# WELLSITE SURFACE LEASE AND USE AGREEMENT

This Wellsite Surface Lease and Use Agreement ("Lease") is entered into effective as of November 1, 2014 ("Effective Date") between Vernon J. Vail ("Surface Owner"), whose mailing address is 6336 Xavier Street, Arvada, Colorado 80003 and Cub Creek Energy, LLC ("Operator"), whose mailing address is 200 Plaza Drive, Suite 100, Highlands Ranch, Colorado 80129. Surface Owner and Operator herein sometimes collectively referred to as "Parties", and individually referred to as "Party".

## RECITALS

WHEREAS, Operator, directly or through an assignee or designee, wishes to drill, complete and produce oil and gas wells on lands owned by Surface Owner in the Northwest Quarter of Section 12, Township 4 North, Range 68 West, Colorado, 6th Principal Meridian, Weld County, Colorado; and

WHEREAS, Surface Owner agrees to allow Operator, or an assignee or designee of Operator, to use a portion of the surface of its property to serve as an operations and production area for the drilling and production of the wells on lands owned by Surface Owner;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged herein, the Parties agrees as follows:

(1) Surface Owner does hereby grant, demise, lease and let unto Operator, its successors and assigns, the exclusive right to use for the purposes of drilling, completing, producing, and operating one or more oil and gas wells (including but not limited to straight, directional and horizontal wells), storing, transporting and marketing oil, gas and other products produced from such well, and all other rights as deemed reasonably necessary by Operator that may be associated with, incidental to, or convenient for the any such drilling, completing, producing, and operating activity, including, but not limited to, workovers, deepening, sidetracking, recompleting, hydraulic fracture stimulation, and drilling replacement wells, and installing and maintaining Production Equipment as defined herein below, the surface and the subsurface of the following described lands; to-wit:

> <u>Township 4 North, Range 68 West, 6th P.M., Weld County, Colorado</u>
> Section 12: that certain tract of land, measuring 417 feet by 417 feet, more or less, situated in Southwest Quarter of the Northwest Quarter, and identified as the "Vail Pad" in the plat attached hereto as Exhibit "A" (such tract referred to herein as "Leased Property").

(2) This Lease shall commence on the Effective Date and shall continue for a primary term of five (5) years, and shall remain in effect after the expiration of the primary term for so long as any oil and gas is produced from or operations are being conducted on a well that is located on the surface of the Leased Property without a lapse of more than one hundred eighty (180) days. If production or operations ceases after the expiration of the primary term, this Lease shall remain in effect if within one hundred eighty (180) days from such session of production, either (i) production is restored from the Leased Property or (ii) additional operations are commenced in an effort to restore production from a well located on the Leased Property,

including but not limited to installing or repairing Production Equipment, reworking an existing well and drilling a new well; and thereafter this Lease shall remain in effect as long as there is not a period of more than one hundred eighty days between any such operations and/or production from a well located on the Leased Property.

(3) Operator agrees to pay or cause to be paid to Surface Owner the sum of [redacted] Such payment shall become due and payable fifteen (15) days after a well is spud on the Leased Property. Such payment(s) shall represent the total consideration to be paid by Operator to Surface Owner for the granting of this Lease and all the rights set forth thereunder to Operator. Except as otherwise specifically provided herein, in consideration of this payment, Surface Owner hereby waives all surface and/or other damage payments pursuant to any rule or regulation of the Colorado Oil and Gas Conservation Commission ("COGCC"), or and state statute, common law or prior agreement, for each and every well that is drilled and/or the installation of the Production Equipment located on the Leased Property.

(4) For the purposes of this Lease, "Production Equipment" shall be deemed to include, any and all equipment and/or facilities, whether located or on the surface or subsurface of the Leased Property, as deemed reasonably necessary by Operator for the purpose of conducting, any drilling, completing, producing, and operating activity on the Leased Property, or associated with, incidental to or convenient for any and all operations conducted on the Leased Property as contemplated under this Lease. Production Equipment shall include, but not limited to tanks, tank batteries, separators, dehydrators, compressors, pumping unit, vapor recovery units, wellheads, gathering lines, flowlines and other equipment, facilities and any associated housings and/or fencings.

(5) Subject to the limitations hereinafter described, Surface Owner further grants and conveys to Operator, and its designees and assigns, a non-exclusive right-of-way and easement ("Pipeline Easement") over, under and through all lands owned by Surface Owner in the Northwest Quarter of Section 12, Township 4 North, Range 68 West, 6th P.M., Weld County, Colorado, and in lands owned in whole or part by Surface Owner which are contiguous or adjacent thereto, for the purposes of installing, constructing, operating, maintaining, replacing and repairing one or more flow lines, gathering lines, and/or pipelines (collectively "Pipeline"), as determined necessary by Operator in, or incidental to, the exercise any of the rights granted under this Lease in and to the Leased Property, including but not limited to the transportation and marketing of oil or gas produced from any well located on the Leased Property. The location of any such Pipeline being contemplated to be approximately parallel to the Road Easement as depicted on the attached plat labeled Exhibit "A". Should Operator determine that the contemplated location of the Pipeline Easement is not satisfactory for its operations, any change to the location of the Pipeline Easement shall be mutually agreed upon in writing giving due consideration to utilizing the most direct economic routing after taking into consideration the contemplated development of the Leased Property by Surface Owner, and such agreement shall not be unreasonably withheld. Operator will provide Surface Owner with as-built diagrams of the underground facilities located with the Pipeline Easements. All Pipelines shall be buried below ordinary plow depth. Subject to Surface Owner providing Operator with the land and rights necessary to construct and maintain an alternative Pipeline which is reasonable and feasible from a technical and engineering standpoint and complies with all applicable rules and regulations, Surface Owner shall have the right to require the relocation of any Pipeline,

including a Pipeline lying within the Pipeline Easement, because of development plans that Surface Owner may have for the property owned by Surface Owner. Operator shall not object to any such relocation, so long as such relocation is reasonable and feasible from a technical and engineering standpoint and complies with all applicable rules and regulations. Any such relocation shall be at Surface Owner's cost and expense. Operator shall in good faith attempt to relocate any Pipeline as agreed to by the Parties within ninety (90) days of receipt of payment from the Surface Owner of the estimated cost of relocating the Pipeline. Surface Owner shall reimburse Operator for the actual costs of the relocation in excess of the estimate within thirty (30) days of receipt of an invoice from Operator or a third party that may have relocated the Pipeline at the request of Operator. Surface Owner shall be responsible for all abandonment and restoration costs associated with the Pipeline, or the portion thereof, that is abandoned at Surface Owner's request. Operator shall not be required to dig up and remove the line once abandoned, and may elect to abandon any Pipeline in place subject to the governing rules and regulations. Operator shall notify Surface Owner in writing of the abandonment and the location of the abandoned Pipeline.

(6) Surface Owner does hereby grant, transfer and convey unto Operator, and its designees and assigns, a non-exclusive right-of-way and easement ("Drilling Easement") to drill and operate one or more horizontal and/or directional wells under the surface and through the subsurface of the all lands owned by Surface Owner in the Northwest Quarter of Section 12, Township 4 North, Range 68 West, 6th P.M., Weld County, Colorado and any other lands owned by Surface Owner contiguous or adjacent thereto, for the purposes of exploring, drilling, and operating for, and/or developing and producing oil and gas whether or not any such oil and gas is attributable to lands or mineral rights owned in whole or in part by Surface Owners. This Drilling Easement is separate and apart for the rights otherwise granted in this Lease. This Drilling Easement shall remain in full force and effect for the Primary Term and as long thereafter until any and all wells utilizing the Drilling Easement have been plugged and abandoned in compliance with the rules of the governmental authority.

(7) Subject to the limitations hereinafter described, Surface Owner further grants and conveys to Operator, and its designees and assigns, a non-exclusive right-of-way and easement ("Road Easement") over, upon and through all lands owned by Surface Owner in the Northwest Quarter of Section 12, Township 4 North, Range 68 West, 6th P.M., Weld County, Colorado, and in lands owned in whole or part by Surface Owner which are contiguous or adjacent thereto, to the extent necessary to provide Operator, and its employees, contractors, subcontracts, agents and representatives the rights of ingress and egress to and from the Leased Property, and for the purposes of constructing, operating, maintaining, replacing and repairing a road or roads ("Access Road"), as determined necessary by Operator in the exercise any of the rights granted under this Lease in and to the Leased Property, including but not limited to the drilling, completing, producing, and operating an oil and gas well(s) and/or the transportation and marketing of oil or gas produced from any well located on the Leased Property. To the extent possible such access shall be accomplished through the existing roads. This Lease is intended to confine the placement of any Access Road to that general area as identified and depicted on the attached plat labeled Exhibit "A". Should Operator wish to construct and maintain an Access Road outside of the Road Easement, it shall obtain Surface Owner's written consent and shall construct and maintain such road at its sole cost and expense, which consent shall not be unreasonably withheld. Except as to the extent that existing roads are used, access up to and

around the Leased Property shall be on the road constructed and maintained at the sole cost and expense of Operator. Subject to Surface Owner providing Operator with the land and rights necessary to construct and maintain an alternative Access Road which is reasonable and feasible from a technical and engineering standpoint and complies with all applicable rules and regulations, Surface Owner shall have the right to require the relocation of any Access Road, including an Access Road lying within the Road Easement, because of development plans that Surface Owner may have for the property. Any such relocation shall be at Surface Owner's cost and expense. Operator shall in good faith attempt to relocate any Access Road as agreed to by the Parties within ninety (90) days of receipt of payment from the Surface Owner of the estimated cost of relocating the Access Road. Surface Owner shall reimburse Operator for the actual costs of the relocation in excess of the estimate within thirty (30) days of receipt of an invoice from Operator or a third party that may have relocated the Access Road at the request of Operator. Surface Owner shall be responsible for all abandonment and restoration costs associated with the Access Road, or the portion thereof, that is abandoned at Surface Owner's request. Should Operator use a road that is constructed by Surface Owner, Operator shall be responsible for damage caused by its use of any such road, and shall hold Surface Owner harmless from any claims brought against Surface Owner as a result of damage or personal injury which directly result from the use of the road by Operator. At its sole risk and expense, Surface Owner and its tenants shall have the right to use any Access Road constructed by Operator, provided that any such use shall not interfere with the use of the Access Road by Operator. Surface Owner shall be liable for any damage to any Access Road constructed by Operator caused by Surface Owner's or its tenants use of the Access Road, and for any claims by third parties attributable to such use.

(8) Surface Owner expressly consents to wells being drilled on the Leased Property acknowledging that the surface location of any wells drilled on the Leased Property will or may be an exception location and not lie within the drilling windows created for the designated well spacing unit by Rule 318A of the rules and regulations of the COGCC. As by this Lease, Surface Owner has agreed to the locations for wells and Production Equipment, together with the locations of Pipelines and access Roads to access the well sites, Surface Owner waives its right to engage in consultation with the oil and gas operator related to surface locations for wells, pipelines and roads, as required under the rules and regulations of the COGCC. Further, upon request of Operator, Surface Owner agrees to execute such further documents as maybe be required by the COGCC or other governmental or regulatory agencies to acknowledge the rights granted to Operator to use the Leased Property as set forth in this Lease to facilitate the permitting of any well or operation thereon or associated therewith.

(9) During the term of this Lease, Surface Owner will not locate any lot line, building, or structure within the Leased Property. Surface Owner shall not inhibit Operator's access to the Leased Property or inhibit Operator's operations within the Leased Property or any of the easements granted hereunder by landscaping or other improvements, unless otherwise agreed upon in writing by Operator, which will not be unreasonably withheld. Surface Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. In order to give full effect to the purposes of this Lease, Surface Owner hereby waives its right to object to the location of any of Operator's facilities on the basis of setback requirements in the rules and regulations of the COGCC, as they may be

amended from time to time. Surface Owner further and similarly waives its right to object to any other state, county, city or local setback requirements or other requirements or regulations that are or become inconsistent with this Lease or that would prohibit or interfere with the rights of Operator, its designees and assigns, to explore for and produce oil and gas from wells located on the Leased Property in accordance with this Lease. Operator or its successors and assigns may cite the waiver in this paragraph in order to obtain a location exception or variance under COGCC rules or from any other state or local governmental body having jurisdiction. Surface Owner agrees not to object to the use of the surface of the Leased Property, so long as such use is consistent with the terms of this Lease, and Surface Owner will provide Operator or its successors and assigns with whatever written support they may reasonably require to obtain permits from the COGCC or any state, county or local jurisdiction.

(10) Operator shall be responsible for any actual damages to growing crops caused Operator's construction and maintenance of the Leased Property, Access Road, and/or Pipeline.

**(11) Except as to claims arising out of pollution or environmental damage (which claims are governed by Section 12 below) or out of other provisions of this Lease (which claims shall be governed by the terms of this Lease), each Party shall be and remain responsible for its own liability for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other costs associated therewith (all of the aforesaid herein referred to collectively as "Claims"), arising out of or connected with each such Party's use of and operations on the Leased Property, the Pipeline Easement and/or the Road Easement, no matter when asserted, subject to applicable statutes of limitations. Each such Party shall release, defend, indemnify and hold the other Parties, their officers, directors, employees, contractors, subcontractors, agents, representatives, tenants, designees, successors and/or assigns, harmless against all such Claims. This provision does not, and shall not be construed to, create any rights in persons or entities not a party to this Lease, nor does it create any separate rights in parties to this Lease other than the right to be indemnified for Claims as provided herein. Upon the assignment or conveyance of a Party's entire interest in the Leased Property, that Party shall be released from its indemnification herein, for all actions or occurrences happening after such assignment or conveyance.**

(12) Operator shall protect, indemnify, and hold harmless Surface Owner from any Environmental Claims relating to the Leased Property that directly arise out of Operator's use of and/or operations on the Leased Property, Operator's ownership and operation of Production Equipment, and Operator's ownership and operation Pipeline or Assess Road on the lands covered by this Lease. Surface Owner shall fully protect, defend, indemnify and hold harmless Operator from any and all Environmental Claims relating to the Leased Property that arise out of Surface Owner's use or development of the Leased Property and the other lands covered by this Lease.

(13) Notwithstanding the termination of this Lease, any agreement and obligation of Operator to indemnify, protect and hold harmless Surface Owner, as set out herein, shall survive the termination of the term of this Lease, specifically including, any claims brought prior to the plugging of wells and the restoration of the Leased Property.

(14) Should Surface Owner believe that Operator is not in compliance with any of the

terms and conditions of this Lease, Surface Owner shall provide Operator with written notice of such non-compliance. Neither Party shall be liable for, or be required to pay for, special, punitive, exemplary, incidental, consequential or indirect damages to any other Party for activities undertaken within the scope of this Lease.

(15) Upon the termination of this Lease as provided in Section 2, except as to the Drilling Easement, Operator's right to use the Leased Property for additional operations or wells shall terminate. Provided, however, this Lease remain in full force and effect until Operator, at Operator's expense, has in full compliance with the rules and regulations of the COGCC and any other governing regulatory agencies, plugged and abandoned all wells drilled on the Leased Property, and has removed any and all Production Equipment or other materials placed on the Leased Property, and has reclaimed and restored both surface of the Leased Property in compliance with any applicable rules, regulations or laws, and the terms of this Lease. Operator agrees to restore the surface of the Leased Property, and any Pipeline Easement or Road Easement used by Operator in connection with or impacted by its operations, to the extent reasonably practicable to a condition similar to the condition that existed as of the date of the Lease, or as otherwise may be required under any applicable rules, regulations or laws. If within one hundred twenty (120) days of the termination of Operator's right to use the Leased Property for additional operations or wells, Operator fails to commence in good faith operations to plug a well or to restore the Leased Property, Surface Owner shall have the right to preform or have a third party preform any such action. Operator agrees to reimburse Surface Owner within thirty (30) days of receipt of an invoice from Surface Owner, any and all reasonable costs incurred by Surface Owner in connection with any such reasonable action taken by or on behalf of Surface Owner. If Operator fails to reimburse such costs within the 30-day period, Operator shall be further responsible for all costs incurred by Surface Owner in collecting any such reimbursement, including but not limited to court cost and attorney's fee.

(16) This Lease, any and amendment hereto shall not be recorded in the public records of Weld County, Colorado, without the written consent of both Parties. Provided, however, Operator may record in the public records of Weld County, Colorado, a Memorandum of Surface Lease and Use Agreement, setting forth the identity of the Parties to the Lease, the effective date, the term of the Lease, the rights granted to Operator and the lands covered by the Lease, for the purpose of notice to third parties, with the document to be recorded to be signed by Surface Owner at the request of Operator. Operator shall provide Surface Owner with a recorded copy of any such recorded document. Notwithstanding, Operator may provide a copy of this Lease to the COGCC.

(17) THIS LEASE SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO.

(18) The rights granted herein may be assigned in whole or in part by either Party, and the terms, conditions, and provisions of this Lease are a covenant running with the land and shall extend to and be binding upon the successors, and assigns of Surface Owner and Operator. The Lease shall inure to the benefit of and shall be binding upon Surface Owner and Operator and their successors, assigns and designees.

(19) This Lease sets forth the entire understanding among the Parties hereto regarding

the matters addressed herein, and supersedes any previous communications, representations or agreement, whether oral or written. This Lease shall not be amended, except by written document signed by all Parties. This Lease may be executed in counterparts, each of which shall be deemed an original instrument, and which together shall constitute but one and the same instrument. A facsimile or scanned copy of the signed Lease shall be deemed as an original executed copy thereof.

IN WITNESS WHEREOF, the Parties have duly executed this Lease as of the date set forth below.

**Surface Owner:**

Vernon J. Vail

Date: 11-19-14

**Operator:**

Cub Creek Energy, LLC

By:

Name: Robert A. Gardner

Title: President and Chief Executive Officer

Date: 11/6/14

**ACKNOWLEDGMENTS**

STATE OF COLORADO )
) ss.
COUNTY OF Jefferson )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 19th day of November, 2014, by Vernon J. Vail.

WITNESS my hand and official seal.
My commission expires: 10/21/2017

Stephanie House
Notary Public

STEPHANIE ANNE HOUSE
Notary Public
State of Colorado
Notary ID 20134065224
My Commission Expires Oct 21, 2017

STATE OF COLORADO )
) ss.
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 6th day of November, 2014, by Robert A. Gardner, as President and Chief Executive Officer of Cub Creek Energy, LLC, a Delaware limited liability company, by and on behalf of said company.

WITNESS my hand and official seal.
My commission expires: OCTOBER 26, 2016

Notary Public

MARAL K ZINKEVICIUS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124068725
MY COMMISSION EXPIRES OCTOBER 26, 2016

STEPHANIE ANNE HOUSE
Notary Public
State of Colorado
Notary ID 20134065224
My Commission Expires Oct 21, 2017

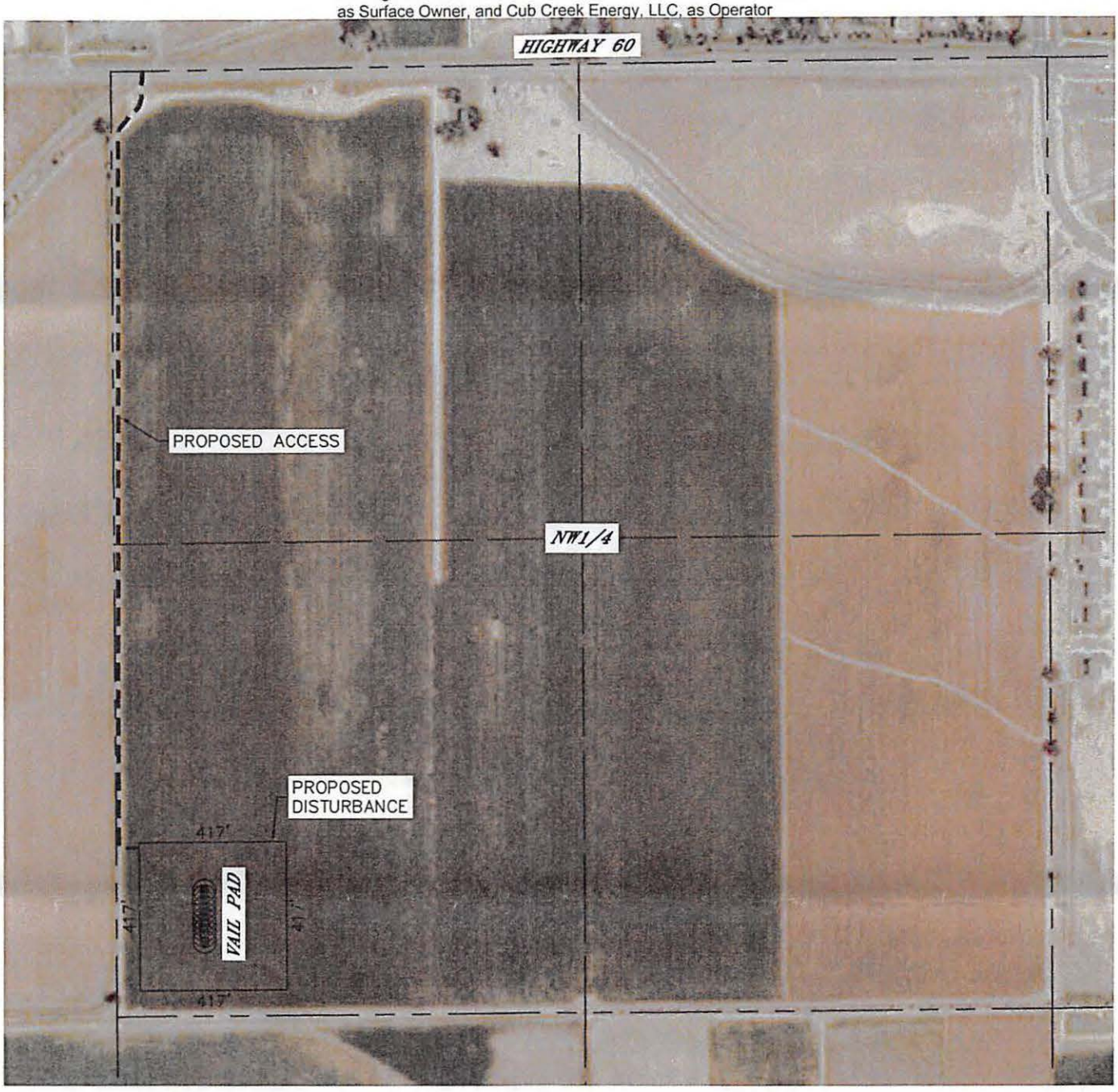
Lat40°, Inc. 6250 W. 10th Street, Unit 2, Greeley, CO 970-515-5294

# EXHIBIT A

## VAIL PAD

SECTION: 12
TOWNSHIP: 4N
RANGE: 68W
6TH. P.M.
WELD COUNTY, CO

Attached to and made a part of that Wellsite Surface Lease and Use Agreement dated November 1, 2014 between Vernon J. Vail, as Surface Owner, and Cub Creek Energy, LLC, as Operator

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0 400

1"=400'

DATE: 11/04/2014
PROJECT#: 2014184

**MEMORANDUM OF WELLSITE SURFACE LEASE AND USE AGREEMENT**

STATE OF COLORADO:
COUNTY OF WELD:

This Memorandum is being executed and recorded in the records of Weld County, Colorado, for the purpose of giving notice to third parties that Vernon J. Vail ("Surface Owner"), whose mailing address is 6336 Xavier Street, Arvada, Colorado 80003, and Cub Creek Energy, LLC, as Operator, whose mailing address is 200 Plaza Drive, Suite 100, Highlands Ranch, Colorado 80129, entered into a Wellsite Surface Lease and Use Agreement ("Lease") dated effective November 1, 2014, whereby Surface Owner has leased and granted to Operator certain rights in and to the lands owned by Surface Owner located in the Northwest Quarter of Section 12, Township 4 North, Range 68 West, 6th P.M., Weld County, Colorado. Subject to the terms and conditions set forth in the Lease, the rights leased and granted to Operator, its successors, assignees and designees, include, but are not necessarily limited to:

1. The exclusive right to use for the purposes of drilling, completing, producing, and operating one or more oil and gas wells (including but not limited to straight, directional and horizontal wells), storing, transporting and marketing oil, gas and other products produced from such well, and all other rights as deemed reasonably necessary by Operator that may be associated with, incidental to, or convenient for the any such drilling, completing, producing, and operating activity, including, but not limited to, workovers, deepening, sidetracking, recompleting, hydraulic fracture stimulation, and drilling replacement wells, and installing and maintaining Production Equipment as defined herein below, the surface and the subsurface of the following described lands; to-wit:

   <u>Township 4 North, Range 68 West, 6th P.M., Weld County, Colorado</u>
   Section 12: that certain tract of land, measuring 417 feet by 417 feet, more or less, situated in Southwest Quarter of the Northwest Quarter, and identified as the "Vail Pad" in the plat attached hereto as Exhibit "A" (such tract referred to herein as "Leased Property").

2. Non-exclusive right-of-ways and easements over, under and through all lands owned by Surface Owner in the Northwest Quarter of Section 12, Township 4 North, Range 68 West, 6th P.M., Weld County, Colorado, and in lands owned in whole or part by Surface Owner which are contiguous or adjacent thereto, for the purposes of: (1) installing, constructing, operating, maintaining, replacing and repairing one or more Pipelines, as determined necessary by Operator in, or incidental to, the exercise any of the rights granted under this Lease in and to the Leased Property, including but not limited to the transportation and marketing of oil or gas produced from any well located on the Leased Property, and (2) providing Operator, and its employees, contractors, subcontracts, agents and representatives the rights of ingress and egress to and from the Leased Property, and for the purposes of constructing, operating, maintaining, replacing and repairing a road or roads, as determined necessary by Operator in the exercise any of the rights granted under this Lease in and to the Leased Property, including but not limited to the drilling, completing, producing, and operating an oil and gas well(s) and/or the transportation and marketing of oil or gas produced from any well located on the Lease Property.

The Lease is for a term commencing on November 1, 2014 and shall continue for a primary term of five (5) years, and shall remain in effect after the expiration of the primary term for so long as any oil and gas is produced from or operations are being conducted on a well that is located on the surface of the Leased Property without a lapse of more than one hundred eighty (180) days. If production or operations ceases after the expiration of the primary term, this Lease shall remain in effect if within one hundred eighty (180) days from such session of production, either (i) production is restored from the Leased Property or (ii) additional operations are commenced in an effort to restore production from a well located on the Leased Property, including but not limited to installing or repairing Production Equipment, reworking an existing well and drilling a new well; and thereafter this Lease shall remain in effect as long as there is not a period

of more than one hundred eighty days between any such operations and/or production from a well located on the Leased Property.

Reference is hereby made to the executed Lease in possession of Surface Owner and Operator, as maybe be subsequently amended, and by this reference the Lease and all of the provisions thereof shall be deemed to be set out and incorporated herein and made a part hereof as though fully set forth herein. Surface Owner and Operator reserves the right to refuse inspection of the Lease by third parties attempting to obtain information for purposes prejudicial to the business interests of the Surface Owner and/or Operator to the Lease or to access information that is prohibited by the terms of the Lease.

Nothing in this Memorandum shall be deemed to amend, alternate or supersede any of the terms and conditions set out in the Lease, and in the event of a conflict the terms and conditions contained in the Lease shall control.

This Memorandum may be executed in counterparts, each of which shall be deemed an original instrument, and which together shall constitute but one and the same instrument. A facsimile or scanned copy of the signed Memorandum shall be deemed as an original executed copy thereof.

IN WITNESS WHEREOF, Surface Owner and Operator have duly executed this Lease as of the date set forth below.

**Surface Owner:**

Vernon J. Vail

Date: 11-19-14

**Operator:**

Cub Creek Energy, LLC

By: _____

Name: Robert A. Gardner

Title: President and Chief Executive Officer

Date: 11/6/14

**ACKNOWLEDGMENTS**

STATE OF COLORADO )
) ss.
COUNTY OF Jefferson )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 19th day of November, 2014, by Vernon J. Vail.

WITNESS my hand and official seal.
My commission expires: 10/21/17

Stephanie House
Notary Public

STEPHANIE ANNE HOUSE
Notary Public
State of Colorado
Notary ID 20134065224
My Commission Expires Oct 21, 2017

STATE OF COLORADO )
) ss.
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 6th day of November, 2014, by Robert A. Gardner, as President and Chief Executive Officer of Cub Creek Energy, LLC, a Delaware limited liability company, by and on behalf of said company.

WITNESS my hand and official seal.
My commission expires: October 26, 2016

Notary Public

MARAL K ZINKEVICIUS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124068725
MY COMMISSION EXPIRES OCTOBER 26, 2016

STEPHANIE ANNE HOUSE
Notary Public
State of Colorado
Notary ID 20134065224
My Commission Expires Oct 21, 2017