Well Name: Jess 23-10

SURFACE USE AND ROAD ACCESS AGREEMENT

This agreement, made and entered this 25th day of February, 2010, by and between Irwin L. & Tamara L. Jess, whose address is 17265 CR "V", Ft. Morgan, CO 80701, hereinafter referred to as "Owner", and Esenjay Operating, Inc., whose address is 500 North Water Street Suite 1100 South, Corpus Christie, TX 78471, hereinafter referred to as "Operator", collectively referred to herein as the "Parties".

WITNESSETH:

For and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Operator intends to drill, or cause to be drilled, an oil and/or gas well ("Well") at a legal location on the following described lands ("Lands"):

   Jess 23-10
   NWSE Sec. 23 T6N, R59W, 6th P.M.
   located approximately 1,940′ FSL and 2,180′ FEL
   Weld County, Colorado

2. In order for Operator to drill, construct, complete, produce, maintain and operate the Well and all associated pipelines, power lines and other facilities or property of Operator associated with said Well, it is necessary that Operator enter and utilize the Lands. The Parties hereby agree to compensation for the damages, entry and surface use thereof.
3. Operator shall pay Owner the sum [redacted] ("Amount"). Owner hereby acknowledges that the Amount represents full, final and agreed-upon total compensation for all damages caused or created by reason of the reasonable and customary ingress, egress, rights-of-way, drilling, completion, production and maintenance operations and well location, except as defined below. [redacted]
4. Operator shall bury all pipelines below normal plow depth, and shall pay ow[redacted]d [redacted]rior to constructing any other facilities on the lands. [redacted]
5. A[redacted]
6. All drillsite [redacted]it moisture and weather. [redacted]or [redacted]ace of the subject lands and access road as nearly as practicable to the condition in which the same was found prior to the commencement of Operator's oil and gas operations, including removal of all Operator's equipment and material.
7. On all locations drilled, Operator agrees to restore the surface, as nearly as practicable, to the condition which existed prior to commencement of drilling operations. [redacted]g.
8. Access roads shall be reasonably maintained, and only one access road per well shall be used. Operator agrees to consult with Owner as to routes of ingress and egress for any wells drilled on the above-described lands, in an attempt to minimize damages to the above-described lands. Owner agrees not to unnecessarily withhold his consent as to routes of ingress and egress. Operator further agrees that said access road shall not permanently exceed 20 feet in width where straight, but may be wider on turns, to accommodate equipment. In the interest of minimizing overall surface impact, roads may be used for multiple wells, all of which may not necessarily be on Owner's land.
9. All payments that shall become due and payable to Owner shall be calculated after the drilling and completion of said Well and pipelines.
10. In the event said Well is completed as a producer, said Right-of-Way so granted herein shall remain in full force and effect and shall continue until such time as said well is plugged and abandoned, and final restoration is complete.
11. Except as to any extraordinary or unanticipated loss or damage, Owner does hereby release and hold harmless Operator from any and all liability of any nature and further payment for damages on the lands which arise or may arise out of or in connection with the well or other facilities constructed by Operator on the lands for so long as operations are being conducted by Operator, its agents, successors or assigns.
12. Notice by either party shall be promptly given, orally if possible, and immediately mailed to:

Owner	**Operator**
Irwin L. Jess 17265 CR "V" Ft. Morgan, CO 80701 970-380-9183	Esenjay Operating, Inc. 500 North Water Street, Suite 1100 South Corpus Christie, TX 78471 361-883-7464

This CONFIDENTIAL agreement shall be binding on and inure to the benefit of the Parties, their respective heirs, successors, personal representatives, agents, tenants, purchasers and assigns. Terms of this agreement may not be disclosed to other parties.

IN WITNESS WHEREOF, the parties hereto set their hands, the day and year first above-written.

Irwin L. Jess

Tamara L. Jess

By: James C. Karo CPL
Authorized Agent for Operator