



Reception#: 742342  
02/04/2008 03:18:27 PM Jean Alberico  
1 of 2 Rec Fee:\$11.00 Doc Fee:0.00 GARFIELD COUNTY CO

## MEMORANDUM OF ACCESS, SURFACE DAMAGE AND USE AGREEMENT

WHEREAS, on this 28<sup>th</sup> day of January, 2008 H & L Partnership, a Colorado general partnership and Laramie Energy II, LLC, entered into that certain Access, Surface Damage and Use Agreement ("Agreement") covering the following described lands located in Garfield County, Colorado:

Township 6 South, Range 93 West, 6<sup>th</sup> P.M.  
Section 31: All

WHEREAS, said Agreement contains all required provisions and agreements as to Laramie's use of the above described lands for drilling and production of oil, gas, and other minerals located on or under the above described lands.

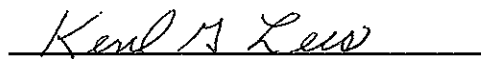
This Memorandum of Access, Surface Damage and Use Agreement is intended to give public notice of the Agreement by and between H & L Partnership as the Surface Owner and Laramie Energy II, LLC as the Operator, and may be relied upon by all

IN WITNESS WHEREOF, said parties have caused this Memorandum of Access, Surface Damage and Use Agreement to be executed as of the date first hereinabove written.

SURFACE OWNER

By:   
Chris Leverich, General Partner

LARAMIE ENERGY II, LLC

By:   
Kenneth G. Leis, Attorney-in-Fact

ACKNOWLEDGMENTS

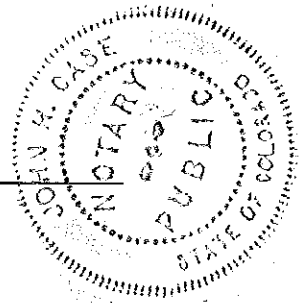
STATE OF COLORADO )  
 ) ss.  
COUNTY OF Pitkin )

Subscribed and sworn to before me this 30<sup>th</sup> day of January, 2008, by Chris Leverich,  
the General Partner of H & L Partnership, a Colorado general partnership.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: 7/11/10

John H. Case  
Notary Public



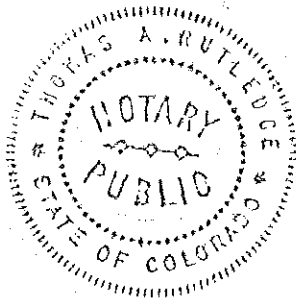
STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

Subscribed and sworn to before me this 28<sup>th</sup> day of January, 2008, by  
Kenneth G. Leis, Attorney-in-Fact for Laramie Energy II, LLC, a Delaware limited liability  
company on behalf of said company.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: 01/30/2010

Thomas A. Rutledge  
Notary Public



servants, contractors, subcontractors, service personnel or others, under Operator's control entering upon the Subject Lands, to hunt, fish or participate in any other recreational activity on any portion of the Subject Lands, or take any firearms, domestic animals, alcoholic beverages, or illegal drugs thereon for any purpose whatsoever. All such persons shall remain on the Subject Lands only so long as is necessary to conduct the operations authorized by the Operator and unless required for drilling or completion operations no such person shall stay on the Subject Lands overnight. Owner or Owner's representative may deny access to the Subject Lands to anyone found carrying firearms, domestic animals, alcoholic beverages or illegal drugs.

17. OPERATOR WARRANTY: Operator warrants and represents that it has full authority to commit to this Agreement and that its agreement is valid and enforceable.

18. JURISDICTION AND VENUE: The parties hereto expressly agree and consent to the personal jurisdiction of the District Court for Garfield County, Colorado. This agreement shall be interpreted under the laws of the State of Colorado.

19. ATTORNEYS AND ARBITRATOR FEES: In the event of any litigation regarding this Agreement or the relationship created each party shall bear all costs, expenses and attorneys fees. Should the parties choose arbitration to resolve any dispute, Operator shall pay its own costs and those of the arbitrator selected by the parties. All of Owner's costs including attorney's fees shall be born by Owner. Nevertheless, Operator agrees to pay Owner's legal fees incident to the creation of this surface use Agreement in the amount of \$10,000.00

20. TERM AND AMENDMENTS: This Agreement shall remain in full force and effect so long as the underlying oil and gas lease remains in full force and effect. No termination of this Agreement shall relieve Operator of any obligation under this Agreement incurred or occurring prior to and through termination, including Operator's liability for or obligation to perform any maintenance, reclamation, mitigation, corrective action or expenditures required pursuant to common law or any federal, state or local statute, regulation, rule or ordinance.

21. SURFACE CONSULTATION AND NOTICE OF INTENT TO DRILL:

Execution of this Agreement by Owner hereby specially waives the 30 day notice requirement contained in Rule 305 and satisfies the consultation requirement contained in Rule 306 of the Rules and Regulations of the Colorado Oil and Gas Conservation Commission with respect to any and all wells drilled under this Agreement. This provision shall remain in force and effect for a period of five (5) years from the date hereof.

22. BINDING EFFECT: The covenants and conditions herein contained and all of the provisions of this agreement shall inure to the benefit of and shall be binding upon the parties hereto, their respective heirs, representatives, successors or assigns.

23. CONFIDENTIALITY: The parties agree to keep the terms and conditions of this Agreement confidential and shall not disclose such matters to any third party without the advance written consent of the other. The parties agree to execute a "Memorandum of Surface Use Agreement" to be filed in the County records of Garfield County to provide third party notice of this Agreement.

24. ENTIRE AGREEMENT: This instrument contains the entire agreement between the parties and may not be modified orally or in any other manner other than by agreement in writing signed by all parties or their respective successors or assigns.

Dated this 28<sup>th</sup> day of January 2008.

OWNER:

H & L PARTNERSHIP

By: 

Chris Leverich, General Partner

OPERATOR:

LARAMIE ENERGY II, LLC

By: 

Kenneth G. Leis, Attorney-in-Fact

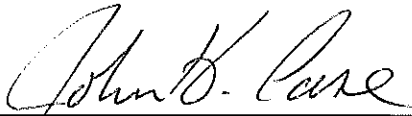
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STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF Pitkin                    )

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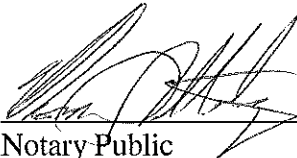
  
\_\_\_\_\_  
Notary Public

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  ) ss.  
COUNTY OF MESA                    )

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