

Logan County
Doud 43-5

SURFACE USE AGREEMENT

The undersigned, Doud Oil and Gas Company, LLC, a Colorado Limited Liability Company, whose address is 25528 Genesee Trail Road, Golden, Colorado 80401-9366, as Operator, and Chimney Canyon Grazing Association, a Colorado Corporation, whose address is P.O. Box 1343, Sterling, Colorado 80751-1343, as Landowner(s), hereby agree to the following terms and conditions as surface damages for the drilling, completion and production of a well or wells to be drilled on the following described acreage:

Township 11 North, Range 54 West of the 6th P.M., Logan County, Colorado:
Sections 4, 5, and 8

- 1) Operator agrees to pay the Landowner(s) before the commencement of drilling operations the following:
- a) BSP per well location as surface damages for the drillsite and slush pits needed for the drilling, completion and production of a well or wells located on the acreage as described above;
 - b) BSP per acre as surface damages and as fee for ingress and egress for roadways to the drillsite during the investigating, exploring, prospecting, drilling and mining operations of Operator on the acreage as described above;
 - c) BSP per well for each abandoned well located on the acreage as described above which abandoned well is utilized in the exploration process; and
 - d) Operator agrees, upon completion of any test as a dry hole, or upon the abandonment of any producing well, to restore all lands utilized for such exploration as nearly as reasonably practical to their former condition.
- 2) In the event a well is completed as a well capable of production, Operator agrees to pay Landowner(s) BSP per acre as annual rental for all surface installations and roads necessary to said production. The annual rental to commence one year from the completion date of the well and thereafter on or before the succeeding anniversary dates of the completion of the well until such time as the well is plugged and abandoned.
- 3) It is agreed by and between the parties that they shall consult with each other regarding the location of routes for ingress and egress for drilling operations.
- 4) Operator agrees to pay the Landowners BSP per linear foot for right-of-way access for pipelines and/or a gathering system to the well or wells located on the acreage as described above.
- 5) All well sites and tank batteries to be fenced where necessary for the protection of livestock. Operator shall be responsible for damage or loss of livestock associated with the oil and gas operations.

This Agreement shall be binding upon the heirs, legal representatives, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties have set their hands and seal this 28th day of October, 2006

OPERATOR:

Doud Oil and Gas Company, LLC

LANDOWNER:

Chimney Canyon Grazing Association