

SURFACE AGREEMENT

This Surface Use Agreement ("Agreement") is dated August 1, 2017 ("Effective Date"), by and between Robert J. Safranek and Rosann Safranek, whose address is P.O. Box 970, Limon, CO 80828 ("Owner") and Murfin Drilling Company, Inc., whose address is 250 N. Water, Suite 300, Wichita, Kansas 67202 ("Company").

RECITALS

Owner owns the surface estate of the following described lands located in Lincoln County, Colorado ("Lands"):

Township 9 South, Range 56 West, 6th P.M.
Section 1: SE/4
Section 2: Lot 1 (39.78), Lot 2 (39.75), S/2NE/4
Section 12: N/2, SW/4

AGREEMENT

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Company agree as follows:

1. Grant of Access

Owner hereby grants and conveys to Company the right of access on and the right to use the surface and subsurface of the Lands to explore, transport, and market oil, gas and associated hydrocarbons from the **Dauntless drill site 15-1** located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1, Twp. 9 South, Range 56 West of the 6th P.M.

2. Compensation

For the privileges granted in this Agreement, Company agrees to pay the following sum to the Owners:

Prior to commencement of drilling operations, Company shall pay Owner a one-time payment of [REDACTED] for the foregoing drilling and well site covering no more than (5) acres in area constructed on Lands comprised of pasture land, to be used by the Company for its exploration, drilling (vertical well only) completion, deepening, hydraulic fracturing, recompletion, reworking, equipping and production operations, oil and gas flow lines pipelines (underground only), private road, roads constructed by the Company and any separator, processing facility (no refinery) or tank battery located in the Central Facility.

At the drilling site of the Dauntless 15-1, the Company will not remove vegetation below ground level except for the drilling pad and will utilize only enough lands to reasonably accommodate the drilling rig and necessary associated infrastructure.

3. Fencing Drill Site and Central Facility

The Company, on and after May 15, 2018, shall fence the well head, pump jack, fuel tanks and telecommunications equipment with portable steel panels sufficient to exclude livestock from the pumping area, and fence the Central Facility with a legal fence sufficient to exclude livestock.

4. Easements

Owner grants to Company a non-exclusive access easement on the Lands for ingress and egress by Company and its employees, contractors, subcontractors, agents and business invitees

as needed to conduct oil and gas operations on the Dauntless 15-1. The Road Easement shall be approximately thirty (30) feet in width. The Company will utilize the existing ranch trail located on the N/2 W/2 of Section 12 and then extend the existing trail to the Dauntless 15-1 location. It is agreed Company will not enlarge any trail except to allow approaching traffic. On and after May 15, 2018, Company and its agents, employees and business invitees shall keep all gates closed after entering or leaving the lease premises. At such times as both parties mutually agree to the placement of a cattle guard, the Company will provide one suitable for oil and gas operations. The Company reserves the right to remove the cattle guard upon the cessation of oil and gas operations on the lease premises.

In the event the Company completes the Dauntless 15-1, production fluids will be delivered to a Central Facility (hereafter described) located on the County Road west of the drill site. The fluids will be transported through a pipe line buried below plow depth (3 feet) by the most direct route to the Central Facility. The Central Facility shall be contiguous to east of the county road and north and contiguous to the existing Central Facility located in the NW¼ NW¼ of Section 12, Township 9 South, Range 56 West of the 6th P.M. The north/south length of the Central Facility shall be no greater than is necessary for storage of fluids from Dauntless 15-1 and a Separator for those produced fluids. The east west width shall be no greater than existing adjacent Central Facility.

5. Drying and Burial of Drilling Cuttings

Drying and burial of drilling cuttings shall not be permitted on any of owners lands except those cuttings generated from the drilling of Dauntless 15-1, and shall be confined to the sludge pit of the well. Also burial of trash, refuse and plastic liners shall not be buried or disposed of in the sludge pit and water storage reservoir pit of Dauntless 15-1 or anywhere else on owner's lands.

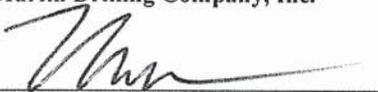
6. Reclamation by Company

The Agreement shall continue in full force and effect until Company's leasehold estate covering the Lands expires or terminates, Company ceases operations on the Lands (or other lands, to the extent the Lands are used in connection with Company's operation on such other lands) under the terms of the Agreement, or Company has plugged and abandoned any wells and conducted all required reclamation, whichever is later.

As part of the damage remediation, the Company agrees to reseed all areas not utilized by the Company's oil and gas operations and to additional re-seeding as needed, by mutual consent, and with grass species consistent with the adjacent plant community. Said re-seeding shall be done with certified noxious weed free seed and in consultation with the landowner for an agreed upon seed mix. In the event a specific mutually agreed upon seed mix is unavailable, the Company shall consult with a representative of the local soil conservation district to determine the proper seed mix to use in revegetating the disturbed area. The company agrees to spray as needed to keep the lease premises free of noxious weeds.

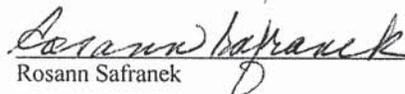
Owner is under an obligation to keep the Agreement confidential and not disclose the terms of the Agreement to any third party unless required to do so by law. Notwithstanding the foregoing, Owner shall provide a copy of this Agreement to any potential purchaser or transferee prior to the sale or transfer of all or any portion of the Lands.

Murfin Drilling Company, Inc.


Michael E. Rusco

Owner

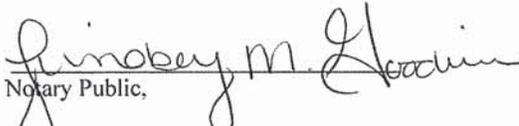

Robert J. Safranek

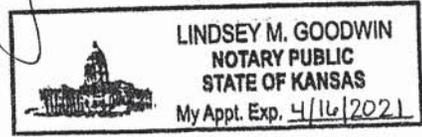

Rosann Safranek

STATE OF KANSAS }
 }
 } ss:
COUNTY OF SEDGWICK }

The foregoing instrument was acknowledged before me this 2nd day of ~~September~~ ^{October}, 2017, by Michael E. Rusco, for Murfin Drilling Company, Inc., a Kansas Corporation, on behalf of the corporation.

My Appointment Expires:

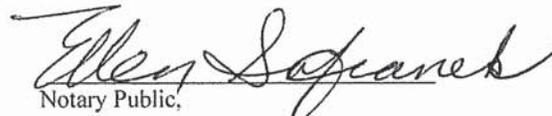

Notary Public,



STATE OF COLORADO }
 }
 } ss:
COUNTY OF LINCOLN }

The foregoing instrument was acknowledged before me this 26th day of September, 2017, by Robert J. Safranek and Rosann Safranek, on behalf of the individuals.

My Appointment Expires:


Notary Public,

