Well Name: High Plains 25-9

SURFACE USE AND ROAD ACCESS AGREEMENT

This agreement, made and entered this 19 day of March, 2010, by and between High Plains Grazing Association, whose address is [redacted] 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"):

   High Plains 25-9
   NESE T4N, R59W, 6th P.M.
   located approximately 2,333′ FSL and 280′ FEL
   Morgan County, Colorado
   [redacted]

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 of [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.
4. Operator shall bury all pipelines below normal plow depth, and shall pay owner [redacted] for surface damages and [redacted] or Right-of-Way for related pipelines (water, gas, and buried utility lines). [redacted]
5. [redacted]
6. All drillsite pits shall be filled within 180 to 365 days after completion of any well so drilled on said lands, subject to pit moisture and weather. Within one year of cessation of all production of this well or six months after the time this well has been plugged and abandoned, weather permitting, Operator agrees to complete reclamation of the surface 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. Reclamation includes a sturdy fence around drill site, which can be removed by owner when owner determines the vegetation has sufficiently recovered to allow grazing.
8. Access roads shall be reasonably maintained, and only one access road per well shall be used. [redacted] In ther 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**
High Plains Grazing Association [redacted]	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.

By: Robert L. Graves
Member/Manager

By: James C. Karo CPL
Authorized Agent for Operator