

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement") is made and entered into this 23rd day of December, 2014, by and between **K.P. KAUFFMAN COMPANY, INC.** and/or its assignee ("KPK"), a California corporation with an address of 1675 Broadway, Suite 2800, Denver, Colorado 80202, and **HAAKE FAMILY, LLC** with an address of c/o Ron and Margie Haake, 5387 County Road 19, Fort Lupton, Colorado 80621 ("Surface Owner"). KPK and Surface Owner may collectively herein be referred to as the "Parties".

RECITALS

A. Surface Owner owns the surface estate of the property described below and more particularly described on **Exhibit "A"** attached and made a part hereto (hereinafter called the "Property"):

Township 1 North, Range 67 West, 6th P.M.
Section 4: SE/4
Weld County, Colorado

B. KPK is currently operating an oil and gas tank battery facility on the Property which includes production equipment, access, and flow and gathering lines, as further described on **Exhibit A** hereto (hereinafter called the "Facility").

C. KPK and Surface Owner wish to memorialize their historical oral agreement regarding the compatible use of the Property.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth herein, including the information set forth in the recitals, the parties agree, to the extent of each of their respective interests in the Property only, as follows:

1. Current Location of the Facility. Surface Owner hereby expressly agrees to, ratifies and acknowledges its acceptance of the current location of the Facility as depicted on Exhibit A, which acknowledgement and consent to the Facility was verbally agreed upon by and between Surface Owner and KPK prior to August 1, 2013. Surface Owner further agrees that it shall not locate any additional improvements, underground or on the surface, including, but not limited to, building units, parks, walkways or similar such uses within 200 feet from the center of the Facility. KPK reserves the right to expand its production equipment within the agreed upon confines of the Facility as needed. Nothing in this provision is intended to impose any duty on Surface Owner or KPK to identify, remove, or relocate any existing improvements within or under the Facility.

2. Expansion of the Facility. KPK, at its sole cost and expense, is required to expand the Facility to add additional Emissions Control Devices as depicted on Exhibit A hereto. The Parties hereby agree and acknowledge that alternate locations for the Facility expansion have been considered and the Parties have negotiated the best possible location for the expansion of the Facility based on both current and future plans for the Surface Owner's use of the surface

estate of the Property and KPK's plans for development of the mineral estate. The Parties further acknowledge that the mutually negotiated location for the expanded Facility is located or may in the future be located less than one thousand (1000) feet to the nearest Building Unit.

3. Waiver of Setback Requirement.

a. Surface Owner understands and acknowledges that the Colorado Oil and Gas Conservation Commission ("COGCC") has rules and regulations that apply to the distance between an Oil and Gas Facility and Building Units, High Occupancy Building Units, Designated Outside Activity Areas, public roads, production facilities, and surface property lines, among other things, as may be amended in the future. In order to give full effect to the purposes of this Agreement, Surface Owner acknowledges that it has been informed of the COGCC rules, including the 2013 amendments to Rules 602, 603, and 604, and hereby waives its right to object to the location of the Facility on the basis of setback requirements in the rules and regulations of the COGCC, as those rules and regulations may be amended or superseded from time to time, or of any local jurisdiction, so long as the Parties adhere to the location of the Facility provided for in **Exhibit A** hereto.

b. Surface Owner further and similarly waives its right to object to any other state or local setback requirements, notice and consultation requirements, or other requirements or regulations that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of the KPK to operate the Facility pursuant to this Agreement. KPK may cite the waiver in this paragraph 3 in order to obtain an exception location or variance under COGCC rules or from any other state or local governmental body having jurisdiction over oil and gas operations. Surface Owner agrees not to object to, and hereby expressly consents to, the use of the surface within the Facility as provided for herein so long as the proposed use is consistent with this Agreement. Surface Owner will provide KPK with any and all written support they may reasonably require to obtain permits from the COGCC or any local jurisdiction.

4. Access to the Facility. The Parties understand and agree that KPK has an adequate access road for access to the Facility ("Access Road"). Such Access Road shall continue to be maintained by KPK at KPK's sole expense. Surface Owner reserves the non-exclusive right to use such Access Road, provided such use does not interfere with KPK's use of the Access Road. Surface Owner agrees that it will always provide KPK with reasonable, unobstructed access to the Facility.

5. Successor and Assigns. This Agreement, and all of the covenants in it, shall be binding upon the personal representatives, heirs, successors and assigns of all parties and the benefits of this Agreement shall inure to their personal representatives, heirs, successors, and assigns.

6. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

7. Compliance with Common Law and Statutory and Regulatory Requirements. Surface Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of KPK pursuant to COGCC rules and regulations and Colorado statutes to consult in good faith with Surface Owner regarding existing and proposed oil and gas operations on the Property. Surface Owner further expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, the obligations of KPK to accommodate the use of the surface of the Property by Surface Owner, existing and future, and Surface Owner waives any statutory and common law claims to the contrary, including, but not limited to, any claims pursuant to C.R.S. § 34-60-127.

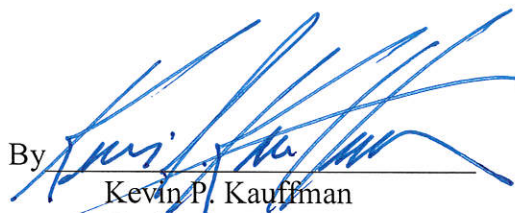
8. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect.

9. Entire Agreement. This Agreement sets forth the entire understanding among the Parties and supersedes any previous communications, representations, or agreements, whether oral or written. No change of any of the terms or conditions herein shall be valid or binding on any party unless in writing and signed by an authorized representative of each party.

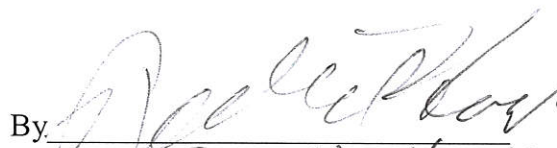
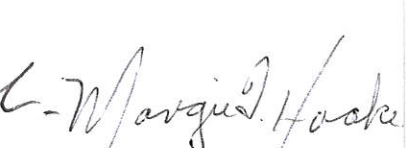
10. Counterpart Signatures. This Agreement may be executed in any number of counterparts, it being understood that all counterpart copies will constitute but one agreement.

IN WITNESS WHEREOF the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the day and year first above written.

K. P. KAUFFMAN COMPANY, INC.

By 
Kevin P. Kauffman
Chairman and CEO

HAAKE FAMILY, LLC

By  - 
Name: Ronald Haake
Title: manager.
Margie H. Haake
Manager

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

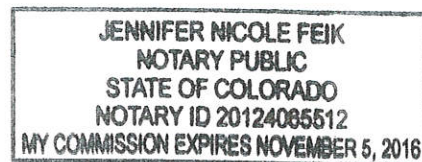
The foregoing instrument was acknowledged before me this 23rd day of December 2014, by Kevin P. Kauffman as Chairman and CEO of K.P. Kauffman Company, Inc.

Witness my hand and official seal.

My commission expires: November 5, 2016

Jennifer Nicole Feik
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF WELD)



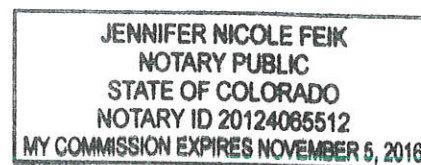
The foregoing instrument was acknowledged before me this 23rd day of December, 2014, by Ronald Haake, as Manager of Haake Family, LLC.

Witness my hand and official seal.

My commission expires: November 5, 2016

Jennifer Nicole Feik
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

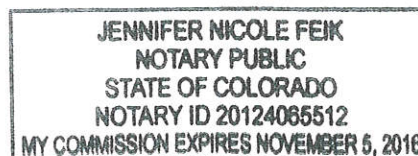


The foregoing instrument was acknowledged before me this 23rd day of December, 2014, by Margie I. Haake, as Manager of Haake Family, LLC.

Witness my hand and official seal.

My commission expires: November 5, 2016

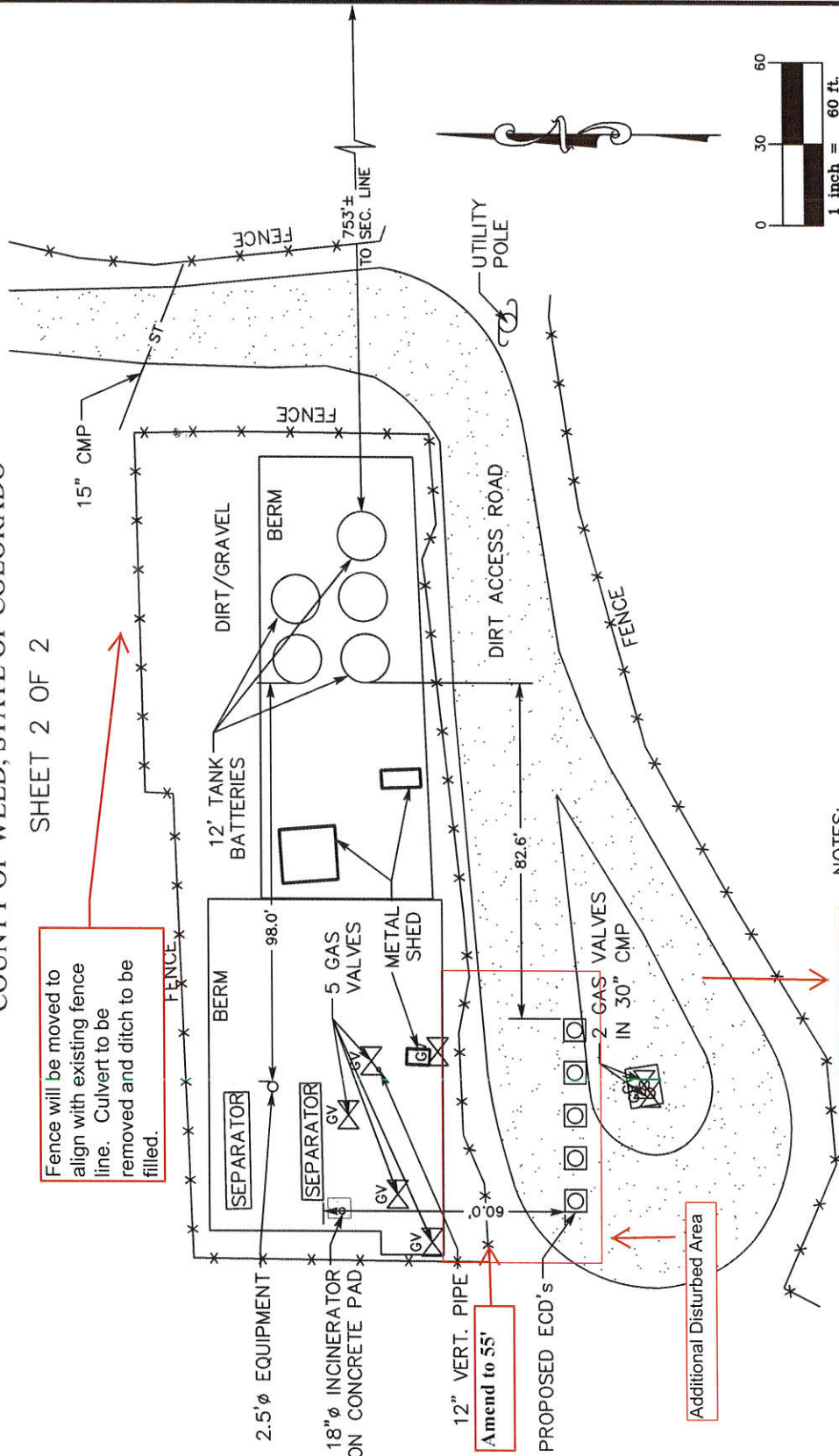
Jennifer Nicole Feik
Notary Public



FACILITY 5

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 2



NOTES:
1-NO HOUSES WITHIN 500 FEET.

Access road will only be
extended to existing
fence line as needed

JOB NUMBER: 14-64,547
DRAWN BY: E. DAVIS
DATE: OCTOBER 20, 2014
REV: OCT. 29, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS
NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD
INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

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