

SURFACE DAMAGE AGREEMENT

THIS AGREEMENT is entered into between **Mid-Con Energy Operating, LLC.**, 2431 E. 61st Street, Suite 850, Tulsa, Oklahoma 74136 (hereinafter "Mid-Con"), and

Name: Barry J. & Carolyn L. Gerstner

Phone: 719-340-0031 or 719-340-5944

Address: P.O. Box 135

Arapahoe, CO 80802

(hereinafter "Owner"). Mid-Con and Owner may hereinafter be referred to individually as "Party" or collectively as "Parties".

WHEREAS, Mid-Con intends to drill an oil & gas well (HRMU #12) requiring the use of 1.5-2 acres of surface land, on land located approximately 1690 feet from the South line and 2020 feet from the East line of the SE/4 of Section 1, Twn 13S, Rge 43W, Cheyenne County, Colorado (the "Property");

WHEREAS, Owner owns interest in the surface and surface rights in and to the Property;

WHEREAS, Owner represents to Mid-Con that Owner is in possession of the Property, and that Owner has the right and authority to receive compensation for any and all damages and to release Mid-Con from liability with respect to the Property.

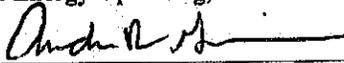
WHEREAS the Parties desire to settle all surface damages relating to Owner's interest in the Property which may result from or arise out of the described operations.

NOW THEREFORE, in consideration of \$ in hand paid, the receipt and sufficiency of which is hereby acknowledged, Owner and Mid-Con agree as follows:

1. Owner hereby releases, discharges and holds harmless Mid-Con and its co-venturers from all usual and customary damages that may be caused by, result from or arise out of Mid-Con's operations on the Property.
2. Mid-Con shall be subject to all applicable laws, rules and regulations relating to the conduct of its oil and gas operations on the Property, including those relating to the use of the surface.
3. This Agreement supersedes and prevails over all prior oral discussions, negotiations or agreements.
4. This Agreement may be amended only by a written contract signed by both Parties hereto and shall be binding on Mid-Con and Owner and their respective heirs, successors and assigns.
5. Mid-Con agrees, if livestock is present, to construct a temporary fence around the reserve pit to keep livestock out of the reserve pit.
6. This Agreement on surface damages includes the laying of initial flow lines, electrical lines and lease roads at an additional \$
7. Mid-Con shall try if at all possible to run any new flow line along the new road. If this is not possible please contact surface owner to discuss requested path.
8. Mid-Con shall try if at all possible to bury any new electric lines. If this is not possible Mid-Con shall pay Owner \$ per electric pole.
9. Any and all additional flow lines after initial well hookup will be paid at \$ per foot.
10. Mid-Con agrees to place temporary fence around to the reserve pit to keep livestock out
11. Mid-Con agrees to contact Owner before the starting operations.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

Mid-Con Energy Operating, LLC.

By: 

Date: 6/3/14

OWNER

By: BGL

By: Carolyn Elertson

SSN #: 509 06 7937

BC

Date: 6-10-14

Date: 6-10-14

SSN #: 523 96 8105

CC