

ACCESS AGREEMENT FOR GROUNDWATER SAMPLING
AND AUTHORIZATION FOR DATA RELEASE

This Access Agreement for Groundwater Sampling and Authorization for Data Release (the "Agreement") is made as of 1-16-2014, between Augustus Energy Resources LLC ("Company") and JBS Five Rivers Cattle Feeding, LLC ("Grantor") in connection with certain real property and associated water rights located in Yuma County, Colorado.

Recitals:

- A. Grantor is the owner of that certain real property and the associated water rights located in Yuma County, Colorado, as more specifically described in Attachment A hereto (the "Property"), and desires to grant to Company and its employees, representatives, consultants, and agents license and permission to enter upon the Property for the purpose of collecting water samples from existing water wells, and/or adjudicated springs or seeps (the "Waters") for purposes of, among other things, submitting such samples for analysis to evaluate water quality on the Property prior to and after oil and gas drilling.
- B. Grantor authorizes Company to release all data related to the water samples to the Colorado Oil and Gas Conservation Commission or any other regulatory agency for their review and use, which may include posting to publicly available databases.
- C. Company desires that its employees, representatives, consultants and agents enter upon the Property to conduct such activities as is necessary to sample, analyze and evaluate the Waters on the Property.

NOW THEREFORE, in consideration of the mutual promises and covenants hereafter exchanged, and other good and valuable consideration, the parties agree as follows:

Terms:

- 1. Incorporation of Recitals. The Recitals set forth above are incorporated herein by this reference as if set forth in full.
- 2. Authority. Grantor warrants and represents that [he/she/they] own marketable title to the Property and has full right, title and authority and associated water rights to authorize Company to enter onto the Property to perform the collection and sampling of the Waters on the Property and to enter into this Agreement. Grantor further warrants that this Agreement is valid and enforceable.
- 3. Grant of License. Grantor, as owner of the Property, hereby grants to Company and its employees, representatives, consultants, and agents, a nonexclusive irrevocable license and permission to enter onto the Property during the normal business hours of 8:00 a.m. - 5:00 p.m. Monday through Friday when deemed necessary by Company, upon at least twenty-four (24) hours prior notice to Grantor, for the purpose of:
 - (a) collecting samples of the Waters located thereon (including temporarily

locating sampling equipment on such Property), and
(b) mapping the locations of the Waters on the Property (the "License").
Any and all notices to Grantor permitted or required hereunder may be
given in writing, by telephone or by e-mail, to:

Name:
Address:
Telephone:
E-mail:

4. Term. The term of the License shall commence on the date of this Agreement and continue for an additional 5 years.
5. Sampling. Company agrees that, at its expense, shall either self perform or utilize the professional services of the environmental consulting firm, Excell Services LLC and its subcontractors for all collection, testing and analysis of the collected samples.
 - a. Company will contact Grantor to schedule the sampling described in Section 3 above.
 - b. Water samples will be collected from select existing well(s), seep(s), and/or spring(s) for which there is reasonable access.
 - c. A baseline sample will be collected from the selected well(s) and/or spring(s) or seep(s) prior to the commencement of drilling (predrilling sample) and subsequent samples taken between six (6) to twelve (12) months and sixty (60) to seventy-two (72) months. Company shall only sample those Waters from water wells that are properly maintained and equipped with an operating pump and an accessible tap where a water sample can be collected from the well at the surface prior to any water treatment/softener equipment or water heater.
 - d. Water pumped from any water well(s) will be discharged to existing drains or the ground near the accessible tap.
 - e. Water well and/or spring or seep locations will be mapped.
 - f. Water well depths and recharge levels may be estimated.
 - g. A laboratory, which shall be accredited to analyze the samples in Company's reasonable discretion, will be contracted to complete analysis of samples.
6. Results of Sampling.
 - a. Company will provide copies of the analytical results to Grantor within (14) days after receiving it from the environmental consultant. It is anticipated that results of the laboratory analysis may be available approximately six (6) to eight (8) weeks after water samples are collected.

7. Documentation. Company will also collect photographs and information regarding the location of the sampled well(s) and seep(s) or spring(s) on the Property. Grantor agrees to assist Company with identifying the well or seep/spring located on the Property.
8. Restoration. Company shall remove all of its personal property and equipment from the Property prior to the expiration of this Agreement and shall restore the Property to a condition similar to the condition it was in prior to Company's commencement of sampling activities at the Property. Company shall be responsible for the proper management, removal and disposal of any and all materials generated as the result of sampling activities on the Property.
9. Company shall protect, defend, indemnify and hold Grantor harmless from and against any and all claims, demands, costs, expenses, damages and liabilities (reasonable attorney fees including costs and expenses of defending such claims, demands, costs, expenses, damages and liabilities, including all appeals) for any injury to person or damage to real or personal property caused by, resulting from or arising out of any act, omission or neglect of Company or its agents, servants, employees or contractors in connection with Company's use of the Property and rights hereby granted. In addition, Company, for itself and for its predecessors, successors, assigns, representatives, officers, members, heirs, agents and principals hereby fully and totally releases, acquits and forever discharges Grantor (including without limitation, as applicable, any past, present and future officers, directors, employees, agents, representatives, subsidiaries, parent and other affiliates, insurers, predecessors, successors and assigns) from any and all claims, lawsuits, demands, actions, causes of action or claims for relief, rights, damages, liabilities, costs, attorney's fees, expenses and compensation whatsoever relating to Grantor's operation, known and unknown, foreseen and unforeseen, which previously existed or now exist.
10. In the event of any violation or threatened violations of any of the provisions of this instrument, the non-defaulting party shall be entitled forthwith to full and adequate relief by injunction and/or any other available legal and equitable remedies; and the damages and costs of any such violation and all costs and expenses of any suit or proceeding (including reasonable attorneys' fees) shall be paid by the defaulting party.
11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first shown above.

COMPANY:

By: 

Printed Name: Gary Timmer

Print Title: Landman

Date: FEBRUARY 10, 2014

GRANTOR:

By: JBS Five Rivers, LLC

Printed Name: Mike Thoren *Mike Thoren*

Date: 2-10-2014

I, Five Rivers Cattle Feeding, LLC, as owner of the water well(s) referenced herein.

☒ Do ☐ Do Not wish to be present during the sampling.

☐ Do ☒ Do Not wish to have referenced water wells sampled.

> see attached
e-mail

By signing above, I acknowledge that upon receipt of this letter Augustus Energy Resources LLC may proceed with the water well sampling at their discretion.

Gary Timmer

From: Koch, Travis <Travis.Koch@jbssa.com>
Sent: Monday, February 10, 2014 12:43 PM
To: 'Gary Timmer'
Cc: 'Loni Davis'; Hill, Collin; Greenwell, Tracey
Subject: RE: FIVER RIVERS 22-19 2N46W

Gary,
JBS does not need to be present. Both boxes can be marked as such.
Best,
Travis



Travis W. Koch

Associate Counsel
Legal Department
travis.koch@jbssa.com

O: 970-347-5571
C: 307-277-3845
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From: Gary Timmer [mailto:gtimmer@augustusenergy.com]
Sent: Monday, February 10, 2014 11:45 AM
To: Koch, Travis
Cc: 'Loni Davis'; Hill, Collin; Greenwell, Tracey
Subject: RE: FIVER RIVERS 22-19 2N46W

Travis,

We do not necessarily have to have the original document. However, in regards to page 4 of the document I ask that you please clarify for us your intent regarding sampling. You have marked that **JBS wishes to present during the sampling** but you have also marked that **JBS does not wish to have the referenced wells sampled**. Could you re-mark accordingly to the wishes of JBS for us and resend this page please. Thank you.

Gary

Gary L. Timmer
Augustus Energy Resources LLC

gtimmer@augustusenergy.com
Petroleum Landman
(970) 332-3585 (Office)
(970) 630-3456 (Cell)

North
↑

Attachment "A" Five Rivers 22-19 2N46W-Ground Water Sampling

