

# MEMORANDUM OF SURFACE USAGE AGREEMENT

## CHEYENNE COUNTY, COLORADO

**OPERATOR:** McCoy Petroleum Corporation  
9342 E. Central, Wichita, Kansas 67206  
(316) 636-2737

**SURFACE OWNER:** Heart P Ranch, LTD, a Colorado Limited Partnership  
25500 County Road EE, Kit Carson, Colorado 80825  
(719) 349-0708

**EFFECTIVE DATE:** March 19, 2019

### LEASE

**PREMISES:** Township 15 South, Range 47 West, 6<sup>th</sup> P.M.  
Section 33: East Half (E/2)

Township 15 South, Range 48 West, 6<sup>th</sup> P.M.

Section 22: Lot 01 (39.04 acres), Lot 02 (39.00 acres), Lot 07 (38.98 acres), Lot 08 (39.02 acres), Lot 09 (38.98 acres), Lot 10 (38.93 acres), Lot 15 (38.94 acres), Lot 16 (38.99 acres) ada East Half (E/2)

Section 23: All, Less and Except a 5.20 acre tract located in the Northwest Quarter Southwest Quarter (NW/4SW/4)

Township 16 South, Range 48 West, 6<sup>th</sup> P.M.

Section 12: North Half (N/2)

### WAIVERS, EXCEPTIONS AND STIPULATIONS:

1. 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 therefore.
2. OWNER hereby gives, grants and conveys unto OPERATOR, its agents, employees, and assigns, the right to enter upon and use the above described property of OWNER for the purposes of drilling, testing, completing and producing the proposed wells, together with the right-of-way and easement across the above described 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(s).
3. 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.
4. OPERATOR will indemnify and hold OWNER harmless from all liability or claims of others, shall claims result from OPERATOR'S operations on the property of OWNER.
5. 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.
6. OWNER hereby releases and waives all right-of dower and/or homestead in the above-identified lands insofar as the same may affect the purpose for which this grant is made.
7. OWNER hereby agrees to provide any necessary compensation to a tenant farmer or contractual successor in interest, as to the consideration herein provided.

**OWNER:**  
  
Heart P. Ranch, LTD

  
By: Kenneth L. Bergman, General Partner

**OPERATOR:**  
  
McCoy Petroleum Corporation

  
By: Ryan J. Schweizer, Vice President

THIS instrument is executed on the dates set forth in the acknowledgements below.

ACKNOWLEDGEMENTS

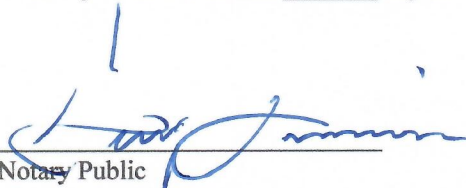
STATE OF Colorado §  
COUNTY OF Cheyenne §  
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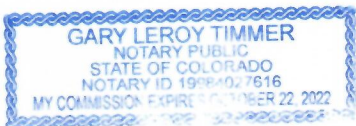
(INDIVIDUAL ACKNOWLEDGMENT)

BEFORE ME, the undersigned, personally appeared Kenneth L. Bergman, General Partner of Heart P Ranch, LTD, a Colorado Limited Partnership, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly 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 notarial seal this 20th day of March, 2019.

My Commission Expires:

  
Notary Public



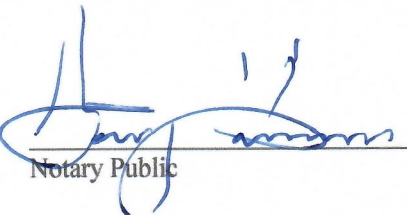
STATE OF Colorado §  
COUNTY OF Kiowa §  
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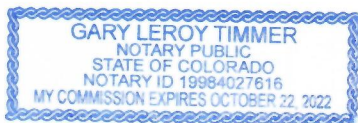
(CORPORATE ACKNOWLEDGMENT)

The foregoing instrument was acknowledged before me this 21st day of March, 2019, by Ryan J. Schweizer, Vice President of McCoy Petroleum Corporation, a Kansas Corporation.

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

My Commission Expires:

  
Notary Public



**ATTACHMENTS:**