

## AGREEMENT

THIS AGREEMENT ("Agreement"), is made and entered into this 24 day of March, 2007 by and between United States Exploration, Inc., 1625 Broadway, Suite 2000, Denver, Colorado 80202, ("USX") and Wells Ranch LLLP, a Colorado limited liability limited partnership, whose address is 32010 Weld County Road 63, Gill, Colorado 80624, as surface owner ("Surface Owner"). USX and Surface Owner are sometimes referred to herein individually as a "Party and collectively as the "Parties".

WITNESSETH:

WHEREAS, Surface Owner owns the surface estate of the property, which is more fully described on Exhibit "A" attached hereto, said lands hereinafter referred to as the "Property";

WHEREAS, USX owns or may have rights to earn oil and gas leases under the Property (the "Leased Lands") which are more fully described on Exhibit "B".

WHEREAS, USX desires to have un-encumbered access to the Property for the purpose of permitting, drilling, completing, producing, operating, maintaining oil and gas wells, and installing gas transportation pipelines to the extent necessary on the Leased Lands.

WHEREAS, Surface Owner is willing to grant USX access to the Leased Lands under certain terms and conditions.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, to be kept and performed by the Parties hereto, Surface Owner and USX agree as follows:

### I. Operational Covenants.

A. Payment to Surface Owner. Prior to commencement of drilling operations on the Lands, USX shall pay Surface Owner the following sum as full settlement and satisfaction of all damages growing out of, incident to, or in connection with the usual and customary exploration, drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations, unless otherwise specifically provided herein:

1. [REDACTED] for each proposed wellsite located on the Property together with any lands used for access roads, production facilities, pipelines, flowlines or other necessary facilities in connection with the wellsite.

2. If, by reasons directly resulting from the operations of USX, there is damage to real or personal property upon the Property which is not associated with usual and customary operations, including, but not limited to, damage to livestock, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural water ways, such damage will be repaired or replaced by USX, or USX will pay reasonable compensation to Surface Owner for such additional actual damage or an amount equal to the reasonable costs to repair such actual damages.

AGREED TO AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

Surface Owner: Wells Ranch LLLP

By: 

Title: owner, General Partner

Tax ID#: 84-0929404

UNITED STATES EXPLORATION, INC.

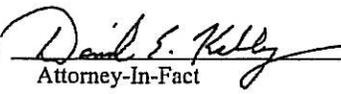
By:   
Attorney-In-Fact *APP. idl*

Exhibit "A"

Attached to and by reference made a part of that certain Agreement dated March 2<sup>nd</sup>, 2007 by and between Surface Owner and United States Exploration, Inc. as "USX" covering the following lands located in Weld County, Colorado:

Township 5 North, Range 62 West

Section 3: W/2  
Section 4: All  
Section 5: All  
Section 6: All  
Section 7: All  
Section 8: All  
Section 9: All

Township 5 North, Range 63 West

Section 1: All  
Section 2: All  
Section 3: All  
Section 4: All  
Section 5: All  
Section 10: E/2  
Section 11: All  
Section 12: All  
Section 14: All  
Section 15: All

Township 6 North, Range 62 West

Section 5: All  
Section 6: E/2  
Section 7: All  
Section 8: All  
Section 17: All  
Section 18: All  
Section 19: All  
Section 20: All  
Section 21: All  
Section 28: All  
Section 29: All  
Section 30: All  
Section 31: All  
Section 32: All  
Section 33: All

Township 6 North, Range 63 West

Section 10: E/2  
Section 11: All  
Section 12: All  
Section 13: All  
Section 14: All  
Section 15: All  
Section 19: E/2  
Section 20: All  
Section 21: All  
Section 22: All  
Section 24: All  
Section 23: All  
Section 25: All  
Section 26: All  
Section 27: All  
Section 28: All  
Section 29: All  
Section 30: E/2  
Section 31: E/2  
Section 32: All  
Section 33: All  
Section 34: All  
Section 35: All  
Section 36: All

**Exhibit "B"**

Attached to and by reference made a part of that certain Agreement dated March 24, 2007 by and between Surface Owner and United States Exploration, Inc. as "USX" covering the following lands located in Weld County, Colorado:

Township 5 North, Range 63 West

Section 1: All  
Section 3: All  
Section 5: All  
Section 11: All  
Section 15: All

Township 6 North, Range 62 West

Section 7: All  
Section 17: All  
Section 19: All  
Section 21: All  
Section 29: All  
Section 31: All  
Section 33: All

Township 6 North, Range 63 West

Section 11: All  
Section 13: All  
Section 15: All  
Section 19: E/2  
Section 23: All  
Section 25: All  
Section 27: All  
Section 31: E/2  
Section 33: All  
Section 35: All