

### Surface Damage and Release Agreement

This Surface Damage and Release Agreement ("Agreement") is made and entered into this 25<sup>th</sup> day of November, 2014 by and between Keith Sagehorn and Diane Sagehorn ("Owner") whose address is 43754 Highway 6, Holyoke, Colorado 80734 and Omimex Petroleum, Inc., whose address is 7950 John T. White Road, Fort Worth, Texas 76120.

Whereas; Omimex represents that it has the right to drill the wells described below (collectively, the "Well") on the lands described as the SW/4 of Section 34, Township 6 North, Range 45 West, 6<sup>th</sup> P.M. (the "Lands") to search, explore, and produce hydrocarbon products pursuant to rights granted to it under a certain oil and gas lease at Phillips County Reception No. 218062 (the "Lease"):

SAGEHORN 12-34-6N-45W

Township 6 North, Range 45 West, 6<sup>th</sup> P.M.

Section 34: NW/4SW/4

SAGEHORN 14-34-6N-45W

Township 6 North, Range 45 West, 6<sup>th</sup> P.M.

Section 34: SE/4SW/4

Whereas; Owner and Omimex wish to memorialize their agreement concerning the payment for damages to the surface of the Lands in connection with the access to and the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Well and all pipelines, associated with the Well and located on the Lands.

Therefore, for and in consideration of the covenants and agreements contained herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Omimex agree as follows:

1. Omimex shall pay Owner the sum of [REDACTED] per well for a total of [REDACTED] ("Damage Amount"). Such payment shall constitute payment in full by Omimex and its affiliates for all normal damages, including but not limited to damages to growing crops, associated with the access to and the drilling, construction, completion, recompletion, reworking, re-entry, production, operation and maintenance of the well. Normal damages include, but are not limited to, reasonable and customary ingress, egress, rights-of-way, construction of all access roads, preparation and use of the drill site area, preparation and use of reserve pits, and construction, installation and maintenance of production equipment and facilities such as flow lines, gas pipelines, separators, and other equipment or facilities necessary or convenient for the production, transportation and sale of oil and/or gas there from.
2. If, by reason of Omimex's operations, there is damage to personal property or injuries to persons or livestock located on the Lands or there is damage to the surface of the Lands caused by negligence of Omimex or an unreasonable use of the surface of the Lands by Omimex that is not associated with reasonable and normal drilling, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Well, including but not limited to damage to structures, fences, culverts, center pivots, water wells and springs and cement ditches, damaged caused by fires, spills, discharges or releases, or damages to growing crops due to drilling, construction, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Well on or after April 15, 2015, excluding the permanent access road and permanent well site as described in paragraph 7(a), such damages shall be repaired or replaced by Omimex or Omimex shall promptly pay Owner for such damage.
3. Owner represents that there is no tenant on the Lands.

junk or refuse to accumulate on the Lands; (d) minimize noise and light consistent with any federal, state, or local regulation for agricultural property, (e) to employ appropriate measures to prevent wind erosion, dust, and loss of soil on the Lands; (f) not to deposit, store or dispose on the Lands any fluids, mud, soil, waste or other substance generated off the Lands, and (g) not to store, release or discharge toxic or hazardous chemicals or wastes, except those necessary to the operation of the well, within Omimex's control.

- e. Omimex's use of the Lands is limited to the Wells and the Access Road only on the Lands. Use of the Lands for the Wells shall be limited to the well head and pumping unit only and no other equipment, well house, separator or related, and provided, further Omimex agrees to install low-profile pumping units that will avoid interference with any center-pivot sprinkler irrigation. Access Roads shall be used solely for (1) ingress and egress for the transportation of vehicles, materials, equipment, personnel and products to and from the Well related to Omimex's drilling, completion, and operation of the Well, and (2) installation and maintenance of gas gathering pipelines, and, electrical and water flow lines associated with the Well only.
  - f. There shall be no oil road surface or hard surfacing of roads nor any permanent roads constructed. All improvements, maintenance and construction shall be at Omimex's sole cost and expense. When this Agreement expires, or if it is otherwise terminated, (a) the gravel or other evidence of the roads shall be removed and the surface reasonably restored to its condition prior to the construction of the roads and as further provided in this Agreement for restoration and reclamation or, (b) at the option of Owner, to be evidenced solely in writing by Owner, some or all of the road may be left. If left Owner accepts the roads in their existing condition and all ownership, responsibility and cost associated with said roads shall immediately vest in Owner.
  - g. A copy of any water samples collected related to the well per COGCC rules and regulation shall be furnished to the Owner per COGCC rules and regulations.
  - h. Any gas gathering pipelines, electrical and water flow lines, installed by Omimex on the Lands shall be buried to a depth of at least forty-eight (48) inches below the surface and shall be contained within the Access Road and site for the Well and be used solely for the Well. If Omimex fails to use any gas gathering pipelines, electrical and water flow lines for a period of excess of thirty-six (36) consecutive months, the line or system, as the case may be shall be deemed abandoned and Omimex shall promptly take all actions necessary or desirable to clean up, mitigate the effects of use, and render the same environmentally safe and fit for abandonment. All such clean up and mitigation shall be performed in compliance with all federal, state, and local laws, rules and regulations. Omimex shall provide Owner with a plat or map show the precise depth, length and location of all gas gathering pipelines, electrical and water flow line connected to the wells within in sixty (60) days after installation.
  - i. Omimex shall not (1) use or have access to any fresh water (existing wells reservoirs, ponds, springs or similar) on or appurtenant to the Lands, (2) cause or allow non-fresh water discharge on the Lands or adjacent lands or (3) have any right to drill any water wells, without prior written consent of the
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automatically renewed, in part or whole, as to each Well, for successive ten year periods by payment of an additional \$3,600.00 per Well on or before the successive ten year renewal date with said right of renewal by Orlimex to continue so long as the Lease continue in full force and effects. However, no termination of this Agreement by Owner, Orlimex or otherwise shall relieve either party of any obligation under this Agreement incurred or occurring prior to and through the date of termination including Orlimex's liability for or obligation to perform any maintenance, reclamation mitigation, corrective action or expenditures required pursuant to common law or any federal, state or local law or regulation. Upon termination of the rights granted under the Agreement, Orlimex shall execute and deliver to Owner, within thirty (30) days after written demand therefor, an acknowledgment that this Agreement has been terminated.

15. This Agreement and the rights of the parties under it shall be governed by and interpreted in accordance with the laws of the State of Colorado, by Phillips County, Colorado district court. In the event of a dispute involving or related to any term or condition of this Agreement, the non-breaching party shall be entitled to recover its reasonable costs and attorney fees, including post-judgment collection costs, in addition to actual damages.

16. All rights granted in this Agreement are limited to the specific grant(s) described in this Agreement and the Owner reserves to itself and its successors and assigns all rights not specifically granted to Orlimex in this Agreement, including the right to grant third parties successive easements and rights-of-way across the Lands, all oil, gas and minerals that Owner presently possesses on and under the Lands, the right to farm, to erect and maintain posts, braces, fences, gates and cattle guards where necessary to protect livestock, graze and otherwise fully use and enjoy the Lands.

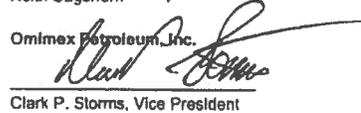
17. In addition to all legal and equitable remedies available to Owner, Owner's remedies for a default or breach by Orlimex of this Agreement shall also include \$500.00 per incident, provided, however, that Orlimex shall have two weeks from receipt of written notification from Owner at Orlimex's office in Fort Worth, Texas of the alleged default or breach to rectify the same prior to paying the [redacted]. If default or breach is rectified in the two weeks then no payment is due.

18. Orlimex agrees to pay prorata that portion of the real property taxes payable to the Phillips County Treasurer for any acreage within the SW/4 of Section 34, Township 6 North, Range 45 West, 6th P.M. used within any given calendar year by Orlimex. If paid by Owner these changes shall be reimbursed by Orlimex upon sixty (60) days written notice by Owner to Orlimex. Such notice shall include a copy of the property tax notice and the calculation of the prorata amount.

IN WITNESS WHEREOF, the parties have set their hands on the date and year written above.

Orlimex:  
  
Keith Sagehorn

  
Diane Sagehorn

Orlimex Petroleum, Inc.  
  
Clark P. Storms, Vice President