

SURFACE DAMAGE AGREEMENT & RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of Ten and More Dollars (\$10.00+), this day paid to the undersigned Regina L. Brewer, Neal J. Brewer Conservator, hereinafter called "Owner"(whether one or more),by D.J. SIMMONS COMPANY LIMITED PARTNERSHIP, (hereinafter "Simmons"), receipt of which is hereby acknowledged, the undersigned and their heirs, successors, and assigns under this Agreement, as said Owners of the hereinafter described lands, do hereby release Simmons, its successors, agents and employees from any and all claims for damages to the surface of the hereinafter described lands resulting directly or indirectly from the drilling, completion, operation, maintenance and/or abandonment of the Pinto 3-17 (the "Well") situated upon and under the hereinafter described lands and more particularly described on **Exhibit "A"** attached hereto and made a part hereof.

THE undersigned further releases Simmons, its successors, agents and employees from any and all claims for damages for loss of growing crops on the hereinafter described lands resulting directly or indirectly from the drilling, completion, operation, maintenance and/or abandonment of the well identified above.

THE consideration paid hereunder shall also compensate the undersigned for damages sustained or which may be sustained, as a direct or indirect result of construction, maintenance and subsequent use of any and all access roads and production facilities necessary for Simmons, its successors, agents, and employees to properly conduct operations and maintenance activities associated with the well identified above.

THE lands to which this Release shall apply are described as follows:

Township 39 North, Range 19 West, NMPM
Section 17: SE/NW, SW/NW.
Section 18: SE/NE.
Dolores County, Colorado.
(the "land")

THIS AGREEMENT & RELEASE IS SUBJECT TO THE TERMS AND CONDITIONS SET OUT IN EXHIBIT **"B"** ATTACHED HERETO AND MADE A PART HEREOF.

THE terms of this written Agreement shall constitute the full agreement between the parties hereto and no modification or amendment of this Agreement shall be effective unless made in writing and Signed by the parties.

IN WITNESS WHEREOF, this Release is voluntarily entered into and executed this 18 day of March, 2013.

"OWNER"

By: Regina L. Brewer
Regina L. Brewer,
Neal J. Brewer, Conservator

D.J. SIMMONS COMPANY
LIMITED PARTNERSHIP

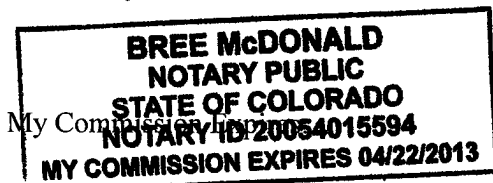
By: John A. Byrom
D.J. Simmons, Inc.
It's General Partner
John A. Byrom
President & CEO

ACKNOWLEDGMENTS

STATE OF: Colorado)
COUNTY OF: Montezuma)§

The foregoing instrument was acknowledged before me this 18 day of March, 2013, by Regina L. Brewer, Neal J. Brewer, Conservator, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Witness my hand and official seal.



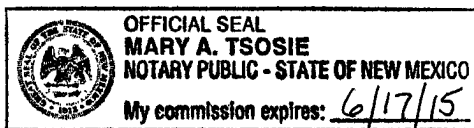
Bree McDonald
Notary Public
Bree McDonald
Printed Name:
4/22/13
Commission Expires:

STATE OF: NEW MEXICO)
COUNTY OF: SAN JUAN)§

The foregoing instrument was acknowledged before me this 22 day of March, 2013, by D.J. Simmons Company Limited Partnership by D.J. Simmons Inc. its General Partner, John Byrom, President and CEO, on behalf of said Partnership.

Witness my hand and official seal.

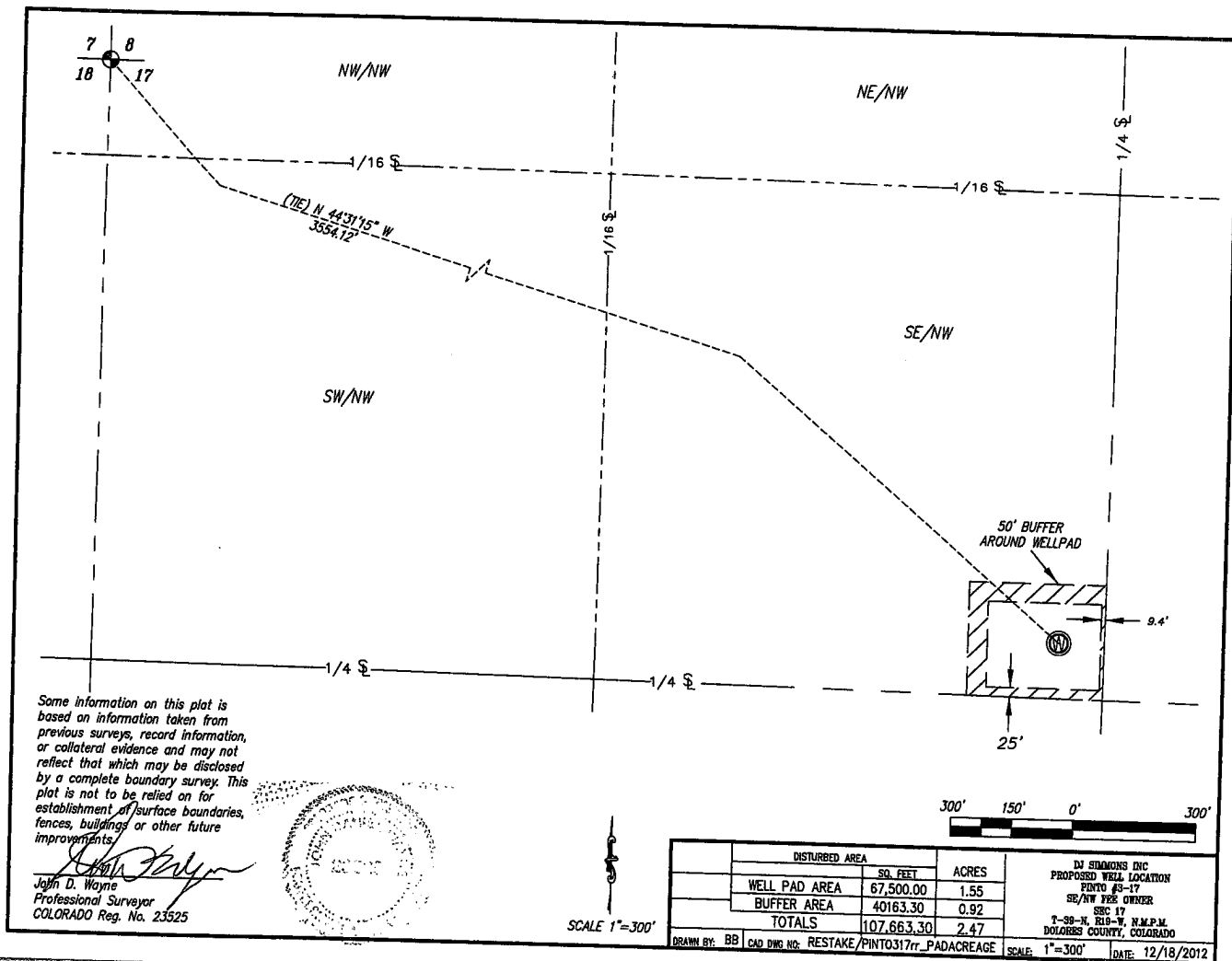
My Commission Expires:



Mary A. Tsosie
Notary Public

EXHIBIT "A"

Attached to and made a part of the Surface Damage Agreement & Release dated the 18 day of March, 2013 by and between Regina L. Brewer, Neal J. Brewer, Conservator and D.J. Simmons Company Limited Partnership.

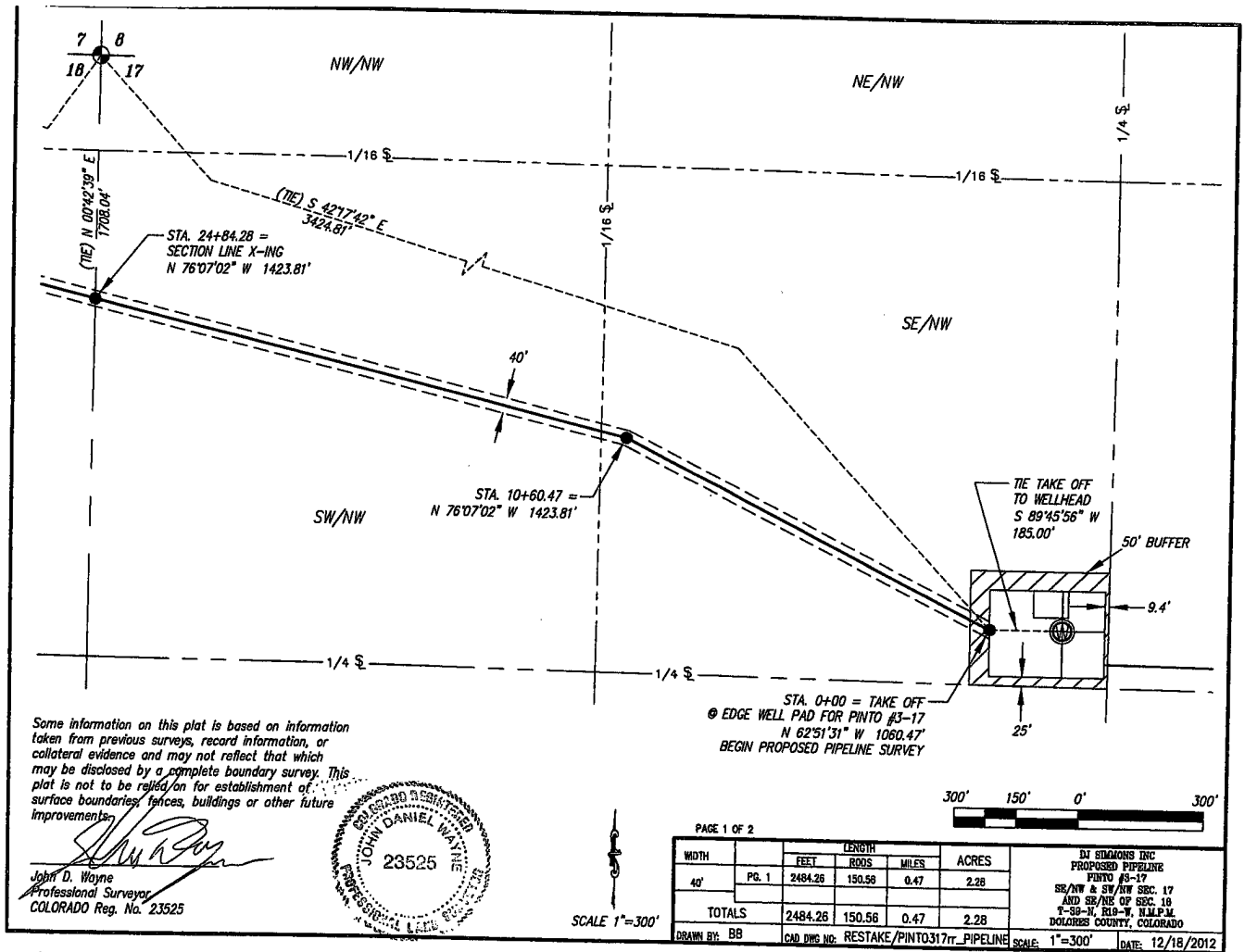


SIGNED FOR IDENTIFICATION

Regina L. Brewer
By Neal J. Brewer
Regina L. Brewer
Neal J. Brewer, Conservator

EXHIBIT "A"

Attached to and made a part of that Pipeline Easement dated the 18 day of March, 2011 by Regina L. Brewer, Neal J. Brewer Conservator as GRANTOR, and D.J. Simmons Company Limited Partnership, GRANTEE.

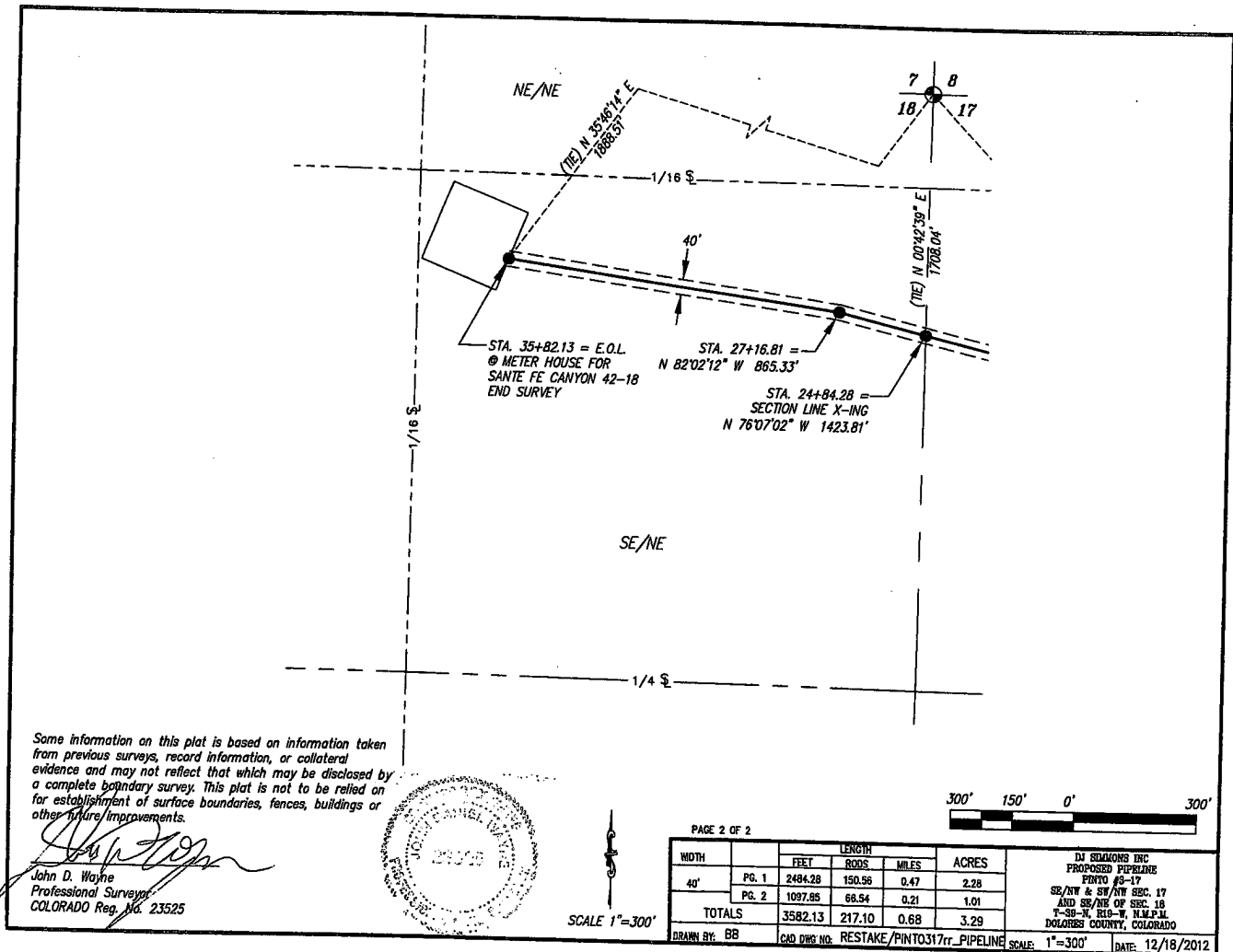


SIGNED FOR IDENTIFICATION

By: Regina L. Brewer by Neal J. Brewer
Regina L. Brewer, Neal J. Brewer Conservator

EXHIBIT "A-1"

Attached to and made a part of that Pipeline Easement dated the 18 day of March, 2013 by Regina L. Brewer, Neal J. Brewer Conservator as GRANTOR, and D.J. Simmons Company Limited Partnership, GRANTEE.



SIGNED FOR IDENTIFICATION

By: Regina L. Brewer by Neal J. Brewer
Regina L. Brewer, Neal J. Brewer Conservator