

**EASEMENT, RIGHT-OF-WAY
and
SURFACE DAMAGES AGREEMENT**

This Easement, Right-of-Way and Surface Damages Agreement ("Agreement") is entered into as of November 25, 2014, by and between Thermo Farms, General Partnership, LLP ("Surface Owner"), whose address is 5305 W. 86th Ave. Arvada, CO 80003, and Kerr-McGee Oil & Gas Onshore LP, ("KMG"), with offices at 1099 18th St., Suite 1800, Denver, CO 80202, covering certain lands (the "Lands") situated in Weld County, Colorado, described as follows:

Township 2 North, Range 66 West of the 6th P.M.

Section 33: A portion of the NE4 more particularly described as: BEG S00D07E 30' TO TRUE POB N89D36E 1707' S00D04E 406.34' CURVE TO LEFT R=2321.83' CHORD=S08D47E 703.74' S17D30E 327.18' CURVE TO RIGHT R=5699.58 CHORD=S14D19E 633.01' S11D08E 598.33' S89D59W 1433.84' N29D30W 142.14' N11D11W 382.01' N02D08W 360.18' N09D12E 208.15' N15D59W 92.72' N45D23W 173.34' N74D00W 122.26' N56D15W 155.48' N26D33W 237.68' N46D07W 161.51' N00D07W 760.57' TO POB; also known as parcel 130933100006.

For and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees to the terms and provisions set forth as follows:

1. Compensation for Operations; Release of All Claims

KMG shall pay to Surface Owner the sum and perform the obligations set forth in and according to the terms of that certain Letter Agreement by and between Surface Owner and KMG of even date, as full consideration and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to the Lands or growing crops thereon that may occur as a result of KMG drilling and completion operations on the Lands, and its continuing activities for the production and/or transportation of oil, gas, or other hydrocarbons or products associated with such operations and activities including, but not limited to, surface use, access, mud and reserve pits, wellhead equipment, separators, tank batteries, pipelines, gathering lines, flowlines, pipeline interconnections, and any and all other reasonable and customary uses of land related to said operations or activities.

2. Acknowledgement of Right of Way and Easement

Surface Owner acknowledges and understands that KMG, as owner or lessee of the oil and gas estate for the Lands, owns an easement and right-of-way that burdens the Lands, and that KMG has a continuing right and entitlement to construct, own, operate, maintain, repair and replace all flowlines, gathering lines, other pipelines and related equipment that may be necessary or convenient to its operations on the Lands, including but not limited to, constructing, using and maintaining access roads, locations for surface equipment and subsurface gathering lines, pipelines and pipeline interconnections for its operations and activities; provided, however, KMG agrees that it will not construct pipelines in a manner that interferes with existing improvements on the Lands at the time the pipelines are proposed to be constructed.

Surface Owner further agrees that, Kerr-McGee Gathering LLC, an affiliate of KMG, or another third party gas gatherer designated by KMG, may exercise the easement rights described herein.

3. Grant of Additional Rights and Easements

Surface Owner further grants KMG the right to drill horizontal, vertical or directional oil and gas wells on the Lands that may produce and drain oil and gas from under properties other than the Lands, or properties pooled therewith, and to locate, construct, use, and maintain surface equipment, including but not limited to flowlines, compressors, wellheads, and all associated production equipment and facilities, related to transportation of oil and natural gas from such wells.

4. Waivers

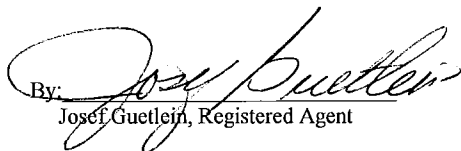
Surface Owner hereby waives its right to and covenants not to protest or object to the use of the surface of the Lands so long as such use is consistent with this Agreement. Furthermore, Surface Owner will provide KMG or its successors and assigns with any and all written support they may reasonably require to obtain permits from the Colorado Oil and Gas Conservation Commission or any local jurisdiction.

5. Binding Agreement



This Agreement shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

The undersigned have executed this Agreement as of the day first above written.

Surface Owner
Thermo Farms General Partnership, LLP

By: 
Josef Guetlein, Registered Agent

Kerr-McGee Oil & Gas Onshore LP

By:  
Ronald H. Olsen
Agent & Attorney-in-Fact

STATE OF Colorado)
COUNTY OF Denver)ss

The foregoing instrument was acknowledged before me this 25 day of November, 2014, by Josef Guetlein, Registered Agent, on behalf of Thermo Farms, General Partnership, LLP.

Witness my hand and official seal.

Alexandra G Weaver
Notary Public

My commission expires 11/21/17

ALEXANDRA G WEAVER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134072565
COMMISSION EXPIRES NOV. 21, 2017

STATE OF Colorado)
COUNTY OF Denver)ss

This instrument was acknowledged before me this 8th day of December, 2014, by Ronald H. Olsen, Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of said company.

Witness my hand and official seal.

Leslie Miranda
Notary Public

My commission expires Oct 3, 2018

LESLIE MIRANDA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144038677
COMMISSION EXPIRES OCT. 03, 2018