

**EASEMENT, RIGHT-OF-WAY
And
SURFACE USE AGREEMENT**

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of the 28th day of December, 2010, by and between Bledsoe Land Company, L.L.L.P., by Robert E. Bledsoe, General Partner, whose mailing address is P.O. Box 406, Wray, CO 80758 ("Surface Owner" whether one or more) and Omimex Petroleum, Inc., whose office is located at 7950 John T. White Road, Fort Worth, Texas 76120-3608. This agreement covers certain lands situated in Yuma County, Colorado described as follows:

Township 5 North, Range 44 West, 6th P.M.

Section 06: NW/4NW/4 Bledsoe 12-6-5N-44W

For and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency are acknowledged, the undersigned agree to the terms and provisions set forth as follows:

1. Compensation for Well and Release of All Claims

Omimex shall pay the Surface Owner the sum of the negotiated price as set forth between Omimex Petroleum, Inc. and Bledsoe Land Company, L.L.L.C., which shall be a one time payment as full and final settlement, satisfaction and compensation for any and all detriment, depreciation, injury or damage to the Lands or crops growing thereon, including inconvenience, disruption or nuisance to Surface Owner that may occur as a result of Omimex's drilling and completion operation on or associated with the Well. Such payment shall also cover and discharge any obligation of Omimex with respect to the continuing operation, production activities for the Well including, without limitation, construction, use, maintenance, repair, replacement, and monitoring of well, locations, equipment, mud and reserve pits, separators, tank batteries, and any and all other reasonable and customary uses of the Lands related to said operations and activities.

2. Grants of Right-of-Way and Easement

Surface Owner grants, bargains, sells, assigns and conveys to Omimex an easement and right-of-way for the purpose of constructing, using and maintaining access roads, and locations for surface equipment on, over or through the Lands for (well name and number) drilled upon the Lands, for one year from the date of commencement of surface activities for drilling operations and so long thereafter as oil or gas is produced or capable of being produced from any well drilled on the Lands.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Agreement are a covenant running with the Land and shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the undersigned.

The undersigned have executed this Agreement and made it effective as of the day first written above.

Bledsoe Land Company, L.L.L.P.

By: 

Robert E. Bledsoe
General Partner

Omimex Petroleum, Inc.

By: _____

Clark P. Storms
Vice President

INDIVIDUAL ACKNOWLEDEMENT

STATE OF COLORADO

}

COUNTY OF YUMA

}

The foregoing instrument was acknowledged before me this 6th day of January, 2011, by Robert E. Bledsoe as General Partner of the Bledsoe Land Company.

Witness my hand and official seal.



Adrienne Garcia
Notary Public

Expiration: 11/20/2012

CORPORATE ACKNOWLEDEMENT

STATE OF TEXAS

}

COUNTY OF TARRANT

}

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by Clark P. Storms as Vice President of Omimex Petroleum, Inc., a Delaware Corporation, on behalf of said Corporation.

Witness my hand and official seal.

Notary Public

Expiration: _____

AGREEMENT

This Agreement is entered into this 28th day of December, 2010, by and between **BLEDSON LAND COMPANY, L.L.P.**, by Robert E. Bledsoe, General Partner whose mailing address is P.O. Box 406, Wray, Colorado 80758 ("Surface Owner"), and **OMIMEX PETROLEUM, INC.**, with offices at 7950 John T. White Road, Fort Worth, Texas 76120-3608.

Whereas; Omimex Petroleum Inc. has the right to drill a well on the lands described below to search, explore and produce hydrocarbon products:

Township 5 North, Range 44 West, of the 6th P.M.
Section 06: NW/4NW/4

1. Compensation for Operations; Release of All Claims

Omimex Petroleum, Inc. shall pay to Surface Owner the sum of FIVE THOUSAND DOLLARS AND NO ONE-HUNDRETHS (\$5,000.00) on or before the date of first production of the Bledsoe 12-6-5-44 well (the "Well"), which shall be a onetime payment as full and final settlement, satisfaction and compensation for any and all detriment, depreciation, injury or damage to the Lands or crops growing thereon, including inconvenience, disruption or nuisance to Surface Owner that may occur as a result of Omimex Petroleum, Inc.'s drilling and completion operations on or associated with the Well. Such payment shall also cover and discharge any obligation of Omimex Petroleum, Inc. with respect to the continuing operation, production activities for the Well including, without limitation, construction, use, maintenance, repair, replacement, and monitoring of well, locations, equipment, mud and reserve pits, separators, tank batteries, and any and all other reasonable and customary uses of the Lands related to said operations and activities.

In addition, by the date of first production of the Well, Omimex Petroleum, Inc. shall pay to Surface Owner for damages to the Lands caused by the building of any new access road from the current two-track road to the well site which may be used by Omimex Petroleum, Inc. for operations at the Well for a consideration of ONE THOUSAND ONE HUNDRED EIGHT DOLLARS AND NO ONE-HUNDRETHS (\$1,108.00), being \$2.00 per foot for 554.00 feet of road.

2. Reclamation of Drill site and Access Roads – Completed Well.

Within two weeks of conclusion of drilling and completion operations, Omimex Petroleum, Inc. agrees to restore the existing two-track road (the "Existing Road(s)") to a condition that resembles as closely as reasonably practicable the condition it was in prior to the commencement of Omimex Petroleum, Inc.'s operations. In particular, Omimex Petroleum, Inc. will fill any ruts in the Existing Road(s) with a mixture of gravel and caliche. If Surface Owner believes that Omimex Petroleum, Inc.'s road reclamation has been inadequate, the parties shall meet to review and discuss the condition of the affected portions of the Existing Road(s). If, after meeting with Omimex Petroleum, Inc., Surface Owner still reasonably believes, in good faith, that Omimex Petroleum, Inc. has not restored the Existing Road(s) to a condition that is substantially similar to its pre-existing condition, Omimex Petroleum, Inc. will pay Surface Owner \$16.50 a rod for that portion of the Existing Road(s) that cannot be restored.

If the Well is completed as a producing well, Omimex Petroleum, Inc. agrees to improve the Existing Road(s) or build a gravel road to the well site at a location agreeable to both Surface Owner and Omimex Petroleum, Inc.. Said road to be improved or built before the well commences actual production. In addition, cattle guards will be installed and maintained at all fence crossings at Omimex Petroleum, Inc.'s expense.

All mud from the pits will be broken up and buried at least four feet below surface and the top soil will be spread back over the mud pits. That portion of the site that has been disturbed by Omimex Petroleum, Inc.'s operations will be returned to its original contour as close as practicable to its original condition before drilling operations. In addition, to prevent erosion, straw will be injected into the soil within 45 days of the rig being removed. The disturbed portion of the drill site not used for operations will be reseeded within 45 days of the conclusion of pre-production operations, or by May 15, whichever is later relative to the growing season. All restoration and re-vegetation shall be in accordance with Colorado Oil and Gas Commission rules and regulations.

3. Reclamation of Drill site and Access Roads – Abandoned Well

If the Well is plugged and abandoned, within two weeks of abandonment, Omimex Petroleum, Inc. agrees to restore the Existing Road(s) to the condition it was in, as close as reasonably practicable, prior to the commencement of Omimex Petroleum, Inc.'s operations by filling the ruts in the Existing Road(s) with a mixture of gravel and caliche. If Surface Owner believes that Omimex Petroleum, Inc.'s road reclamation has been inadequate, the parties shall meet to review and discuss the condition of the affected portions of the Existing Road(s). If, after meeting with Omimex Petroleum, Inc., Surface Owner still reasonably believes, in good faith, that Omimex Petroleum, Inc. has not restored the Existing Road(s) to a condition that is substantially similar to its pre-existing condition, Omimex Petroleum, Inc. will pay Surface Owner \$1.00 per foot for that portion of the Existing Road(s) that cannot be reclaimed. Omimex Petroleum, Inc. will also pay Surface Owner an additional \$16.50 per rod for any roads created off of existing roads that cannot be reclaimed. In this case, Surface Owner will perform own reclamation.

If the Well is abandoned, the well site and any portion of the adjacent Lands that have been disturbed by Omimex Petroleum, Inc. will be reseeded with native grasses within three months of abandonment of the site or by May 15, whichever is later relative to the growing season. In addition, to prevent erosion, straw will be injected into the soil within 45 days of the rig being removed. All restoration and re-vegetation shall be in accordance with Colorado Oil and Gas Commission rules and regulations. Omimex Petroleum, Inc. will confer with Surface Owner before reclamation is commenced to determine the disturbed areas to be reclaimed.

4. Non-Disclosure Statement

The terms and conditions of this Agreement are confidential and Surface Owner agrees that it shall not disclose any of the terms contained herein to any third party. This Agreement shall not be recorded.

5. Additional Provisions

A) Ways of ingress and egress, well site areas, tank battery/treater locations and tanker truck service areas shall be discussed by Surface Owner and Omimex Petroleum, Inc. prior to commencement of operations. Omimex Petroleum, Inc. will notify Surface Owner 24 hours prior to commencement of construction and/or drilling operations.

B) The total area of the well site shall not exceed 300' X 300'.

C) When digging the mud pits, the top soil or top 12 inches will be removed and saved until the mud pits have dried. All mud from the pits will be buried at least four feet below surface and the top soil will be spread back over the mud pits. That portion of the site that has been disturbed will be returned to its original contour as close as practicable to its original condition before drilling operations.

D) Omimex Petroleum, Inc. agrees to install a fence around the drill site location prior to the time that cattle will be grazing in the area or April 15th, whichever is the earlier. Said fence shall be a 4-line barbed wire fence with steel T-posts placed no more than one rod apart and with at least one wire stay between each post. Prior to installing the fencing, Omimex Petroleum, Inc. will confer with Surface Owner regarding the area to be fenced. Fencing may encompass more than the actual drill site to facilitate erosion control during reclamation. Surface Owner will remove fences when reclamation is complete and Surface Owner may retain all salvaged fencing materials.

E) Omimex Petroleum, Inc. shall install a temporary cattle guard at the point that the Existing road intersects with the fence. Omimex Petroleum, Inc. will replace the temporary cattle guard with a permanent cattle guard, if the Well is completed as a producer. Where locked gates are required, both Omimex Petroleum, Inc. and Surface Owner will be issued keys.

F) No firearms or hunting by Omimex Petroleum, Inc. employees, agents or contractors will be allowed on the Lands.

G) In the absence of an emergency or prior permission from Surface Owner, Omimex Petroleum, Inc. employees, agents and contractors shall not enter or cross any portion of the Lands other than the designated drill site or production roads.

H) Maximum speed limit on production/access roads will be 25 miles per hour.

I) If any livestock are killed or injured by Omimex Petroleum, Inc. employees, their vehicles, equipment or facilities, Omimex Petroleum, Inc. will pay Surface Owner 1½ times the market value of the animal as determined by an independent expert that will be chosen jointly by Surface Owner and Omimex Petroleum, Inc..

J) If a fire is started from the drill site or existing road to the drill site by Omimex Petroleum, Inc. or its employees, agents or contractors, Omimex Petroleum, Inc. will pay Surface Owner \$300 per acre for each acre damaged.

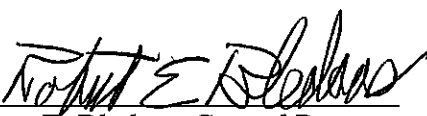
K) Omimex Petroleum, Inc. and Surface Owner agree that pipeline right-of-ways will be negotiated before construction of any pipelines.

L) In the event that Omimex Petroleum, Inc. or its assigns, contractors or employees (collectively Omimex) construct a well and/or produce a well that lies within an irrigation circle and Omimex personnel or equipment cause damage to the Lessor's irrigation equipment. Omimex shall have no less than 24 hours to view, inspect, photograph and repair the equipment to a mutually agreed upon standard. Should Omimex fail to make said repairs, Omimex shall reimburse the Lessor for the reasonable repairs made by a third party to any irrigation equipment damaged by Omimex.

This Agreement shall be binding upon the parties hereto as well as their respective successors and assigns.

The parties hereto have executed this Letter Agreement as of the day first above written.

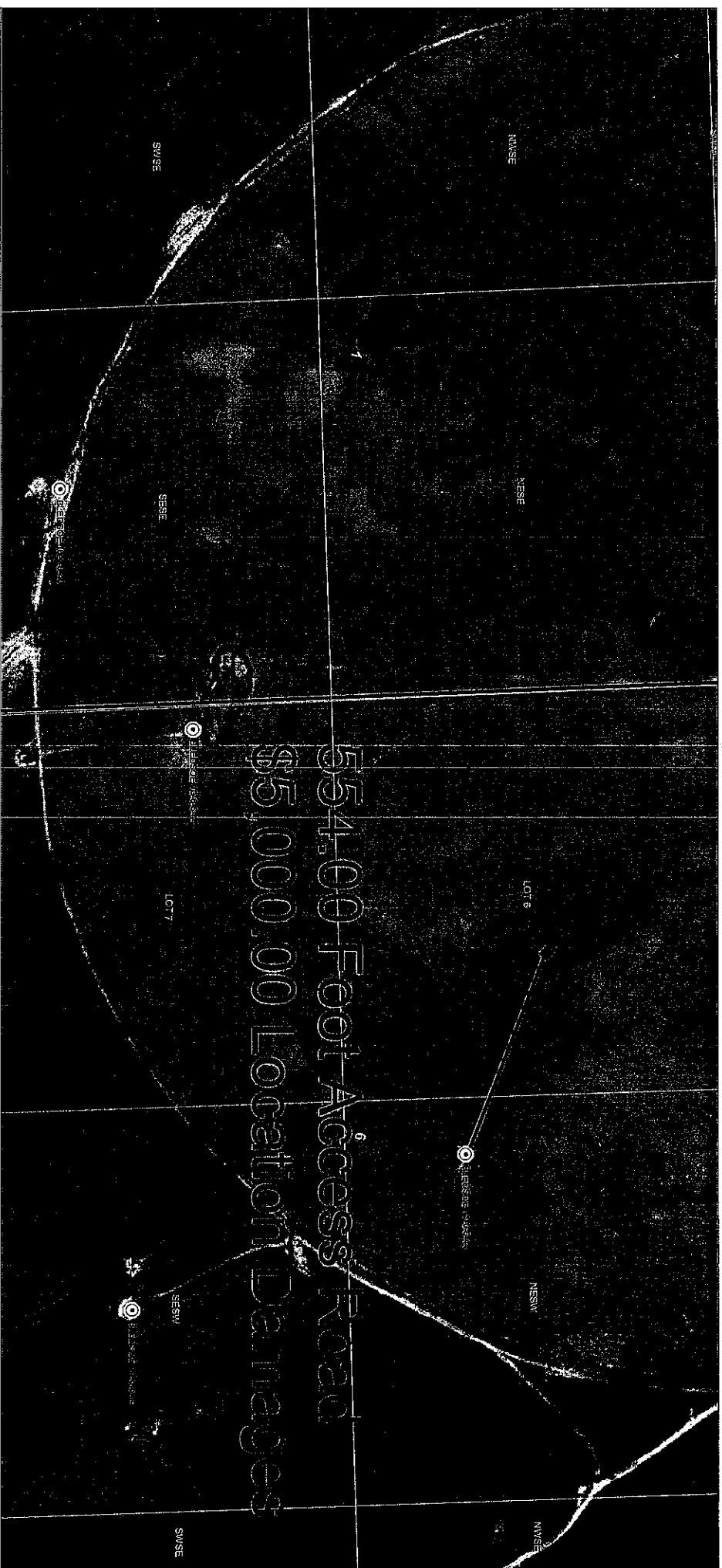
BLEDSON LAND COMPANY, L.L.L.P.

By: 
Robert E. Bledsoe, General Partner

OMIMEX PETROLEUM, INC.

By: _____
Clark P. Storms
Vice President

Bledsoe 12-6-5N-44W



SCALE 1 : 5,645

