

SURFACE USAGE AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of March, 2019, by and between **The McBryde Exempt Family Trust**, with an address of PO Box 676, Stratford, TX 79084, 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 17 South, Range 48 West, 6th P.M.

Section 33: ALL

Township 17 South, Range 49 West, 6th P.M.

Section 13: ALL

Section 14: ALL

Section 23: ALL

Section 24: 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 therefore.
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 a total of [REDACTED] for each well drilled by OPERATOR on OWNER'S property. 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 site located on the OWNER'S property. In the event OPERATOR'S use of OWNER'S property exceeds 3 acres, OPERATOR shall covenant to pay additional damages in a proportionate amount per acre impacted by OPERATOR'S operations. Any additional payment due hereunder shall be made within 30 days of completion of OPERATOR'S operations.
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 OPERATORS 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 agrees to provide any necessary compensation to a tenant farmer or contractual successor in interest, as to the consideration herein provided.
7. 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.

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.

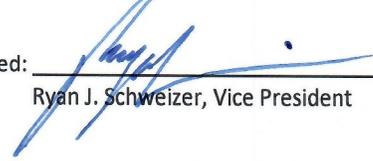
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

OWNER: The McBryde Exempt Family Trust

OPERATOR: McCoy Petroleum Corporation

Signed: 
Hazel Joyce McBryde, Trustee

Signed: 
Ryan J. Schweizer, Vice President

ACKNOWLEDGEMENT

STATE OF COLORADO

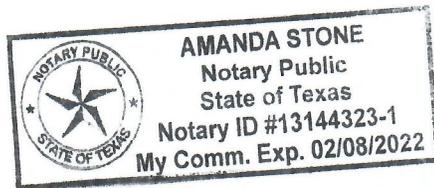
COUNTY OF KIOWA

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of March, 2019, personally appeared Hazel Joyce McBryde as Trustee of The McBryde Exempt Family Trust 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 she has executed the same as hers free and voluntary act and deed for the used 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:





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 March, 2019, personally appeared Ryan J. Schweizer, 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 used 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:

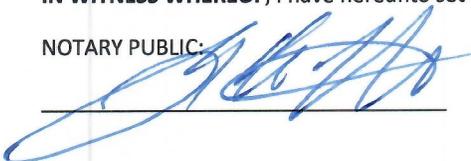




EXHIBIT "A"

Attached to and made a part of that certain Surface Use Agreement dated March 18, 2019, by and between **The McBryde Exempt Family Trust**, "OWNER", and **McCoy Petroleum Corporation**, as "OPERATOR"

1. All drilling site pits shall be filled within 90 to 120 days after completion of any well drilled on the described lands; subject to pits drying properly.
2. OPERATOR agrees to remove the top soil from all pits and keep surface from the subsoil and be backfill such pits accordingly, to return as much of the top soil to the surface as is nearly practicably possible.
3. On all locations drilled on crop growing lands, OPERATOR agrees to restore the surface as nearly practicably possible to the condition which existed prior to commencement of drilling operations.
4. 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.
5. 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 NRCS specifications or reimburse owner with the costs attributed to replanting at OPERATOR'S option.
6. Access roads shall be reasonably maintained and only one access road per well shall be used. OPERATOR agrees to consult with OWNER as to routes of ingress and egress for any wells drilled on the above described lands, in an attempt to minimize damages to the above described lands. OWNER agrees not to unreasonably withhold his consent as to routes of ingress and egress.
7. OWNER agrees that MPC will have all rights of ingress and egress to any locations drilled on said lands, now or in the future, by constructing access roads across any portion of said lands listed in this agreement, so long as the OWNER and MPC mutually agree on access road routes. OWNER agrees not to unreasonably withhold his consent as to routes of ingress and egress.

Signed for identification:

THE McBRYDE EXEMPT FAMILY TRUST

Signed:


Hazel Joyce McBryce, Trustee