SURFACE USE AND DAMAGE AGREEMENT

This Surface Use and Damage Agreement (the "Agreement") is made and entered into effective as of the date that this Agreement is fully executed (the "Effective Date"), by and between the Navajo Nation (or "the 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") (collectively referred to as the "parties"), with the concurrence of 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.

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 which Operator warrants to be valid and effective, and

WHEREAS, due to mineral rights being dominant to surface rights, 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. The Nation 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 Navajo Nation or federal agency, or, in the absence of such agency approval after a reasonable time for such approval to be granted, 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 its "Ranger 28-10 NS", "Ranger 28-8 NS", "Ranger 28-1 SH NS", "Ranger 27-1 SH NS", "Ranger 31-17 NS", "Ranger 6-13 NS" and "Ranger 5-11 NS" wells, as set forth in said APDs and subject to the terms of this Agreement.
 - (a) <u>Hydraulic Fracturing</u>. Operator shall not utilize Hydraulic Fracturing on any of the helium well(s) to be drilled by Operator under this Agreement without the prior written consent of the Navajo Nation, which consent may be withheld by the Navajo Nation in its sole discretion. For the purposes of this Agreement, "Hydraulic Fracturing" shall be defined as the stimulation of a well by the application of hydraulic fracturing, or other, fluid under pressure for the express purpose of initiating or propagating fractures in a target geologic formation to enhance production of oil, natural gas and/or helium.

2. Notification; Consultation; Communication.

(a) Prior to initiating the drilling of any well, Operator shall provide the Navajo Nation and ONHIR

fifteen (15) days' notice prior to entry upon the Estate and shall consult with the Nation and ONHIR as to the location of each well, road, pipeline, power line, tank battery, or other facility to be placed upon the Lands.

(b) Operator shall meet with the Nahata Dziil Commission Governance ("NDCG") at reasonable intervals to keep NDCG and the local community members apprised of information including but not limited to Operator's operations, as well as employment or contractual opportunities with Operator. While it is the intent of the parties for such meetings to be held in person, the parties acknowledge that virtual or telephonic meetings will be used as reasonably necessary.

3. Compensation.

- (a) As compensation for surface damages and as rental for use of the Trust surface estate, Operator shall pay the Nation, in the manner prescribed in subsection (ii), the following:
 - (i) The sum of Twenty-Seven Thousand Dollars (\$27,000.00), payable upon execution of this Agreement, for the drilling of nine (9) helium wells upon the Lands (as described in Exhibits "B" and "C" attached hereto) 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. The minimum payment made by Operator to the Nation for surface disturbing activities referenced in the preceding sentence shall be \$3,000.00. notwithstanding whether total acreage to be disturbed by such activities is less than one (1) acre. Should Operator drill more than nine (9) helium wells upon the Lands, Operator shall pay to the Nation an additional sum of Three-Thousand Dollars (\$3,000.00) for each additional helium well drilled, with said sum being payable to the Nation prior to Operator spudding any helium well. In the event that any helium well drilled upon the Lands is completed as a producing helium well. Operator shall pay the Nation the sum of Five Thousand Dollars (\$5,000.00) per well per year. The annual payment described herein shall commence one year from the date of the spudding of any helium well, and shall allow Operator the rights for Operator, its agents, employees, service contractors, and successors in interest access to its helium well site, and facilities incidental thereto, as long as the annual payments are made and until such helium well has been plugged, but for a period not to exceed the term of this agreement. Notwithstanding anything contained in this Agreement to the contrary, beginning on the second anniversary of the date of this Agreement, in order to preserve the rights granted to Operator pursuant to this Agreement related to any helium well site depicted within Exhibit "B" attached hereto (each a "Well Site"), Operator shall be required to pay the Nation an annual payment of Five Thousand Dollars (\$5,000.00) for each such Well Site, regardless of the producing status of any helium well(s) contained within said Well Site and/or whether any drilling operations have commenced on such Well Site. Operator may elect in its sole discretion to discontinue such annual payments for any Well Site, thereby relinquishing any rights granted to Operator for such Well Site, subject to Operator plugging and abandoning such helium well and restoring the land pursuant to Section 5 of this Agreement; provided, however, that such election shall not affect Operator's rights related to any other Well Site where Operator continues to remit the annual payments to the Nation set forth above.

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. If the Consumer Price Index decreases during any one-year period, the payments shall remain at the then existing level for the next year.
- (ii) Operator shall make all payments required under this Section 3(a) in accordance with the following, until otherwise noted in writing by the Nation (with the concurrence of ONHIR) or ONHIR (with the concurrence of the Nation): Payments will be made to "The Navajo Nation, Attention: Diné Relocatee Fund" and sent to the Navajo Nation Office of the Controller, Attention: Robert Willie, Navajo Nation, P.O. Box 3150, Window Rock, AZ 86515.
- (b) In addition to the amounts set forth in Section 3(a) above, in consideration of Operator's impacts to the grazing permittees operating within the Lands (the "Permittees"), ONHIR shall promptly provide and annually confirm or update information necessary for Operator to contact the Permittees and Operator shall take the following additional actions:
 - (i) Within 10 days of the later of Operator's receipt of (1) a fully executed copy of this Agreement, and (2) current information from ONHIR of the names and addresses of the Permittees, Operator will make a one-time payment of \$21,000.00 to the Permittees, allocated equally between each of the Permittees (e.g., each of seven Permittees will receive one-seventh of the total payment); and
 - (ii) Operator shall contact the Permittees annually thereafter to identify any ongoing impacts to them from Operator's operations and to offer any suitable in-kind assistance to ameliorate such impacts.
- 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 the Nation or ONHIR, 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 the Nation and ONHIR may allow other parties to use said roads.

- (g) Operator agrees, if requested by the Nation or ONHIR 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 the Nation'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 the Nation and 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 the Nation, with notification to ONHIR, 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.
- (I) Upon expiration of this agreement, Operator shall reclaim or transfer control of any roads it constructed during the term of this agreement to the Nation or ONHIR, or their appropriate 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 all fences shall meet or exceed the requirements for an Arizona "lawful fence" (A.R.S. 3-1426) and at all times keep its well sites and fences 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 the Nation 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 the Nation elects in writing to take over the abandoned well and convert the same to a water well, then the Nation shall be responsible for the operation and maintenance of the well and shall assume all liability associated therewith. If the Nation 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 the Nation, 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, the Nation 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 the Nation and Operator in

writing, any pipelines constructed by Operator on the Lands shall be constructed and maintained to the following specifications:

- (a) Unless the parties agree otherwise, the top of any pipeline shall be buried at least 36 inches below the surface of the ground.
- (b) Operator shall comply with the approved reclamation plan and applicable regulations of the appropriate Navajo Nation or federal agency, or, in the absence of such agency, the AOGCC and also 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 the Nation, Operator shall fill in, repack, and level such trenches.
- (c) Operator shall provide the Nation and ONHIR with a plat showing the "as built" length and location of all pipelines promptly after their installation.
- (d) The Nation 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 if the pipeline is buried below the surface. Any pipelines located on the surface shall be removed by Operator once it has been deemed abandoned pursuant to the preceding sentence. All such cleanup and mitigation shall be performed in compliance with all applicable federal and Navajo Nation laws and regulations.
- 7. <u>Power Lines</u>. Any buried or overhead power lines constructed on the Lands shall be constructed and maintained to the following specifications:
- (a) Operator will consult with the Nation 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 the Nation at the time of construction of overhead power lines. The Nation shall be entitled to receive payment from Operator or Operator's electricity provider for any right-of-way needed for overhead power lines, subject to additional negotiation with the Nation.
- (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 the Nation. Buried power lines shall be installed pursuant to the regulations of the appropriate Navajo Nation 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 the Nation or ONHIR.
- **(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 the Nation 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 and ONHIR 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.
- (h) Operator shall not fence any access roads without the prior consent of the Nation and ONHIR.
- (i) Operator shall construct and maintain stock-tight Arizona lawful fences (as defined in Section 5) for both sheep and cattle around any dangerous areas, including any pits where Operator drills wells. Notwithstanding anything to the contrary herein, Operator shall construct and maintain chain-link fences around any of its sites on the Estate that include gas compression equipment.
- (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 subject to this Agreement 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.
- (I) Operator shall conduct operations and activities on the Estate in accordance with all applicable 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 the Nation (or its designee) for all damages caused by fire arising out of Operator's operations, including, without limitation, any charges incurred by the Nation or 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.
- (n) Inspection: The Nation and ONHIR shall have the right, at any reasonable time and upon reasonable notice during the term of this Agreement, to enter upon the lands subject to this Agreement, or any part thereof, to visually inspect the wells and other improvements erected or placed thereon; provided, however, that such inspections shall not unreasonably interfere with Operator's operations; and provided further, however, that Operator shall not be responsible for damages to any person or property arising out of the misconduct or negligence of the Nation and/or ONHIR involved in any such inspection.
- 9. <u>Produced Water</u>. 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 at least annually to determine if such water is fit for consumption by livestock and report the results of such tests to the Nation and ONHIR.
 - (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 Navajo Nation 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, the Nation and ONHIR 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.
 - (c) Drilling for such stock water and any wells constructed related thereto shall be in compliance with the applicable laws and regulations of the Navajo Nation.
- 10. Extraordinary Damages. The compensation provided for herein is acknowledged by the Nation 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.

Reclamation and Reseeding; Bonding. Unless the Nation 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 consistent with the approved reclamation plan and 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 total amount of \$50,000.00 (the "Surface Bond") in favor of the Navajo Nation for surface reclamation. The Parties acknowledge that the Surface Bond shall serve as sufficient assurance of performance for Operator's activities under this Agreement

and Section 11 of that certain Surface Use and Damage Agreement between the parties effective August 6, 2018.

- 12. <u>Indemnification</u>. To the maximum extent permitted by law, Operator will indemnify, defend, and hold the Navajo Nation, the United States, including ONHIR, 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. <u>Designated Contact Person</u>. Operator, Navajo Nation 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 the Navajo Nation:

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

And (solely as to notifications pursuant to Section 8)

Rowena Cheromiah Navajo Nation Minerals Department P.O. Box 1910 Window Rock, Arizona 86515 rcheromiah@navajo-nsn.gov

For ONHIR:

Mae Salago-King New Lands Program Operations Specialist ONHIR P.O. Box 130 Sanders, AZ 86512 928-245-0005 mking@ohnir.gov

- **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 the Nation and ONHIR notice of any proposed assignment by Operator. Within 45 days of receipt of such notice the Nation shall either consent to the assignment or provide Operator in writing the grounds for its declining to such consent, provided that such consent will not be unreasonably withheld by the Nation. Any consent to assignment by the Nation will require the concurrence of ONHIR. If

- no timely response is provided to Operator with respect to the proposed assignment, the assignment shall be deemed approved.
- (b) In the event of an Assignment, the assignee shall assume all obligations of this Agreement, including the bond requirements contained in Section 11.
- 15. <u>Successor Agency</u>. In the event that ONHIR is closed, all rights and duties under this Agreement will pass to ONHIR's Congressionally designated successor agency or in the absence of such a designation, the Navajo Nation.
- 16. <u>Binding Effect.</u> This Agreement is binding upon and shall inure to the benefit of the successors and assigns of the parties. The Nation 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 the Nation'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. <u>Applicable Law</u>. 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, the Nation 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 the Nation that the default will be cured on a timely basis.
- 19. <u>Term.</u> 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. Furthermore, should Operator not commence drilling operations related to any well(s) set forth in Exhibit "D" attached hereto within twenty-four (24) months of the date of this Agreement. Operator's rights granted within this Agreement with respect to said undrilled well(s) shall automatically terminate.
- **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.
- 21. <u>Modifications to Agreement</u>. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

|Signature page follows|

[Signature page to Surface Use and Damage Agreement]

By: Dr. Buu Nygren Title: President OPERATOR: RANGER DEVELOPMENT LLC
Title: President
Title: President
OPERATOR: RANGER DEVELOPMENT LLC
OTERATOR, RANGER DEVELOTIMENT ELE
By: Jeremy Jordan Title: Manager
CONCURRENCE: ONHIR
Christopher J. Bavasi, Executive Director

DATED as of this ____ day of ______, 20___.

EXHIBIT "A"

to Surface Use and Damage Agreement by and between the Navajo Nation, Ranger Development LLC and the Office of Navajo and Hopi Indian Relocation

LEGAL DESCRIPTION of THE ESTATE SUBJECT to THIS AGREEMENT:

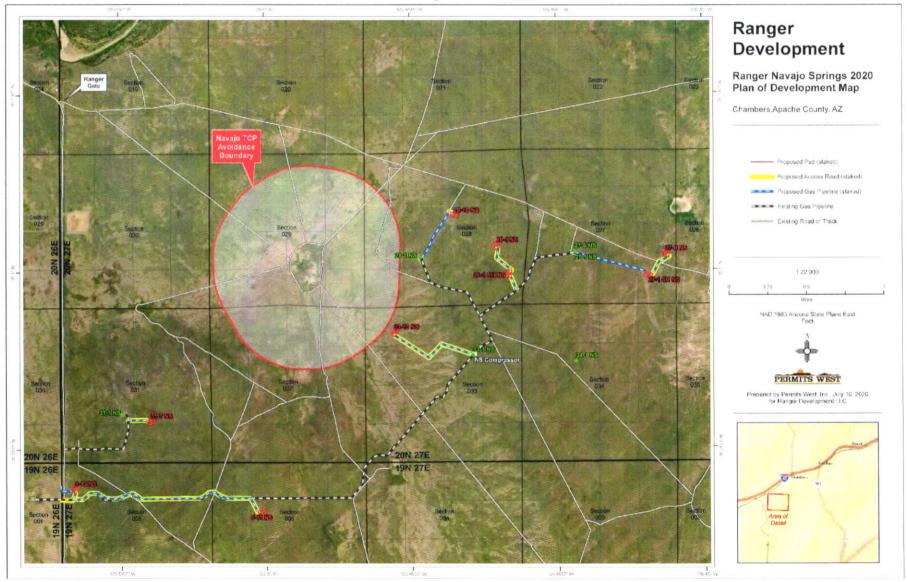
Sections 19, 20, 21, 27, 28, 31 and 33, Township 20 North, Range 27 East, and Sections 5 and 6, Township 19 North, Range 27 East, Gila and Salt River Meridian, Apache County, Arizona.

EXHIBIT "B"

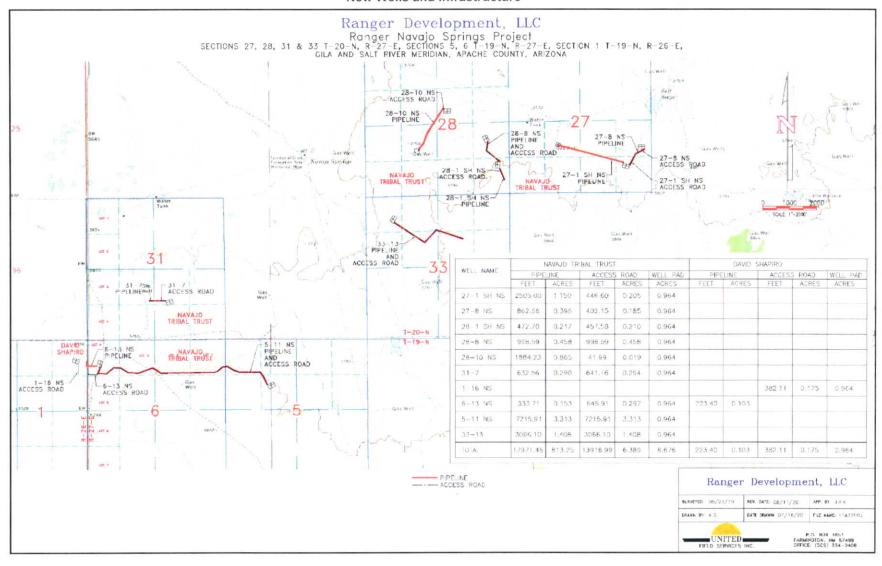
to Surface Use and Damage Agreement by and between the Navajo Nation, Ranger Development LLC and the Office of Navajo and Hopi Indian Relocation

DEPICTION and SURVEY of the LANDS SUBJECT to THIS AGREEMENT:

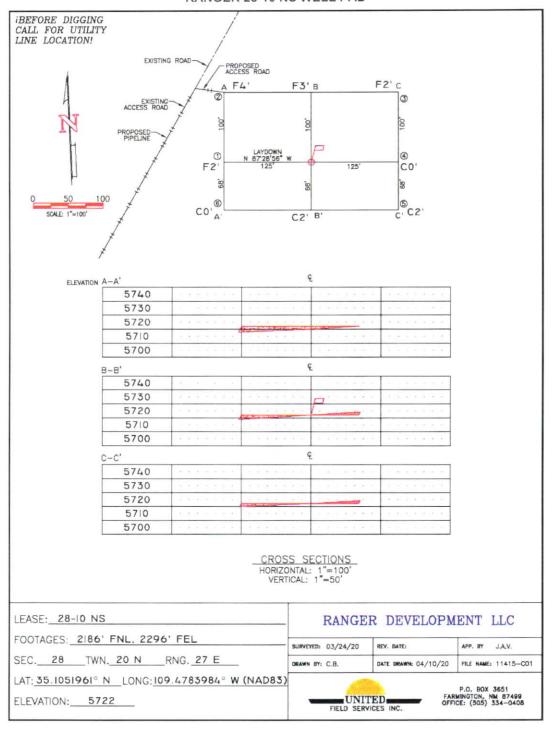
Inclusive of Existing Wells and Infrastructure

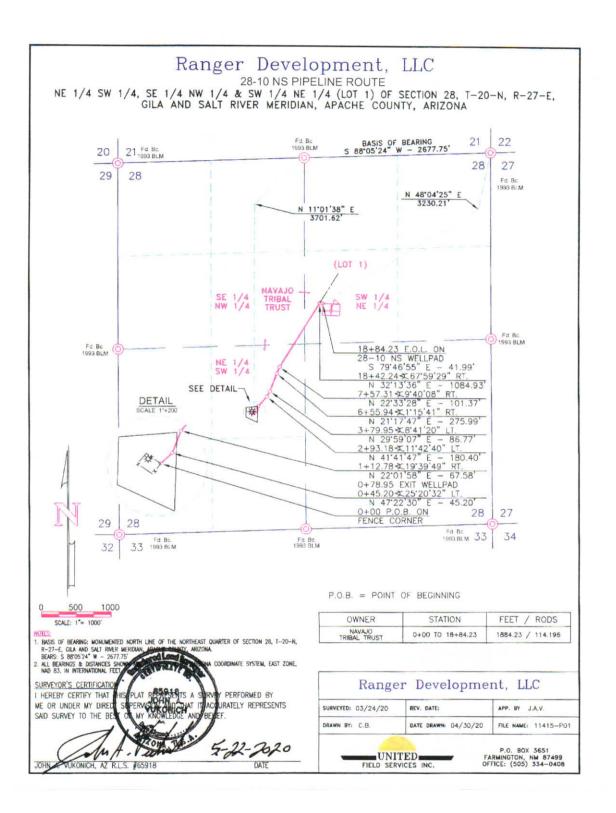


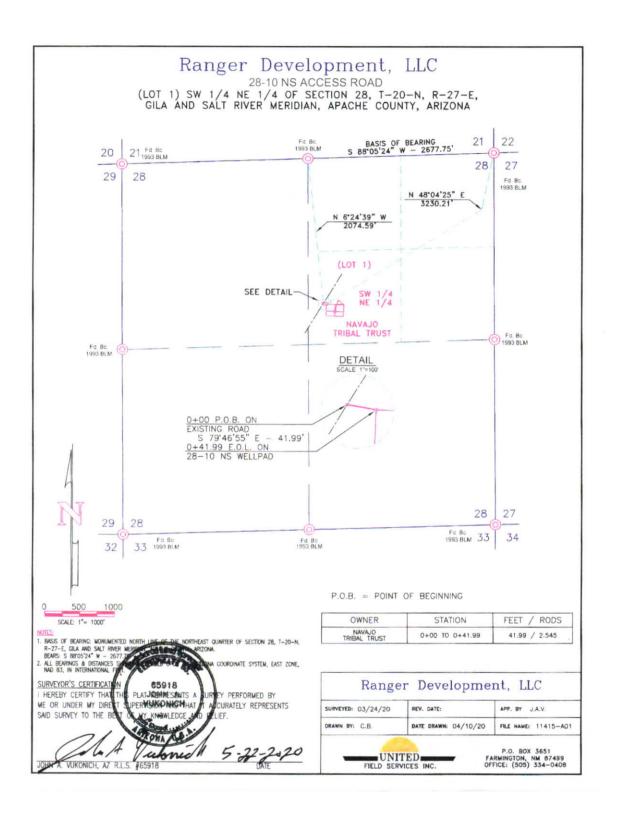
New Wells and Infrastructure



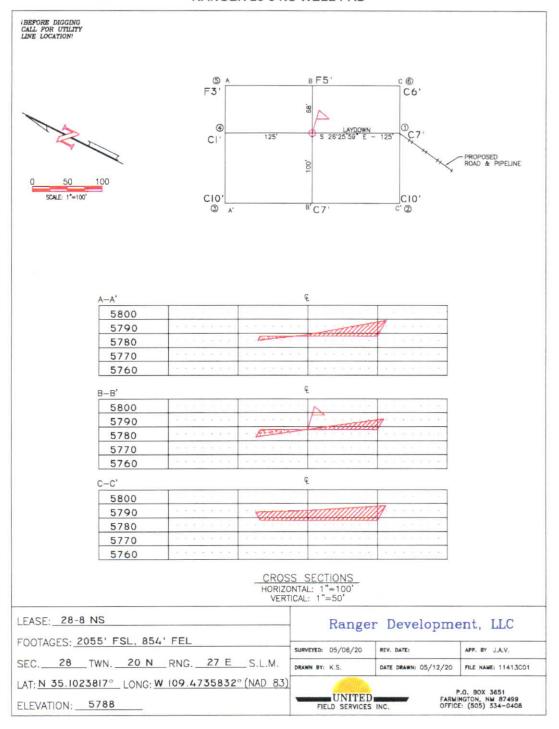
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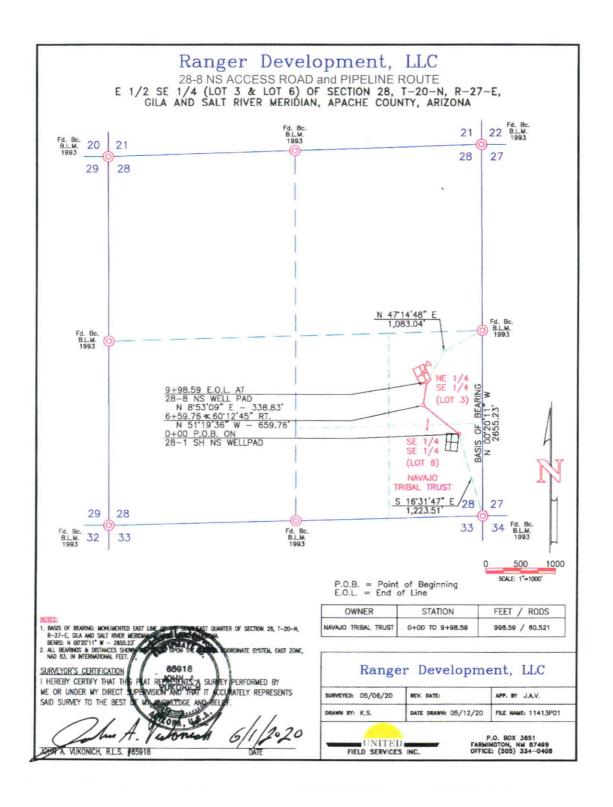




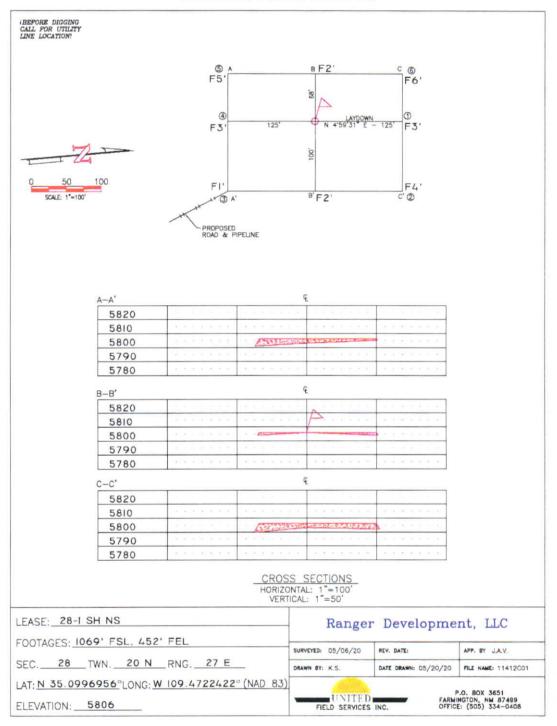


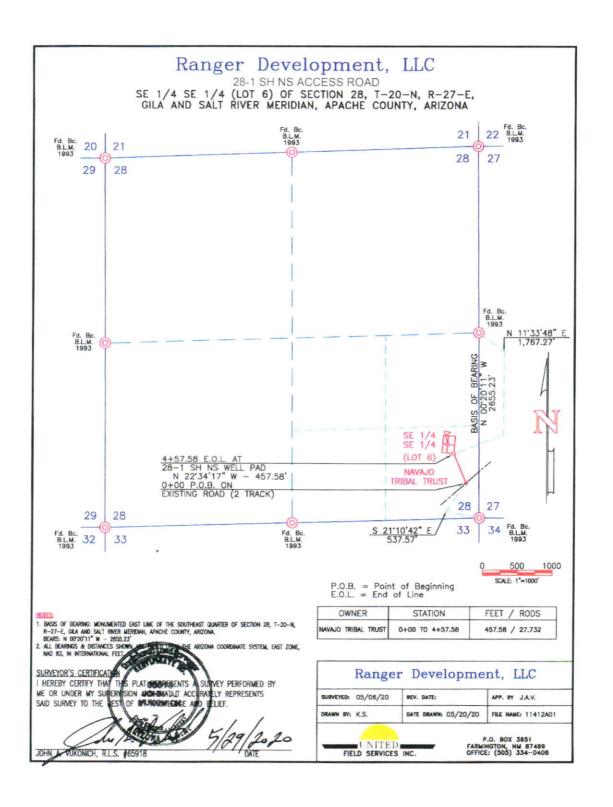
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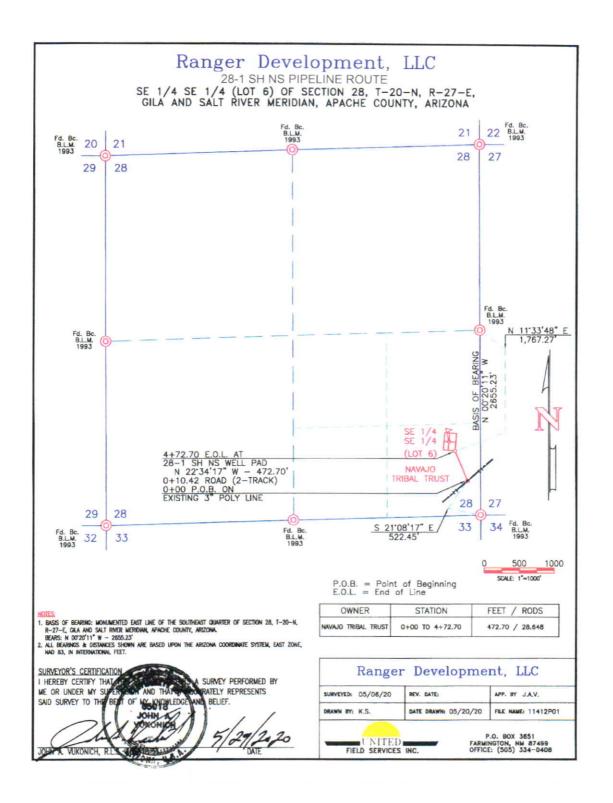




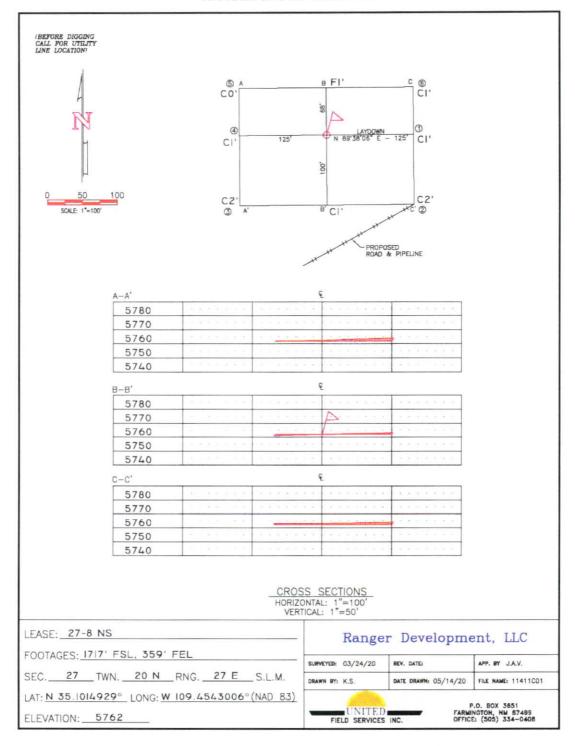
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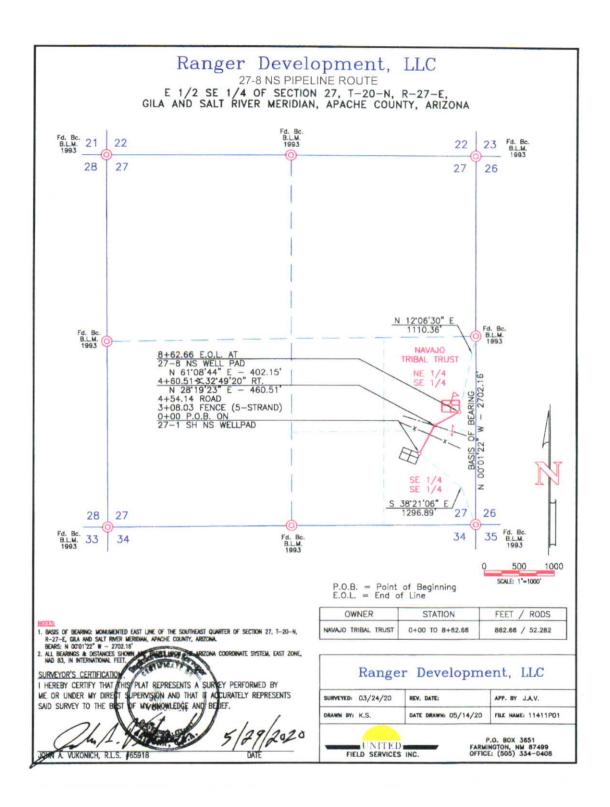


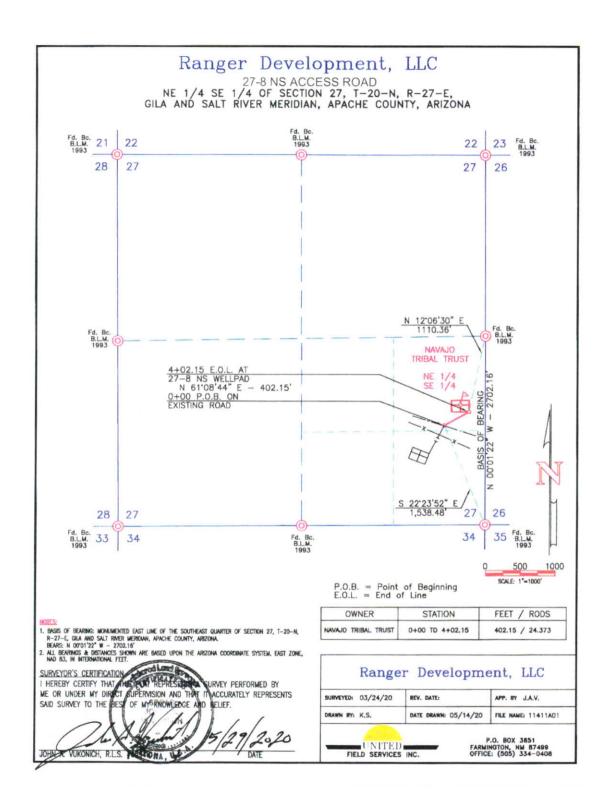




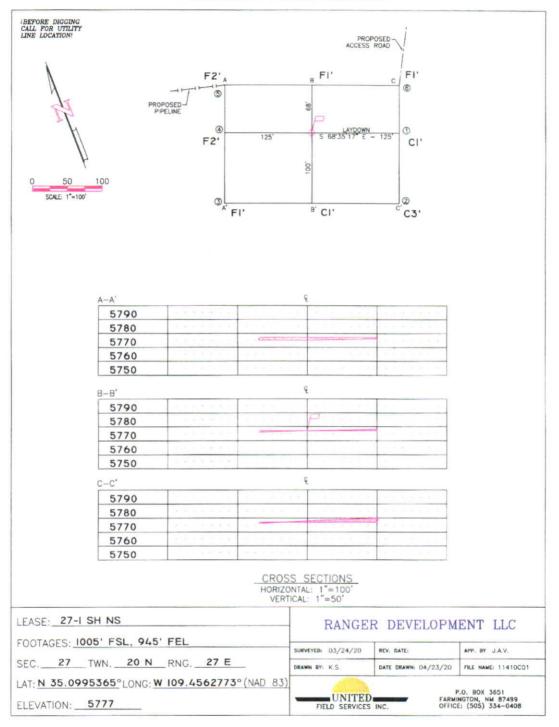
RANGER 27-8 NS WELL PAD

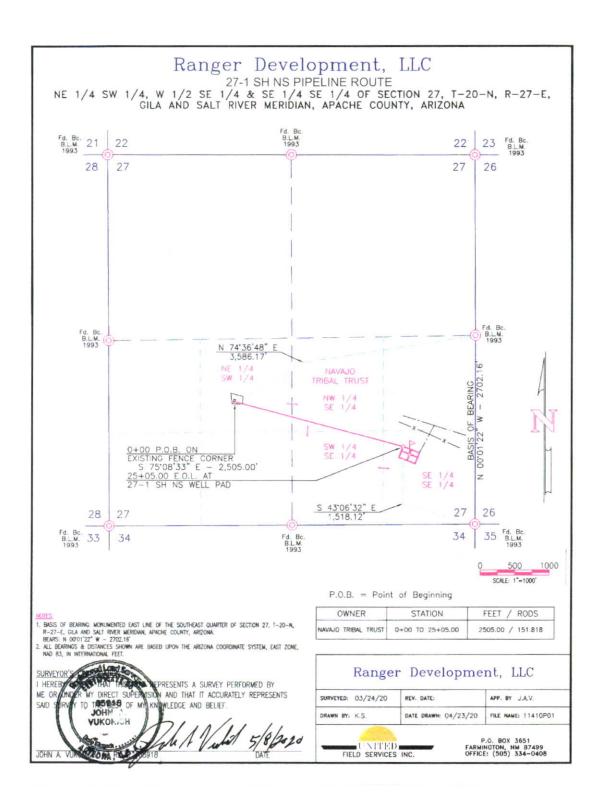


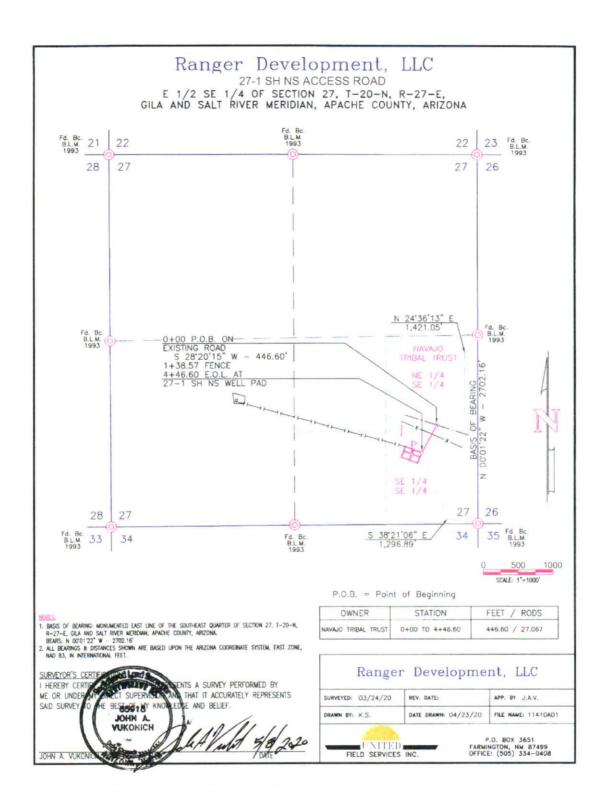




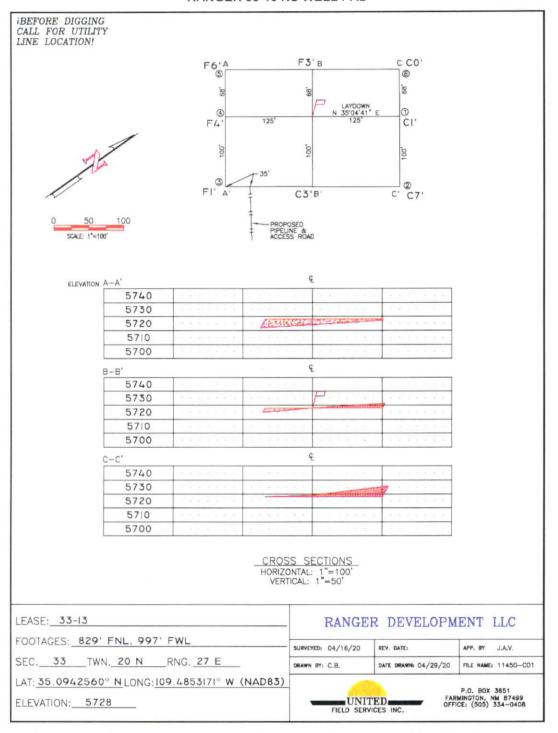
RANGER 27-1 SH NS WELL PAD

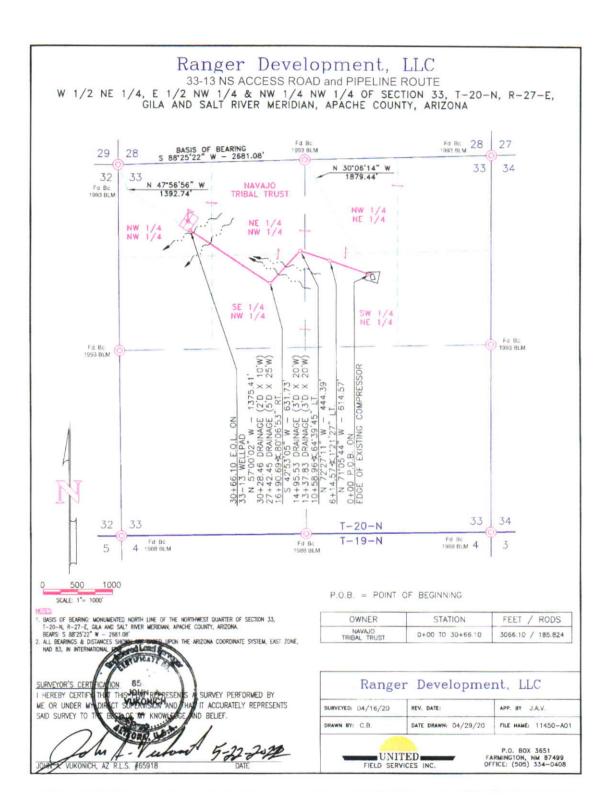




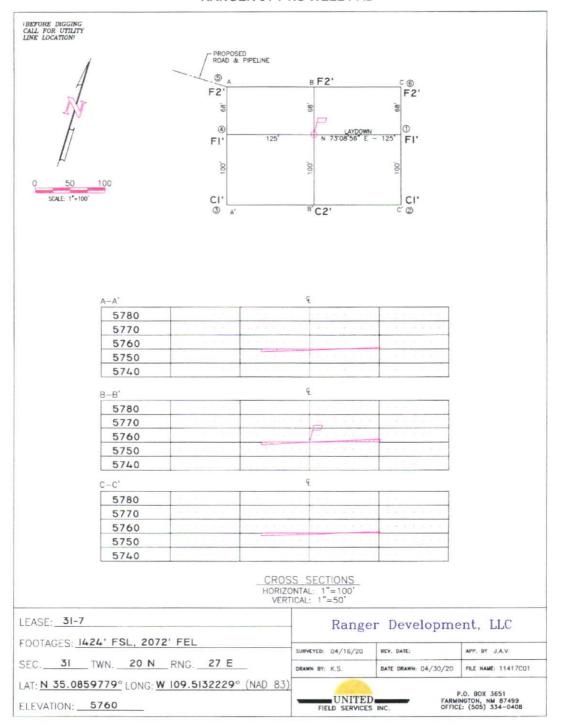


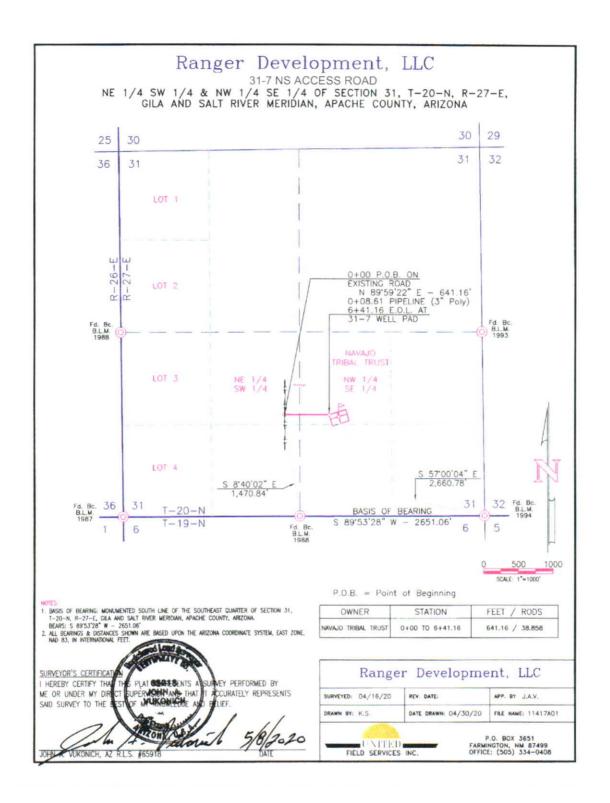
RANGER 33-13 NS WELL PAD

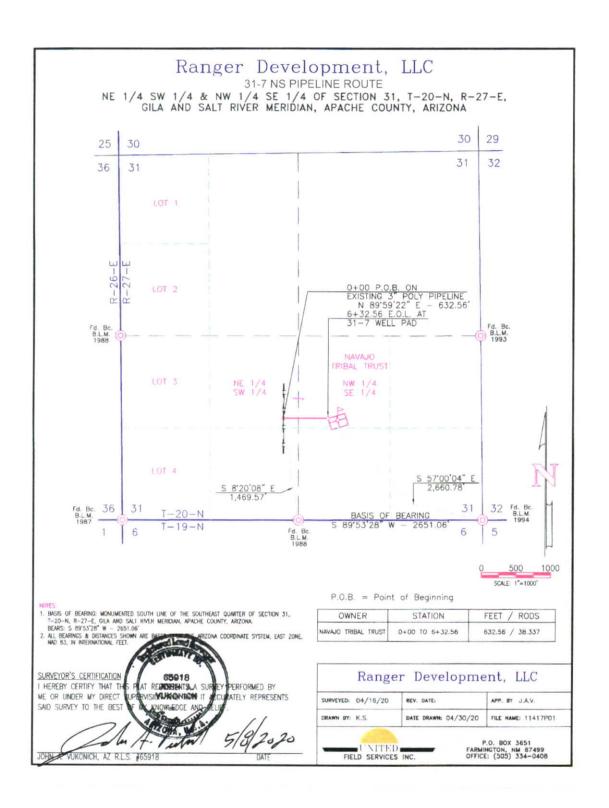




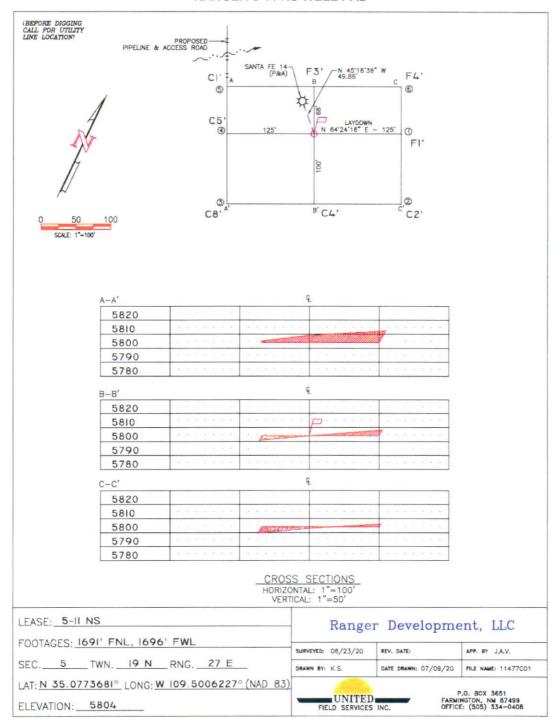
RANGER 31-7 NS WELL PAD

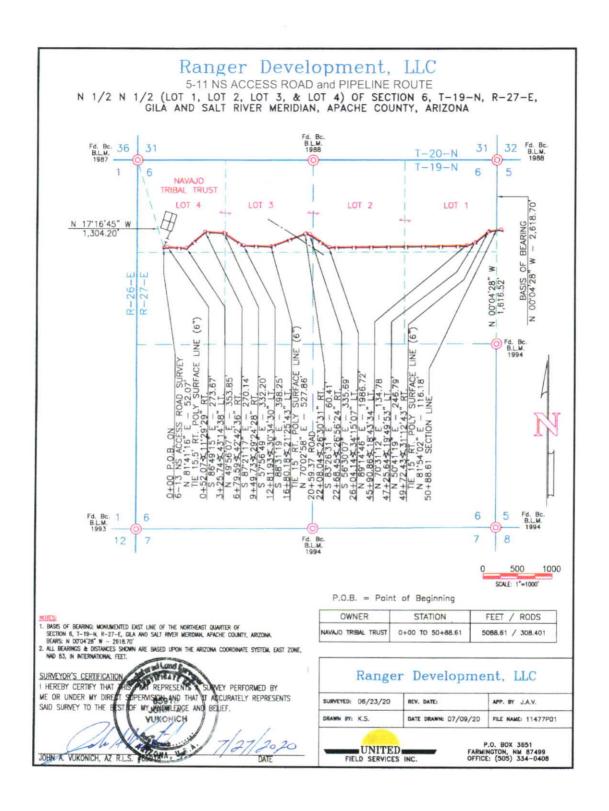


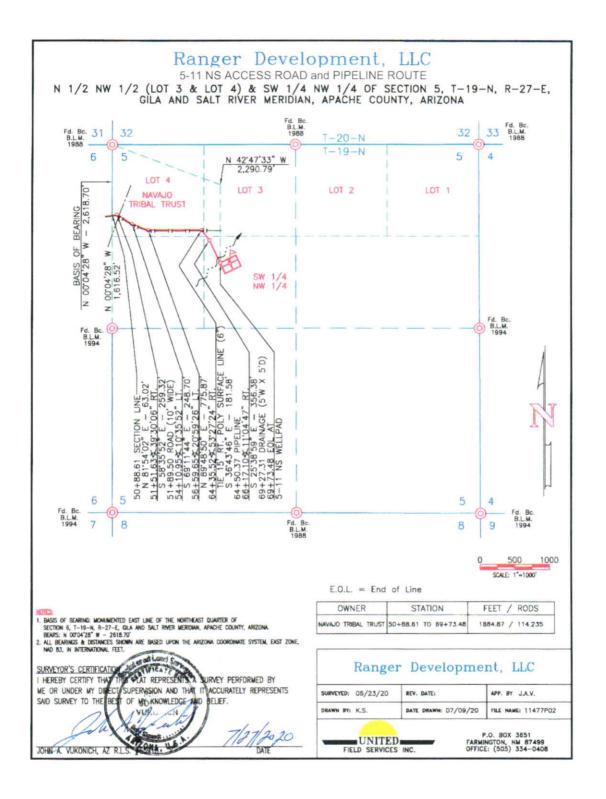




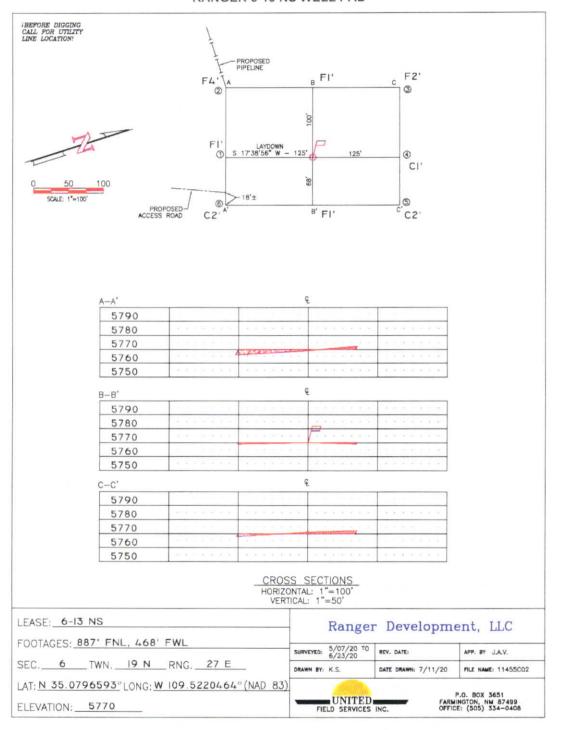
RANGER 5-11 NS WELL PAD

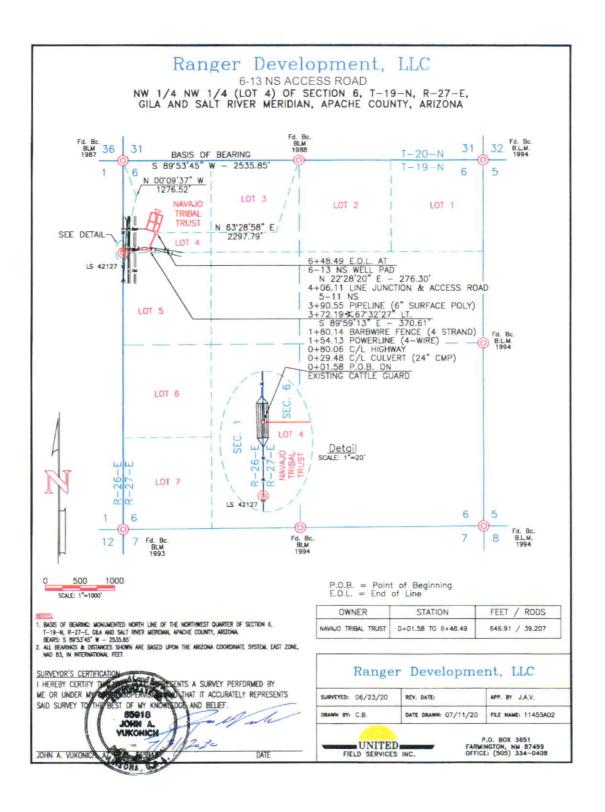






RANGER 6-13 NS WELL PAD





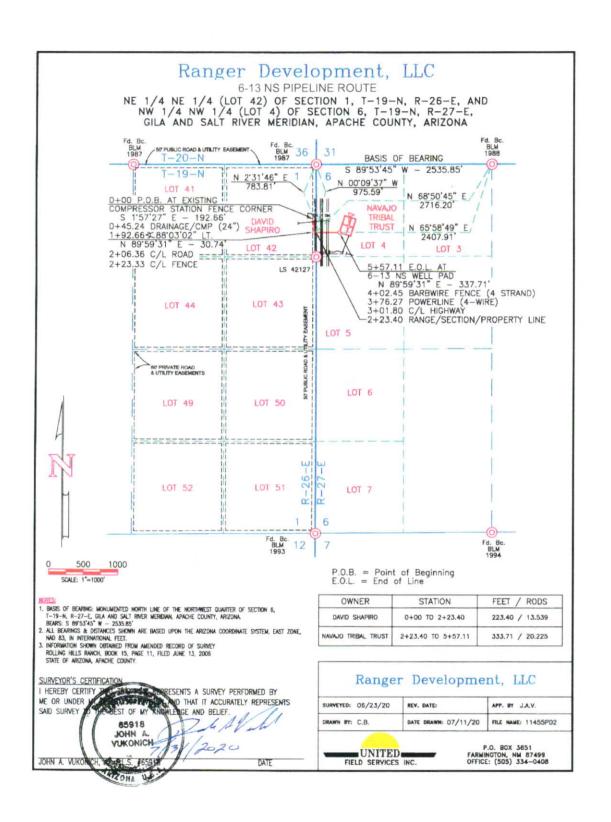


EXHIBIT "C"

to Surface Use and Damage Agreement by and between the Navajo Nation, Ranger Development LLC and the Office of Navajo and Hopi Indian Relocation

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 2020-2021 Proposed Well Pad Locations - Chambers, Apache County, Arizona

Well Name	#	Surface Position	T.	R.	S.	Coordinates (NAD 83)	Quad Map
Ranger 27-1 SH NS	1	1005° FSL & 945° FEL	20N	271	27	Lat: 35.0995365 Long: 109.4562773	Navajo Springs, AZ
Ranger 27-8 NS	1	1717" FSL & 359" FEL	20N	27E	27	Lat: 35.1014929, Long: 109.4543006	Navajo Springs, AZ
Ranger 28-1 SH NS	1	1069° FSL & 452° FE:	20N	27E	28	Lat: 35.0996956 Long: 109.472242	Navajo Springs, AZ
Ranger 28-8 NS	1	2055" FSL & 854" FEL.	20N	27E	28	Lat: 35.1023817 Long: 109.4735832	Navajo Springs, AZ
Ranger 28-10 NS	1	2186' FNL & 2296' FEL	20N	27F	28	Lat. 35.1051961 Long: 109,4783984	Navajo Springs, AZ
Ranger 31-7 NS	1	1424" FSL & 2072" FEL	20N	27E	31	Lat: 35.0859779 Long: 109.5132229	Navajo Springs, AZ
Ranger 33-13 NS	1	829° FNL & 997° FWL	20N	27E	33	Lat: 35.0942560, Long: 109.4853171	Navajo Springs, AZ
Ranger 6-13 NS	1	887° FNL & 468° FWL	19N	27F	6	Lat: 35.0796593 Long: 109.5220464	Navajo Springs, AZ
Ranger 5-11 NS	1	1691° FNL & 1696° FWL	19N	27E	5	Lat: 35.0773681 Long: 109.5006227	Navajo Springs, AZ

Table 2.2 Land Use Summary

Facility		Well Pad	r	Access Road & Pipeline Corridor			Land Use
rucini	Length (ft.)	Width (ft.)	Acres	Length (ft.)	Width (ft.)	Acres	(Acres)
Ranger 27-1 SH NS	250	168	0.964	2,505.00	20	1.15	2.114
Ranger 27-8 NS	250	168	0.964	862.67	20	0.396	1.36
Ranger 28-1 SH NS	250	168	0.964	472,70	20	0.217	1,181
Ranger 28-8 NS	250	168	0.964	008 50	20	0.458	1.422
Ranger 28-10 NS	250	168	0.964	1,884.22	20	0.865	1.829
Ranger 31-7 NS	250	168	0.964	641.16	20	0.294	1.258
Ranger 33-13 NS	250	168	0.964	3066-10	20	1.408	2.372
Ranger 6-13 NS	250	168	0.964	980.62	20	0.153	1,414
Ranger 5-11 NS	250	168	0.964	7.219.11	20	3.313	4.277
	Pad La	nd Use	8.676	Road & Land		8.551	17.227
	Total	al Projec	Land Us	e' *			17.227

^{*} Includes approx 0.127 acres of overlap between the pipeline and road easements between 5-13 & 6-13 and 27-1 & 27-8.

2.2.2 Pipeline and Road Construction

All pipelines will be HDPE surface lines between 4-inch to 6-inch in outside diameter. Wherever possible, pipelines will follow existing or proposed access roads and will be contained within a 20-foot easement alongside associated access roads.

All access roads will be bladed to allow light drilling equipment to travel over them. Maximum disturbed width will be 20 feet. Maximum cut or fill will be 3 feet and maximum grade will be 10%.

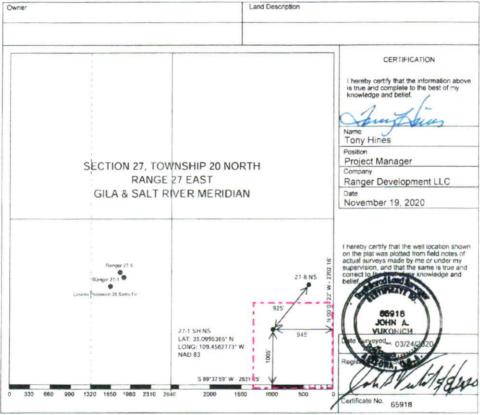
EXHIBIT "D"

to Surface Use and Damage Agreement by and between the Navajo Nation, Ranger Development LLC and the Office of Navajo and Hopi Indian Relocation

Applications for Permit to Drill

	CATION TO DRILL	RE-ENTER	OLD WELL		INJECTION WELL
OIL	X GAS	CO2 X HELIUM WEL	L OTHER		
NAME OF	COMPANY OR OPERATOR				All I sales
	RANGER DEVE	LOPMENT LLC			
Address		City		State	Phone Number
5001 LB	J Freeway, Suite 300	Dalla	as	Texas	972-960-3210
Drilling Conti Butler Pe	rector etroleum LLC				
Address					
			WELL AND LEASE		
	te or Indian Lease Number, or if fe		Well rumber 27-1 SH I	us	Elevation (ground) 5777
	e Pacific Railroad Com ence from proposed location to pro		Distance from proposed		et drilling, completed or applied-for
		945	well on the same lease:		925 (and
Number of a	cres in lease	945 feet	Number of wells on lease	e, including this v	925 feet rell, completed in or drifting to this reserv
623.72			5 (Eastern - Sa		And the second s
lease purch	hased with one or more walls whom purchased.	Name	,	ddresa	
		Cimarex Energy Co.	1700 Lincoln S	St., Suite 3	700, Denver, CO 80203
vell location	(give footage from section lines) 1005' FSL - 945' FE		hlp - Range or Block and S -20-N, R-27-E, G & S		Dedication per A.A.C. R12-7-104(A)(All 27-20N-27E
ield and res	servoir (if wildcet, so state)	1000.01	County		
	Springs		APACH	IE .	
listance in n	niles and direction from nearest to		3.3 MILES FROM CH	AMBERS, AZ	
roposed de	plh	Rotary or cable tools			date work will start
985'	Filed	Rotary Organization Report		Fiting Fee o	on Approval
fond status mount	\$50,000		attached Yes	Attached	Yes
	\$50,000				
emarks		der the penalty of perjury, state tha	100	Project	Manager of th
CERTIFIC			at I am the:		Ot th
CERTIFIC R;	CATE: I, the undersigned, un anger Development, L s prepared under my supervis	LC (company), ar	at Fam the: nd that Fam authorized I	by sald compar	or make this report; and that this
CERTIFIC Report was all compliand Gas izona Oll in	CATE: I, the undersigned, un anger Development, L s prepared under my supervis leted form to: Program Administrator & Gas Conservation Commis	LC (company), ar ion and direction and that the facts sisten	at Fam the: nd that Fam authorized I	by sald compar	or make this report; and that this
CERTIFIC R; report was all compi il and Gas tizona Oll to o Arizona 110 W, We	CATE: I, the undersigned, un anger Development, L s prepared under my supervis letted form to: Program Administrator & Gas Conservation Commis Department of Environmenta sishington Street	LC (company), ar ion and direction and that the facts sisten	at I am the: Ind that I am authorized I is stated therein are true, Signature	by sald compar	by to make this report; and that this implete to the best of my knowledge
CERTIFIC Ri report was lail compliid and Gas rizona Oil in o Arizona in 110 W. We noenix, AZ	CATE: I, the undersigned, un anger Development, L s prepared under my supervis letted form to: Program Administrator & Gas Conservation Commis Department of Environmenta sishington Street	LC (company), ar ion and direction and that the facts sisten i Quality	at I am the: nd that I am authorized is a stated therein are true,	by sald compar	by to make this report; and that this implete to the best of my knowledge
CERTIFIC Report was all compi I and Gas 10 o Arizona 01 10 W. Wa noenix, AZ mail com	CATE: I, the undersigned, unanger Development, L prepared under my supervisiteted form to: Program Administrator & Gas Conservation Commits Department of Environmentalshington Street.	LC (company), ar ion and direction and that the facts sisten i Quality	at I am the: Ind that I am authorized I is stated therein are true, Signature	oy said compar correct and co	by to make this report; and that this implete to the best of my knowledge
CERTIFIC Report was fall complided to Arizona Oil 110 W. Watonenix, AZ mail com	CATE: I, the undersigned, un anger Development, L sprepared under my supervisibleted form to: Program Administrator & Gas Conservation Commiss Department of Environmental ashington Street 185007 Inpleted form to: azegcc@	LC (company), ar ion and direction and that the facts sisten i Quality	at I am the: nd that I am authorized I stated therein are true, Signature Date	by said comparison of the confect and comparison of the confect and comparison of the confect and conf	ny to make this report; and that this immulate to the best of my knowledg
CERTIFIC Report was lail compliant of a compliant o	CATE: I, the undersigned, un anger Development, L sprepared under my supervis leted form to: Program Administrator & Gas Conservation Commissional of Environmenta is shington Street (85007 inpleted form to: azegcc@No.:	LC (company), ar ion and direction and that the facts sisten i Quality	at I am the: nd that I am authorized I stated therein are true, Signature Date	sy said compar correct and co	by to make this report; and that this sumplicite to the best of my knowledge
CERTIFIC Report was lail compl il and Gas rizona (II) to Arizona rito W. We hoenix, AZ mail com emit / LTF Approval Di Approved B	CATE: I, the undersigned, un anger Development, L sprepared under my supervisieted form to: Program Administrator & Gas Conservation Commissional Commission Street (85007) Inpleted form to: azegcc@No.: ale:	LC (company), ar ion and direction and that the facts sisten i Quality	st I am the: nd that I am authorized I stated therein are true. Signature Date OIL & GA	state of sconsers	by to make this report; and that this sumplicite to the best of my knowledge for the following states of the second states of the secon

- 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 X NO
- If the answer to question four is no, have the interests of all owners been consolidated by communitization 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:

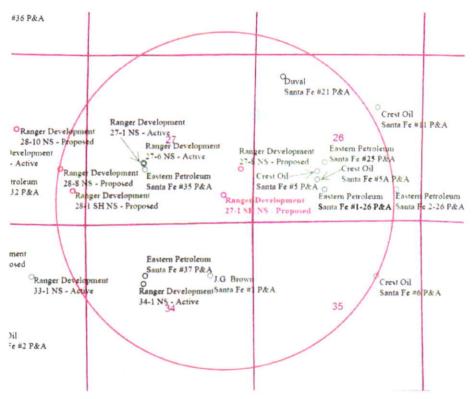


PROPOSED CASING PROGRAM

Size of Casing	Weight	Grade & Type	Top	Bottom	Cementing Depths	Sacks Cement	Type
10.75"	32.75#	J55	GL	60'	GL-60'	10	Prem. Light
7.00"	20.00#	J55	GL	790'	GL-790'	175	Prem. Light
4.50"	10.50#	J55	GL	985"	GL-985'	90	Prem. Light

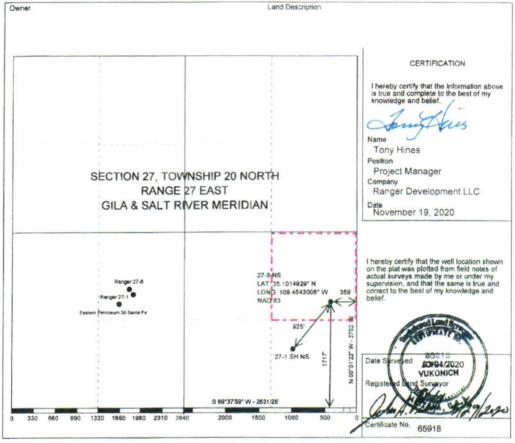
Ranger Development LLC Ranger 27-1 SH NS 1005' FSL & 945' FEL Sec. 27, T. 20 N., R. 27 E. Apache County, AZ

Area Topographic Map



APPLI	APP	LICATION FOR PERM RE-ENTER	OLD WELL	R RE-EN	TER INJECTION WELL
OIL		CO2 X HELIUM WE	LL OTHER		
NAME OF	COMPANY OR OPERATOR				
	RANGER DEVE	LOPMENT LLC			
Address		City	1	State	Phone Number
5001	LBJ Freeway, Suite 30	0 Dalla	as	Texas	972-960-3210
Drilling Con Butler	r Petroleum LLC				
Address					
		DESCRIPTION OF	F WELL AND LEASE		
	ite or Indian Lease Number, or if for Fe Pacific Railroad Co		Well number 27-8 NS		Elevation (ground) 5762
	ance from proposed location to pro		Distance from proposed k	ocation to near	set drilling, completed or applied-for
		359 (well on the same lease:		925
Number of a	cres in lease	339 feet	Number of wells on lease	including this v	920 feet well, completed in or driffing to this reservoir
	00 Total II A DA 100 T				
623.7	2 hased with one or more wells	Name	5 (Eastern - Santa	Fe #35 P	&A)
driffed, from	whom purchased.	Cimarex Energy Co.		-), Denver, CO 80203
	(give footage from section lines) 1717' FSL - 359' FE		ship - Range or Block and Su -20-N, R-27-E, G & SR		Dedication per A.A.C. R12-7-104(A)(3) All 27-20N-27E
	servoir (if wildcat, so state)		County		
	O Springs niles and direction from nearest to	wn or post office	APACHE		
		S 11° W, 6	6.2 MILES FROM CHA		
Proposed de 985'	ppth:	Rotary or cable tools Rotary		Upon A	e date work will start
Bond status	Filed	Organization Report	11-11-11-11-11-11-11-11-11-11-11-11-11-	Filing Fee o	
Amount	\$50,000	On file Yes Or	attached Yes	Attached `	Yes
Ra	anger Development, LL	(00.00)// 00	nd that I am authorized by		ny to make this report; and that this
report was	s prepared under my supervisi	ion and direction and that the facts	s stated therein are true, o	correct and co	omplete to the best of my knowledge.
Oil and Gas Arizona Oil do Arizona	ieted form to: Program Administrator & Gas Conservation Commis Department of Environmenta shington Street 185007		Signature	1/20	· kins
-mail con	npleted form to: azogco@	gazdeq.gov	1		
ermit / LTF	No.:				FARIZONA
Approval D	ale:				VATION COMMISSION
Approved B	y:				Drill or Re-enter
NOTICE:	Before sending in this form be sur requested. Much unnecessary co	e that you have given all information rrespondence will thus be avoided.	Form No. 3	ples: one b	y mail, one electronically

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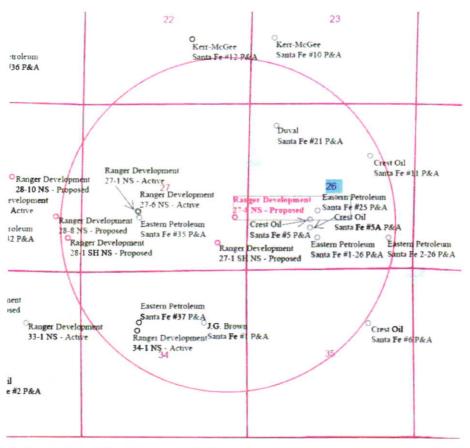


PROPOSED CASING PROGRAM

Size of Casing	Weight	Grade & Type	Top	Bottom	Cementing Depths	Sacks Cement	Type
10.75"	32.75#	J55	GL	60'	GL-60'	10	Prem. Light
7.00"	20.00#	J55	GL	790'	GL-790'	175	Prem. Light
4.50"	10.50#	J55	GL	985	GL-985'	90	Prem. Light

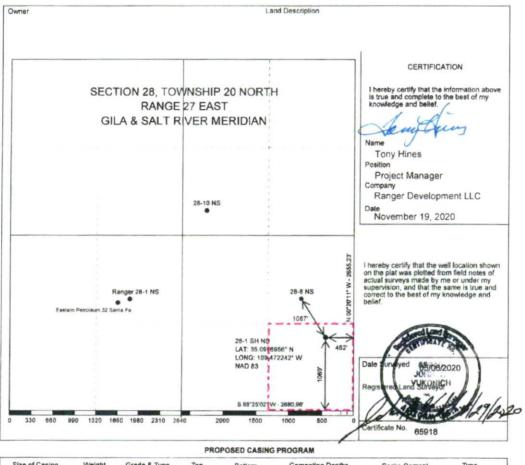
Ranger Development LLC Ranger 27-8 NS 1717' FSL & 359' FEL Sec. 27, T. 20 N., R. 27 E. Apache County, AZ

Area Topographic Map



APPI ICA	TION FOR PERM	AIT TO DRILL OF	DE-ENT	rep		
APPLICATION TO DRILL V		OLD WELL	(RE-EIV)	INJECTION WELL		
OILX_GASCO2	X HELIUM WEI	LL OTHER				
NAME OF COMPANY OR OPERATOR						
RANGER DEVELOP	MENT LLC					
Address	City		State	Phone Number		
5001 LBJ Freeway, Suite 300	Dalla	98	Texas	972-960-3210		
Butler Petroleum LLC						
Address						
	DESCRIPTION OF	WELL AND LEASE				
Federal, State or Indian Lease Number, or If fee lease, Santa Fe Pacific Railroad Company		Well number 28-1 SH N	S	Elevation (ground) 5806		
Nearest distance from proposed location to properly or	lease lins:	Distance from proposed to well on the same lease:	cation to nears	et drilling, completed or applied-for		
	452 feet			1057 feet		
Number of acres in lease		Number of wells on lease, including this well, completed in or drilling to this reservoir:				
662.68		5 (Eastern - Santa		kA)		
drilled, from whom purchased.	arex Energy Co.		dress Suite 3700	, Denver, CO 80203		
Well location (give footage from section lines) 1069' FSL - 452' FEL		thip - Range or Block and Sur -20-N, R-27-E, G & SR		Dedication per A.A.C. R12-7-104(A)(3) All 28-20N-27E		
Field and reservoir (if wildcat, so state)		County				
Navajo Springs Distance in miles and direction from nearest fown or po	et office	APACHE				
Distance in rings and directors now receives to pro-		5.5 MILES FROM CHAP				
Proposed depth: 985'	Rotary or cable tools Rotary		Approximate Upon Ap	date work will start		
Bond status Filed	Organization Report		Filing Fee of			
Amount \$50,000	On file Yes Or	atteched Yes	Attached Y	'es		
Remarks						
CERTIFICATE: I, the undersigned, under the Ranger Development, LLC report was prepared under my supervision and	(company), a	nd that I am authorized by		of the by to make this report; and that this motetic to the best of my knowledge.		
Mail completed form to: Oil and Gas Program Administrator Arizona Oil & Gas Conservation Commission ofo Arizona Department of Environmental Qualit 1110 W. Washington Street Phoenix, AZ 85007	y	Signature Date		fuer		
e-mail completed form to: azogco@azdeq.	gov					
Permit / LTF No.:		The same and the same and		ARIZONA		
Approval Date:				VATION COMMISSION Drill or Re-enter		
Approved By:				The state of the s		
NOTICE: Before sending in this form be sure that you requested. Much unnecessary correspond	u have given all information fence will thus be avoided.	Form No. 3	pies; one by	y mail, one electronically		

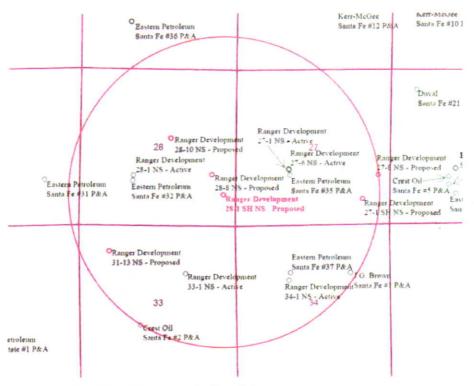
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 YES
 NO
 If answer is yes, give type of consolidation
- 6. If the answer to question four is no, list all the owners and their respective interests below:



Size of Casing	Weight	Grade & Type	Тор	Bottom	Cementing Depths	Sacks Cement	Type
10.75"	32.75#	J55	GL	60'	GL-60'	10	Prem. Light
7.00"	20.00#	J55	GL	790	GL-790'	175	Prem. Light
4.50"	10.50#	J55	GL	985"	GL-985'	90	Prem. Light

Ranger Development LLC Ranger 28-1 SH NS 1069' FSL & 452' FEL Sec. 28, T. 20 N., R. 27 E. Apache County, AZ

Area Topographic Map



ADDI ICAT	ION EOD DEDN	IIT TO DRILL OF	DELENT	ED
APPLICATION TO DRILL 🗹		OLD WELL	(NE-ENI	INJECTION WELL
OIL X GAS CO2	X HELIUM WEL			
NAME OF COMPANY OR OPERATOR				
RANGER DEVELOPA	MENTILC			
Address	City		State	Phone Number
5001 LBJ Freeway, Suite 300	Dalla		Texas	972-960-3210
Drilling Contractor Butler Petroleum LLC	Dalla	15	Texas	972-900-3210
Address				
	DESCRIPTION OF	WELL AND LEASE		
Federal, State or Indian Lease Number, or if fee lease, n	ame of lessor	Well number		Elevation (ground)
Santa Fe Pacific Railroad Company Nearest distance from proposed location to property or le	nee line	28-8 NS	vation to nearse	5788 It driffing, completed or applied-for
realisation from proposed accessor to property or a	Perso In re.	well on the same lease:	CONTROL HOURS	t drawing, completed or applied-to:
	854 feet			1057 feet
Number of acres in lease		Number of wells on lease,	including this we	ell, completed in or drilling to this reservoir:
662.68		5 (Eastern - Santa		A)
If lease purchased with one or more wells drilled, from whom purchased. Cima	rex Energy Co.		dress Suite 3700,	Denver, CO 80203
Well location (give footage from section lines) 2055' FSL - 854' FEL		ship - Range or Block and Sui -20-N, R-27-E, G & SR		Dedication per A.A.C. R12-7-104(A)(3) All 28-20N-27E
Field and reservoir (if wildcat, so state)		County	_	
Navajo Springs Distance in miles and direction from nearest fown or pos	office	APACHE	:	
parameter to access of translates and emits to access a short a storage state at the storage state and the storage state at the storage	S 21° W, 6	3.3 MILES FROM CHA		
Proposed depth: 985'	Rotary or cable tools Rotary		Upon Ap	date work will start
Bond status Filed	Organization Report		Filing Fee of	
Amount \$50,000	On file Yes Or	attached Yes	Attached Y	es
Remarks				
CERTIFICATE: 1, the undersigned, under the p Ranger Development, LLC	(company), ar	nd that I am authorized by		of the y to make this report; and that this
report was prepared under my supervision and d	frection and that the facts	s stated therein are true, o	correct and cor	implete to the best of my knowledge.
Mall completed form to: Oil and Gas Program Administrator Artzona Oil & Gas Conservation Commission c/o Artzona Department of Environmental Quality 1110 W. Washington Street Phoenix, AZ 85007		Signature 15	11/2	o e
e-mail completed form to: azogcc@azdeq.g	ov	Jale		
Permit / LTF No.:			STATE OF	ARIZONA
Approvel Date:		OIL & GAS	CONSERV	ATION COMMISSION
Approved By:		A	Application to D	Orill or Re-enter
NOTICE: Before sending in this form be sure that you requested. Much unnecessary corresponde	have given all information noe will thus be avoided.	File two co	ples: one by	mail, one electronically

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Grade & Type

J55

155

155

Weight

32.75#

20.00#

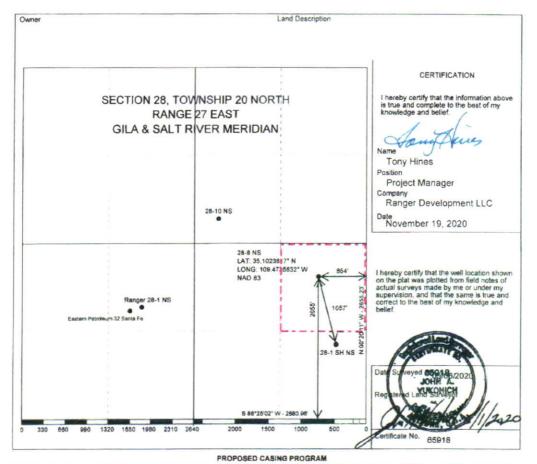
10.50#

Size of Casing

10.75"

7.00"

4.50"

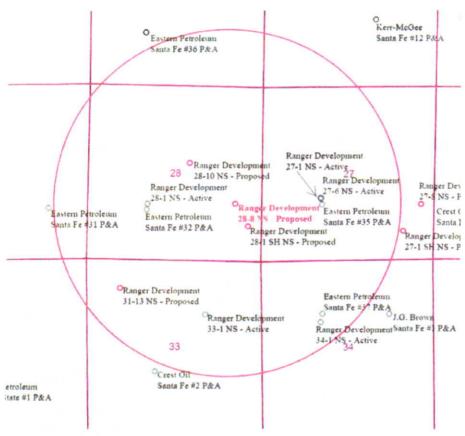


Cementing Depths Top Bottom Sacks Cement Type GL 60' GL-60' Prem. Light 10 790 GL-790 GL 175 Prem. Light GL-985 GI. 985 90

Prem. Light

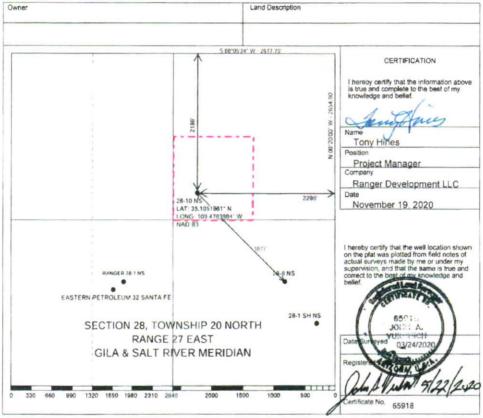
Ranger Development LLC Ranger 28-8 NS 2055' FSL & 854' FEL Sec. 28, T. 20 N., R. 27 E. Apache County, AZ

Area Topographic Map



APPLI	CATION TO DRILL	CATION F		OLD WELL	K RE-ENT	INJECTION WELL	
OIL	X GASC	03 X	HELIUM WEL	The second secon		INCOMOTIVE	
	COMPANY OR OPERATOR		THE STATE OF THE S	omen_			
NAME OF	RANGER DEVEL	ODMENT	1.0				
Address	RANGER DEVEL	OPMENT	City		State	Phone Number	
	3J Freeway, Suite 300		Dalla	26	Texas		
			Ualli	as	Texas	972-960-3210	
Butler P	retroleum LLC						
ddress							
		DE	SCRIPTION OF	WELL AND LEASE			
ederal, Sta	ite or Indian Lease Number, or if fee	lease, name of less	ior	Well number		Elevation (ground)	
	e Pacific Railroad Comp			28-10 N		5722	
earest dist	ance from proposed location to prop	erty or lease line:		well on the same lease	location to nearse	drilling, completed or applied-for	
		2186	feet			1677 feet	
	cres in lease			Number of wells on lease, including this well, completed in or drilling to this reserv			
662.68				5 (Eastern - S	anta Fe #32	P&A)	
	hesed with one or more wells whom purchased.	Name			Address		
illes, nom		Cimarex En	aray Ca	1700 Lincoln	St Suite 27/	00. Denver. CO 80203	
Vell location	(give footage from section lines)		Section - Towns	hip - Range or Block and :	Survey	Dedication per A.A.C. R12-7-104(A)	
hald and re	2186' FNL - 2296' FEI servoir (if wildcaf so state)		SEC. 28, T-	-20-N, R-27-E, G & S	RM	All 28-20N-27E	
	Springs			APAC	HE		
latance in	miles and direction from nearest low	n or post office					
985'		D.C.	S 22° W,	6 MILES FROM CHA		date work will start	
торовеа а	spin:		Rotary		COMM (CO.)	n Approval	
ond status	Filed	Organiza	tion Report		Filing Fee of 1	\$25.00	
Amount	\$50,000	On file	Yes or	attached Yes	Attached	Yes	
CEPTIE	ICATE: 1, the undersigned, und	or the sensity of	porium, etala th	at I am the Proje	ect Manager		
	anger Development, LL			at i ain the		of to make this report; and that this	
						mplete to the best of my knowledg	
tell come	pleted form to:			0	1 4	1 -	
	s Program Administrator & Gas Conservation Commiss			Cinnot	cust !	cus	
it and Gar	Department of Environmental	Quality		Signature	11/20		
it and Gar rizona Oil o Arizona				- /	1111-0		
il and Gar rizona Oil o Arizona 110 W. W	ashington Street			Date /	1		
it and Gar rizona Oli o Arizona 110 W. W hoenix, A	ashington Street	azdeq.pov		Date /	1		
if and Gar rizona Oli o Arizona 110 W. W hoenix, Ai -mail cor	ashington Street Z 85007 mpleted form to: azogcc@	azdeq.gov		Date /	STATE OF	ARIZONA	
it and Gai rizona Oil o Arizona 110 W. W hoenix, A. -mail cor	rashington Street Z 85007 rmpleted form to: azogco@	azdeg.gov				ARIZONA /ATION COMMISSION	
elt and Gal dizona Oli do Arizona 110 W. W hoenix, Ai -mail con ermit / LTI Approval D	rashington Street 2 85007 rnpleted form to: azogcc@ F No.: Date:	azdeg.gov			S CONSERV		
oll and Gar rizona Oli n Arizona 110 W. W hoenix, A	rashington Street 2 85007 rnpleted form to: azogcc@ F No.: Date:		n all information	OIL & GA	Application to 0	ATION COMMISSION	

- 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 X NO
- If the answer to question four is no, have the interests of all owners been consolidated by communitization 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:

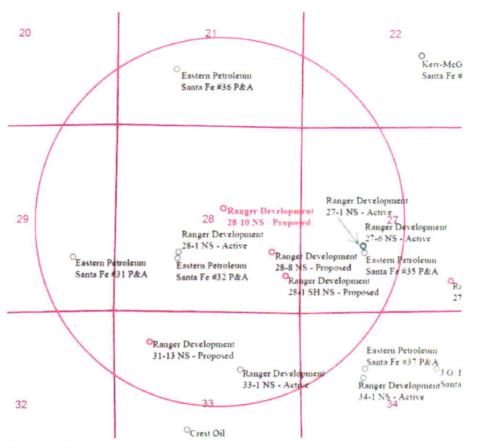


PROPOSED	CASING	PROGRAM
PHOPOSED	CHOING	FACGRAIN

Size of Casing	Weight	Grade & Type	Тор	Bottom	Cementing Depths	Sacks Cement	Туре
10.75"	32.75#	J55	GL	60'	GL-60'	10	Prem, Light
7.00"	20.00#	J55	GL	790'	GL-790'	175	Prem. Light
4.50"	10.50#	J55	GL	985	GL-985'	90	Prem. Light

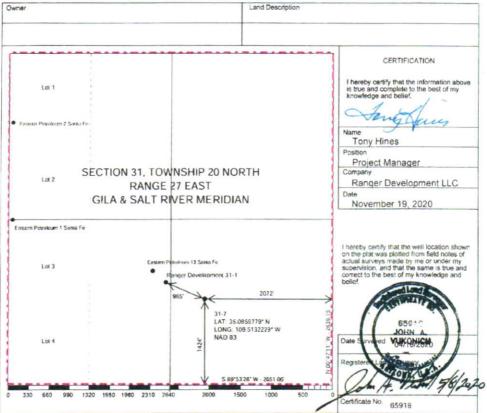
Ranger Development LLC Ranger 28-10 NS 2186' FNL & 2296' FEL Sec. 28, T. 20 N., R. 27 E. Apache County, AZ

Area Topographic Map



APPLICAT	TION FOR PERI	MIT TO DRILL	OR RE-ENT	ER
APPLICATION TO DRILL V	RE-ENTER	R OLD WELL		INJECTION WELL
OIL _X_GASCO2	X HELIUM WE	ELL OTHER_		
NAME OF COMPANY OR OPERATOR		-		
RANGER DEVELOP	MENT LLC			
Address	Ci	ty	State	Phone Number
5001 LBJ Freeway, Suite 300	Da	llas	Texas	972-960-3210
Drilling Contractor Butler Petroleum LLC				11 11 11 11 11 11 11 11 11 11 11 11 11
Address				
	DESCRIPTION	OF WELL AND LEASE		
Federal, State or Indian Lease Number, or if fee lease,		Well number		Elevation (ground)
Santa Fe Pacific Railroad Company Nearest distance from proposed location to property or		Distance from propos	ed location to nearse	5760 at drilling, completed or applied-for
		well on the same leas	e.	200
Number of acres in lease	1424 feet	Mumber of wells on le	one includion this w	965 feet ell, completed in or drilling to this reservoir:
627.60		5 (Eastern - S		
If lease purchased with one or more wells drilled, from whom purchased	тю		Address	
Viell location (give footage from section lines)	arex Energy Co.	1700 Lincoln		700, Denver, CO 80203
1424' FSL - 2072' FEL		T-20-N, R-27-E, G &		Dedication per A.A.C. R12-7-104(A)(3) All 31-20N-27E
Field and reservoir (II wildcat, so state) Navajo Springs		County	HE	
Distance in miles and direction from nearest town or po		1		
Proposed depth:	S 32° W	I, 8 MILES FROM CH		date work will start
1,085	Rotary		Upo	on Approval
Bond status Filed Amount \$50,000	Organization Report On file Yes C	or attached Yes	Filing Fee of Attached	\$25.00 Yes
Remarks	Ton me Yes	or attached Yes	Attached	res
CERTIFICATE: I, the undersigned, under the p Ranger Development, LLC		ilat i aili tire.	roject Manag	er of the y to make this report; and that this
report was prepared under my supervision and				
Mail completed form to: Oil and Gas Program Administrator Arizona Oil & Gas Conservation Commission		0	mo A	Times
do Arizona Department of Environmental Quality 1110 W. Washington Street Phoenix, AZ 85007		Signature	9/11/20	2
e-mail completed form to: azogcc@azdeq.	gov	Date	/ /	
Permit / LTF No.:			STATE OF	ARIZONA
Approval Date:		OIL & G		ARIZONA /ATION COMMISSION
Permit / LTF No.: Approval Date: Approved By:		OIL & G	AS CONSERV	

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 YES NO ______ If answer is yes, give type of consolidation
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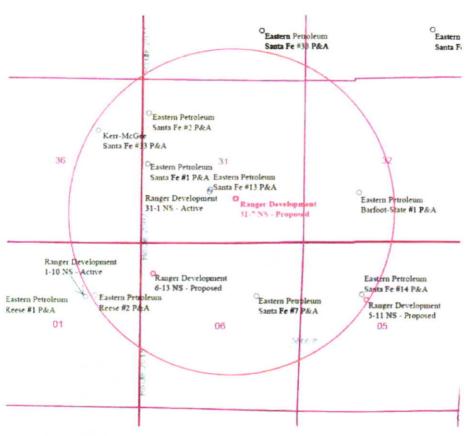


PROPOSED CASING PROGRAM

Size of Casing	Weight	Grade & Type	Тор	Bottom	Cementing Depths	Sacks Cement	Type
10.75"	32.75#	J55	GL	60'	GL-60'	10	Prem. Light
7.00"	20.00#	J55	GL	790'	GL-790'	175	Prem. Light
4.50"	10.50#	J55	GL	1,065	GL-1,065'	90	Prem. Light

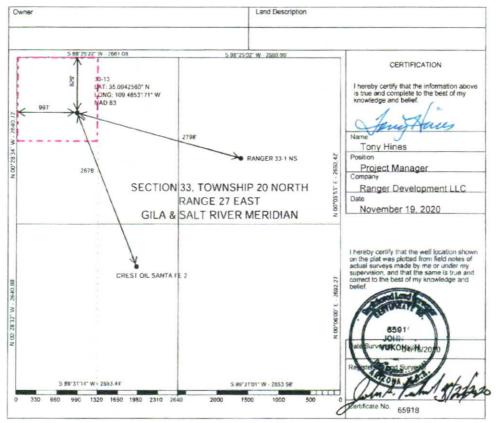
Ranger Development LLC Ranger 31-7 NS 1424' FSL & 2072' FEL Sec. 31, T. 20 N., R. 27 E. Apache County, AZ

Area Topographic Map



APPLICATION TO DRILL V	TION FOR PERM	OLD WELL [7]	RE-ENT	INJECTION WE	au 🗆
_OIL _X GAS CO2	X HELIUM WEL			HULO HOLE THE	
	TILLION TVLC	- OTHER			
IAME OF COMPANY OR OPERATOR					
RANGER DEVELOP					
ddress	City		State	Phone Nu	mber
5001 LBJ Freeway, Suite 300	Dalla	as	Texas	972-96	30-3210
rilling Contractor					
Butler Petroleum LLC					
DOPES					
		WELL AND LEASE			
ederal, State or Indian Lease Number, or if fee lease,		Well number 33-13		Elevation (ground) 5728	í
Santa Fe Pacific Railroad Company earest distance from proposed location to property or		Distance from proposed lo	cation to nears		THE REAL PROPERTY OF THE PERSON NAMED IN COLUMN 1
		well on the same lease:			
	829 feet			2678	feet
umber of acres in lease 640.00		Number of wells on lease,			to this reserve
340.00		3 (Crest - Santa	re #2 Pa	A)	
lease purchased with one or more wells Na Hied, from whom purchased.	me	Add	ireas		
	neny Engeny Co	1700 Lincoln Ci	Cuita 2	700 Denves CO	00000
/eff location (give footage from section lines)	arex Energy Co. Section - Towns	hip - Range or Block and Sun		700, Denver, CO Dedication per A.A.C. F All 33-20N-27I	
829' FNL - 997' FWL		20-N, R-27-E, G & SRI		All 33-20N-27	=
etd and reservoir (if wildcat, so state)		County			
Navajo Springs Istance in miles and direction from nearest town or po	at office	APACHE			
statics is times and disection from floatest town or po-		7 MILES FROM CHAM	BERS, AZ		
roposed depth:	Rotary or cable tools			dale work will start	
985' Filed	Rotary Organization Report		Fling Fee of	on Approval	
mount \$50,000		attached Yes	Attached	Yes	
emarks	165 0	allacies 165	Atteched	163	
			The same of		
CERTIFICATE: I, the undersigned, under the	penalty of perjury, state that	at I am the: Projec	t Manage	r	of the
Ranger Development, LLC	(company), ar	nd that I am authorized by	said compar	ny to make this report; a	and that this
	(company), ar	nd that I am authorized by	said compar	ny to make this report; a	and that this
Ranger Development, LLC report was prepared under my supervision and all completed form to:	(company), ar	nd that I am authorized by	said compar	ny to make this report; a	and that this
Ranger Development, LLC report was prepared under my supervision and all completed form to: I and Gas Program Administrator izona Oil & Gas Conservation Commission	(company), ard direction and that the factor	nd that I am authorized by a stated therein are true, o	said compar	ny to make this report; a	and that this
Ranger Development, LLC report was prepared under my supervision and all completed form to: I and Gas Program Administrator izona 01 & Oas Conservation Commission o Arizona Department of Environmental Quality	(company), ard direction and that the factor	nd that I am authorized by	said compar	ny to make this report; a	and that this
Ranger Development, LLC report was prepared under my supervision and all completed form to: I and Gas Program Administrator izona Oil & Gas Conservation Commission	(company), ard direction and that the factor	nd that I am authorized by a stated therein are true, o	said compar	ny to make this report; a	and that this
Ranger Development, LLC report was prepared under my supervision and all completed form to: I and Gas Program Administrator Izona Oll & Gas Conservation Commission o Arizona Department of Environmental Quality 10 W, Washington Street	(company), ardirection and that the factors	nd thet I am authorized by a stated therein are true, a Signature	said compar	ny to make this report; a	and that this
Ranger Development, LLC report was prepared under my supervision and all completed form to: I and Gas Program Administrator izona 0II & Oas Conservation Commission o Arizona Department of Environmental Qualit 10 W. Washington Street noenix, AZ 85007 mail completed form to: azogco@azdeg.	(company), ardirection and that the factors	nd thet I am authorized by a stated therein are true, a Signature	said compar orrect and co	ny to make this report; a	and that this
Ranger Development, LLC report was prepared under my supervision and all completed form to: I and Gas Program Administrator itizona OII & Gas Conservation Commission o Arizona Department of Environmental Qualit 10 W. Washington Street noenix, AZ 85007 mail completed form to: azogco@azdeg.	(company), ardirection and that the factors	ond thet I am authorized by a stated therein are true, a Signature Date	said compar orrect and co	ny to make this report, a	and that this
Ranger Development, LLC report was prepared under my supervision and all completed form to: I and Gas Program Administrator izona Oil & Gas Conservation Commission of Arizona Department of Environmental Qualit 10 W. Washington Street noenix, AZ 85007 mail completed form to; azogco@azdeg. emit / LTF No.: approval Date:	(company), ardirection and that the factors	of thet I am authorized by a stated therein are true, considered therein are true, considered therein are true, considered the stated therein are true, considered the stated therein are true, considered the stated the st	said compare orrect and co	ny to make this report, a symplete to the best of me seem of the s	and that this
Ranger Development, LLC report was prepared under my supervision and all completed form to: I and Gas Program Administrator itizona OII & Gas Conservation Commission o Arizona Department of Environmental Qualit 10 W. Washington Street noenix, AZ 85007 mail completed form to: azogco@azdeg.	(company), and direction and that the factory	of that I am authorized by a stated therein are true, considerable of the stated the	said compare orrect and construction of the construction to the co	ny to make this report, a symplete to the best of m	and that this by knowledge

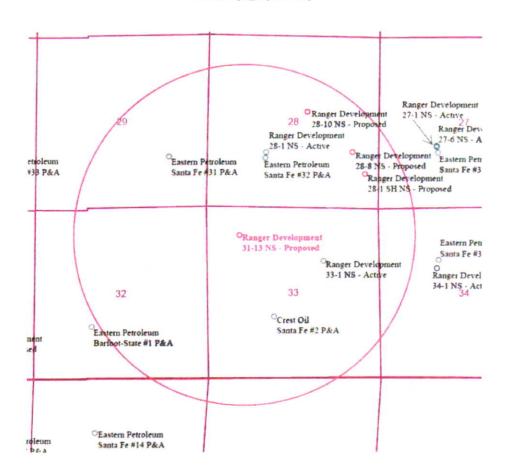
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 YES ______ NO ______ If answer is yes, give type of consolidation
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			PRO	POSED CASING	PROGRAM		
Size of Casing	Weight	Grade & Type	Тор	Bottom	Cementing Depths	Sacks Cement	Туре
10.75"	32.75#	J55	GL	60'	GL-60'	10	Prem. Ligh
7.00"	20.00#	J55	GL	790'	GL-790'	175	Prem. Ligh
4.50"	10.50#	355	GL	985'	GL-985'	90	Prem. Ligh

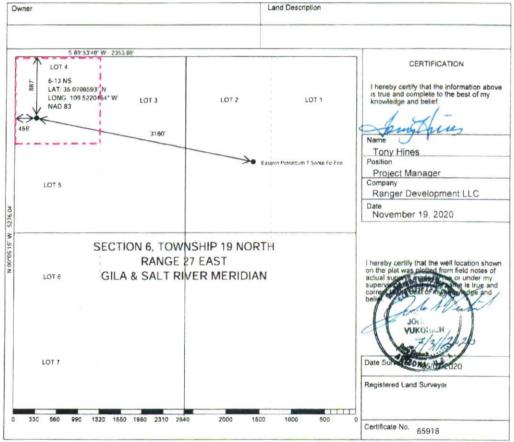
Ranger Development LLC Ranger 33-13 NS 829' FNL & 997' FWL Sec. 33, T. 20 N., R. 27 E. Apache County, AZ

Area Topographic Map



APPLICA		IIT TO DRILL OR R	
APPLICATION TO DRILL	RE-ENTER	OLD WELL	INJECTION WELL
OILX_ GAS CO2	X HELIUM WEL	L OTHER	
NAME OF COMPANY OR OPERATOR			
RANGER DEVELOP	MENT LLC		
Address	City	Sta	ste Phone Number
5001 LBJ Freeway, Suite 300	Dalla	as Te	xas 972-960-3210
Orilling Contractor Butler Petroleum LLC			
Address			
	DESCRIPTION OF	WELL AND LEASE	
Federal, State or Indian Lease Number, or if fee lease, Santa Fe Pacific Railroad Compan		Well number	Elevation (ground) 5770
Nearest distance from proposed location to property or	,	6-13 NS Distance from proposed location	n to nearset drilling, completed or applied-for
		well on the same lease	
Number of acres in lease	468 feet	Number of walls on large include	3160 feet ding this well, completed in or drilling to this reserve
627.00 If lease purchased with one or more wells No	eme	2 (Eastern - Santa Fe	
drilled, from whom purchased.	arex Energy Co.	7,000	te 3700, Denver, CO 80203
Well location (give footage from section lines) 887' FNL - 468' FWL		hip - Range or Block and Survey 19-N, R-27-E, G & SRM	Dedication per A.A.C. R12-7-104(A)(3) All 6-19N-27E
Field and reservoir (if wildcat, so state)		County	-
Navajo Springs Distance in miles and direction from nearest fown or po	est office	APACHE	
	S 33° W,	9 MILES FROM CHAMBEI	
Proposed depth: 985'	Rotary or cable tools Rotary		oproximate date work will start. Jpon Approval
Bond status Filed	Organization Report		ling Fee of \$25.00
Amount \$50,000	On file Yes Or	attached Yes At	tached Yes
Remarks			
CERTIFICATE: I, the undersigned, under the Ranger Development, LLC		A T BITT THE	roject Manager of the dompany to make this report; and that this
report was prepared under my supervision and	direction and that the facts	stated therein are true, corre-	ct and complete to the best of my knowledge.
Mail completed form to: Oil and Gas Program Administrator Arizona Oil & Gas Conservation Commission ofo Arizona Department of Environmental Qualit		Signature /	wy Ance
Do Artzona Department of Environmental Quant 1110 W. Washington Street Phoenix, AZ 85007	,	19/11/ Date	60
e-mail completed form to: azogcc@azdeq	you		
Permit / LTF No.:		STA	ATE OF ARIZONA
Approval Date:		OIL & GAS CO	NSERVATION COMMISSION
Approved By:		Applic	cation to Drill or Re-enter
NOTICE: Bafore sending in this form be sure that yo requested. Much unnecessary correspond	ou have given all information dence will thus be avoided.	File two copies	: one by mall, one electronically

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 YES
 NO
 If answer is yes, give type of consolidation
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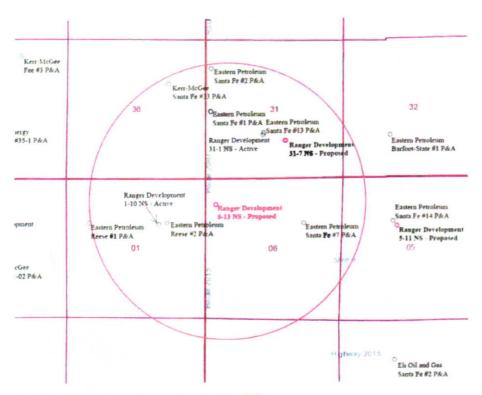


PROPOSED CASING PROGRAM

.75# J55	GL	60'	GL-60'	10	Prem. Light
					I I VIII. DIRII
.00# J55	GL	790'	GL-790'	175	Prem, Light
.50# J55	GL	985'	GL-985'	90	Prem. Ligh

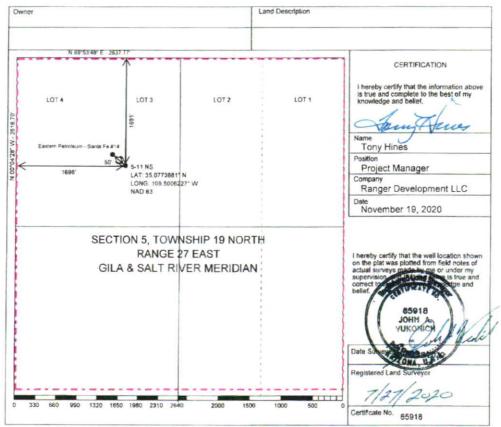
Ranger Development LLC Ranger 6-13 NS 887' FNL & 468' FWL Sec. 6, T. 19 N., R. 27 E. Apache County, AZ

Area Topographic Map



APPLICATION TO DRILL	TION FOR PERM	OLD WELL	R RE-EN	TER INJECTION WELL		
OILX_GAS CO2	X HELIUM WEI	LL OTHER				
NAME OF COMPANY OR OPERATOR				Western Co.		
RANGER DEVELOP	MENT, LLC					
Address	City		State	Phone Number		
5001 LBJ Freeway, Suite 300	Dalla	as	Texas	972-960-3210		
Drilling Contractor Butler Petroleum LLC						
Address						
		WELL AND LEASE				
Federal, State or Indian Lease Number, or if fee lease Santa Fe Pacific Railroad Compan		Well number 5-11 NS	5	Elevation (ground) 5804		
Nearest distance from proposed location to property of	r lease line:	Distance from proposed well on the same lease:	location to nears	set drilling, completed or applied-for		
	1691 feet			50 feet		
Number of acres in lease	noc:	Number of wells on lease	e, including this w	vell, completed in or drilling to this reservoir:		
638.40		2 (Eastern - Sar	nta Fe #14 F	P&A)		
	ame	Address				
Cin	arex Energy Co.	1700 Lincoln St	Suite 3700), Denver, CO 80203		
Well location (give footage from section lines) 1691' FNL - 1696' FWL		hip - Range or Block and S 19-N, R-27-E, G & SR		Dedication per A.A.C. R12-7-104(A)(3) All 5-19N-27E		
Field and reservoir (if wildcat, so state)		County				
Navajo Springs Distance in miles and direction from nearest town or p	ost office	APACH	E			
	5 26° W,	9 MILES FROM CHA				
Proposed depth: 1.085'	Rotary or cable tools Rotary			e date work will start Approval		
Bond status Filed	Organization Report		Filing Fee of	\$25.00		
Amount \$50,000	On file Yes Or	attached Yes	Attached	Yes		
CERTIFICATE: I, the undersigned, under the Ranger Development, LLC			ct Manager by said compar	of the ny to make this report; and that this		
report was prepared under my supervision and	direction and that the facts	s stated therein are true.	correct and co	implete to the best of my knowledge.		
Mail completed form to: Oil and Gas Program Administrator Arizona Oil & Gas Conservation Commission ofo Arizona Department of Environmental Quali 1110 W. Washington Street Phoenix, AZ 85007	ty	Signature Date	14/2	o		
e-mail completed form to: azogcc@azdeg	.gov	,	-			
Permit / LTF No.				FARIZONA		
Approval Date:		OIL & GAS		VATION COMMISSION		
Approved By:				Drill or Re-enter		
NOTICE. Before sending in this form be sure that y requested. Much unnecessary correspon	ou have given all information dence will thus be avoided.	File two c	oples: one b	y mail, one electronically		

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 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.



PROPOSED CASING PROGRAM

Size of Casing	Weight	Grade & Type	Тор	Bottom	Cementing Depths	Sacks Cement	Type
10.75"	32.75#	J55	GL	60°	GL-60'	10	Prem. Ligh
7.00"	20.00#	J55	GL	790'	GL-790'	175	Prem. Ligh
4.50"	10.50#	J55	GL	1,065	GL-1,065	90	Prem. Ligh

Ranger Development LLC Ranger 5-11 NS 1691' FNL & 1696' FWL Sec. 5, T. 19 N., R. 27 E. Apache County, AZ

Area Topographic Map

