

SURFACE USE AND DAMAGE AGREEMENT

This Agreement is made and entered into effective this ____ day of June, 2018, by and between the Office of Navajo and Hopi Indian Relocation ("ONHIR"), an independent agency in the Executive Branch of the United States Government as Federal Land Administrator of the lands subject to this Agreement which are lands held by the United States in trust for the Navajo Nation and whose address is P.O. Box KK, Flagstaff, AZ 86002, the Navajo Nation, whose address is P.O. Box 7440, Window Rock, AZ 86515, and Ranger Development LLC, whose address is 5001 LBJ Freeway, Suite 300, Dallas, TX 75244 (hereinafter referred to as "Operator") with the concurrence of the Nahata Dził Commission Governance ("NDCG"), P.O. Box 400, Sanders, AZ 86512.

WITNESSETH:

WHEREAS, ONHIR administers the lands described on Exhibit "A" attached hereto which are subject to a mineral reservation in favor of the Burlington Northern Santa Fe Corporation (the "Estate"); and

WHEREAS, Operator holds one or more valid helium leases from third parties covering all or portions of the mineral reservation on the Estate; and

WHEREAS, the parties wish to enter into an agreement respecting the use by Operator of portions of the Estate, as set forth on Exhibit "B" attached hereto (such portions of the Estate being the "Lands") for the purposes of drilling, completing, equipping and operating one or more helium wells, and installing and operating equipment and facilities incidental thereto, on the Lands.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Right of Use. ONHIR hereby gives and grants to Operator, its agents, employees, drilling contractors, and related service companies, subject to the terms of this Agreement, the non-exclusive right to enter upon and use the Lands for the purpose of drilling, completing, equipping and producing one or more helium wells at legal locations or at such exception locations as are approved by the appropriate tribal or federal agency, or, in the absence of such agency, the Arizona Oil & Gas Conservation Commission ("AOGCC"), together with the right of ingress and egress and the right for Operator to use necessary Lands to construct and maintain one or more access roads, well sites, tank batteries, well site compression, and gas gathering and transportation pipelines in connection with the helium well(s) to be drilled by Operator upon the Lands, pursuant to the survey contained within Exhibit "B" attached hereto. For the purposes of this Agreement, it is expressly understood by the parties that the applications for permit to drill ("APDs"), attached hereto as Exhibit "D", once approved by the AOGCC, will be sufficient for Operator to conduct drilling operations for it "Ranger 27-1 NS", "Ranger 33-1 NS" and "Ranger 34-1 NS" wells, as set forth in said APDs and subject to the terms of this Agreement.

2. Notification and Consultation. Prior to initiating the drilling of any well, Operator shall notify ONHIR, the Navajo Nation, and NDCG prior to entry upon the Estate and shall consult with ONHIR and NDCG as to the location of each well, road, pipeline, power line, tank battery, or other facility to be placed upon the Lands.

3. Compensation. As compensation for surface damages and as rental for use of the Trust surface estate, Operator shall pay to NDCG the following:

- (a) The sum of Nine-Thousand Dollars (\$9,000.00), payable upon execution of this Agreement, for the drilling of three wells upon the Lands and the sum of Three-Thousand Dollars (\$3,000.00) per acre for any anticipated surface disturbance to the Lands (including, but not limited to, the construction of any road or gas gathering and transportation pipeline pursuant this Agreement), payable prior to commencement of such surface disturbing activities. Should Operator drill

more than three wells upon the Lands, Operator shall pay to NDCG an additional sum of Three-Thousand Dollars (\$3,000.00) for each well drilled, with said sum being payable to NDCG prior to Operator spudding any well. In the event that any well drilled upon the Lands is completed as a producing helium well, Operator shall pay NDCG the sum of Two-Thousand-Five-Hundred Dollars (\$2,500.00) per well per year. The annual payment described herein shall commence one year from the date of the spudding of any well, and shall allow Operator the rights for Operator, its agents, employees, service contractors, and successors in interest access to its well site, and facilities incidental thereto, as long as the annual payments are made and until such well has been plugged, but for a period not to exceed the term of this agreement.

(b) On the first anniversary of this Agreement, and every year thereafter, future payments provided for in this Agreement shall be increased by a percentage equal to the increase in the Urban Consumer Price Index as published by the United States Department of Commerce for the preceding one-year period.

a. If the Consumer Price Index decreases during any one-year period, the payments shall remain at the then existing level for the next year.

4. Road Construction and Use. Subject to the conditions set forth in this Agreement, Operator shall have the rights of ingress, egress and use of existing roads contained within the Estate. Any roads constructed or used by Operator on the Estate shall be constructed or used in accordance with the following specifications or restrictions:

(a) The access road to the well site will be constructed along a route as set forth in Exhibit "B" attached hereto, and constructed to specifications as set forth in Exhibit "C" attached hereto.

(b) The surface of all constructed roads shall not exceed 20 feet in width for traveled surface.

(c) If requested by ONHIR or NDCG, access to the Lands from any public road shall be controlled by a swinging locking metal gate in addition to a cattle guard, which gate and cattle guard Operator shall construct in accord with ONHIR's reasonable specifications.

(d) For roads constructed by Operator, culverts shall be placed in low areas for proper drainage.

(e) No off-road travel is permitted.

(f) The use and construction of roads by Operator on the Estate is a non-exclusive use, and ONHIR may allow other parties to use said roads.

(g) Operator agrees, if requested by ONHIR or NDCG, to place an appropriate sign or signs on any road designating them as "private roads". The size and color of such signs shall be subject to ONHIR's approval.

(h) ONHIR may lock gates across its private roads that Operator uses for access to roads constructed by Operator, provided that Operator shall have the right to place its own locks on such gates. The parties shall exchange keys to all locks.

(i) Operator shall maintain newly constructed roads used by Operator to the reasonable satisfaction of ONHIR.

(j) To the extent Operator reasonably determines that existing roads within the Estate require maintenance or repair, such maintenance work shall be coordinated by Operator and ONHIR (or NDCG) and done at reasonable times.

(k) No roads on the Estate shall be constructed or used by Operator for access to lands not subject to this agreement without a separately negotiated agreement.

(l) Upon expiration of this agreement, Operator shall reclaim or transfer control of any roads it constructed during the term of this agreement to ONHIR or its designee.

5. Well Sites. Well sites located on the Lands shall be limited to no more than two (2) acres in size during drilling, completion, and reworking activities, and no more than two (2) acres in size for producing well sites, including any tank batteries and/or well site compression constructed by Operator. Operator agrees to fence the pits and other dangerous areas and at all times keep its well sites in good order and free of litter, debris, trash, or spilled hydrocarbons. In the event Operator does not encounter commercial quantities of helium at any well location and determines the location to be a "dry hole," or upon cessation of production, Operator shall give ONHIR thirty (30) days written notice of the opportunity to take over any abandoned well and convert the same to a water well, without any obligation to reimburse the Operator or its drilling contractor the cost of drilling the well or casing such well. No covenant or warranty of title is made by Operator with regard to any water rights associated with any such well. If ONHIR elects in writing to take over the abandoned well and convert the same to a water well, then ONHIR shall be responsible for the operation and maintenance of the well and shall assume all liability associated therewith. If ONHIR does not elect to take over the well and convert it to a water well, Operator shall plug and abandon the well and the well site, and reclaim the surface of the well site to the satisfaction of the Navajo Nation and in accordance with applicable law. All cleanup and restoration activities shall be completed by Operator as soon as the reserve pit has been allowed to dry so that proper backfilling can be accomplished. In the event that any well drilled upon the Lands is completed as a commercial producer of helium, Operator shall clean up the well site location and use only so much of the area as is reasonably necessary for its operations, and Operator shall restore such well location, reseeding the same with a seed mix specified by ONHIR, and Operator shall keep all well site locations neat, orderly, and clean at all times.

6. Gas Gathering Pipelines. In the event that any well drilled upon the Lands is completed as a commercial producer of helium, subject to the per acre compensation set forth in section 3 of this Agreement, ONHIR hereby gives Operator the right to construct, maintain, inspect, operate, protect, repair, alter, replace, and remove a gas gathering and transportation pipeline, together with necessary valves, cathodic protection equipment, and appurtenances useful and incident to the operation and protection thereof, for the transportation of helium bearing gas from the well(s) located on the Lands and subject to this Agreement. Any pipeline shall be constructed across the traverse indicated in Exhibit "B" attached hereto. Unless otherwise agreed to by ONHIR and Operator in writing, any pipelines constructed by Operator on the Lands shall be constructed and maintained to the following specifications:

(a) The top of any pipeline shall be buried at least 36 inches below the surface of the ground.

(b) Operator shall comply with the applicable regulations of the appropriate tribal or federal agency, or, in the absence of such agency, the AOGCC and be responsible for backfilling, repacking, reseeding, and recontouring the surface so as not to interfere with agricultural operations occurring within the Estate. If pipeline trenches settle so as to interfere with irrigation or ranching activities occurring within the Estate, upon request by ONHIR, Operator shall fill in, repack, and level such trenches.

(c) Operator shall provide ONHIR with a plat showing the "as built" length and location of all pipelines promptly after their installation.

(d) NDCG reserves the right to occupy, use and cultivate the lands affected by such pipeline, and to grant such rights to others, so long as such use does not interfere with Operator's operations.

(e) If Operator fails to use any pipeline for a period in excess of twenty-four (24) consecutive months, the pipeline shall be deemed abandoned and Operator shall promptly take all actions necessary or desirable to clean up and remove the pipeline, or render the pipeline environmentally safe and fit for abandonment in place. All such cleanup and mitigation shall be performed in compliance with all applicable federal and Navajo Nation laws and regulations.

7. Power Lines. Any buried or overhead power lines constructed on the Lands shall be constructed and maintained to the following specifications:

(a) Operator will consult with ONHIR and with the independent power company supplying power to Operator with respect to the location of overhead power lines prior to construction. Overhead power lines will be constructed so as to cause the least possible interference with the visual landscape of the Estate and existing and future ranching operations upon the Estate, and, to the maximum extent possible, overhead power lines will be constructed along fence lines or property lines. All overhead power lines will be located in a manner to minimize or avoid interference with agricultural operations occurring within the Estate. No overhead power line will be located where it will interfere with existing irrigation systems or any future irrigation systems on the Estate which are planned by ONHIR or NDCG at the time of construction of overhead power lines. NDCG shall be entitled to receive payment from Operator or Operator's electricity provider for any right-of-way needed for overhead power lines.

(b) Within a reasonable period of time after a well has been placed in production, all power lines constructed by or for Operator downstream of the independent power company's meters shall be buried, and all power line trenches shall be fully reclaimed and reseeded to the reasonable satisfaction of ONHIR. Buried power lines shall be installed pursuant to the regulations of the appropriate tribal or federal agency, or, in the absence of such agency, the AOGCC.

(c) Operator agrees that it will not construct overhead power lines in those portions of the Estate which are being irrigated or cultivated or which may, in the future, be irrigated or cultivated or which are fallow as part of a crop rotation or range management program.

8. Operations. Operator's operations on the Lands shall be conducted according to the following specifications:

(a) Operator shall at all times keep its well sites and roads safe and in good order, free of noxious weeds, litter and debris, and shall spray for noxious weeds upon reasonable demand by ONHIR or NDCG.

(b) Operator shall rehabilitate, restore, reclaim, and reseed all disturbed areas caused by Operator's operations within twelve (12) months after termination of construction activities on such sites.

(c) All cattle guards and fences installed by Operator shall be kept clean and in good repair and will become the property of ONHIR when Operator ceases ownership of its helium lease covering that portion of the Estate.

(d) Operator shall not permit the release or discharge of any toxic or hazardous chemicals or wastes on the Estate. Any spill of oil, grease, solvents, chemicals, or hazardous

substances on the Estate which are reportable to regulatory authorities under applicable law or regulations shall be immediately (within 24 hours) reported to the Navajo Environmental Protection Agency, ONHIR and NDCG by telephone, fax, or e-mail, to be followed by copies of written notices which Operator has filed with regulatory authorities within five (5) business days after such filing.

(e) Operator shall remove only the minimum amount of vegetation necessary for the construction of roads, well locations, and other facilities. Topsoil shall be conserved during excavation, stockpiled and reused as cover on disturbed areas to facilitate regrowth of vegetation.

(f) All surface facilities not subject to safety requirements shall be painted to blend with the natural color of the landscape.

(g) No living quarters shall be constructed upon the Estate, except that drilling crews and geologists or service personnel may use housing trailers for the benefit of the Operator during drilling, completion, or reworking activities and any other temporary activities of the Operator on the Lands, provided that such activities do not exceed sixty (60) days. Should any such activities exceed said sixty (60) day period, Operator shall provide notice to ONHIR.

(h) Operator shall not fence any access roads without the prior consent of ONHIR.

(i) Operator shall construct and maintain stock-tight fences for both sheep and cattle around any dangerous areas, including any pits where Operator drills wells.

(j) Operator and its employees, agents, and contractors shall leave all gates located on the Estate as they found them; gates found closed are to be closed; gates found open are to be left open.

(k) None of Operator's employees, agents, or contractors, or any other person under the direction or control of Operator shall be permitted to carry firearms or any other weapons on the lands and such persons shall not hunt, fish, or engage in recreational activities on the Estate. No dogs will be permitted on the Estate at any time. Operator will notify all of its contractors, agents, and employees that no dogs, firearms, weapons, hunting, fishing, or recreational activities will be allowed on the Estate. None of Operator's employees, agents, or contractors, or any other persons under the direction or control of Operator, shall possess or be under the influence of alcohol or illegal drugs while on the Estate.

(l) Operator shall conduct operations and activities on the Estate in accordance with all existing Navajo Nation and federal laws, rules, and regulations.

(m) No open fires shall be permitted on the Estate. Operator shall take all reasonable steps to prevent fire and to promptly extinguish any fire, including, but not limited to, maintaining a fire extinguisher, shovel, and bucket in each service vehicle entering upon the Estate. Operator shall fully and promptly compensate ONHIR (or its designee) for all damages caused by fire arising out of Operator's operations, including, without limitation, any charges incurred by ONHIR for fire suppression and the replacement of fences and other property damaged or destroyed by fire and any damage caused by Operator's employees, agents or contractors.

9. Produced Water. With respect to any water produced from wells drilled on the Lands in connection with the production of helium, Operator agrees to test such water to determine if such water is fit for consumption by livestock and report the results of such tests to ONHIR and NDCG.

(a) If the water is not fit for consumption by livestock, then the Operator at its option shall either cap the well or shall haul the same away from the Lands and properly

dispose of such produced water off the Estate pursuant to the appropriate tribal or federal agency, or, in the absence of such agency, the AOGCC rules and regulations.

- (b) If the water is fit for consumption by livestock the Operator, ONHIR and NDCG shall work collaboratively to pipe or otherwise transport such water to a location off the Lands where the water may be used for livestock purposes, provided, however, that this provision 9(b) shall not obligate Operator to pay any capital or operating expenses beyond what Operator would have paid if it capped the well.

10. Extraordinary Damages. The compensation provided for herein is acknowledged by ONHIR as sufficient and in full satisfaction for the use of the Lands or caused or created by the reasonable and customary entry, egress, and operation and use of roads, well sites, pipelines, and facilities incidental thereto, but does not include damage to livestock, buildings, or improvements, or injuries to persons. This Agreement does not relieve Operator from liability due to Operator's negligence or due to spills or discharges of any hydrocarbon or toxic substance or hazardous chemicals or wastes, or from leaks or breaks in Operator's pipelines. Damage to or loss of livestock, caused by Operator, shall be paid for by Operator at the higher of market value or replacement cost.

With respect to any damages occurring within the Estate as a result of Operator's activities, Operator shall be responsible for any acts or omissions of its employees, agents or contractors.

11. Reclamation and Reseeding. Unless ONHIR otherwise agrees in writing, within one (1) year after termination of any of Operator's operations on the Lands, Operator shall fully restore and level the surface of the lands affected by such terminated operations as near as possible to the contours which existed prior to such operations. Operator shall use water bars and other measures as appropriate to prevent erosion and non-source pollution. Prior to commencement of surface disturbing activities pursuant to this Agreement, Operator shall post a bond in the amount of \$25,000.00 for surface reclamation.

12. Indemnification. To the maximum extent permitted by law, Operator will indemnify, defend, and hold ONHIR, the Navajo Nation, the United States and NDCG and their employees harmless from any and all claims, liabilities, demands, suits, losses, damages, and costs, including, without limitation, any attorneys' fees which may arise out of or be related to Operator's activities on the Estate.

13. Designated Contact Person. Operator, Navajo Nation, NDCG and ONHIR will each from time to time designate an individual, with appropriate 24-hour telephone and fax numbers, who is to be the primary contact person for discussions and decisions concerning matters related to this Agreement. Current contact information is as follows:

For Operator:

Jeremy Jordan
5001 LBJ Fwy, Ste 300
Dallas, TX 75244
(972) 960-3212
jeremyjordan@iacx.com

For ONHIR:

Scott Kuhr
Land Management Specialist
ONHIR
P.O. Box KK
Flagstaff, AZ 86002
skuhr@onhir.gob

and

Mae Salago-King
New Lands Program Operations Specialist
ONHIR
P.O. Box 130
Sanders, AZ 86512

For the Navajo Nation:

Mike Halona
Navajo Nation Land Department
P.O. Box 2249
Window Rock, Arizona 86515
m_halona@frontiernet.net

and

Office of the President and Vice President
P.O. Box 7440
Window Rock, Arizona 86515

For NDCG:

Administrative Assistant
Nahata Dziil Commission Governance
P.O. Box 400
Sanders, AZ 86512

14. **Assignment.** This Agreement shall run with the Estate and shall be assigned by Operator in connection with any assignment of Operator's leasehold rights under all or a portion of the Estate described in Exhibit "A".

- (a) Operator shall give ONHIR, the Navajo Nation, and NDCG notice of any proposed Assignment by Operator. Within 45 days of receipt of such Notice ONHIR shall either consent to the Assignment or provide Operator in writing the grounds for its declining to so consent, provided that such consent will not be unreasonably withheld by ONHIR. If no timely response is provided by ONHIR, the assignment shall be deemed approved.
- (b) In the event of an Assignment, ONHIR reserves the right to require a bond or other financial assurance that the successor Operator will fulfill the obligations of this Agreement.

15. **Successor Agency.** In the event that ONHIR is closed, all rights and duties under this Agreement will pass to ONHIR's designated successor agency or the Navajo Nation.

16. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the successors and assigns of the parties. NDCG agrees to contact any tenant or grazing lessee of the surface estate described on Exhibit "A", or any other third parties utilizing the surface of the Estate, that may be affected by Operator's activities on the Lands. It shall be NDCG's sole responsibility to advise such third parties of the existence of this Agreement and Operator's right to utilize the surface of the Lands pursuant the terms hereof.

17. Applicable Law. This Agreement shall be construed and governed by applicable federal law and the laws of the Navajo Nation including but not limited to the Navajo Preference in Employment Act and the Navajo Nation Business Opportunity Act.

18. Default and Right to Cure. In the event of alleged default by Operator in the payment of any of the sums hereinabove provided to be made, in obligations to be performed, or any other terms, conditions or covenants of this Agreement, ONHIR will notify Operator, by certified mail, return receipt requested, of the alleged default. Operator shall have thirty (30) days from receipt of the written notification in which to cure the alleged default or otherwise appropriately respond to the notification in a manner assuring ONHIR and NDCG that the default will be cured on a timely basis.

19. Limited Term. Notwithstanding anything herein to the contrary, this Agreement shall have an effective term no greater than twenty (20) years from the effective date of this Agreement.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which (whether by email, facsimile, or other electronic means) shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

[Signature page to follow.]

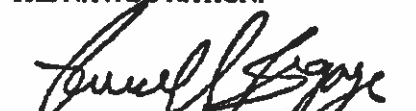
[Signature page to Surface Use and Damage Agreement.]

DATED as of the year and date first above written.

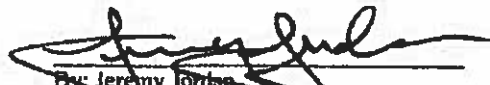
ONHIR:


Christopher J. Bavasi, Executive Director

THE NAVAJO NATION:


Russell Begaye, Navajo Nation President

OPERATOR: RANGER DEVELOPMENT LLC


By: Jeremy Jordan
Title: Manager

CONCURRENCE: NDCG


Darrell Tso
President, Nahata Dziil Commission Governance

EXHIBIT "A"

to Surface Use and Damage Agreement dated June __, 2018 by and between
ONHIR, the Navajo Nation, Ranger Development LLC and NDCG

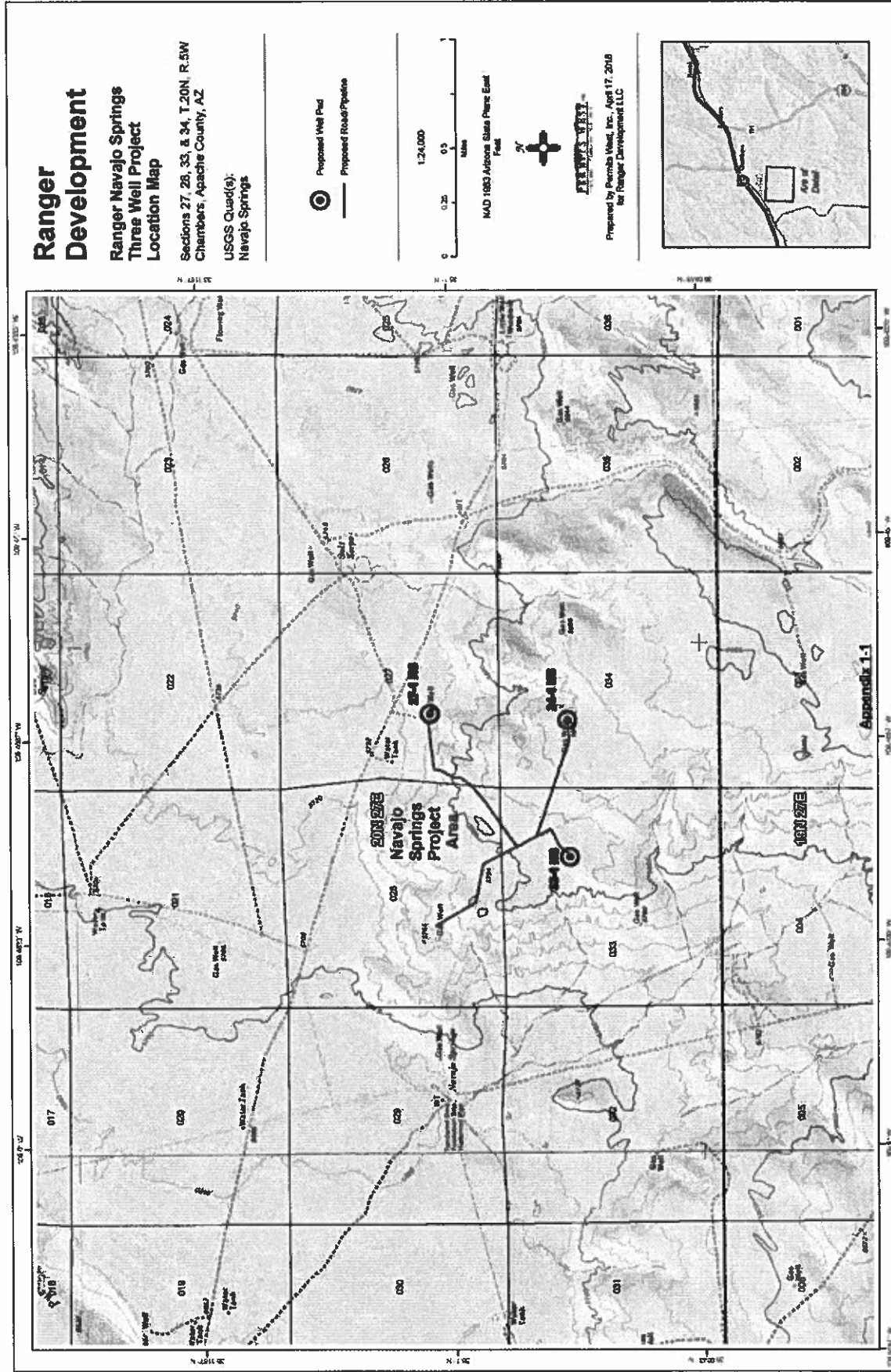
LEGAL DESCRIPTION of THE ESTATE SUBJECT to THIS AGREEMENT:

Sections 19, 20, 21, 27, 28, 33 and 34, Township 20 North, Range 27 East,
Gila and Salt River Meridian, Apache County, Arizona.

EXHIBIT "B"

to Surface Use and Damage Agreement dated June __, 2018 by and between
ONHIR, the Navajo Nation, Ranger Development LLC and NDCG

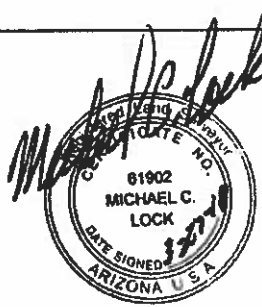
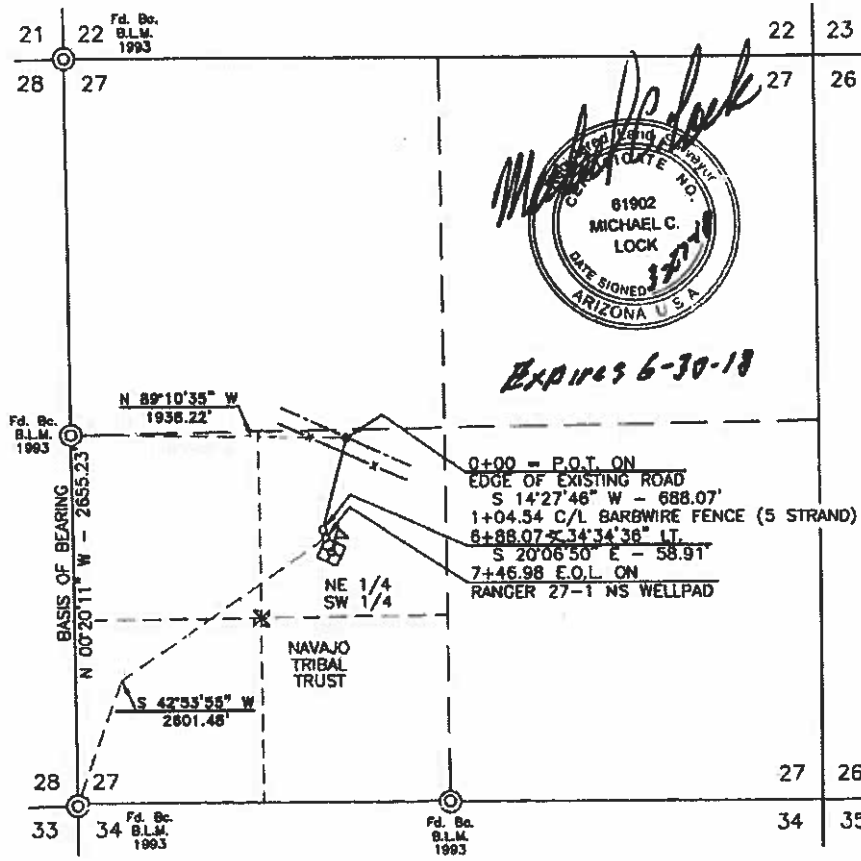
DEPICTION and SURVEY of the LANDS SUBJECT to THIS AGREEMENT:



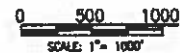
RANGER DEVELOPMENT LLC

RANGER 27-1 NS ACCESS ROAD

NE 1/4 SW 1/4 SECTION 27, T-20-N, R-27-E
GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA



Expires 6-30-18



- NOTES:**
1. BASIS OF BEARING: ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 27, T-20-N, R-27-E, GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA. BEARING: N 0°20'11\"
 2. ALL BEARINGS & DISTANCES SHOWN ARE BASED UPON THE ARIZONA COORDINATE SYSTEM, EAST ZONE, AND 83, BY INTERNATIONAL FEET.

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION AND THAT IT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Michael C. Lock 3-27-18
MICHAEL C. LOCK, R.L.S. 61902 DATE

OWNER	STATION	FEET / RODS
NAVAJO TRIBAL TRUST	0+00 TO 7+46.98	746.98 / 45.272

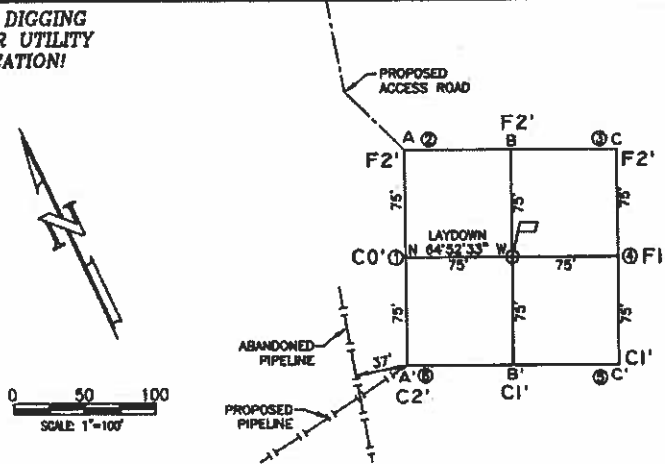
RANGER DEVELOPMENT LLC			
SURVEYED: 03/01/18	REV. DATE:	APP. BY: M.C.L.	
DRAWN BY: C.B.	DATE DRAWN: 03/14/18	FILE NAME: 11220-AD1	



P.O. BOX 3651
FARMINGTON, NM 87409
OFFICE: (505) 334-0408

RANGER 27-1 NS WELL PAD

BEFORE DIGGING
CALL FOR UTILITY
LINE LOCATION!



ELEVATION A-A'

5770				
5760				
5750				
5740				
5730				

B-B'

5770				
5760				
5750				
5740				
5730				

C-C'

5770				
5760				
5750				
5740				
5730				

CROSS SECTIONS
HORIZONTAL: 1"=100'
VERTICAL: 1"=50'

LEASE: RANGER 27-1 NS

FOOTAGES: 1794' FSL, 1818' FWL

SEC. 27 TWN. 20 N RNG. 27 E

LAT: 35.1017094° N LONG: 109.4646506° W (NAD83)

ELEVATION: 5751

RANGER DEVELOPMENT LLC

SURVEYED: 03/01/18

REV. DATE:

APP. BY: M.C.L.

DRAWN BY: C.B.

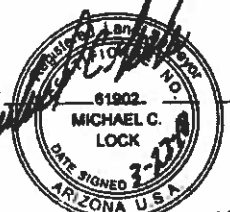
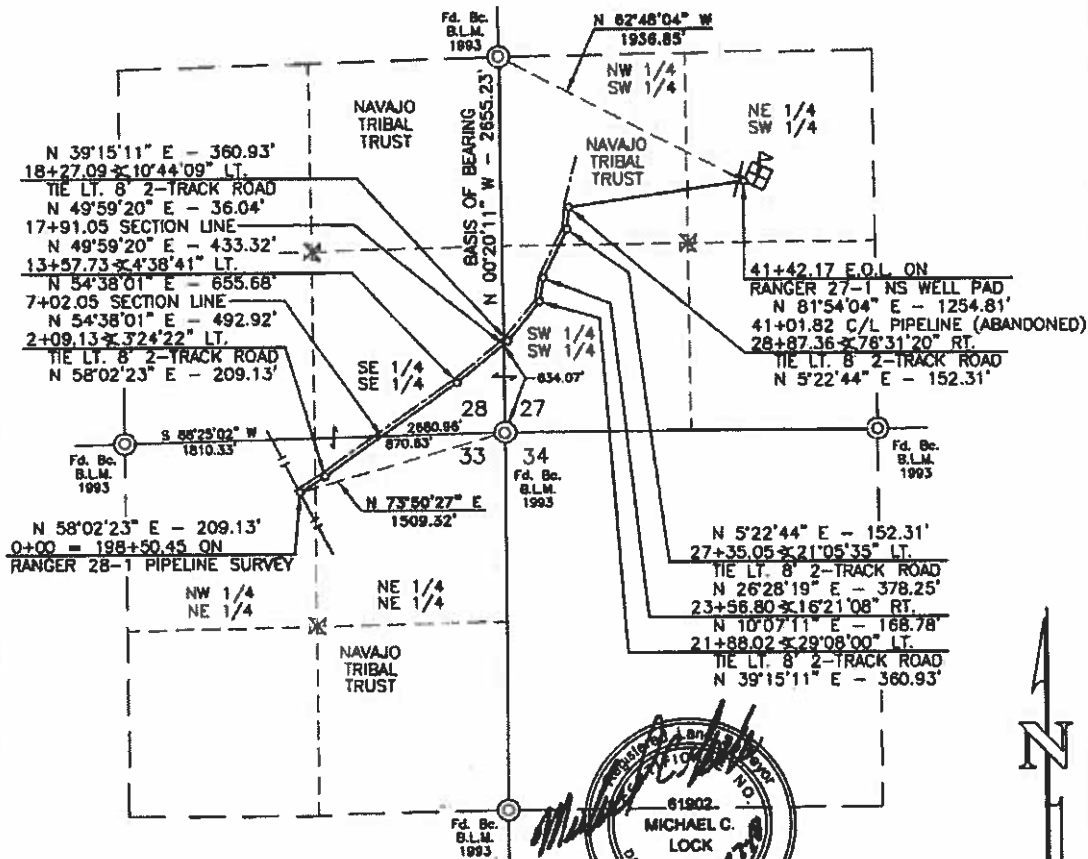
DATE DRAWN: 03/14/18

FILE NAME: 11220-CD1



P.O. BOX 3651
FARMINGTON, NM 87499
OFFICE: (505) 334-0408

RANGER DEVELOPMENT LLC
RANGER 27-1 NS PIPELINE ROUTE
 SECTIONS 27, 28 & 33, T-20-N, R-27-E,
 GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA



EXPIRES 6-30-19

NOTES:

1. BASIS OF BEARING: ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 27, T-20-N, R-27-E, GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA. BEARING: N 00°20'11" W - 2655.23'
2. ALL BEARINGS & DISTANCES SHOWN ARE BASED UPON THE ARIZONA COORDINATE SYSTEM, EAST ZONE, NAD 83, IN INTERNATIONAL FEET.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION AND THAT IT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Michael C. Lock 3-27-18
 MICHAEL C. LOCK, R.L.S. #61902 DATE

OWNER	STATION	FEET / RODS
NAVAJO TRIBAL TRUST	0+00 TO 41+42.17	4142.17 / 251.041

RANGER DEVELOPMENT LLC

SURVEYED: 03/01/18	REV. DATE:	APP. BY: M.C.L.
DRAWN BY: C.B.	DATE DRAWN: 03/14/18	FILE NAME: 11220-PO1



P.O. BOX 3861
 FARMINGTON, NH 07409
 OFFICE: (603) 334-0408

NE 1/4 SECTION 33, T-20-N, R-27-E,
GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA



NOTES


1. BASIS OF BEARINGS: ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, T-20-N, R-27-E, GLA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA. BEARS S 88°25'02" W - 7680.00'
2. ALL BEARINGS & DISTANCES SHOWN ARE BASED UPON THE ARIZONA COORDINATE SYSTEM, EAST ZONE, NAD 83, IN INTERNATIONAL FEET.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY PERFORMED BY
BY ME OR UNDER MY SUPERVISION AND THAT IT ACCURATELY REPRESENTS
SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Michael C. Lock 3-27-18
MICHAEL C. LOCK, R.L.S. #61902 DATE

RANGER DEVELOPMENT LLC		
SURVEYED: 03/01/18	REV. DATE:	APP. BY M.C.L.
DRAWN BY: C.B.	DATE DRAWN: 03/21/18	FILE NAME: 11221-A01

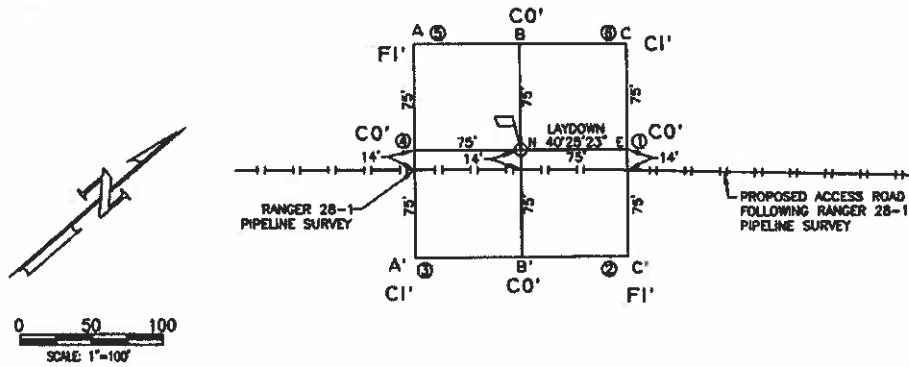


UNITED
FIELD SERVICES INC.

P.O. BOX 3631
FARMINGTON, NM 87499
OFFICE: (505) 334-0408

RANGER 33-1 NS WELL PAD

**BEFORE DIGGING
CALL FOR UTILITY
LINE LOCATION!**



ELEVATION A-A'

5830				
5820				
5810				
5800				
5790				

B-B'

5830				
5820				
5810				
5800				
5790				

C-C'

5830				
5820				
5810				
5800				
5790				

CROSS SECTIONS

HORIZONTAL: 1"=100'
VERTICAL: 1"=50'

LEASE: RANGER 33-1 NS

FOOTAGES: 1680' FNL, 1665' FEL

SEC. 33 TWN. 20 N RNG. 27 E

LAT: 35.0920712° N LONG: 109.4763482° W (NAD83)

ELEVATION: 5815

RANGER DEVELOPMENT LLC

SURVEYED: 03/01/18

REV. DATE:

APP. BY: M.C.L.

DRAWN BY: C.B.

DATE DRAWN: 03/21/18

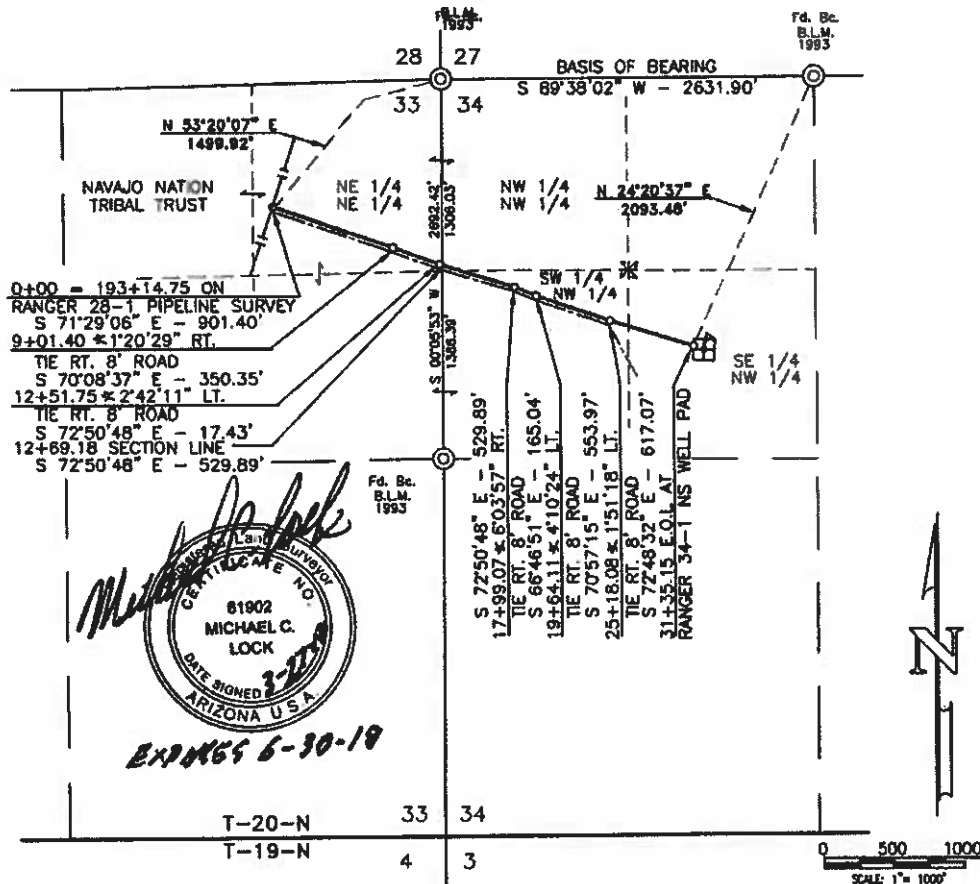
FILE NAME: 11221-C01



P.O. BOX 3651
FARMINGTON, NM 87409
OFFICE: (505) 334-0408

RANGER DEVELOPMENT LLC

RANGER 34-1 NS PIPELINE ROUTE & ACCESS ROAD
NE 1/4 SEC. 33 & NW 1/4 SECTION 34, T-20-N, R-27-E
GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA



NOTES

1. BASIS OF BEARING: AS MEASURED BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SECTION 34, T-20-N, R-27-E, GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA. BEARS: S 89°38'02" W - 2631.90'
2. ALL BEARINGS & DISTANCES SHOWN ARE BASED UPON THE ARIZONA COORDINATE SYSTEM, EAST ZONE, NAD 83, IN INTERNATIONAL FEET.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY PERFORMED BY
BY ME OR UNDER MY SUPERVISION AND THAT IT ACCURATELY REPRESENTS
SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Michael C. Lock 3-27-18
MICHAEL C. LOCK, R.E.S. #01902 DATE

OWNER	STATION	FEET / RODS
NAVAJO NATION TRIBAL TRUST	0+00 TO 31+35.15	3,135.15 / 190.009

RANGER DEVELOPMENT LLC

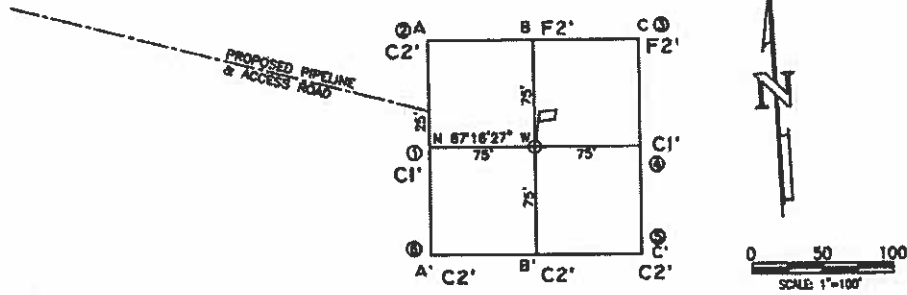
SURVEYED: 3/01/18	REV. DATED:	APP. BY: M.C.L.
DRAWN BY: A.D.	DATE DRAWING: 03/22/18	FILE NAME: 11222-P01



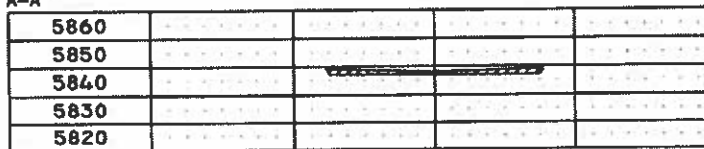
P.O. BOX 3651
FARMINGTON, NM 87409
OFFICE: (505) 334-0408

RANGER 34-1 NS WELL PAD

BEFORE DIGGING
CALL FOR UTILITY
LINE LOCATION!



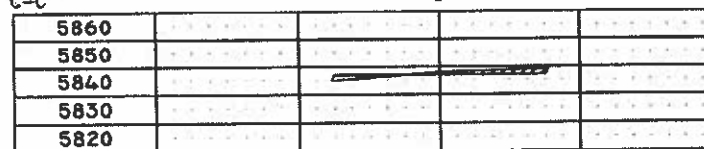
ELEVATION A-A'



B-B'



C-C'



CROSS SECTIONS

HORIZONTAL: 1"=100'
VERTICAL: 1"=50'

LEASE: RANGER 34-1 NS

FOOTAGES: 1931' FNL, 1846' FWL

SEC. 34 TWN. 20 N RNG. 27 E

LAT: 35.0914741° N LONG: 109.4646195° W (NAD83)

ELEVATION: 5847

RANGER DEVELOPMENT LLC

SURVEYED: 3/1/18

REV. DATE:

APP. BY: M.C.L.

DRAWN BY: A.D.

DATE DRAWN: 03/22/18

FILE NAME: 11222-001



P.O. BOX 3651
FARMINGTON, NM 87409
OFFICE: (505) 334-0408

EXHIBIT "C"

to Surface Use and Damage Agreement dated June __, 2018 by and between
ONHIR, the Navajo Nation, Ranger Development LLC and NDCG

Excerpts from Environmental Assessment Illustrating (A) Total Surface Disturbance for (i) Well Pad Locations, (ii) Pipeline Routes and (iii) New Access Roads, and (B) Certain Construction Specifications:

Table 2.1 Ranger Proposed Navajo Springs 3-Well Project Locations – Apache County

Well Name	#	Surface Position	T.	R.	S.	Coordinates (NAD 83)	Quad Map
Ranger 27	1	1818' FWL & 1794' FSL	20N	27E	27	Lat: 35.1017094, Long: 109.4646506	Navajo Springs, AZ
Ranger 33	1	1665' FEL & 1680' FNL	20N	27E	33	Lat: 35.0920712 Long: 109.4763482	Navajo Springs, AZ
Ranger 34	1	1846' FWL & 1931' FNL	20N	27E	34	Lat: 35.0914741 Long: 109.4646195	Navajo Springs, AZ

Table 2.2 Land Use Summary

Facility	Well Pad			Access Road			Pipeline			Land Use (Acres)
	Length (ft.)	Width (ft.)	Acres	Length (ft.)	Width (ft.)	Acres	Length (ft.)	Width (ft.)	Acres ^a	-
Ranger 27-1	150	150	0.517	746.98	20	0.343	4142.17	30	2.853	3.713
Ranger 33-1	150	150	0.517	738.68	20	0.339	-	-	-	0.856
Ranger 34-1	150	150	0.517	-	-	-	3135.15	30	2.159	2.676
Project Total										7.245

2.2.2 Pipeline and Road Construction

The proposed Ranger 27-1 well will require a 4,142.17-foot, 3-inch O.D. gas poly pipeline. The pipeline will be buried 36 inches deep within a 30 foot ROW. The pipeline will be routed from the southwest corner of the pad southwest for 4,142.17 feet to tie in with the approved but unbuilt 6" gas gathering pipeline. The majority of the 27-1 pipeline will follow an existing ranch road/two track. The proposed Ranger 27-1 will also require a 746.98 by 20 foot access road originating at an existing ranch road north of the 27-1 pad location. The road will be built across previously undisturbed lands (Appendix 1).

The proposed Ranger 33-1 well will require a 738.68 foot by 20 foot access road originating at an existing two-track/pipeline corridor northeast of the 33-1 pad location. The access road will follow an existing ranch road/two track.

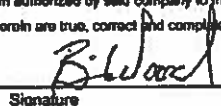
The proposed Ranger 34-1 well will require a 3,135.15-foot, 3-inch O.D. gas poly pipeline. The pipeline will be buried 36 inches deep and will follow an existing ranch road/two track disturbance within a 30 foot ROW for the majority of its route. The pipeline will be routed from the west edge of the 34-1 pad west and then northwest for 3,135.15 feet to tie in with the approved but unbuilt Ranger 6" gathering pipeline. The proposed Ranger 34-1 will also require a 3,135.15-foot by 20 foot access road. The majority of the road will be constructed within the footprint of an existing ranch road/two track.

All roads associated with the project will be improved or constructed according to BLM Gold Book Standards. Improved or constructed roads will have an approximate 14-foot wide running surface and will be rocked as needed. Maximum disturbed width will be 20 feet. Maximum cut or fill will be 3 feet. Maximum grade will be 10%.

EXHIBIT "D"

to Surface Use and Damage Agreement dated June __, 2018 by and between
ONHIR, the Navajo Nation, Ranger Development LLC and NDCG

Applications for Permit to Drill

APPLICATION FOR PERMIT TO DRILL OR RE-ENTER			
APPLICATION TO DRILL <input checked="" type="checkbox"/>		RE-ENTER OLD WELL <input type="checkbox"/>	
NAME OF COMPANY OR OPERATOR RANGER DEVELOPMENT LLC			
Address	City	State	Phone Number
5001 LBJ Freeway, Suite 300	Dallas	TX 75244	(972) 960-3212
Drilling Contractor to be determined			
Address			
DESCRIPTION OF WELL AND LEASE			
Federal, State or Indian Lease Number, or if fee lease, name of lessor RANGER 27	Well number 1 NS	Elevation (ground) 5751	
Nearest distance from proposed location to property or lease line: 1794 feet	Distance from proposed location to nearest drilling, completed or applied-for well on the same lease: P&A #0263 221 feet		
Number of acres in lease 623.72 (all of Sec. 27; per 1998 survey)	Number of wells on lease, including this well, completed in or drilling to the reservoir: 2 (other well is P&A #0263)		
If lease purchased with one or more wells drilled, from whom purchased. Name Climarex Energy, 1700 Lincoln St., Suite 3700, Denver CO 80203		Address	
Well location (give footage from section lines) 1794' FSL - 1816' FWL	Section - Township - Range or Block and Survey SEC. 27, T-20-N, R-27-E, G & SRM	Deviation per A.A.C. R12-7-104(A)(3) all 27-20n-27e	
Field and reservoir (if wildcat, so state) Navajo Springs	County APACHE		
Distance in miles and direction from nearest town or post office S 16° W, 6 MILES FROM CHAMBERS, AZ			
Proposed depth: 1061'	Rotary or cable tools Rotary	Approximate date work will start Upon Approval	
Bond status filed & \$25,000	Organization Report On file Yes Or attached Yes	Filing Fee of \$25.00 Attached Yes	
Remarks			
CERTIFICATE: I, the undersigned, under the penalty of perjury, state that I am the <u>Consultant</u> of the <u>Ranger Development LLC</u> (company), and that I am authorized by said company to make this report; and that this report was prepared under my supervision and direction and that the facts stated therein are true, correct and complete to the best of my knowledge.			
Mail completed form to: Oil and Gas Programs Administrator Arizona Department of Environmental Quality 1110 W. Washington Street Phoenix, AZ 85007 e-mail completed form to: ogcc@azdeq.gov		Signature  5-21-18	
Date			
Permit / LTF No.:		STATE OF ARIZONA	
Approval Date:		OIL & GAS CONSERVATION COMMISSION	
Approved By:		Application to Drill or Re-enter	
NOTICE: Before sending in this form be sure that you have given all information requested. Much unnecessary correspondence will thus be avoided.		File two copies: one by mail, one electronically	
		Form No. 3	

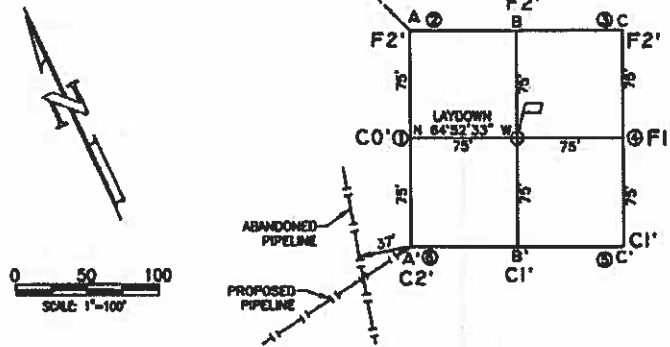
(Complete Reverse Side)

12/2016

109.48337" W 109.48887" W 109.49008" W



**BEFORE DIGGING
CALL FOR UTILITY
LINE LOCATION!**



ELEVATION A-A'

5770				
5760				
5750				
5740				
5730				

B-B'

5770				
5760				
5750				
5740				
5730				

C-C'

5770				
5760				
5750				
5740				
5730				

CROSS SECTIONS
HORIZONTAL: 1"=100'
VERTICAL: 1"=50'

LEASE: RANGER 27-1 NS

FOOTAGES: 1794' FSL, 1818' FWL

SEC. 27 TWN. 20 N RNG. 27 E

LAT: 35.1017094° N LONG: 109.4646506° W (NAD83)

ELEVATION: 5751

RANGER DEVELOPMENT LLC

SURVEYED: 03/01/18	REV. DATE:	APP. BY: M.C.L.
DRAWN BY: C.B.	DATE DRAWN: 03/14/18	FILE NAME: 11220-C01



P.O. BOX 3651
FARMINGTON, NH 07409
OFFICE: (505) 334-0405

APPLICATION FOR PERMIT TO DRILL OR RE-ENTER			
APPLICATION TO DRILL <input checked="" type="checkbox"/>		RE-ENTER OLD WELL <input type="checkbox"/>	
INJECTION WELL <input type="checkbox"/>			
___ OIL ___ GAS ___ CO2 <u>X</u> HELIUM WELL OTHER _____			
NAME OF COMPANY OR OPERATOR RANGER DEVELOPMENT LLC			
Address 5001 LBJ Freeway, Suite 300		City State Phone Number Dallas TX 75244 (972) 960-3212	
Drilling Contractor not known at this time			
Address			
DESCRIPTION OF WELL AND LEASE			
Federal, State or Indian Lease Number, or if fee lease, name of lessor RANGER		Well number Elevation (ground) 33-1 NS 5815'	
Nearest distance from proposed location to property or lease line: 1665 feet		Distance from proposed location to nearest drilling, completed or applied-for well on the same lease: #110 Crest Oil 2 SF (P&A) 2301 feet	
Number of acres in lease 640		Number of wells on lease, including this well, completed in or drilling to this reservoir: 2 (#110 is P&A)	
If lease purchased with one or more wells drilled, from whom purchased, Name Address Cimarex Energy, 1700 Lincoln St., Suite 3700, Denver CO 80203			
Well location (give footage from section lines) 1680' FNL - 1665' FEL		Section - Township - Range or Block and Survey Dedication per A.A.C. R12-7-104(AV3) SEC. 33, T-20-N, R-27-E, G & SRM all of Sec. 33-20n-27e	
Field and reservoir (if wildcat, so state) Navajo Springs		County APACHE	
Distance in miles and direction from nearest town or post office S 19° W, 7 MILES FROM CHAMBERS, AZ			
Proposed depth: 1135'		Rotary or cable tools Approximate date work will start Rotary Upon Approval	
Bond status Organization Report SUR0042238 on file On file Yes Or attached Yes		Filing Fee of \$25.00 Attached Yes	
Amount \$25,000			
Remarks			
CERTIFICATE: I, the undersigned, under the penalty of perjury, state that I am the: <u>Consultant</u> of the <u>Ranger Development LLC</u> (company); and that I am authorized by said company to make this report; and that this report was prepared under my supervision and direction and that the facts stated therein are true, correct and complete to the best of my knowledge.			
Mail completed form to: Oil and Gas Program Administrator Arizona Oil & Gas Conservation Commission c/o Arizona Department of Environmental Quality 1110 W. Washington Street Phoenix, AZ 85007		Signature <u><i>B. Wood</i></u> 5-25-18 Date	
e-mail completed form to: <u>azogcc@azdeq.gov</u>			
Permit / LTF No.: Approval Date: Approved By:		STATE OF ARIZONA OIL & GAS CONSERVATION COMMISSION Application to Drill or Re-enter File two copies: one by mail, one electronically Form No. 3	
NOTICE: Before sending in this form be sure that you have given all information requested. Much unnecessary correspondence will thus be avoided.			

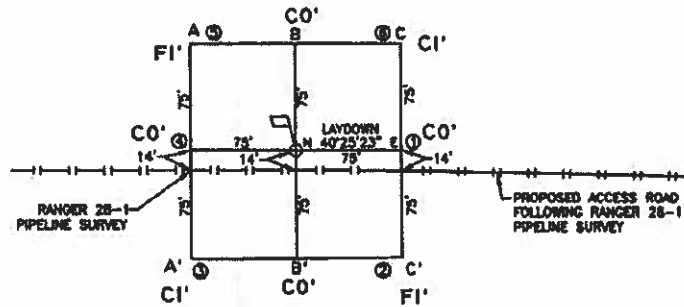
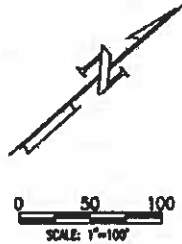
(Complete Reverse Side)

03/2010

Map created with TIGER National Geographic, ©2005 Tele Atlas, Rel. 6/2005

TN LN
2.5'
05/25/18

**BEFORE DIGGING
CALL FOR UTILITY
LINE LOCATION!**



ELEVATION A-A'

5830				
5820				
5810				
5800				
5790				

B-B'

5830				
5820				
5810				
5800				
5790				

C-C'

5830				
5820				
5810				
5800				
5790				

CROSS SECTIONS

HORIZONTAL: 1"=100'
VERTICAL: 1"=50'

LEASE: RANGER 33-1 NS

FOOTAGES: 1680' FNL, 1665' FEL

SEC. 33 TWN. 20 N RNG. 27 E

LAT: 35.0920712° N LONG: 109.4763482° W (NAD83)

ELEVATION: 5815

RANGER DEVELOPMENT LLC

SURVEYED: 03/01/18

REV. DATE:

APP. BY: M.C.L.

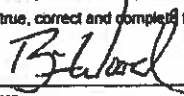
DRAWN BY: C.B.

DATE DRAWN: 03/21/18

FILE NAME: 11221-C01



P.O. BOX 3681
FARGO, ND 58103
OFFICE: (505) 334-0408

APPLICATION FOR PERMIT TO DRILL OR RE-ENTER			
APPLICATION TO DRILL <input checked="" type="checkbox"/>		RE-ENTER OLD WELL <input type="checkbox"/>	
INJECTION WELL <input type="checkbox"/>			
___ OIL ___ GAS ___ CO2 <u>X</u> HELIUM WELL OTHER _____			
NAME OF COMPANY OR OPERATOR RANGER DEVELOPMENT LLC			
Address 5001 LBJ Freeway, Suite 300		City State Phone Number Dallas TX 75244 (972) 980-3212	
Drilling Contractor not known at this time			
Address			
DESCRIPTION OF WELL AND LEASE			
Federal, State or Indian Lease Number, or if fee lease, name of lessor RANGER		Well number Elevation (ground) 34-1 NS 5847	
Nearest distance from proposed location to property or lease line: 1846 feet		Distance from proposed location to nearest drilling, completed or applied-for well on the same lease: East. Pet. 37 SF (P&A) 340 feet	
Number of acres in lease 640		Number of wells on lease, including this well, completed in or drilling to this reservoir: 2 (#269 is P&A)	
If lease purchased with one or more wells drilled, from whom purchased. Name Address Cimarex Energy, 1700 Lincoln St., Suite 3700, Denver CO 80203			
Well location (give footage from section line) 1931' FNL - 1846' FWL		Section - Township - Range or Block and Survey SEC. 34, T-20-N, R-27-E, G & SRM	
Field and reservoir (if wildcat, so state) Navajo Springs		Dedication per A.A.C. R12-7-104(A)(3) all of Sec. 34-20n-27e	
County APACHE			
Distance in miles and direction from nearest town or post office S 15° W, 7 MILES FROM CHAMBERS, AZ			
Proposed depth: 1040'		Rotary or cable tools Rotary Approximate date work will start Upon Approval	
Bond status SUR0042238 on file		Organization Report On file Yes Or attached Yes	
Amount \$25,000		Filing Fee of \$25.00 Attached Yes	
Remarks			
CERTIFICATE: I, the undersigned, under the penalty of perjury, state that I am the: Consultant of the Ranger Development LLC (company), and that I am authorized by said company to make this report; and that this report was prepared under my supervision and direction and that the facts stated therein are true, correct and complete to the best of my knowledge.			
Mail completed form to: Oil and Gas Program Administrator Arizona Oil & Gas Conservation Commission c/o Arizona Department of Environmental Quality 1110 W. Washington Street Phoenix, AZ 85007 e-mail completed form to: azogcc@azdeg.gov		Signature  5-23-18 Date	
Permit / LTF No.: Approval Date: Approved By:		STATE OF ARIZONA OIL & GAS CONSERVATION COMMISSION Application to Drill or Re-enter File two copies: one by mail, one electronically Form No. 3	
NOTICE: Before sending in this form be sure that you have given all information requested. Much unnecessary correspondence will thus be avoided.			

(Complete Reverse Side)

03/2018

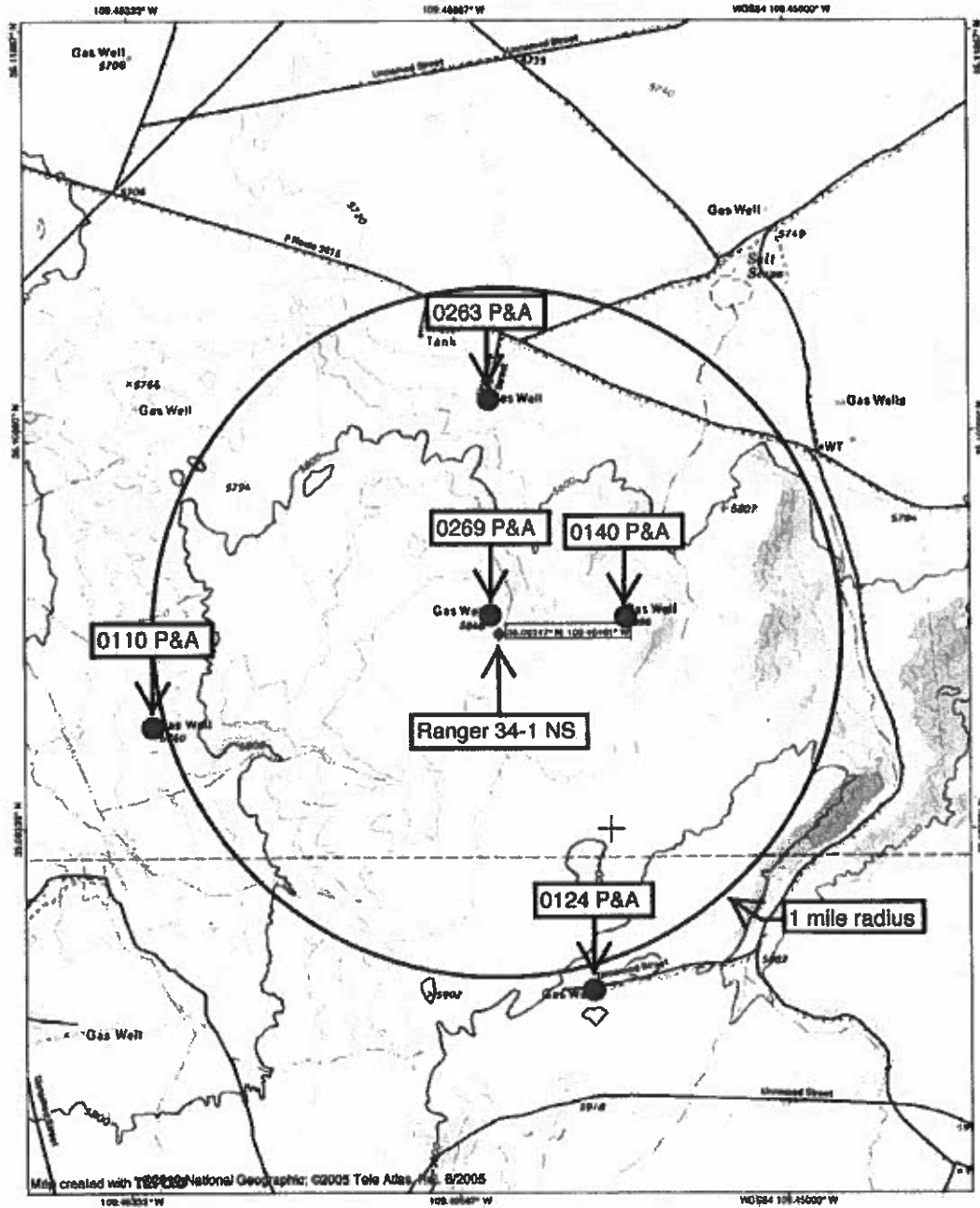
1. Operator shall outline on the plat the acreage dedicated to the well in compliance with A.A.C. R12-7-107.
2. A registered surveyor shall show on the plat the location of the well and certify this information in the space provided.
3. ALL DISTANCES SHOWN ON THE PLAT MUST BE FROM THE OUTER BOUNDARIES OF THE SECTION.
4. Is the operator the only owner in the dedicated acreage outlined on the plat below? YES XX NO
5. If the answer to question four is no, have the interests of all owners been consolidated by communization agreement or otherwise?
YES NO If answer is yes, give type of consolidation
6. If the answer to question four is no, list all the owners and their respective interests below:

Owner	Land Description
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> </div> <div style="width: 50%;"> <div style="text-align: center;"> </div> </div> </div>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center;">SECTION 34, TOWNSHIP 20 NORTH RANGE 27 EAST GILA & SALT RIVER MERIDIAN</p> </div> <div style="width: 50%;"> <div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;">CERTIFICATION</p> <p>I hereby certify that the information above is true and complete to the best of my knowledge and belief.</p> <p>Name <u>Brian Wood</u></p> <p>Position <u>Consultant</u></p> <p>Company <u>Ranger Development LLC</u></p> <p>Date <u>5-23-18</u></p> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>I hereby certify that the well location shown on the plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief.</p> <p>Date Surveyed <u>3-1-18</u></p> <p>Registered Land Surveyor <u>Michael C. Lock</u></p> <p>Certificate No. <u>61902</u></p> </div> </div> </div>	

PROPOSED CASING PROGRAM

Size of Casing	Weight	Grade & Type	Top	Bottom	Cementing Depths	Sacks Cement	Type
10.75"	32.75	B	GL	20'	GL - 20'	5	redi-mix
7.00"	20.00	J-55	GL	700'	GL - 550'	225	prem. light
4.50"	10.50	J-55	GL	1040'	350' - 1040'	85	prem. light

TOPO! map printed on 05/23/18 from "Untitled.tpo"

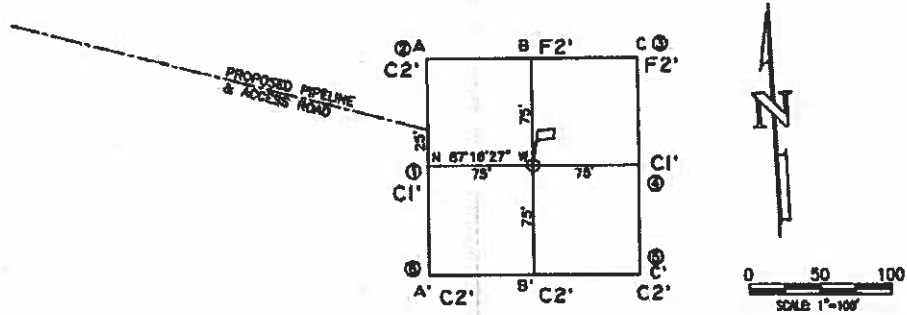


NATIONAL
GEOGRAPHIC

0.0 0.1 0.2 0.3 0.4 0.5 0.6 0.7 0.8 0.9 1.0 miles
0.0 0.1 0.2 0.3 0.4 0.5 0.6 0.7 0.8 0.9 1.0 km

True North
0.5°
05/23/18

**BEFORE DIGGING
CALL FOR UTILITY
LINE LOCATION!**



ELEVATION A-A'

5860				
5850				
5840				
5830				
5820				

B-B'

5860				
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5840				
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5820				

C-C'

5860				
5850				
5840				
5830				
5820				

CROSS SECTIONS
HORIZONTAL: 1"=100'
VERTICAL: 1"=50'

LEASE: RANGER 34-1 NS

FOOTAGES: 1931' FNL, 1846' FWL

SEC. 34 TWN. 20 N RNG. 27 E

LAT: 35.0914741° N LONG: 109.4646195° W (NAD83)

ELEVATION: 5847

RANGER DEVELOPMENT LLC

SURVEYED: 3/1/18

REV. DATE:

APP. BY: M.C.L.

DRAWN BY: A.D.

DATE DRAWN: 03/22/18

FILE NAME: 11222-C01



P.O. BOX 3651
FARMINGTON, NM 87408
OFFICE: (505) 334-0408