

SURFACE USE AGREEMENT

This Surface Use Agreement ("Agreement") is dated and made effective this 1st day of December, 2010 ("Effective Date"), between Petroleum Development Corporation (d/b/a PDC Energy) and its wholly owned subsidiary, UNIOIL Corp. ("UNIOIL"), with an address of 1775 Sherman Street, Suite 3000 Denver, CO 80203 and Zeiler Farms, Inc., a Colorado Corporation ("Surface Owner"), with an address of 1205 Lochmount Drive, Loveland, Colorado 80537-4536.

ATTESTATIONS

A. Surface Owner owns the surface estate of that certain tract of land consisting of a portion of the SW/4 Section 7, Township 5 North, Range 67 West, 6th P.M., Weld County, Colorado (hereinafter referred to as the "Property");

B. Surface Owner uses the surface of the Property as part of its farming operation but plans to develop the surface of the Property for residential and/or commercial purposes;

C. Surface ownership of the Property is subject to the rights of the oil and gas leasehold estate owned by UNIOIL, pursuant to which UNIOIL has the right to develop its oil and gas leasehold estate by drilling wells (the "Wells") on the Property. UNIOIL and Surface Owner enter into this Agreement to supplement, but not in derogation of, said ownership rights;

D. This Agreement sets forth the parties' rights and obligations regarding the relationship between the use of the Property by Surface Owner and the development of the oil and gas estate underlying the Property, such rights and obligations to be binding upon the parties' successors and assigns.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. OIL AND GAS OPERATIONS AREA.

Surface Owner shall set aside and provide to UNIOIL that portion of the Property hereinafter referred to as the, "Gove Well Pad Area" ("GWPA"), such area being depicted on Exhibit "A" attached hereto and made a part hereof. The GWPA is to be made available to UNIOIL in its present condition for any operations conducted by UNIOIL in connection with the drilling of wells for the production of oil and gas ("Wells"), including, but not limited to: locating, drilling, stimulating, completing, restimulating, recompleting, deepening, producing, maintaining, plugging, and abandoning oil and gas wells; installing and operating associated pipelines and production facilities; and, constructing, maintaining and reclaiming the GWPA, production facilities, pipelines and roads (collectively the "Operations"). Except for the GWPA, and the access roads and easements associated with flowlines, gathering lines and pipelines as provided in this Agreement, UNIOIL shall not occupy the surface of the Property except in the event of an emergency or for reasonable incidental, temporary and non-damaging activities, for which UNIOIL shall be strictly and solely responsible for any damages that may occur as a result of its activities.

2. WELL LOCATIONS.

UNIOIL shall have the right to drill Wells within the GWPA, including directional wells that produce from and drain lands other than the Property provided such lands are validly pooled with all or any portion of the lands included in UNIOIL's oil and gas lease covering the Property, and so long as such locations are permitted locations under the then applicable well spacing regulations of the Colorado Oil and Gas Conservation Commission ("COGCC") or exceptions granted thereto by the Director of the COGCC. UNIOIL shall locate wellheads and surface equipment in the GWPA in accordance with Exhibit "A." As part of the consideration for this Agreement, Surface Owner hereby waives its right to, and covenants that it shall not, protest or object to any such exception location or application for same by UNIOIL as long as the exception location or application is in accordance with this Agreement. Surface Owner acknowledges that UNIOIL currently plans to drill seven (7) wells on the Property, including the following four (4) "Enumerated Wells" for which Surface Owner is agreeing to compensate UNIOIL for utilizing directional drilling methods from the GWPA :

Zeiler 13-7DU	T5N-R67W-SEC 7: NW/4SW/4	(bottomhole location)
Zeiler 14-7DU	T5N-R67W-SEC 7: SW/4SW/4	(bottomhole location)
Zeiler 23-7DU	T5N-R67W-SEC 7: NE/4SW/4	(bottomhole location)
Zeiler 24-7DU	T5N-R67W-SEC 7: SE/4SW/4	(bottomhole location)

(In addition to the above Enumerated Wells, Surface Owner agrees and acknowledges that UNIOIL currently has the right to drill up to three (3) additional infill wells pursuant to Colorado Oil & Gas Conservation Commission ("COGCC") Rule 318.A(e) (2 CCR 404-1), as such rule was in effect on December 3, 2006, each such infill well to be directionally drilled at the sole discretion, cost and expense of UNIOIL, and to be located as close as is reasonably possible to the Enumerated Wells listed above.)

Surface Owner desires that the Wells be drilled directionally from the well pad for the UNIOIL No. 1 Gove ("GWPA") in the SW/4 of Section 7. UNIOIL is agreeable to drilling such Wells from the GWPA, in return for cash payments that contribute towards UNIOIL's assumption of risk and incremental cost to utilize directional drilling technology to drill the Enumerated Wells, including, but not limited to, the dry hole risk of drilling deviated wellbores, and to operate and maintain directional wells. Accordingly:

- a. Owner agrees to pay to UNIOIL

Surface Owner's payment obligation shall be limited to said production payment. Surface Owner shall have no further payment obligation should production from a well cease before recovery of the Surface Owner's payment obligation shall be limited to the Enumerated Wells. Surface Owner shall execute a directive to Anadarko E&P Company L.P.

and Andarko Land Company ("Anadarko"), or their successors or assigns, authorizing them to send the checks payable to Zeiler Farms, Inc. for surface owner production payments for each Enumerated Well directly to UNIOIL (Attn. Land Department, at 1775 Sherman Street, Suite 3000, Denver CO, 80203), and shall also execute a Power of Attorney authorizing UNIOIL to endorse and deposit such payments for its own account. UNIOIL shall provide Surface Owner with a statement showing the reimbursement account balance for an Enumerated Well within thirty (30) days of receiving a check, and shall inform Anadarko when the reimbursement account balance for any Enumerated Well has been satisfied and the date on which Anadarko shall commence to send the checks for surface owner production payments for such Enumerated Well directly to Surface Owner. To the extent that a check is in an amount in excess of the remaining reimbursement account balance for an Enumerated Well, UNIOIL shall refund the overage to Surface Owner within thirty (30) business days. Surface Owner may prepay the unpaid balance of the _____ including accrued interest, at any time and thereafter receive the remainder of the production payment.

(i) In addition, Surface Owner agrees to pay to UNIOIL _____ owed to UNIOIL by Surface Owner in the matter of Civil Action No. 07-CV-1985 (WYO-MJW).

(ii) In addition, Surface Owner agrees to pay to UNIOIL _____ defray the costs of moving the existing tank battery for the Gove No. 1 well to the GWPA.

(iii) Payment of the above amounts shall be made concurrently with the execution of this Agreement, by cashier or bank check, or by wire transfer, payable to UNIOIL in the combined amount of _____

b. Surface Owner acknowledges and agrees that its promise to make the cash payments to UNIOIL as specified herein shall constitute a covenant running with the Property. In the event that Surface Owner defaults on its obligations hereunder, UNIOIL shall be entitled to immediate payment of the combined reimbursement account balance for all of the Enumerated Wells, including accrued interest, plus reasonable court costs and attorney fees, and UNIOIL shall have the right to file a lien against the Property to secure the payment of such amount.

c. Surface Owner expressly acknowledges and agrees that UNIOIL's assent to assume the risk and incur the incremental cost associated with drilling and operating directional wells, whether or not offset by Surface Owner's cash payments, constitutes good and valuable consideration for this Agreement. Surface Owner acknowledges and agrees that UNIOIL has consulted in good faith with Owner as to its proposed Operations, in accordance with COGCC regulations, or hereby waives such requirements. Surface Owner further acknowledges and agrees that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, UNIOIL's obligation to accommodate Surface Owner's use of the surface of the described lands, existing or future, and waives any statutory or common law claim to the contrary. Upon execution of this Agreement, Surface Owner shall direct its attorney to dismiss with prejudice appeal No. 10-1400 filed with the 10th Circuit Court of Appeals with respect to the decision in Civil Action No. 07-CV-1985 (WYO-MJW).

d. Surface Owner expressly acknowledges, and otherwise gives, grants and conveys unto UNIOIL, the right to use the GWPA for all purposes necessary or convenient for the Operations, and all rights incident and appurtenant thereto, including the right of unimpeded ingress and egress across the Property.

3. SETBACK REQUIREMENTS.

From and after the Effective Date of this Agreement, Surface Owner will not locate any new lot line, building, or structure within fifty feet of the GWPA. Surface Owner may locate streets and trails adjacent to the GWPA with the consent of UNIOIL, which consent shall not be unreasonably withheld. Surface Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. In order to give full effect to the purposes of this Agreement, Surface Owner hereby waives its right to object to the location of any of UNIOIL's facilities on the basis of setback requirements in the rules and regulations of the COGCC, as they may be amended from time to time, provided that such facilities are located in accordance with this Agreement. Surface Owner further and similarly waives its right to object to any other state or local setback requirements or other requirements or regulations that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of UNIOIL, its successors or assigns, to explore for and produce the oil and gas in accordance with this Agreement. Surface Owner agrees to the rules and regulations as they apply today, but does not waive any right to benefit from changes in the future by COGCC or governmental agencies that might cost or inconvenience UNIOIL. UNIOIL, its successors or assigns may cite the waiver in this paragraph in order to obtain a location exception or variance under COGCC rules or from any other state or local governmental body having jurisdiction. Surface Owner agrees not to object to the use of the surface in the GWPA so long as such use is consistent with this Agreement, and Surface Owner will provide UNIOIL, its successors or assigns with whatever written support they may reasonably require to obtain permits from the COGCC or any local jurisdiction.

4. SURFACE EQUIPMENT, GATHERING LINES AND FLOWLINES.

Subject to the limitations hereinafter described, UNIOIL has a continuing right and entitlement to own, operate, maintain, repair and replace all treaters, tanks, separators, meters, emission control units, flow lines, gathering lines and other equipment and pipelines that may be necessary or convenient to its operations on the Property; with the exception of compressors, other than wellhead compressors, which shall not be located on the Property. Although this Agreement is intended to confine the placement of those equipment and pipelines to certain specified locations within the Property as depicted on Exhibit A, nothing herein shall be construed as a limitation on UNIOIL's ultimate right to make all necessary well connections; provided, however, that Surface Owner may request that UNIOIL relocate any surface equipment, flowlines, gathering lines and pipelines at Surface Owner's sole cost and expense, and UNIOIL shall not refuse such reasonable request provided that Surface Owner provides a practical substitute location for relocated equipment and provided further that such relocation is feasible and reasonable from a technical and engineering standpoint and complies with all applicable rules and regulations.

Simultaneously with this Agreement, Surface Owner shall execute, acknowledge and deliver to UNIOIL a Right of Way Grant (the "Petroleum Pipeline Easement") on the form that is attached hereto as Exhibit "B." The Petroleum Pipeline Easement shall be forty feet (40') in width during construction, installation or relocation operations and otherwise reduced to fifteen feet (15') in width for post-construction usage. In the event that UNIOIL relocates any pipelines, UNIOIL shall abandon the pipeline locations that will no longer be used due to the relocation but only after the completion of such relocation and at such time as Surface Owner has provided UNIOIL with a new Right of Way Grant if needed. If a pipeline, prior to relocation, was granted by way of a recorded easement or right-of-way, such release of the abandoned portion shall also be recorded.

Pipelines shall be located within the Petroleum Pipeline Easement unless otherwise agreed upon in writing between Surface Owner and UNIOIL. UNIOIL acknowledges that the Petroleum Pipeline Easement will be non-exclusive and agrees that it will not object to its concurrent use by other oil and gas operators or utilities, as Surface Owner may grant from time to time, so long as such other uses do not interfere with UNIOIL's operations. Notwithstanding the foregoing, Surface Owner shall not place or permit to be placed any other utility or structure within ten feet horizontally or two feet vertically of any UNIOIL pipeline. The Petroleum Pipeline Easement and GWPA shall be depicted and labeled on all subdivision plats submitted to Weld County or any local jurisdiction.

UNIOIL shall not, without the prior written consent of Surface Owner, have the right to lay additional flowlines or pipelines on the Property, outside the Petroleum Pipeline Easement, except that Surface Owner acknowledges UNIOIL's easement for "laying pipelines" under that certain Oil and Gas Lease dated December 23, 1970, between Union Pacific Railroad Company and Pan American Petroleum Corporation covering the Property (among other lands) and consents to the northward extension of the gathering pipeline owned and operated by DCP Midstream from the GWPA to connect to the Heinrich battery in the NW/4 of Section 7. All flowlines and pipelines shall be buried to a depth of approximately 52 inches from the surface. Surface Owner shall maintain a minimum of 47 inches and not more than 72 inches of cover over all pipelines and flowlines during any of Surface Owner's operations on the Property. The construction and burying of additional flowlines, gathering lines and pipelines shall be at the sole cost and expense of UNIOIL or its gas purchaser.

5. ACCESS.

Surface Owner shall provide UNIOIL with continuous access to all of the GWPA ("Access Road"). The Access Road to be used by UNIOIL shall be that depicted and described on the attached Exhibit "A" and shall run from County Road 13, in an agreed upon route east to the GWPA. Upon Surface Owner's request, UNIOIL shall place a lockable gate at the entrance to the Access Road, and shall keep the gate locked when not in use by UNIOIL's employees, contractors and agents.

Surface Owner shall have the right to relocate or substitute such Access Road with a different Access Road, built to the standards described herein, at Surface Owner's cost and expense. The Access Road constructed by UNIOIL as part of its access road expansion and

development will be used to access the GWPA area, shall be of sufficient scope to allow UNIOIL to conduct its oil and gas operations, but shall be no greater than forty feet (40') in width during construction and drilling activities, and fifteen (15') thereafter, and built to withstand a minimum of 104,000 pounds and 26,000 pounds per axle. Access Roads no longer used by UNIOIL pursuant to such relocations or substitutions shall be abandoned and returned to their original top soil base.

6. BATTERIES AND EQUIPMENT.

UNIOIL shall have the right to locate, build, repair and maintain tanks, separators, dehydrators, and other equipment in the GWPA which are necessary or convenient for the operation and production of the Wells within the GWPA in the locations shown on Exhibit "A". All production facilities shall be consolidated as close together as is reasonably practicable. No compressors, other than wellhead compressors, shall be located on the Property.

With respect to UNIOIL's equipment and facilities other than flowlines or pipelines:

a. UNIOIL shall install and maintain, at its sole cost and expense, all fences around Wells in compliance with the Rules and Regulations of the COGCC. The fence material may be upgraded at Surface Owner's option and expense, so long as the upgrade complies with COGCC rules and regulations;

b. UNIOIL shall install and maintain, at its sole cost and expense, all gates and locks reasonably necessary for the security of any Wells or facilities in the GWPA. Such gates and locks shall be the standard gates and locks used by UNIOIL. Upon Surface Owner's request, UNIOIL agrees to enclose the tank battery area with a chain link/slatted "privacy" fence six feet in height;

c. UNIOIL shall install low-profile tanks and treaters. All oil and water tanks shall not exceed eight feet in height, except for the vent pipe that rises therefrom. Such equipment will be placed as close as is reasonably practicable to the west of the newly drilled wells as depicted on Exhibit "A". The existing stock tank shall be replaced with similar low profile tank and relocated to the GWPA. Surface Owner agrees and acknowledges that emission control regulations of the Colorado Air Quality Control Commission require use of combustion flares that exceed the height of tanks and treaters. UNIOIL shall paint any production facilities for the wells, including wellhead guards, with paint that is an earth tone color. Surface Owner may select the specific color, provided that it is in compliance with COGCC rules and regulations;

d. UNIOIL shall comply with COGCC Rule 802 with respect to noise abatement.

e. UNIOIL shall use electric power for pumping units.

f. Surface Owner shall not inhibit UNIOIL's access to the GWPA or inhibit UNIOIL's operations within the GWPA, unless otherwise agreed upon between Surface Owner and UNIOIL, which agreement shall not be unreasonably withheld.

g. UNIOIL shall control weeds in the Access Road and GWPA with a pre-emergent "Round-UP" type weed spray.

h. UNIOIL shall dispose of exploration and production waste in accordance with the COGCC 900 Series of rules, and shall reclaim its drilling pit in accordance with the COGCC 1000 Series of rules.

i. UNIOIL shall segregate and protect the topsoil from the GWPA, in accordance with COGCC Rule 1002.b, and in consultation with Surface Owner, for use in interim and final reclamation. UNIOIL shall plug and abandon the Wells and conduct interim and final reclamation of the GWPA in accordance with applicable COGCC Rules and Regulations.

7. NOTICE OF FUTURE OPERATIONS.

UNIOIL shall provide at least ten (10) days prior written notice to Surface Owner of operations in connection with any reworking, fracturing, deepening or recompletion of the Wells; provided, however, that UNIOIL shall provide at least thirty (30) days prior written notice to Surface Owner upon the drilling of any future Wells. Regardless of the foregoing notice requirements, UNIOIL shall have immediate access to any of its facilities in the event of an emergency.

After receipt of the above notice, but not less than five (5) working days prior to UNIOIL's mobilization on the GWPA, either UNIOIL or Surface Owner may request an on-site meeting. The purpose of the meeting shall be to inform Surface Owner of the expected activity and to coordinate site access, hazards, barricades, restoration or any other issues that affect the use and safety of the Property.

8. NOTICES TO SUBSEQUENT PURCHASERS.

Surface Owner shall furnish all buyers of the Property from Surface Owner with a plat or map showing the GWPA and the Petroleum Pipeline Easement. In addition, Surface Owner shall record notice in the records of the Weld County Clerk & Recorder that:

a. There may be ongoing oil and gas operations and production in the GWPA on the surface of the Property;

b. Heavy equipment may be used by UNIOIL from time to time for oil and gas production operations and that such operations may be conducted on a 24 hour basis;

c. Future purchasers of all or a portion of the Property, as successors in interest to Surface Owner, will be acquiring a proportionate interest in Surface Owner's rights under this Agreement and assuming those obligations undertaken by Surface Owner pursuant to this Agreement; and

d. Successors in interest to Surface Owner, will be acquiring a proportionate interest in Surface Owner's rights under this Agreement, and will be subject to the waivers contained herein, and the covenants contained in Section 3 prohibiting the location of any building or structure within the GWPA or the Petroleum Pipeline Easement.

9. DRILLING AND COMPLETION OPERATIONS.

UNIOIL shall endeavor to diligently pursue any drilling operations to minimize the total time period and to avoid rig relocations or startup during the course of drilling. Surface Owner waives any objections to continuous (i.e., 24-hour) drilling operations.

10. GOVERNMENTAL PROCEEDINGS.

Surface Owner shall not oppose UNIOIL in any agency or governmental proceedings, including but not limited to the COGCC, County, City or local government, or other governing body proceedings, related to UNIOIL's operations on the Property, including but not limited to drilling, workovers, well deepenings and recompletions, provided that UNIOIL's position in such proceedings is consistent with this Agreement.

11. LIMITATION OF LIABILITY, RELEASE AND INDEMNITY.

a. No party shall be liable for, or be required to pay for, special, punitive, exemplary, incidental, consequential or indirect damages to any other party for activities undertaken within the scope of this Agreement;

b. Surface Owner hereby releases and discharges UNIOIL, its agents, employees, contractors and licensees from and against any and all claims by Surface Owner, including any derivative liability under that certain Surface Owner's Agreement dated September 23, 1983, recorded in Book 1010, Reception No. 1943874, between Zeiler Farms, Inc. and Champlin Petroleum Company or under that certain Oil and Gas Lease, dated December 23, 1970, recorded in Book 1452, Page 626, and re-recorded in Book 639, Reception No. 1560588, on January 15, 1971, for damages of whatsoever nature and character including, but not limited to, diminution in value of the Property, arising from, incident to, or in connection with UNIOIL's oil and gas operations on the Property that are undertaken within the scope of this Agreement;

c. Except as to claims arising out of pollution or environmental damage (which claims are governed by Section 14 below or out of other provisions of this Agreement (which claims shall be governed by the terms of this Agreement)), each party shall be and remain responsible for its own liability for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other costs associated therewith (all of the aforesaid herein referred to collectively as "Claims"), arising out of or connected with each such party's ownership or operations on the Property, no matter when asserted, subject to applicable statutes of limitations. Each such party shall release, defend, indemnify and hold the other parties, their officers, directors, employees, successors and assigns, harmless against all such Claims. This provision does not, and shall not be construed to, create any rights in persons or entities not a party to this Agreement, nor does it create any separate rights in parties to this Agreement other than the right to be indemnified for Claims as provided herein;

d. Upon the assignment or conveyance of a party's entire interest in the Property, that party shall be released from its indemnification above, for all actions or occurrences happening after such assignment or conveyance, provided that the assignee is reasonably financially capable of performing on the indemnity.

12. ENVIRONMENTAL INDEMNITY.

The provisions this Section shall apply to any environmental matters, which shall be governed exclusively by the following.

a. "Environmental Claims" shall mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on or ownership of the Property or ownership of the oil and gas leasehold interest, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to any Claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party;

b. "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1970, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1701 et seq.), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601-2629); and

c. Environmental Indemnification. UNIOIL shall protect, indemnify, and hold harmless Surface Owner, any homeowners association established by Surface Owner and any lot owner who purchases a lot from Surface Owner from any Environmental Claims relating to the Property or oil and gas leasehold thereunder that arise out of UNIOIL's ownership and operation of the GWPA and its ownership and operation of its pipeline easement or rights-of-way on the Property. Surface Owner shall fully protect, defend, indemnify and hold harmless UNIOIL from any and all Environmental Claims relating to the Property that arise out of Surface Owner's development of the Property.

13. EXCLUSION FROM INDEMNITIES.

The indemnities of the parties herein shall not cover or include any amounts which the indemnified party is actually reimbursed by any third party. The indemnities in this Agreement shall not relieve any party from any obligations to third parties.

14. NOTICE OF CLAIM FOR INDEMNIFICATION.

If a Claim is asserted against a party for which the other party would be liable under the provisions of Section 11 or 12 above, it is a condition precedent to the indemnifying party's

obligations hereunder that the indemnified party give the indemnifying party written notice of such Claim setting forth all particulars of the Claim, as known by the indemnified party, including a copy of the Claim (if it is a written Claim). The indemnified party shall make a good faith effort to notify the indemnifying party within five days of receipt of a Claim and shall effect such notice in all events within such time as will allow the indemnifying party to defend against such Claim.

15. REPRESENTATIONS.

Each party represents that it has the full right and authority to enter into this Agreement. Surface Owner and UNIOIL have each been represented by legal counsel with respect to this Agreement, and, in construing this Agreement; no consideration shall be given to the fact or presumption that one party has had a greater or lesser hand in drafting this Agreement than any other party.

16. SUCCESSORS.

The terms, covenants, and conditions hereof shall run with the land and be binding upon and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, successors and assigns.

17. TERM.

This Agreement shall become effective when it is fully executed and shall remain in full force and effect with respect to UNIOIL until its leasehold estate expires or is terminated, and UNIOIL has plugged and abandoned all wells, re-conveyed all easements, owned all or in part by UNIOIL and complied with the requirements of all applicable oil and gas leases pertaining to removal of equipment, reclamation, cleanup and all other applicable provisions of the leases and existing laws and regulations.

18. NOTICES.

Any notice or other communication required or permitted under this Agreement shall be sufficient if deposited in U.S. Mail, postage prepaid, addressed to each of the following:

If to UNIOIL:

Petroleum Development Corporation, (UNIOIL)
1775 Sherman Street, Suite 3000
Denver, Colorado 80203
Attention: James R Schaff
Vice President Land

If to Surface Owner:

Zeiler Farms, Inc.
1205 Lochmount Drive
Loveland, CO 80537-4536

Any party may, by written notice so delivered to the other parties, change the address or individual to which delivery shall thereafter be made.

19. RECORDING.

This Agreement, and any amendment hereto, or a Memorandum thereof, shall be recorded by UNIOIL, which shall provide the Surface Owner with a copy showing the recording information as soon as practicable thereafter.

20. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration conducted in Denver, Colorado and shall be administered by the American Arbitration Association under its commercial rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

21. APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to its conflict of laws provisions.

22. ENTIRE AGREEMENT.

This Agreement sets forth the entire understanding among the parties hereto regarding the matters addressed herein, and supersedes any previous communications, representations or agreement, whether oral or written. This Agreement shall not be amended, except by written document signed by all parties.

23. EXECUTION AND BINDING EFFECT.

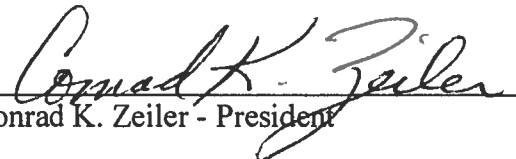
This Agreement may be executed in any number of counterparts each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument, and shall be binding upon and inure to the benefit of the parties, and each of their respective heirs, executors, administrators, successors and assigns and is executed by the parties as of the Effective Date set forth above.

The parties have executed this Agreement on the day and year first above written.

**PETROLEUM DEVELOPMENT
CORPORATION, (UNIOIL)**

ZEILER FARMS, INC.

By: 
James R. Schaff Vice President Land &

By: 
Conrad K. Zeiler - President

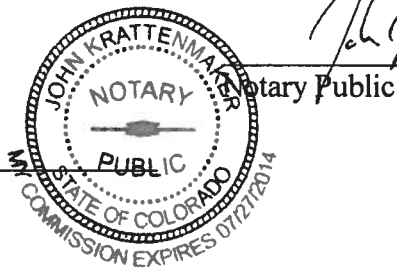
ACKNOWLEDGMENTS

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10TH day of DECEMBER, 2010, by James R. Schaff, Vice President Land of Petroleum Development Corporation, (UNIOIL), on behalf of such entity.

Witness my hand and official seal.

My Commission Expires: JULY 27, 2014

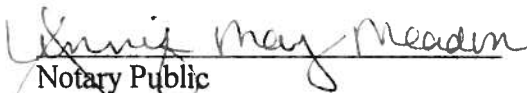


STATE OF TEXAS)
) ss.
COUNTY OF GALVESTON)

The foregoing instrument was acknowledged before me this 6 day of December 2010, by Conrad K. Zeiler, President of Zeiler Farms, Inc., a Colorado corporation, on behalf of such entity.

Witness my hand and official seal.

My Commission Expires: 9/22/13


Notary Public

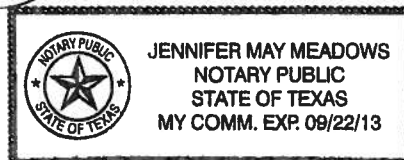


Exhibit A

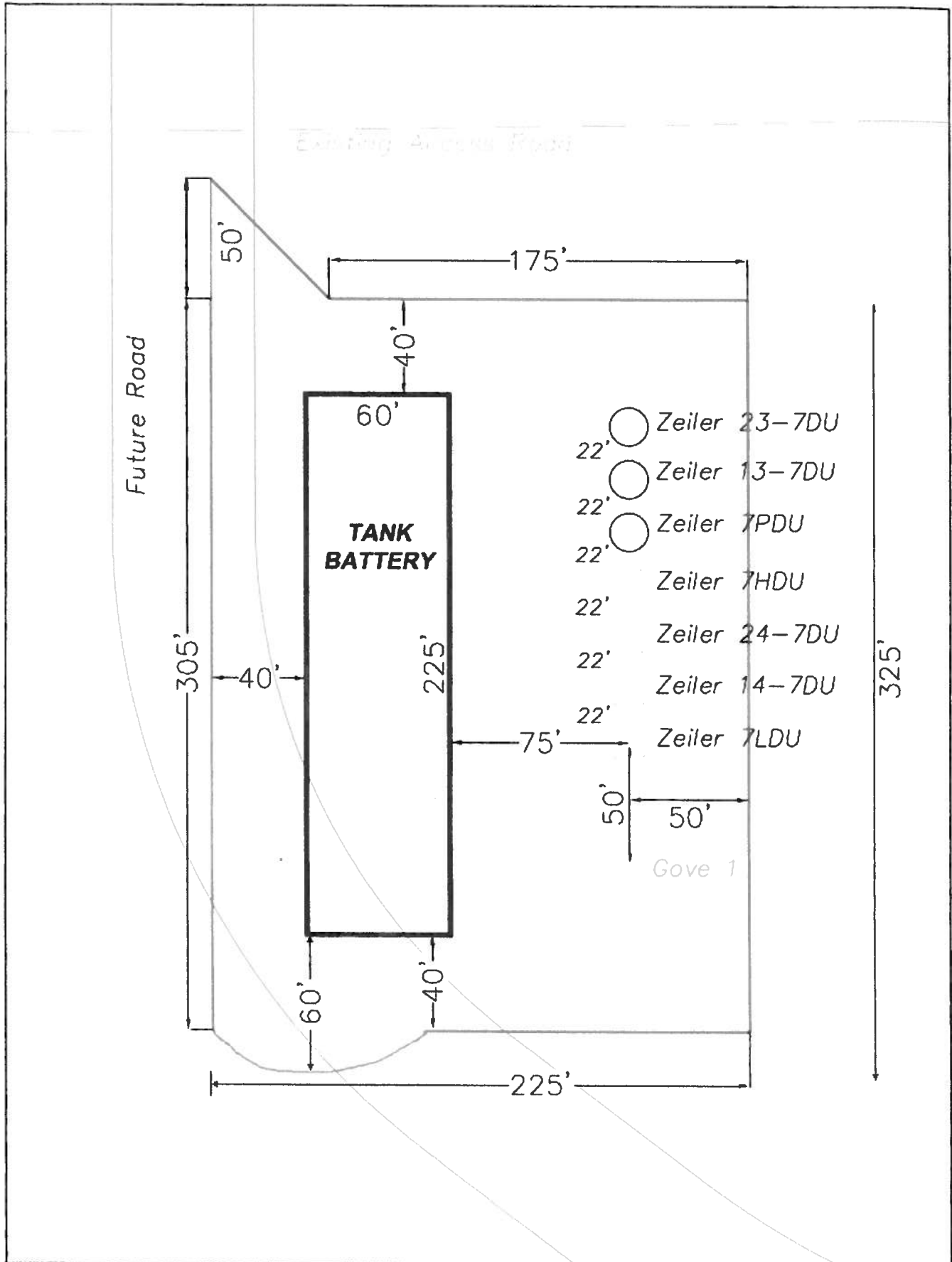


EXHIBIT B

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT ("Grant") is made this 1st day of November, 2010, from Zeiler Farms, Inc., a Colorado corporation, whose address is 1205 Lochmount Drive, Loveland, Colorado 80537-4536 ("Grantor"), to Petroleum Development Corporation, (UNIOIL), a Colorado company, by James R. Schaff, Vice President Land of Petroleum Development Corporation, (UNIOIL) whose address is 1775 Sherman Street, Suite 3000, Denver, Colorado 80203 ("Grantee"). The parties agree as follows with respect to the below-described lands:

Township 5 North, Range 67 West, 6th P.M.

Section 7: SW/4 – Weld County, Colorado

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants unto Grantee, its successors and assigns, a non-perpetual right-of-way and easement to survey, construct, maintain, inspect, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove, at Grantee's election, one pipeline and all appurtenances, below and/or above ground (except compressors, other than wellhead compressors, and except pig launchers). No above ground lines granted except at well heads and within the Gove Well Pad Area.

The specific route and course of the right-of-way and easement conveyed ("Right-of-Way Lands") shall be specifically agreed upon by the parties through onsite consultation, such agreement not to be unreasonably withheld. The width of the Right-of-Way Lands during construction shall be forty feet (40'), and subsequent to construction shall be fifteen-five feet (15').

Grantors represent and warrant to Grantee that Grantors are the sole owner in fee simple of the Right-of-Way Lands and have full right, power and authority to make this Grant.

Grantee shall lay all pipes at a depth of not less than 52 inches. Grantee shall repair and/or restore any fence on or adjacent to the Right-of-Way Lands removed or severed by Grantee in the course of the operations provided for in this Grant. If necessary to prevent the escape of Grantor's livestock, Grantee shall construct temporary gates or fences. Grantee shall compensate Grantor for all damage to growing crops located in the Right-of-Way Lands where such Right-of-Way Lands are located outside of the Gove Well Pad Area as defined in the Surface Use Agreement between Petroleum Development Corporation, (UNIOIL) and Zeiler Farms, Inc. dated December ___, 2010.

Grantee shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of this Grant, including but not limited to, the right of ingress and egress over and across Grantor's lands lying within the Right-of-Way Lands for any and all purposes necessary or convenient to exercising Grantee's rights hereunder. Grantors agree not to build, create, construct or permit to be built, created or constructed, any obstruction, building, reservoir, engineering works or other structures or improvements over, under, on or across the Right-of-Way Lands without prior written consent of Grantee, which consent shall not be unreasonably withheld. Other utilities may be placed in the Right-of-Way Lands parallel to Grantee's pipeline so long as the horizontal separation from the centerline of Grantee's pipeline is at least 10 feet (10'). Grantor retains the right to landscape over the Right-of-Way Lands with grass, shallow root shrubs and gravel paths. Grantee shall not be liable for damage to landscaping or sprinkler systems placed in the Right-of-Way Lands. Grantor shall have the right to cross the Right-of-Way Lands with roads, utilities and fences placed at substantially right angles.

Grantee shall be obligated to pay for, repair, replace or otherwise compensate Grantors for any damages resulting from Grantee's activities and operations on the Right-of-Way Lands; and, Grantors shall pay for, reimburse, indemnify and hold Grantee harmless from any and all claims or damages resulting from Grantor's activities on the Right-of-Way Lands. Grantors shall have the right to use and enjoy the Lands, subject to the rights herein granted.

Grantee shall abandon the pipeline upon termination of the Oil and Gas Leases covering the SW/4 of Section 7 above described and lands pooled therewith.

This Grant cannot be modified, except in writing signed by all parties hereto.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the successors, and assigns of Grantor and Grantee.

Grantee agrees to level and restore any lands that may have excessive settling and sufficiently compact the soil within a reasonable period of time after completion of construction.

This Grant may be executed in counterparts each of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Grant as of the date first above written.

GRANTOR:

GRANTEE:

Zeiler Farms, Inc.

Petroleum Development Corporation, (UNIOIL)

By: _____
Conrad K. Zeiler, President

By: _____
James R. Schaff, Vice President Land

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by James R. Schaff, Vice President Land of Petroleum Development Corporation, (UNIOIL), on behalf of such entity.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2010, by Conrad K. Zeiler, President of Zeiler Farms, Inc., a Colorado corporation, on behalf of such entity.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____