

SURFACE OWNER AGREEMENT

547

WHEREAS, Walsh Production, Inc., hereinafter referred to as "WPI", and William and Veleria M. Fabrizio, hereinafter collectively referred to as "Fabrizius", have previously entered into an Oil and Gas Lease, hereinafter referred to as "Fabrizius Lease", dated October 14, 2004 and amended December 8, 2004, which Fabrizio Lease is attached hereto as Exhibit "A"; and

WHEREAS, Fabrizio is the surface owner for the following lands in Weld County, Colorado:

T10N-R61W

Section 3: N/2, N/2S/2, Section 4: NE/4, and Section 11: NW/4

T11N-R61W

Section 13: All, Section 23: All, Section 24: W/2, Section 26, N/2, SW/4, Section 27: All, Section 28: All, except that portion of land contained in the Grover Cemetery, Section 33: All, and Section 34: W/2

All of the lands owned by Fabrizio and described above are hereinafter referred to as "Fabrizius Lands"; and

WHEREAS, Fabrizio does not own a mineral interest under a portion of the Fabrizio Lands; and

WHEREAS, WPI has drilled the Weld #5-28 Well located in the SWNW of Section 28-T11N-R61W, Weld County, Colorado on the Fabrizio Lands; and

WHEREAS, WPI and Fabrizio desire to enter into a Surface Owner Agreement covering all of the Fabrizio Lands.

NOW THEREFORE in consideration of Ten Dollars and other mutual benefits derived pursuant to this Surface Owner Agreement, WPI and Fabrizio agree as follows:

1. Surface Damage Payment

WPI agrees to pay Fabrizio [REDACTED] as consideration for surface damages for each drillsite constructed on the Fabrizio Lands. Said payment will be tendered to Fabrizio in advance of any major dirt work to build the location. Upon receipt of each [REDACTED] consideration Fabrizio agrees to execute a "Damage Payment Receipt and Waiver" for each drillsite in the same form attached hereto as Exhibit "B" to this Surface Owners Agreement, which Exhibit is made a part of this Surface Owner Agreement for all purposes.

2. Overriding Royalty Assignment

In the event WPI drills a well on the Fabrizio Lands and the mineral estate is not covered by the Fabrizio Lease, (in other words Fabrizio has no minerals in the drillsite spacing unit), WPI agrees to assign Fabrizio a 1.0% of 8/8ths overriding royalty interest. If WPI's interest in the drillsite is less than the entire interest, or if the applicable oil and gas lease(s) cover less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately. Upon execution of this Surface Owner Agreement WPI will assign Fabrizio a 1.0% of 8/8ths overriding royalty interest in the Weld #5-28 Well and associated Weld County Oil and Gas Lease. Said Assignment of Overriding Royalty is attached hereto as Exhibit "C".

3. Right-Of-Way Agreement

In the event a Right-Of-Way, ("ROW"), across the Fabrizio Lands is needed for roads, pipelines, etc. by WPI, WPI and Fabrizio agrees to execute a formal ROW agreement in the same forms attached hereto as Exhibit "D" (for Pipelines) and Exhibit "E" (for Roads) to this Surface Owners Agreement, which Exhibits are made a part of this Surface Owner Agreement for all purposes.

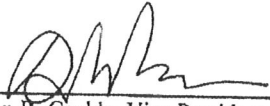
WPI agrees to pay Fabrizio \$.50 per foot as consideration for said ROWs.

4. Term of Agreement

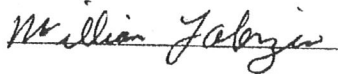
For a term of ten years from the date hereof, and as long thereafter as WPI, its successors and assigns, shall operate any oil and gas wells, maintain any roads or pipelines, any structures, equipment, appliances and appurtenances upon the Fabrizio Lands, together with the right of free ingress and egress to and from said premises. This shall be a covenant running with the land and shall burden the land and the successors, heirs or assigns of WPI and Fabrizio for the term of the Surface Owner Agreement.

IN WITNESS WHEREOF: Executed this 19th day of June, 2007, but made effective as of June 14, 2007.

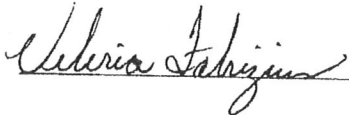
WALSH PRODUCTION, INC.


Dean R. Gackle, Vice President

WILLIAM FABRIZIUS



VELERIA M. FABRIZIUS



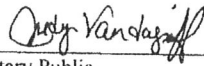
Acknowledgments

STATE OF COLORADO)
)ss.
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this 19th day of June, 2007, By Dean R. Gackle, as Vice President of Walsh Production, Inc.

WITNESS my hand and official seal

My commission expires: Sept 2, 2008


Notary Public.

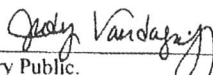


STATE OF COLORADO)
)ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 19th day of June, 2007, By William and Veleria M. Fabrizio.

WITNESS my hand and official seal

My commission expires: Sept 2, 2008


Notary Public.

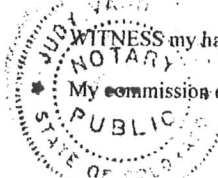


EXHIBIT A

Attached to and made a part of the certain SURFACE OWNER AGREEMENT dated effective June 14, 2007, by and between Fabrizio and WPI.

LEASE

OIL AND GAS LEASE

AGREEMENT, Made and entered into 14th day of October, 2004, by and between William F. Fabrizio and Valeria M. Fabrizio, husband and wife
Whose post office address is 61184 WCR 89, Grover, CO 80729, hereinafter called Lessor, (whether one or more) and Walsh Production, Inc. whose post office address is P.O. Box 30, Sterling, Colorado 80731, hereinafter called Lessee.

WITNESSETH, That the Lessor, for and in consideration of ten and no more dollars cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Weld, State of Colorado described as follows, to-wit:
Township 11 North, Range 61 West, 6th P.M.
Section 28: N1/2E1/2, SW1/4SE1/4, NW1/4NW1/4, S1/2SW1/4 less 10 acres as described in book 419, page 17.
Township 10 North, Range 61 West, 6th P.M.
Section 3: N1/2, N1/2N1/2S1/2

Subject to the terms and conditions set out in ADDENDUM attached hereto and by this reference made a part hereof.

and containing 710.00 acres, more or less.
1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued on hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith, and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling for a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.
2. This is a PAID UP LEASE. In consideration of the down cash payment, Lessee agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter according as to the acreage surrendered.
3. In consideration of the premises the said Lessor covenants and agrees:
1st. To deliver to the Lessee, less the taxes, to which Lessee may own land on said land, the exact one-eighth (1/8) part of all oil produced and saved from the leased premises.
2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline, a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the result of the well, payable monthly at the prevailing market rate.
4. Where gas from a well capable of producing gas for sale is used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per acre royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made it will be considered that gas is being produced within the remaining of this lease.
5. If said Lessor owns less interest in the above described land than the entire and undivided fee simple estate therein, then the royalty (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessee's interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operations thereon, except water from the wells of Lessor.
7. Where required by Lessor, Lessee shall bury Lessee's pipe line below plow depth.
8. No well shall be drilled more than 200 feet to the horizon or more on said premises without written consent of Lessor.
9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.
10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
11. The rights of Lessor and Lessee hereunder may be assigned to Lessee's operations to growing crops on said land.
12. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operations thereon, except water from the wells of Lessor.
13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such Law, Order, Rule or Regulation.
14. Lessee hereby warrants and agrees to defend the title to the lands herein described, and agree that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, loans or other liens on the above described lands, in the event of default of payment by Lessor and subrogated to the rights of the holder thereof, and the said right of redemption and redemption may in any way affect the purposes for which this lease is made, as recited herein.
15. Should any one or more of the parties hereto be named as Lessee fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor, Lessee, successors and assigns of Lessor and Lessee.
IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

3499547 12/27/2004 12:16P Weld County, CO
1 of 3 R 16.00 D 0.00 Steve Moreno Clerk & Recorder

William F. Fabrizio
William F. Fabrizio

Valeria M. Fabrizio
Valeria M. Fabrizio



3499547 08/24/2007 01:55P Weld County, CO
4 of 13 R 66.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO)
COUNTY OF WELD) ss.

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, The undersigned, a Notary Public in and for said County and State, on this 24th day of November, 2004, personally appeared William F. Fabrizio and Veleria M. Fabrizio, husband and wife

to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: APRIL 4, 2007



Rebecca S. Harris
Notary Public
Address: 119 2nd Avenue Apt. C

STATE OF _____)
COUNTY OF _____) ss.

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, The undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 200____, personally appeared _____

to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires:

Notary Public

Address:

STATE OF _____)
COUNTY OF _____) ss.

ACKNOWLEDGMENT-CORPORATION

On this _____ day of _____, 200____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said corporation and said _____ acknowledged said instrument to be free act and deed of said corporation.

WITNESS my hand and seal the date and year last above written.

My commission expires:

Notary Public

Address:



3246776 12/27/2004 12:18P Weld County, CO
2 of 3 R 16.00 D 0.00 Steve Moreno Clerk & Recorder

No. _____	FROM _____	TO _____
Dated _____	No. Acct. _____	Term _____
County _____		
This instrument was filed for record on the _____ day of _____, 20____ at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.		
County Clerk _____		
By _____ Deputy _____		
When recorded, return to Bison Energy Corp. P.O. Box 3234 Littleton, CO 80161		

3245778 12/27/2004 12:18P Weld County, CO
3 of 3 R 16.00 D 0.00 Steve Moreno Clerk & Recorder

ADDENDUM

Attached to and made a part of that certain Oil and Gas Lease dated October 14, 2004
by an between William F. Fabrizio and Veleria M. Fabrizio as lessor
and Walsh Production, Inc. as lessee.

Anything to the contrary herein notwithstanding

1. Pursuant to the orders, rules and regulations of the Colorado State Oil and Gas Conservation Commission, prior to commencement of any operations being conducted on said lands by Lessee, its successors, or assigns, Lessors shall be contacted and advised of the proposed operations, access route and timing. All operations and access shall be conducted in such a manner as to minimize conflicts with Lessor's farming or ranching operations. In the event Lessee's operations result in permanent production facilities Lessee agrees, when requested by Lessor, to fence said facility to prevent injury of livestock. Whenever possible, Lessee shall utilize existing roads.

2. Lessee shall comply with all orders, rules and regulations of the Colorado State Oil and Gas Conservation Commission and agrees that it will restore all lands utilized in its drilling activities as to near its former conditions as practicably possible, including, said restoration shall commence as soon as practicably possible as allowed by weather and soil conditions.

SIGNED FOR IDENTIFICATION:

William F. Fabrizio

William F. Fabrizio

Veleria M. Fabrizio

Veleria M. Fabrizio

3499547 08/24/2007 01:55P Weld County, CO
5 of 13 R 66.00 D 0.00 Steve Moreno Clerk & Recorder



3499547 08/24/2007 01:55P Weld County, CO
6 of 13 R 66.00 D 0.00 Steve Moreno Clerk & Recorder

179

AMENDMENT OF DESCRIPTION IN LEASE

Whereas, we the undersigned, as lessors, did under date of October 14, 2004 make and execute unto Welsh Production, Inc. as lessee, our certain oil and gas lease, covering certain lands owned by us, situated in Weld County, State of Colorado, and described in said lease as follows, to wit:

Township 11 North, Range 61 West, 6th P.M.
Section 28: E1/2E1/2, SW1/4SE1/4, NW1/4NW1/4, S1/2SW1/4 less 10 acres as described in book 419, page 17.

Township 10 North, Range 61 West, 6th P.M.
Section 3: N1/2, N1/2N1/2S1/2

and containing 710.00 acres, more or less.

Said lease recorded in reception number _____ of the records of said County and

WHEREAS, said description is incomplete and indefinite, and the lands intended to be covered by said lease are more accurately described as follows, to wit:

Township 11 North, Range 61 West, 6th P.M.
Section 13: N1/2, SE1/4
Section 24: W1/2
Section 26: W1/2, NE1/4
Section 28: E1/2E1/2, SW1/4SE1/4, NW1/4NW1/4, S1/2SW1/4 less 10 acres as described in book 419, page 17.
Section 34: W1/2

Township 10 North, Range 61 West, 6th P.M.
Section 3: N1/2, N1/2N1/2S1/2
Section 4: NE1/4

and containing 2,470.00 acres, more or less.

3246773 12/27/2004 12:16P Weld County, CO
1 of 1 R 6.00 D 0.00 Steve Moreno Clerk & Recorder

In said County and State:

NOW THEREFORE, in consideration of the premises, and for the purpose of making the said lease more definite and certain in respect to the identity of the lands intended to be covered thereby, we do hereby declare that it was and is our intention to lease for oil and gas purposes the identical tract of land last above described; and we hereby amend said lease in respect to the description of the lands included therein, as aforesaid, and ratify and adopt the same as so amended.

Executed this 6th day of December, 2004.

William F. Fabrizio
William F. Fabrizio

Veria M. Fabrizio
Veria M. Fabrizio

STATE OF COLORADO)
COUNTY OF WELD) ss.

Before me the undersigned, a Notary Public, within and for said County and State on this 8th day of December, 2004, personally appeared William F. Fabrizio and Veria M. Fabrizio, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me at they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



My commission expires: Dec 28, 2004

James P. Crawford
Notary Public

After recording return to:
Bison Energy Corp.
P.O. Box 3234
Littleton, CO 80161

EXHIBIT B

Attached to and made a part of the certain **SURFACE OWNER AGREEMENT** dated effective June 14, 2007, by and between Fabrizious and WPI.

DAMAGE PAYMENT RECEIPT AND WAIVER

KNOW ALL MEN BY THESE PRESENTS:

The undersigned represents and warrants to be the Owner of the (description of land), Weld County, Colorado, and that for and in consideration of the payment of Three Thousand Dollars (\$3,000.00) by Walsh Production, Inc., hereinafter referred to as "WPI", receipt of payment which is hereby acknowledged, does hereby release, discharge and acquit said WPI from all liability to the undersigned for damages claimed by the undersigned arising or caused by the drilling, completing, surface and drilling pit reclamation, setting of pumping unit and/or other method of producing, burying of lines, constructing battery facilities and roads for the (name of well) to be located in the (well legal location) in Weld County, Colorado.

If cattle will be present in the pasture during drilling operations WPI agrees to fence the pits for the drilling rig and install cattle guards as needed. Drilling mud will be allowed to dry in the open pits prior to burial and final reclamation. All disturbed fencing will be repaired to landowners satisfaction.

The undersigned hereby acknowledges that the drilling consultation requirement for the Fabrizious #1-28 Well, as set forth in the Colorado Oil and Gas Conservation Commission's Rule 306 a., has taken place.

EXECUTED this ____ day of _____, _____

SURFACE OWNER

William F. Fabrizious

OPERATOR

WALSH PRODUCTION, INC.

By: Dean R. Gackle, Vice President

3499547 08/24/2007 01:55P Weld County, CO
7 of 13 R 66.00 D 0.00 Steve Moreno Clerk & Recorder



3499547 08/24/2007 01:55P Weld County, CO
8 of 13 R 66.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT C

Attached to and made a part of the certain SURFACE OWNER AGREEMENT dated effective June 14, 2007, by and between Fabrizious and WPL

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **WALSH PRODUCTION, INC.**, P.O. Box 30, Sterling, CO 80751, (herein called "Assignor"), does hereby convey, transfer, assign, and set over unto William and Veleria M. Fabrizious, husband and wife, whose mailing address is 61184 WCR 87, Grover, CO 80729, (herein called "Assignee") a **ONE PERCENT OF EIGHT-EIGHTS (1.0% of 8/8ths)** of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the lands described on Exhibit "A" attached hereto and made a part hereof, under the provisions of the lease(s) described on Exhibit "A", said lands located in Weld County, State of Colorado, as an overriding royalty, free and clear of all cost and expense of development and operation thereof, except taxes applicable to said overriding royalty interest and the production therefrom.

To have and to hold the interest herein transferred and assigned unto Assignee, their heirs, devisees, personal representatives, successors and assigns, forever, subject only to the following terms and provisions: that

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the applicable lease(s) as described on Exhibit "A".

B. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon the said described lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations benefitting said lands.

C. This assignment of overriding royalty is made without warranty of title, either expressed or implied.

D. If Assignors interest in the oil and gas lease(s) described on Exhibit "A" is less than the entire interest, or if said oil and gas lease(s) cover less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately.

In witness whereof, Assignor has executed and delivered this assignment of overriding royalty interest as of this 14th day of June, 2007.

WALSH PRODUCTION, INC.

William M. Walsh
President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2007, before me personally appears William M. Walsh, President of Walsh Production, Inc., who being duly sworn by me, acknowledged that he executed the foregoing instrument at his act and deed for the uses and purposes therein stated.

Witness my hand and official seal.

Notary Public

My commission expires:

3499547 08/24/2007 01:55P Weld County, CO
9 of 13 R 66.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT "A"

**Attached to and made a part of that certain ASSIGNMENT OF OVERRIDING ROYALTY
dated effective June 14, 2007 by and between Walsh Production, Inc. as Assignor and
William and Veleria M. Fabrizio as Assignee.**

LOCATED IN WELD COUNTY, COLORADO

Lessor: Weld County, Colorado
Lessee: Walsh Production, Inc.
Date: February 9, 2005
Recording: Not Recorded
Description: Township 11 North, Range 61 West, 6th P.M.
Section 28: W/2NE/4, SW/4NW/4, E/2NW/4, N2SW/4, NW/4SE/4

EXHIBIT D

Attached to and made a part of the certain SURFACE OWNER AGREEMENT dated effective June 14, 2007, by and between Fabrizious and WPL

RIGHT OF WAY AND EASEMENT AGREEMENT
(PIPELINE)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned (hereinafter called "OWNER", whether one or more), for and in consideration of the sum of Ten & More Dollars (\$10.00+) in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Walsh Production, Inc., PO Box 30, Sterling, Colorado 80751, its successors and assigns, hereinafter called ("COMPANY"), a right of way and easement Thirty feet (30') in width reduced to Twenty feet (20') after construction for the purposes of laying, constructing, maintaining, operating, repairing, replacing and removing pipelines (with fittings, tie-overs, cathodic protection equipment and all appliances appurtenant thereto) for the transportation of oil, gas or any other liquids or substances for COMPANY'S operations across lands of OWNER, situate in the County of Weld, State of Colorado described as follows:

(Legal description of land)

Note: (description of ROW)

COMPANY shall have two (2) years from the date hereof to begin initial installation and construction, If COMPANY does not begin initial installation and construction within two (2) years from the date hereof, OWNER shall retain all bonus consideration paid and shall have no obligation to reimburse COMPANY. This shall be a covenant running with the land and shall burden the land and the successors, heirs or assigns of OWNER and COMPANY.

COMPANY shall bury the top of its pipe at least forty (40) inches below the surface of the ground. The undersigned OWNER, his successors, heirs or assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided, however, that COMPANY shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said pipelines, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. COMPANY shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipelines and over and across said lands described. COMPANY agrees to comply with all applicable state and local regulations.

COMPANY shall indemnify, defend and save and hold harmless OWNER from any and all claims, demands, causes of action, or liability for damages, loss or injuries that arise out of COMPANY'S operations on the land.

COMPANY shall restore the land as soon as practicable after the pipelines are completed. Restoration shall be made as near as possible to the condition when COMPANY first entered onto the land.

OWNER hereby warrants and agrees to defend the title to the above described premises. OWNER shall have the use of such right of way and easement except for any use which conflicts with the purposes for which this right of way and easement is granted; provided, however, OWNER shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way and easement except necessary fencing.

TO HAVE and HOLD said right of way and easement unto said COMPANY, its successors and assigns, until such pipelines are constructed and so long thereafter as a pipeline is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part hereof.

Executed this _____ day of _____, _____

OWNER

COMPANY

WILLIAM FABRIZIUS

WALSH PRODUCTION, INC.

By: Dean R. Gackle
Title: Vice President

3499547 08/24/2007 01:55P Weld County, CO
10 of 13 R 66.00 D 0.00 Steve Moreno Clerk & Recorder

Acknowledgments

STATE OF COLORADO)
)ss.
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this _____ day of _____, _____. By
Dean R. Gackle, as Vice President of Walsh Production, Inc.

WITNESS my hand and official seal

My commission expires: _____ Notary Public. _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____. By
William Fabrizius.

WITNESS my hand and official seal

My commission expires: _____ Notary Public. _____



3499547 08/24/2007 01:55P Weld County, CO
11 of 13 R 66.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT E

Attached to and made a part of the certain SURFACE OWNER AGREEMENT dated effective June 14, 2007, by and between Fabrizious and WPL

RIGHT OF WAY AND EASEMENT AGREEMENT
(ROADWAY)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned (hereinafter called "OWNER", whether one or more), for and in consideration of the sum of Ten & More Dollars (\$10.00+) in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Walsh Production, Inc., PO Box 30, Sterling, Colorado 80751, its successors and assigns, hereinafter called ("COMPANY"), a right of way and easement (the "Easement") Thirty feet (30') in width for roadway purposes, over and across the lands (the "Lands") of OWNER, situate in the County of Weld, State of Colorado described as follows:

(Legal description of land)

Note: (description of ROW)

This Easement is granted for the purpose of affording COMPANY (description of access and purpose). This Easement shall exist for the life of the Lease, to which reference is made for its terms and provisions. COMPANY shall only use so much of the Lands as are reasonably necessary for access to the lands covered by the Lease and shall use existing roadways whenever possible. The consideration paid to OWNER by COMPANY for the execution and delivery of this Easement is deemed full payment for COMPANY's use of such Easement during its entire term.

COMPANY shall have two (2) years from the date hereof to begin construction. If COMPANY does not begin initial construction within two (2) years from the date hereof, OWNER shall retain all bonus consideration paid and shall have no obligation to reimburse COMPANY. This shall be a covenant running with the land and shall burden the land and the successors, heirs or assigns of OWNER and COMPANY.

COMPANY shall indemnify, defend and save and hold harmless OWNER from any and all claims, demands, causes of action, or liability for damages, loss or injuries that arise out of COMPANY'S operations on the land.

OWNER hereby warrants and agrees to defend the title to the above described premises. OWNER shall have the use of such right of way and easement except for any use which conflicts with the purposes for which this right of way and easement is granted; provided, however, OWNER shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way and easement except necessary fencing.

Executed this _____ day of _____, _____

OWNER

COMPANY

WILLIAM FABRIZIUS

WALSH PRODUCTION, INC.

By: Dean R. Gackle
Title: Vice President

3499547 08/24/2007 01:55P Weld County, CO
12 of 13 R 66.00 D 0.00 Steve Moreno Clerk & Recorder

Acknowledgments

STATE OF COLORADO)
)ss.
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, By
Dean R. Gackle, as Vice President of Walsh Production, Inc.

WITNESS my hand and official seal


My commission expires: _____ Notary Public. _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, By
William Fabrizius.

WITNESS my hand and official seal

My commission expires: _____ Notary Public. _____


3499547 08/24/2007 01:56P Weld County, CO
13 of 13 R 66.00 D 0.00 Steve Moreno Clerk & Recorder

FIRST AMENDMENT TO SURFACE OWNER AGREEMENT

548

This First Amendment to Surface Owner Agreement is dated 8-23, 2007, and is by and between Walsh Production, Inc., hereinafter referred to as "WPI", and William and Veleria M. Fabrizio, hereinafter collectively referred to as "Fabrizius".

RECITALS:

A. WPI and Fabrizio have previously entered into a Surface Owner Agreement executed June 19, 2007, but effective as of June 14, 2007 (the "Surface Owner Agreement"), covering the following lands located in Weld County, Colorado:

T10N-R61W

Section 3: N/2, N/2S/2, Section 4: NE/4, and Section 11: NW/4

T11N-R61W

Section 13: All, Section 23: All, Section 24: W/2, Section 26, N/2, SW/4, Section 27: All, Section 28: All, except that portion of land contained in the Grover Cemetery, Section 33: All, and Section 34: W/2

All of the lands owned by Fabrizio and described above are hereinafter referred to as "Fabrizius Lands"; and

B. Fabrizio and WPI desire to amend certain provisions of the Surface Owner Agreement.

NOW THEREFORE in consideration of Ten Dollars and other mutual benefits derived pursuant to this Surface Owner Agreement, WPI and Fabrizio agree as follows:

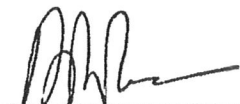
1. Paragraph 2, Overriding Royalty Assignment, of the Surface Owner Agreement is hereby amended to add the following sentence to the end of Paragraph 2:

"In the event that any leasehold estate, working interest or other interests of WPI under which an overriding royalty interest has been assigned to Fabrizio reverts to the mineral owner, for any reason, then the overriding royalty interest assigned to Fabrizio under such reverted interest shall terminate and cease immediately and automatically upon such reversion."

2. Exhibit "C", attached to the Surface Owner Agreement is hereby amended by deleting it in its entirety and replacing it with the attached revised Exhibit "C".

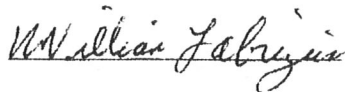
IN WITNESS WHEREOF: Executed this 23 day of August, 2007, but made effective as of June 14, 2007.

WALSH PRODUCTION, INC.

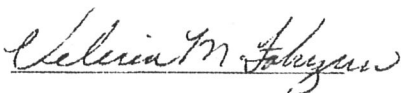


Dean R. Gackle, Vice President

WILLIAM FABRIZIUS



VELERIA M. FABRIZIUS



3499548 08/24/2007 01:55P Weld County, CO
1 of 5 R 26.00 D 0.00 Steve Moreno Clerk & Recorder

Acknowledgments

STATE OF COLORADO

)

)ss.

COUNTY OF LOGAN

)

The foregoing instrument was acknowledged before me this 23rd day of August, 2007,
By Dean R. Gackle, as Vice President of Walsh Production, Inc.

WITNESS my hand and official seal

My commission expires: 12/21/2009

Debby Marie
Notary Public.

STATE OF COLORADO

)

)ss.

COUNTY OF Logan

)

The foregoing instrument was acknowledged before me this 23rd day of August, 2007,
By William and Veleria M. Fabrizio.

WITNESS my hand and official seal

My commission expires: 12/21/2009

Debby Marie
Notary Public.


3499548 08/24/2007 01:55P Weld County, CO
2 of 5 R 26.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT C

Attached to and made a part of the certain SURFACE OWNER AGREEMENT dated effective June 14, 2007, by and between Fabrizious and WPI.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WALSH PRODUCTION, INC., P.O. Box 30, Sterling, CO 80751, (herein called "Assignor"), does hereby convey, transfer, assign, and set over unto William and Veleria M. Fabrizious, husband and wife, whose mailing address is 61184 WCR 87, Grover, CO 80729, (herein called "Assignee") a **ONE PERCENT OF EIGHT-EIGHTS (1.0% of 8/8ths)** of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the lands described on Exhibit "A" attached hereto and made a part hereof, under the provisions of the lease(s) described on Exhibit "A", said lands located in Weld County, State of Colorado, as an overriding royalty, free and clear of all cost and expense of development and operation thereof, except taxes applicable to said overriding royalty interest and the production therefrom.

To have and to hold the interest herein transferred and assigned unto Assignee, their heirs, devisees, personal representatives, successors and assigns, forever, subject only to the following terms and provisions: that

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the applicable lease(s) as described on Exhibit "A".

B. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon the said described lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations benefitting said lands.

C. This assignment of overriding royalty is made without warranty of title, either expressed or implied.

D. If Assignors interest in the oil and gas lease(s) described on Exhibit "A" is less than the entire interest, or if said oil and gas lease(s) cover less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately.

E. If Assignor's interest in any of the oil and gas leases described on Exhibit "A" reverts, for any reason, to the mineral owner of the minerals covered by such leases, then upon such reversion this overriding royalty shall cease and terminate immediately and automatically upon such reversion as to the interests that reverted to the mineral owner.

In witness whereof, Assignor has executed and delivered this assignment of overriding royalty interest as of this 14th day of June, 2007.

WALSH PRODUCTION, INC.

William M. Walsh
President


3499548 08/24/2007 01:55P Weld County, CO
3 of 5 R 26.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2007, before me personally appears William M. Walsh, President of Walsh Production, Inc., who being duly sworn by me, acknowledged that he executed the foregoing instrument at his act and deed for the uses and purposes therein stated.

Witness my hand and official seal.

Notary Public

My commission expires:


3499548 08/24/2007 01:55P Weld County, CO
4 of 5 R 26.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT "A"

**Attached to and made a part of that certain ASSIGNMENT OF OVERRIDING
ROYALTY
dated effective June 14, 2007 by and between Walsh Production, Inc. as Assignor and
William and Veleria M. Fabrizius as Assignee.**



3499548 08/24/2007 01:55P Weld County, CO
5 of 5 R 26.00 D 0.00 Steve Moreno Clerk & Recorder