

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT (this "**SUA**") is entered into on December 9, 2022, by and between The Bluffs Partnership, L.L.P., by Realty Funding Source, LLC, its Partnership Manager ("**Surface Owner**"), whose address is 1540 Main Street, Suite 218/303 Windsor, Colorado 80550 and Kerr-McGee Oil & Gas Onshore LP ("**KMOG**"), with offices at 1099 18th Street, Suite 700, Denver, Colorado 80202, covering certain lands situated in Weld County, Colorado, described as follows (the "**Lands**"):

See Exhibit A attached hereto.

Surface Owner and KMOG are each individually referred to herein as a "**Party**," and, collectively, as the "**Parties**."

NOW, THEREFORE, in consideration One Hundred and NO/100 DOLLARS (\$100.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Compensation; Release of All Claims**

KMOG shall pay to Surface Owner the sum set forth in that certain Agreement Regarding Compensation between Surface Owner and KMOG entered into contemporaneously with this SUA, as full consideration and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to the Lands or growing crops thereon that may occur as a result of KMOG's operations on the Lands, including, but not limited to, KMOG's drilling and completion operations, its continuing activities for the production and transportation of oil, gas, other hydrocarbons, water or products associated with such operations and activities, use of the surface of the Lands, ingress, egress, access roads, mud and reserve pits, wellhead equipment, separators, tank batteries, pipelines, gathering lines, flowlines, pipeline interconnections, electrical lines and equipment, data transmission lines and equipment, and any and all other reasonable and customary uses of the Land related to all such operations or activities.

2. **Acknowledgement of Rights and Easement of KMOG**

Surface Owner acknowledges and understands that KMOG, as owner or lessee of the oil and gas estate for the Lands, owns an easement and right-of-way that burdens the Lands, and that KMOG has a continuing right and entitlement to construct, own, operate, maintain, repair and replace all flowlines, gathering lines, other pipelines and related equipment that may be necessary or convenient to its operations on the Lands, including but not limited to, constructing, using and maintaining access roads, locations for surface equipment and subsurface gathering lines, pipelines and pipeline interconnections for its operations and activities; provided, however, KMOG agrees that it will not construct pipelines in a manner that interferes with existing improvements on the Lands at the time the pipelines are proposed to be constructed.

3. **Grant of Rights and Easements to KMOG**

Surface Owner hereby grants, bargains, sells, assigns and conveys to KMOG a subsurface easement, surface easement and right-of-way on the Lands to use the surface of the Lands for its operations, including, but not limited to, civil, wildlife, and environment, noise, surveys and studies, air monitor, drilling and completion operations, its continuing activities for the production and transportation of oil, gas, other hydrocarbons, water or products associated with such operations and activities, use of the surface and subsurface of the Lands, ingress, egress, the construction, use and maintenance of access roads, mud and reserve pits, wellhead equipment, separators, tank batteries, pipelines, gathering lines, flowlines, pipeline interconnections, electrical lines and equipment, data transmission lines and equipment, and any and all other reasonable and customary uses of the Lands related to all such operations or activities and the construction, operation, maintenance, repair and replacement of, facilities, temporary above-ground water lines and completion fluid lines, subsurface flowlines, gathering lines and other pipelines, data transmission lines, electrical lines and related equipment (both subsurface and above-ground) that

may be necessary or convenient to its operations on the Lands. All rights-of-way and easements on the Lands as outlined in Section 2 and Section 3 herein that are outside of the Operations Area (defined below) related to construction of any access road, electrical line, pipeline, or other infrastructure on the surface of the Lands shall be defined as the reasonable width required to operate, maintain, reconstruct, replace and use such access road, electrical line, pipeline, or other infrastructure and shall not be considered an unlimited right-of-way or easement burdening the Lands.

The location of the wells and facilities, as well as the working pad surfaces immediately adjacent thereto, (collectively, the "***Oil and Gas Location***") on the Lands shall be an area no larger than 15 acres, together with additional land adjacent to the Oil and Gas Location for stormwater management and temporary operations, access roads, pipelines and other corridors, now or in the future, incidental to the Oil and Gas Location. The area made available for the Oil and Gas Location is generally depicted on Exhibit B attached hereto ("Operations Area"). KMOG shall consult with Surface Owner as to the location of flowlines, pipelines, waterlines, electric lines, access roads, and other equipment not located on the Oil and Gas Location, which may be located on the Lands that are reasonable and customary for the construction, drilling, completions, production, monitoring, and maintenance operations related to the Oil and Gas Location. Should the Oil and Gas Location not be approved by any governmental agency, whether it be federal, state or local, having authority over the siting of Oil and Gas Location, then Surface Owner and KMOG agree to negotiate a mutually acceptable alternate area for the Oil and Gas Location on the Lands.

Surface Owner further grants, bargains, sells, assigns, and conveys to KMOG a subsurface easement, surface easement and right to drill, produce, and abandon horizontal, vertical and directional oil and gas wells on the Lands that may produce and drain oil and gas from under properties other than the Lands, or properties pooled therewith, and to locate, construct, use, and maintain surface and subsurface equipment, including but not limited to flowlines, compressors, wellheads, and all associated production equipment, facilities, and appurtenances related to transportation of oil and natural gas from such wells.

4. Existing Vertical Wells and Facilities

KMOG agrees to commence plugging and abandonment of the Edmiston W05-04 (API# 05-123-11140), Raine 1-5A (API# 05-123-21103), and Bluffs 8-5A (API# 05-123-16580) wells (the "P&A Wells") within three (3) years of the date of this SUA. Upon plugging and abandonment of the P&A Wells, all wells and associated production equipment shall be restricted to the Operations Area as depicted on Exhibit B attached hereto.

5. Assurances Related to Future Development of Oil and Gas Wells

Except for the Operations Area made available to KMOG for the Oil and Gas Location on the Lands under the terms of this SUA, KMOG agrees that it will not use the surface of the Lands to develop new oil and gas wells and the associated production facilities without a separate written agreement between Surface Owner and KMOG.

6. Visual Mitigation of the Oil and Gas Location

As part of interim reclamation of the Oil and Gas Location, KMOG agrees to construct an earthen berm or otherwise visually mitigate to the extent reasonably feasible the visual presence of the wells and facilities from the Property East and Northeast of where the wells and facilities are located on the Property. Surface Owner may plant trees, shrubs, bushes or other vegetation within the Oil and Gas Location to further visually mitigate the presence of the wells and facilities after consultation with and obtaining written consent from KMOG as to the placement and location of such trees, shrubs, bushes or vegetation.

7. Pipeline Easement and Right-of-Way

Surface Owner further agrees that a third-party gas gatherer designated by KMOG, may exercise the easement rights described herein.

8. Waivers and Authorizations

Surface Owner, for itself and its successors and assigns, hereby waives the right to, and covenants not to, protest or object to the use of the surface of the Lands by KMOG as provided in this SUA. Furthermore, Surface Owner and its successors and assigns will provide KMOG and its successors and assigns with all written waivers, consents and other evidence of support KMOG may reasonably require to obtain permits from the Colorado Oil and Gas Conservation Commission ("**COGCC**") or any local jurisdiction.

Surface Owner understands and acknowledges that the COGCC Rules and the Weld County Code require(s) certain notifications related to the permitting of oil and gas locations and conducting oil and gas operations on the Lands. Surface Owner hereby waives the right to receive notices for itself, its successors and assigns, and acknowledges all required consultations pursuant to the following COGCC Rules: 303.e.(1)B; 309.b.(2); 314.e.(11)E.; 314.f.(1).C.ii; 412.a; 412.b.; 435.a.(3) and Weld County Code Sec. 21-5-355.B. and Sec. 21-5-355.C. and any successor rules or amendments.

Upon request of KMOG or its successors and assigns, Surface Owner agrees to execute, acknowledge and deliver to KMOG and its successors and assigns all authorizations and permits, and all applications for authorizations and permits, required by any regulatory or governmental agency in connection with KMOG's access to its operations on the Lands. Furthermore, Surface Owner understands that this SUA may be used as the authorization form for access permit submittals described herein.

Surface Owner acknowledges that KMOG and its successors and assigns may cite the waivers in this SUA in order to obtain exceptions and variances from the COGCC or from any other state or local body having jurisdiction over oil and gas operations. Surface Owner agrees that this SUA satisfies any requirement for a consent to an exception or variance signed by the Surface Owner, Residential Building Unit owner or tenant (as these terms are used in the COGCC Rules and any successor rules or amendments), homeowner or the like and agrees that KMOG and its successors and assigns may provide a copy of this SUA to the COGCC or to any other state or local body in satisfaction of such requirement for any of the waivers, authorizations or consents provided for herein.

9. Notice to Future Owners

Surface Owner shall provide notice to all buyers and assignees of an interest in the Lands (or any portion thereof), including all builders, property owners, property owners' associations, and special districts (each, a "**Future Owner**") of the existence of this SUA, the grants and waivers contained herein and the fact that Surface Owner has agreed to the amount of compensation for surface damages, for the grant of additional rights and easements and for the agreements and waivers in this SUA. In addition, Surface Owner will notify Future Owners that, as successors in interest to Surface Owner, Future Owners shall assume the obligations undertaken by Surface Owner pursuant to this SUA, including the obligation to execute and deliver waivers to KMOG and its successors and assigns and to provide notice to subsequent Future Owners. It is expressly understood and agreed by Surface Owner and KMOG that the waivers, notice requirements and the obligations assumed by Future Owners as set forth in this SUA are, and shall be construed to be, covenants that run with the Lands.

10. Term

This SUA shall remain in effect for 5 years and so long thereafter as required by KMOG for operations on the Lands.

11. Force Majeure

In the event that any express covenants, implied covenants or obligation contained herein is not fulfilled within the time period required hereby, and such failure is beyond KMOG's reasonable control, including but not limited to compliance with any regulations, order of instruction of any federal, state or municipal government or any department or agency thereof, acts or omissions of any other party hereto, acts of civil or military authority, fires,

strikes, lockouts, embargoes, or other industrial disturbances, acts of the public enemy, blockades, terrorism, riots, epidemics, pandemics, lighting, earthquakes, floods, explosions, accidents or repairs to machinery or pipes, delays of carriers, inability to obtain necessary approvals, permits, labor, materials or rights of way on reasonable terms, acts of public authorities, Acts of God, or any other causes, whether or not of the same kind as enumerated herein, not within the control of the KMOG and which by the exercise of due diligence KMOG is unable to overcome, then in the event of such delay, the date required for fulfillment of such obligation shall be automatically extended for a period equal to the time lost by reason of the delay. In no event, however, shall this provision apply to an obligation requiring solely the payment of money.

12. Assignment

KMOG may assign this SUA in whole or in part.

13. Waiver

Neither Party shall be liable in an action initiated by one against the other for special, punitive, indirect or consequential damages, loss of value, loss of production, loss of financial advantage, loss of profit or business interruptions, in each case, resulting from or arising out of this SUA, however the same may be caused.

14. Governing Law and Venue

This SUA shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of laws principles that would require the application of the laws of any other jurisdiction. Any dispute arising out of or relating to this SUA which cannot be amicably resolved by the Parties shall be brought in a federal or state court of competent jurisdiction sitting in the State of Texas and the Parties irrevocably submit to the jurisdiction of any such court solely for the purpose of any such suit, action or proceeding.

15. Counterpart Signatures

This SUA may be executed in any number of counterparts, each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument.

16. Authority to Execute

Surface Owner represents and warrants that it has the authority to execute this SUA in the capacity stated below.

17. Severability

If a court of competent jurisdiction determines that any clause or provision of this SUA is void, illegal, unenforceable or unconscionable under any present or future law (or interpretation thereof), the remainder of this SUA shall remain in full force and effect, and the clauses or provisions that are determined to be void, illegal, unenforceable, or unconscionable shall be deemed severed from this SUA as if this SUA had been executed with the invalid provisions eliminated; provided, however, that notwithstanding the foregoing, if the removal of such provisions destroys the legitimate purposes of this SUA, then this SUA shall no longer be of any force or effect. The Parties shall negotiate in good faith for any required modifications to this SUA required as a result of this provision. In the event that any part of this SUA would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this SUA shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

18. Recording

KMOG or Surface Owner may record this SUA or a memorandum of this SUA with the Clerk and Recorder of the County in which the Lands are located.

19. Binding Agreement

The terms of this SUA shall constitute covenants running with the Land and shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties hereto.

(Remainder of page intentionally left blank. Signature and acknowledgment pages follow.)

Surface Owner has executed this SUA as of the date of its acknowledgment below, but to be effective as of the date first written above.

Surface Owner:

THE BLUFFS PARTNERSHIP, L.L.P.

BY: Realty Funding Source, LLC Partnership Manager

BY: JMeier, Inc., its Manager

By:

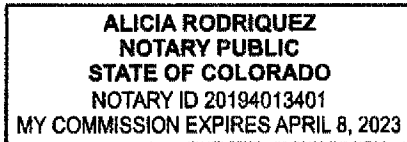
William J. Johanningsmeier
William J. Johanningsmeier, President

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 9th day of December 2022, by William J. Johanningsmeier, as President of JMeier, Inc., as Manager of Realty Funding Source, LLC as Partnership Manager for The Bluffs Partnership, L.L.P., on behalf of said limited liability partnership.

Witness my hand and official seal.



Alicia Rodriguez
Notary Public
My commission expires April 8, 2023

KMOG has executed this SUA as of the date of its acknowledgment below, but to be effective as of the date first written above.

KMOG:

KERR-MCGEE OIL & GAS ONSHORE LP

By:

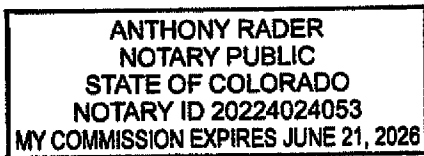

Don C. Jobe, III, Attorney-in-Fact *Blm*

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF DENVER)

This instrument was acknowledged before me this 13th day of December 2022, by Don C. Jobe, III, as Attorney-in-Fact for Kerr-McGee Oil & Gas Onshore LP, on behalf of said limited partnership.

Witness my hand and official seal.



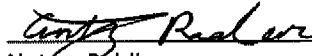

Notary Public
My commission expires June 21, 2026

Exhibit A

Attached to and made a part of that Surface Use Agreement dated December 9, 2022, by and between The Bluffs Partnership, L.L.P., by Realty Funding Source, LLC, its Partnership Manager, as Surface Owner, and Kerr-McGee Oil & Gas Onshore LP.

The Lands

Township 2 North, Range 66 West of the 6th P.M., in Weld County, Colorado.

Section 5: N/2, less and except those tracts conveyed by the following warranty deeds recorded at Reception Nos. 134300, 378316 and 3310764, and being further described as Parcel 2 in a Land Survey Plat recorded at Reception No. 3316895

Containing 191.09 acres, more or less.

Exhibit B

Attached to and made a part of that Surface Use Agreement dated December 9, 2022, by and between The Bluffs Partnership, L.L.P., by Realty Funding Source, LLC, its Partnership Manager, as Surface Owner, and Kerr-McGee Oil & Gas Onshore LP.

Operations Area

