Agreement in the form attached hereto as Exhibit D to be executed by Owner to Operator.
- 1.5. The OGOA, ROWs, Well Pad, and Ancillary Rights are collectively known as “**Surface Access**”.
- 1.6. Operator shall have the exclusive right to occupy the OGOA through December 31, 2024, or to such later date as Owner may have granted to Operator under the Relocation Agreement to finish the completion of wells on the Well Pad, and following such date shall have the exclusive right to occupy the Well Pad. Beginning January 1, 2025, or such later date as Owner may have granted to Operator under the Relocation Agreement to finish the completion of wells on the Well Pad, Owner may use those reclaimed portions of the OGOA outside the Well Pad, so long as such use is consistent with Applicable Law, with waivers as may be necessary, and construction is coordinated with the activities of Operator on the Well Pad, which waivers shall not be unreasonably withheld, conditioned, or delayed. Grantor may use the reclaimed portions of the OGOA prior to January 1, 2025, or such later date as provided in the Relocation Agreement for finishing the drilling and completion of wells on the Well Pad, if interim reclamation has occurred at the OGOA pursuant to Section 12.2.1. Grantee’s exclusive right to occupy the Well Pad does not preclude Grantor from constructing Visual Mitigation around the Well Pad as provided in Section 7.6.
- 1.7. Owner reserves the right to use all roads and reserves all surface and subsurface rights in or appurtenant to the Section 28 Lands, unless otherwise limited by this Agreement, and the right to grant successive easements on, under or across the Section 28 Lands on such

terms and conditions as Owner deems necessary or advisable, except that successive easements shall not interfere with or obstruct Operator's rights as described in this Agreement, the ROWs, or the Relocation Agreement.

2. **Consideration and Compensation.**

This Agreement is entered into in consideration of the recitals and covenants set forth herein and the mutual benefits to be derived by the Parties, together with certain additional consideration and compensation as set forth in the Relocation Agreement.

3. **Third Party Pipelines.** If Operator requests, Owner shall sign a separate form to allow Operator, or a third party designated by Operator, to place pipelines in the ROWs, or other locations mutually agreed by the third party and Owner, that will connect wells and facilities with other OGOAs or facilities and into pipeline systems, as necessary, in order to transport oil, gas and other fluids produced from the OGOA to market or disposal, or fresh water, other fluids and utilities from market or to Operator's facilities on the OGOA, as applicable ("**Pipeline ROWs**"). These Pipeline ROWs will be on a form similar to the ROW Grant attached as Exhibit C to the Relocation Agreement. Wholly owned subsidiaries of Operator are considered third parties.

4. **Establishment of OGOA, ROWs, and Well Pad.**

- 4.1. Exhibit B attached hereto specifies the boundaries of the OGOA, the approximate dimensions and locations of the Well Pad within the OGOA, the type and approximate location of major temporary and permanent drilling and production facilities within the OGOA including wellheads, and the location of the access road, flowlines within the OGOA and the ROWs for underground and above ground Pipelines to the OGOA.
- 4.2. The ROWs will be as depicted on Exhibit B and on Exhibit A to the ROW Grant. Potential crossing points of utilities, roads, drainage, and other surface and subsurface features are also depicted on Exhibit A and on Exhibit A to the ROW Grant, but such crossing points may change in the final design for the ATEC. Crossings and easements within the ROWs for roads and utility lines, including, but not limited to those for water, gas, sewer, electric, telephone, cable, television, fiber optics, and other pipelines shall be permissible without consent of Operator, but AH shall notify Operator prior to construction of roads or installation of utilities that will cross Operator's ROW. Such changes shall not require Operator or affiliated 3<sup>rd</sup> party to relocate its pipelines or create a safety hazard for Operator's pipelines.
- 4.3. AH may install and maintain improvements and grant easements that are adjacent and parallel to, but not within, the ROWs for utility lines, including, but not limited to those for water, gas, sewer, electric, telephone, cable, television, fiber optic, and other pipelines; provided any new underground facilities that travel along a ROW shall be located a distance horizontally of at least ten (10) feet from Operator's pipelines.
- 4.4. AH may plant shallow root vegetation in the ROWs and may maintain irrigation systems thereon. At AH's sole cost and expense, AH may also build and maintain paved trails and sidewalks within the ROWs so long as such improvements do not interfere with Operator's

operations. AH shall consult with Operator prior to the installation of any improvements within the ROWs to identify any potential conflicts with Operator's use of the ROWs.

- 4.5. Operator shall notify Owner of any planned installation of pipeline that crosses any of Owner's existing utilities, roads, drainage, and other surface and subsurface features and shall implement any such crossings in accordance with Owner's requirements

4.6. Modification of OGOA.

4.6.1. The OGOA and Well Pad on Exhibit B reflect preliminary designs and other specifications agreed by the Parties. No later than five (5) days after execution of this Agreement, AH shall grant Operator access to the location of the OGOA and the Well Pad. No later than 90 days following execution of this Agreement, Operator shall prepare surveys of the OGOA, Well Pad, and temporary access roads for AH's review and approval. AH shall approve the surveyed plats within fifteen (15) days of receipt provided that the surveyed plats are generally similar to Exhibit B, and if there are inconsistencies Operator shall obtain modified surveyed plats to resolve such inconsistencies, following which the surveyed plats will be attached to this Agreement as Exhibit B to replace the exhibits currently attached. If AH or Operator desires to modify the location or dimensions or other specifications of the OGOA or Well Pad from those shown on Exhibit B, the Party requesting such modification shall submit such request to the other Party for its approval, which shall not be unreasonably withheld provided that it does not require the approving Party (in its sole judgment) to incur any cost or impair its development plans for the Section 28 Lands.

- 4.6.2. If the modification is accepted and requires Operator to alter its construction plans, the following process will apply:

4.6.2.1. Operator will determine the cost of modifying the existing grade of the surface of the OGOA to accommodate its surface facilities (*i.e.*, the cost of grading and excavation, including the cost of inspections, that Operator would reasonably expect to incur in the absence of the grade requirements imposed by this Section) (the "**Original Cost**").

4.6.2.2. Operator will determine the cost of modifying the existing grade to achieve the grade requirements imposed by request (*i.e.*, the cost of preparing a drillsite location (including the area necessary to drill, complete and operate a planned well) at elevations that comply with Requesting Party's request) (the "**Modified Cost**").

4.6.2.3. If Operator chooses to continue with the request, and if the Modified Cost is greater than the Original Cost, then AH will pay Operator the difference between the Modified Cost and the Original Cost.

- 4.6.3. AH shall make any modification requests under this provision prior to Operator submitting future plans for permits or applications with the COGCC or other regulatory body.

4.7. Site Plan and Development Plan

- 4.7.1. The Relocation Agreement describes the timing and process for the Parties to collaborate in developing a site plan for the OGOA that takes into account proposed surface development of the ATEC in the vicinity of the OGOA and that accommodates grading, drainage, facilities layout, and surface development consistent with the approved survey plat, consistent with the plans and requirements of Owner and Operator for development of their respective surface and mineral interests. The site plan will include provision for Owner to grade the area of the OGOA and the surrounding area in accordance with an agreed schedule and specifications, which will be indexed off of the completion of grading by Owner. The site plan will also have provision for reclamation of the OGOA following completion of the wells, to accommodate surface development.
- 4.7.2. The Relocation Agreement provides for the development of a GMT Development Plan for the building of location and the drilling and completion of all wells on the OGOA in accordance with prescribed deadlines for achieving specified milestones. The GMT Development Plan will provide for the utilization of the OGOA to site and drill wells to access the Leases. No other wells will be permitted on the OGOA. If Operator fails to drill and complete the required wells to develop the Section 30 Lease by the agreed deadline as specified in the Relocation Agreement, subject to the tolling provisions described in Section 7 below, Operator will relinquish its Leases, including the Section 30 Lease, to Lessor (as defined in the Section 30 Lease) with special warranty of title against all claims arising by, through and under Operator and its affiliates. Prior to the timely drilling and completion of such wells or the delivery of such assignment, whichever first occurs, Operator will not convey any overriding royalty, working interest or other interest in any of said Leases, whether by sale, farmout, mortgage or otherwise, to any party other than an affiliate of Operator, unless such party expressly acknowledges and agrees to perform the reassignment obligation contained in this paragraph.
- 4.7.3. Provided that the milestones of the GMT Development Plan and the filing by Operator of all applications with the City and the COGCC for approval of the site plan and the GMT Development Plan are achieved in accordance with the deadlines prescribed in the Relocation Agreement, the deadline contained in Section 7.2 of this Agreement for the drilling and completion of all wells on the OGOA will be tolled beyond December 31, 2024 for the period necessary to finish the drilling and completion of all wells as scheduled in the GMT Development Plan, provided, however, that such tolling shall not in any event extend the deadline for drilling and completion of all wells on such OGOA beyond December 31, 2026. Any tolling will correspondingly extend the exclusive occupation date for the OGOA specified in Section 1.6 of this Agreement but will not extend the deadline for terminating the Platting Restrictions and Building Restrictions in Section 6.3 of this Agreement.
- 4.8. Grading. In the first quarter of 2023, following Owner's approval of the survey plat for the OGOA, Owner will begin grading the ATEC to balance, drain and accommodate infrastructure in connection with planned surface development. The grading will take into consideration the OGOA. As provided above, the site plan contained in the GMT Development Plan will include an agreed schedule and specifications for grading the

OGOA. If Operator requests subsequent realignment of the OGOA following grading and site plan approval, such request will be evaluated and implemented in accordance with the procedure described in Section 4.5 as modified to reflect allocation of Modified Cost to Operator rather than to Owner for such realignment.

5. **Consultation Notice**

- 5.1. Operator shall notify AH in writing before entering the Section 28 Lands for drilling, completion, or re-working of any well on the Well Pad.
- 5.2. Prior to filing an oil and gas development plan and any form 2 and 2A with the Colorado Oil and Gas Conservation Commission (“COGCC”) and permit applications with the City of Aurora (“City”) and with Adams County, Operator shall deliver copies of those forms to AH along with any plats and construction plans (“**Consultation Notice**”).
- 5.3. Within 15 business days of receiving Consultation Notice, AH may:
  - Comment on the proposed plans, and
  - provide updates to Operator’s development plans.
- 5.4. Operator may modify the plans if, in Operator’s sole discretion, the changes:
  - Do not increase the cost of Operations,
  - Do not significantly delay Operator, and
  - Are operationally and commercially tenable and safe.
- 5.5. Operator shall notify AH of its decision within 10 business days of receiving the requested changes.
- 5.6. Within 30 calendar days of receiving Consultation Notice, AH shall execute and deliver, in writing, Letters of Support as directed in the Relocation Agreement.
- 5.7. Other than as described in Section 5.2, Owner waives the following:
  - the right to receive notices and to comment on the location of the OGOA and Well Pad or on the drilling of wells thereon as set forth in the Rules and Regulations (“**Rules**”) of the COGCC,
  - all rights to consultations and/or meetings in connection with the location of the OGOA and Well Pad and the wells to be drilled thereon as set forth in COGCC Rules,
  - the right to receive a required notice or give consent in connection with the location of the OGOA and Well Pad or the drilling of wells thereon under the county or city code of the county or city in which the OGOA is located in connection with this Agreement.
- 5.8. Owner acknowledges and agrees that compliance with the provisions of this Agreement constitute satisfactory compliance of all notices, meeting, comment, and consultation requirements of COGCC Rule 412, or any similar rules of the COGCC, with respect to the OGOA and the wells drilled thereon.

6. **Setbacks.**

6.1. Owner shall not:

- Record a plat (the “**Platting Restriction**”) to create lots to build or construct **Building Units** (as that term is defined by the COGCC Rules) that would result in the imposition of setbacks under the COGCC Rules that would preclude (or require the COGCC to issue a variance for) the location of any well or production facility on a Well Pad (the “**Buffer Area**”); or
- Construct any Building Unit within the Buffer Area that would result in the imposition of setbacks under the COGCC Rules that would preclude (or require the COGCC to issue a variance for) the location of any well or production facility on a Well Pad (the “**Building Restriction**”).

6.2. Prior to January 1, 2025 (as such date may be extended on the terms of the Relocation Agreement), in no instance shall the Buffer Area be less than 2000 feet from any well or production facility (as defined in the COGCC rules) located on the Well Pad as shown on Exhibit B. Prior to a well being drilled or permitted, or production facilities placed on a Well Pad, the Buffer Area will be measured from the edge of the Well Pad. Once a well and production facilities are placed on a Well Pad, the Buffer Area will be measured from wells and production facilities on location.

6.3. The Platting Restrictions and Building Restrictions will terminate, and the Buffer Area will reduce to any setback required by the City surrounding the wells on the Well Pads effective 11:59 p.m. December 31, 2024 (as such date may be extended on the terms of the Relocation Agreement), or after all wells on the OGOA are permitted, whichever comes sooner. After that date, Owner may seek variances from the COGCC and the City of Aurora to any setback requirement applicable to the wells and equipment on the Well Pads. Operator will not oppose, condition or delay any requests for variances permissible under the COGCC Rules or that would place building units 500 feet or greater from a production facility or a well on a Well Pad. Owner agrees not to seek variances to place a building unit closer than 500 feet to a production facility or a well on a Well Pad without the consent of the Operator, which consent will not be unreasonably withheld, conditioned or delayed.

6.4. Owner shall not support the enactment of any regulatory requirement that is inconsistent with this Agreement or that would interfere with Operator’s right to develop oil and gas under this Agreement.

6.5. Operator agrees to waive notice for surface development in a form acceptable to the City to facilitate processing of the Framework Development Plan for the Highlands Development.

7. **Wells and Facilities.**

7.1. Operator shall not drill any well on the Section 28 Lands unless the surface location of the well is within the Well Pad of the OGOA.

7.2. Operator may drill as many wells as it deems necessary within the Well Pad; provided, however, that, except to the extent a later date is permissible under the provisions of the Relocation Agreement, drilling and completion of new wells may not be conducted on the



Well Pad after December 31, 2024 (as such date may be extended on the terms of the Relocation Agreement).

- 7.3. Operator shall keep the OGOA in good order and at all times keep its well sites in good order and free of litter, debris, trash or spilled hydrocarbons. Paint used by Operator on tanks and equipment located within the OGOA shall be of a color acceptable to AH and complies with COGCC regulations.
- 7.4. Operator shall remove any produced water from the wells on the Well Pad, including, without limitation, by truck, and properly dispose of it in accordance with all COGCC regulations in accordance with the standards of a reasonable and prudent operator and best safety practices. All produced water and fluids from wells on the OGOA will be transported to a state approved waste water disposal well or other state approved waste water disposal facilities or water storage facilities that are not located on the OGOA. No water produced or utilized in oil and gas operations on the OGOA shall be disposed of by pit evaporation, road spreading, or discharge to surface water on the Section 28 Lands. Operator may have an "emergency pit" within the area of the OGOA during drilling, completions, and reworking operations for produced water but shall not have evaporation pits or any other pits.
- 7.5. Operator shall locate all permanent, above-ground well facilities within the Well Pad of the OGOA. Operator will configure the layout of its production equipment on the Well Pad to maximize setbacks of its equipment from roads and road rights of way and from improvements on the ATEC.
- 7.6. Operator shall design its facilities so as to be able to accommodate fencing and landscaping on the perimeter of a Well Pad that may be required by the City. AH may construct walls, screens, or other measures to mitigate the visual impact of facilities on the Well Pad ("Visual Mitigation"). Any Visual Mitigation will be installed and maintained at the sole cost of AH. Visual Mitigation must comply with regulations and Operator's safety policies. AH shall obtain Operator's consent prior to installation of Visual Mitigation. Operator shall not unreasonably withhold consent.
- 7.7. The use of compressors within the OGOA is limited to units serving wells located within the Well Pad on the OGOA.
- 7.8. On and after January 1, 2025, prior to commencing, and while conducting, drilling and completion operations within 2,000 feet of an occupied building, Operator shall install sound walls, sound and light mitigation improvements, fencing, and other screening measures and utilize other best management practices required by the City or the COGCC to satisfy setback and impact requirements.

## 8 Pipelines.

- 8.1 All of Operator's pipelines and related above-ground pipeline facilities or equipment installed under this Agreement will be placed within the Well Pad or ROWs. "Pipeline" as used in this Agreement shall include all Crude Oil Transfer Lines, Wellhead Lines, Off-Location Flowlines, Produced Water Flowlines, and Gathering Lines as those terms are defined in the

COGCC Rules. All Pipelines outside the Well Pad and in ROWs shall meet the requirements in the ROW Grants. Unless otherwise agreed in the ROWs Grant or by AH, Operator shall provide, no later than 120 days prior to installation of a utility line or Pipeline, construction documents for review and, after review, AH shall commence grading the ROW to its ultimate surface elevation to meet the planned installation date. Upon placement of such pipelines, Operator shall backfill, re-contour and reseed any disturbed areas so as not to interfere with AH's use of the areas and shall reclaim such areas in compliance with the applicable provisions of this Agreement. Settling of trenches and excavated areas shall be filled and the surface restored to normal grade and reseeded.

8.2 No later than 60 days following completion of installation, Operator shall give AH an "as-built" survey of any Pipelines installed outside of the Well Pad and within the ROW that shows depth and location. Operator shall also provide to AH copies of all Flowline and Crude Oil Transfer Lines registrations filed by Operator with the COGCC for Flowlines on the Well Pad or ROWs when they are filed with the COGCC.

8.3 If use of a pipeline is terminated, then it will be properly abandoned in accordance with the ROW Grant and Applicable Law.

8.4 Operator shall provide to AH copies of any gas leak reports and related flowline reports as they are filed by Operator with the COGCC as required by COGCC Rules.

9. **Utilities.**

9.1. If Operator constructs or contracts for the installation of any utility lines, they must be located within the Well Pad or ROWs, and Operator shall bury all utility lines unless otherwise requested by AH. Utility lines will be buried:

- In the same ditch as pipelines, to the extent feasible,
- At least 48 inches below the ultimate surface elevation of the ground as graded by AH and at the same depths below crossings for utilities, roads and drainage facilities of AH as are required for Pipelines at the crossings and in a way that allows AH to safely build roads and utilities over Operator's utility lines if necessary,
- In trenches that will be filled, compacted, and reseeded to the reasonable satisfaction of AH and otherwise in accordance with the standards required for Pipelines under Section 8.1.

9.2. No later than 60 days after the utility line is installed, Operator shall give AH an "as-built" survey of the utility line prepared by a Colorado licensed surveyor.

9.3. Owner shall allow any electric company to install utility lines on the Section 28 Lands within the ROWs and Well Pad in connection with Operator's Operations provided that the electric company complies with this Agreement. Owner shall sign any utility easements necessary to comply with this provision on terms and conditions that are mutually satisfactory to Operator and the utility company. Owner shall negotiate directly with utility provider if necessary.

10. **Roads.**

- 10.1. Operator will use Monaghan Road or Powhatan Road, and 38<sup>th</sup> Avenue, if and when they are constructed by AH, for access to the OGOA. Prior to construction of a permanent road on 38<sup>th</sup> Avenue, Operator may construct and use a temporary access road on the Section 28 Lands at the location shown on Exhibit B to access the OGOA. Operator shall not construct any roads other than access roads described in Exhibit B on the Section 28 Lands, or use 26<sup>th</sup> Avenue for access to the OGOA or ROWs (except as set forth in the ROW Grant) without AH's consent, which may be withheld in AH's sole discretion. If AH consents to the construction of any new road on the Section 28 Lands, the Parties shall agree on the location, specifications, maintenance, use and reclamation of the roads. No off-road travel by Operator or its contractors is permitted.
  - 10.1.1. Notwithstanding the foregoing, Owner shall not prevent Operator from accessing the Section 28 Lands or its OGOA by not allowing road construction.
- 10.2. With respect to any access roads constructed by Operator as provided in Section 10.1, the following shall apply:
  - 10.2.1. The surface of all roadways will be made of compacted gravel, will not exceed 24 feet in width for traveled surface, and will comply with all Applicable Law. Culverts will be placed in low areas for proper drainage.
  - 10.2.2. Operator will maintain existing and newly constructed roads used by Operator to the reasonable satisfaction of AH and as required by Applicable Laws. Operator agrees to keep roads used by it free of weeds, debris, and litter, and to conduct periodic pickup of trash caused by its operations or its contractors or employees. Operator will maintain unpaved roads used by it in good condition without excessive rutting or erosion so as to be passable by two-wheel drive pickup trucks or similar vehicles. Such maintenance may include ditching, graveling, blading, mowing grass to avoid fire danger, installing and cleaning cattle guards, and spraying for noxious weeds. Subject to the provisions of Section 10.2.3 below, Operator will maintain paved roads used by Operator in good condition in compliance with applicable provisions of this Section, and Operator will repair damages resulting from Operator's use of such roads. Maintenance work will be done at such reasonable times as AH will request. Owner will have no responsibility for road maintenance; provided, however, that Owner will repair any damage to such roads caused by Owner or its licensees or permittees or caused by the use of roads by Owner or its contractors.
  - 10.2.3. AH, at its expense, may pave temporary roads, or sections thereof, utilized by Operator, in which event the paved road will be engineered and constructed to carry vehicles with a gross vehicle weight rating (GVWR) of at least 104,000 pounds and a gross axle weight rating (GAWR) of at least 26,000 pounds per axle (the "**Paved Road Standard**"). Paved roads will be subject to the maintenance requirements of Section 10.2.2; provided, however, that (notwithstanding any provision of Section 10.2.2 or this Agreement to the contrary) Operator will not be responsible for damages to the travel surface of paved roads that were not constructed in compliance with the Paved Road Standards unless such damage was

caused by the gross negligence or willful misconduct of Operator or its contractors.

- 10.2.4. Operator agrees, if requested by AH, to place an appropriate sign or signs on any road designating them as "private roads" and to assist AH in the control of the use of such roads by unauthorized users. The size and color of these and any other signs on the ROW or Well Pad will be subject to AH's approval.
- 10.2.5. Upon the cessation of use of any temporary road, Operator will reclaim the affected portions of the OGOA and ROW in accordance with the provisions of Section 12 of this Agreement. AH and Operator may agree to leave temporary roads in place.
- 10.2.6. Unless otherwise indicated by Applicable Laws, Operator and its contractors shall observe a safe speed limit, not to exceed 20 miles per hour, at all times on all roads.
- 10.2.7. AH shall have the right to relocate any road, provided that such relocation does not unreasonably interfere with Operator's Operations. Any relocated road shall be of similar utility, and all costs associated with such relocation, other than maintenance by Operator to the standards set forth in this Agreement, shall be at AH's expense.
- 10.2.8. AH reserves the right to use all such roads for any purpose which does not materially interfere with Operator's Operations.
- 10.2.9. Operator shall use the roads on the Section 28 Lands in a reasonable and prudent manner and shall use commercially reasonable efforts to limit vehicular traffic to the minimum number of vehicles reasonably required to conduct the Operations contemplated in this Agreement. Operator shall undertake reasonable precautions to avoid any damage, other than normal wear and tear to gates, bridges, roads, culverts, cattle guards, fences, dams, dikes, or other facilities of Owner or third parties who are on the Section 28 Lands by permission of or succession to Owner. All damages caused by Operator, its agents, employees, assigns, contractors and subcontractors shall be repaired by Operator as soon as possible to the condition existing immediately prior to such damage.

## 11. **Relocation of ROWs**

- 11.1. AH may request to change the location of any of the ROWs. In order to change the location, AH and Operator shall follow these steps:
  - 11.1.1. AH shall provide notice to Operator of the desired relocation. Notice must include the new location;
  - 11.1.2. Relocating the ROW must not interfere with safety, maintenance, and Operations within the current ROW and OGOA;
  - 11.1.3. Operator shall give AH a good faith estimate of all costs for relocating roads, pipelines, and other appurtenances to the new ROW (including engineering costs and lost production time and volumes and its business impact) ("**Relocation Estimate**");

- 11.1.4. AH may withdraw its request to change the location of the ROW within 10 days after receiving the Relocation Estimate;
- 11.1.5. Prior to Operator beginning the relocation, AH shall pay Operator the amount of the Relocation Estimate or give Operator a letter of credit, bond, or other security;
- 11.1.6. Operator shall then commence relocating to the new ROW within 180 days from receiving AH's initial notice if Operator has received the necessary permits;
- 11.1.7. Within 10 business days of completing the relocation, Operator will give AH an accounting of the actual costs, expenses, and value lost from relocation and, within ten (10) days thereafter:
  - AH shall reimburse Operator for the difference (if any) between (1) the sum of the actual costs, expenses, and value lost, and (2) the Relocation Estimate, or
  - Operator will refund any overpayment to AH.

12. **Reclamation and Restoration.**

- 12.1. **Compliance with Laws.** Operator shall comply with COGCC Rules 1003 and 1004 regarding interim and final reclamation of OGOAs and Well Pads. Operator shall also comply with all Applicable Law. If COGCC Rules contain different time limits for the performance of reclamation work on different categories of real property, the shortest time limit will be deemed to be applicable to the Section 28 Lands.
- 12.2. **Restoration.**
  - 12.2.1. Operator shall perform interim reclamation in accordance with COGCC Rule 1003 with respect to: (a) the OGOA and Well Pad upon Operator's determination to terminate Operations; and (b) beginning no later than January 1, 2025, or such later date granted by Owner under the Relocation Agreement, to finish the completion of wells, that portion of an OGOA outside the Well Pad, which work shall be completed within one year after commencement; and (c) that portion of the Well Pad which Operator determines is no longer necessary for the location of equipment or other Operations. Operator may ask for an extension if conditions outside of its control occur.
  - 12.2.2. Notwithstanding the foregoing, upon cessation of drilling and completion operations on a well drilled on a Well Pad, Operator shall not be required to conduct interim reclamation on such Well Pad if Operator intends to return to the Well Pad to drill additional wells; provided, however, that no such delay in the performance of interim reclamation shall extend more than two years following the termination of completion operations and the installation of surface equipment on the Well Pad; and provided further, that during the period of any such delay, Operator shall (i) continue to comply with all Applicable Law, (ii) not store materials, supplies or vehicles, (iii) not use the Well Pad for the conduct of operations or other work not related to wells on that pad, (iv) maintain berms, fencing, and other protective improvements, and (v) maintain stormwater plans and take all action necessary to protect the surface and adjacent property from stormwater, erosion and weeds, and (vi) construct such visual mitigation as

Owner shall reasonably request in order to blend with the surrounding improvements on the ATEC.

12.2.3. When Operator terminates Operations on or use of the Well Pad (including the plugging and abandonment of all wells thereon) or ROW, or portion thereof, Operator shall fully restore and level the surface of the lands affected to as near as possible to the elevation that existed at the time surface preparation for the Well Pad commenced. Operator shall use appropriate measures to prevent erosion and non-point source pollution. Operator shall abandon in place pipelines and underground utilities appurtenant to the well within the Well Pad and restore the surface. Unless a shorter time is prescribed by COGCC Rules, Operator shall use reasonable efforts to complete its work under this subsection within one year after the final plugging and abandonment of the last well within the Well Pad, without requesting an extension thereof unless a delay is caused by conditions outside of the control of the Operator.

12.3. In lieu of restoration pursuant to Section 12.2, AH, in its sole discretion, may: (A) in writing specify alternate contours for such restoration that are more consistent with its existing or future development plans (in which event AH will pay Operator any incremental additional costs resulting from such change in the work); (B) direct Operator in writing not to reclaim specific areas, such as roads or utilities, that AH desires to utilize for its future use of the Section 28 Lands; or (C) to the extent permitted by Applicable Law, require Operator to pay Operator's estimated costs of reclamation work as required by Applicable Law or this Agreement to AH and, in such event, AH will conduct restoration work and Operator will be relieved of any obligation in connection therewith except as provided herein and Owner will execute a written release of Operator to that effect. To the extent required for the operation of this Section 12.3, Operator may seek an exemption from COGCC Rule 1004 pursuant to the provisions of Rule 1001.c. Any reclamation work performed by AH pursuant to this section will comply with or exceed the minimum reclamation standards imposed by COGCC Rules. Notwithstanding any other provision of this Section, however, the performance of reclamation work by AH does not relieve Operator of its environmental liability under this Agreement. Should AH choose one of the above listed alternatives to restoration, Owner shall cooperate with Operator to obtain variances and permissions from COGCC.

12.4. Revegetation. Operator shall reseed all areas disturbed by its activities with suitable grasses or vegetation approved by AH (not to be unreasonably withheld if Operator's selection complies with rules of the COGCC). Unless AH requests otherwise, no reseedling will be required on any access roads existing as of the date of this Agreement or roads designated by AH for retention. Operator shall use reasonable efforts to ensure that a growing ground cover is established upon disturbed soils and Operator shall reseed as necessary to ensure growth occurs.

12.5. Equipment Removal. Operator shall remove any redundant or unnecessary equipment from the Well Pad at the time of interim reclamation. Operator shall only install the number of tanks required to safely operate the wells.

13. **Owner's Conduct.**

- 13.1. ATCD represents and warrants that it owns the surface of the Section 28 Lands and has the legal right to grant the Surface Access to the Section 28 Lands.
- 13.2. AH Parties shall construct all landscaping and required buffering around the Well Pad to meet the City and ATCD's requirements for the ATEC. AH Parties shall give Operator 30 days notice before installing landscaping and shall give Operator a copy of their landscaping plans at that time.
- 13.3. Except as depicted on Exhibit A, Owner shall not impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or other improvements that obstruct Surface Access without notice and written consent from Operator, except as required by Applicable Law.
- 13.4. Subject to Section 1.6, AH shall not change the grade of the OGOA or ROWs as reflected in the site plan without the express written consent of Operator, which consent shall not be unreasonably withheld or delayed.
- 13.5. Owner gives permission, consent, and authorization for Operator's Operations on the Section 28 Lands and Owner shall not object to Operator's use of the surface or its Surface Access as long as it is consistent with this Agreement.
- 13.6. Owner shall:
  - 13.6.1. Not oppose any permit applications or other actions by Operator, its subsidiaries or affiliates, submit to any governing body that are consistent with this Agreement and the Relocation Agreement, and
  - 13.6.2. Provide Operator, its subsidiaries and affiliates, with any written support or endorsement they may reasonably request to obtain permits from any governing body with jurisdiction over Operations so long as they are consistent with this Agreement and the Relocation Agreement.

14. **Operator's Conduct.**

- 14.1. Operator shall conduct its Operations in a safe and workmanlike manner and in compliance with Applicable Law, with due regard for the interests and concerns of adjacent property Owner and occupants. For purposes of this Agreement, "**Applicable Law**" means all laws (including statutory and common law), rules, ordinances, regulations, codes or similar enactments by any federal, state, county, municipal or quasi-governmental entity with jurisdiction over the Section 28 Lands or any portion thereof, as they may hereafter be enacted, issued or amended, including the rules of the COGCC, ordinances of Adams County and the City and the orders, permits or requirements of any federal, state or local administrative agencies having jurisdiction over Operator's operations on the Section 28 Lands, and including Environmental Laws. Applicable Law shall also include the provisions of operator agreements between other oil and gas operators and the City insofar as they include best management practices and operating requirements that are stricter than those required by law or this Agreement with respect to the matters covered by this Agreement.

- 14.2. Operator shall construct the OGOA, Well Pads and ROWs to provide a safe working area while reasonably minimizing the total surface area disturbed.
- 14.3. Operator shall install a gate, of a style and color approved by AH, at the entrance to the Well Pad from the access road and, if requested by AH, a cattleguard at each existing fence line.
- 14.4. Operator shall control dust and erosion in all Surface Access areas as needed. Operator shall keep the OGOA, Well Pad and ROWs free of noxious weeds.
- 14.5. Operator shall comply with all requirements under Applicable Law relating to storm water runoff, sediment, and erosion control and shall obtain storm water permit(s) for all of Operator's activities. Subject to the immediately preceding sentence, Operator may install and operate on the OGOA storm water management ponds.
- 14.6. Operator, at no additional cost, may clear all trees, undergrowth and other obstructions from the Surface Access as needed.
- 14.7. Operator may park vehicles within the temporary work space of the ROW during times of construction or other work. Employees of Operator or its contractors shall not otherwise park on the Section 28 Lands outside of the OGOA and are permitted to park in the OGOA only while conducting operations on behalf of Operator. No living quarters will be constructed upon the Section 28 Lands, except those temporary living quarters used by Operator during drilling, completion or reworking activities.
- 14.8. Operator may store material (e.g., soil and gravel) excavated from the Section 28 Lands on the OGOA or ROW to be used for construction or reclamation. Operator also may import or export material to or from the Section 28 Lands for construction or reclamation. To the extent Operator has excess fill, it shall make such material available to AH at no cost.
- 14.9. Operator will conduct its Operations on the Section 28 Lands in accordance with the standards of a reasonable and prudent operator and best safety practices, including management practices and conditions of approval required by the COGCC, Adams County, or the City in approved permits and operator agreements. Without limiting the foregoing, Operator shall adhere to the Minimum Development Standards in Exhibit E.
- 14.10. None of Operator's employees, agents, or contractors, or any other person under the direction or control of Operator will be permitted to carry firearms or any other weapon on the Section 28 Lands, and such persons will not hunt, fish, or engage in recreational activities on the Section 28 Lands. No dogs will be permitted on the Section 28 Lands 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 the Section 28 Lands. This provision does not apply to law enforcement units or personnel, whether on or off duty, who may serve as security contractors for Operator.
- 14.11. None of Operator's employees, agents, or contractors, or any other persons under the direction or control of Operator will possess or be under the influence of alcohol or illegal drugs or other substances that could impair performance or otherwise create safety



concerns while on the Section 28 Lands, and Operator will have a program in place to enforce such restrictions with its contractors.

- 14.12. Operator shall notify AH in advance of any hearing or opportunities for public comment regarding permits or applications associated with the OGOA.
- 14.13. Operator, as promptly as reasonably practicable, shall pay all costs for labor and materials in connection with any work done by it or any consultants or agents of Operator upon the Section 28 Lands. Operator shall keep the OGOA free and clear of all mechanic's liens and other liens on account of such labor, materials and work done. Should any such liens be filed or recorded against any portion of the Section 28 Lands or any action affecting the title thereto be commenced, Operator shall give Owner immediate written notice thereof. Operator shall thereafter cause such liens to be removed of record as soon as possible but in no event later than thirty (30) days after the filing of the liens. If Operator desires to contest any claim of lien, it shall furnish Owner with security satisfactory to Owner of at least one hundred twenty-five percent (125%) of the amount of the claim, plus estimated costs and interest. If a final judgment establishing the validity or existence of a lien for any amount is entered, Operator shall immediately pay and satisfy the same.
- 14.14. Any Hazardous Materials not used in Operator's oil and gas operations pursuant to customary and prudent practice are barred from the Section 28 Land, and any Hazardous Materials brought to the Section 28 Land shall be safely and adequately contained in order to avoid any release or adverse impact to the Section 28 Land or any person.

## **15 Tax Abatement Period.**

- 15.1 During the Tax Abatement Period, Owner shall not consent to, and shall use best efforts to oppose all attempts to:
  - 15.1.1 create any District that would include the Well Pad, Operator's interests in such Well Pad or the wells drilled thereon, production therefrom, and all rights and interests of Operator in such Well Pad arising pursuant to this Agreement within such District's boundaries or jurisdictions;
  - 15.1.2 include the Well Pad, Operator's interests in such Well Pad or the wells drilled thereon, production therefrom, and all rights and interests of Operator in such Well Pad arising pursuant to this Agreement within the boundaries or jurisdictions of any existing District of which it is not currently included in, including, without limitation, the Aerotropolis Area Coordinating Metropolitan District;
  - 15.1.3 impose or increase any mill levy or other tax, fee, or other charge of any District (other than the five mill levy imposed, or to be imposed, by the Regional Transportation Authority) upon the Well Pad, Operator's interests in such Well Pads or the wells drilled thereon, production therefrom, and all rights and interests of Operator in such Well Pads arising pursuant to this Agreement; or
  - 15.1.4 impose any covenants, conditions, rules, regulations, review or approval processes, design or architectural standards, assessments, zoning, overlays, entitlements,

matters of record, master plans, comprehensive plans, or other restrictions on the Well Pad, Operator's interests in such Well Pads or the wells drilled thereon, production therefrom, and all rights and interests of Operator in such Well Pad arising pursuant to this Agreement, which are more restrictive than the provisions set forth in this Agreement, whether imposed by a District or other body, entity, or person.

- 15.2 For the purposes of this Paragraph, "**District**" means any special district formed pursuant to Article 1 of Title 32 of the Colorado Revised Statutes; any urban renewal authority, downtown development authority, business improvement district, special improvement district, or other body or entity formed pursuant to Article 25 of Title 31 of the Colorado Revised Statutes; any common interest community, condominium community, cooperative, or planned community formed pursuant to Article 33.3 of Title 38 of the Colorado Revised Statutes, commonly referred to as the Colorado Common Interest Ownership Act; or any other body or entity with the power to impose taxes, assessment, charges, or fees upon the Section 28 Lands; provided, however, that so long as its mill levy does not exceed five (5) mills, "**District**" for purposes of this Article 15 does not include the Aerotropolis Regional Transportation Authority. Operator acknowledges that the Well Pad, as part of the inclusion of Section 28, may be included into the Regional Transportation Authority and Operator consents to such inclusion.
- 15.3 The Tax Abatement Period will be in effect for a period of 11 years from October 29, 2018 ("**Tax Abatement Period**"). Subsequent to the expiration of the Tax Abatement Period, and so long as this Agreement remains in effect, AH shall have the right to include or consent to the inclusion of the Well Pads within the boundaries of a District, provided that the total combined mill levy for such District or Districts, including all mill levies for debt service and operations and maintenance, for Operator is not higher than that of other businesses located within the District(s). Upon expiration of the Tax Abatement Period, AH shall also have the right to subject the OGOA to any covenants, conditions or restrictions that are generally applicable to other similarly situated non-residential properties within the vicinity of the OGOA, provided that no such covenants, conditions or restrictions shall conflict with or limit the rights of Operator then available under the Relocation Agreement or the Development Agreements defined therein or any permits or approvals issued by the COGCC and the City of Aurora, and any assessments imposed against the OGOA or any wells or production facilities thereon by such covenants, conditions and restrictions shall not exceed, on a per acre or other comparable basis, the amount of any assessments imposed against other non-residential properties that are subject to such covenants, conditions and restrictions. Upon request of AH, Operator agrees to execute and deliver an acknowledgment that the Tax Abatement Period has expired.
- 15.4 If any property covered by Operator's rights and interests described in Section 15.1.1 is included in a District without Operator's consent during the Tax Abatement Period, AH agrees to immediately request exclusion of all such property from such District.
- 15.5 Notwithstanding the foregoing, during each tax year until the Well Pad is included in a District, Operator will pay to the District an operating and maintenance fee of 3 mills for all producing new wells on the OGOA to offset the cost of infrastructure provided by the District. The District will be preparing the pre-inclusion standby agreement to recognize

the pre-inclusion O&M contribution in terms that acknowledge the temporary surface occupation during development and initial production and the contemporary infrastructure being installed that they will benefit from and all parties acknowledge that this represents a fair and reasonable contribution pre-inclusion.

16 **Water Quality and Quantity.**

- 16.1 Operator shall comply with all applicable provisions of COGCC Rule 615, as well as any other water testing requirements of Applicable Law. If the regulations of the COGCC now or in the future require more frequent or stringent mitigation or remediation, such standards shall be implemented.

17 **ATEC Protective Provisions.**

- 17.1 The ATEC will have covenants and restrictions regarding property development, construction of buildings and other improvements, zoning and other customary matters (“ATEC Restrictions”). Operator, its Leases, and Surface Access for Operator will not be subject to the ATEC Restrictions which are more restrictive than the provisions set forth in this Agreement.
- 17.2 Operator shall not object, oppose, or seek to prevent AH from:
- 17.2.1 obtaining any required permits to develop the Section 28 Lands for such commercial, industrial and other uses consistent with its purpose as an ATEC as AH determines from time to time, or
- 17.2.2 developing the Section 28 Lands as an ATEC, subject to Operator’s rights under this Agreement.
- 17.3 Operator agrees that it will conduct its Operations under this Agreement with due regard for the properties, improvements, businesses, operations, and activities of the ATEC and the Highlands Development. AH agrees that it will conduct its operations in the ATEC with due regard for the properties, oil and gas operations and activities of Operator on the OGOA under this Agreement.
- 17.4 Operator shall consult with AH on signage around Well Pad and roads and shall comply with AH’s requests as reasonably practicable and allowed by law.

- 18 **Notice.** Any notice permitted or required by this Agreement will be in writing and must be given by personal delivery, United States mail, overnight courier, or another means that can confirm receipt, directed to the correct contact person. All notices so given will be effective upon hand delivery; if delivered by overnight courier, one business day after timely deposit with the courier service, charges for next business day delivery prepaid; if mailed, three days after deposit, postage prepaid, certified mail - return receipt requested, with the United States Postal Service. All notices should be sent to the following addresses:

GMT:

GMT Exploration Company LLC  
4949 S. Niagara, Suite 250

Denver, Colorado 80237  
Attn: Mr. Philip Wood  
Email: pwood@gmtexploration.com  
Telephone: (303) 586-9284

The AH Parties:

c/o Aurora Highlands LLC  
Attn: Mr. Carlo Ferreira  
250 Pilot Road, Suite 150  
Las Vegas, Nevada 89119  
Email: Carlo@cgfmgmt.com  
Telephone: (702) 349-4777

If, at any time, the interest of a party is divided among or owned by four or more co-Owner, the other party may, in its discretion, require such co-Owner to appoint a single agent with full authority to receive notices under this agreement.

**19 Damages and Indemnities.**

19.1 Limitation of Damages. No Party shall be liable for, or be required to pay, punitive, exemplary, incidental or indirect damages to the other Party for activities undertaken within the scope of this Agreement.

19.2 Indemnification. Except as to Environmental Claims governed by Section 19.3 below, each Party will be and remain responsible for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other costs associated therewith (all of the aforesaid herein referred to collectively as "Claims"), arising out of or connected with such Party's or its Indemnified Party Group's operations or activities on the Section 28 Lands, no matter when asserted. Each Party will release, defend, indemnify and hold harmless the other Party, its affiliates, and their respective members, managers, officers, directors, employees, agents and contractors, successors and assigns (the "**Indemnified Party Group**") from and against all such Claims regardless (except as expressly provided herein) of who may be at fault or otherwise responsible under any other contract, or any statute, rule or theory of law, including but not limited to theories of joint or strict liability, premises liability, and regardless of cause, but excluding gross negligence or willful misconduct of the member of the Indemnified Party Group seeking indemnity. This provision does not, and will not be construed to, create any rights directly enforceable by persons or entities not a party to this Agreement, nor does it create any separate rights in parties to this Agreement other than the right to be indemnified for Claims as provided herein.

For purposes of clarification, certain future actions of AH may include the sale of all or some portion of the Section 28 Lands to individuals or entities that are not under the control of AH. Claims asserted by such third party purchasers against Operator will not be deemed to arise from the "activities" of AH or its Indemnified Party Group within the meaning of this Section 19.2 and will not give rise to an obligation by AH to indemnify Operator.

19.3 Environmental Matters. The provisions of Section 19.2 above will not apply to any Environmental Claims, which will be governed exclusively by the following:

- 19.3.1 “**Environmental Claims**” will mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage, arising from operations on or ownership of the Section 28 Lands or ownership or operatorship of the Leases, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including any Claims arising from applicable Environmental Laws (as defined below) or relating to naturally occurring radioactive material. Environmental Claims will not include the costs of any remediation undertaken voluntarily by any party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party.
- 19.3.2 “**Environmental Laws**” will mean any Applicable Law which relates to or otherwise imposes liability, obligation, or standards with respect to pollution or protection of the environment, and the use, generation, migration, storage, removal, treatment, remedy, discharge, release, transportation, disposal, or cleanup of Hazardous Material, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401 - 1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et seq.), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601 - 2629).
- 19.3.3 “**Hazardous Material**” means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Colorado or the United States Government or other substance or material (regardless of physical form) that is subject to any Environmental Law that regulates or establishes standards of conduct in connection with, or that otherwise relates to, the protection of human health, plant life, animal life, natural resources, property, or the enjoyment of life or property from the presence in the environment of any solid, liquid, gas, odor, noise, or form of energy.
- 19.3.4 Indemnification. Operator will protect, defend, indemnify, and hold harmless Owner and its Indemnified Party Group from any Environmental Claims that arise out of Operator’s Operations on the Section 28 Lands or the ownership and operation by Operator or any member of its Indemnified Party Group of any wells, equipment, fixtures or other property on the Section 28 Lands or any Pipeline or ROW on the Section 28 Lands. This indemnity specifically covers Environmental Claims arising from the drilling, completion or fracturing or refracturing of any well drilled by Operator on the Section 28 Lands or lands pooled or unitized therewith. AH will fully protect, defend indemnify and hold harmless Operator and its Indemnified Party Group from any and all Environmental Claims relating to the Section 28 Lands that arise out of AH’s operations on the Section 28 Lands. The indemnities contained in this Section are regardless (except as expressly provided herein) of who may be at fault or otherwise responsible under any other contract, or any statute, rule or theory of law, including but not limited to theories of joint or strict liability, premises liability, and regardless of cause, but excluding gross negligence or willful misconduct of the indemnified Party or any member of its Indemnified Party Group.

- 19.4 Exclusion from Indemnities. The indemnities of the Parties contained in Sections 19.2 or 19.3 will not cover or include any amounts which the indemnified Party is actually reimbursed by any third party, net of reasonable attorney's fees and costs incurred by the indemnified Party in recovering such amounts. The indemnities in this Agreement will not relieve any party from any obligation to third parties.
- 19.5 Effect of Assignment. The provisions of this Section 19, including the indemnifying Party's indemnification and defense obligations, shall survive the expiration or earlier termination of this Agreement and the assignment by a Party of its interest in the Section 28 Lands to the extent the acts or omissions giving rise to such obligations arose or accrued from that Party's operations or activities occurring prior to such assignment.

20 Environmental matters.

- 20.1 Spill or Release. In the case of a release, spill, leak or discharge of Hazardous Material as a result of Operator's Operations on or in the Section 28 Lands or other lands, Operator shall take immediate and necessary measures to control the spill or release to the extent possible and shall as soon as possible take all necessary action to remediate the affected area and prevent harm to human health and safety and to the environment, including wildlife, in accordance with applicable Environmental Laws. Operator shall reimburse AH for any penalties and costs and expenses or damages incurred by AH or any member of AH's Indemnified Party Group as a result of the release spill, leak or discharge. Operator shall give AH prompt notice of any release, spill, leak or discharge in amounts subject to reporting under Applicable Law immediately upon Operator's discovery thereof.
- 20.2 Environmental Reports. At Owner's request, Operator shall make available for inspection and copying by Owner, upon reasonable notice and at reasonable times, any or all of the documents or materials that Operator has prepared and submitted to any governmental or regulatory agency. In addition to the notice required pursuant to Section 20.1 and if there is a requirement to file any notice or report of a release of any Hazardous Materials on, under or about the Section 28 Lands, Operator shall provide a copy of such report or notice to Owner within 48 hours of filing.
- 20.3 Environmental Testing. Subject to applicable rules or regulations of any governmental entities having jurisdiction, and upon Owner's reasonable request and with just cause evidenced by an incident described in Section 20.1 or a reported incident pursuant to Section 20.2, Operator shall conduct, and shall allow Owner to conduct, at Owner's sole cost and expense, testing and monitoring as is necessary to determine whether any Hazardous Materials have allegedly entered the soil, ground water, or surface water on or under the Section 28 Lands due to Operator's use or occupation of the Section 28 Land; provided, however, that any such testing and monitoring shall not unreasonably interfere with Operator's business or operations at the Section 28 Lands.
- 20.4 Remediation. To the extent that Hazardous Materials are discovered on the Section 28 Lands or adjacent land which have resulted from Operator's oil and gas operations, Operator shall (i) be liable for remediation of the resulting contamination to the soil, ground water or surface water from Hazardous Materials on the Section 28 Lands or adjacent land and payment of any costs, damages, fines or fees resulting therefrom, (ii) promptly remediate any such contamination, and (iii) reimburse Owner for all out-of-pocket

expenses incurred in connection therewith, including any testing performed by Owner. Upon termination or expiration of this Agreement, Operator shall, at its sole cost and expense, investigate and, to the extent that remediation is required by applicable environmental requirements, remediate contamination at, on, under or migrating from the Land, as a result of Operator's use or occupancy of the Section 28 Lands during the term of this Agreement or as a result of oil and gas operations conducted on the Section 28 Lands by Operator; provided, however, that Operator shall have no duty whatsoever to investigate or remediate contamination (i) existing at or on the Section 28 Lands prior to the effective date of this Agreement and not enhanced or worsened by Operator, (ii) attributable to Owner or (iii) for which remediation is not required by applicable Environmental Laws. To the extent that Operator is required to perform remediation activities pursuant to the terms of this Agreement, Operator shall cause all such activities to be performed by a certified and licensed contractor in compliance with Applicable Law. Operator shall perform such activities in a manner that will not interfere with or damage any operations or improvements then on the ATEC. Following any remediation activities performed by Operator pursuant to the terms of this Agreement, Operator shall reclaim the affected area to its approximate condition at the commencement of this Agreement. In the event that Operator fails to reasonably and completely perform its investigation and remediation obligations hereunder, then without relieving Operator of its obligations under this Agreement Owner may perform such investigation and remediation at Operator's cost, and Operator shall, upon Owner's request and furnishing of invoices and accounting records related to such remediation, promptly reimburse Owner for its costs of such activities.

21     **Inspections.** Upon reasonable advance notice to Operator, AH and its authorized agents and representatives will have access to the OGOA and will have, at their sole risk and expense, the right to witness and observe all Operations conducted thereon, including the drilling, logging, testing, casing, completing, and plugging and abandonment of any well thereon. If AH elects to access the OGOA, it will abide by Operator's safety procedures and AH must be accompanied by Operator's designated representative. AH will indemnify, defend and save and hold harmless Operator, its parent, subsidiaries, affiliates, and contractors, and each of their respective directors, officers, employees, agents and representatives from and against any claims and liabilities for damage to property or injury to persons arising out of the acts or omissions of AH or its agents or representatives in connection with such inspections.

22     **Assignability.**

22.1     Operator shall not assign or delegate all or any right or obligation of this Agreement, other than to an affiliate, without the prior written consent of AH, which shall not be unreasonably withheld; provided, however, that any transfer of this Agreement to an affiliate with intent for the affiliate to transfer this Agreement to an unrelated third party shall be subject to the assignment restrictions of this Section 22.1. Transferee's ability to reasonably demonstrate financial, technical, or operational capability and its compliance with the insurance requirements of Sections 27.1 and 27.2 are acceptable criteria for determining if consent is reasonable or not. Notwithstanding the foregoing, no assignment or delegation of rights or obligations under this Agreement shall be effective except as appurtenant to an assignment of interest in the Leases. No assignment will be effective unless and until the assignee has executed an instrument expressly agreeing to assume all of Operator's obligations under this Agreement.

22.2 Transfer of Owner's Interest in Section 28 Lands.

22.2.1 A transfer of Owner's interest in this Agreement will only be binding on Operator if Owner provides Operator with:

- written notice and
- Copies of all recorded documents necessary to confirm the assignment.

22.2.2 A transfer of Owner's interest in the Section 28 Lands will not affect Operator's obligations under this Agreement or its ability to perform Operations.

23 Default.

23.1 In the event Owner considers that Operator has not complied with all its obligations hereunder, either express or implied, Owner shall notify Operator in writing, setting out specifically in what respects Operator has allegedly breached this Agreement. Operator shall then have thirty (30) days after receipt of said notice within which to correct the breaches alleged by Owner (if such condition can be cured within thirty days) or commence to cure and complete such cure within a reasonable time period (if cure is reasonably expected to require more than thirty days). The service of said notice shall be precedent to the bringing of any action by Owner for any alleged breach of this Agreement, and no such action shall be brought until the lapse of the cure period stated above if Operator fails to cure or commence to cure in the manner specified in the immediately preceding sentence. Neither the service of said notice nor the doing of any acts by Operator aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Operator has failed to perform all its obligations hereunder. This Agreement shall never be forfeited or cancelled for failure to perform in whole or in part any of its material covenants, conditions, or stipulations until a judicial determination is made that such failure exists. If, after the passage of the cure period specified herein, Owner deems that Operator has failed to cure, or to undertake action that would reasonably lead to the cure of, an alleged breach, it may take any legal action or seek any equitable relief available to it under this Agreement or Applicable Law, including but not limited to Agreement termination for material breach. Owner's exercise of any remedy shall not preclude the exercise of any other right or remedy whether herein set forth or existing at law or equity. Owner's exercise of or failure to exercise any right or remedy available to it does not constitute a waiver thereof or of the default by Operator. Owner's acceptance of performance due under this Agreement at a time when Owner has knowledge of any default does not constitute a waiver of such default or of any right or remedy of Owner.

23.2 Notwithstanding the foregoing, the Parties agree that if this Agreement is determined by a court with jurisdiction over the matter to be breached and not cured by a Party, or if such court determines that a breach is threatened, the other Party may suffer irreparable harm and that monetary damages may not be adequate to compensate such Party for such harm, and therefore that without limiting any other remedy available at law or in equity, an injunction, restraining order, specific performance and other forms of equitable relief will be available to such Party to enforce the obligations of this Agreement, without the requirement of posting bond.

24 Binding Effect. This Agreement binds and benefits the Parties and their respective permitted successors and assignees. The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors and permitted assigns, and shall



run with Owner's surface estate in the Section 28 Lands and with Operator's oil and gas leasehold estate in the Section 28 Lands.

- 25 **Term**. This Agreement will be effective for the duration of Operator's Leases or until the date of reassignment of the Leases to the AH Parties or their designees as provided in the Relocation Agreement if such reassignment occurs before the Leases have terminated. Termination of this Agreement shall not relieve Operator from liabilities or obligations incurred during the term of this Agreement prior to such termination. Sections 10 – 22, inclusive, and Sections 24 – 42, inclusive, shall survive termination of this Agreement.
- 26 **Force Majeure**. Any time limit for the performance of obligations under this Agreement (including but not limited to the completion of reclamation responsibilities, but excluding the payment of money) shall be extended for the affected obligations for delays due to fire, earthquake, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, acts of terrorism, strike or labor disputes, government laws, rules, regulations, orders, inability to obtain necessary permits (other than as a result of failure to comply with requirements of the issuing governmental authority), shut-downs or delays, pandemics, and other like casualty or other causes beyond its reasonable control ("**Force Majeure**"); provided, however, that:
- the Party claiming such delay shall give the other Parties prompt written notice of the Force Majeure event with reasonably full particulars concerning the same and thereupon the obligations of the Party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance thereof;
  - the affected Party shall use diligent, reasonable efforts to minimize the duration of any delay; and
  - such responsibilities shall continue, but with an extension of the completion deadline.

Force Majeure will not extend the deadlines in this Agreement for the revision and termination of setbacks as provided in Section 6.2, the drilling and completion of wells as provided in Section 7.2 (subject to any extension provisions contained in the Relocation Agreement) or the termination of the Tax Abatement Period as provided in Section 15.3.

27. **Insurance**.

27.1. Insurance Requirements. Operator will maintain during the term of this Agreement:

27.1.1. Commercial general liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) for injury or death to any one person per occurrence with an aggregate limit of not less than Two Million Dollars (\$2,000,000.00) and not less than Two Million Dollars (\$2,000,000.00) for property damage per occurrence. Such policies shall include coverage for premises operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, independent contractors and personal injury coverage including coverage for construction, operation and maintenance of pipelines for gathering, transporting or storing natural gas, oil and water;

- 27.1.2. Automobile liability insurance covering owned, non-owned and hired automobiles with a combined single limit for Bodily Injury and Property Damage liability in an amount not less than One Million Dollars (\$1,000,000.00);
  - 27.1.3. Operator's extra expense indemnity insurance, with a combined single limit of at least \$2,000,000.00 including coverage for clean-up, seepage, and pollution;
  - 27.1.4. Excess umbrella liability policy of at least \$10,000,000.00, which coverage and exclusions shall be identical to the insurance policies required under subparagraphs 27.1.1, 27.1.2, and 27.1.3. above; and
  - 27.1.5. Workers' compensation insurance as required by the State of Colorado and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000.00).
- 27.2. Commercial general liability and automobile forms of insurance carried by Operator shall either name Owner as an additional insured or shall include an endorsement for liability on a blanket basis "as required by written contract". No later than 30 days following execution of this Agreement, Operator shall furnish Owner with applicable certificates of insurance showing the coverage in force in the amounts stated above and providing for thirty (30) days' written Notice to Owner of any cancellation, substantial modification or termination of said policies.
- 27.3. Waiver and Subrogation: Operator waives any and all rights to recover against Owner or against Owner's contractors or agents and the officers, directors, employees and agents of each for any loss or damage to Operator's or its Indemnified Party Group's property or any injury to any member of its Indemnified Party Group arising from any cause which is covered or required to be covered by the insurance required pursuant to this Agreement to the extent of the limits of the applicable policy. Operator shall cause its insurers and its contractors' insurers to waive such insurers' subrogation rights under the applicable policies as against the beneficiaries of this waiver. Operator shall ensure that its contractors have adequate insurance commensurate with the nature and scope of their respective goods and services in accordance with prudent industry practice. Neither failure to comply, nor full compliance, with the insurance provisions of this Agreement shall limit or relieve Operator from its indemnity obligations in accordance with this Agreement. Operator agrees to maintain all such liability insurance in accordance with the terms of this Section 27 until the termination of this Agreement.

28. **Bond.**

- 28.1. Compliance with Laws. Operator agrees to promptly purchase and post any and all bonds, supplemental bonds or other security which may be required of it pursuant to Applicable Law.

29. **Conflicts.** In the event of any conflict between this Agreement and the provisions of any exhibit hereto, the terms and provisions of this Agreement will control.

30. **No Third-Party Beneficiaries.** This Agreement does not, and will not be construed to, create any rights in persons or entities not a party to this Agreement.
31. **Dispute Resolution.**
- 31.1. The Parties agree that the appropriate, exclusive and convenient forum for any disputes between any of the Parties arising out of or relating to this Agreement shall be in any state or federal court in Adams County, Colorado, and each of the Parties irrevocably submits to the jurisdiction of such courts solely in respect of any proceeding arising out of or related to this Agreement and agrees that such courts are convenient and appropriate for any disputes arising out of or relating to this Agreement.
- 31.2. THE PARTIES AGREE THAT THEY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT.
32. **Amendments.** This Agreement may only be amended by the written agreement of both parties.
33. **Construction of Agreement.** References made in this Agreement, including use of a pronoun, will be deemed to include where applicable, masculine, feminine, singular or plural, individuals or entities. The word "including" will mean "including, without limitation." The provisions of this Agreement have been independently, separately and freely negotiated by Owner and Operator as if drafted by both. The parties waive any statutory or common law presumption that would serve to have this Agreement construed in favor of or against either of them.
34. **Applicable Law.** This Agreement will be governed by and interpreted in accordance with the law of Colorado, excluding any choice of law provisions that would refer the matter to the laws of another jurisdiction.
35. **Relationship of Owner and Operator.** This Agreement does not create a partnership, joint venture, fiduciary duty, or any other special relationship between Owner and Operator.
36. **Severability.** If any provision of this Agreement is illegal, invalid or unenforceable under present or future laws applicable to this Agreement, Owner and Operator intend that the remainder of this Agreement will remain in full force and effect so as to fulfill as fully as possible their intent as expressed by the then existing terms of this Agreement, including the invalidated provision.
37. **Further Assurances.** Each Party shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such instruments and take such other actions as may be reasonably necessary or advisable to consummate the transactions contemplated by this Agreement.
38. **Will Not Diminish Other Rights.** This Agreement is a clarifying and confirming document and must not be construed as a waiver of any rights Operator or Owner has under any other agreement or instrument pertaining to the Section 28 Lands, including, without limitation, the Relocation Agreement and the agreements referenced therein. If it becomes necessary or desirable to utilize locations materially different from those agreed upon due to regulatory requirements or otherwise, the parties will negotiate a modification to this Agreement.

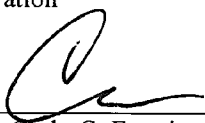
39. **Merger of Prior Agreements**. This Agreement is subject to the Relocation Agreement. This Agreement, along with the Relocation Agreement, and other specific agreements referenced in the Relocation Agreement, contain the sole and entire agreement and understanding of Owner and Operator with respect to the matters addressed in this Agreement and shall supersede all prior agreements between Owner and Operator with respect to such matters.
40. **Recording**. This Agreement, and any amendment to this Agreement, will be promptly recorded by Operator, and Operator shall provide AH with a copy showing the recording information as soon as practicable. The Agreement constitutes a covenant running with title to the Section 28 Lands as a burden thereon, for benefit of the parties, and enforceable by the parties and their successors and assigns.
41. **Counterparts**. This Agreement may be executed in two or more original counterparts, all of which together will constitute one and the same Agreement.
42. **Enforcement Costs**. If any Party defaults under this Agreement, the defaulting Party will pay any litigation costs and expenses, including reasonable attorney's fee, incurred by the non-defaulting Party in enforcing this Agreement or in seeking any remedy at law or in equity for such default.

Exhibits attached:

- Exhibit A: Preliminary Conceptual Design for Energy and Technology Center
- Exhibit B: Leases
- Exhibit C: OGOA, Well Pad and ROWs
- Exhibit D: Subsurface Easement
- Exhibit E: Minimum Development Standards

**Signature Pages Follow**

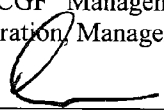
Owner:  
Aurora Highlands, LLC  
By: CGF Management, Inc., a Nevada  
corporation

  
\_\_\_\_\_  
Name: Carlo G. Ferreira

Title: President

Date: 2/1/23

Aurora Tech Center Development, LLC,  
A Colorado limited liability company  
By: CGF Management, Inc., a Nevada  
corporation, Manager

  
\_\_\_\_\_  
Name: Carlo G. Ferreira

Title: President

Date: 2/1/23

Operator:  
GMT Exploration Company LLC

\_\_\_\_\_  
Name: Philip Wood  
Title: Vice President of Land  
Date: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF Nevada  
COUNTY OF Clark

This Agreement was acknowledged before me on January 13, 2023 by Carlo G. Ferreira as President of CGF Management, Inc., a Nevada corporation, as Manager of Aurora Highlands, LLC, a Nevada limited liability company, and Aurora Tech Center Development LLC, a Colorado limited liability company.



Brienna Evans  
Notary Public, State of Colorado  
My commission expires:

STATE OF COLORADO  
CITY AND  
COUNTY OF DENVER

This Agreement was acknowledged before me on January \_\_\_, 2023 by Philip Wood, as Vice President of Land of GMT Exploration Company LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public, State of Colorado  
My commission expires:

Electronically Recorded RECEPTION#: 2023000026004,  
5/9/2023 at 3:40 PM, 31 OF 48,  
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.


Owner:  
Aurora Highlands, LLC  
By: CGF Management, Inc., a Nevada  
corporation

\_\_\_\_\_  
Name: Carlo G. Ferreira  
Title: President  
Date: \_\_\_\_\_

Aurora Tech Center Development, LLC,  
A Colorado limited liability company  
By: CGF Management, Inc., a Nevada  
corporation, Manager

\_\_\_\_\_  
Name: Carlo G. Ferreira  
Title: President  
Date: \_\_\_\_\_

Operator:  
GMT Exploration Company LLC

  
\_\_\_\_\_  
Name: Philip Wood  
Title: Vice President of Land  
Date: 1/30/2023

ACKNOWLEDGMENTS

STATE OF \_\_\_\_\_


COUNTY OF \_\_\_\_\_

This Agreement was acknowledged before me on January \_\_\_, 2023 by Carlo G. Ferreira as President of CGF Management, Inc., a Nevada corporation, as Manager of Aurora Highlands, LLC, a Nevada limited liability company, and Aurora Tech Center Development LLC, a Colorado limited liability company.

\_\_\_\_\_  
Notary Public, State of Colorado  
My commission expires:

STATE OF COLORADO  
CITY AND  
COUNTY OF DENVER

This Agreement was acknowledged before me on January 30<sup>th</sup>, 2023 by Philip Wood, as Vice President of Land of GMT Exploration Company LLC, a Delaware limited liability company.

  
\_\_\_\_\_  
Notary Public, State of Colorado  
My commission expires: 8.25.26

**KARLA JEAN HILLMAN**  
**NOTARY PUBLIC STATE OF COLORADO**  
**NOTARY ID 20224033423**  
**MY COMMISSION EXPIRES AUGUST 25, 2026**



Electronically Recorded RECEPTION#: 2023000026004,  
5/9/2023 at 3:40 PM, 33 OF 48,  
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

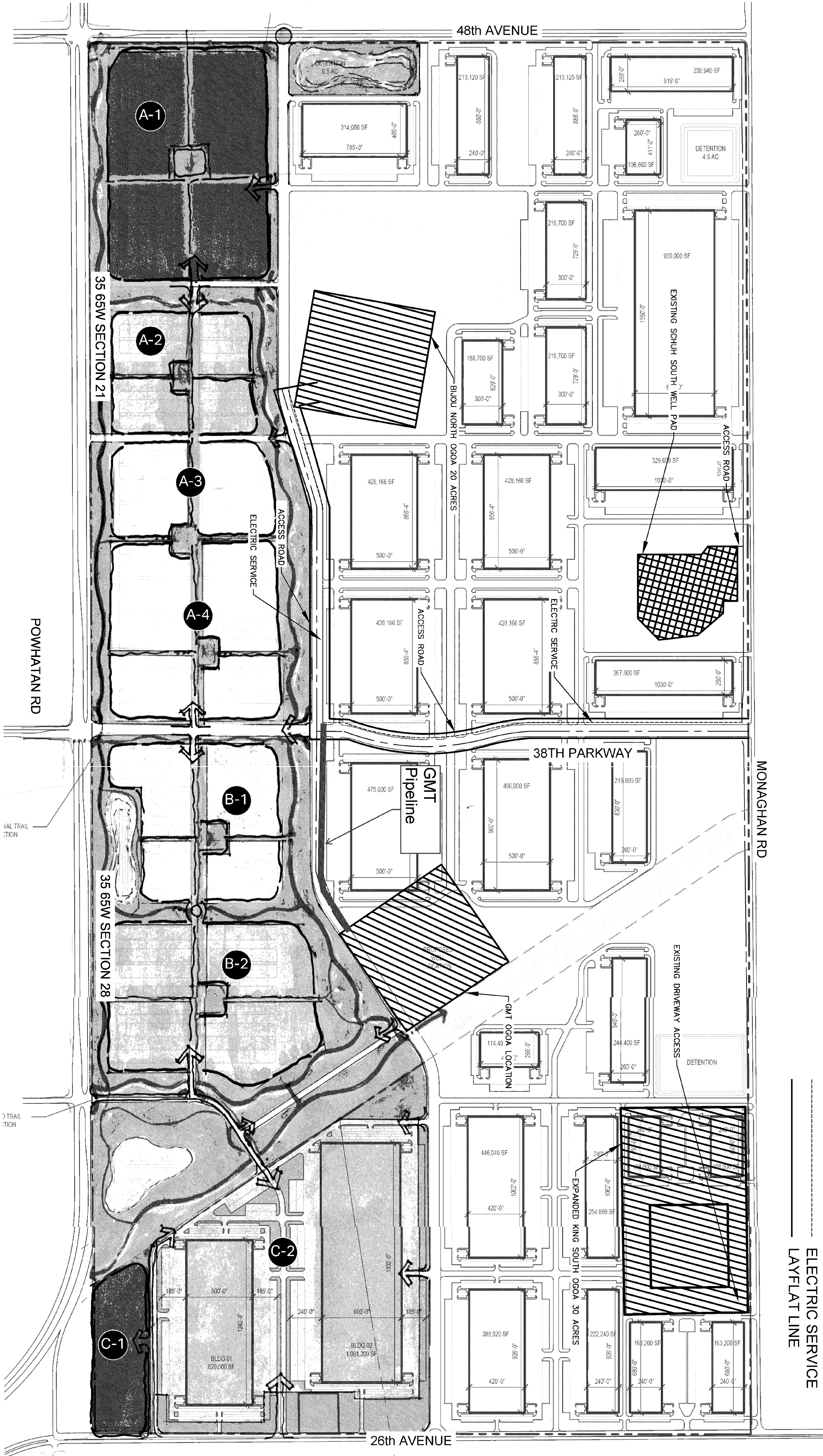
**EXHIBIT A**

**ATEC PRELIMINARY CONCEPTUAL DESIGN**

(Attached)

*[Exhibit A to Surface Use Agreement]*





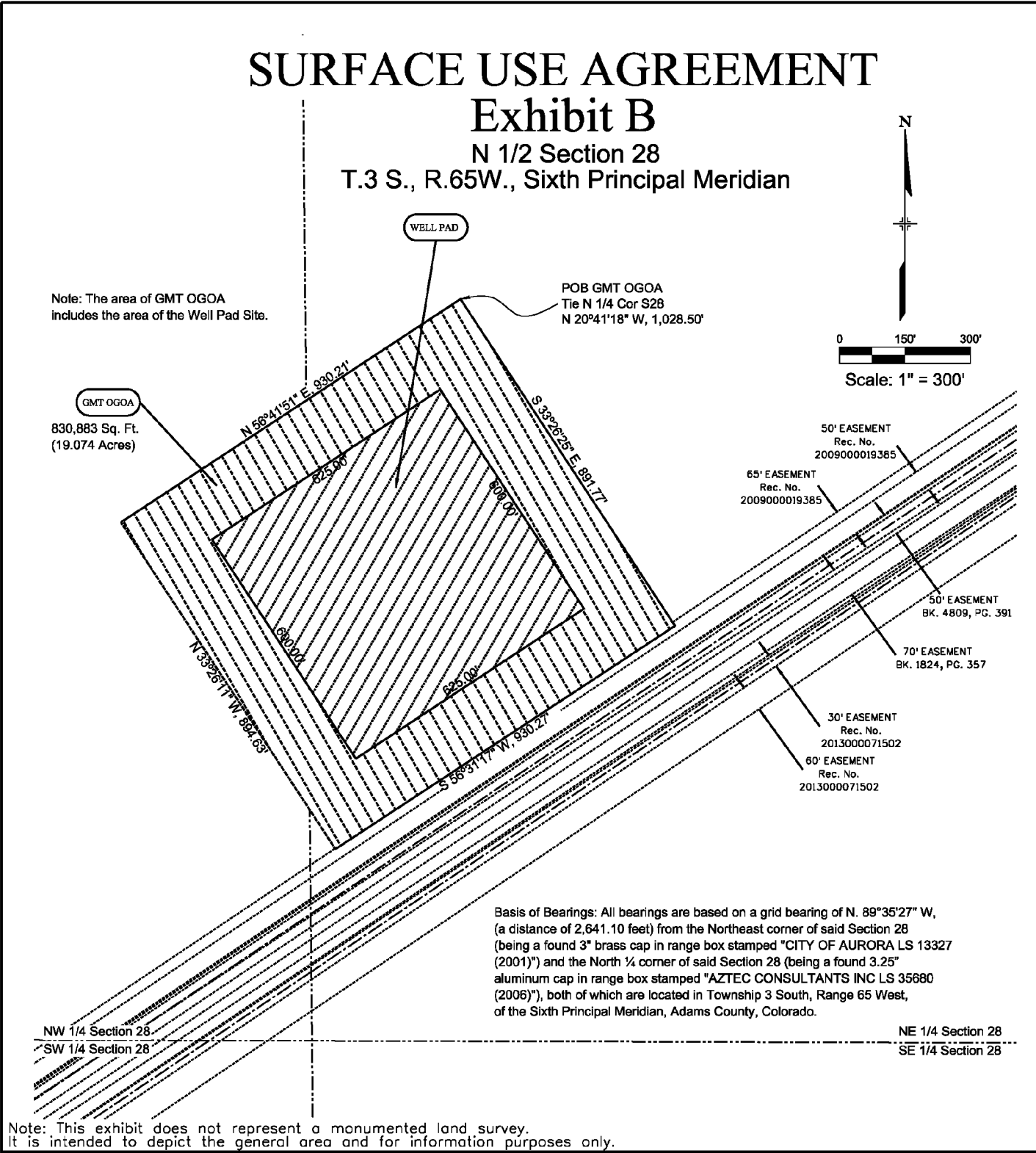
LEGEND	
	PROPOSED OGOA
	EXISTING WELL PAD TO REMAIN
	ACCESS ROAD CL
	COLLECTION PIPELINE
	ELECTRIC SERVICE
	LAYFLAT LINE



Electronically Recorded RECEPTION#: 2023000026004,  
5/9/2023 at 3:40 PM, 35 OF 48,  
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

**EXHIBIT B**  
**OGOA, WELL PAD AND RIGHT OF WAYS**  
**(Plat attached)**

*[Exhibit B to Surface Use Agreement]*



AECOM JN: 60663987			<b>Exhibit B</b> <b>GMT OGOA</b>		
DRAWN BY: CBS	DATE: 12-30-2022	SCALE: 1"=300'			
<b>AECOM</b> 7595 TECHNOLOGY WAY, DENVER, CO 80237 (303) 694-2770 FAX (303) 694-3946			TITLE: <b>OIL AND GAS PADS</b>		
			REVISION: N/A	DRAWING NO. 63987Surv GMT-OGOA EX.dwg	SHEET NO. 1 of 2

**EXHIBIT "B.1"**

**SURFACE USE AGREEMENT - GMT OGOA  
DATE: December 30, 2022  
DESCRIPTION**

A tract or parcel of land, GMT OGOA, containing 830,883 sq. ft. (19.074 acres), more or less, in the North one-half of Section 28, Township 3 South, Range 65 West, of the 6th Principal Meridian, in Adams County, Colorado, said tract or parcel of land being more particularly described as follows:

Commencing at the North quarter corner of Section 28, Township 3 South, Range 65 West, of the Sixth Principal Meridian, (being a found 3.25" aluminum cap in Range box); Thence S. 20°41'18" E., a distance of 1,028.50 feet to the Northeast corner point of said tract or parcel, said point also being the **TRUE POINT OF BEGINNING**;

1. Thence S. 33°26'25" E., a distance of 891.77 feet;
2. Thence S. 56°31'17" W., a distance of 930.27 feet;
3. Thence N. 33°26'11" W., a distance of 894.63 feet;
4. Thence N. 56°41'51" E., a distance of 930.21 feet, more or less, to the **TRUE POINT OF BEGINNING**.

The above described tract or parcel of land contains 830,883 sq. ft. (19.074 acres) more or less, and includes the area of the well pad.

Basis of Bearings: All bearings are based on a grid bearing of N. 89°35'27" W, (a distance of 2,641.10 feet) from the Northeast corner of said Section 28 (being a found 3" brass cap in range box stamped "CITY OF AURORA LS 13327 (2001)") and the North ¼ corner of said Section 28 (being a found 3.25" aluminum cap in range box stamped "AZTEC CONSULTANTS INC LS 35680 (2006)"), both of which are located in Township 3 South, Range 65 West, of the Sixth Principal Meridian, Adams County, Colorado.

The above Basis of Bearings was developed using the aliquot corners listed on the Survey Control Diagram for the Aurora Highlands prepared by Aztec Consultants, Inc. and dated May 10, 2019. This legal description was developed using the base drawing "40409\_V\_SITE\_PROP-01-02012022.dgn", and the OGOA limits as shown in the drawing "Hatch Shapes EX-9.dwg". AECOM did not perform any survey field work in the creation of this legal description, the basis of bearings and any subsequent data derived there from.

**EXHIBIT C**

**LEASES**

Lease No. 1	Date: Recorded: Lessor:  Lessee:	December 22, 2020 Reception No. 2021000026984 on March 4, 2021 The Presbytery of Denver, Presbyterian Church (USA) a Colorado Non-Profit Corporation, as successor to North Highland Presbyterian Church, as successor to North Presbyterian Church GMT Exploration Company, LLC
Lease No. 2	Date: Recorded: Lessor: Lessee:	November 16, 2017 Reception No. 2017000105218 on November 30, 2017 Majestic Commercenter II, LLC GMT Exploration Company LLC
Lease No. 3	Date: Recorded: Lessor: Lessee:	November 16, 2017 Reception No. 2017000105217 on November 30, 2017 Majestic Realty Co. GMT Exploration Company LLC.
Lease No. 4	Date: Recorded: Lessor: Lessee:	January 18, 2018 Reception No. 2018000013454 on February 15, 2018 WPC-ABC, LLC Everdeen Resources, LLC
Lease No. 5	Date: Recorded: Lessor(s): Lessee(s):	March 19, 2018 Reception No. 2018000063012 on August 3, 2018 Charles Bogert and Christine Bogert, as joint tenants GMT Exploration Company LLC
Lease No. 6	Date: Recorded: Lessor(s):  Lessee(s):	Effective July 11, 2018 Reception No. 2018000074012 on September 12, 2018 Majestic Realty Co., Timothy J. D'Angelo, Michael M. Wafer, Randall C. Hertel, Jack W. Bailey, Jr., and Richard Thomas Soeder GMT Exploration Company LLC
Lease No. 7	Date: Recorded: Lessor(s): Lessee(s):	Effective March 19, 2018 Reception No. 2018000086162 on October 24, 2018 Z and T Holdings LLC GMT Exploration Company LLC
Lease No. 8	Date: Recorded: Lessor(s):  Lessee(s):	February 20, 2020 Reception No. 2020000027826 on March 27, 2020 Thomson Logistics Assets LLC, c/o Mapletree US Management LLC GMT Exploration Company LLC

*[Exhibit C to Surface Use Agreement]*

Lease No. 9	Date: Recorded: Lessor(s): Lessee(s):	December 19, 2019 Reception No. 2020000051345 on June 9, 2020 STIHL Incorporated GMT Exploration Company LLC
Lease No. 10	Date: Recorded: Lessor(s): Lessee(s):	December 19, 2019 Reception No. 2020000062156 on July 7, 2020 SIF Aurora LLC GMT Exploration Company LLC
Lease No. 11	Date: Recorded: Lessor(s): Lessee(s):	December 19, 2019 Reception No. 2020000027825 on March 27, 2020 Public Service Company of Colorado GMT Exploration Company LLC
Lease No. 12	Date: Recorded: Lessor(s): Lessee(s):	Effective November 1, 2020 Unrecorded. (BLM File COC 080312) The United States of America, through the Secretary of the Interior, or his designated representative GMT Exploration Company LLC
Lease No. 13	Date: Recorded: Lessor(s): Lessee(s):	April 28, 2021 Reception No. 2021000063912 on May 26, 2021 Commercenter #6 Limited Liability Company GMT Exploration Company LLC
Lease No. 14	Date: Recorded: Lessor(s): Lessee(s):	April 28, 2021 Reception No. 2021000063914 on May 26, 2021 Commercenter #9 Limited Liability Company GMT Exploration Company LLC
Lease No. 15	Date: Recorded: Lessor(s): Lessee(s):	April 28, 2021 Reception No. 2021000063937 on May 26, 2021 Commercenter #7 Limited Liability Company GMT Exploration Company LLC

Electronically Recorded RECEPTION#: 2023000026004,  
5/9/2023 at 3:40 PM, 40 OF 48,  
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

**EXHIBIT D**  
**SUBSURFACE EASEMENT**  
(Attached)

*[Exhibit D to Surface Use Agreement]*



Upon recording, please return to:

GMT Exploration Company LLC  
Attn: Hans Schuster  
1560 Broadway, Suite 2000  
Denver, Colorado 80202

**SUBSURFACE EASEMENT AGREEMENT**

This subsurface easement agreement ("Agreement") is made between Aurora Highlands, LLC, a Nevada limited liability company ("AH"), Aurora Tech Center Development, LLC, a Colorado limited liability company ("ATCD") (AH and ATCD collectively, "AH Parties"), GVR King LLC, a Colorado limited liability company ("GVR King"), GVR King Commercial LLC, a Colorado limited liability company ("GVR Commercial"), Green Valley East LLC ("GVE"), and CGKOCHO LLC ("CGKOCHO" (the AH Parties, GVR King, GVR Commercial, GVE, and CGKOCHO collectively referred to as "Grantor") and GMT Exploration Company LLC, a Delaware limited liability company ("Grantee"), dated January 2, 2023 ("Effective Date").

Recitals

A. Grantor owns the surface and/or mineral estate in and to portions of the following described tracts of land situated in Adams County, Colorado:

Section 28, 29 and 30, T3S R65W, Adams County, Colorado ("Property").

B. Grantee owns oil and gas leases covering land adjacent to or including some portion of the Property ("Leases") and desires to conduct certain oil and gas operations under and through the Property to access those Leases.

Agreement

Now, therefore, Grantor and Grantee agree as follows:

1. Subsurface Easement. Grantor grants to Grantee a subsurface easement (the "Easement") under and through (a) the Well Pad (as defined in that certain Surface Use Agreement, dated as of the Effective Date, among the AH Parties and Grantee) at all depths, and (b) the Property at depths deeper than 500 feet subsurface for:

- traversing the Property with one or more horizontal oil and gas wellbores ("Wells") drilled under and through the subsurface of the Property to access the Leases for purposes of producing oil and gas therefrom; and
- conducting all operations in the Wells, including drilling, fracturing, completing, equipping, connecting, operating, producing, maintaining, relocating, reworking recompleting, and abandoning the Wells and the installation of downhole equipment.

Following completion of the Wells, Grantee agrees to provide Grantor an "as-drilled" survey plat for each Well no later than 30 days following completion of each Well.

2. No Interference. Grantee shall take all actions necessary to prevent the Wells from damaging, colliding with, or otherwise interfering with wells traversing the Property and drilled by Crestone

Peak Resources Operating LLC or its affiliate or successors from Sections 21 and 28, T3S, R65W, Adams County, Colorado.

3. Term. This Agreement will terminate and all rights herein granted to Grantee will revert to Grantor upon termination of the Surface Use Agreement entered into between Grantor and Grantee contemporaneously with this Agreement.

4. Grantee's Rights and Obligations. Grantee's rights under this Agreement are in addition to, and do not diminish, any of Grantee's rights or obligations under any oil and gas agreements or leases, easements/servitudes, or any other agreements that cover all or any portion of the Property. Except for the vertical portions of the wellbores to the Wells beneath the Well Pad, the rights granted by this Agreement do not include the right to access or use the surface of the Property or any depth between the surface and 500 feet subsurface for any purpose whatsoever and only allow Grantee to utilize and access the subsurface of the Property as described in paragraph 1.

5. Warranty of Title. Grantor makes no warranty of title with respect to the Property.

6. Assignment. Grantee may assign this Agreement in whole or in part appurtenant to assignment of its interest in the Leases but otherwise shall not make any assignment of interest in this Agreement without the consent of Grantor, which may be withheld in Grantor's sole discretion.

7. Successors and Representatives. This Agreement constitutes a covenant running with the land and will be binding on and inure to the benefit of Grantor and Grantee and their successors and assigns.

8. Severability. If any part of this Agreement is for any reason held to be invalid or unenforceable, the rest of it remains fully enforceable.

9. Headings. Headings are for convenience only and do not affect the interpretation of this Agreement.

10. Applicable Law. Colorado law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

11. Exhibits. Any exhibit referenced in this Agreement is attached and made a part of this Agreement for all purposes.

12. Further Assurances. Each of Grantor and Grantee shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such instruments and take such other actions as may be reasonably necessary or advisable to consummate the transactions contemplated by this Agreement.

13. Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

Each party is signing this Agreement on the date stated in the acknowledgments, but this Agreement is effective as of the Effective Date.

GRANTOR:

Aurora Tech Center Development LLC,  
A Colorado limited liability company  
By: CGF Management, Inc., a Nevada corporation  
Manager

\_\_\_\_\_  
Name: Carlo G. Ferreira  
Title: President

Aurora Highlands, LLC  
A Nevada limited liability company,  
BY: CGF Management, Inc., a Nevada corporation  
Manager

\_\_\_\_\_  
Carlo G. Ferreira, President

GVR King, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
By: Robert M. Evans  
Its: Manager

GVR King Commercial, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
By: Robert M. Evans  
Its: Manager

Green Valley East, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
By: Robert M. Evans  
Its: Manager

**Electronically Recorded RECEPTION#: 2023000026004,  
5/9/2023 at 3:40 PM, 44 OF 48,  
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.**

CGKOCHO, LLC,  
a Nevada limited liability company  
By Investment Manager, Inc., Manager

By: \_\_\_\_\_  
By: Robert M. Evans  
Its: Senior Vice President

GRANTEE:

GMT Exploration Company LLC,  
A Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This Agreement was acknowledged before me on January \_\_\_, 2023 by Carlo Ferreira, President of CGF Management, Inc., a Nevada corporation, the Manager of Aurora Highlands, LLC, a Nevada limited liability company, and Aurora Tech Center Development LLC, a Colorado limited liability company.

\_\_\_\_\_  
Notary Public, State of Colorado  
My commission expires:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This Agreement was acknowledged before me on January \_\_\_, 2023 by Robert M. Evans as Manager of GVR King, LLC, a Colorado limited liability company, and GVR King Commercial LLC, a Colorado limited liability company, and Green Valley East LLC, a Colorado limited liability company.

\_\_\_\_\_  
Notary Public, State of Colorado  
My commission expires:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This Agreement was acknowledged before me on January \_\_\_, 2023 by Robert M. Evans as Senior Vice President of Investment Manager, Inc., a Nevada limited liability company, as Manager of CGKOCHO, LLC, a Nevada limited liability company.

\_\_\_\_\_  
Notary Public, State of Colorado  
My commission expires:

STATE OF COLORADO  
CITY AND  
COUNTY OF DENVER

This Agreement was acknowledged before me on January \_\_\_, 2023 by Philip Wood, as Vice President of Land of GMT Exploration Company LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public, State of Colorado  
My commission expires:

*[Acknowledgments to Subsurface Easement Agreement]*

## EXHIBIT E

### MINIMUM DEVELOPMENT STANDARDS

These minimum development standards are attached to the Surface Use Agreement (the "SUA") between Aurora Highlands, LLC, a Nevada limited liability company ("AH"), and Aurora Tech Center Development, LLC, a Colorado limited liability company ("ATCD") (AH and ATCD collectively, the "AH Parties or "Owner"), and GMT Exploration Company LLC, a Delaware limited liability company ("Operator") (individually a "Party" and collectively, the "Parties") Unless otherwise define, capitalized terms will have the meaning given to them in the SUA.

The following standards do not waive or modify any other standards imposed by Applicable Law. In the event of a direct conflict between these standards and Applicable Law, the provisions of Applicable Law will prevail. If these standards and provisions of Applicable Law can be construed to be supplementary rather than conflicting, the provision setting forth the stricter standard will prevail.

#### 1. Production-site Containment:

(a) All permanent production facilities will be located within a containment berm designed and constructed in compliance with applicable rules of the COGCC. Operator shall use steel rim berms or other technology that will contain fluids and other material instead of sand or soil berms. Subject to Operator's determination that its operations will not be rendered unsafe or materially impaired, AH may request that, in lieu of a containment berm, Operator's surface equipment be located in an excavated containment basin to fulfill COGCC safety requirements and to reduce the apparent height of production facilities; provided, however, that: (a) if construction of a basin is more expensive than containment methods customarily utilized by Operator in similar projects, AH will pay the additional cost of constructing the basin in a manner consistent with the adjustment of elevation ; and (b) AH will allow for appropriate drainage of the containment basin to avoid flooding and as required for permitting.

(b) Operator shall use closed-loop systems for drilling and completion operations.

(c) There shall be no "pits" or disposal of oilfield waste on the Section 28 Lands.

#### 2. Visual Impacts and Aesthetics:

(a) To the extent reasonably practicable, a Well Pad and production-site will be located to avoid hilltops and ridges to prevent the appearance of pump jack and accessory equipment profiles on the horizon.

(b) To the extent reasonably practicable, facilities will be located at the base of slopes to provide background of topography and natural cover.

(c) Electrical lines servicing pumping and accessory equipment will be installed below ground only.

(d) Lighting within the OGOA shall be limited to that reasonably necessary to illuminate areas for ongoing night-time operations, safety and security. Site lighting shall be directed downward and inward and shielded so as to avoid glare on public roads and building units. During drilling operations, only those lights essential for operations and safety shall be utilized. No illumination for purpose of advertising or identification of the drill rig owner, operator, or service provider shall be allowed. Up-lighting shall be minimized. Without limiting the foregoing, Operator shall comply with the lighting requirements of the COGCC Rules.

(e) Permanent production equipment will not exceed 16 feet in height, provided that the following items of equipment shall not exceed 37' in height:

- Combustor
- Flare
- Vapor Recovery Tower (VRT)
- Production Unit
- Compressor
- Communications Tower
- Pumping Unit

3. Landscaping:

(a) To the extent reasonably feasible, existing trees, landforms or other natural screening of well and production sites will be retained and integrated into facility design. The landscaping plan and color of fencing will be subject to AH's approval. Operator will design its operations on the Well Pad to (i) screen tanks and wells during the drilling process (ii) utilize a ground cover that is mutually agreed to by both parties for the Well Pad during interim reclamation to allow harmonious integration with the surrounding commercial development.

(b) During excavation, topsoil will be stripped and stored on-site by Operator, as depicted on Exhibit B, until required for reseeded at time of reclamation in accordance with Applicable Law.

(c) Other excess excavation material, if any, will be contoured into a berm to help provide visual screening for Operator's facilities or, if so requested by AH, will be stockpiled on-site for use by AH pursuant to subsection (e) below, subject, however, to subsection (b) and Applicable Law.

(d) After commencement of production operations, all excavation slopes will be spread with topsoil and planted with grasses, plants, or shrubs for the purposes of adequate erosion control.

(e) AH will retain the right to utilize the portion of the OGOA reclaimed after the drilling and completion of wells (including the installation of additional landscaping and associated irrigation or other landscaping improvements) in accordance with the SUA and Applicable Law. Operator will not be liable for destruction of or damages to any landscaping and improvements installed by AH if such destruction or damage is the result of Operator's Operations on the Section 28 Lands, provided that such operations are conducted in accordance with the terms of the SUA.

4. Noise reduction for drilling and completion. Operator shall utilize sound-proofing buffer walls and sound-reducing hydraulic fracturing systems in order to mitigate noise during drilling and completion operations. In addition, at all times Operator shall maintain all noise mitigation measures as required by Applicable Law.