

SURFACE DAMAGE AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of July, 2015 by and between MBA ARKANSAS, LLC, 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 Buzzs Boat # 14 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 Buzzs Boat # 14 well and any additional wells located on land described as follows to-wit:

TOWNSHIP 05 SOUTH, RANGE 54 WEST, 6th P.M.
Section 24: S/2

Washington 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.

MBA ARKANSAS, LLC

Brandon G. Morrison

Brandon G. Morrison, Member

ACKNOWLEDGMENT

STATE OF Tennessee)

ss.

COUNTY OF Shelby)

The foregoing instrument was subscribed and sworn before me this 20th day of July, 2015, by, Brandon G. Morrison, member of MBA ARKANSAS, LLC, and Grantor.

Witness my hand and official seal:

My Commission Expires
My Commission Expires August 21, 2016



Cathleen Denise Martin

Notary Public