

SURFACE OWNER'S RELEASE  
AND SETTLEMENT OF SURFACE DAMAGES

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JUL 06 2011  
COGCC

State: Colorado  
County: Cheyenne  
Surface Owner(s): Doris E. Price Trust  
Operator: Mountain Petroleum Corporation  
1801 Broadway, Suite 1250, Denver, CO 80202

For adequate consideration, the Doris E. Price Trust, as Surface Owner, release and discharge, in full, Mountain Petroleum Corporation, Operator, its officers, agents, contractors, subcontractors, employees, successors and assigns from all claims, demands or causes of action caused by or arising from the used and customary damages associated with the drilling, completion, reworking and production operations related to well(s) including but not limited to the location(s), and seeping of gas or oil gathering lines, water flow lines, and electrical lines in the following lands:

Traverse 15 South, Range 48 West, 6<sup>th</sup> Principal Meridian  
Section 35, 36, 37, 38, 39, 40 for as much of Section 3 as the Doris E. Price Trust owns  
Cheyenne County, Colorado

This consideration shall extend to [redacted] per well site. Operator agrees to use existing roads, if practical, and will notify Surface Owner if it is necessary to build new roads or expand any existing roads. Access roads used by Operator will be maintained in good and serviceable condition for the duration of its operations. Operator agrees to make all practical efforts to minimize the length of access roads for all well sites. Upon abandonment of any location, Operator agrees to restore the location to original condition, or as close as practically possible as specified by the Colorado Oil and Gas Conservation Commission.

Surface Owner has advised Operator that a water well is located in the NE1/4 of Section 3. Operator will comply with all applicable rules and regulations of the Colorado Oil and Gas Conservation Commission regarding drilling, completion and operation of oil and gas wells, including rules and regulations pertaining to protection of aquifers and water wells. Where appropriate for the protection of livestock, Operator will build temporary fences around working areas, pits, or other structures.

Operator shall adhere pursuant to Surface Owner for the above described damages prior to any well site location being built. Operator shall notify Surface Owner by mail, electronic mail, telephone, or the prior to commencing operations. Surface Owner does hereby waive the need of a 30 Day Notice Letter, and will not require an on-site audit by the Colorado Division of Wildlife or the Colorado Department of Health and Human Services.

The consideration paid by the Operator to the Surface Owner in this document set forth is accepted in full and final settlement and discharge of the stated and customary surface damages related to the drilling, completion, reworking and operations of the subject well(s), including access road and the installation and maintenance of gathering, water and electrical lines.

Except in compliance Surface Owner for damages to growing crops and the use of the above described well site(s) damages, none of the foregoing provisions of this document shall act to waive, modify or amend any applicable law, rules, regulation or order of any Federal, state or local governmental authority.

Dated this 26<sup>th</sup> day of January, 2011.

Signature Operator

By: Doris E. Price on behalf of the Trust  
Doris E. Price

Signature  
[Signature]  
Steve Moore

Vice President  
Mountain Petroleum Corporation

RE: OS-0170843  
SSN 008 1-5  
Cheyenne County  
Re-Evaluation