

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT (the "Agreement") is made and entered into this 11th day of December, 2017, (the "Effective Date") by and between **UNITED SURFACE & MINERALS, LLC**, a Texas limited liability company with an address of P.O. Box 170, Gainesville, Texas 76241, (hereinafter "Grantor"), and **DPOC, LLC**, a Delaware limited liability company, with an address of 1821 Blake Street, Suite 2B, Denver, CO 80202 (hereinafter "Grantee").

Recitals:

Grantor is the owner of the surface estate of the following described land located in Weld County, Colorado (the "Land"), as described on Exhibit "A" attached hereto and made a part hereof for all purposes:

A tract of land located in the W/2 Section 35, Township 8 North, Range 60 West in Weld County Colorado, more particularly described on the attached Exhibit "A"

Grantee, or its affiliates, owns a working interest, leasehold interest, or other interest under certain oil and gas leases covering all or portions of the Land, or lands pooled or included in a spacing unit therewith, or lands adjacent thereto (the "Lease," or "Leases").

Grantee desires to drill, complete, operate, produce and maintain oil or gas wells (the "Wells") on the Land, the subsurface locations and production of which will be under lands other than the Land and which other lands are not owned by Grantor. In order for Grantee, its agents, consultants, successors or assigns to explore, permit, survey, obtain consents and waivers, develop, drill, construct, complete, recompleat, produce, maintain, rework, equip, deepen, stimulate, re-stimulate, assess, evaluate, inspect, test, update, upgrade, operate, secure, and transport production from the Wells and all facilities associated therewith including but not limited to, access roads (including existing roads on the Land) ("Access Roads"), pipelines, infrastructure, equipment, surface appurtenances and production facilities including but not limited to emission control devices, vapor recovery towers, vapor recovery units, flowlines, gathering lines, transmission lines, temporary above ground water lines, temporary above ground completion fluid pipelines, gas lift lines, meters and housing, separators, tank batteries, MLVTs, LACT units, electrical lines, utility lines and any other facilities or property necessary for Grantee to conduct operations on the Wells (each a "Facility," collectively, the "Facilities"), subject to the terms and fees herein. Grantor recognizes it is necessary that Grantee, its agents, consultants, successors or assigns enter and utilize a portion of the Land in order to operate and maintain the Wells and Facilities. Grantor and Grantee desire to mitigate any surface damage to the Land and to set forth their agreements with respect to future operations on the Land, to accommodate operations and development of the surface, and to provide for cooperation between the Parties and the mutual enjoyment of the Parties' respective rights in and to the Lands. This Agreement sets forth the Parties' rights and obligations regarding the development and use of the Lands by Grantor and operations conducted by Grantee.

Grantor currently utilizes the Land for agricultural, grazing, ranching, water collection, water disposal, oil and gas operations and leases, and sales and other uses and such uses will continue during the term of this Agreement;

Grantee desires to use the Land to drill and explore for oil and gas production, which production shall be obtained on the Land and lands other than the Land herein pursuant to the terms of this Agreement. The purpose of this agreement is to agree as to reasonable compensation to be paid by Grantee to the Grantor for certain uses of the surface of the Land only for Grantee's operations under this Agreement, and to assign certain responsibilities between Grantor and Grantee in regard to all activities associated with use of the Land for the capture, production and sale of oil or gas from other lands adjacent to the Land.

NOW THEREFORE, for and in consideration of the covenants and agreements herein contained, the parties agree as follows:

1. **Grant of Surface and Subsurface Rights: Reservation of Rights.** Grantor hereby conveys to Grantee temporary surface and subsurface easements and rights-of-way, together with the rights, so long and only so long as same are used for the purposes herein granted, to: 1) enter upon the Land to construct, maintain and use new and existing access roads to the well site locations as designated on Exhibit "A"; 2) allow Grantee to drill horizontal oil and/or gas wells as described on Exhibit "B" which will traverse the subsurface and may ultimately exit the Land; 3) produce oil and/or gas by and through the wells on Exhibit "A" from the Land and adjoining lands; and 4) to construct well site locations, tank battery sites, pipeline rights-of-way and other related facilities or activities that impacts the surface of the Land specifically agreed upon herein (all of the foregoing being sometimes hereinafter referred to as "Facilities"), which are necessary for Grantee to properly drill, equip, complete for production, produce, or plug and abandon oil and gas wells drilled and to be produced under the terms of this Agreement and as designated on Exhibit "A". Grantor hereby reserves unto itself, and its successors and assigns, the right to use the Land for pasturage of livestock and related ranching purposes, oil & gas activities, operations and leases and any and all other rights and uses which do not materially conflict with the rights granted hereunder to Grantee. Due consideration shall be given by Grantee to such reserved rights, interests and uses when locating and constructing all Facilities.
2. **Location of Facilities: Reasonable and Prudent Grantee.** Grantee shall consult with Grantor and obtain Grantor's written approval of the specific location of any Facilities, such approval not to be unreasonably withheld or delayed and shall conform with the designations on Exhibit "A". Grantee shall not locate, install or construct any Facility on the Land, or impact or impair the surface of the Land for the purpose thereof, without the prior written approval of the Grantor, such approval not to be unreasonably withheld or delayed and in accordance with Exhibit "A". Grantee shall only use the Land consistent with the rights and obligations granted to Grantee hereunder and its rights and obligations under the Leases and applicable law, and as may be deemed reasonable and necessary by a reasonable and prudent Grantee and oil & gas Operator under similar circumstances and as burdened by and subject to this Agreement.
3. **Term.** This Agreement shall remain in full force and effect from the Effective Date hereof and so long thereafter as any part of the Land under this Agreement is being used but only as to the portions being used after expiration Thirty-Six (36) consecutive months of non-use., and so long as Grantee uses the Facilities or any particular Facility, subject to the default and termination provisions hereinafter set forth. When all wells are permanently plugged and abandoned as required by federal and/or state authorities, and the related rights-of-way and easements granted hereunder are not used by Grantee for a period of more than Thirty Six (36) consecutive months, then this Agreement and all associated rights-of-way and easements shall terminate and all rights herein granted will automatically revert to Grantor, and Grantee shall have a period of six (6) months (weather permitting) from and after the date of terminations in which to remove at its sole cost, risk and expense all of its personal property and equipment located on the Land, and Grantee shall thereafter timely and properly reclaim, recontour, restore and reseed all disturbed surfaces in accordance with the terms hereof. In the event all wells are not permanently plugged and abandoned in the manner herein required but are only temporarily abandoned for further evaluation or any other reason, but in any event for no more than six (6) months, then all the terms and conditions of this Agreement shall remain in full force and effect during such time, so long as the payments required hereunder are timely made.
4. **Non-Exclusive Rights.** The rights of Grantee to use the Land as set forth herein are non-exclusive, and Grantor reserves the right to use all access roads and all surface and subsurface uses of the Land, provided such uses do not substantially interfere with the operations of Grantee. Grantor, further, reserves the right to grant successive easements on or across the Land to other parties unrelated to Grantee, provided such uses do not substantially interfere with the operations of Grantee.
5. **Compliance with Laws.** Grantee agrees to comply with and conform to all applicable laws, rules and regulations in its use of the surface, including without limitation, the rules and regulations of the Bureau of Land Management, State of Colorado, the Colorado Oil and Gas Conservation Commission, and the Colorado Department of Public Health and Environment, or other such agencies having jurisdiction over the Land.
6. **Compensation for Use of Surface.** Grantee shall compensate the Grantor for use of the surface of the Land pursuant to the following:

- a. Locations. Grantee agrees to pay Grantor the sum of [REDACTED] per wellhead used or partially used for each well site located on the Lands. The first [REDACTED] well location payments totaling [REDACTED] shall be paid to Grantor contemporaneously upon the execution of this Agreement by Grantee and regardless if said [REDACTED] are drilled or not.
 - b. Access Roads. Any access or existing roads shall not be built or used accessing the Land until a separate roads agreement in writing is mutually agreed to and executed by both Grantor and Grantee.
 - c. Pipelines. No pipelines of any kinds whatsoever shall be built or used accessing the Land or wells thereon until a separate pipelines agreement in writing is mutually agreed to and executed by both Grantor and Grantee.
 - d. Power Lines. No power lines of any kinds whatsoever shall be built or used or buried accessing the Land or wells thereon until a separate power lines agreement in writing is mutually agreed to and executed by both Grantor and Grantee.
 - e. Tank Batteries. Except on the Land as designated in Exhibit "A" hereto, no tank batteries of any kinds whatsoever shall be built or used or buried accessing the Land or wells thereon until a separate tank batteries agreement in writing is mutually agreed to and executed by both Grantor and Grantee.
 - f. Other. Any buildings, structures or other facilities and items not specifically mentioned in this Agreement shall be negotiated under a separate written agreement.
 - g. Timing of Payments. Except for the initial three (3) Locations payment under 6, a above which is due upon execution of this Agreement, the appropriate payments shall be paid by Grantee before entering upon the Lands to construct the Facilities or any of the foregoing roads and pipelines.
 - h. Compensation for Extraordinary Loss or Damage to Property. In addition to the foregoing payments, which are acknowledged as sufficient and in full satisfaction for damages caused or created by the reasonable and customary entry, rights-of-way and use the Land for locations, crops, roads, pipelines, power lines, or tank batteries, Grantee shall also compensate Grantor for all other damages suffered by Grantor, including without limitation damage to livestock, buildings or improvements or injuries to persons, damage or impairment to Grantor's water wells (as noted in Item 8h), creeks, reservoirs and springs, damages caused by the negligence of, or excessive use by, Grantee and its employees, agents and contractors, and damages caused by fires, spills, discharge, leaks, releases, pipeline breaks, oil and gas Operations commenced by Grantee, Grantee's assigns Grantee's subcontractors, employees, third party contractors and consultants, and damages resulting from any other matter or event caused by, arising out of or in connection with Grantee's operations on the Land. Provided, however, Grantee shall not be liable to Grantor for any, indirect, consequential, exemplary or punitive damages resulting from or arising out of this Agreement, including, without limitation, loss of profits or business interruptions, however the same may be caused save and except for gross negligence or wonton or willful misconduct. The waiver of damages contained in this provision shall survive the termination of this Agreement
7. Payments, Default and Termination. All payments required hereunder may be made by Grantee's company check, certified funds or cashier's check. Unless payments required hereunder are contested in good faith by Grantee, in the event of the failure by Grantee to timely make any payment required hereunder or to otherwise comply with all terms hereunder, then Grantor shall notify Grantee in writing of said failure. Grantee shall thereafter have thirty days (30) days to completely cure such default and/or make any required payment. The waiver of any default shall not be deemed to be a waiver of a subsequent default. In the event Grantee does not cure the uncontested default within the time specified, interest shall accrue from the due date at 10% computed on an annualized basis. Except for emergencies or safety precautions, Grantee's access to the Land may be suspended by Grantor, including the right of ingress and egress, until such default has been cured, and Grantor shall not be liable for any loss or damage to Grantee occasioned by Grantor's enforcement of this provision. In the event that Grantee fails to cure a default within one hundred twenty (120) days following notice thereof by Grantor, then in addition to any other remedy available at law or in equity, and without regard to election of remedies, after said one hundred twenty (120) days following notice shall have expired, Grantee shall pay to Grantor the sum of [REDACTED] per day until such default is cured. In the event it is later determined by a court of law, mediation or arbitration (whichever is applicable) that Grantee was in fact not in default, such [REDACTED] day penalty amount if paid will be refunded to Grantee or if not then paid shall not be due from Grantee to Grantor.

8. Limitation of Rights: Covenants of Grantee.

- a. General. The parties acknowledge and agree that without the prior written consent of Grantor, Grantee may not use the Land in connection with operations on other premises.
- b. Well Site Locations. The well site shall conform as designated on Exhibit "A" hereto and shall be reduced to no more than a 9.9 acre production site (the "Production site") upon the expiration of the drilling of the last well as depicted on Exhibit "A" hereto, but in any event no more than twelve (12) years from the date of this agreement. Once the completion phase of operations is completed on the Land, such drilling phase shall not extend beyond three (3) years from the date the first well is commenced on the Land and in any event no more than four years from the Effective Date of this Agreement. At such time as the Land under this Agreement is reduced to said Production Site, Grantee shall restore and reclaim the residual unused portion of the well site according to Section 9 below. Thereafter, the reduced Production Site may be increased by no more than five (5) acres as needed to conduct reworking operations, recompletion operations or other operations requiring a drilling rig or other heavy equipment, such increase in the size of the Productions Site shall be limited to a period not to exceed one (1) year from the date that operations are commenced on the enlarged Productions Site. At each instance that Grantee ceases to use the enlarged Productions Site as provided herein, Grantee shall reclaim and restore the residual unused portion of the enlarged production site according to Section 9 below. No well shall be drilled closer than 600 feet to any existing residence, windbreak, corral, barn, windmill, water well, or any other structure, unless with the prior written consent of Grantor. Grantee agrees to fence pits and other dangerous areas and to keep the well site and rights-of-way safe and in good order. All fences shall be constructed with woven livestock wire, and with posts not over 12 feet apart. No pits or trenches shall be left unsupervised or open during off-work hours unless they are temporarily fenced if livestock is in the pasture where such activities are occurring.
- c. Water Hauling and Frac Ponds. No water may be hauled or transported to the Land for any purpose whatsoever without the prior written permission of Grantor, which permission shall not be unreasonably withheld, and all water facilities, storage tanks, two (2) temporary frac tanks only are permitted on the Land and shall comply as designated on Exhibit "A" hereto. Water may be purchased from Select Energy Services, LLC as an approved Vendor of Grantor at a price to be negotiated separately between Grantee and Select Energy Services as a separate arms length transaction. No frac ponds of any kinds whatsoever shall be built or used on the Land or wells thereon until a frac pond agreement in writing is mutually agreed to and executed by both Grantor and Grantee.
- d. Minimize Impact. Grantee shall at all times use reasonable efforts to minimize the impact of its operations on the Land. Whenever possible and if reasonably appropriate for its operations, Grantee shall consolidate its Facilities for as many wells as practical, locating in-coming power at a central point, constructing underground power lines whenever possible, and placing all roads, pipelines and power lines in the same corridor. To minimize the visual impact on the landscape of the Land, Grantee shall keep buildings and structures as small and few as reasonably possible, and shall paint such buildings and structures using earth tones on the exterior thereof. Grantee shall at all times keep well locations, road rights- of-way and other areas used by Grantee safe and in good order, free of litter and debris caused by Grantee. Under no circumstances will Grantee bury any trash, debris, or foreign material of any nature on any of the Land. No salt water, drilling mud, produced fluids or other waste substance shall be disposed of or injected on or under the Land. Grantee shall not purposefully discharge (or bury) any oil, condensate, saltwater, or any substance used in drilling or production onto the Land under any circumstances. Prior to commencing production from any well on the Land, the tanks and other storage vessels shall be enclosed by an earthen berm or man-made structure of sufficient height to reasonably contain any discharge which might occur. In the event that there is a discharge, Grantee shall restore the affected area to its original condition insofar as reasonably practicable. Grantee agrees that such restoration shall include correction of any erosion damage and removal of any contaminated soil, and replacement with uncontaminated soil, insofar as reasonably practicable.
- e. Erosion Prevention: Dust Suppression. Grantee agrees to use reasonable means to prevent washes, erosion, run-off problems, ruts or other property damage insofar as caused by

Grantee's activities, and in doing so, Grantee shall monitor and promptly correct any erosion caused by Grantee's activities. Grantee shall install water bars in disturbed areas a minimum of a) 5% through 15% grade or slope, every 300 feet; b) 16% through 30% grade or slope, every 200 feet; and c) greater than 30% grade or slope, every 100 feet. All reasonable measures must be taken to prevent erosion loss of the topsoil insofar as caused by Grantee's activities.

- f. **No Stacking of Rigs and Equipment.** Neither Grantee, nor its agents or contractors, shall have the rights to stack or store rigs or other equipment, pipe, supplies or parts on the Land, except during drilling, reworking or construction operations.
 - g. **No Offices or Living Quarters.** Grantee shall not cause to be constructed any living quarters on the well site or on any of the Land with the exception of necessary personnel, namely geologists, drilling and chemical experts, during actual drilling operations.
 - h. **Drilling Water.** Grantee shall not drill any fresh water wells or salt water disposal wells on the Land and shall contract with 3rd parties to obtain fresh water and dispose of salt water from and off the Land and as references in paragraph 8. C above.
 - i. **Third Party Contractor Approval:** Grantor shall approve in writing which shall not be unreasonably withheld or delayed any third party contractors which Grantee may contract or engage for water hauling, water transfer, water purchasing, water disposal, laying temporary water lines, pipeline right-of-way, building/maintaining roads, building and removing drill site locations and Frac Ponds, such approval not to be unreasonably withheld or delayed.
 - j. **Salt Water and Drilling Mud Disposal** No salt water, drilling mud, produced fluids or other waste substance shall be disposed of on or under the leased premises. However, drilling mud that does not contain Hazardous Materials may be spread across the leased premises (i.e., land-farmed) upon prior written consent from Grantor. Grantee may enter into a salt water hauling and/or disposal agreement with Select Energy Services, LLC as an approved vendor or Grantor.
9. **Reclamation.** As soon as reasonably practicable, and in any event within twelve (12) months (weather permitting) following the plugging and abandonment of a well, or the termination of any other operation or use of the Lands which resulted in the disturbance of the surface of the Lands, including but not limited to drilling, completion, reworking, recompletion operations, frac ponds, temporary water lines, or as otherwise prescribed in this Agreement, Grantee shall recontour, reseed and restore, as near as reasonably possible, all areas so disturbed to the condition which they were prior to the execution of this agreement, as near as practicable, as well as remove all above ground facilities and either render all pipelines and power lines environmentally safe and fit for abandonment in place and provide Grantor with evidence thereof, or remove all such pipelines, all in accordance with applicable laws, rules and regulations: provided however, that Grantor, in its sole discretion, may choose to either allow access roads to remain or may require the Grantee to reclaim them. Topsoil shall be restored to the surface and reseeded shall be done in accordance with BLM standards and shall be consistent with the type of grass prior to Grantee's activities. In addition to the foregoing, upon the conclusion of drilling operations by Grantee, regardless of whether the well is plugged and abandoned or completes as a producing well, Grantee shall dispose of any trash and debris, insofar as caused by Grantee's activities, and will fill and level the mud pits and return the Land to its original condition as nearly as is practicable within a reasonable and customary period of time, not to exceed twelve (12) months from the conclusion of drilling operations. During reclamation, Grantee shall be allowed to let water in said mud pit evaporate and further, Grantee shall be allowed to use the entire drilling pad in its operation to reclaim said pits.
10. **Control of Noxious Weeds.** Grantee, at its sole cost and expense, shall undertake all reasonable efforts necessary to control the germination, growth and spread of noxious weeds, insofar as caused by Grantee's activities, (as designated by the Colorado Noxious Weed Act), and other nuisance weeds including without limitation cattails and fox grasses, in areas of Operators activities only, on the Lands. Grantor and Grantee shall discuss applicable methods of control and times for application. This provision shall be applicable during the term of this Agreement.
11. **Fences and Gates.** After consultation with Grantor, Grantee may make fence openings upon

the Land to provide reasonable, uninterrupted entry and departure as may be necessary for operations; and, Grantee shall install cattle guards or gates of size and quality for the type of traffic used in such operations as defined below. All gates used by Grantee shall be kept shut and locked. Grantee shall reasonably repair and/or replace and all damage done to any fences or gates, or any other improvements of Grantor which result from Grantee's operations as defined below. Grantee shall be responsible for all reasonable costs associated with gathering, herding and recapturing livestock that may escape through fences which are damaged or which escape through openings in fences or opened gates due to the actions of Grantee's employees or agents. All cattle guards in place for three (3) years or more shall become property of Grantor. Grantee shall build, install, and maintain, to Grantor's written specifications, which specifications shall be reasonable in light of the use intended, gates in and through all fences cut by Grantee on land covered by the Leased Premises. No heavy equipment will be taken over Grantor's cattleguards without the prior written consent of Grantor which shall not be unreasonably withheld. Gates adjacent to cattleguards will be used in moving any equipment heavier than a pickup truck. No cutting of any fence by Grantee shall occur without the specific permission of Grantor not to be unreasonably withheld or delayed. If such fence cutting is allowed, Grantee shall adequately brace it on either side of the proposed gate by H braces constructed of four inch (4") pipe cemented in the ground, where same is to be cut prior to cutting and after such cutting install either a run-over with cattle guard or a steel gate in such opening at the option of Grantor all to the satisfaction of Grantor not to be unreasonably withheld or delayed. All gates shall be left closed except during actual entry or exit through said gates. Gates shall be of galvanized steel, not less than sixteen feet (16') wide. Cattleguards, if ever permitted by Grantor, shall be of welded construction using steel pipe, railroad rail or similar structural metals, for full roadway width, capable of supporting vehicles or equipment that will be used by Grantee for Operations. Grantee will build, install and maintain cattleguards and gates through all interior fences as reasonably requested by Grantor along the agreed upon routes of Grantee. **NO OUTSIDE FENCE OF ANY OF THE LEASED PREMISES SHALL EVER BE CUT OR BREACHED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE GRANTOR.**

12. **Alcohol, Guns, Dogs and Hunting Prohibited.** Grantee shall not permit its agents or employees to possess or be under the influence of alcohol or controlled substances, or to possess firearms, crossbows, or other weapons, or to hunt while on the Land. No recreational use, including but not limited, camping, hunting, fishing, foot traffic, or similar activities are allowed at any time by Grantee or Grantee's representatives while on the Land. No dogs shall be allowed on the Land, including any animal confined to a vehicle in any manner. The failure of any representative of Grantee to comply with the foregoing shall entitle Grantor to treat the person as a trespasser.

13. **Groundwater.**

- a. Grantor and Grantee recognize that groundwater may be produced and discharged during Grantee's operations to facilitate production of oil and/or gas and desire to put such groundwater to its maximum beneficial use when it is discharged. Grantor and Grantee shall mutually agree as to the method and location of surface discharge of produced water with the intent that such discharge shall not adversely affect the quality of the water in reservoirs or water courses on the surface of the Land.
- b. If Grantee proposes to plug and abandon any well located on the Land (including but not limited to oil, gas, water and other wells), Grantor may elect for a period of thirty (30) days following written notice by Grantee (provided, that when a rig is on location, Grantor must make its election within twenty-four hours following written notice by Grantee), to have Grantee plug back said well and reclaim the well site in accordance with all applicable State and Federal requirements and the provisions of this Agreement, but leave the cased hole open and allow Grantor to take possession and attempt to complete, at Grantor's sole cost, risk and expense, an oil & gas or water well for Grantor's personal use. In such event, Grantor shall notify Grantee to plug back the well to the base of the producing or potable water zone of interest to Grantor, and Grantor shall thereafter sign a letter indemnifying and holding Grantee harmless, and assuming any and all further liability for the well bore after placement of the last cement plug at the base of the applicable zone, thereby relieving Grantee of any and all liability with regard to Grantor's completion of the well as a producing or water well, and/or any further liability relating to the plugging and abandonment of said well. Grantor also agrees to provide any permit,

bond or surety required by the governmental agency having jurisdiction over the well.

14. **Recording.** This Agreement shall not be placed of record without the prior written consent of Grantor. However, the parties agree to execute and deliver a memorandum of this Agreement in recordable form which may be recorded by either party and which shall contain only a general reference to this Agreement and the rights and obligations contained herein.
15. **Indemnity.** Grantee shall indemnify, release and hold harmless the Grantor, its heirs, personal representatives, successors and assigns, from and against any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys fees, which may result from injury to or death of any persons whomsoever, or damage to or loss or destruction of any property whatsoever (including but not limited to damages to the mineral estate, damage, loss or destruction caused by a failure to comply with requirements or orders of federal, state or local authorities with respect to Environmental Laws), however caused, which is due to or arises from Grantee's presence on, occupation of or use of the Lands. For purposes of this indemnity, the term "Environmental Laws" means any and all federal, state, or local regulations, relating to or imposing liability or standards of conduct concerning protection of human health, safety or the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment including ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes, as now or may at any time hereafter be in effect.
16. **Release.** To the maximum extent permitted by law, Grantee releases, waives and discharges Grantor, and if applicable, its heirs, personal representatives, successors and assigns, from any and all liabilities for personal injury, death, property damage, damages to the mineral estate or otherwise arising out of Grantor's activities on the Land. The parties acknowledge that Grantee comes onto the Land assuming the risk of loss with regard to the operations being conducted thereon by Grantor.
17. **Representations of Grantee.** As a material inducement and as part of the consideration for Grantor entering into this Agreement, it is relying on the following representations of Grantee: that Grantee is a valid corporation; that it is in good standing; that it is authorized to do business in the State of Colorado; that it is, at the time of execution of this Agreement, solvent; that there are no judgments against Grantee which if satisfied would render Grantee insolvent; that Grantee has sufficient unencumbered assets to satisfy all of its obligations hereunder, including all obligations relating to the plugging and abandonment of its wells and the reclamation of the Land; and that bonds in the required amounts are in place with the State of Colorado and Bureau of Land Management to comply with all applicable laws, rules and regulations.
18. **Assignment.** This Agreement may be assigned by Grantee with written notice to Grantor within 30 business days prior to any assignment. Such Assignment shall only become valid upon written approval of Grantor not to be unreasonably withheld or delayed. This agreement is binding and inuring and all terms, conditions contained herein shall constitute a covenant running with the land and shall be on and for the benefit of Grantee, Grantor and their respective successors and assigns.
19. **Construction: Jurisdiction and Venue.** This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of a dispute hereunder, the parties stipulate and agree to the personal jurisdiction of, and that sole venue will lie in, the federal or state courts in the State of Colorado.
20. **Notices.** Any notice or communication permitted or required hereunder shall be given promptly, orally if possible, or by electronic mail, and then, in either case, in writing via certified mail/return receipt requested. Notices shall be deemed given three days after mailing, or on the same day if delivered personally or by facsimile transmission, confirmed by email, when addressed as follows:

Grantor:
United Surface & Minerals, LLC
Attention: Myranda Shugart
P.O. Box 170
Gainesville, Texas 76241
Phone: 940-612-5022
Email: mshugart@b29investments.com

Grantee:
DPOC, LLC
Attn: Jamison McIlvain
1821 Blake Street, Suite 2B
Denver, Colorado 80202
Telephone: 720-543-7951
Email: jmcilvain@mallardexploration.com

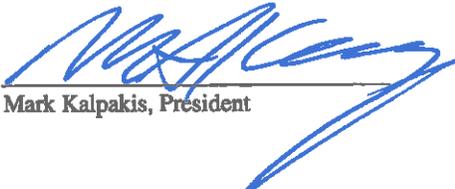
Any party may amend the foregoing addresses and information by written notice to the other party.

21. **Time.** Time is of the essence in this Agreement.
22. **Covenants Running with the Land.** The terms and provisions hereof shall constitute covenants and conditions running with the Land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns.
24. **Entire Agreement.** This is the entire Agreement between the parties with respect to the transactions contemplated herein and shall supersede all previous oral and written negotiations, commitments, and understandings.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTOR:
UNITED SURFACE & MINERALS, LLC

GRANTEE:
DPOC, LLC

By: 
Mark Kalpakis, President

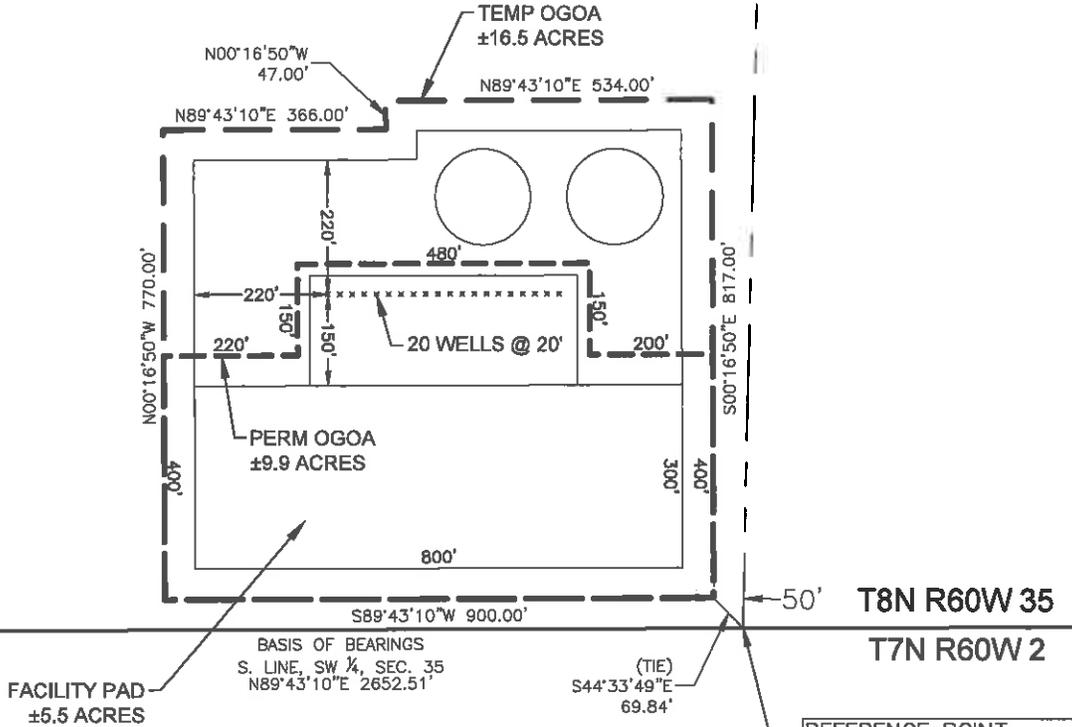
By: 
Jamison McIlvain, Executive Vice
President of Business Development

EXHIBIT A OGOA

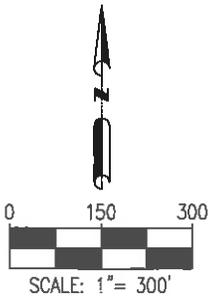
PARCEL OWNER:
UNITED SURFACE & MINERALS LLC

SE ¼ SW ¼

SW ¼ SE ¼



REFERENCE POINT:
S ¼ COR. SEC. 35
2 ½" ALUM. CAP
LS 30462, DATED 2010
LAT: 40.611557
LON: -104.059356



DISCLAIMER:
THIS PLOT DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON TO DETERMINE BOUNDARY LINES, PROPERTY OWNERSHIP OR OTHER PROPERTY INTERESTS. PARCEL LINES, IF DEPICTED HAVE NOT BEEN FIELD VERIFIED AND MAY BE BASED UPON PUBLICLY AVAILABLE DATA THAT ALSO HAS NOT BEEN INDEPENDENTLY VERIFIED.

PREPARED BY:



FIELD DATE:

N/A

DRAWING DATE:

10-10-17

BY:
CSG

CHECKED BY:
IJM

SITE NAME:

CINNAMON TEAL PAD

SURFACE LOCATION:

SE 1/4 SW 1/4 SEC. 35, T8N, R60W, 6TH P.M.
WELD COUNTY, COLORADO

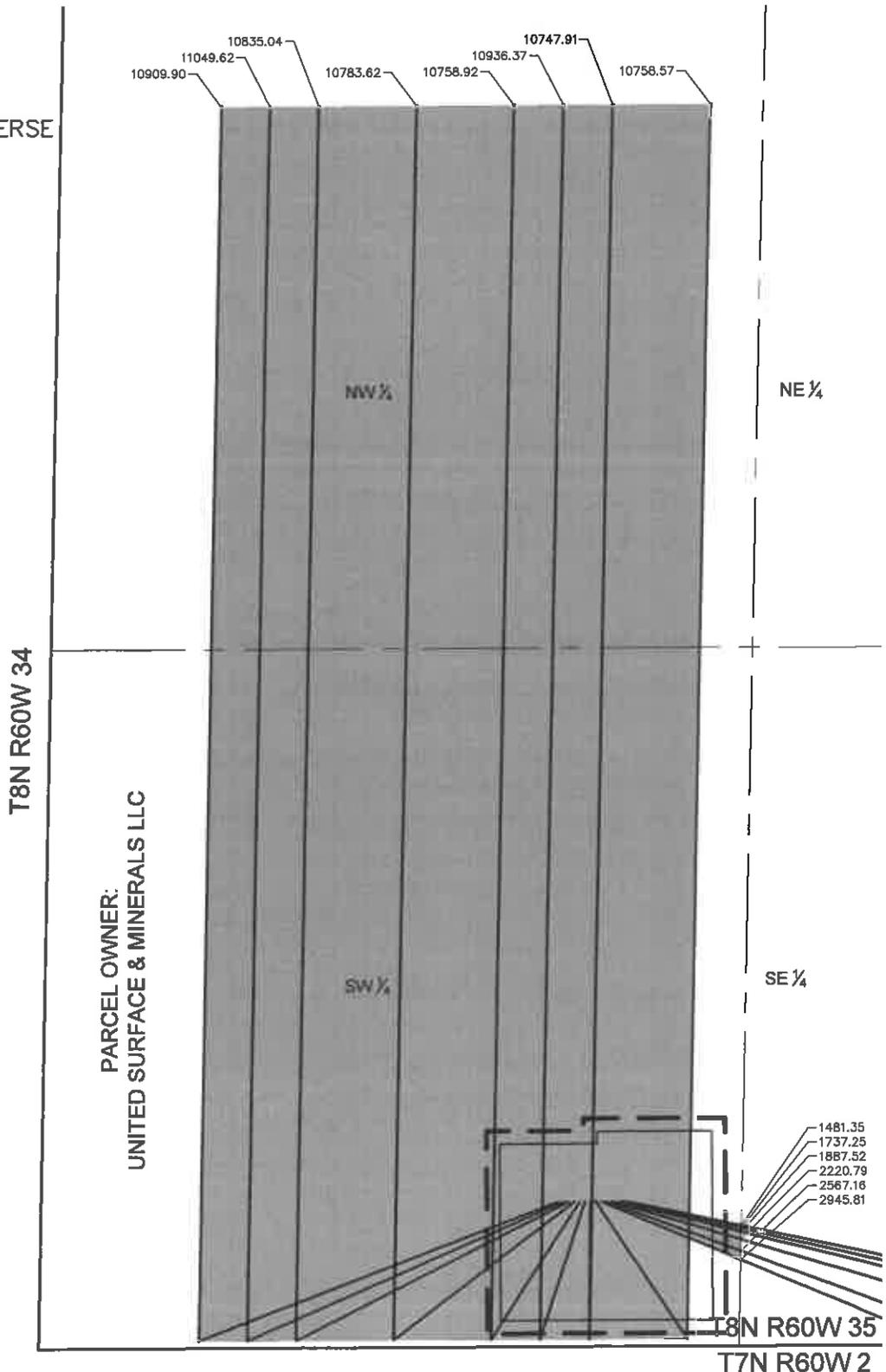
PREPARED FOR:



EXHIBIT B SUBSURFACE WELLBORES

LEGEND:

- WELLBORE TRAVERSE AREA
- 2288.63 WELLBORE MD
- WELLBORE



DISCLAIMER:
THIS PLOT DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE
RELIED UPON TO DETERMINE BOUNDARY LINES, PROPERTY OWNERSHIP OR OTHER
PROPERTY INTERESTS. PARCEL LINES, IF DEPICTED HAVE NOT BEEN FIELD VERIFIED AND
MAY BE BASED UPON PUBLICLY AVAILABLE DATA THAT ALSO HAS NOT BEEN
INDEPENDENTLY VERIFIED.

PREPARED BY: <small>7535 Hilltop Circle Denver, CO 80221 (303) 928-7128 www.ascentgeomatics.com</small>	FIELD DATE: N/A DRAWING DATE: 10-09-17 BY: MLP CHECKED BY: NC	SITE NAME: CINNAMON TEAL PAD SURFACE LOCATION: SE 1/4 SW 1/4 SEC. 35, T8N, R60W, 6TH P.M. WELD COUNTY, COLORADO
		PREPARED FOR: