

MEMORANDUM OF SURFACE AGREEMENT

This Memorandum shall provide notice to all parties that Kerr-McGee Oil & Gas Onshore, LP, a Delaware limited partnership, and Sekich Properties LLC, have entered into an agreement dated June 3, 2010 (the "Agreement") covering the lands described on Exhibit A to this Memorandum. Among other matters, the Agreement provides certain accommodations to be made by both parties, subject to which, Kerr-McGee is authorized to commence drilling operations on the following wells at the following locations in Township 3 North, Range 67 West, Section 17:

KMG 20-17	SW/4SE/4 of Section 17
KMG 23-17	SW/4SE/4 of Section 17
KMG 35-17	SW/4SE/4 of Section 17
KMG 36-17	SW/4SE/4 of Section 17
KMG 37-17	SW/4SE/4 of Section 17

The term of the Agreement shall be for the duration of the oil and gas lease presently covering the subject lands. Further information regarding the terms of the Agreement may be obtained by contacting Kerr-McGee at 1099 18th Street, Denver, CO 80202, attention Denver Basin Land Manager.

Executed this 25th day of June, 2010.

KERR-McGEE OIL & GAS ONSHORE, LP

Jane Ann Byroad
By: JANE ANN BYROAD *TDE*
Title: Agent & Attorney in Fact

Date: *6/24/10*

SEKICH PROPERTIES LLC

By: *Nich Schults*

Title: *Manager*

Date: *6/14/10*

ACKNOWLEDGMENTS

STATE OF Texas)
) ss.
COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 25 day of June 2010, by Jane Ann Byroad as Agent & Attorney in Fact of **Kerr-McGee Oil & Gas Onshore LP**, a Delaware limited partnership.

WITNESS my hand and official seal.

My commission expires:



Jeanine Palmer

Notary Public

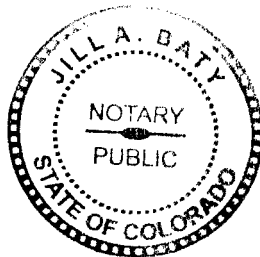
STATE OF Colorado)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 14 day of June, 2010, by Nick Sekich as Manager of **Sekich Properties LLC**.

WITNESS my hand and official seal.

My commission expires:

10.13.2010



My Commission Expires 10/13/2010

Jilla A. Baty

Notary Public



This aerial photo and all notations and depictions thereon is provided as a courtesy and is intended to be used for general reference purposes only. Kerr-McGee/Anadarko expressly disclaims any and all representations or warranties regarding the accuracy or the completeness of the information appearing on this aerial photo and any reliance on it for any purpose whatsoever is at the sole risk of the party so relying.



- Access Road
- KMG Gathering Line
- Duke Pipeline
- RGSI Pipeline
- Proposed Flowline
- Legal Drilling Window
- Exist Battery Location
- New Battery Location
- Proposed Wellhead
- Bottomhole Location
- Potential Drill Sites



Aerial Photo
Sec. 17-T3N-R67W
Weld County, CO

Author:

Teddy Ruampant

Edited By:

Terry Enright

Last Edited:

07/17/10

Kerr-McGee Oil & Gas Onshore LP

***1099 18th Street
Denver, CO 80202***

October 29, 2010

VIA FACSIMILE AND U.S. MAIL

Sekich Properties LLC
6790 County Road 32
Platteville, Colorado 80651

Re: Amendment to June 3, 2010 Surface Letter Agreement
Township 3 North, Range 67 West of the 6th P.M.
Section 17: SE/4 (Sekich 15-17 Well Pad)
Weld County, Colorado ("Property")

Dear Trustee:

In accordance with the recent discussions between Kerr-McGee Oil & Gas Onshore LP ("KMG") and Sekich Properties LLC ("Surface Owner"), it has been agreed to amend the June 3, 2010 Surface Letter Agreement (the "Agreement") as follows:

1. KMG may drill one (1) additional directional well, identified below, to accommodate Surface Owner's request for directional drilling to a legal drilling window location on Surface Owner's property. The surface location for this well will be located at:

KMG 19-17 SW/4SE/4 of Section 17

and the planned bottomhole location will be at

KMG 19-17: 1320'FSL 1320'FWL

2. The Exhibit A referred to in the first paragraph of the Agreement is hereby amended and attached hereto.

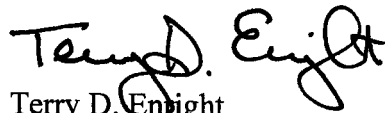
3. KMG shall pay to Surface Owner ~~the sum of Eight Thousand Dollars (\$8,000.00)~~ as full and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to the Lands or crops growing thereon that may occur as a result of KMG drilling and completion operations or continuing activities for the production or transportation of oil or gas including, without limitation, ingress to, egress from, and construction, use, maintenance, repair, replacement, and monitoring of wells, locations, equipment, mud and reserve pits, separators, tank batteries, pipelines, gathering lines, flowlines and any and all other reasonable and customary uses of land related to said operations and activities.

4. Unless amended hereby, the terms of the Agreement shall remain in full force and effect. If there is any conflict between the Agreement and this amendment, the terms of this amendment will control only to the extent necessary to resolve the conflict.

If the terms of this amendment accurately reflect the agreements reached, please so indicate by signing two originals of this amendment in the space provided below and returning one original to me at the address on the letterhead using the enclosed self addressed envelope. The second original is for your files. If you have any questions, please contact me at 970-590-0729 or 720-929-6469.

Sincerely,

Kerr-McGee Oil & Gas Onshore LP


Terry D. Enright
Staff Landman

SEKICH PROPERTIES LLC



Date: 11/18/10

cc: David Bell