

Weld 152 LLC SURFACE USE AGREEMENT

This Agreement is made and entered into between **Weld 152 LLC**, a Colorado limited liability company, whose address is 8020 South Windsor, CO 80528 and each of its successors, herein referred to as "Owner", and **Synergy Resources Corporation**, a Colorado corporation, whose address is 20203 Highway 60, Platteville, CO, 80651 and its successors, herein referred to as "Operator", hereby agree to this JOC Surface Use Agreement as follows:

WITNESSETH:

WHEREAS, Owner has ownership of certain land(s) located in Weld County, Colorado, identified as follows:

TOWNSHIP 6 NORTH, RANGE 67 WEST, of the 6th P.M. Weld County, Colorado
Section 10: Lot A of Recorded Exemption No. 0807-10-02 RE723, according to that certain map or plat thereof recorded in Book 1051 under reception No. 1991399; and Lot B of Amended Recorded Exemption No. 0807-10-02-AMRE-723, according to that certain map or plat thereof recorded under Rec. No. 3444989 (also described as Lot B of Recorded Exemption No. 0807-10-2-RE 723, less and except that tract of land more particularly described in that certain Quit Claim Deed recorded under Reception No. 2700860), being a part of the NW 1/4

And containing 156.428 acres, more or less.

Hereafter the "Subject Lands."

WHEREAS, Owner currently utilizes the Subject Lands for farming and agriculture and has approved plans for future development of the Subject Lands; and

WHEREAS, Owner's overall objective is to preserve the Subject Lands, vistas and maintain the Subject Lands primarily for residential and agricultural purposes and for future development; and

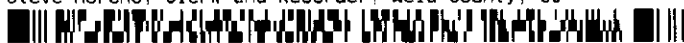
WHEREAS, Owner wishes to ensure, through testing and other measures, that water sources, water quality, and the Subject Lands are protected and not adversely impacted by Operator's exploration and production activities; and

WHEREAS, Owner and Operator have separately entered into an oil and gas lease of even date herewith covering the Subject Lands (the "Lease Agreement"); and.

WHEREAS, Operator has entered into other oil and gas leases on lands contiguous to or within a logical spacing or pooling area to the Subject Lands and Operator intends to utilize the Subject Lands to directionally drill up to ten wells to said lands and the Subject Lands; and

WHEREAS, the parties intend by this Agreement to define and assign responsibilities with regard to the activities discussed herein associated with the exploration, capture, production, storage and transportation of oil and/or gas on and across the Subject Lands; and





WHEREAS, Owner and Operator desire to enter into an agreement which will govern Operator's use of the Subject Lands for the purpose of Operator's exploration for, development and production of oil and/or gas that may be discovered pursuant to its oil and gas leases in a fashion which will preserve the residential, equestrian and agricultural use and for the intended future development of the Subject Lands while allowing for the reasonable production of oil and/or gas.

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:

SECTION 1- OPERATOR'S RIGHTS

1.1 Grant of Easement. Owner hereby grants Operator, its employees and designated agents, a non-exclusive easement ("Easement") in the easement areas depicted on Exhibit A attached hereto and incorporated herein by reference to enter upon and use the Subject Lands for the purpose of drilling, staking, completing, equipping, producing and operating oil and gas wells on Operator's leasehold under the Subject Lands and Operator's leaseholds or other oil and gas rights under neighboring lands (as may be authorized by the applicable third parties). Such Easement includes the right to construct, install and maintain an access road, power lines, and flowlines to gather and transport oil or gas from the well sites to the Tank Battery in the location depicted on Exhibit A. The Easement does not include or confer a right to access or occupy any portion of the Subject Lands other than the easement areas designated on Exhibit A, and the easement areas may be used only for the purposes specifically set forth in this Agreement.

1.2 Wells. The rights granted to Operator hereunder shall cover operations related to the drilling and producing of oil and gas wells pursuant to the Lease Agreement as well as other lands contiguous to or within a logical spacing or pooling area to the Subject Lands.

1.3 Termination of Rights. The Easement granted herein will terminate upon the expiration or termination of the Lease Agreement; provided that the Easement will continue thereafter to the extent necessary for complete reclamation and restoration of the surface according to the standards prescribed herein and by the state or federal rules, regulations and statutes as well as approval of such reclamation by state and/or federal authorities which have jurisdiction over such reclamation.

1.4 Non-Exclusive Rights. The rights granted by Owner to Operator are nonexclusive, and Owner reserves the right to use all access roads and reserves all surface and subsurface (excluding oil and gas as provided for in said Oil and Gas Lease) uses of the Subject Lands and the right to grant successive easements on or across the Subject Lands on such terms and conditions as Owner deems necessary or advisable. Any access or use rights granted to any third parties before or after the effective date of this agreement shall not unreasonably interfere with Operator's exercise of its rights and responsibilities as provided herein. Owner agrees to advise Operator in writing of any written approval granted by Owner for the use of roads on the Subject Lands by others so that Operator may assess the other users for maintenance though Operator shall not assess Owner any maintenance for such use of roads for any reason. Operator shall not assume any liability associated with actions or inactions of any third parties granted access. Operator agrees not object to the use by Owner of the reserved surface and subsurface



estate consistent with this Agreement and hereby waives any right to the use of the surface or subsurface estate except as provided in this Agreement.

SECTION 2 - OPERATIONS ON THE SUBJECT LANDS

2.1 Notification, Consultation and Approval. Operator shall notify and consult with Owner at least 15 days in advance before construction or installation of each wellhead, the Tank Battery Site, and any reclamation or restoration contemplated under this Agreement.

2.2 Construction of Flow Lines.

a. The flow lines referred to in this paragraph are not to exceed 3 inches in diameter and shall be located as set forth on the attached Exhibit A map. Except as otherwise agreed to by Owner, in writing, all such flow lines shall be used only for oil or gas produced from wellheads located on the Subject Lands.

b. Operator shall be responsible for segregating the topsoil, backfilling, repacking, reseeding and recontouring the surface of any disturbed areas so as not to interfere with Owner's operations and shall reclaim such areas to be returned to pre-existing conditions as best as possible with control of all noxious weeds. Operator shall provide Owner with a map or as-built drawing showing the surface location of all flow lines, transmission lines, and power lines after their installation. All flow lines located by Operator on the Subject Lands shall be buried to a depth of at least four (4) feet below the surface. Operator shall install metal locator strips above all lines installed. All easements for flow lines and power lines shall be limited to twenty (20) feet in width, being ten (10) feet on each side of the centerline of the flow line, except during construction when the easements shall not exceed 50 feet in width.

c. Subject to certain conditions as described herein, if Operator fails to use any flowline for a period in excess of five (5) consecutive years, the flowline shall be deemed abandoned and Operator shall take the actions necessary to clean up, mitigate the effects of use, including purging any remaining oil or gas from the flow line and remove the flow line from the Subject Property. The pipeline easement granted herein which has been deemed so abandoned shall thereon terminate and revert to Owner, and Operator shall execute and file the necessary releases to terminate said easement in the county land records. Alternatively, upon such abandonment, Owner may record an affidavit confirming the abandonment of the flow lines as provided in this Section 2.2(c) and upon the recordation of such affidavit the easement granted herein shall be deemed to be fully released and terminated.

d. Owner hereby gives notice to Operator that there may be stock and domestic waterlines on the Subject Lands, some of which are buried. The Operator agrees that any areas disturbed to depths deeper than the stock water lines will be covered with a minimum of four (4) feet of dirt in order to prevent freezing or damage.

2.3 Power Lines.

a. Except as otherwise agreed to by Owner, in writing, all power transmission lines built by Operator will be buried below plow depth and or constructed so as to cause the least possible interference with Owner's existing or future agricultural and residential



use or operations or future development. Existing power lines need not be relocated.

b. To the maximum extent possible, Operator shall use power from any existing power lines that currently cross the Subject Lands.

c. At such time as Operator desires to abandon any buried power line located on the Subject Lands, it shall notify Owner of such desire, and Owner shall have sixty (60) days within which to make a written election to take over such power line for Owner's own use. If Owner elects to take over a power line, Owner shall assume all liability, costs and reclamation obligations associated therewith, and Operator shall have no further liability, nor responsibility for costs or reclamation for the power line, or that portion thereof, which Owner elects to take over. Owner shall promptly file all necessary notices or applications. If Owner does not elect to take over a power line, Operator shall remain liable for all costs and reclamation obligations associated therewith, and Owner shall have no liability, nor responsibility for costs or reclamation for the power line. In the event Owner does not elect to take over a power line, Operator shall de-energize said power lines as soon as reasonably practicable and remove the power line from the Subject Property.

2.4 Wells and Tank Batteries.

a. **Generally.** As located on the attached Exhibit A map, Operator shall be entitled to two well sites with up to ten wellheads total located on one well site on the Subject Lands. Operator shall be entitled to one tank battery site with a maximum of 20 tanks on said location. Absent agreement to the contrary, the tanks located on the Subject Lands shall only service those wellheads located on the Subject Lands. Any costs or expenses associated with removing the current arena located at the well site shall be by separate agreement and paid for by Operator. To the extent technologically and economically feasible, Operator shall use telemetry to monitor its operations so as to reduce the frequency of travel by Operator's employees, agents, or contractors on the Subject Lands.

b. **Well Site.** The well site locations shall be as set forth on the attached Exhibit A map and limited to approximately Five (5) acres of land during drilling activities and one and two -and three quarters (2.75) acres thereafter, not including access roads and other easement areas for purposes of calculating location size, unless otherwise agreed to in writing by Owner.

c. **Tank Battery Site.** The tank battery site location (adjacent to the well heads) shall be limited to 20 tanks, 10 separators and other necessary equipment for purposes of the tanks and will be limited to approximately two -and three quarters (2.75) acres of land. The tank battery site shall be located as set forth on the attached Exhibit A map.

2.5 Maintenance. Operator shall keep the well sites, road, and other areas used by Operator safe and in good order, including without limitation control of noxious weeds, litter and debris. Operator shall conduct periodic trash pickup as deemed necessary. Operator shall comply with state and federal laws, rules and regulations governing the presence of any petroleum products, toxic or hazardous chemicals or wastes on the Subject Lands. All buildings, equipment and facilities placed on the property by Operator shall be painted in tones consistent with the surrounding area.



2.6 Roads. Operator will construct one new all weather road as located on the Exhibit A map. The road constructed upon the Subject Lands shall be constructed and used to the following specifications:

a. Except in case of emergencies, NO operations shall be conducted in the mud when activity leaves an impression of two inches in depth unless Operator requires immediate access in its sole opinion and option. Operator agrees, if such immediate access is required during muddy conditions, to repair affected roads as soon as reasonably practicable.

b. The surface of all roadways shall not exceed sixteen feet (16') in width for traveled surface. Improved roads shall be constructed with a two percent (2%) crown from the center of the road to the shoulder to promote positive drainage. Constructed roadway shall be limited to twenty feet (20') from the centerline of each road easement area for fills, shoulders and crossings whenever practicable or unless otherwise dictated by local, state or federal laws or regulations governing such roads. Where requested by Owner, Operator shall install side ditches along roads to transport runoff to appropriate drainage structures.

c. If requested by Owner, access to the Subject Lands of Owner from any County road shall be controlled by a metal, hinged gate in addition to a cattle guard, which gate Operator shall construct and install in accordance with the reasonable specifications of Owner. Operator shall not access Owners Subject Lands from any adjoining landowner's property without prior written approval from Owner, which approval shall not be unreasonably withheld.

d. Operator agrees, if requested by Owner, to place (within reason) an appropriate sign or signs on Owner's roads designating them as "Private Roads, No Trespassing or Hunting" and to assist Owner in the control of the use of such roads by unauthorized users. The size and color of such signs shall be subject to Owner's approval. Owner may lock gates across its private roads provided that Operator shall have the right to place its own locks on such gates. Owner shall give Operator fifteen (15) days advance notice of Owner's election to lock gates in order that Owner and Operator can consult with each other regarding the type of locks to be used and arrangements for Operator's access

e. Operator shall employ best management practices to suppress dust from Owner's roads.

2.7 Operator's Use of Owner's Improved Roads. In the interests of safety and dust control, Operator and its contractors, agents, and employees shall not exceed 20 miles per hour on improved roads located on the Subject Lands. If livestock is present, the speed limit shall be 10 miles per hour. Livestock and wildlife species, including but not limited to deer, antelope, game birds, and songbirds, shall have the right-of-way on improved roads located on the Subject Lands, and Operator and its contractors, agents, and employees shall come to a stop and give ample time for wildlife and livestock to move from the roadway.

2.8 Fences. Operator shall construct stock-tight fences around any dangerous area, including any pits where Operator drills wells. Operator shall, at its expense, construct permanent fencing around all wellheads, tanks and other surface facilities. All fencing to be constructed shall be aesthetically pleasing and as approved by Owner which may include a wood



privacy fence or other similar type fencing. Maintenance around Operator's surface facilities shall be the responsibility of Operator, and Owner shall not be responsible for damage to such fences or Operator's surface facilities in the event livestock gain access to these areas. Operator shall reasonably repair and/or replace any and all damage done to any fences or gates, or any other improvements of Owner, which result from Operator's operations of the Subject Lands. All fences shall be repaired in a manner consistent with surrounding fences and reasonable and customary ranching practices.

2.9 Improvements, Cultivated Land, Stock Water Pipelines. No existing fences, cattle guards, or other improvements shall be cut or damaged by Operator without the consent of Owner, which consent shall not be unreasonably withheld.

2.10 Non-Disturbance. Operator and its employees and authorized agents shall not disturb, use or travel on any of the land of Owner not subject to this Agreement without Owner's consent.

2.11 Fire. Operator shall take reasonable steps to prevent fire and to promptly extinguish fire. No trash or timber slash will be burned by Operator on the Subject Lands. Any fires caused by Operator's personnel, agents, or assigns arising from the use of the Subject Lands, shall be paid for at the rate of Twenty-Five Dollars (\$25.00) per acre for rangeland burned, including any portion of an acre and at the prevailing rate for crop bearing land burned, including any portion of an acre. In addition, Operator shall reimburse Owner for the reasonable expense of fire suppression incurred by Owner and shall immediately reimburse Owner for any charges assessed to Owner by a local, county, state or federal fire control agency.

2.12 Behavior of Operator's Employees, Agents and Contractors.

a. Operator is authorized to use the easement area solely for purposes of oil and gas exploration, production and development; accordingly Operator has no authority to and Operator shall not permit any of its employees or contractors operating hereunder to, among other things: bring any dog, firearm, explosive device, weapon, alcoholic beverage, or illegal drugs on Owner's property; hunt, prospect for antlers, fossils or antiquities, recreate, consume alcoholic beverages, or carry on any illegal activities on the Subject Lands. In the event Operator discovers any employee, contractor or representative of Operator failing to abide by the terms of this paragraph, Owner shall provide Operator with as much information as possible regarding any individual violating this provision and Operator agrees to take appropriate action regarding such violation.

b. Use of 4-wheelers on the easement areas will be restricted to occasions when surface conditions require their use OR with Owners prior approval. Recreational activities of a 4 – wheeler are forbidden. Operator will notify all its contractors, agents, employees and representatives of this restriction.

2.13 Communication and Contacts Between Owner and Operator.

Notices as provided for herein shall be made in the manner provided for to:

OWNER

OPERATOR

Weld 152 LLC
8020 South County Rd 5, Ste 200
Windsor, CO 80528

Synergy Resources Corporation
20203 Highway 60
Platteville, CO 80651

With a copy to:
Vivian Supinka
983 Philadelphia Street
Indiana PA 15701

2.14 Insurance. All vehicles traveling upon the Subject Lands and owned or operated by Operator, its contractors, agents, or employees shall be covered by automobile liability insurance covering owned, non-owned, and hired automobiles with limits of at least One Million Dollars (\$1,000,000) for injury to or death of any one person for any one occurrence, and Five Hundred Thousand Dollars (\$500,000) property damage per occurrence. In addition, Operator shall carry comprehensive general liability insurance with minimum coverage limits of One Million Dollars (\$1,000,000) for injury or death for any one occurrence, and One Million Dollars (\$1,000,000) for property damage per occurrence. Operator and its contractors, agents, and employees using the Subject Lands shall provide Owner with certificates evidencing such insurance at the time of initial construction and any time afterward at Owner's request. All insurance will be placed with companies which have a Best Company Financial Rating of "A" or better and a size class rating of "XIV" or larger, and which are fully licensed in the jurisdiction of the Subject Lands. The obligation to maintain insurance shall not affect or otherwise satisfy Operator's other obligations hereunder to Owner. Operator will give Owner prompt notice of any injury or damage on the Subject Lands.

In no event shall the limits of insurance specified herein be considered as limiting the liability of Operator hereunder.

2.15 Equipment Storage and Maintenance; Employee Housing. Operator's equipment shall not be stacked or stored or maintained on the Subject Lands nor shall employees be housed on any of the Subject Lands without the express written consent of Owner and additional compensation paid for such storage. However, rigs may be stacked on the drill site for not more than fourteen (14) days unless weather or mechanical reasons reasonably prevent such removal.

2.16 Operator Representation and Warranty as to Third Party Lands. Operator represents and warrants to Owner that, for any oil and gas produced pursuant to this Agreement from lands other than the Subject Lands, the Operator has, or will timely have, all necessary rights to explore, develop and produce oil and gas from such other lands.

2.17 Owner's Right to Use or Relocate Easement Area and Facilities. Owner retains the right to relocate portions of the easement area and/or Operator's facilities at its expense. Owner may use the easement areas as desired; provided, however, that any uses or improvements within the easement area shall not impair Operator's use and Owner shall bear the expense of mitigating any new overlapping use.



SECTION 3 - PAYMENTS TO OWNER

As consideration for the rights granted herein by Owner to Operator, Operator shall pay to Owner the amounts set out below.

3.1 Surface Use Payments. Operator shall pay Owner an all-inclusive, payment of Twenty-Five Thousand Dollars (\$25,000.00) for each Well. For purposes of this agreement, "Well" shall include wellheads, well covers, blowers, liquid rings, metering facilities, storage facilities (including tanks), roads, electrical lines and other equipment necessary for drilling operations serving each Well Site. As to the first wellhead, such payment shall be made to Owner prior to construction of any of the above facilities. As to each subsequent wellhead, such payment shall be made to owner prior to any equipment entering for purposes of drilling.

3.2 Payment Limitation. The payments herein provided are acknowledged as sufficient and in full satisfaction for damages caused or created by the reasonable and customary entry, rights of way, operation and use of the roads and well sites, but do not include damage to livestock, buildings or improvements or injuries to persons or to damage or destruction to Owner's water wells or water supply or other amounts that may be due hereunder.

SECTION 4 - RECLAMATION

4.1 Reclamation and Restoration. Unless Owner otherwise agrees in writing, upon termination of any of Operator's operations on the Subject Lands or upon drilling or completion of any wells, Operator shall restore and level the surface of the Land affected by such terminated operations as near as possible to the contours which existed prior to such operations. Operator shall use water bars and such other measures as appropriate to prevent erosion and non-source pollution. Where requested, Operator shall restore all private roads, drainage and irrigation ditches disturbed by Operator's operations as near as possible to the condition that existed prior to such operations. Any surface disturbed by Operator's activities shall be reseeded with native grasses and all noxious weeds eliminated. Any surface facilities no longer in use shall be removed and the surface restored, within one (1) year after the date upon which Operator ceases to use such surface facility. Reclamation upon drilling or completion of any wells shall happen as soon as reasonably practicable but no later than six months after said drilling or completion activities. In addition, Operator shall comply with all requirements in accordance with the prescribed rules and regulations of the Colorado Oil and Gas Conservation Commission.

SECTION 5 - ENFORCEMENT AND RESOLUTION OF DISPUTES

5.1 Default. In the event that the Owner or the Operator hereunder shall fail to comply with any of their duties or obligations hereunder, the other party shall so notify the defaulting party in writing by certified mail and if said default is not corrected within thirty (30) days after receipt of said notice or activity is not initiated and diligently continued to cure such default in those instances where said default could not be cured within said thirty (30) day period, the non-defaulting party shall have the right to terminate this agreement, to enforce the provisions of this agreement in law or in equity and/or have such other rights and remedies as may be provided to it under the laws of the State of Colorado. The defaulting party agrees that it shall be responsible for all costs and expenses, including reasonable attorney's fees, incurred by the non-defaulting party as a result of said default as may be determined by a court of law or

equity.



SECTION 6 - MISCELLANEOUS

6.1 No Warranty. Owner makes no representation or warranty in entering into this Agreement as to any matter of title, condition, suitability for Operator's purposes, or regulatory status of the Subject Lands. Operator acknowledges that it is aware of all natural and manmade hazards and conditions on the Subject Lands. Operator takes the Subject Lands subject to all such hazards and conditions, as is, where is.

6.2 Indemnification. The Operator shall defend, indemnify and hold the Owner, its members and owners harmless from any damage, injury, claim, judgment or other liability arising, either directly or indirectly, on account of any damage or injury to any person or property resulting, either directly or indirectly, in whole or in part, from the Operator's use of the subject Subject Lands or from Operator's violation of any provision of this Agreement, including use by Operator's employees, agents, representatives, contractors, contractor's assignees, or other working interest owners.

6.3 Liability for Damage Resulting from Produced Water Operator shall be responsible for complying with the rules and regulations applicable to the removal and/or disposal of waters produced by its operations as established by the State of Colorado and other applicable authorities, and the Operator agrees to indemnify, defend and hold Owner, its members and owners harmless from any claims, demand, judgment or liability arising as a result of, either directly or indirectly, in whole or in part, from damages to persons or property caused by or in connection with the removal or utilization of said water. Nothing in this paragraph shall be interpreted to allow Operator to discharge produced water on Subject Lands, including any leased lands. Nothing herein permits Operator to use free of cost produced water or other water from Subject Lands. In the event that Operator seeks to use said water, Operator shall negotiate with Owner a fair and reasonable price and location.

6.4 Compliance with Law. Owner and Operator shall conduct all of its operations and activities in accordance with all applicable local, state and federal laws, rules and regulations.

6.5 Duty of Good Faith. Owner and Operator agree to cooperate in good faith in the reasonable and expeditious development of Operator's leasehold under the Subject Lands.

6.6 Notice. Notice may be given to either party to this Agreement by depositing the same via certified mail return receipt requested in the United States Mail postage prepaid, duly addressed to the other party at the address set out in section 2.13 of this Agreement, or at such other address as each party may subsequently provide to the other. Such notice shall be deemed delivered when the party posting same in the United States Mail receives the returned mail receipt signed by the other party, or one of its authorized representatives.

6.7 Recording of Agreement. Either party may record this Agreement with the County Clerk of the county in which the Subject Lands are located.

6.8 Taxes. Operator shall be responsible for and shall pay all additional taxes that

may be assessed against the Subject Lands by reason of any improvements placed thereon by Operator.

6.9 Construction of Agreement. This Agreement shall be construed under the laws of the State of Colorado.

6.10 Binding Effect. This Agreement is binding upon the successors and assigns of the parties.

6.11 Force Majeure. Should Operator be prevented from complying with any expressed or implied covenants of this Surface Use Agreement, conducting normal operations, or from transporting natural gas or other hydrocarbons there from by reason of demonstrated market scarcity of, or inability to obtain or use equipment or material because of demonstrated market conditions despite Operator's diligent efforts, or by operation of force majeure, or because of any federal or state law or any order, rule or regulation of a governmental authority then while so prevented, Operator's obligations to comply with such covenant shall be suspended, and Operator shall not be liable in damages for failure to comply therewith; and the express or implied covenant or other provision of the Surface Use Agreement so affected shall be extended while and so long as Operator is prevented by any such cause from conducting normal operations or transportation of natural gas or other hydrocarbons from the leased premises; and the time while Operator is so prevented shall not be counted against the Operator, anything in this Surface Use Agreement to the contrary notwithstanding. If Operator claims that any event of force majeure prevents the performance of any of its obligations under this Agreement it shall provide Owner with written notice of such event within ten(10) days of becoming aware of the commencement of such event, describing such event and providing an estimate of when such event began and how long it will continue; shall continue to perform all obligations under this Agreement which are not prevented by such event; shall continue to work promptly and with diligence to remove the event of force majeure, and shall promptly notify Operator when the event of force majeure no longer exists.

6.12 Survival. The Operator's obligations and responsibilities hereunder shall survive the term of this agreement including without limitation, all reclamation obligations, all indemnification obligations and the proper disposal of any hazardous materials.

6.13 Signatures. By signing below, the parties signing acknowledge and represent that each of them has the authority to sign this Agreement and the power to bind both Owner and Operator. The parties further agree that this Agreement may be executed in counterparts.

6.14 Payments. All payments to Owner pursuant to this Agreement of any kind are hereby assigned by Owner and shall be payable to the following persons, their successors or assigns:

To Jon Turner twenty five percent (25%) at 8020 South CR 5 Suite 200, Windsor CO 80528

To Chris Frye thirty five point four one percent (35.41%) at 16 Timor Sea, Newport Coast, CA 92657

To Ingeborg Frye twenty nine point one eight percent (29.18%) at 34896 Weld County Road
19 Windsor CO 80550

To Vivian Frye Supinka ten point four one percent (10.41%) at 983 Philadelphia Street
Indiana PA 15701

IN WITNESS WHEREOF, the parties hereto have executed three (3) originals of this Agreement
this 11th day of July, 2013, the EFFECTIVE DATE hereof.

Weld 152 LLC
By: Jon Turner
Its MANAGER/MEMBER
Print name Jon Turner

Synergy Resources Corporation
By: Craig Rasmuson
Its Vice President of Operations
Print name Craig Rasmuson

STATE OF COLORADO)

ACKNOWLEDGEMENT

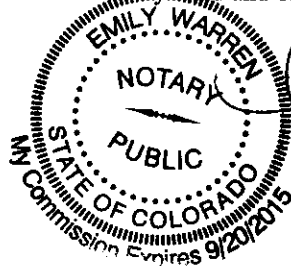
COUNTY OF WELD) ss
by Larimer)

The foregoing instrument was acknowledged before me this 11th day of July, 2013, by
Jon Turner, manager/member, to me known to be the
identical person described herein, who executed the within and foregoing instrument of writing and
acknowledgement to me that they duly executed the same as their free and voluntary act and deed for the uses and
purposes therein set forth.

Witness my hand and official seal.

My commission expires:

9/20/2015



Emily Warren
Notary Public

STATE OF COLORADO)

ACKNOWLEDGEMENT

COUNTY OF WELD)

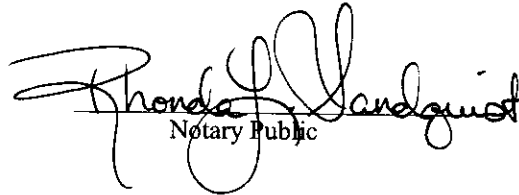
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The foregoing instrument was acknowledged before me this 11th day of July, 2013, by Craig Rasmussen-Vice President of Operations-Synergy, to me known to be the identical person described herein, who executed the within and foregoing instrument of writing and acknowledgement to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires:

11/20/2015


Notary Public

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07/22/2013 11:24 AM R Fee:\$66.00
Steve Moreno, Clerk and Recorder, Weld County, CO

