

SURFACE DAMAGE AND RELEASE AGREEMENT

This Surface Damage and Release Agreement (this "Agreement") is made and entered into this 11th day of September, 2015 by and between Boyd Farms, LLLP ("Surface Owner") with an address at 31901 County Rd. 3U, Genoa, Colorado 80818 and Duncan Oil Partners, LLC ("Duncan") with an address at 1777 S. Harrison St, PH-1, Denver, Colorado 80210.

WHEREAS, Surface Owner represents that they are the owners in fee and in possession of the surface estate for the following described lands in Lincoln County, Colorado, hereinafter referred to as ("Lands"), to wit;

Township 6 South, Range 54 West, 6th P.M.
Section 28: ALL
Section 29: E2

AND WHEREAS, Surface Owner and Duncan wish to memorialize their agreement concerning the payment for damages to the surface of the Lands in connection with the access to and the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Well(s) and all pipelines, tank batteries and other facilities or property of Duncan or its affiliates associated with the Well(s).

NOW THEREFORE, in consideration of ten dollars and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Duncan has the right of ingress and egress and to the use of those portions of the Lands which it requires for oil and gas exploration, development and production operations for the Well(s), including tank batteries and other production facilities and the transportation of produced substances from the leasehold, and also the right to construct and use roads and pipelines across portions of the Lands. Duncan shall pay Surface Owner as liquidated damages the following sum as full settlement and satisfaction of all damages growing out of, incident to, or in connection with the usual and customary exploration, drilling, completion, sidetracking, reworking, equipping and production operations, contemplated by the oil and gas leases covering the Lands, unless otherwise specifically provided herein:

Redacted for wellsite(s) located on Non-Cultivated lands and Redacted for wellsite(s) located on Cultivated lands, together with any lands used for road purposes, production facilities, pipelines or other necessary facilities in connection with the wellsite. If, by reasons directly resulting from the operations of Duncan, there is damage to real or personal property upon the Lands which is not associated with usual and customary operations, such as (but not limited to) damage to livestock, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural water ways, such damage will be repaired or replaced by Lessee, or Lessee will pay reasonable compensation to Surface Owner for such additional damage.

2. Duncan is responsible for acquiring all necessary permits, licenses, fees, etc. incident to its operations on the Lands.
3. In the event the Well(s) hereunder are plugged and abandoned, Duncan agrees that Duncan will, within a reasonable time, restore Surface Owner's surface estate as near as practical to its original condition found prior to Duncan's operations. It is understood and agreed that Surface Owner may elect in writing, prior to cessation of operations of Duncan, to have any road constructed under the terms of this Agreement remain upon the property, in which event Duncan agrees to leave such road or roads in reasonable condition.
4. In the event Surface Owner considers that Duncan has not complied with all its obligations hereunder, both express and implied, Surface Owner shall notify Duncan in writing, setting out specifically in what respects Duncan has breached this contract. Duncan shall then have sixty (60) days to meet or commence to meet all or any part of the breaches alleged by Surface Owner. The service of said notice shall be precedent to the bringing of any action by Surface Owner for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. In the event of litigation, the prevailing party's reasonable attorney's fees will be paid by the opposing party.
5. Surface Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of Duncan pursuant to Colorado Oil and Gas Conservation Commission rules and regulations and Colorado statutes to consult in good faith with Surface Owner regarding proposed oil and gas operations on the Land. Surface Owner expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to satisfy fully, the obligation of Duncan to accommodate the Surface Owner's use of the surface of the Land, existing and future, and Surface Owner waives any statutory or common law claims to the contrary including, but not limited to, any claims pursuant to C.R.S. 34-60-127. Surface Owner also acknowledges that Duncan has fully complied with all other applicable governmental regulations and statutes, if any, relating to the settlement of the damages contemplated herein.
6. Surface Owner acknowledges that Duncan's representative has met with and consulted with Surface Owner as to the location of the wellsite(s), access road(s), flowline, tank battery and other associated production facilities and that this Agreement incorporates the results of such meeting(s) and consultation(s).
7. This Agreement shall remain in full force and effect from the date hereof and for so long thereafter as Lessee's oil and gas operations affecting the Lands are in effect.
8. In conducting operations, Duncan shall:

A. Limit the size of the wellsite to approximately 320 feet by 375 feet during any drilling, completion, recompletion or workover operations, and the wellsite shall be no more than 2.75 acres in size during other periods. The access road shall be

limited to approximately 40 feet in width during drilling, completion, recompletion and workover operations. The permanent access roads to the wellhead and tank battery location shall be limited to 20 feet in width.

B. Separate the top soil at the time of excavation of pits so that the top soil and subsurface soil may be placed back in proper order as nearly as possible.

C. Operator, at its sole expense, shall maintain the Property in accordance with the terms of the Lease and this Agreement. In addition, as its sole expense and in accordance with Operator's obligation to conduct its operations so as not to interfere unreasonably with Owner's use of the surface Property. No later than ten (10) days following completion of construction of Well Pad, Operator shall install and maintain rail guards or a fence around the production equipment and wellhead in a position and manner acceptable to the Owner, which fence shall contain gates if necessary. The rail guards, gates and fence shall at a minimum prevent access of cattle and other livestock.

D. Reclaim the wellsite as nearly as practicable to its original condition and, if the location is in pasture, reseed the location with native grass seed mix selected and provided by the owner at the operator's expense. Weather permitting, reclamation operations shall be completed within three months following drilling and subsequent related operations, unless Duncan and Surface Owner mutually agree to postponement because of crop or other considerations.

E. Use its best efforts to keep the Well and battery sites free of weeds and debris.

9. Surface Owner hereby waives the minimum thirty (30) day written notice requirement for operations to begin and any other and/or future notice or consultation requirements of the COGCC, including without limitation the provisions and allowed waivers under COGCC Rules 305 and 306.

10. Please see the "Addendum" attached hereto and made a part hereof, which references onsite waste water management of drilling fluids and associated drill cuttings.

11. It is the intention of this agreement to replace the previous Surface Damage and Release Agreement(s) entered into and between Boyd Farms, LLLP, ("Surface Owner"), and Duncan Oil Partners, LLC ("Duncan"), dated August 12th, 2014.

12. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have set their hands on the day and year first written above.

SURFACE OWNER(S)

By: Ronald J. Boyd
Ronald J. Boyd, General Partner

By: Nancy L. Boyd
Nancy L. Boyd, General Partner

ACKNOWLEDGMENTS

STATE OF Colorado
COUNTY OF Denver

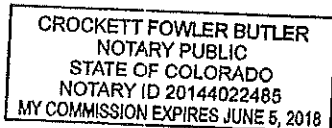
BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Ronald J. Boyd & Nancy L. Boyd to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its General Partners and acknowledged to me that they executed the same as the free and voluntary act and deed of such corporation, for the use and purposes therein set forth.

Given under my hand and seal of office, this the 11th day of September, 2015.

My Commission Expires:

Notary Public:

Address: 3226 Yorkst
Denver, CO 80205



"ADDENDUM"

Attached to and made a part of that certain Surface Damage and Release Agreement dated September 11, 2015,
between Boyd Farms, LLLP, and Duncan Oil Partners, LLC

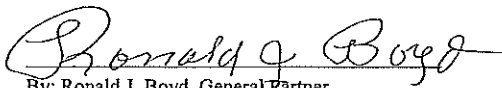
Boyd Farms Well(s) - Duncan Oil Partners, LLC
E&P Waste Management For
Water-Based Bentonitic Drilling Fluids & Associated Drill Cuttings

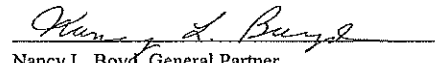
These guidelines outline the operational requirements for handling water-based bentonitic drilling fluids and associated drill cuttings to maintain compliance with COGCC 900 Series Rules. Only water-based bentonitic drilling fluids and associated drill cuttings will be directed into the onsite pit by Duncan Oil Partners, LLC (Duncan). Evaporation and burial of drilling fluids and drill cuttings will be tested prior to pit closure to ensure compliance with COGCC Table 910-1 that hydrocarbon concentrations do not exceed 10,000 ppm TPH.

1. Only water-based bentonitic drilling fluids and associated drill cuttings generated by Duncan Oil will be applied at the site. No other E&P waste shall be deposited in the pit.
2. If required by COGCC – a pit liner will be installed prior to use and removed and disposed of at an approved commercial disposal facility prior to pit closure.
3. Drilling fluids are discharged into the reserve pit prior to drilling into the oil bearing reservoir. When encountering oil, the drilling fluids will be diverted to a separation system. From the Operator, fluids (including oil) and cuttings will be transferred to storage tanks. Small quantities of oil may inadvertently flow into the reserve pit while flow is being diverted to the separation system.
4. During drilling operations, on-site drilling personnel will monitor the pit fluid level on a 24-hour basis to ensure the minimum required 2 feet freeboard is maintained.
5. Pit cuttings will be left to evaporation & burial by mixing contents with the original pit stockpile. During drilling operations, to prevent overfilling, any excess amount of fluids will be disposed to an authorized local commercial facility, as well as any oil contaminated cuttings. Upon closure of pit, cuttings left in pit shall meet the standards listed in Table 910. If a synthetic pit liner was used it shall be removed and disposed per COGCC, Series 900 rules to an authorized local landfill.
6. The Site Investigation and Remediation Work Plan (Form 27) will be prepared and submitted to the COGCC along with cuttings test results prior to closure.

By signing below, the Surface Owner hereby authorizes Duncan Oil Partners, LLC to bury drilling cuttings in the onsite pit pursuant to the guidelines as herein stated.

SURFACE OWNER(S)


By: Ronald J. Boyd, General Partner


Nancy L. Boyd, General Partner