

MEMORANDUM OF MASTER SURFACE USE AGREEMENT

State: Colorado
County: Rio Blanco and Moffat
Grantor: John R. Pierce Revocable Trust dated May 12, 2014
Grantee: Augustus Energy Partners II, LLC
Effective Date: April 1, 2019

As of the Effective Date stated above, Grantor, named above, executed and delivered to Original Grantee, named above, a Master Surface Use Agreement (the "Agreement") in which Grantor granted and let to Grantee a surface use agreement in, on and to the lands (the "Premises") located in Moffat and Rio Blanco Counties, Colorado, described as follows:

Township 3 North, Range 97 West, 6th P.M.
Section 14: W/2NE, NW, S/2
Section 15: E/2SE
Containing 640.00 gross acres, more or less ("Subject Lands")

The Agreement grants Grantee the non-exclusive rights to use of the surface as defined in said Agreement, including, but not limited to, access, well pad(s), and pipeline rights-of-way for the exploration and production of oil, gas, water and associated hydrocarbons from the Premises during the term of the Agreement; to construct and maintain such facilities as are provided for in the Agreement; and, the right of ingress and egress through, on and over the Premises.

Reference is hereby made to executed copies of the Agreement in possession of Grantor and Grantee, respectively, for all of the provisions thereof, and by this reference the same are incorporated and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

AUGUSTUS ENERGY PARTNERS II, LLC

[Signature]
By: Steven D. Durrett, President

20191259 5/3/2019 4:20 PM
1 of 1 MEM RS13.00 DS0.00
Barcode
TAMMY RASCHKE
Moffat County Clerk

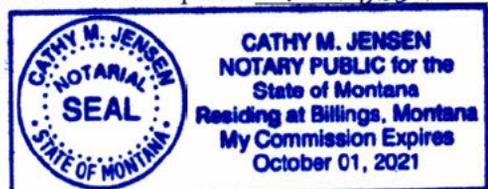
ACKNOWLEDGMENT

STATE OF MONTANA
COUNTY OF YELLOWSTONE } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of April, 2019 personally appeared Steven D. Durrett, President of Augustus Energy Partners II, LLC, 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 the day and year last above written.

My Commission Expires: 10-1-2021
[Cathy M. Jensen Signature]
Notary Public



MASTER SURFACE USE AGREEMENT

This **MASTER SURFACE USE AGREEMENT** ("Agreement") is effective this 1st day of April, 2019 ("Effective Date") between the John R. Pierce Revocable Trust dated May 12, 2014, ("Grantor") with an address c/o Ms. Alison L. Rossen, Trustee, 9010 Falcon Street, Danville, California 94506, and **Augustus Energy Partners II, LLC** ("AEP"), a Delaware Corporation whose address is 1125 17th Street, Suite 1525, Denver, Colorado 80202, Grantor and AEP may be hereinafter referred to collectively as Parties or individually as Party.

RECITALS

- A. Grantor owns the surface of the real property located in Moffat County, Colorado described as follows:

Township 3 North, Range 97 West, 6th P.M.

Section 14: W/2NE, NW, S/2

Section 15: E/2SE

Containing 640.00 gross acres, more or less ("Subject Lands")

- B. Grantor owns one hundred percent (100%) of the mineral interest in the Subject Lands and Grantor and AEP have entered into an Oil and Gas Lease, dated March 5, 2012 covering such mineral interest ("Grantor's Lease").
- C. In addition to Grantor's Lease, AEP has acquired or controls additional fee and federal oil and gas leases covering varying interests surrounding the Subject Lands ("Leases") and may desire to drill oil and gas wells and build related infrastructure and facilities pursuant to Grantor's Lease and the Leases.
- D. Grantor and AEP wish to enter into an agreement concerning the payment of fees and damages to Grantor in connection with pad placement, drilling, construction, completion, re-completion, reworking, reentry, production, maintenance, access, and operation of any well or wells and all pipelines, compressors, and other facilities of AEP associated with the wells and located on the Subject Lands or with wells located on lands owned by third parties that are accessed via the Subject Lands.

TERMS

THEREFORE, in consideration of the mutual covenants provided in this Agreement, and AEP's agreement to pay the consideration, fees and damages described in this Agreement, the Parties agree as follows:

I. WELLS AND WELL PADS.

- a. "Well" shall mean a well and the accompanying wellbore (either vertically or directionally drilled from a "Well Pad") for the production of oil and gas and all

associated casing and wellhead equipment or any well on the Subject Lands.

- b. "Well Pad" shall mean a physical drill site and production location which may contain one or more Wells. A Well Pad shall include, but not be limited to, production equipment such as flowlines, pumps, heater treaters, separators, tank batteries, meter houses and other facilities necessary or convenient for testing, completing or producing oil or gas from the Wells.

2. WELL PAD CONSIDERATION.

- a. Damage Amount. Prior to the commencement of construction of any Well Pad on the Subject Lands, AEP shall pay Grantor [REDACTED] ("Well Pad Damage Amount") per Well Pad. Well Pads shall be no greater than eight (8) acres in size following drilling and completion activities (which shall not be more than 12 months from completion of the Well(s) for production) unless AEP is planning to drill additional wells from the Well Pad and/or unless AEP elects to increase the size of a Well Pad and makes payment as provided in subsection 2(b).
- b. Extension Payment. If, at any time following the initial construction of a Well Pad located on the Subject Lands and after the initial restoration following drilling and completion activities, AEP elects to increase the size of a Well Pad to greater than eight (8) acres, AEP shall pay Grantor, prior to such extension, an additional [REDACTED] per additional acre, prorated for less than a full acre ("Extension Payment").
- c. Consideration. The Extension Payment shall be paid to Grantor prior to construction or extension of a Well Pad. The Well Pad Damage Amounts and Extension Payments shall constitute payment in full by AEP and its affiliates for all normal damages to the Subject Lands disturbed by the construction, or extension, of Well Pads and the drilling, completion, re-completion, reworking, re-entry, production, installation, operation and maintenance of the Wells, but such amounts shall not be compensation for damages associated with livestock or other damages for which payment is specifically provided in this Agreement.

3. ROAD RIGHT-OF-WAY.

- a. Existing Roads. Grantor grants to AEP a non-exclusive access right-of-way across the Subject Lands along the existing roads ("Road Right-of-Way") for ingress and egress to AEP operated Wells and Well Pads located on the Subject Lands and outside the Subject Lands. The Road Right-of-Way shall be approximately thirty (30) feet in width, being fifteen (15) feet on each side of the centerline of the existing roads. However, AEP shall not use the Road Right-of-Way to access Well Pads until a one-time payment of [REDACTED] per rod for the portion of the road which it utilizes to access a Well Pad which shall be paid to Grantor prior to the construction of any Well Pad. As additional Wells are drilled and Well Pad(s) constructed which utilize additional portions of the existing roads, AEP shall make such additional one-time payments to Grantor for those additional portions of the existing roads that are utilized. In special situations, such as safety hazards, if approved by Grantor, AEP may construct turnouts and passing lanes that are in excess of the thirty (30) foot wide width and AEP shall compensate Grantor [REDACTED] per acre (prorated for less than a full acre) for each such increase in the width of the Road Right-of-Way, prior to construction.

- b. New Roads. Grantor grants to AEP a non-exclusive access right-of-way across the Subject Lands to construct new roads. Such new roads may only be constructed with Grantor's consent following notice by AEP of the proposed route. The new roads shall comply with the width restriction set forth in subsection 3(a) and shall be considered a part of the Road Right-of-Way. If Grantor grants AEP permission to construct new roads, AEP shall pay Grantor a one-time fee of [REDACTED] per rod prior to construction. Any land adjacent to a newly constructed or existing road that is disturbed by AEP shall be promptly reseeded and restored, in accordance with Section 10, upon completion of the construction activities.
- c. Limited Use. Subject to Grantor's right to use the Road Right-of-Way at any time for any purpose, the Road Right-of-Way is solely for use by AEP employees and contractors for the sole purpose of exploration, development and production of oil and natural gas on the Subject Lands and other lands accessed by the Road Right-of-Way. This Agreement in no way conveys rights of access to individuals or parties for any other purpose whatsoever. Hunting, sightseeing, horseback riding, use of recreational vehicles and other such activities are expressly forbidden.

4 PIPELINE RIGHT-OF-WAY.

- a. Pipeline Right-of-Way. Grantor grants to AEP a non-exclusive pipeline right-of-way across the Subject Lands to construct, lay, maintain, operate, or alter one or more pipelines, including but not limited to, valves, regulators, meters, separators, purification equipment, fittings, appliances, and appurtenant facilities ("Pipeline Right-of-Way"). The Pipeline Right-of-Way shall include pipelines within both the "Roadside Pipeline Routes" and "Extended Pipeline Routes" as defined in subsection 4(b).
- b. Pipeline Provisions. To the extent possible, the pipeline routes shall run parallel to the Road Right-of-Way and the actual pipelines shall be built outside of the thirty (30) foot width of the Road Right-of-Way, but not more than thirty (30) feet beyond the centerline of the road Right-of-Way on either side of the road Right-of-Way ("Roadside Pipeline Route"). The approximate pipeline route must be approved by Grantor prior to construction. AEP may install up to five (5) separate pipe lines in the Pipeline Right-of-Way. Notwithstanding the foregoing, due to topographical or other surface constraints, the pipelines may be constructed within and underlying the Road Right-of-Way with approval of Grantor. AEP shall bury the pipeline(s) with a minimum of thirty-six (36) inches of soil from the top of the pipeline(s) to the normal surface of the ground. AEP may also select pipeline routes across the Subject Lands in areas outside the Roadside Pipeline Route (an "Extended Pipeline Route") upon Grantor's approval prior to construction of the pipeline. An Extended Pipeline Route shall be no more than fifteen (15) feet wide. During the period of pipeline construction, AEP shall have the right to temporarily use an additional strip of land fifty (50) feet on each side of the centerline of the Road Right-of-Way and thirty-five (35) feet on each side of the centerline of the Extended Pipeline Route, unless AEP's activities will interfere with irrigation ditches, streams, creeks, or Grantor's activities or improvements.

c. Temporary Surface Lines. AEP shall also have the right to install temporary pipeline(s) on the surface of the Subject Lands, provided that each such temporary surface pipeline is removed and/or buried upon the written request of Grantor at any time three (3) years after the date of final installation. Any temporary surface pipeline shall be buried anywhere it crosses a road or arable field, including seldom used two-track roads that are identified by Grantor prior to construction. Consideration for a temporary surface pipeline is [REDACTED] per rod due when the temporary line is first laid out. No additional consideration is due when a temporary surface pipeline is buried or when a temporary surface pipeline is picked up and laid back down. Should any surface damages result from the laying of a temporary surface pipeline, AEP will handle said damages in accordance with Section 7 or 9, whichever applies.

d. Consideration.

1. For Roadside Pipeline Routes.

i. Along Existing Roads. As consideration for the Pipeline Right-of-Way along each Roadside Pipeline Route along an existing road as described in subsection 3(a), AEP shall pay Grantor, prior to construction of the first pipeline in such right-of-way, a one-time payment of [REDACTED] per rod.

ii. Newly Constructed Roads. Consideration for a Pipeline Right-of-Way along a newly constructed road as described in subsection 3(b) is included in the one-time fee of [REDACTED] per rod paid for the Road Right-of-Way, and no additional consideration shall be paid.

2. For Extended Pipeline Routes. As consideration for the Pipeline Right-Of-Way along each Extended Pipeline Route, AEP shall pay Grantor, prior to construction of the first pipeline in such Right-of-Way, a one-time payment of \$50.00 per rod, regardless of whether such pipeline is permanent or temporary. No additional consideration is due when a temporary pipeline is buried.

e. Additional Damages. No additional consideration will be due if AEP buries any temporary pipeline unless the pipeline is extended in conjunction with the burial process. In such case AEP will compensate Grantor for additional rods at the applicable rate in subsection 4(d). Any and all surface damage caused by pipeline construction, burial or removal, including construction, burial or removal of temporary pipelines, shall be handled in accordance with Section 7 or 9, whichever applies.

5. **COMPRESSOR FACILITIES.**

a. Compressor Facilities. Grantor grants exclusively to AEP the right to use a portion of the Subject Lands for the construction, maintenance and operation of compressors, dehydrators, inlet separators, meters, storage tanks and other related facilities and/or structures ("Compressor Facilities"). AEP may construct Compressor Facilities up to ten (10) acres in size. AEP and Grantor must mutually agree on the locations of the Compressor Facilities prior to construction. If requested by Grantor, all compressors will have installed hospital-grade mufflers or take comparable noise mitigation measures to limit noise pollution.

- b. Compressor Construction Fee. In consideration for the use of the Subject Lands for the Compressor Facilities, AEP shall pay Grantor [REDACTED] per acre, prorated for less than a full acre, prior to construction of each Compressor Facility. A Compressor Facility may be located on or adjacent to a Well Pad, provided that the combined size of a Compressor Facility and Well Pad does not exceed ten (10) acres. AEP shall pay Grantor [REDACTED] per acre in excess of the acreage occupied by the Well Pad, prorated for less than a full acre, as described above, for such a combined facility.

6. LIVESTOCK.

- a. Fencing. All equipment or appurtenances to any pipelines, facilities, or Wells that are above the surface of the ground shall be installed in a manner to protect the livestock of Grantor or Grantor's lessee(s). During construction of any pipelines in the Pipeline Right-of-Way, AEP shall not maintain over one-half (1/2) mile of continuous open trench if livestock are present in the area, unless temporary fencing is installed around the trench to prevent access thereto and appropriate livestock crossing areas are created as determined by Grantor.
- b. Relocation of Livestock. Grantor shall notify AEP seventy-two (72) hours in advance when Grantor desires to exclusively use any Road Right-of-Way from time-to-time for periods of up to five (5) hours to relocate livestock. AEP shall make reasonable efforts to accommodate Grantor's operations during such use periods, subject to AEP's need to use the Road Right-of-Way for emergency or well control equipment. AEP shall be responsible for providing Grantor adequate access to its pastures at all times. AEP will provide a route of access around any Well Pad that inhibits the flow of livestock so the livestock will not have to cross the pad during drilling operations.
- c. Damages. Grantor shall be compensated for any of Grantor's or Grantor's lessees' livestock that, are injured or killed by the direct or indirect actions of AEP or its employees, contractors, sub-contractors, agents, business invitees or other visitors. If an animal is injured, AEP, in its sole discretion, shall either (i) pay Grantor the veterinarian, medical or other costs to rehabilitate the injured animal, or (ii) reimburse Grantor the market value of that animal. If an animal is killed, AEP shall reimburse Grantor the market value of the animal or the acquisition price for a similar animal, whichever is greater, within thirty (30) days of the event.

7. DAMAGE.

- a. If, by reason of AEP's operations, there is damage to any personal property of Grantor or Grantor's surface lessees on the Subject Lands, or there is damage to the surface of the Subject Lands caused by the negligence of AEP or any unreasonable use of the Subject Lands by AEP that is not associated with reasonable and normal drilling, completion, re-completion, reworking, reentry, production, maintenance and operation of a Well, such as, by way of example and not limitation, damage to structures, fences, gates, crops, culverts and ditches, such damage shall be repaired or replaced by AEP, or AEP shall promptly pay Grantor for such damage.
- b. AEP shall not alter the natural flow of any creeks, streams, or irrigation ditches on the Subject Lands. AEP shall be solely responsible to Grantor for any and all damage to any springs, water sources or water rights on the Subject Lands resulting from AEP's operations under this Agreement.

8. RELEASE.

Except as otherwise provided in this Agreement, Grantor for itself and its successors and assigns, does hereby release, relinquish and discharge AEP, its affiliates, successors and assigns from all claims, demands, damages and causes of action that Grantor may have by reason of the drilling of the Wells and all other damage or injury to the Subject Lands caused by the drilling, completion, re-completion, reworking, reentry, production, operation, and maintenance of the Wells, and Grantor accepts the Damage Amounts, Extension Payments, and Pipeline Consideration Payments as full compensation for such damage or injury.

9. RESTORATION OF LANDS.

Following AEP's (a) completion of the drilling and completion activities at a particular Well Pad or any portion thereof not needed for operation of existing or planned Well(s), (b) permanent plugging of all Wells on a Well Pad, (c) permanent termination of the use of a Compressor Facility, or (d) the abandonment of all or portions of a Pipeline Right-of-Way (individually "Reclamation Event(s)"), the portions of the Subject Lands which have been disturbed by AEP's Well Pad, Compressor Facility or Pipeline Right-of-Way and that are no longer necessary for AEP's operations, shall be re-contoured, re-vegetated, reseeded and restored as closely as practicable to their condition prior to disturbance by AEP ("Reclamation"), all at AEP's sole cost, risk and expense.

- a. Final Reclamation Obligation. AEP shall restore the surface of all disturbed areas in accordance with the rules and regulations of the COGCC. No trash, litter and/or debris may be buried or burned for any reason. Upon final termination of AEP's operations, Grantor may request culverts and fencing to be left in place, in which case such improvements shall thereafter belong to Grantor. AEP shall not be required to reclaim any roads. AEP shall make a good faith effort to commence Reclamation within two (2) months, subject to weather conditions, of each Reclamation Event and shall complete the Reclamation within two (2) years of each Reclamation Event. AEP's Reclamation responsibility shall be ongoing and shall continue even after termination of this Agreement, until Grantor provides AEP with a written release of the Reclamation responsibility, or three (3) years from the Reclamation Event, whichever occurs first.
- b. Assumption of Reclamation Obligation by Grantor. Notwithstanding the foregoing, at any time following the Reclamation Event, Grantor may advise AEP that Grantor desires to take over all or portions of the Subject Lands affected by such Reclamation Event and maintain and assume responsibility for all Reclamation associated with such lands.

10. OPENING AND RESTORATION OF FENCES.

Opening and restoration of Grantor's fences shall be made at AEP's sole cost, risk and expense as follows:

- a. Permanent Fences. Upon completion of drilling and completion of the Wells, AEP shall promptly rebuild permanent fences to a condition equal to or better than any fences damaged or removed by AEP. Experienced fence builders shall do fence replacement and shall consult with Grantor prior to and during replacement.

- b. Replacement Fencings. No fence shall be considered to be in a condition equal to Grantor's existing fence if the posts have been undercut or brush has been shoved into such fence. If AEP has disturbed the ground, plowed mud, or added other material within three (3) feet of a fence, Grantor shall determine, in its sole discretion, whether a new fence must be constructed to replace the existing fence at AEP's sole expense.
- c. Cattle Guards. If requested by Grantor, AEP will install cattle guards of sufficient size and substance to bear AEP's traffic and to turn all livestock. Such cattle guards shall not be installed without Grantor's prior approval, and shall be installed in such a manner so as to prevent water draining into the cattle guards, and at a height so they are visible to livestock from a reasonable distance. Any cattle guard installed by AEP pursuant to this subsection 10(c) shall be cleaned and otherwise maintained by AEP. Grantor approved gates shall be placed adjacent to all cattle guards so that livestock can be moved through the fence and/or can be turned without injury when moving in large groups or when influenced by inclement weather.
- d. Replacement Gates. AEP shall install Grantor approved gates at all points where AEP's actions necessitate replacing or widening the existing opening in a fence line or creating a new opening in a fence line.

11. WEED CONTROL.

- a. Weed Control. AEP shall be responsible for controlling all noxious weeds on any Well Pad, Compressor Facility, Road Right-of-Way and Pipeline Right-of-Way If AEP locates, or if Grantor notifies AEP in writing of the location of, noxious weeds on any areas subject to this Section 11, AEP shall make its best efforts to implement control procedures before the noxious weeds go to seed.
- b. Term of Responsibility. AEP's responsibility for noxious weed control under this Section 11 shall be ongoing and shall continue until completion of the Reclamation Event.

12. MAINTENANCE AND DUST CONTROL.

- a. Repair of Improvements. All Grantor's currently existing access roads, fences, cattle guards, and gates impacted by AEP's Well Pads, Compressor Facilities, Road Rights-of-Way or Pipeline Rights-of-Way shall be maintained by AEP in as good condition as existed at the time of the execution of this Agreement. Grantor shall give AEP written notice of degradation or damage to such improvements caused by AEP's operations. Within a reasonable time after such notice (not to exceed fifteen (15) days, subject, however, to inclement weather conditions), if AEP fails to repair or restore the roads, fences, cattle guards, or gates to the condition described above and Grantor performs remediation or restoration on such improvements, AEP shall reimburse Grantor for all costs associated with such remediation or restoration within fifteen (15) days of receipt of an itemized invoice for such work.
- b. Dust Control. AEP agrees to water roads on the Subject Lands or use other reasonable measures to reduce excess dust from road use during drilling and completion operations. Following drilling and completion, AEP agrees to continue such dust control measures to the same standard as required for roads on the federal lands which are adjacent to the Subject Lands.

13. LAWS, RULES AND REGULATIONS.

AEP shall, at its sole expense, comply with and take steps to ensure its agents comply with all federal, state and local statutes, rules, regulations and ordinances, including without limitation, those relating to safety and the environment, that are applicable to AEP's and/or its agents' use of the Subject Lands.

14. DRUGS, ALCOHOL AND FIREARMS.

AEP shall not allow the use, possession, transfer, purchase or sale of illegal drugs, narcotics, or other unlawful substances and materials by AEP or its employees, contractors, sub-contractors, agents, business invitees or other visitors while on the Subject Lands. The use, possession, transfer, purchase or sale of alcoholic beverages, firearms and other weapons upon the Subject Lands is expressly prohibited. AEP agrees to notify all of its contractors, agents and employees of these restrictions. Any individual who violates this provision may be denied access by Grantor.

15. IMPROVEMENTS.

Upon termination of this Agreement, all permanent buildings, fixtures or improvements placed on the Subject Lands, not otherwise disposed of as provided for in this Agreement, shall become property of Grantor. No water, timber, rock, dirt, gravel or other materials or minerals shall be sold or removed from the premises by AEP or its agents without the prior written permission of Grantor.

16. WATER.

In the event AEP drills a water well on the Subject Lands in accordance with applicable laws and regulations for use in its operations hereunder, Grantor shall have free use of any water not used or being stored by AEP for future use and Grantor shall have the right to takeover such water well at Grantor's sole and cost and expense, including the responsibility for plugging and restoration when abandoned by AEP.

17. HUNTING AND FISHING.

No hunting, trapping or fishing by AEP or its employees, contractors, sub-contractors, agents, business invitees or other visitors is permitted on the Subject Lands, and no such rights are granted by this Agreement.

18. VARIANCES.

A copy of any requests by AEP for variance from surface use or reclamation regulations, not requiring a petition and notice to Grantor, shall be delivered to Grantor at the same time as delivery to the COGCC.

19. INSURANCE.

At all times while this Agreement is in effect, and as may be necessary for any obligations that survive this Agreement, AEP shall keep its operations insured, or comply with applicable self-insurance laws and regulations, for automobile, general liability, and workmen's compensation insurance, as well as for any damages incurred on or to the Subject

Lands.

20. WAIVER OF WARRANTY OF TITLE.

This Agreement is made subject to any and all existing third-party easements, rights-of-way, liens, agreements, burdens, encumbrances, restrictions, and defects in title affecting the Subject Lands. Grantor does not in any way warrant or guaranty title to the Subject Lands.

21. LIENS.

AEP shall, at its sole expense, keep the Subject Lands free and clear of all liens and encumbrances resulting from AEP's and its agents' activities on the Subject Lands, and shall indemnify and hold harmless Grantor from and against any and all liens, claims, demands, costs, and expenses, including, without limitation, reasonable attorney fees and court costs, in connection with, or arising out of, any work done, labor performed, or materials furnished.

22. CONFIDENTIALITY.

Grantor will keep the terms of this Agreement confidential and will not disclose the same to any third party, except for disclosure to Grantor's accountants, agents, and attorneys, who will also be bound by this obligation of confidentiality, or for disclosure that may be required by law.

23. TERM.

This Agreement shall terminate and all rights under this Agreement shall revert to Grantor when the Subject Lands have not been used by AEP or its affiliates, successors or assigns for the purposes described in this Agreement for a period of five (5) years, subject to the survival of AEP's obligations described elsewhere in this Agreement. All fees, payments, costs, rents and/or other compensation shall continue unabated until all reclamation efforts are completed, and drilling, extraction, maintenance or other activities not associated with reclamation of the Well locations or Compressor Facilities have been completed in accordance with this Agreement. Notwithstanding the termination of this Agreement, AEP shall not be deemed to have released the rights it may have under any oil and gas lease which is still in effect and which covers any portion of the Subject Lands.

24. LIABILITY OF THE PARTIES.

- a. Indemnity. AEP covenants and agrees to fully defend, protect, indemnify, and hold harmless Grantor, its officers, directors, partners, principals, employees and agents (collectively, "Agents"), from and against each and every claim, demand or cause of action and liability, cost and/or expense (including but not limited to reasonable attorney fees and costs incurred in defense of Grantor and its Agents), for damage or loss in connection therewith, which may be made or asserted by AEP, its officers, directors, partners, employees and/or agents, or which may be asserted by any third party (including but not limited to Grantor's Agents), on account of personal injury, death or property damage caused by, arising out of, or in any way incidental to or in connection with, AEP's use of the Subject Lands or the rights granted under this Agreement, except to the extent such damage or injury results from the actions of Grantor or its Agents or such liability has been assumed by Grantor. Where personal injury, death, or loss of or

damage to property is the result of the joint actions of Grantor or its Agents and AEP, AEP's duty of indemnification shall be in proportion to its allocable share of such action.

- b. Environmental Claims. It is expressly agreed that the indemnity obligation described in this Section 24 specifically includes, but is not limited to, claims arising under all federal, state and local environmental laws, rules and regulations.
- c. Force Majeure. Neither Party shall be liable to the other for any damages or for failure to perform its obligations under this Agreement due to fire, earthquake, flood, windstorm and other like casualty or other causes beyond its reasonable control (including but not limited to inability to complete Reclamation responsibilities due to adverse conditions such as drought; provided, however, that such responsibilities shall continue but with an extension of the completion deadline), nor for damages caused by public improvements or condemnation proceedings.

25. SURVIVAL OF OBLIGATIONS.

All obligations, indemnities, duties, and liabilities undertaken by AEP under this Agreement shall not survive the termination of this Agreement except as set out in Paragraph 9. The provisions of this Agreement related to AEP's activities on the Subject Lands, including but not limited to the provisions regarding livestock, damages, fences and weed control, shall also be applicable during the Reclamation period.

26. NON-EXCLUSIVE USE AND RESERVATIONS.

All rights granted in this Agreement are limited to the specific grant(s) described in this Agreement. Notwithstanding, the Parties agree that this Agreement will supersede any and all existing agreements covering the Subject Lands and the rights granted herein are deemed to be superior to said existing rights and agreements. AEP's use of the Subject Lands will not be restricted except as set forth in this Agreement or as required by governing law. Except as may be specifically provided elsewhere in this Agreement, this Agreement does not, in any way, convey any water rights or the right to use water. Grantor reserves to itself and its successors and assigns all rights not specifically granted to AEP in this Agreement.

27. NOTICES.

- a. Requirements. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement, payment, or other instrument, such notice shall be given by (i) Email, or (ii) personal delivery, or (iii) United States first class mail, postage prepaid, addressed to the party entitled to receive the same at the address stated in the introductory paragraph; provided, however, that each party may change that party's email, delivery, or mailing address by giving the other party written notice of change of such address in the manner provided in this subsection 27(a). Email shall be deemed to have been delivered when sent unless a failed delivery notice is received by sender and mail shall be deemed to have been given, served and delivered upon the third delivery day following the date of the mailing; personal delivery shall be deemed to have been given, served and delivered upon receipt.
- b. COGCC Notices. If requested by Grantor, AEP shall provide Grantor with a copy of any "Change of Operator" notice filed with the COGCC, and AEP shall provide Grantor a copy of any notice filed with the COGCC regarding public health, safety, or emergency matters. AEP shall notify Grantor of a spill of waste or any other substance.

- c. Construction and Reclamation Notices. AEP shall provide Grantor written notice of both the start date and completion date of all construction and reclamation projects contemplated under this Agreement including Wells, Well Pads, new roads, road extensions, pipelines, pipeline extensions, temporary pipelines, Compressor Facilities, water wells, water springs, diversions, restoration, remediation and re-vegetation.

28. **AMENDMENTS.**

This Agreement may only be amended by the written agreement of both Parties. This Agreement cannot be amended or terminated orally.

29. **HEADINGS.**

Section headings or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision.

30. **APPLICABLE LAW, ATTORNEY FEES AND DEFAULT.**

This Agreement and the rights of the Parties under it shall be interpreted in accordance with the laws of the State of Colorado, by the district court in the county where the Subject Lands are located. In the event of any dispute, the prevailing party shall be entitled to recover its reasonable costs and attorney fees, including post-judgment collection costs, in addition to actual damages.

- a. Cooling-off Period. Notwithstanding any other provision of this Agreement, no litigation shall be initiated by Grantor for damages, forfeiture or cancellation with respect to any breach or default by AEP hereunder, unless Grantor has given AEP sixty 60 days written notice describing the breach or default, and then only if AEP fails to remedy the breach or default within such sixty (60) day time period. Neither the service of the notice nor the conduct by AEP of any actions to cure or attempt to cure a breach that is alleged by Grantor shall be deemed an admission or presumption that AEP has failed to perform its obligations hereunder.
- b. No Limitation of Actions. Nothing in this Agreement shall be construed to limit or abridge a Party's right to seek termination of this Agreement upon the other party's default of a term or condition described herein.

31. **NATURE OF RELATIONSHIP.**

The Parties acknowledge and agree that this Agreement does not create any special relationship between the Parties, including without limitation, that of joint venturers or partners. Nothing in this Agreement shall be construed as designating either party an agent of the other.

32. **WAIVER.**

The failure of either Party to enforce any of its rights under this Agreement upon any occasion shall not be deemed a waiver of such rights on any subsequent occasion(s). The waiver, either express or implied, by any Party of any of the rights, terms or conditions in

this Agreement shall not be deemed as or constitute a waiver of any other rights, terms or conditions in this Agreement. Any waiver, in order to be valid and effective, must be in writing.

33. SEVERABILITY.

If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws applicable to this Agreement, the Parties intend that the remainder of this Agreement shall remain in full force and effect so as to fulfill as fully as possible the intent of the Parties as expressed by the then existing terms of the Agreement, including the invalidated provision.

34. HEIRS, SUCCESSORS AND ASSIGNS.

Subject to any limitations on assignment provided in this Agreement, either Party can assign this Agreement and this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

35. TRANSFER OF GRANTOR'S INTEREST.

No transfer of Grantor's interest (by assignment or otherwise) shall be binding on AEP until AEP has been furnished with notice, consisting of copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Grantor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on AEP. If less than Grantor's entire interest in the Subject Lands is transferred, such notice shall also specify the method of apportionment of all payments to be made by AEP pursuant to this Agreement. No present or future division of Grantor's ownership as to different portions or parcels of the Subject Lands shall operate to enlarge the obligations or diminish the rights of AEP, and all AEP's operations may be conducted without regard to such division.

EXECUTED as of the day and year notarized below and effective as of the Effective Date.

GRANTOR:

John R. Pierce Revocable Trust

Dated May 12, 2014

GRANTEE:

AUGUSTUS ENERGY PARTNERS II, LLC

By: Alison L. Rossen, Trustee
NAME: Alison L. Rossen, Trustee ^{04/22/19}

By: 
NAME: Steven D. Durrett
TITLE: President

ACKNOWLEDGMENT

STATE OF CALIFORNIA §
COUNTY OF _____ § ss.
§

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ____ day of _____, 2019, personally appeared Alison L. Rossen, Trustee of the John R. Pierce Revocable Trust dated May 12, 2014, 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 she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

Notary Public

PLEASE, SEE
THE ATTACHED
FROM NOTARY PUBLIC

ACKNOWLEDGMENT

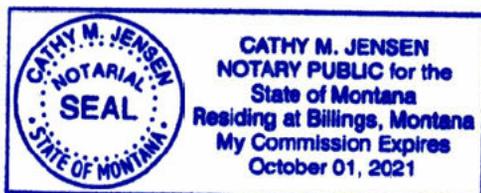
STATE OF MONTANA §
COUNTY OF YELLOWSTONE § ss.
§

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25TH day of APRIL ~~March~~, 2019 personally appeared Steven D. Durrett, President of Augustus Energy Partners II, LLC, 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 the day and year last above written.

My Commission Expires: 10-1-2021

Cathy M. Jensen
Notary Public



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of CONTRA COSTA

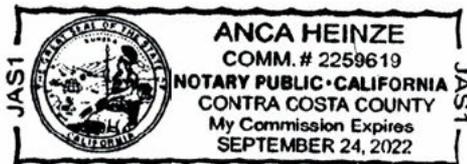
On 22nd April 2019 before me, Anca Heinze Notary Public
(insert name and title of the officer)

personally appeared ALISON L. ROSSEN,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the
person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Anca Heinze (Seal)



MASTER SURFACE USE AGREEMENT

PIERCE TRUST

Township 3 North, Range 97 West
Section 14: W2NE, NW, S2
Section 15: E2SE
Moffat County, Colorado

EXHIBIT A PIERCE TRUST PARCEL

Legend

- CO T3N
- Feature 1
- Feature 2



Sec 15

Sec 14

Google Earth

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