

## WATER INJECTION WELL LEASE AND SURFACE USE AGREEMENT

THIS WATER INJECTION WELL LEASE AND SURFACE USE AGREEMENT ("Agreement") is made and entered into this 6th day of August, 2014 by and between Thomas Lynn Thompkins, whose address is 269 County Road 309, Parachute, CO 81635, hereinafter called "Owner", and Ursa Operating Company LLC, whose address is 1050 17th Street, Suite 2400, Denver, Colorado 80265, hereinafter called "Operator".

WHEREAS, the Owner owns the surface of a tract of land located in the SE/4SE/4 of Section 5 of Township 7 South, Range 95 West, in Garfield County, Colorado and further depicted in Exhibit A attached hereto for all purposes hereafter termed the "Lands" or "Tompkins A Pad"; and

WHEREAS, Operator desires to utilize the Lands for the operations hereafter described, and Owner in accordance with and pursuant to this Agreement desires to allow such utilization; and

WHEREAS, Owner and Operator desire to enter into this Agreement to stipulate the terms and conditions under which Owner will permit such use of the Lands by Operator;

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which hereby are acknowledged, Owner and Operator agree as follows:

1. **Surface Use;** Owner hereby consents to Operator's use of the surface of the Lands to conduct natural gas recovery operations.
2. **Grant of Easement;** Owner, in the consideration provided for herein and of the covenants and agreements herein contained, and strictly subject to the provisions hereinafter set forth, does, by this Agreement demise, lease, and let unto Operator, for the exclusive purpose of drilling, utilizing, equipping and maintaining one water injection well on the Tompkins Pad and use of the well located thereon (the "Well"), in connection with the injection and disposal of water associated with the production of oil and gas and other hydrocarbons (whether the origin of same is from the Lands or other operations of Operator from lands in which Owner does not have an interest) and their injection into the substrata of land; for the digging of pits, laying pipelines, for the placement of tanks and receptacles necessary in receiving, treating and disposing of water associated with the production of oil and gas and other hydrocarbons, and for the placement of structures, telephone and power lines, appliances, engines and machinery required or reasonably deemed necessary by Operator in connection with the operation of the Well as a water disposal input and injection well, including the construction of roads necessary for the purpose of accessing the Lands. Operator may drill, deepen or plug back the Well to make suitable for use as stated herein. Owner agrees that Operator may file in the real property records of Garfield County, Colorado on behalf of Owner appropriate documentation evidencing the rights granted under this Agreement.

REDACTED FOR PERMITTING

property damage or otherwise arising out of Operator's operation under this Agreement or use of Owner's property.

17. **Notice;** Notice may be given to either party to this Agreement by depositing the same in the United States mail, postage prepaid, duly addressed to the other party at the address as set out in the preamble to Agreement. Such notice shall be deemed delivered when deposited in the United States mail. Operator shall punctually provide Owner with Operator's contact information. Operator shall reasonably notify Owner's prior to operations upon the Lands and shall timely consult with Owner regarding the re-location of roads, gates and other facilities incident to Operator's operations. Any plan changes materially different from those shown on Exhibit A shall be evidenced by a new or an amended Exhibit A, which shall be approved by Owner's in writing prior to any construction activities. To the maximum extent commercially feasible, Operator will use existing roads.
18. **Construction of Agreement;** This Agreement shall be construed under the laws of the State of Colorado, without regard to any conflicts of law's principle that would require the application of the laws of any other jurisdiction.
19. **Assignability and Binding Effect;** This Agreement shall be binding upon any successors and assigns of the parties. Any sale or assignment by the Operator of any right or privilege to any third party is void without the consent of Owner, with such consent not being unreasonably withheld.

In witness whereof, Owner and Operator have executed this Agreement effective as of the Effective Date regardless of the date of execution.

OWNER:

OPERATOR:

Ursa Operating Company LLC

  
\_\_\_\_\_  
Thomas Lynn Tompkins

  
\_\_\_\_\_  
Don Simpson, Vice President of Ursa  
Operating Company LLC

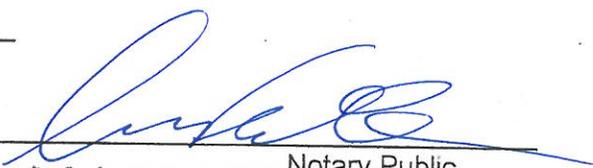
ACKNOWLEDGMENTS

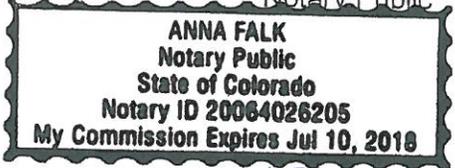
STATE OF COLORADO   §  
                                  §  
COUNTY OF GARFIELD   §

The foregoing instrument is acknowledged before me, a notary public, this 12<sup>th</sup> day of August, 2014, by Thomas Lynn Tompkins.

Witness my hand and official seal.

My commission expires: 7/10/18

  
\_\_\_\_\_  
Notary Public



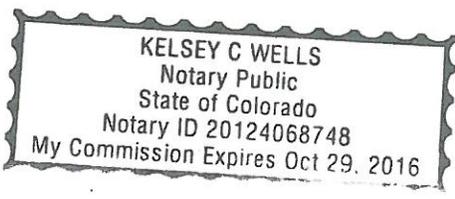
STATE OF COLORADO   §  
                                  §  
COUNTY OF DENVER   §

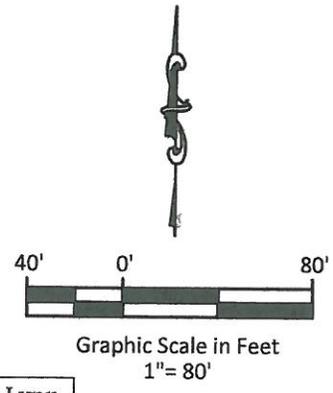
The foregoing instrument is acknowledged before me, a notary public, this 6<sup>th</sup> day of August, 2014 by Don Simpson, Vice President of Ursa Operating Company LLC on behalf of said corporation.

Witness my hand and official seal.

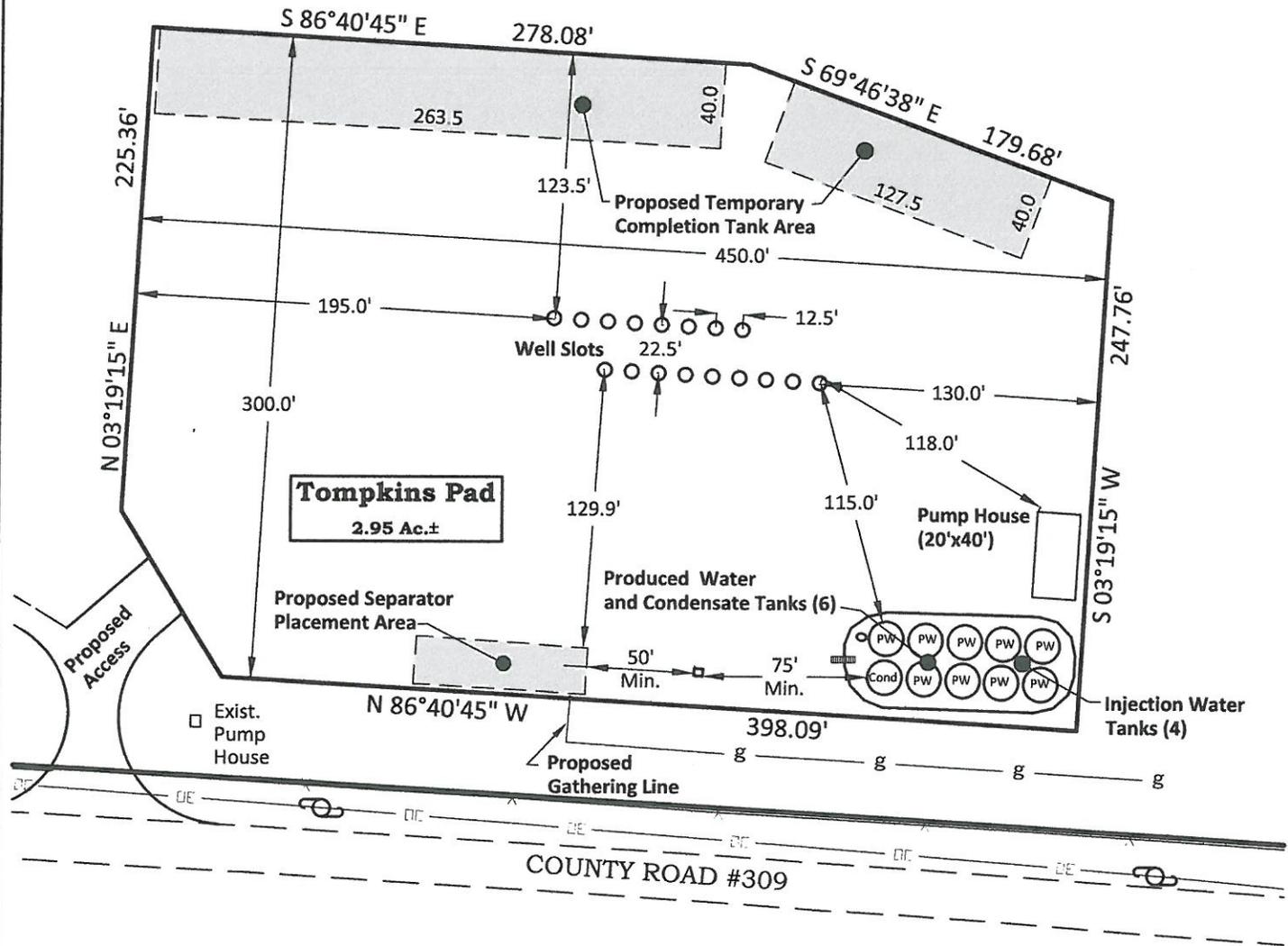
My commission expires: 10/29/2016

  
\_\_\_\_\_  
Notary Public





Tompkins, Thomas Lynn  
# 2407-054-00-085



**Notes or Comments:**  
- The Pad and Pad Infrastructure Shown Herein is Proposed.

**RVS** River Valley Survey, Inc.  
110 East 3rd. Street, Suite 213  
Rifle, Colorado 81650  
Ph: 970-379-7846



Project: - RVS 06001-47	
Field Date: 4-22-14	Scale: 1"= 80'
Date: 5-05-14	Sheet: 1 of 1
Rev: 5-07-14	By: sea

**Exhibit A**  
Water Injection Well  
Surface Use Agreement