

RIGHT OF ENTRY

THIS RIGHT OF ENTRY (this "Agreement") is granted this 15th day of February, 2019, by and between SPABS LLC, a Colorado limited liability company ("Landowner") of property described as vacant land, a portion of the SW1/4 of Section 29, Township 8 North, Range 67 West of the 6th PM as generally depicted on Exhibit A attached hereto and incorporated herein by this reference (the "Property") and Anheuser-Busch, LLC, a Missouri limited liability company ("Tenant") as the tenant of the Property, and Enerplus Resources (USA) Corporation, a Delaware corporation ("Enerplus") (who may be referred to individually as a "Party" or collectively the "Parties"), for the purposes of capping off and remediating that well known as Kenneth Thayer 1 (the "Work") as described below.

1. Subject to the additional instructions below Landowner represents that it owns the Property and has the authority to make this grant of Right of Entry and Tenant represents that it leases the Property and has the authority to make this Agreement.

2. Landowner and Tenant grant to Enerplus, its employees, agents, contractors, consultants and representatives, the right to enter upon the Property for the purposes of performing the Work for the period of time commencing on the date first written above, or the date Enerplus begins the Work, which will be no later than February 26, 2019, whichever is the latter, and terminating on the day which is three (3) weeks thereafter. The scope of the Work shall include (i) accessing an approximately 200 feet by 200 feet area around the well of the Property from City Road 15 by removing a portion of the fence along City Road 15 in the area shown on Exhibit A, (ii) plugging the well from a truck mounted rig with cement and other necessary equipment brought in by trucks, (iii) tag the area, remove equipment and trucks, grade the Property and return the Property to the condition existing prior to the Work and (iv) replace and repair damaged or removed fencing, all such Work to be performed in a continuous operation and not exceeding a three (3) week period from start to finish.

3. The activities of Enerplus, its employees, agents, contractors, consultants and representatives (collectively, "Enerplus' Representatives") will be coordinated with Tenant as set forth below so as not to unreasonably interfere with Landowner or Tenant's activities.

4. Enerplus shall be responsible for all costs associated with the Work and this Agreement. Enerplus acknowledges that nothing in this Agreement shall authorize Enerplus or Enerplus' Representatives, or any person dealing with, through or under Enerplus or Enerplus' Representatives, to subject any of the

Property to mechanic's liens. Enerplus shall not permit or suffer and, to the extent permitted or suffered, cause to be removed and released of record within thirty (30) days of Landowner's request, any mechanic's lien, materialman's or other lien on account of supplies, machinery, tools, equipment, labor or materials furnished or used in connection with the Work.

5. Enerplus agrees to require Enerplus' Representatives hired by Enerplus to do Work on the Property to obtain and maintain Commercial General Liability insurance, written on an occurrence basis in the minimum amount of \$4,000,000.00, including automobile coverage, for any one occurrence with contractual liability coverage related to the use of the Property and the indemnity set forth in paragraph 6 below. Landowner, Westside Property Investment Company, Inc. as property manager and Tenant shall be named as additional insureds and shall include a waiver of subrogation. Such coverage shall be primary with respect to such usage and any insurance maintained by such additional insureds shall be excess with regard to Enerplus uses and not contributing with the insurance of such additional insureds. Enerplus will also require such parties to maintain workers' compensation insurance with statutory benefits and limits in compliance with all state and federal requirements. Prior to entering the Property, Enerplus will deliver to Landowner a certificate of insurance evidencing all of the foregoing insurance.

6. Enerplus shall defend, indemnify and hold harmless and shall require Enerplus Representatives to defend, indemnify and hold Landowner and Tenant harmless from and against any and all loss, cost, expense (including attorneys' fees), claims, demands, causes of action, liability, and damages, that result or arise out of any act or omission of Enerplus or Enerplus Representatives during the term of this Agreement or in any way related to the Work, including but not limited to damage to Tenant's crops or irrigation or other farming equipment and damage to the roadways Enerplus uses to access the Property.

7. As a condition of the granting of this Agreement Enerplus covenants and agrees to restore the Property to a condition comparable to the condition of the Property prior to Enerplus' undertaking the Work, including but not limited to level grading of the ground where the Work was performed and replacement and repair of any sections of fencing removed or damaged in connection with access to the area of the Work.

8. The Parties hereto agree that none of them has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein and no oral representation, promise or consideration different from the terms herein contained shall be binding on any Party or its agents or employees hereto.

9. Any notice required or permitted to be given by or to any party under this Agreement shall be in writing, except as otherwise provided in this Agreement, and addressed as follows:

To Landowner:

SPABS LLC
4100 East Mississippi Ave, Suite 500
Glendale, California 80246
Attention: Andrew R. Klein

To Tenant:

Anheuser-Busch, LLC
One Busch Place
St. Louis, Missouri 63118
Attention: Legal Department

To Enerplus:

Enerplus Resources (USA) Corporation
950 17th Street, Suite 2200
Denver, Colorado 80202-2805
Attention: Mari Gillman

Such notices shall be deemed to have been given three (3) days after having been deposited in the United States mail, certified or registered, return receipt requested; upon receipt when hand delivered; or the next day when sent guaranteed overnight delivery by Federal Express or another national overnight delivery service. Any party may, at any time, change its address for notice purposes by providing a notice in accordance herewith stating the change and setting forth the new address.

10. In the event any party defaults in any of its obligations hereunder, the defaulting party shall have thirty (30) days after receipt of written notice of such default to cure any such default and after the expiration of such period, the non-defaulting party shall have all rights and remedies at law or in equity and shall have the right to terminate this Agreement upon ten (10) days' notice.

11. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representative, successors, heirs, and assigns.

12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landowner and Tenant have executed this Agreement and Enerplus has accepted the same on the terms and conditions set forth herein effective as of the date first written above.

Additional instructions and information from Landowner: Enerplus shall coordinate its entry upon the Property with Duane Sellmer, Manager of Operations for Nutriturf. Duane can be reached at (970) 372-3642 or (970) 381-5167 or by email at duane.sellmer@anheuser-busch.com

[Signature Pages Follow]

LANDOWNER: SPABS LLC, a Colorado limited liability company

By: _____

Its: _____

Phone: _____

Email: _____

TENANT: Anheuser-Busch, LLC, a Missouri limited liability company

By: _____

Its: _____

Phone: _____

Email: _____

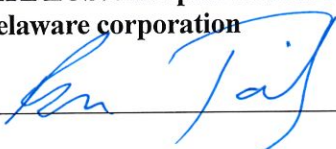

By: _____

Its: _____

Phone: _____

Email: _____

**ENERPLUS: Enerplus Resources (USA) Corporation
A Delaware corporation**

By:  _____ 

Its: Land Manager, US Operations

Phone: 720-279-5559

Email: bfritz@enerplus.com

LANDOWNER: SPABS LLC, a Colorado limited liability company

By: Andrew R

Its: MBL

Phone: 303-984-9800

Email: aklein@westsideinv.com

TENANT: Anheuser-Busch, LLC, a Missouri limited liability company

By: _____

Its: _____

Phone: _____

Email: _____

By: _____

Its: _____

Phone: _____

Email: _____

**ENERPLUS: Enerplus Resources (USA) Corporation
A Delaware corporation**

By: _____ *rgo*

Its: Land Manager, US Operations

Phone: 720-279-5559

Email: bfritz@enerplus.com

EXHIBIT A

