



Natural Gas • Crude Oil
Exploration & Production

McCOY PETROLEUM CORPORATION

9342 E. Central
Wichita, Kansas 67206-2573

316-636-2737
316-636-2741 (Fax)

January 18, 2019

James J. Haase and Destiny D. Haase
17100 County Road 44.6
Eads, CO 81036

Re: Letter Agreement
Surface Use
Marlin "A" 1-4
SE/4SW/4 Sect. 4, T18S, R47W
Kiowa County, Colorado

Dear Mr. and Mrs. Haase,

This Letter Agreement is written to memorialize the terms and mutual understanding existing between McCoy Petroleum Corporation (MPC), and you (OWNER) regarding the use of the surface for the drilling operations on the Marlin "A" 1-4.

Subject to the terms and conditions stated herein as well as the executed Surface Use Agreement, MPC and OWNER have mutually agreed to the following conditions:

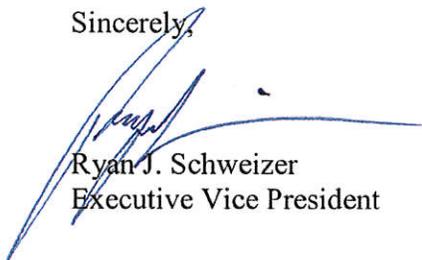
1. The Marlin "A" 1-4 will be located in the center of the Southeast Quarter of the Southwest Quarter (SE/4SW/4) of Section 4, Township 18 South, Range 47 West.
2. MPC shall pay [REDACTED]
3. Access road location as shown on the attached Access Road Map, commencing at the Southeast Corner of Section 4, Township 18 South, Range 47 West, and continuing along the South line of said section 4 a distance of approximately 3,300 feet, then North to the well site a distance of approximately 660 feet.
4. The Tank Battery shall be located along the East line of said section 4 immediately North of Access Road as shown on the attached survey.
5. Flow line shall take the most direct route from the well site to the tank facility.
6. Electric lines shall be installed from a point to be determined between OPERATOR, OWNER, and Electric Company at a later date, but in general, the line shall commence at a point along the West line of said section 4 and run east to well site.

Any additional damages caused by operations exceeding 3 acres shall be discussed following final survey.

The parties hereby agree to execute any and all instruments necessary to effectuate the agreement as contemplated herein.

This Letter Agreement shall be of binding force to the parties hereto as well as their heirs, successors and assigns.

Sincerely,



Ryan J. Schweizer
Executive Vice President

Letter Agreement by and between McCoy Petroleum Corporation and James J. Haase and Destiny D. Haase, dated January 18, 2019.

AGREED TO AND ACCEPTED

this 30 day of January, 2019 and herein recognized as complete and total acknowledgement to the above stated conditions.



James J. Haase



Destiny D. Haase



FRANE SURVEYING INC.

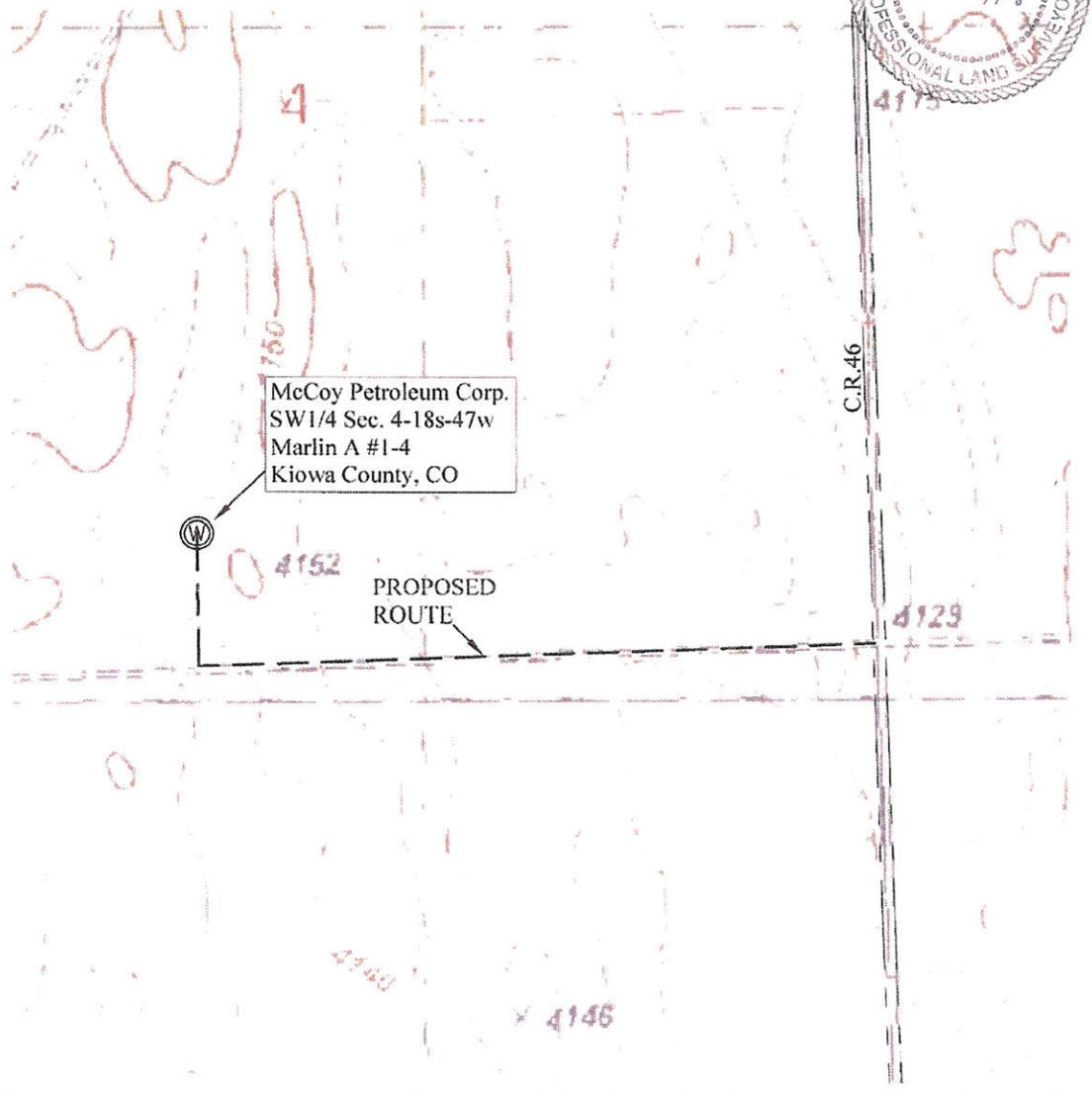
Physical Address: 34834 Annie Cir.
Mail to: Box 2372, Elizabeth, CO 80107
Ph. 303-243-0037
www.franesurveying.com
Job # 18-299-Marlin A 1-4

Frane Surveying, in accordance with a request from McCoy Petroleum Corporation has determined the location of Marlin A #1-4 to be 660 Feet FSL, and 1980 Feet FWL, (90° off Section lines) of Section 4, Township 18s, Range 47w of the 6th Principal Meridian, Kiowa County, Colorado.

Date: Staked on 12/20/18 drawn on 12/21/18.

Re: Staked by Elijah Frane
Drawn: Drawn by Elijah Frane

Access Road Map



SURFACE USAGE AGREEMENT

THIS AGREEMENT is made and entered into this 30 day of January, 2019, by and between James J. Haase and Destiny D. Haase, husband and wife, with an address of 17100 County Road 44.6, Eads, CO 81036, hereinafter referred to as "OWNER", and McCoy Petroleum Corporation, with an address of 9342 E. Central, Wichita, Kansas 67206, hereinafter collectively referred to as "OPERATOR".

For and in consideration of the covenants and agreements herein contained and other valuable considerations, the parties hereto agree:

1. That OPERATOR intends to drill oil and/or gas wells on the following described lands located in Kiowa County, Colorado, to wit:
Township 18 South, Range 47 West, 6th P.M.
Section 04: ALL
2. That in order for OPERATOR to enter, drill, test complete and produce its proposed wells, it is necessary that OPERATOR cross and use certain property of OWNER, and the parties hereby agree as to the damages, entry and surface use thereof.
3. OWNER hereby gives, grants and conveys unto OPERATOR, its agents, employees, and assigns, the right to enter upon and use the above property of OWNER for the purpose of drilling, testing, completing and producing the proposed wells, together with the right-of-way and easement across the above lands to construct, maintain, and use (for each well) an access road, a well site, a storage tank, a pipeline and any other related facilities which are necessary to operate the subject well. As consideration for this grant and in full payment, settlement and satisfaction for all reasonable damages or detriments caused to OWNER'S property of whatsoever nature or character, growing out of, incident to or in connection with the hereinabove referenced wells, OPERATOR, shall pay unto OWNER \$10,000 for each well drilled by OPERATOR in the West Half (W/2) of Section 4, Township 18 South, Range 47 West. For any wells drilled in the East Half of Section 4, Township 18 South, Range 47 West, OPERATOR shall pay unto OWNER \$10,000. It is further understood and agreed that the above payment shall allow the OPERATOR the use of not more than 3 acres for each well and the associated access road, production facilities, electric lines, and flow lines located on the OWNER'S property. In the event OPERATOR'S use of OWNER'S property exceeds 3 acres per well, OPERATOR shall covenant to pay additional damages in a proportionate amount of \$10,000 impacted by OPERATOR'S operations. Any additional payment due hereunder shall be made within 30 days of acquiring final survey of each well location and in consultation with OWNER.
4. In the event of additional damages, including without limitation, damages to buildings, fences, gates, and livestock tanks, livestock, and other extraordinary losses or damages caused by OPERATOR, its agents, employees, and consultants to OWNER'S property, or to the property of OWNER'S surface lessee, if any, OPERATOR agrees to compensate OWNER promptly for same on mutually agreeable terms.
5. OPERATOR will indemnify and hold OWNER harmless from all liability or claims of others, shall claims result from OPERATORS operations on the property of OWNER.
6. In consideration of the hereinabove referenced payments, OWNER hereby releases, acquits and discharges OPERATOR of and from any and all claims for reasonable detriment, injuries and damages, with the exception of damages to personal property of OWNER. It is understood that OWNER is not hereby waiving any rights, which may be based upon negligent operations by OPERATOR.
7. OWNER hereby agrees to provide any necessary compensation to a tenant farmer or contractual successor in interest, as to the consideration herein provided.
8. OWNER acknowledges that it has been given notice by OPERATOR of its proposed Operations at least thirty (30) days prior to OPERATOR'S estimated commencement date or hereby waives such thirty (30) day, or fourteen (14) day, requirement. Provided herewith is a brochure from the Colorado Oil and Gas Conservation Commission, 1120 Lincoln Street, Suite 801, Denver, CO 80203, which describes the rights and responsibilities of OWNER as the surface owner.

This agreement shall remain in force and effect for a period of 5 years or as long thereafter as any well, production facility, or pipeline remains utilized on the property by operator, or their successor or assigns.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Agreed to and accepted the day and year first above written.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

OWNER: James J. Haase and Destiny D. Haase

OPERATOR: McCoy Petroleum Corporation

Signed: [Signature]
James J. Haase

Signed: [Signature]
Ryan J. Schweizer
Executive Vice President

Signed: [Signature]
Destiny D. Haase

ACKNOWLEDGEMENT

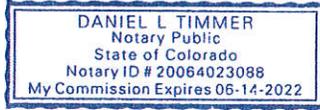
STATE OF COLORADO)
)
COUNTY OF KIOWA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of January, 2019, personally appeared James J. Haase and Destiny D. Haase, husband and wife, to me known to be identical person(s) described in, and who executed the within and foregoing instrument of writing and acknowledged to me that they have executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

NOTARY PUBLIC:

[Signature]



ACKNOWLEDGEMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of January, 2019, personally appeared Ryan J. Schweizer, Executive Vice President of McCoy Petroleum Corporation, to me known to be identical person(s) described in, and who executed the within and foregoing instrument of writing and acknowledged to me that he has executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

NOTARY PUBLIC:

[Signature]



EXHIBIT "A"

Attached to and made a part of that certain Surface Use Agreement dated January 30, 2019, by and between James J. Haase and Destiny D. Haase, husband and wife, "OWNER", and McCoy Petroleum Corporation, as "OPERATOR"

1. All drilling site pits shall be filled within 90 to 120 days following completion of drilling operations on the described lands; subject to pits drying properly.
2. OPERATOR agrees to segregate the topsoil disturbed during pit construction and shall return as much of the top soil to the surface as is nearly practicably possible. Furthermore, OPERATOR shall take measures to limit the blowing of soil off of location.
3. On all locations drilled on grass or pasture lands, location sites shall be reclaimed and reseeded as to NRCS specifications, and fenced until a reasonable vegetation cover of grass is established, or reimburse owner for the cost to repair or replant the location, within reason, and with prior consultation with OPERATOR.
4. If lands are enrolled in the Conservation Reserve Program (CRP), OWNER will be compensated or reimbursed for acreage taken out of the CRP classification due to Lessee's location sites, related equipment and roads. Upon abandonment of any location sites, including roadways and easements thereto, OPERATOR shall level the location and roadway and reseed the same to grass as to SCS specifications or reimburse owner with the costs attributed to replanting at OPERATOR'S option.
5. Access roads shall be reasonably maintained and only one access road per well shall be used. In effort to minimize damages, OPERATOR agrees to consult with OWNER as to routes of ingress and egress for any location or production facilities, pipeline installations, as well as electric line installations. The parties shall agree in writing as to the locations of the above, and owner agrees not to unreasonably withhold their consent to the same.
6. OPERATOR agrees that no drill sites and/or wells will ever be located within the Southwest Quarter of the Southwest Quarter (SW/4SW/4) of Section 4, Township 18 South, Range 47 West without prior written consent of OWNER.
7. This agreement and all terms and conditions established herein shall be binding to the successors or assigns of the parties hereto.

Signed for identification:

[Signature]
James J. Haase

[Signature]
Destiny D. Haase