

## SURFACE DAMAGE AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of July 2013 by and between John F. Craig III, hereinafter called Grantor and Wiepking-Fullerton Energy, L.L.C., hereinafter called Grantee. For and in consideration of [REDACTED] [REDACTED] per well the receipt and sufficiency of which is hereby acknowledged. Grantor will receive payment of the \$ [REDACTED] per well prior to entry of the subject lands by Grantee to build the well pad. Grantor does hereby accept as settlement, satisfaction and discharge Grantee for surface damages caused by the drilling, completion and operation for the Albatross-State # 1 well drilled within the lands described herein, including access road, drill site, flow lines and tank battery, for the Albatross-State # 1 well drilled within the lands described as follows to-wit:

TOWNSHIP 9 SOUTH, RANGE 56 WEST, 6th P.M.

Section 36: SW1/4SW1/4

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.

  
John F. Craig III

## ACKNOWLEDGMENT

STATE OF Colorado )

. ss.

COUNTY OF Lincoln )

The foregoing instrument was subscribed and sworn before me this 18th day of JULY, 2013, by, John F. Craig III, Grantor.

Witness my hand and official seal:

4-10-2014  
My Commission Expires

  
Notary Public