

**SURFACE DAMAGE AGREEMENT**

THIS AGREEMENT is made and entered into this 20th day of May 2010 by and between Forristall Ranch, Inc, hereinafter called Grantor and Wiepking-Fullerton Energy, L.L.C., hereinafter called Grantee. For and in consideration of One Thousand & No/100 Dollars (\$1,000.00) for each well the receipt and sufficiency of which is hereby acknowledged. Grantor will receive payment of the \$1,000.00 for each 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 well, including access road, drill site and production facilities, flow lines and tank battery, for the Kerry # 1 and any additional wells located on land described as follows to-wit:

TOWNSHIP 10 SOUTH, RANGE 55 WEST, 6th P.M.  
Section 20: SW1/4

Lincoln 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.

Forristall Ranch, Inc.

  
John Forristall

**ACKNOWLEDGMENT**

STATE OF Colorado )

ss.

COUNTY OF Lincoln )

The foregoing instrument was subscribed and sworn before me this 21<sup>st</sup> day of MAY, 2010, by, John Forristall, of Forristall Ranch, Inc., Grantor.

Witness my hand and official seal:

4-10-2014

My Commission Expires



Notary Public