

## SURFACE USE AGREEMENT

This Surface Use Agreement (this "SUA" or this "Agreement") is entered into effective as of December 11, 2014, by and among Kerr-McGee Oil & Gas Onshore LP ("KMG"), BB Resources LLC, Scott Mineral Partners LLC, Lawrence A. Egan, and D & V Minerals, LLC (collectively "Mineral Owners"), and English Farms, Inc. and English Feedlot 2, LLC (collectively "Surface Owners"). KMG, each Mineral Owner and each Surface Owner may also be referred to as a "Party."

### RECITALS

WHEREAS, English Farms, Inc. and Noble Energy, Inc. ("Noble") entered into a Surface Use Agreement (the "Prior SUA") dated September 14, 2012, a Memorandum of which was recorded on October 11, 2012, at Reception No. 3880035 in the records of the Clerk and Recorder of Weld County, Colorado covering Section 8: NE/4, NE/4, Township 1 North, Range 65 West, 6<sup>th</sup> P.M.; and

WHEREAS, KMG has acquired Noble's interest in the lands subject to the Prior SUA and is the successor-in-interest to Noble under the Agreement; and

WHEREAS, contemporaneously with the execution of this SUA, KMG and English Farms, Inc. have entered into that certain First Amendment to Surface Use Agreement, which provides that the Prior SUA applies only with respect to the location of the well, facilities and access for English Farms XX-08-72HN Well; and

WHEREAS, the parties hereto wish to define and set forth their agreements regarding operations on the following lands (which includes the lands subject to the Prior SUA):

Any lands owned by Surface Owners (but not others) in the following:

Township 1 North, Range 65 West, 6<sup>th</sup> P.M.

Section 8: S/2 and NE/4

Section 9: NW/4, and that part of the SW/4 lying west of the Beebe Canal

Also identified as parcel no(s) 147308000012, 147309000004, and 147308300011

The above-described lands are hereinafter referred to as the "Lands."

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration the sufficiency of which is acknowledged by all parties to this SUA, the Parties agree as follows:

1. KMG's conduct of operations on the Lands (which are also defined as the "leased premises" in that certain Paid Up Oil and Gas Lease dated March 1, 2012, between Hudson Minerals LLC and D & V Minerals, LLC and Noble) shall be subject to the following provisions:

- a. KMG shall confer with Surface Owners about well pad locations (including wells and all surface equipment and tank batteries). As reasonably practicable, well pads and associated equipment will be located outside the drilling windows established in Colorado Oil and Gas Conservation Commission Rule 318A.a. and toward the corners of any given government quarter section to minimize impacts to existing feedlot and agricultural operations. Necessary waivers for such locations will be provided by Surface Owners at KMG's request, provided that reasonable accommodation will be provided for Surface Owners' agricultural operation and pivot sprinkler system. If Surface Owners do not provide the necessary waivers after KMG has complied with the prior sentence, well pads may be located inside of the drilling windows.
- b. KMG shall perform all reclamation in accordance with the rules and regulations of the Colorado Oil and Gas Conservation Commission ("COGCC"), unless a variance is granted by the COGCC upon the request of Surface Owners.
- c. KMG may also occupy a reclaimed well pad location for subsequent operations, which operations shall also be subject to this SUA.
- d. No well may be drilled on the Lands unless any of English Farms, Inc., English Feedlot 2, LLC, D&V Minerals, LLC, or their successors or assigns have a mineral interest in the production from such well without Surface Owners' prior written consent, which may be withheld in Surface Owners' sole discretion.

2. Compensation for Operations; Release of All Claims. KMG shall pay to Surface Owners the sum set forth in that certain Agreement Regarding Compensation between Surface Owners and KMG entered into contemporaneously with this Agreement, and said Agreement Regarding Compensation shall control in the event of any inconsistency between this Agreement and the Agreement Regarding Compensation.

3. Road Construction and Use.

- a. KMG may construct roads on the Lands to the extent necessary for its operations and other activities conducted pursuant to the Lease, subject to the conditions described below.
  - i. KMG shall confer with Surface Owners regarding the location of any new road and shall make reasonable efforts to accommodate Surface Owners' requests.
  - ii. In connection with any such new road, KMG shall maintain and make any necessary repairs to such road at its sole cost and expense to the extent necessary for KMG to conduct its operations.
  - iii. New roads shall not exceed fifty feet (50') in width during the construction phase and shall be limited to twenty feet (20') in width for the actually traveled roadbed.

- iv. Any portion of the Lands that is disturbed during construction of a road and that is not included in the road shall be reclaimed within ninety (90) days after the cessation of active drilling and completion operations on the Lands.
  - v. The surface of all roadways shall be made of compacted gravel and shall comply with all regulations or laws applicable to such roadways.
  - vi. KMG shall control dust from all roadways through the application of an appropriate dust suppressant during times of heavy traffic such as drilling, completion or rework operations.
  - vii. KMG and Surface Owners agree that once surface development begins, KMG and Surface Owners will consult with each other and agree on how roads used for oil and gas activities will be merged with roads within the development. Surface Owners or future developers of the Lands will be responsible for costs for any shared roads that require upgraded material for transitions from standard oil and gas roads (*i.e.*, streets, aprons, sidewalks, *etc.*).
  - viii. Surface Owners shall have the right to relocate any roads solely at Surface Owner's cost and expense so long as KMG has convenient and uninterrupted access to its operations.
- b. If requested by Surface Owners, access to the Lands from any public road shall be controlled by a swinging metal gate in addition to a cattle guard.
  - c. Culverts shall be used for proper drainage as is necessary.
  - d. With the exception of emergency situations, KMG shall restrict travel to roads and operations areas. Any off-road use permitted herein shall be reasonably necessary to address and correct such emergency.
  - e. The use and construction of roads by KMG on the Lands is a non-exclusive use, and Surface Owners may allow other parties to use said roads, provided however that KMG shall have convenient and uninterrupted use of said roads and shall not be obligated to repair road damage caused by use by third parties.
  - f. Surface Owners may lock gates across its private roads, provided that KMG shall be given a set of keys for Surface Owners' locks and shall have the right to place its own locks on such gates.
  - g. Subject to the provisions of (e) above, KMG shall maintain and repair existing and newly constructed roads used by KMG to the extent necessary for KMG's needs and to the reasonable satisfaction of Surface Owners. KMG shall not be responsible to repair, maintain, or construct roads for Surface Owners' separate uses.
  - h. KMG shall not use roads on the Lands to access lands not subject to the Parties' Lease without a separately negotiated agreement.

4. New Pipelines. Any new pipelines constructed by KMG on the Lands shall be constructed and maintained to the following specifications:

- a. Surface Owners shall approve all pipeline locations so as to avoid interference with Surface Owners' existing or planned operations, which consent shall not be unreasonably withheld.
- b. The top of each pipeline shall be buried at least forty-eight inches (48") below the surface of the ground.
- c. KMG shall be responsible for backfilling, repacking, reseeding, and recontouring the surface as near as reasonably possible to the condition of the surface prior to KMG's operations. If pipeline trenches settle so as to unreasonably interfere with Surface Owners' existing uses of the Lands, upon request by Surface Owners, KMG shall fill in, repack, and level such trenches.
- d. KMG shall provide Surface Owners with a plat showing the "as built" length and location of all new pipelines installed by KMG promptly after their installation.
- e. Surface Owners reserve the right to occupy, use, and cultivate the Lands affected by such pipelines, and to grant such rights to others, so long as such use does not interfere with KMG's operations. No structures may be built by Surface Owners within fifteen feet (15') of any pipeline.
- f. The pipelines allowed by this Agreement are limited to those flowlines and gathering system pipelines used in connection with wells drilled on the Lands. The installation and use of pipelines serving lands other than those owned by Surface Owners or pooled with such lands shall be by separate agreement to be negotiated by Surface Owners and KMG.
- g. If KMG fails to use any pipeline for a period in excess of twenty-four (24) consecutive months, the pipeline shall be deemed abandoned and KMG shall promptly take all actions necessary or desirable to clean up and remove the above-ground portion of the pipeline, or render the pipeline environmentally safe and fit for abandonment in place. All such cleanup and mitigation shall be performed in compliance with all applicable federal, state, and local laws and regulations.

5. Power Lines. Any buried or overhead power lines constructed on the Lands shall be constructed and maintained to the following specifications:

- a. KMG will consult with Surface Owners and with the power company supplying power to KMG with respect to the location of overhead power lines prior to construction, and KMG shall make reasonable efforts to accommodate Surface Owner's requests before any power lines are installed. To the maximum extent reasonably possible, overhead power lines will be constructed along the access road right-of-way, if one exists, or along fence lines or property lines. Unless requested by Surface Owner, no overhead power line will be located where it will interfere with Surface Owner's existing irrigation systems.

- b. Subject to compliance with any guidelines and policies of the power provider, within two months after a well has been placed on production, all power lines constructed by or for KMG downstream of the power company's meters shall be buried, and all power line trenches shall be fully reclaimed and reseeded to the reasonable satisfaction of Surface Owners. Buried power lines shall be installed at least forty-eight inches (48") below the surface of the ground.
- c. KMG agrees that it will not construct overhead power lines that will interfere with irrigation in those portions of the Lands which are being irrigated or cultivated or which may, in the future, be irrigated or cultivated or which are fallow as part of a crop rotation or management program.

6. Fences and Reclamation. KMG shall install fences around its operations as required by the rules of the COGCC. KMG shall reclaim and restore all areas disturbed by KMG's operations as near as reasonably practical to their original condition as required by the rules of the COGCC and in no event later than one hundred eighty (180) days after termination of activities at the site or right-of-way, subject to weather conditions, the availability of equipment and obtaining the necessary permits. KMG agrees to notify and consult with Surface Owners prior to cutting or damaging any fences, cattle guards, or other improvements of Surface Owners. All areas disturbed by KMG's operations and activities will be reseeded unless otherwise agreed by Surface Owners.

7. Operations. Subject to Paragraph 8 below, KMG agrees to keep the roads, operations areas and facilities locations, and other areas utilized for its operations and other activities conducted pursuant to the Lease and this Agreement, free from weeds, debris and litter and will properly maintain such areas in such a manner as to minimize interference with the Surface Owners' normal use of contiguous lands. In addition:

- a. All cattle guards and fences installed by KMG shall be kept reasonably clean and in good repair and will become the property of Surface Owners when the oil and gas lease covering that portion of the Lands terminates.
- b. KMG shall use reasonable commercial efforts to prevent the release or discharge of any toxic or hazardous chemicals or wastes on the Lands. Should any release or discharge of any toxic or hazardous chemicals or wastes occur on the Lands, KMG shall report and notify the Surface Owner of such a release or discharge in accordance with all state and local rules and regulations, and shall immediately make reasonable efforts to remove and completely clean up such discharge.
- c. KMG shall remove only the minimum amount of vegetation necessary for the construction of roads, well locations, and other facilities. Topsoil shall be conserved during excavation, stockpiled and reused as cover on disturbed areas to facilitate regrowth of vegetation.
- d. All surface facilities shall be as low profile as is reasonably possible (but, in any event, no higher than the facilities which are on the Lands as of the effective date of this Agreement, unless then-applicable laws or regulations make it impracticable for KMG to comply) and shall be painted to blend with the natural

color of the landscape unless a different color is required to comply with applicable laws or regulations.

- e. No living quarters shall be constructed upon the Lands, except that drilling crews and geologists or service personnel may use temporary "dog houses" during drilling, completion, or reworking activities.
- f. KMG shall not fence any access roads without the prior consent of Surface Owners, unless KMG is required to do so under applicable laws or regulations.
- g. KMG and its employees, agents, and contractors shall make reasonable efforts to leave all gates located on the Lands as they found them; gates found closed are to be closed; gates found open are to be left open.
- h. None of KMG's employees, agents, or contractors, or any other person under the direction or control of KMG shall be permitted to carry firearms or any other weapon on the Lands, and such persons shall not hunt, fish, or engage in recreational activities on the Lands. No dogs will be permitted on the Lands at any time. KMG will notify all of its contractors, agents, and employees that no dogs, firearms, weapons, hunting, fishing, or recreational activities will be allowed on the Lands. None of KMG's employees, agents, or contractors, or any other persons under the direction or control of KMG, shall possess or be under the influence of alcohol or illegal drugs while on the Lands.
- i. KMG shall conduct operations and activities on the Lands in accordance with all existing local, state, and federal laws, rules, and regulations.
- j. Excluding well flaring deemed necessary for operations by KMG, no open fires shall be permitted on the Lands. KMG shall take all reasonable steps to prevent fire and to promptly extinguish fire, and shall comply with applicable state and local regulations concerning fire and emergency response plans, equipment, and response. KMG shall fully and promptly compensate Surface Owners for all damages caused by fire arising out of KMG's operations, including, without limitation, any charges incurred by Surface Owners for fire suppression and the replacement of fences and other property damaged or destroyed by fire.

8. Notice and Right to Cure. In the event Surface Owners or Mineral Owners contend that KMG is not complying with or has violated any provision of this Agreement, the complaining Party shall promptly notify KMG of the alleged non-compliance or violation, and shall provide specific facts, such as time, place, and the circumstances giving rise to the alleged non-compliance or violation. KMG shall have thirty (30) days to cure the claimed default, commence action to cure the claimed default if thirty (30) days is not sufficient to cure the same, or deny the existence of the claimed default. If KMG commences action to cure the claimed default and thirty (30) days is not sufficient to cure the same, KMG shall diligently pursue such action until the default is cured to the reasonable satisfaction of the complaining Party(ies) for a period not to exceed 90 days. No mediation or arbitration shall be initiated by the complaining Party(ies) for damages, forfeiture or cancellation with respect to any claimed default by KMG hereunder during such thirty (30) day period (or longer if KMG has commenced action to cure the claimed default). If the matter is arbitrated in accordance with the Dispute Resolution

provisions of Paragraph 18 below, such determination shall be final and not subject to any appeal by the Parties.

9. Water.

- a. Without prior written approval of Surface Owners, which approval shall be in the sole and absolute discretion of Surface Owners, KMG shall not use any water from any water well or other source on or under the Lands. KMG shall not disturb, interfere with, fill, or block any creek, reservoir, spring, or other source of water on the Lands. In the event KMG wishes to drill a water well on the Lands, it shall obtain Surface Owners' prior written consent, which consent may be withheld in the sole and absolute discretion of Surface Owners. If such a water well is then drilled and completed, Surface Owners shall have the option of retaining said well for their use upon completion of all of KMG's Operations and other activities hereunder.
- b. KMG shall comply with COGCC rules regarding surface casing for aquifer protection. Specifically, KMG will set surface casing from the surface to depth that is not less than fifty feet (50') below the base of the Fox Hills transition zone. KMG will also comply with all other applicable rules and regulations with respect to protection of drinking water aquifers promulgated by any governmental agency with authority to protect drinking water aquifers.

10. Indemnity.

- a. No Party shall be liable for, or be required to pay for, special, punitive, exemplary, incidental, consequential or indirect damages to any other Party for activities undertaken within the scope of this Agreement.
- b. Except for claims arising out of pollution or environmental damage (which claims are governed by Paragraph 11 below) or out of other provisions of this Agreement (which claims shall be governed by the terms of this Agreement), each Party shall be and remain responsible for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other costs associated therewith, arising out of or connected with each such Party's ownership or operations or activities on the Lands, no matter when or by whom asserted, subject to applicable statutes of limitations (all of the aforesaid herein referred to collectively as "Claims"). Each Party shall release, defend, indemnify and hold the other Parties, their officers, directors, employees, agents and contractors, successors and assigns, harmless against all such Claims. This provision does not, and shall not be construed to, create any rights in persons or entities not a Party to this Agreement, nor does it create any separate rights in Parties to this Agreement other than the right to be indemnified for Claims as provided herein.
- c. Upon the assignment or conveyance of a Party's entire interest in the Lands, that Party shall be released from its indemnification provided above, for all actions or

occurrences happening after such assignment or conveyance but not for any actions or occurrences happening before such assignment or conveyance.

11. Environmental Indemnity. The provisions of Paragraphs 10.b. and 10.c. above shall not apply to any environmental matters, which shall be governed exclusively by the following:

- a. "Environmental Claims" shall mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on the Lands, and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to any Claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any Party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party.
- b. "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order of any governmental authorities, which relate to or otherwise impose liability, obligations, or standards with respect to pollution or the protection of the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 *et seq.*), the Clean Water Act (33 U.S.C. §§ 466 *et seq.*), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 *et seq.*), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601-262).
- c. KMG shall indemnify and hold harmless Surface Owners and Mineral Owners, and their successors and assigns, from Environmental Claims relating to KMG's oil and gas leasehold under the Lands or that arise out of its operations on the Lands. Surface Owners and Mineral Owners shall defend, indemnify and hold harmless KMG from Environmental Claims relating to the Lands that arise out of their ownership, operations or development of the Lands.

12. Exclusion from Indemnities. The indemnities of the Parties herein shall not cover or include any amounts which the indemnified Party is actually reimbursed by any third party. The indemnities in this Agreement shall not relieve any Party from any obligations to third parties.

13. Notice of Claim for Indemnification. If a Claim is asserted against a Party for which the other Party would be liable under the provisions of Paragraphs 10 or 11 above, it is a condition precedent to the indemnifying Party's obligations hereunder that the indemnified Party give the indemnifying Party written notice of such Claim setting forth all particulars of the Claim, as known by the indemnified Party, including a copy of the Claim (if it is a written Claim). The indemnified Party shall make a good faith effort to notify the indemnifying Party within fifteen (15) days of receipt of a Claim and shall affect such notice in all events within such time as will allow the indemnifying Party to defend against such Claim.



14. Limitation on Rights. The Lands may not be used in connection with activities or operations on other premises not owned or pooled with the Lands owned by Surface Owners without Surface Owners' written consent.

15. Produced Water. Unless otherwise required by law, with respect to any water produced from wells drilled on the Lands in connection with the production of oil, gas, or other hydrocarbons, KMG agrees to reinject produced water or haul the same away from the Lands and properly dispose of such produced water off the Lands. KMG shall not construct evaporation pits for produced water, but may have a small "emergency pit" during drilling, completion, or reworking operations for produced water purposes.

16. Notification. Any notice required or permitted to be given hereunder shall be deemed to be delivered when deposited in the U.S. Mail, postage prepaid, certified with return receipt requested, or registered mail, addressed to the Party to which it is intended at the address set forth below for such Party:

If to Mineral Owners:

BB Resources LLC  
c/o Mark Bush  
3165 10<sup>th</sup> Street  
Boulder, CO 80304

Scott Mineral Partners LLC  
c/o Sally W. Scott  
1705 View Point Road  
Boulder, CO 80305

Lawrence A. Egan  
P.O. Box 4678  
Englewood, CO 80155

D & V Minerals, LLC  
c/o Doug English  
14111 County Road 2  
Wiggins, CO 80654-8703

If to KMG:

Kerr-McGee Oil & Gas Onshore LP  
1099 18th Street, Ste. 1800  
Denver, CO 80202  
Attn: Surface Land Manager Wattenberg

If to Surface Owners:

English Farms, Inc.  
English Feedlot 2, LLC  
c/o Doug English  
14111 County Road 2  
Wiggins, CO 80654-8703

17. Subordination. KMG, Mineral Owners and Surface Owners agree to cooperate in any reasonable way with each other, their successors and assigns, to secure subordinations of any encumbrances placed of record upon the Lands prior to the execution of this SUA.

18. Dispute Resolution. In the event of any dispute, disagreement or controversy arising out of, relating to or connected with this SUA or the Parties' Lease, including but not limited to the Claims, the Environmental Claims, claims for compensation or damages, the location of any well, surface sites or facilities, access roads, power lines and pipelines, KMG, Mineral Owners, and Surface Owners shall use reasonable, good faith efforts to settle such dispute or claim through negotiations with each other. If such negotiations fail to produce a mutually acceptable resolution to the matter in dispute, the Parties will submit the same to non-binding mediation before a sole mediator. The mediation will be conducted by the Judicial Arbiter Group, Inc., 1601 Blake St, Suite 400, Denver, CO 80202 ("JAG"). The matter in dispute will be submitted to mediation within fifteen (15) days of a written demand for mediation from one Party to the other. If the mediation is not successful, the matter in dispute shall be submitted for final and binding arbitration by the same mediator to be held no later than thirty (30) days after the conclusion of the mediation, as signified by a written notice from the mediator that mediation has terminated. Within five (5) days of the date of the mediator's notice, any Party desiring arbitration shall concisely state the matter(s) in dispute, the position of the Party with respect to such matter(s) and the Party's proposed resolution of the same.

- a. During any negotiations conducted pursuant to this SUA, the Parties will keep and maintain a record of all issues upon which agreement has been reached. To narrow and focus the issues that may need to be resolved in an arbitration proceeding, each of the submittals by the Parties shall include all points that have been agreed to by the Parties during their negotiations.
- b. Any arbitration proceeding shall be conducted in accordance with the Uniform Arbitration Act found at C.R.S. §13-22-201 *et seq.* (or a successor statute). The purpose of the arbitrator's role is to produce a final decision of any matter submitted for arbitration to which the Parties' herein agree to be bound. The place of arbitration shall be at the offices of JAG in Denver, Colorado.
- c. The JAG mediator/arbitrator shall, ideally, be possessed of demonstrated experience in matters pertaining to the law of oil and gas development, and, at a minimum, Colorado law of real property governing the use and enjoyment of surface and subsurface estates. If the Parties cannot reach agreement on the choice of JAG mediator/arbitrator within ten (10) days of the original demand for arbitration (or such other time as may be agreed to by the Parties), they shall abide by the assignment of JAG mediator/arbitrator made by the JAG Administrator.

- d. If either the existing Lease or any new Lease is still in effect as a result of any award in arbitration, the award will provide KMG operations areas that meet the criteria provided for in Sections 1 and 2 of this Agreement taking into account the objections, if any, of Surface Owners to the locations originally proposed by KMG.
- e. For any matter requiring judicial resolution in connection with the arbitration, including the enforcement of any award, enforcement of this agreement to arbitrate, or injunctive relief to preserve the status quo pending arbitration, the Parties agree to the exclusive jurisdiction of the State District Court of the City and County of Denver, Colorado.
- f. The Parties shall share equally in the cost of retaining the services of JAG for any mediation or arbitration conducted hereunder, and each shall be solely responsible for its own costs and expenses of preparing for and pursuing any mediation or arbitration, and for converting any arbitration award into a judgment.

19. Effective Date and Term. The provisions of this SUA shall become effective as of the effective date and shall remain in full force and effect until KMG's leasehold estate expires or is terminated, and KMG has plugged and abandoned the well(s) and conducted reclamation in accordance with this SUA and applicable COGCC rules and regulations, except that any release, discharge or indemnity from and against liability contained herein shall survive the expiration of this SUA.

20. Successors and Assigns. When KMG is used in this SUA, it shall also mean the successors and assigns of KMG, as well as its employees and officers, agents, affiliates, contractors, subcontractors and/or purchasers. This SUA shall be binding upon and inure to the benefit of the heirs, successors and assigns of Mineral Owners, Surface Owners, and KMG and may be executed in counterparts.

21. Governing Law/Venue. This SUA shall be interpreted according to the laws of the State of Colorado.

22. Written Modifications/Notices. This SUA may only be amended in a writing signed by KMG, Mineral Owners and Surface Owners. All notices to any Party shall be in writing addressed to the Parties at the address first set forth above.

23. Recording. KMG shall record this SUA in the records of the clerk and recorder of the county in which the Lands are located, and shall provide Mineral Owners and Surface Owners with a recorded copy.

AGREED TO AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

**MINERAL OWNERS:**

BB RESOURCES LLC

**MINERAL OWNERS:**

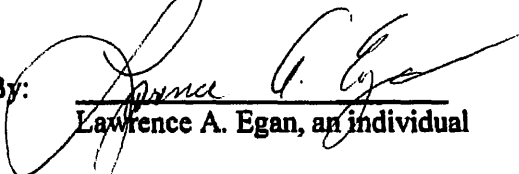
**BB RESOURCES LLC**

By: \_\_\_\_\_  
Mark W. Bush, Manager

**SCOTT MINERAL PARTNERS LLC**

By: \_\_\_\_\_  
Douglas D. Scott, Manager

**LAWRENCE A. EGAN**

By:  \_\_\_\_\_  
Lawrence A. Egan, an individual

**D & V MINERALS, LLC,**  
a Colorado limited liability company

By: \_\_\_\_\_  
Douglas E. English, Manager

**KERR-MCGEE OIL & GAS ONSHORE LP**

By: \_\_\_\_\_  
Ronald H. Olsen, Attorney-In-Fact

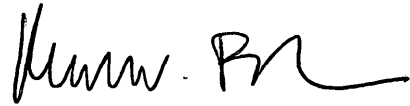
**SURFACE OWNERS**

**English Farms, Inc.**

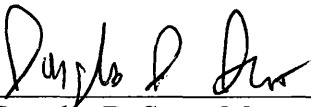
By: \_\_\_\_\_  
Douglas E. English, President

**MINERAL OWNERS:**

BB RESOURCES LLC

By:   
Mark W. Bush, Manager

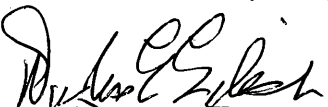
SCOTT MINERAL PARTNERS LLC

By:   
Douglas D. Scott, Manager

LAWRENCE A. EGAN

By: \_\_\_\_\_  
Lawrence A. Egan, an individual

D & V MINERALS, LLC,  
a Colorado limited liability company

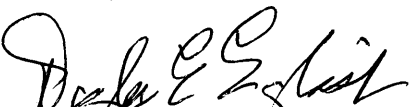
By:   
Douglas E. English, Manager

**KERR-MCGEE OIL & GAS ONSHORE LP**

By: \_\_\_\_\_  
Ronald H. Olsen, Attorney-In-Fact

**SURFACE OWNERS**

English Farms, Inc.

By:   
Douglas E. English, President

**MINERAL OWNERS:**

BB RESOURCES LLC

By: \_\_\_\_\_  
Mark W. Bush, Manager

SCOTT MINERAL PARTNERS LLC

By: \_\_\_\_\_  
Douglas D. Scott, Manager

LAWRENCE A. EGAN

By: \_\_\_\_\_  
Lawrence A. Egan, an individual

D & V MINERALS, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
Douglas E. English, Manager

**KERR-MCGEE OIL & GAS ONSHORE LP**

By:  \_\_\_\_\_  
Ronald H. Olsen, Attorney-In-Fact

*LL*  
*RHO*

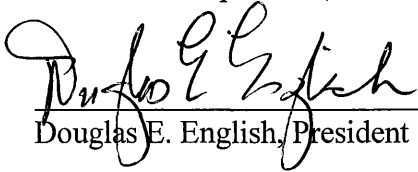
**SURFACE OWNERS**

English Farms, Inc.

By: \_\_\_\_\_  
Douglas E. English, President

English Feedlot 2, LLC  
a Colorado limited liability company

By: English Feedlot, Inc.  
a Colorado corporation, its Manager

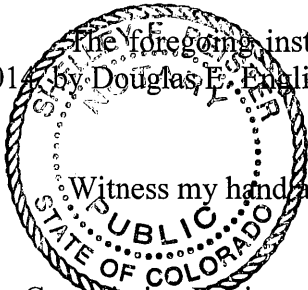
By:   
Douglas E. English, President

STATE OF COLORADO

County of Denver

SS.

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December 2014, by Douglas E. English, as President of English Farms, Inc.



Witness my hand and official seal.

Shelley F. Reister  
Notary Public

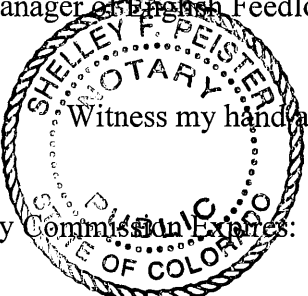
My Commission Expires: 12-4-2015  
My Commission Expires to ~~12-4-2017~~

STATE OF COLORADO

County of Denver

SS.

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December 2014, by Douglas E. English, as President of English Feedlot, Inc., a Colorado corporation, as Manager of English Feedlot 2 LLC, a Colorado limited liability company.



Witness my hand and official seal.

Shelley F. Reister  
Notary Public

My Commission Expires: 12-4-2015  
My Commission Expires to ~~12-4-2017~~

STATE OF COLORADO

County of Adams

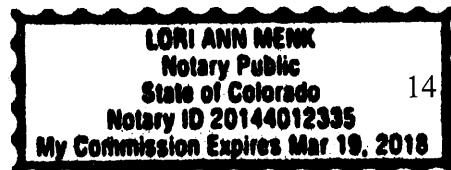
SS.

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December 2014, by Mark W Bush, Manager of BB Resources, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Lori Ann Menk  
Notary Public

My Commission Expires: March 19, 2018





STATE OF COLORADO

County of Adams

SS.

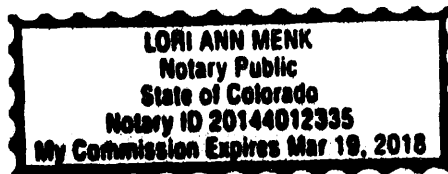
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December 2014, by Douglas D. Scott, Manager of Scott Mineral Partners LLC, a Colorado limited liability company.

Witness my hand and official seal.

Lori Ann Menk  
Notary Public

My Commission Expires:

March 19, 2018



STATE OF COLORADO

County of \_\_\_\_\_

SS.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December 2014, by Lawrence A. Egan.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

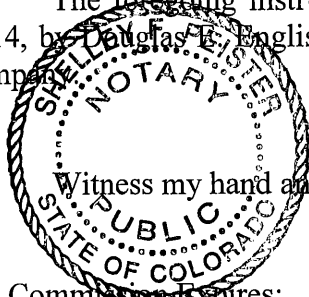
My Commission Expires: \_\_\_\_\_

STATE OF COLORADO

County of Denver

SS.

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December 2014, by Douglas E. English as Manager for D&V Minerals, LLC, a Colorado limited liability company.



Witness my hand and official seal.

Shelley A. Reister  
Notary Public

My Commission Expires:

12-4-2015

My Commission Expires ~~For 2015~~

STATE OF COLORADO

County of \_\_\_\_\_

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ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December 2014, by Douglas D. Scott, Manager of Scott Mineral Partners LLC, a Colorado limited liability company.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

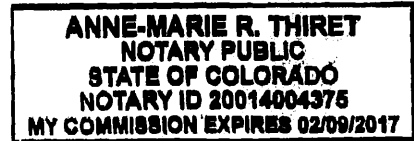
My Commission Expires: \_\_\_\_\_

STATE OF COLORADO

County of ARAPAHOE


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)

ss.



The foregoing instrument was acknowledged before me this 17th day of December 2014, by Lawrence A. Egan.

Witness my hand and official seal.

  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF COLORADO

County of \_\_\_\_\_

)  
)  
)

ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December 2014, by Douglas E. English as Manager for D&V Minerals, LLC, a Colorado limited liability company.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF COLORADO

County of

Denver

)  
)  
) SS.

<sup>2015</sup> The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of ~~December~~ <sup>January</sup> ~~2014~~, by Ronald H. Olsen, Attorney-in-Fact for Kerr-McGee Oil & Gas Onshore LP.

Witness my hand and official seal.

Leslie Miranda  
Notary Public

My Commission Expires:

Oct 3, 2018

