SURFACE DAMAGE AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of May, 2014 by and between Forristall Ranch, Inc, hereinafter called Grantor and Wiepking-Fullerton Energy, L.L.C., hereinafter called Grantee. For and in consideration of [redacted] per well the receipt and sufficiency of which is hereby acknowledged. Grantor will receive payment of the [redacted] per well prior to entry of the subject lands by Grantee to build the well pad. Grantor does hereby accept as complete settlement, satisfaction and discharge Grantee for surface damages caused by the drilling, completion and operation for the Five Spot # 9-16 well and any additional wells drilled within the lands described herein, including access road, drill site, production facilities, flow lines and tank battery, for the Five Spot # 9-16 well and any additional wells located on land described as follows to-wit:

TOWNSHIP 10 SOUTH, RANGE 56 WEST, 6th P.M.
Section 13: All Lincoln County, Colorado

The provisions of the Surface Damage Agreement shall extend to and be binding upon the heirs, personal representatives, successors, and assigns of the Grantor named herein.

IN WITNESS WHEREOF, the undersigned Grantor has accepted all of the terms and provisions of the Surface Damage Agreement as of the date shown above.

Forristall Ranch, Inc.

John A. Forristall

John A. Forristall

ACKNOWLEDGMENT

STATE OF Colorado)
ss.
COUNTY OF Lincoln)

The foregoing instrument was subscribed and sworn before me this 30th day of MAY, 2014, by, John A. Forristall of Forristall Ranch, Inc., Grantor.

Witness my hand and official seal:

4-10-2018

My Commission Expires

JACK M. FINCHAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19874082044
MY COMMISSION EXPIRES 04/10/2018

Notary Public