

### Surface Damage and Release Agreement

This Surface Damage and Release Agreement ("Agreement") is made and entered into this 1<sup>st</sup> day of November, 2017 by and between Randy Dean Wilkins and Debra Sue Wilkins, Joint Tenants ("Owner") whose address is 2266 County Road 33, Yuma, Colorado 80759 and Omimex Petroleum, Inc., whose address is 7950 John T. White Road, Fort Worth, Texas 76120.

Whereas; Omimex has the right to drill a well ("well") on the lands described below to search, explore and produce hydrocarbon products:

**DRACO 4-20-1-48**

Township 1 North, Range 48 West, 6<sup>th</sup> P.M., Yuma County, Colorado  
Section 20: NW/4NW/4

Yuma County

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, and other facilities or property of Omimex or its affiliates 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 \$3,000.00 ("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, tank batteries, electric lines and any 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 located on the lands or there is damage to the surface of the lands caused by the 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, such as damage to structures, fences, culverts, center pivots and cement ditches, such damage shall be repaired or replaced by Omimex or Omimex shall promptly pay Owner for such damage.

3. Owner warrants that he/she is/are the owner of the entire surface subject to this Agreement and that no one who is not a party to this Agreement is entitled to payment for normal damage to the surface of the lands for which payment has been made pursuant to paragraph numbered 1 above.
4. Except as provided in paragraph 2 above, for cases of unreasonable surface use and/or negligence by Omimex, Owner, for itself and successors and assigns, does hereby, in consideration of the Damage Amount, release, relinquish and discharge Omimex, its affiliates, successors and assigns from all claims, demands, damages and causes of action that Owner may have by reason of the drilling of the well and all other damage or injury to the lands caused by the drilling, completion, recompletion, reworking, re-entry, production, operation and maintenance of the well, and owner accepts the Damage Amount as full compensation.
5. Owner hereby agrees that by its payment of the Damage Amount, Omimex has fully complied with the applicable governmental regulations and statutes, if any, relating to the settlement of the damages contemplated.
6. Owner acknowledges that Omimex's representative has met with and consulted with Owner (or representative) as to the location of the wellsite, access road, flowline, and other associated production facilities and that this Agreement incorporates the results of such meeting(s) and consultation(s).
7. In conducting operations on the Lands, Omimex shall:
  - a. Limit the size of the well site to approximately 300' x 300' during any drilling, completion, recompletion or work-over operations, and the wellsite shall be no more than one quarter (1/4) acre in size during other periods. The access road shall be limited to approximately 30 feet in width during drilling, completion, recompletion and work-over operations. The permanent access road to the wellhead location shall be limited to 15 feet in width.
  - b. Separate the top soil at the time of excavation of pits so that the topsoil and subsurface soil may be placed back in proper order as nearly as possible.
  - c. Reclaim the wellsite as nearly as practicable to its original condition and, if the location is in pasture, reseed the location with native grasses. Weather permitting, reclamation operations shall be completed within three months following drilling and subsequent related operations, unless Omimex and owner mutually agree to postponement because of crop or other considerations.
  - d. Use best efforts to keep the well and battery sites free from weeds and debris.

8. Owner waives the minimum thirty day written notice requirement described in the Notice Letter provided by Omimex to Owner.
9. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties, and may be executed in counterparts to comprise one document.
10. In the event of alleged default by Operator in the payment of any of the sums hereinabove provided to be made, in obligations to be performed, or by either Party regarding any other terms, conditions or covenants of this Agreement, the Party alleging the default will notify other Party, by certified mail, return receipt requested, of the alleged default. The Party receiving the default notice will have 30 business days from receipt of the written notification in which to dispute the default or cure or commence curing the default if the default is of a nature that cannot be cured within 30 days.

Except as otherwise agreed in writing, no waiver by Owner of any breach by the Operator of any of its obligations, agreements or covenants hereunder will be deemed to be a waiver of any subsequent or continuing breach of the same, nor will any forbearance by Owner to seek a remedy for any breach by the Operator be deemed to be a waiver by Owner of its rights or remedies with respect to such breach; however, in no event will Operator be liable for additional payment for reasonably anticipated damages to the Lands caused by Operator's oil and gas operations.

11. Upon completion of any test or dry hole or abandonment of any producing well including roadways and easements thereto, which are situated upon grass or pasture land, the Lessee shall level the location and roadway, reseed the same to grass, and fertilize, mulch and fence the damaged area. Lessee is aware that The Premises is enrolled in the Conservation Reserve Program (CRP), such planting, fertilizing, mulching and fencing shall be done in accordance with the Soil Conservation Service's specification of type of seed, fertilizer, mulch and fencing, including a reseeding on a second or subsequent season, in the event the grass seed fails to germinate and provide an adequate cover crop.
12. Lessor will be compensated or reimbursed for CRP lands that are taken out of the CRP classification due to Lessee's well site, related equipment and roads.

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

Owner:

  
By: Randy Dean Wilkins

  
By: Debra Sue Wilkins

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Operator:  
**Omimex Petroleum, Inc.**

  
Clark P. Storms  
Vice President – Land & Legal