



AMENDED ACCOMMODATION AND SURFACE DISTURBANCE AGREEMENT

This Amended Agreement is made and entered into and effective this 28<sup>th</sup> day of March 2006 by and between Laramie Land & Cattle Co., LLC (OWNER), whose address is 1512 Larimer St, Suite 1000, Denver, CO 80202 and Laramie Energy LLC (LARAMIE), 1512 Larimer Street, Suite 1000, Denver, CO 80202, is to amend the Accommodation and Surface Disturbance Agreement dated July 13, 2004 between Charles A. Micale and Laramie Energy, LLC. Laramie Land & Cattle Co., LLC is the successor to Charles A. Micale

NOW THEREFORE, the parties in, consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby agree to the following:

WHEREAS, the parties entered into an Accommodation and Surface Disturbance Agreement for Laramie to drill the My Way Ranch 8-4 well with a bottom hole location in the NWNW of Section 8, Township 10 South, Range 94 West and the My Way Ranch 6-16 well with a bottom hole location in the SESE of Section 16, Township 9 South, Range 94 West, drilled from a surface location in the NWNW of Section 8, Township 10 South, Range 94 West, 6<sup>th</sup> P.M. Mesa County, Colorado on Coury and Norell Lease ("the Property").

WHEREAS, Laramie intends to drill additional wells off of the existing surface location as described above and the parties hereby agree that the surface location may be enlarged as necessary to accommodate the drilling of additional wells.

WHEREAS, the parties hereby agree that paragraph 13 is also amended whereby Owner agrees that Laramie may drill bottom hole locations based on 10.00 acre spacing if Laramie determines that it is economically feasible to do so and if approved by the Colorado Oil and Gas Conservation Commission.

WHEREAS, the parties hereby agree that the terms and conditions of the Accommodation and Surface Disturbance Agreement are in full force and effect, specifically that the underlying Coury and Norell leases allowing wells to be drilled are not being superseded in any way by this amended agreement and are neither being added to nor subtracted from their original intent. Execution of this Amended Agreement 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 Regulation of the Colorado Oil and Gas Conservation Commission with respect to any and all wells drilled from this surface location.



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ACCOMMODATION AND SURFACE DISTURBANCE AGREEMENT

This Agreement is made and entered into and effective this 13<sup>th</sup> day of July, 2004 by and between Charles A. Micale (OWNER), whose address is P. O. Box 5103, Ft. Lauderdale, FL 33310, Fax (307) 637-5262 and Laramie Energy LLC (LARAMIE), 730 17<sup>th</sup> Street, Suite 405, Denver, CO 80202, Fax (303) 825-2158. LARAMIE is the successor to Strachan Exploration, Inc.

LARAMIE intends to drill the My Way Ranch 8-4 well with a bottom hole location in the NWNW of Section 8, Township 10 South, Range 94 West and the My Way Ranch 6-16 well with a bottom hole location in the SESE of Section 6, Township 10 South, Range 94 West, drilled from a surface location in the NWNW of Section 8, Township 10 South, Range 94 West, 6<sup>th</sup> P.M. Mesa County, Colorado on the Coury and Norell Lease ("the Property").

In consideration of the premises and of the covenants herein contained, OWNER and LARAMIE hereby agree as follows:

1. As consideration for this Agreement and in accordance with the Master Surface Use Agreement, LARAMIE shall pay Owner the sum of \$2,000.00, which payment shall constitute payment in full by Laramie for the following:
  - a. The access road will be from the existing access road to the Zeigel 7-1 well. From the gate a new road will be built crossing the irrigation ditch and following an existing trail on the northerly side of the irrigation ditch to the location as shown on the attached Exhibit "A".
  - b. The location will be located in the NWNW of Section 8, T10S, R94W as agreed to by Charles A. Micale (Owner) and Kenneth G. Leis (Laramie), witnessed by Jim Garbowski, Laramie's surveyor and Mark Roberts and Ken Roberts your ranch foremen on June 21, 2004.
  - c. The location will be approximately 350 feet by 250 feet to accommodate the drilling of multiply wells. This surface location will eliminate any additional surface locations in the W/2NW of Section 8, T10S, R94W.
  - d. A new surface location may need to be built in the NWNE of Section 7, T10S, R94W (northwest) from the Zeigel 7-1 well as shown on Exhibit "C & F" of the Master Surface Use Agreement. Prior to building the surface location, Owner and Laramie will have an on-site meeting to determine the best place to build the surface location. A new Accommodation and Surface Disturbance Agreement will be executed for this surface location, which would eliminate any additional surface locations in the NE of Section 7, T10S, R94W unless agreed to in writing by Owner.

- e. The access road and location will be built according to the surveyed plat attached hereto and made a part of this Agreement as Exhibit "A".
2. After Laramie has completed its drilling program from this surface location the disturbed areas of the access road and location will be contoured and seeded as much as possible to its original condition except for the area surrounding the well head, dehydrator, meter shed and water tank gathering area.
3. The underlying lease allowing this well to be drilled is not being superseded in any way by this accommodation and is neither being added to nor subtracted from its original intent.
4. The Accommodation Surface Disturbance Agreement in no way subtracts from current requirements under the Colorado Oil and Gas Conservation Commission regulations or any future regulations that may be enacted.
6. Laramie agrees to keep all access roads, right of ways and well site in a safe and prudent manner, in good order, free of noxious weeds, litter and debris at all times, as required by the COGCC.
7. Laramie agrees to save and hold Owner harmless from all claims and demands of all persons whomsoever for damages caused by Laramie, its agents or employees by exercise of rights herein granted under the conditions of his lease.
8. Should Laramie find it necessary to work over or service this well during its life, Laramie will reseed the damaged areas created by equipment or vehicles immediately on completion of the surface work weather permitting, but as soon as possible thereafter. However, Owner will cooperate with Laramie as reasonably necessary due to weather conditions, time of year and so forth.
9. Owner warrants and covenants that he is the sole owner of the property and that it is subject to current encumbrances so filed (conservation easement), etc.
10. This agreement can only be modified in writing.
11. Notice by either party hereto shall be promptly given orally and followed by a fax and immediately mailed to the parties at the address first shown above.
12. This Agreement and the rights and limitations set forth herein shall be binding upon the successors and assigns of the parties hereto, and shall be a covenant running with the ownership of the property.
13. The Master Surface Use Agreement under paragraph 4 requires notice be given to Owner for any down hole spacing of 80.00 acres. Owner by agreeing to this surface location agrees that Laramie may drill bottom hole location based on either 80.00 acre or

40.00 acre spacing if Laramie determines that it is economically feasible and if approved by the Colorado Oil & Gas Conservation Commission.

14. Execution of this Agreement will be deemed to satisfy the notice and consultation requirements contained in Rules 305 and 306, respectively, of the Rules and Regulations of the Colorado Oil and Gas Conservation Commission with respect to wells drilled from this surface location.

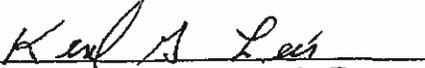
Executed to be effective as of 13<sup>th</sup> day of July 2004.

CHARLES A. MICALE

By: 

Charles A. Micale, Owner

LARAMIE ENERGY LLC

By: 

Kenneth G. Leis, Attorney-in-Fact

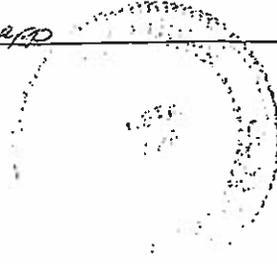
STATE OF COLORADO )  
 )ss  
COUNTY OF DELTA )

The foregoing instrument was acknowledged before me on this 13 day of July, 2004 by Charles A. Micale, personally known to me, who acknowledged before me that he executed the foregoing instrument for the uses and purposes set forth therein.

WITNESS my hand and seal.

My Commission Expires:  
09-03-04

Vaneta Knapp  
Notary Public



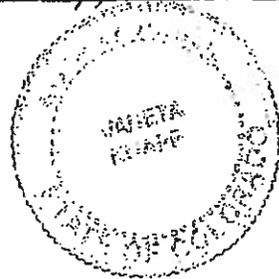
STATE OF COLORADO )  
 )ss  
COUNTY OF DELTA )

The foregoing instrument was acknowledged before me on this 13 day of July 2004 by Kenneth G. Leis, Attorney-in-Fact for Laramie Energy LLC, a Colorado limited liability company on behalf of said company.

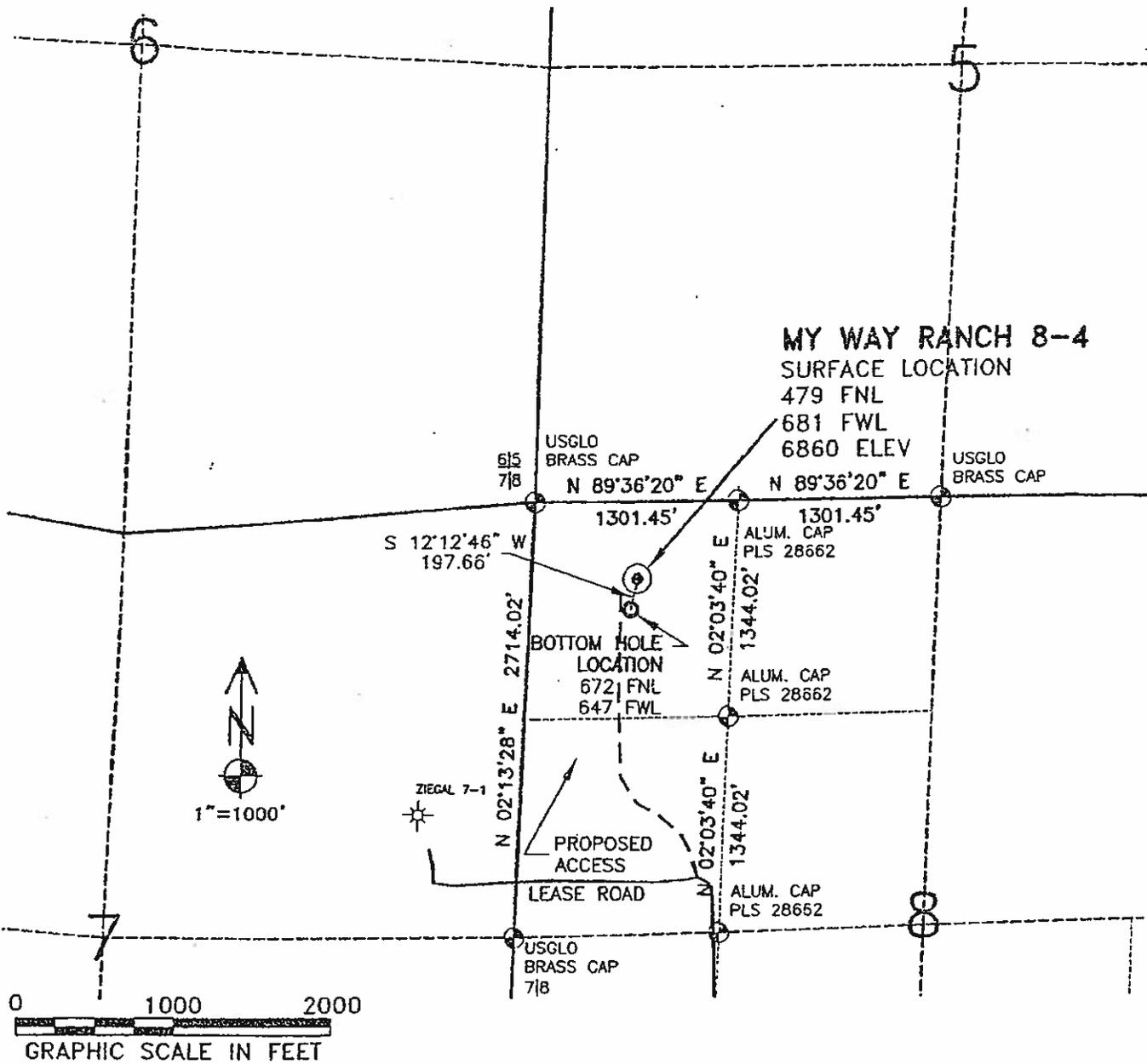
WITNESS my hand and seal.

My Commission Expires:  
09-03-04

Vaneta Knapp  
Notary Public

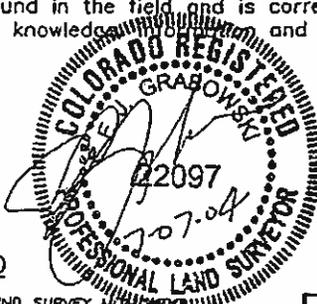


# SECTION 8 TOWNSHIP 10S RANGE 94W



### SURVEYOR'S STATEMENT

The undersigned hereby states that the well location shown hereon was staked on the ground based on existing monumentation and/or physical evidence found in the field and is correct to the best of my knowledge and belief.



### NOTES

- 1.) Basis of Elevation is the SW Corner of Section 6, T10S, R94W, 6th PM with a USGS Spot Elevation of 6537.
- 2.) All directions, distances, and dimensions shown hereon are based on coordinates from the "Colorado coordinate system of 1983 central zone" (article 52 of title 38, C.R.S.).
- 3.) All and section line dimensions shown hereon are based on field measurements of existing monuments and/or physical evidence found in the field unless otherwise indicated.
- 4.) Physical features shown hereon are for graphical representation only.
- 5.) This is not a land survey nor land survey plat.

### LEGEND

- FOUND SURVEY MONUMENT
- PRODUCING WELL
- IMPROVED ROAD
- TRAIL
- STREAM OR DRAINAGE
- (R) RECORD USGLO INFORMATION
- (C) CALCULATED DIMENSION
- 4 LOT NUMBER

**LAND SURVEYING AND MAPPING**  
 520 STACY COURT SUITE "B"  
 LAFAYETTE, CO. 80028  
 Ph 303 688 0379 Fx 303 685 8320

### EXHIBIT "A"

**PROPOSED WELL LOCATION MAP**  
 PREPARED FOR  
**LARAMIE ENERGY**  
 MY WAY RANCH 8-4  
 NW1/4 SECTION 8 T10S R94W 6th PM  
 MESA COUNTY, COLORADO

Drawing file: c:\osurv\buzzard\Drawings\WVR\_8-4.dwg (JVG Gate)  
 Date: 7/27/2004  
 Scale: 1:1000  
 Job: 10331P

