

SURFACE WELL SITE LOCATION, SUBSURFACE, ROADWAY, AND PIPELINE EASEMENT AND OPTIONS RELATED THERETO

STATE OF Colorado §
COUNTY La Plata §

KNOW ALL MEN BY THESE PRESENTS:

That **Tony Ray Whittle, Trustee of the Tony Ray Whittle Trust UTA**, whose address is 48 Ptarmigan Lane, Durango, Colorado 81301, for itself and its heirs, trustees, beneficiaries, successors and assigns (collectively "Grantor"), for and in consideration of the sum of One Hundred and no/100 Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, has granted, conveyed, sold, and warranted, and does hereby grant, convey, sell, and warrant unto **Catamount Energy Partners, LLC**, the address of which is 1801 Broadway, Suite 1000 Denver, Colorado 80202 and its affiliates, successors, and assigns (collectively "Grantee") the following easements and options for easements (the "Easements") in, upon, across, through, over, and under the lands as described herein located in La Plata County, Colorado (the "Lands"), and said Easements are more fully described as follows:

- **Surface Location Option:** An option for an exclusive right-of-way and easement to utilize a maximum of **Four (4) acres** in the SE1/4SW1/4 of Section 3, Township 33 North, Range 7 West, N.M.P.M., as indicated in Exhibit "A", attached hereto and being made a part hereof, to survey, construct, use, operate, maintain, and/or repair a location for an oil and gas well site, which may include all equipment reasonably necessary for constructing, drilling, completing, equipping, operating, repairing, and plugging any wells thereon. After drilling and completions operations are completed, the permanent operations area will be reclaimed back to approximately **2 acres**.
- **Subsurface Pass Through Easement Option:** An option for a right-of-way and easement as to all depths below the surface of the W1/2 of Section 3, Township 33 North, Range 7 West, N.M.P.M. and right to use the same for the purposes of drilling wells and installing well bores for oil, gas, and/or other substances; for installing casing, tubing, and other equipment therein; for reworking, recompleting, repairing, side-tracking, plugging, and abandoning such well bores; for gathering information, exploring for, and/or producing oil, gas, and/or other substances. Said Subsurface Pass Through Easement Option shall be exercised if Grantee exercises the above Surface Location Option.
- **Access Roadway:** A right-of-way and easement, as indicated in Exhibit "B", attached hereto and being made a part hereof, **Thirty feet (30')** wide across the Lands including the right to survey, construct, use, operate, maintain, add, and/or repair one or more road segments or extensions to allow Grantee access (ingress and egress) to the Lands, well site, pipelines, Tank Battery or other lands as reasonably necessary for Grantee's operations on or off the Lands. The right-of-way and easement shall run from Highway 151 crossing Sections 3 and 10 to a point where said road or new extension intersects with the Campbell property to the west of the well site location.



The right-of-way and easement associated with the roadway shall be expanded from time to time during any period(s) of construction, well maintenance, reworking, repair or operations that utilize heavy equipment to a width of **Fifty feet (50')** for so long as such use is reasonably necessary for the operations being conducted, and shall revert to the permanent width set forth above upon completion thereof. The permanent width shall be fifteen feet (15') on each side of the center of the existing road or new road, as the case may be. Grantee, its employees, agents, contractors, licensees, and invitees shall have the full and free right and privilege to use said road(s) in any lawful manner, including the transportation of persons, material, supplies, and commodities, but limited to use in furtherance of its oil and gas operations on the Lands and/or other lands adjacent thereto or in the vicinity thereof. Any road(s) constructed or maintained under the terms hereof shall remain the sole and private property of Grantor, subject to the rights, privileges, and benefits granted to Grantee herein, and such roads shall not be considered a public road(s). Grantee will ensure that its employees, agents, contractors, licensees, and invitees are advised that the main entrance gate is to remain closed and locked at all times, except during passage.

- **Pipeline Option:** An option for a right-of-way and easement, as indicated in Exhibits "C1" and "C2", attached hereto and being made a part hereof, **Thirty feet (30')** wide across the Lands to survey, lay, construct, install, operate, inspect, protect, alter, maintain, improve, repair, change the size of, relocate, add, replace, remove, and/or abandon in place one or more pipelines and all valves, fittings, devices for controlling electrolysis and/or cleaning pipeline interiors, and/or other necessary appurtenances above and below ground, including suitable markers to mark the location of the pipeline(s), for the purposes of transportation of oil, gas, petroleum products, and/or any other liquids, gases, or substances which can be transported through pipelines. The right-of-way and easement associated with the pipelines shall be expanded from time to time during any period(s) of construction, maintenance, or repair to a width of **Fifty feet (50')** for so long as such use is reasonably necessary for the operations being conducted, and shall revert to the permanent width set forth above upon completion thereof. Grantee shall install said pipelines at least **Thirty-Six inches (36")** below the surface of the ground at the time of installation, but this limitation shall not apply to any portion of the pipelines or other equipment installed above the surface.
- **Option for Produced Water Tank Battery Easement and Right-of-Way:** An option for a right-of-way and easement, as indicated in Exhibit "D", attached hereto and being made a part hereof, to survey, construct, use, operate, maintain, and/or repair a location for a multiple tank battery site, which may include all equipment necessary for constructing, equipping, operating, repairing, and abandoning such multiple tank battery site.

Without prior, written consent of the Grantee, Grantor shall not construct or permit construction within the boundaries of the above-described Easements. Grantor shall not, nor permit third parties to, change the grade of the land or remove the cover over the Pipeline(s) or excavate on the Easement for same without prior written consent of the Grantee, which consent shall not be



unreasonably withheld, provided same does not present an operational or safety issue for Grantee.

Except as otherwise set forth herein, the consideration paid hereunder includes payment for all damages to the Lands, and Grantor hereby acknowledges that said amounts constitute full and complete settlement for and as a release of all claims for loss, damage, inconvenience or injury to property arising out of the normal operations contemplated hereunder. Grantee shall have the right from time to time to cut or clear trees, brush, and other obstructions on the Lands that might interfere with the operation, access to, or maintenance of the Easements granted herein or any facilities or equipment thereon relating to the rights granted herein.

Except with respect to the surface locations for the well site and the Tank Battery, the rights-of-way and easements granted by this conveyance are non-exclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper; provided, however, that all such conveyances shall be subject to Grantee's rights, and Grantee shall not be unreasonably disturbed in the use and enjoyment of the right granted hereunder.

Grantor does hereby grant unto Grantee, its affiliates, successors and assigns, the right to freely assign or otherwise convey all or part of Grantee's interest in said Easements.

GRANTEE HEREBY INDEMNIFIES AND HOLDS GRANTOR HARMLESS AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) TO THE EXTENT ARISING FROM OR RELATED TO THE NEGLIGENCE OR MISCONDUCT OF GRANTEE OR ITS EMPLOYEES, AGENTS, CONTACTORS, OR INVITEES IN THE COURSE OF THEIR EXERCISE OF RIGHTS GRANTED BY THIS INSTRUMENT, BUT NOT TO THE EXTENT CAUSED BY GRANTOR, OR ITS EMPLOYEES, AGENTS, TRUSTEES, BENEFICIARIES, CONTACTORS, OR INVITEES.

These Easements are subject to that certain Side Letter Agreement dated October 20th, 2013 by and between the parties hereto.

Grantor represents and warrants title to the herein granted Easements unto Grantee, its successors and assigns, and does hereby agree to forever defend all the singular such interests unto Grantee, its affiliates, successors and assigns, against any person whomsoever claiming or to claim the same by, through, or under Grantor, but not otherwise. These Easements and all of the terms, provisions and obligations hereof shall be covenants running with the Lands and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors, heirs, beneficiaries and assigns, as applicable.

Notwithstanding any of the other provisions herein as to termination, these Easements may be terminated individually and/or collectively by Grantee at any time by giving ninety (90) days notice in writing to Grantor of such termination.



In the event Grantee shall be in default or breach of any of the terms of these Easements, Grantor shall give written notice to Grantee of such default or breach. Grantee shall then have ninety (90) days within which to commence to remedy any alleged default.

Any notice provided or permitted to be given in this instrument must be in writing and shall be given by depositing the notice in the United States mail, postage prepaid, certified with return receipt requested, and addressed to the party to be notified. Notice deposited in the mail in the foregoing manner shall be deemed received five (5) days after it is so deposited, excluding Saturdays, Sundays, and postal holidays. Notice given in any other manner shall be effective only if and when actually received by the party to be notified. For purposes of notice, the addresses of the parties shall be as follows until changed as herein provided:

Grantor: Tony Ray Whittle, Trustee of the Tony Ray Whittle Trust
48 Ptarmigan Lane
Durango, CO 81301

Grantee: Catamount Energy Partners, LLC
ATTN: Craig A. Reid, President
1801 Broadway
Suite 1000
Denver, CO 80202

The Easements, as to each, will terminate six (6) months after Grantee no longer uses it/them for the purposes set forth above and Grantee will record a Notice of Termination at such time or times.

This instrument may be executed as one document or in several partially executed counterparts, and the original and counterparts shall be constructed together and shall constitute one instrument. The failure of one or more parties to execute this instrument or a counterpart hereof shall not in any manner affect the validity and binding effect of the same as the parties who execute said instrument. For recordation purposes, Grantee is authorized to detach the signature and acknowledgement pages from one or more counterparts and to attach them for filing with any other executed counterparts.

The options granted herein, shall be for eighteen (18) months from the date this instrument is recorded with the La Plata County Clerk and Recorder. Notice of exercise of any option must be sent as set forth above during the term of the option period. Options may be exercised one by one or all in the aggregate. Exercising any option does not require or imply the exercise of any other option.

Grantor will reasonably grant LPEA an electric easement for and to the above Easements if requested by Grantee or required by any regulation and if appropriate electric capacity is reasonably available.

After cessation of all the use of Easements, all disturbed areas will be reclaimed by the Grantee in accordance with COGCC Rules 1003 and 1004.



In accordance with sections 305.e(7) and 306.a(3) of the Rules of the Colorado Oil and Gas Conservation Commission ("COGCC"), Grantor waives the right to receive the Landowner Notice and the Advance Notice set forth in COGCC Rule 305.e, and Grantor further waives the right to the Drilling Consultation set forth in COGCC Rule 306.a. Landowner acknowledges the receipt from Operator of the information brochure for surface owners described in COGCC Rule 305.e(1)(A). Grantor acknowledges and agrees that Grantee has complied with all notice and consultation requirements of COGCC Rules 305 and 306. Grantor also waives the right to receive notices under the La Plata County code, including, but not limited, to section 90-77 of said code in connection with the matters addressed in this Agreement.

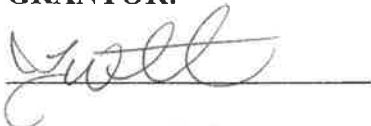
Grantor hereby waives any regulatory setback distances from property lines established by the COGCC and/or La Plata County, as may be applicable.

Either party shall have the right to record this Agreement in the records of La Plata County, Colorado, and shall have the further right, but not obligation, to record from time to time any "as-built" plats that may be drawn approximately depicting and identifying the location of the access roads, pipelines and the drillsite on the lands. Upon recording, each such plat shall be deemed to be an amendment to this Agreement and incorporated herein.

This Agreement is the final agreement between the parties and supersedes any and all prior oral agreements related to the subject matter of this agreement. Except as provided above, this Agreement shall not be amended except in writing signed by both parties.

EXECUTED this ____ day of October, 2013.


GRANTOR:



Tony Ray Whittle, Trustee of the Tony Ray Whittle Trust UTA

GRANTEE:

Catamount Energy Partners, LLC

By: 

Name: Craig A. Reid
Title: President

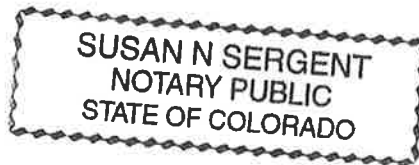
ACKNOWLEDGEMENTS

STATE OF Colorado §
COUNTY OF La Plata §

This instrument was acknowledged before me on this 2nd day of October, 2013, by Tony Ray Whittle, Trustee of the Tony Ray Whittle Trust UTA.

6.24.14
My Commission Expires.

Susan N. Sargent
Notary Public in and for the State of Colorado

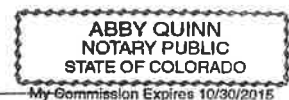


STATE OF Colorado §
COUNTY OF Denver §

This instrument was acknowledged before me on this 4th day of October, 2013, by Craig Reid, as President for Catamount Energy Partners, LLC, on behalf of the company.

10/30/13 10/30/15
My Commission Expires

Abby Quinn
Notary Public in and for the State of Colorado



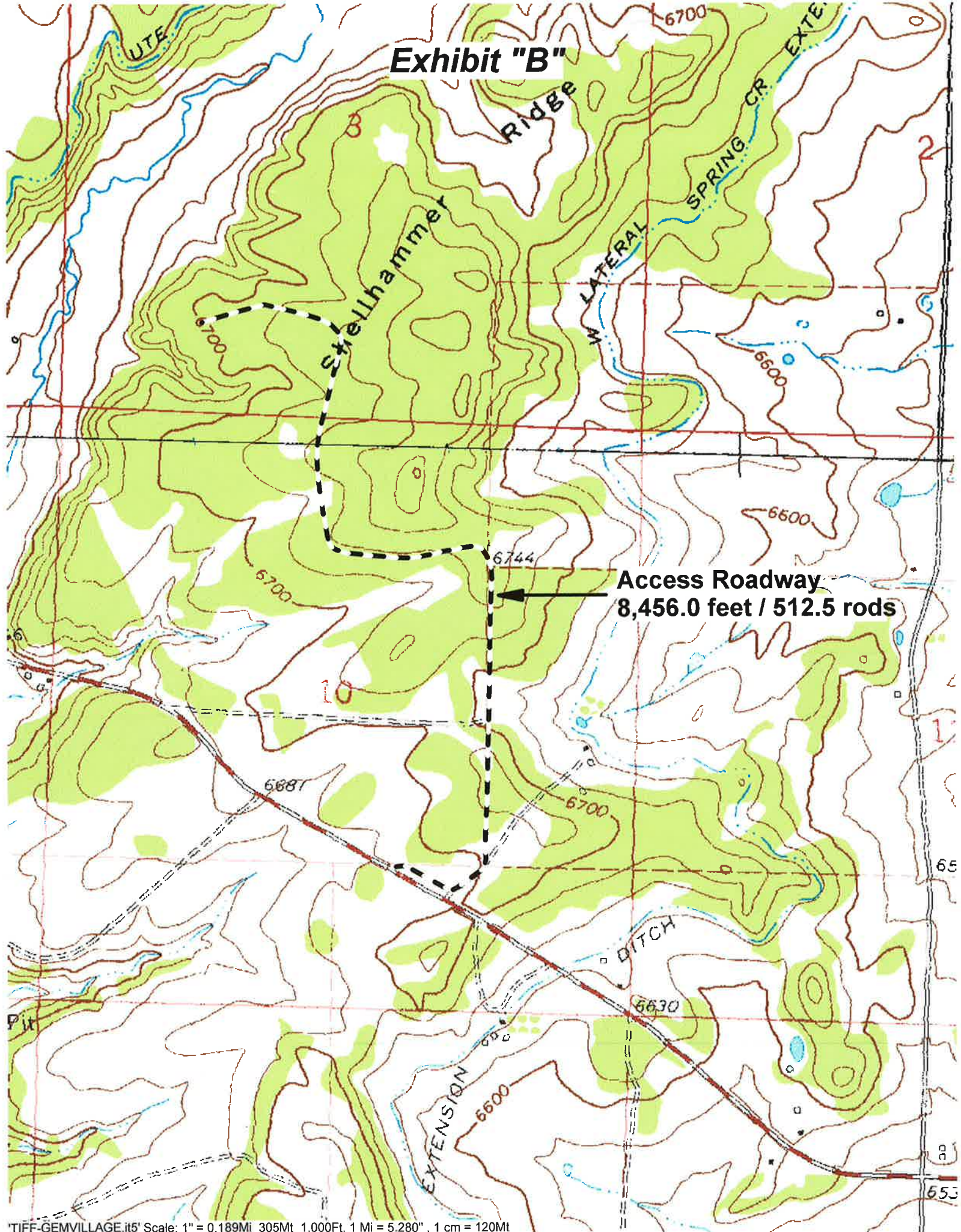
• Surface Location Option - Exhibit "A" •



Disclaimer: The information is provided as is without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall La Plata County be liable for any damages whatsoever including direct, indirect, incidental, consequential, loss of business profits or special damages.

Map Scale
1 inch = 400 feet
9/18/2013

Exhibit "B"



Access Roadway
8,456.0 feet / 512.5 rods

Exhibit "C1"

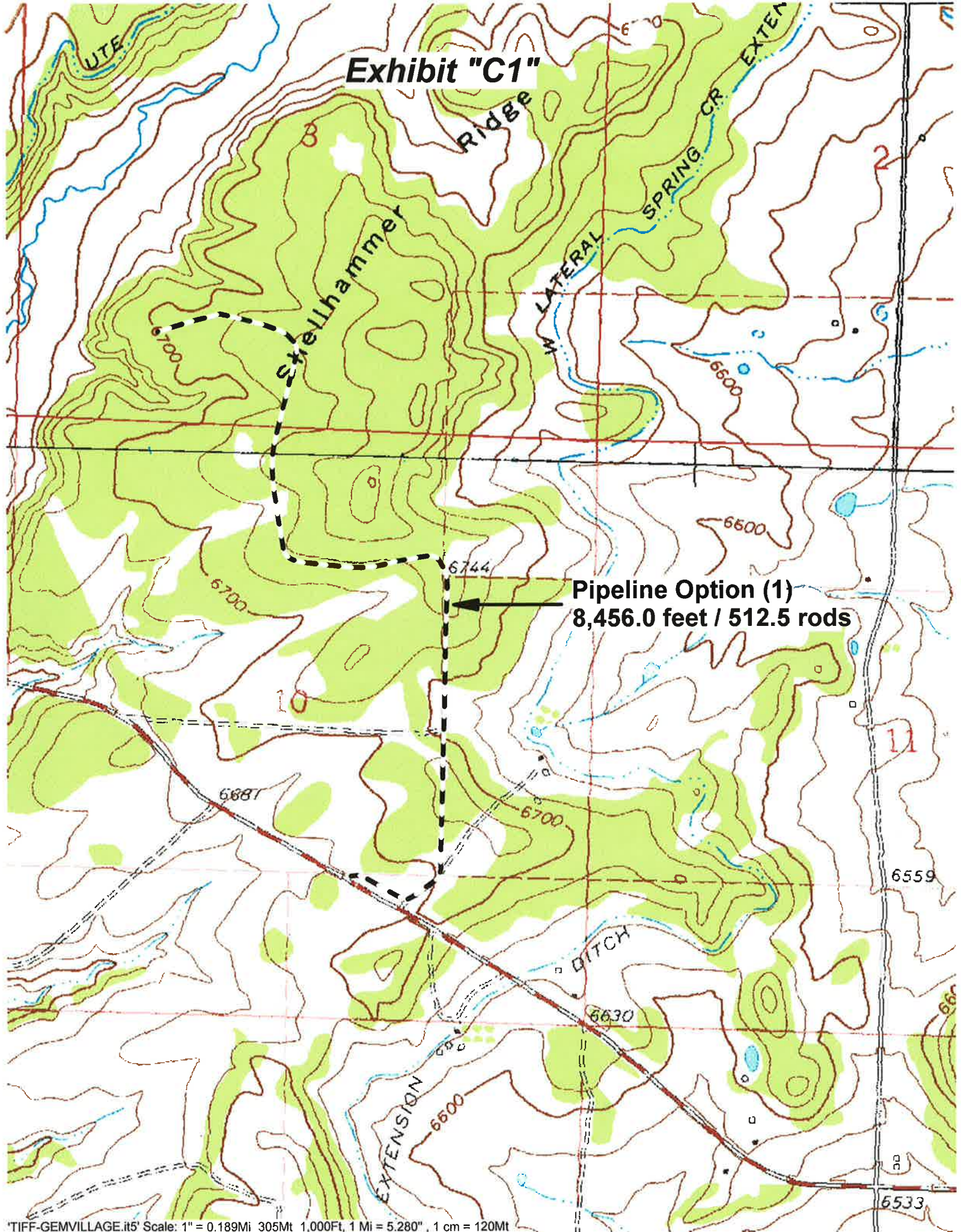
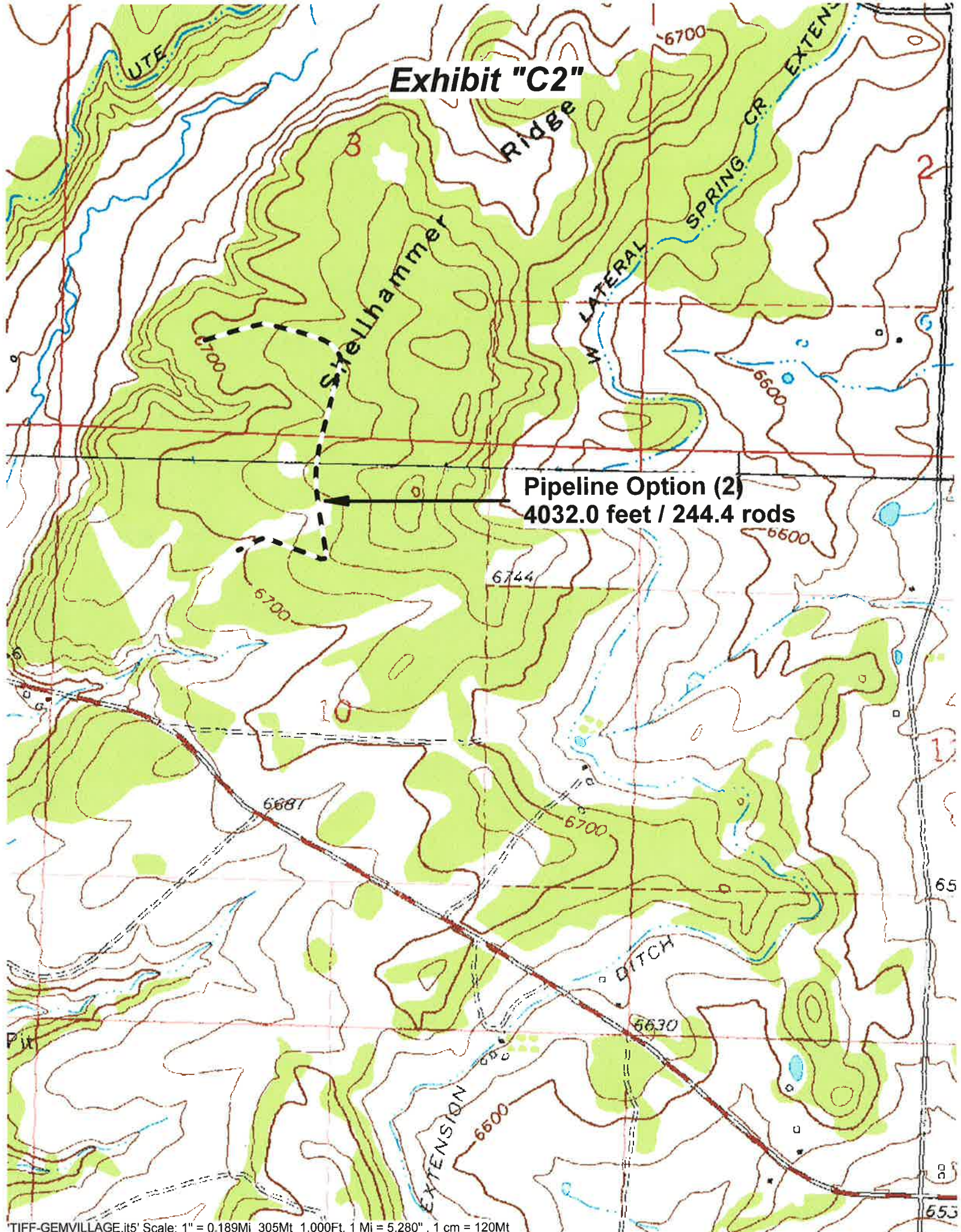


Exhibit "C2"



PRODUCED WATER TANK BATTERY EASEMENT AND RIGHT-OF-WAY

