

**MEMORANDUM OF  
ACCESS AND DAMAGE SETTLEMENT AGREEMENT**

**B & B Farms, Earl J. Berens, Managing Partner, 48525 Hogan Drive, Burlington, CO 80807** ("Grantor"), in consideration of Ten Dollars (\$██████) and other good and valuable consideration to Grantor in hand paid by **KirkPatrick Oil Company, 1001 W Wilshire Blvd # 202 Oklahoma City, OK 73116**, ("Grantee"), the receipt whereof is hereby acknowledged, hereby does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a perpetual easement for the construction, access on, over, and across a well site and road on the following described premises located in the County of Kit Carson, State of Colorado, to wit:

**Township 11 South, Range 44 West, of the 6<sup>th</sup> P.M.**  
**Section 19: NE/4**

Together with full right and authority to Grantee, its successors, licensees, lessees, contractors or assigns, and its and their agents and employees to enter at all times upon said premises to survey, construct, repair, reconstruct, patrol, inspect, improve, and maintain said well site and access said road, together with other appurtenances used or useful in connection therewith over said premises.

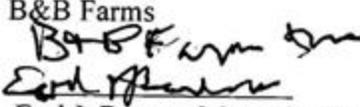
Grantee, its successors, licensees, lessees, contractors or assigns, covenants and agrees, at Grantee's expense, to maintain the Access Easement Premises in good order, condition and repair for the term of this right of way. Grantor agrees not to create, construct, or allow obstructions, including without limitation, buildings, structures, fences, or gates on or over the well site or road(s) which may interfere with the exercise of any of the rights herein granted without express written permission from Grantee.

Lessee shall pay for all actual permanent damages caused by Lessee in its operations hereunder to any buildings, fences, road, culverts, merchantable timber, growing crops, or any other improvements, or to livestock on the lease premises. If Lessor is the surface owner, then Lessee agrees to pay to Lessor \$██████ per well location prior to spudding the well as full and final consideration for any and all damages caused or created by reason of the reasonable and customary ingress, egress, drilling, completion, production and maintenance operations associated with the well and facilities.

The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Signed and delivered this 14th day of June, 2012.

SURFACE OWNERS

B&B Farms  
  
Earl J. Berens, Managing Partner

SURFACE OWNERS

OPERATOR

KIRKPATRICK OIL COMPANY, INC.

By:   
Jeremy R. Fitzpatrick  
Attorney/Land Manager

Address: 1001 W. Wilshire Blvd., #202  
Oklahoma City, OK 73113

STATE OF COLORADO )  
 )  
COUNTY OF KIT CARSON )

This instrument was acknowledged before me this 14th day of June, 2012, by \_\_\_\_\_

Earl J. Berens, Managing Partner of B & B Farms

WITNESS MY HAND AND OFFICIAL SEAL.

Katherine M. Stoiz  
Notary Public

My commission expires: 3-12-14

Katherine M. Stoiz  
Notary Public  
Commission No. 19984004481  
STATE OF COLORADO  
My Commission Expires:  
March 12, 2014

STATE OF Oklahoma )  
~~COLORADO~~ )  
 ) ss.  
COUNTY OF Oklahoma )  
~~DENVER~~ )

On this 19th day of June, 2012, before me, Tracy Bisbee Notary Public, personally appeared Jeremy R. Fitzpatrick Agent and Attorney-in-Fact of Kirkpatrick Oil Company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity, upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Tracy Bisbee  
\_\_\_\_\_  
, Notary Public  
My Commission Expires 7/18/15

