

EASEMENT, RIGHT-OF-WAY and SURFACE DAMAGES AGREEMENT

This Easement, Right-of-Way and Surface Damages Agreement ("Agreement") is entered into as of 20th day of March, 2013, by and between **Steven S. McWilliams and Rosemary J. Cline**, ("Surface Owner"), whose address is 11256 County Road 23, Fort Lupton, Colorado 80621, and **Kerr-McGee Oil & Gas Onshore LP**, ("KMG"), with offices at 1099 18th St., Suite 1800, Denver, CO 80202, covering certain lands (the "Lands") situated in Weld County, Colorado, described as follows:

Township 2 North, Range 67 West, of the 6th P.M.
Section 2: Part of E2SE4 Lot B Recorded Exemption 3927

For and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees to the terms and provisions set forth as follows:

1. Compensation for Operations: Release of All Claims

KMG shall pay to Surface Owner the sum and perform the obligations set forth in and according to the terms of that certain Letter Agreement by and between Surface Owner and KMG of even date, as full consideration and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to the Lands or growing crops thereon that may occur as a result of KMG drilling and completion operations on the Lands, and its continuing activities for the production and/or transportation of oil, gas, or other hydrocarbons or products associated with such operations and activities including, but not limited to, surface use, access, mud and reserve pits, wellhead equipment, separators, tank batteries, pipelines, electrical lines, gathering lines, flowlines, pipeline interconnections, and any and all other reasonable and customary uses of land related to said operations or activities.

2. Acknowledgement of Right of Way and Easement

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

Surface Owner further agrees that, Kerr-McGee Gathering LLC, an affiliate of KMG, or another third party gas gatherer designated by KMG, may exercise the easement rights described herein.

3. Surface Locations

This Agreement covers only those wells depicted on Exhibit "A", and does not cover future wells that may be drilled on the Lands. This Agreement does not in any way limit the rights of KMG to drill additional wells on the Lands, nor does KMG waive any rights consistent with its mineral ownership in the Lands. KMG shall consult with Surface Owner concerning ways of ingress and egress, well locations, tank battery/treater locations and tanker truck service areas associated with any additional wells.

4. Waivers

Surface Owner hereby waives its right to and covenants not to protest or object to the use of the surface of the Lands so long as such use is consistent with this Agreement. Furthermore, Surface Owner will provide KMG or its successors and assigns with any and all written support they may reasonably require to obtain permits from the Colorado Oil and Gas Conservation Commission or any local jurisdiction.

5. Binding Agreement

This Agreement shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

The undersigned have executed this Agreement as of the day first above written.

Surface Owners

Kerr-McGee Oil & Gas Onshore LP

By: Steven S. McWilliams
Steven S. McWilliams

By: David Bell
David Bell
Agent & Attorney-in-Fact

By: Rosemary J. Cline
Rosemary J. Cline

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 20th day of MARCH, 2013, by Steven S. McWilliams.

Witness my hand and official seal.

Nolan McWharter
Notary Public

My commission expires 04/27/2016

NOLAN MCWHERTER
NOTARY PUBLIC, STATE OF COLORADO

My Comm. Expires Apr. 27, 2016

STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 20th day of MARCH, 2013, by Rosemary J. Cline.

Witness my hand and official seal.

Nolan McWharter
Notary Public

My commission expires 04/27/2016

NOLAN MCWHERTER
NOTARY PUBLIC, STATE OF COLORADO

My Comm. Expires Apr. 27, 2016

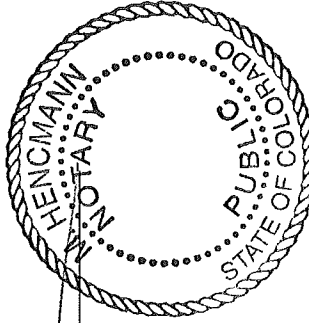
STATE OF COLORADO)
)ss
COUNTY OF Adams)

This instrument was acknowledged before me this ____ day of _____, 2013, by David Bell, Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of said company.

Witness my hand and official seal.

Nolan McWharter
Notary Public

My commission expires 9/27/2015



My Commission Expires 9-27-2015

EXHIBIT “A”

Township 2 North, Range 67 West, of the 6th P.M.
Section 2: Part of E2SE4 Lot B Recorded Exemption 3927






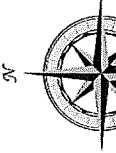
Exhibit “A”

Sec. 2-T2N-R67W

Weld County, CO

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Access Road

Proposed Flowlines

Legal Drilling Window

Existing Battery Location

New Battery Location

Proposed Wellheads