

# SURFACE AND DAMAGE AGREEMENT

(With Receipt and Release)

THIS AGREEMENT made and entered into this 11 day of Nov., 2015, by and between, Box Elder Ranch, LLC c/o Bradley A. Rock, Mgr. as owner of the surface of the SESE/4 of Section 15, Township 1 South, Range 44 West, Yuma County, Colorado, hereinafter referred to as "Owner", and Augustus Energy Resources LLC., hereinafter referred to as "AER".

**For and in consideration of One Dollar (\$ 1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged as payment, settlement, satisfaction, and discharge of any and all claims against AER, its agents, employees, and contractors for any and all detriment, injuries, and damages of whatsoever nature and character growing out of, incident to, or in connection with the reasonable and customary performance in the drilling, completing, equipping and production of the following "Well", or plugging and abandoning same as a dry hole , and all related operations in preparing the Well for production or abandonment ("Operations"):**

**Well Name(s): BER 44-15 1S44W**

especially including, but not limited to, injury or damage to growing crops as a result of the Operations, access to the Well, and occupancy of the well site and related production facilities.

Owner hereby gives, grants, and conveys unto AER, its agents, employees, and contractors, a right to use Owner's property for all purposes necessary for AER to perform the Operations and all rights incident and appurtenant thereto, including but not limited to, the right to install and operate flowlines, product pipelines and tanks with the rights of unimpeded ingress and egress across Owner's lands to the Well and related production facilities described above.

In accordance with the Colorado Oil and Gas Conservation Committee (COGCC) rule 1002 Site Preparation and Stabilization and specifically 1002.b Soil removal and Segregation and 1002.c Protection of soils, please note the attached Schedule A, Written Agreement between Augustus Energy Resources LLC and the surface owner regarding topsoil protection and reclamation.

Payment hereunder shall compensate Owner only for damages to Owner's land and growing crops. In the event of additional damages, including without limitation, damages to buildings, fences, gates, and livestock tanks, livestock, and other extraordinary losses or damages caused by AER, its agents, employees, and consultants to Owner's property, or to the property of Owner's surface lessee, if any, AER agrees to compensate Owner promptly for same on mutually agreeable terms.

Owner shall have the responsibility of notifying any affected tenant, lessee or other party who may own or have an interest in any crops or surface improvements which could be affected by AER's proposed Operations. Owner agrees that all damages claimed by a surface tenant, lessee or other party having an interest, resulting from AER's Operations shall be settled by Owner and Owner shall indemnify and hold AER harmless against any claims resulting therefrom.

AER agrees to perform all necessary reclamation work so the land affected by its Operations is restored as nearly as possible to its condition as existed immediately prior to AER's Operations, excepting any crops thereon.

Concerning any matter relating to AER's proposed Operations, Owner may contact:

|                       |   |
|-----------------------|---|
| Operator:             | Augustus Energy Resources LLC                       |
| Person(s) to Contact: |   |
| Drilling              | Mr. Justin Stone/Mr. Greg Jones                     |
| Operations            | Mr. Blain Sharp                                     |
| Land                  | Mr. Gary Timmer                                     |
| Address:              | 36695 Highway 385<br>P.O. Box 250<br>Wray, CO 80758 |
| Phone:                | 970 332-3585  |
| FAX:                  | 970 332-3587  |

Commencement of AER's Operations with heavy equipment is estimated to begin on 1<sup>st</sup> Half 2016. Owner acknowledges that it has been given notice by AER of its proposed Operations at least thirty (30) days [or if the well is to be drilled on irrigated crop lands between March 1 and October 31 at least 14 days] prior to AER's estimated commencement date or hereby waives such thirty (30) day, or fourteen (14) day, requirement. Provided herewith is a brochure from the Colorado Oil and Gas Conservation Commission, 1120 Lincoln Street, Suite 801, Denver, Colorado 80203, which describes the rights and responsibilities of Owner as the surface owner. The brochure includes an on-site inspection form to be used should AER and Owner be unable to reach an agreement.

As of the date of this agreement, the land use of the proposed well location and the lands contiguous thereto is Dryland. It is anticipated the future use of the lands contiguous to the proposed well location will be:

Same as current use ( Dryland )

Reforestation

Recreational

Wild life habitat

Owner acknowledges that it has consulted with AER as to the location of roads and the necessary production facilities, including flowlines, product pipelines and tanks and the location and size of the wellsite for the above described well, or hereby waives such consultation requirements. Owner also acknowledges that Owner had an opportunity to comment to AER regarding preferences for the timing of the Operations and preferred locations for the Well and associated facilities. Owner has requested that all consultations be conducted directly with Owner.

In consideration of the mutual benefits derived hereunder, Owner hereby remises, releases, acquits and forever discharges AER, its agents, employees, and consultants from any and every action, cause of action, suit, claim, and demand against AER, its agents, employees, and consultants arising out of, incident to, or in connection with AER's Operations, access to the Well and related production facilities; and occupancy thereof.

AER hereby remises, releases, acquits and forever discharges owner and heirs from any and every action, cause of action, suit, claim, and damage against owner and heirs arising out of, incident to, or in connection with access to, or operations of the well and related production facilities.

This Agreement shall extend to and bind Owner, AER, and their respective heirs, personal representatives, successors and assigns.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the same date as shown above.

**OWNER: Box Elder Ranch, LLC**

  
Bradley A. Rock, Mgr.

Address: 27495 US HWY 385, Wray, CO 80758

Telephone #: 970-332-0672

**AUGUSTUS ENERGY RESOURCES LLC**

By:   
Gary Timmer

## SCHEDULE A

### SURFACE OWNER AND OPERATOR AGREEMENT REGARDING TOPSOIL PROTECTION and RECLAMATION

AER agrees to comply with all applicable rules, regulations, laws and orders issued or promulgated by any court or governmental agency having jurisdiction over oil and gas operations within the State of Colorado.

It is further agreed between AER and Owner that upon completion of the subject well herein, AER shall use its best efforts to restore the premises to the original contour. Such restoration shall return the subject property to the same agricultural condition as it was prior to entry. AER shall also use its best efforts to complete all interim restoration operations within three (3) months on crop land or six (6) months on non-crop land of the completion of said well. In the event adverse weather conditions are present which would delay restoration operations, AER shall fence the effected area and complete the reclamation as soon as conditions allow.

Owner and Augustus Energy Resources, LLC (AER) are in agreement that the operations to be commenced to drill and complete a natural gas well upon the Owners property will be in compliance with the rules of the COGCC, its Directors and Commission and shall be conducted in a manner so as not to have a substantial or adverse effect to public health, safety or welfare of those on or near the site of operations and that Owner and AER further agree that there will be no significant adverse environmental impacts due to the operations. AER agrees to take all necessary steps towards the prevention of soil erosion, protection of the topsoil and towards the subsequent reclamation procedures of the drilling location upon the subject lands herein.

Furthermore, the Owner and AER are in agreement that the preferred practice to conserve and protect the top soil in Yuma County is to minimize disturbance. Due to the small scale of the drilling operations for these shallow Niobrara wells and especially the short duration of time spent on location there would be significant more risk to the soil profile by stripping and segregating the soils than to leave them in place. It is well known that the sandy soils of Yuma County are prone to erosion once the surface is broken. Should the soil need to be disturbed to build a level location the topsoil will be removed and segregated as recommended by the COGCC.

**OWNER: Box Elder Ranch, LLC**

  
Bradley A. Rock, Mgr.

**AUGUSTUS ENERGY RESOURCES LLC**

By:   
Gary Timmer