

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 15th day of Feb, 2010, is made by and between the undersigned, Orr Energy, LLC, whose address is 1813 61st Ave Suite 200 Greeley CO 80634 herein called "Orr", and Aggregate Industries-WCR, Inc., 1707 Cole Blvd Suite 100 Golden, Colorado 80401, herein called "Ag";

WHEREAS, Ag is the surface owner and in possession of all of the surface estate for the following described lands in Weld County, Colorado, said land herein called "Lands", to wit:

Lot B of Recorded Exemption No. 0805-32-1-RE1539 Consisting of approx 70 acres more or less located in the NE ¼ of Section 32 Township 6 North Range 66 West of the 6th P.M.

WHEREAS, Ag intends to operate a gravel mining operation on the Lands.

WHEREAS, Orr intends to conduct oil and gas exploration and related operations on the Lands and Orr and Ag desire to minimize any surface damage to the Lands and to reach an agreement regarding such surface damage.

NOW, THEREFORE, in consideration of the ten dollars and other valuable consideration, the sufficiency of which is hereby acknowledged, Orr and Ag agree as follows:

1. If, by reasons directly resulting from the operations of Orr, there is damage to real or personal property upon the Lands which is not associated with usual and customary operations, including, but not limited to, damage to livestock, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural water ways, such damage will be repaired or replaced by Orr, or Orr will pay reasonable compensation to Ag for such additional actual damage or an amount equal to the reasonable costs to repair such actual damages.

2. Orr Obligations. In conducting operations on the Lands, Orr shall:

A. Minimize the surface area used for its operations to the greatest extent possible.

B. Locate the wellsite, access road, flowlines, tank batteries and other associated production facilities as depicted on Exhibit "A" attached hereto and by this reference made a part of this Agreement.

C. Orr shall have the right to drill multiple wells directionally from the well site location depicted on Exhibit A. The cost of such directional drilling shall be borne by Orr.

D. Limit the size of each wellsite to approximately 350 feet by 400 feet during any drilling, completion, recompletion or workover operations and shall be no more than 1/4 acre in size during other periods. The area required for any tank battery location associated with each well shall be limited to approximately one-half acre in size upon completion of construction. Access roads shall be limited to approximately 30 feet in width during drilling, completion, deepening, refracing, recompletion, reworking,

equipping and production operations. The permanent access roads to the wellhead and tank battery location shall be limited to 20 feet in width.

E. Separate the topsoil at the time of excavation of pits so that the topsoil and subsurface soil can be placed back in proper order as nearly as possible.

F. Reclaim the wellsite as nearly as practicable to its original condition, reseed the location with grasses. Weather permitting, reclamation operations shall be completed within three months following drilling and subsequent related operations, unless Ag and Orr mutually agree to postponement because of crop or other considerations.

G. Use its best efforts to keep the well, and production facilities free of weeds and debris.

3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Orr and Ag and may be executed in counterparts.

4. Governing Law. This Agreement shall be interpreted according to the laws of the State of Colorado.

5. Written Modification/Notices. This Agreement may only be amended in writing signed by both parties, and is contingent upon Aggregate Industries board approval. All notices to either party shall be in writing addressed to the parties at the address first set forth above.

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

Orr Energy, LLC



By: Ed Orr

Aggregate Industries-WCR, Inc.



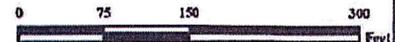
By: Michael C. Refet

REGIONAL MANAGER
ENVIRONMENTAL LAND SERVICES

Proposed Facility Drawing



- A. Proposed well AG 33-11 D.
- B. Proposed well AG 32-31 D.
- C. Proposed well AG 32-41.
- D. Proposed well AG 32-65 D.
- E. Proposed well AG 32-32 D.



Legend

- | | |
|----------------------|-----------------------|
| Proposed Well | Overhead Power Line |
| Existing Well | Pipeline |
| Water Well | Ditch/Canal |
| Utility Box | Concrete Walled Ditch |
| 400' Radius | Proposed Access |
| Facilities Enclosure | Proposed Pad |
| Building/Residence | Proposed Oil Tank |
| Water Body | Proposed Water Tank |
| Fence | Proposed Separator |
| | Proposed Flow Line |

Proposed Facility Map AG Sec. 32 Multi Well Pad

Surface Location: T6N R66W S32
Description of surface uses: Open Field

Field Date: 01/08/2010
Drawing Date: 02/04/2010
Drafted: BHF
Checked By: BHF
Revision: 4
Aerial Photo supplied by NAF - 2659

Prepared for:
**ORR ENERGY
LLC**



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