

SURFACE USE AND DAMAGE AGREEMENT

For and in consideration of the sum of Ten Dollars (\$ 10.00) and other good and valuable consideration, this 5th day of August, 2010, paid to the undersigned (hereinafter referred to as "Owner") by Conquest Oil Company ("Operator") receipt of which is hereby acknowledged, Owner hereby releases and forever discharges Operator, its successors and assigns, agents, contractors, servants, and employees, from all actions, causes of action, claims and demands against Operator, which the Owner has, or may have in the future, resulting from damages in connection with the drilling of an injection wellbore, or wellbores, or any replacement well or wells ("Well"), expressly defined in the plural, located on the legal description below included herein, caused by the building of a location, drilling, completion, equipping, operating and plugging and abandonment of any Well(s) and the construction, use and maintenance of all roads associated with said Well(s). Any Well(s) are to be located on the following described lands ("Property") in Weld County, State of Colorado, to wit:

Section 34 of Township 7 North, Range 63 West, 6th Principle Meridian: E/2 of SE/4;
(Exact legal to be determined by survey, subject to Owner obtaining a recorded exemption). Said parcel to consist of 11 acres, more or less, all or a portion of which is **currently** owned and claimed to be owned by the Owner.

Owner hereby grants Operator, its successors and assigns, agents, contractors, employees and servants full right of ingress and egress for the purposes of carrying out its rights and operations contemplated under this agreement.

Owner further warrants that Owner is lawfully entitled to receive the consideration paid hereunder and that there exist no liens, judgments or other encumbrances pursuant to which third parties claim, may claim or are entitled to said funds. Owner agrees to release, defend and hold Operator harmless for any breach of this warranty.

Owner and Operator agree that Operator may record an original of this Agreement or a Memorandum thereof in the real property records of Weld County, Colorado.

This Surface Use and Damage Agreement can be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same document. Execution of this Surface Use and Damage Agreement may be effected by facsimile, and facsimile executions shall be effective as originals. This Surface Use and Damage Agreement may be amended only by the express written agreement of the parties.

This Agreement contains the entire understanding between the parties hereto with respect to the transactions contemplated herein and such understanding shall not be modified except in writing signed by or on behalf of the parties hereto.

ADDITIONAL PROVISIONS:

1. Owner and Operator are currently under a purchase and sale contract which provides that the Operator will purchase the Property as defined above.

2. Owner and Operator agree that the Well will not be drilled unless Operator or its affiliate has purchased the Property.
3. Given that Operator or its Affiliate will own the property, access, monetary consideration, fencing, noise, topsoil considerations, and interference with property operations are not of consequence.
4. Given that Owner will not own the Property at the time the well is drilled, and that Operator or its affiliate will own the Property, this Surface Use and Damage Agreement will accrue to the Operator or its affiliate.

The parties have executed this Agreement on the day and year first above written.

OPERATOR:

OWNER:

CONQUEST OIL COMPANY

By: Samuel G. Chism

Rodney Wilson
RODNEY WILSON

Title: Secretary

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 5th day of August, 2010,
by Raenell I. Chrisman as Secretary of Conquest Oil Company, Operator.

Witness my hand and official seal

My Commission Expires: May 19, 2012



Michelle L. Wiedeman
Notary Public

STATE OF COLORADO
COUNTY OF WELD

The foregoing instrument was acknowledged before me this 5th day of August, 2010,
by Rodney Wilson, Owner.

Witness my hand and official seal

My Commission Expires: 11/07/2010



Raenell I. Chrisman
Notary Public