

SURFACE FACILITY AND WATER DISPOSAL WELL AGREEMENT

This Agreement made this 28th day of May, 2014, by and between Skold Ranch, Inc., c/o Wayne Skold, President (herein called "Owner") and Black Raven Energy, Inc., (herein called "Operator"). In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Scope. Owner is the surface owner of, among other lands, the NW/4 of Section 14, T9N-R46W, Sedgwick County, Colorado (the "Surface"). Operator desires to drill, install, equip and operate a well at a location of NE/4NW/4 of Section 14, T9N-R46W (the "Disposal Well") and locate and operate storage tanks, pumps, a pumping house and related facilities ("Facilities") on the Surface for the disposal of water produced in the operations of Operator within Phillips and Sedgwick Counties, Colorado. The purpose of this Agreement is to grant Operator the right to drill, install, equip and operate the Disposal Well and Facilities, including the disposal of water into the Disposal Well, and to grant an easement across the Surface for the laying of a pipeline to conduct water to the Disposal Well and for ingress to, egress from and across the Surface for all purposes necessary or convenient in connection with the drilling, installation, equipping, operating, and maintenance of the Disposal Well and Facilities.

2. Easement and Surface Use. Owner hereby grants Operator an easement and right of way for a pipeline across the Surface, which pipeline shall commence at the Disposal Well and continue to a point at the boundary of the Surface. The pipeline constructed within this right of way shall be buried at least three (3) feet below the surface. The right of way and Surface use includes all rights necessary to install, construct, maintain, repair and operate the pipeline, including access across the Surface to the Disposal Well and access along the route of the pipeline, and further expressly includes the grant of rights to drill, install, equip, maintain and operate the Disposal Well at the location specified above and to install and operate the Facilities. In addition Owner grants Operator the right and easement for road access across the Surface for ingress and egress to and from the Disposal Well, the Facilities and the Pipeline, and the right to construct such roads as are required for the foregoing.

3. Consent to Disposal. Owner agrees that Operator shall have the right to dispose of water in the Disposal Well as required by Operator in connection with its connection with any operations regarding the lands on which Operator conducts its oil and gas well drilling and producing operations.

4. Compensation. Upon the execution hereof, Operator shall pay Owner \$ 1,200.00 payment for all of the rights and consents granted hereunder. Thereafter, on the anniversary date of this Agreement, Operator shall pay Owner an annual payment of \$ for the continued grant of those rights and consents.

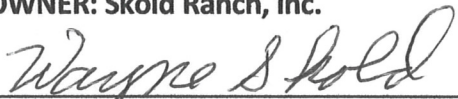
5. Term. This Agreement shall continue in full force and effect for as long as Operator continues to make the annual payments specified in the preceding paragraph. Upon termination of this Agreement, Operator shall have the right, but not the obligation, to remove all pipeline or other personal property buried across the Surface or installed on or in the Disposal Well.

6. Miscellaneous.

- a. Owner represents and warrants that it is the owner of the Surface and has the full right and authority to grant the rights hereunder.
- b. Operator will conduct its operations on the Surface and in connection with the Disposal Well in accordance with all applicable laws, statutes, rules and regulations.
- c. Owner shall not conduct any operations on the Surface so as to unreasonably interfere with Operator's rights hereunder.
- d. This Agreement will be construed in accordance with the laws of the State of Colorado.

In witness whereof, the parties have executed this Agreement the date first above written.

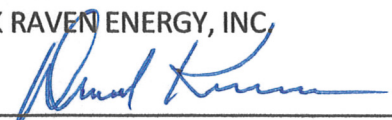
OWNER: Skold Ranch, Inc.



Wayne Skold, President

OPERATOR:

BLACK RAVEN ENERGY, INC.

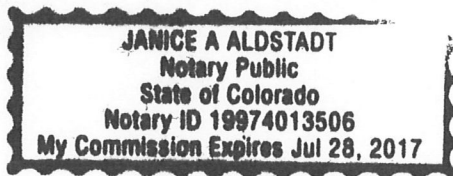
By: 

David L. Kunovic
Vice President of Exploration

STATE OF COLORADO)
) ss.
COUNTY OF SEDGWICK)

The foregoing instrument was subscribed and acknowledged before me this 28th day
of May, 2014, by Wayne Skold, President of Skold Ranch, Inc.

Witness my Hand and Official Seal.

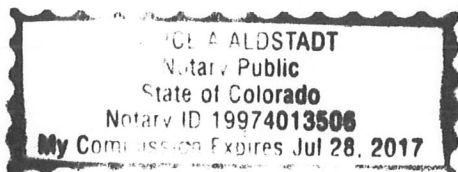


Janice A Aldstadt
Notary Public
My Commission expires: July 28, 2017

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was subscribed and acknowledges before me this 28th day of
May, 2014, by David L. Kunovic, the Vice President of Exploration of Black
Raven Energy, Inc.

Witness my Hand and Official Seal.



Janice A Aldstadt
Notary Public
My Commission expires: July 17, 2017