

EXHIBIT "B"
SURFACE USE AND DAMAGE AGREEMENT

This Agreement is made and entered into between **Frank and Arlene Wind** and each of its successors, herein referred to as "**Owner**", whose address is 8276 Blackwood Drive, Windsor, CO 80550 and **Extraction Oil & Gas, LLC a Delaware limited liability company**, whose address is 1888 Sherman Street, Suite 500, Denver, CO 80203 and its successors, herein referred to as "**Operator**", hereby agree to this Surface Use and Damage Agreement "**SUA**" as follows:

WITNESSETH:

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

TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M.

Section 31: SW4, and Lot B of Recorded Exemption No. 0957-31-2 RECX12-0057, and The Whitaker Exemption No. 0957-31-2-RE 70 Recorded at Reception Number 1618603 (9-13-1973), and also in Book 721 Reception No. 1643402 (8-23-1974) from the Surface of the Earth to the base of the Codell formation.

containing [221.92+-] acres, more or less. Hereafter the "**Subject Lands.**"

WHEREAS, Owner anticipates the Subject Lands use will be for Agriculture, Residential and Commercial real estate development; and

WHEREAS, Owner's overall objective is to preserve the Subject Lands, vistas and maintain the Subject Lands primarily for Agriculture and future real estate development; and

WHEREAS, Owner wishes to insure, 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 entered into an oil and gas lease covering the Subject Lands; and.

WHEREAS, Owner and Operator desire to enter into an agreement to provide for the expeditious development of the oil and gas resources without delay and without the expense of bonding and litigation and agree that avoidance of such delay in development is a principal inducement for Operator to enter into this Agreement; 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 from the Subject Lands and lands pooled therewith; 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 current and future residential use of the Subject Lands while allowing for the reasonable production of oil and/or gas from the Subject Lands and lands pooled therewith.

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**") on the Surface Use Areas A, A-1 and B wherein all surface activity will take place as depicted on Exhibit 1 attached hereto and incorporated herein by reference to enter upon and use only the Surface Use Area for the purpose of drilling, staking, completing, equipping, producing and operating oil and gas wells on Operator's leasehold under the Subject Lands and lands pooled therewith. Such Easement includes the right to construct, install and maintain an access road, underground power lines, and flowlines to gather and transport oil or gas from the well sites to the Tank Battery in the Surface Use Area A and A-1 and B depicted on Exhibit 1. 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 1, and the easement areas may be used only for the purposes specifically set forth in this Agreement such as the displacement of soil at or near the surface, construction of pipelines for electricity and or gas delivery and or collection thereof.

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 Operator's oil and gas lease covering the Subject Lands and lands pooled therewith.

1.3 Termination of Rights. This Surface Use Agreement and Operator's obligations hereunder will terminate upon the last to occur of: (a) termination of Operator's oil and gas lease or; (b) upon 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.

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 any facilities 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 1 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 render the flow line environmentally safe and fit for abandonment in place. 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.

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 provided, or 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. 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. Operator shall pay for an upgrade or other charge resulting from such use.

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 continue to assume all liability, 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.

2.4 Wells and Tank Batteries.

a. **Generally.** As located on the attached Exhibit 1 map, Operator shall be entitled to 2 surface use drilling sites with up to 10 wellheads per site located on the Surface Use Areas A and B. Operator shall be entitled to a separate tank battery per site A-1 and B with a maximum of thirty (30) tanks per location. 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. **Temporary Drilling Site and Permanent Operations Areas.** The Temporary Drilling site locations shall be situate in the Surface Use Areas A & B, will be displayed on Exhibit 1. Sites A and B are limited to approximately Eleven (11) acres of land in Site A and 5 acres in Site B not including access roads and other easement areas for purposes of calculating location size, unless otherwise agreed to in writing by Owner. Once drilling is completed the Permanent Operations areas will be reduced to 2 acres for Site A, 5 Acres for site A-1 and 5 acres for site B.

c. **Tank Battery Site.** The tank battery site locations shall be limited to thirty (30) tanks, thirty (30) separators each in Sites A-1 and B and other necessary equipment for purposes of the production and will be located on the Surface Use Area.

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 equipment and facilities placed on the property by Operator shall be painted in tones consistent with the surrounding area.

2.6 **Noise Mitigation.** The Operator shall install all noise mitigation measures as

required by the Colorado Oil and Gas Conservation Commission or local regulations.

2.7 Roads. Operator will construct one new all weather road as located on the Exhibit 1 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, 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.

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.

2.8 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 Surface Use Area. 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.

2.9 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 either 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.

2.10 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. In the event existing fences, cattle guards, or other improvements are cut or damaged by Operator, the damage shall be repaired by Operator or Owner shall be compensated for the repair costs.

2.11 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.

2.12 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. 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.

2.13 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 written approval. Recreational activities of a 4 - wheeler are forbidden. Operator will notify all its contractors, agents, employees and representatives of this restriction.

2.14 Communication and Contacts Between Owner and Operator.

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

OWNER:

**Frank and Arlene Wind
8276 Blackwood Drive
Windsor, CO 80550**

OPERATOR:

**Extraction Oil & Gas, LLC
1888 Sherman Street, Suite 500
Denver, CO 80203**

2.15 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.

2.16 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.

2.17 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.

2.18 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.

2.19 Seismic Operations. Operator shall notify Owner prior to the commencement of any seismic operations and shall pay Owner ten dollars (\$10.00) for each surface acre on the Subject Lands. Operator shall not conduct any seismic or geophysical operations whatsoever when surface conditions are not relatively dry. At all times, Operator shall use reasonable efforts to conduct its seismic operations so as to cause the least damage reasonably possible to the

surface. Prior to seismic operations being conducted, the parties shall enter into a Seismic Surface Use Agreement in the form set forth in Exhibit 2 attached hereto.

2.20 Water Quality and Quantity. Baseline water quality and quantity tests shall be conducted and paid for by Operator on all water wells on the Subject Lands prior to drilling and such wells shall be tested on a yearly basis thereafter. Testing parameters will be those customarily used and those required by regulation. Test results shall be provided to Landowner. Landowner shall be entitled to conduct its own tests at its cost. Test results will be provided to Operator.

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 prior to the commencement of drilling the sum of [REDACTED] for each well drilled on the Surface Use areas and use its best efforts to sequester its Surface Use Areas off of productive agricultural lands.

3.2 Payment Limitation. The payments herein provided are acknowledged as sufficient and in full satisfaction for ordinary 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. Reseeding shall continue until vegetation is established in a healthy growth condition. Any surface facilities no longer in use shall be removed and the surface restored, within two years 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 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.

6.2 Indemnification. The Operator shall defend, indemnify and hold the Owner 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 from the Operator's use of the subject Subject Lands, 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 harmless from any claims, demand, judgment or liability arising as a result of 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 **Exhibits.** All exhibits referred to herein are attached hereto and hereby incorporated herein for all purposes.

6.8 **Memorandum of Agreement.** This Agreement shall not be recorded, but either party may record with the County Clerk of the county in which the Subject Lands subject to this Agreement are located a memorandum reciting that the parties have entered into this Agreement which affects the Subject Lands described in attached Exhibit 1, as modified from time to time.

6.9 **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.

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

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

6.12 **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 scarcity of, or inability to obtain or use equipment or material, 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.

6.13 **Survival.** The Operator's obligations and responsibilities hereunder shall survive the term of this agreement on a well-by-well basis with regard to the subject Subject Lands, including without limitation, all reclamation obligations and the proper disposal of any hazardous materials.

6.14 **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.

IN WITNESS WHEREOF, the parties hereto have executed two (2) originals of this Agreement this 27th day of NOV, 2013, the EFFECTIVE DATE hereof.

Frank and Arlene Wind



Frank Wind

Extraction Oil & Gas, LLC



Matt Owens

President

Arlene Wind
Arlene Wind

STATE OF Colorado)
)ss
COUNTY OF Garima)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 8th day of November, 2013, by Frank Wind, to me known to be the identical person described herein, who executed the within and foregoing instrument of writing and acknowledgement to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires
CLINT BLUM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124054100
MY COMMISSION EXPIRES AUGUST 17, 2016

Clint Blum
Notary Public

STATE OF Colorado)
)ss
COUNTY OF Garima)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 8th day of November, 2013, by Arlene Wind, to me known to be the identical person described herein, who executed the within and foregoing instrument of writing and acknowledgement to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires
CLINT BLUM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124054100
MY COMMISSION EXPIRES AUGUST 17, 2016

Clint Blum
Notary Public

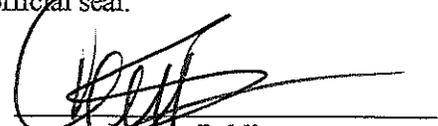
STATE OF Colorado)
)ss
COUNTY OF Denver)

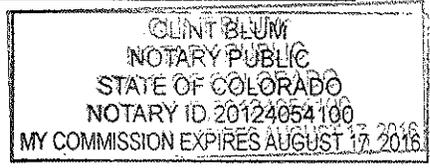
ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ^{11th} ~~12th~~ day of November, 2013, by Matt Owens, to me known to be the identical person described herein, who executed the within and foregoing instrument of writing and acknowledgement to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires:


Notary Public





~11 Acre Temporary Drilling Pad

- All underground lines will be located within permanent site boundaries, including flowlines from well to separator, oil/water dump lines from separator to tank, gas capture lines from well to DCF sales point, and gas sales line from separator to DCF sales point.

Lock Turnaround



~2 Acre Permanent Site A

~11 Acre Temporary Drilling Pad

~3/4 Acre Wellhead Site

Will require a 350' setback/water

500' radius