

SALT WATER DISPOSAL WELL AGREEMENT

This Salt Water Disposal Well Agreement ("Agreement") is made effective on the 5th day of September, 2013, by and between **Rohrbaugh Interests, LLLP, 29640 County Road 3U, Genoa, CO 80818** (herein referred to as "Owners") and **Nighthawk Production, LLC, 1805 Shea Center Drive, Suite 290, Highlands Ranch, Colorado, 80129** (herein referred to as "Lessee").

Owners, for and in consideration of \$10.00, and other good and valuable consideration, do hereby demise, lease and let unto Lessee, exclusively, the following tract of land located in Lincoln County, Colorado (the "Subject Lands"):

Arikaree Creek SWD #1

Township 6 South, Range 54 West, 6th P.M.

Section 15: NENE

(containing 40 acres more or less),

together with the right of ingress and egress to and from the Subject Lands, for the uses and term hereinafter set forth:

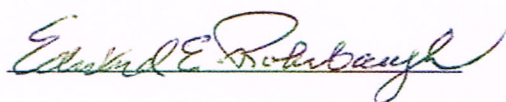
1. Subject to the terms and provisions hereof, Lessee shall have the exclusive right to use the Subject Lands and the Well for the injection and disposal of salt water, including brine and other oil field waste fluids, produced from oil and gas wells owned by Lessee, and their injection into the substrata; for the erection of tanks and receptacles necessary in receiving, treating and disposing of salt water; and for the erection of structures, appliances, engines and machinery necessary in connection with the operation of the Well(s) as a disposal well. Lessee shall only use as much of the Subject Lands as is necessary to conduct its operations. Owners grant Lessee the right to lay such pipelines as may be necessary to accomplish the purpose for which this agreement is executed. Lessee may drill, deepen or plug back the Well in order to make it suitable for use as a disposal well.
2. While Subject Lands are used for saltwater disposal, Lessee shall pay to Owners:
 - a) The sum of [REDACTED] which amount shall be due on or before each anniversary of the Effective Date.
 - b) An injection fee of [REDACTED] disposed of into the Well. Such payment is to be made by the 25th day of each month following the month the water was injected into the Well.
 - c) Additionally, Lessee shall pay [REDACTED] or additional roadways and/or pipelines created to access and utilize the Well site.
3. Pursuant to the terms of the Agreement, Lessee shall pay Owners for any and all damages caused by or resulting from its operations including, but not limited to, land, soil, ground water, surface water, crops and grass. Lessee shall maintain fencing around the disposal well site to protect livestock from any injury by ingestion of oil, salt water or other liquids. Lessee shall install and maintain cattle guards in fence lines of any permanent fencing and shall keep any gates of temporary or permanent fencing closed when livestock are kept on the premises. Lessee shall be liable for any damages sustained by Owners or tenants for violation of the covenant.
4. Owners hereby grant to Lessee an easement over and across the Subject Lands (Exhibit "A") and all lands adjacent to, contiguous to or in the vicinity of the leased premises for the purpose of laying, maintaining, operating and removing pipelines necessary for the transportation of salt water, including brine or other fluids, produced from oil and gas wells, to the Well; for the erection of power lines necessary in the operation of the Well; and the right to use any existing roads and/or to construct such new roads as may be necessary to serve the operations of Lessee.
5. Owners shall timely pay all real property taxes assessed against the Subject Lands and Lessee shall pay all taxes levied or assessed against its equipment located on the Subject Lands.
6. No change in the ownership of the Subject Lands shall be binding upon Lessee until it has been furnished with a copy of the recorded conveyance affecting such transfer of title. Lessee shall have the right at any time during, or within six (6) months after expiration of, this lease to remove all equipment and fixtures of whatever nature placed by Lessee upon the Subject Lands and adjoining lands, including the right to draw and remove all casing, tubing and other in-hole equipment, and all such property shall be and remain the property of Lessee.
7. Lessee shall obtain such permits as may be required by law or applicable regulations for use of the Well as a produced fluids disposal well.
8. Lessee shall confer with the Owners on the placement of any power line, pipeline, road or equipment allowed by the agreement prior to the installation or erection thereof so that such power lines, roads and equipment will have the least effect upon the surface operations of the land.

9. Lessee shall indemnify, hold harmless and defend Owners against any claim, demand, cost, liability, loss or damage suffered by Owners arising out of Lessee's operation of the Well. Lessee's indemnity also includes any environmental problem associated with any activity authorized by the lease including, but not limited to, the operation of the Well as a produced fluids disposal well, the transportation of any such fluids by pipeline or truck, storage of any such fluids, the working or reworking of Well, the plugging of the Well, and any related activities directly related to Lessee's operations hereunder.
10. The terms and provisions hereof shall be extended to, inured to the benefit of, and be binding upon the parties hereto, their heirs, legal representatives, successors and assigns.
11. This agreement may not be amended except by writing and signed by both parties.
12. The parties shall execute any and all other documents that may be reasonably required in order to effect the terms and purposes of the Agreement.
13. **The parties agree that the terms of this Agreement and all negotiations leading up to the Agreement will be kept confidential.** The parties will not disclose any of the terms or negotiations to anyone other than the parties, their respective attorneys or accountants, unless a party hereto make the disclosure has been compelled to do so pursuant to the order of a court competent jurisdiction as necessary to enforce the terms hereof or is required by law or taxing authorities. The parties further agree that this SALTWATER DISPOSAL WELL AGREEMENT shall not be recorded. If it becomes necessary to give notice of the Agreement in the public records, then a short form of this Agreement will be prepared and executed by the parties, and it may then be recorded.
14. This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.
15. All rights and obligations under this Agreement shall run with the lease and the lands and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of each party. This Agreement shall be governed by and construed according to the laws of the State of Colorado. The failure of a party to enforce any of the provisions of or any of its rights under this Agreement shall not be considered a waiver of such provisions or rights with respect to subsequent events or in any matter affect the validity of enforceability of this Agreement.
16. This Agreement and easements, rights and uses granted herein shall terminate upon the latter of (i) the cessation of operations on the Subject Lands; or (ii) upon the expiration or termination of rights of Lessee, or their successors in interest, under the terms of the Subject Lease. Upon termination of this agreement, Lessee shall have one hundred and eighty (180) days within which to remove all equipment, materials and improvements on the Subject Lands. Lessee shall reclaim the Salt Water Disposal well site, as nearly as reasonably practical, to its original condition and shall re-seed each such site.

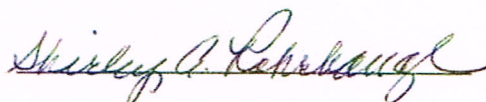
Upon final termination of the drilling activities and production and exploration of Lessee on the Subject Lands, Lessee shall return all roads and other rights-of-way or sites as near as practicable to their original condition, and re-seed such sites, unless otherwise agreed. Autogates shall be removed and fences restored as near as practicable to their original condition, unless otherwise provided or agreed. All autogates in place for three (3) years or more shall be the property of the Owners.

ENTERED INTO the day and year first set forth above, but effective for all purposes upon completion of the Well as a disposal well (the "Effective Date"), and only in the event the Well is completed as a usable disposal well.

OWNER: Rohrbaugh Interests, LLLP

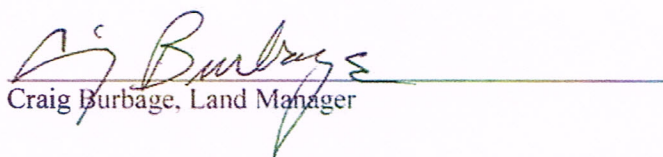


By: Edward E. Rohrbaugh, General Partner



By: Shirley A. Rohrbaugh, General Partner

NIGHTHAWK PRODUCTION LLC


Craig Burbage, Land Manager

STATE OF Colorado §
COUNTY OF Lincoln §

(INDIVIDUAL(S) ACKNOWLEDGMENT)

The foregoing instrument was acknowledged before me this 27th day of September.

2013, by: Edward E. Rohrbaugh, General Partner of Rohrbaugh Interests, LLLP., known to me, and who acknowledged that he executed the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:

12/16/15
(seal)



Lori Love
Notary Public:
Address: 100 E. Main
Limon, CO 80828

STATE OF Colorado §
COUNTY OF Lincoln §

(INDIVIDUAL(S) ACKNOWLEDGMENT)

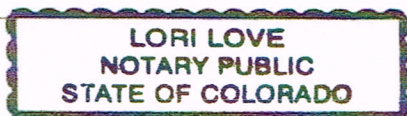
The foregoing instrument was acknowledged before me this 27th day of September.

2013, by: Shirley A. Rohrbaugh, General Partner of Rohrbaugh Interests, LLLP., known to me, and who acknowledged that he executed the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:

12/16/15
(seal)



Lori Love
Notary Public:
Address: 100 E. Main
Limon, CO 80828

STATE OF Colorado §
COUNTY OF Douglas §

(INDIVIDUAL(S) ACKNOWLEDGMENT)

The foregoing instrument was acknowledged before me this 1st day of October.

2013, by Craig Burbage, Land Manager of Nighthawk Production LLC, known to me, and who acknowledged that he executed the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:

7/27/16
(seal)



Mindy Jo Obando
Notary Public:
Address: 1805 Shea Center Dr. #290
Highlands Ranch CO 80129

Exhibit "A"

Pertaining to a certain Salt Water Disposal Well Agreement dated August 25, 2013.

