

ACCESS AGREEMENT FOR WELLSITE REMEDIATION

THIS ACCESS AGREEMENT FOR WELLSITE REMEDIATION ("Agreement") is made and entered into this 5th day of April, 2018 by and between **Anheuser-Busch, LLC**, whose address is One Busch Place, St. Louis, Missouri 63118, hereinafter referred to as "**Grantor**", and **Enerplus Resources (USA) Corporation**, whose address is 950 17th Street, Suite 2200, Denver, Colorado 80202, hereinafter referred to as "**Grantee**".

WHEREAS, Grantor is the surface owner of the following described lands in Weld County, Colorado:

Township 8 North, Range 67 West, 6th P.M.
Section 26: NW/4
(hereinafter referred to as the "**Lands**"); and

WHEREAS, Grantee has received an approved permit from the Colorado Oil and Gas Commission ("**COGCC**") to drill the Sligo 8-67-26-23C well ("**Sligo Drilling Permit**") on a drilling and spacing unit that includes the Lands; and

WHEREAS, Grantee desires to enter onto and cross such Lands for the purpose of remediation of the following wells to protect groundwater, as required by the Sligo Drilling Permit:

Well Name	API#	Q4Q4	Section	Township	Range	County
Thayer 1	05-123-11084	SEnw	26	8 North	67 West	Weld
Thayer 2	05-123-11778	NEw	26	8 North	67 West	Weld

(hereinafter referred to as the "**Remediation Well Sites**").

WHEREAS, the Lands are included in that Paid-Up Oil and Gas Lease dated December 17, 2010 by and between Anheuser-Busch, Incorporated, as Lessor, and Anadarko E&P Company LP, as Lessee, (the "**Lease**") as well as that Surface Use Agreement dated December 17, 2010 by and between Anheuser-Busch, Incorporated, as Owner, and Anadarko E&P Company LP, as Anadarko, which acknowledges Anadarko's reasonable use, access and occupancy of the Lands for operations to be conducted pursuant to the Lease, (as amended on September 5, 2017, the "**SUA**"); and

WHEREAS, Grantee, as successor in interest to Lessee and Anadarko, desires to clarify its rights under the Lease and the SUA to access the Remediation Well Sites;

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for five thousand dollars (\$5,000) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

- I. Subject to the terms of the SUA, Grantor and its assigns or agents shall grant to Grantee the right of ingress and egress from the Lands and the right to construct an access road if deemed necessary by Grantee, along with the right to move a truck-mounted workover rig and all other machinery and equipment necessary or incident to operations with respect to the remediation of the Remediation Well Sites to protect ground water, as required by the COGCC.
- II. This Agreement and the rights granted herein are effective on the date of execution by Grantor and shall continue in full force and effect for **180 days** from the effective date, after which this Agreement shall automatically terminate without any further action by the parties.
- III. If it is determined by Grantee that a new access road will be required:

- i. Grantee shall pay the sum of \$3,000.00 (Three Thousand Dollars) per acre disturbed as consideration for the construction, maintenance, and use of any new access road.
 - ii. Cattle guards or gates will be constructed, if requested by Grantor, at all places where they go through a fence line.
 - iii. Grantor and Grantee shall consult to finalize an access route acceptable to Grantor and Grantee will provide Grantor with an exhibit showing such route.
 - iv. If there is any fill used for access road construction across any drainage, then culverts will be used for the free flow of water through said drainage.
 - v. It is understood that any new access road constructed across the said Lands shall not exceed thirty-five (35') feet in width without the prior written approval of Grantor.
- IV. Grantee agrees to timely repair any material damages, at Grantee's sole cost and expense, to the Lands and Grantor's or Grantor's farm tenant's related property as a direct result of Grantee's operations. In addition, Grantee will pay Grantor the fair market value of any crops that may be damaged as part of Grantee's operations on the Lands.
- V. The existing fences and gates will be kept closed at all times except when opened for passage of traffic.
- VI. Grantor hereby waives the following notices required by the Colorado Oil and Gas Conservation Commission ("COGCC") and any 30-day comment periods attributable thereto:
 - i. COGCC Rule 305.a.(2) Pre-Application Notification to Surface Owner
 - ii. COGCC Rule 305.c.(1) Completeness Determination and Comment Period Notifications/OGLA Notice to Surface Owner
 - iii. COGCC Rule 305.f. Statutory Notice to Surface Owner
 - iv. COGCC Rule 306.a. Consultation and Meeting Procedure for Surface Owners
- VII. This Agreement shall be binding upon the Grantor and Grantee hereto, their heirs, successors and assigns, and shall run with the Lands, subject at all times to the terms of the SUA. Both the Grantor and Grantee may assign this Agreement.
- VIII. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be considered one and the same document.
- IX. If at any time subsequent to the date hereto any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of the other provisions of this Agreement.
- X. The parties acknowledge and agree that this Agreement is entered into for convenience only and to specify certain necessary details with respect to the Grantee's reclamation of the Remediation Well Sites. Accordingly, this Agreement does not amend the terms of the SUA or the Lease in any way. The SUA and the Lease shall continue to govern the relationship of Grantor and Grantee at all times. In the event of any contradiction between the terms of this Agreement or the terms of the SUA, the SUA shall control.

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

GRANTOR:

Anheuser-Busch, LLC

GRANTEE:

Enerplus Resources (USA) Corporation

By:

Name:

Title:

Matt Gilbertson
Matt Gilbertson
VP Corporate Real Estate and Treasury

By:

Name:

Title:

Carla Konopka
Carla Konopka
Lead Manager, US

GRANTOR:

Anheuser-Busch, LLC

By:

Name:

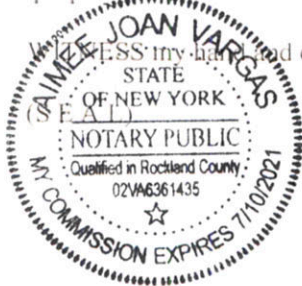
Title:

Thomas Loren
Thomas Loren
Secretary

ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF New York) ss.

On this 9th day of April, 2018, before me, a Notary Public, personally appeared Math Gilbertson, known to me to be the person described in and who executed the within instrument, and acknowledged to me that he executed the same at his free and voluntary act and deed for the uses and purposes therein set forth.



and official seal the day and year first above written.

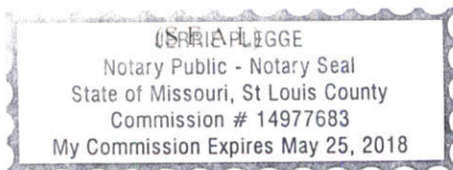
[Signature]
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF Missouri)
City St. Louis) ss.
COUNTY OF DENVER)

On this 13th day of April, 2018, before me, a Notary Public, personally appeared Thomas Larson, a duly Authorized Agent of Anheuser-Busch, LLC, on behalf of the corporation, Secretary

WITNESS my hand and official seal the day and year first above written.



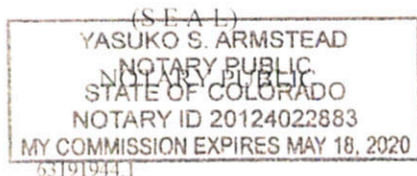
[Signature]
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 5th day of April, 2018, before me, a Notary Public, personally appeared Carla Konopka, a duly Authorized Agent of Enerplus Resources (USA) Corporation, on behalf of the corporation.

WITNESS my hand and official seal the day and year first above written.



[Signature]