

Surface Use Agreement

This Surface Use Agreement is made and entered into this 26th day of February, 2004, by and between Lloyd Linnebur and Shirley A. Linnebur, 800 N. Highway 36, Byers, Colorado 80103 (collectively, "Linnebur"), and CFG Energy, Inc., a Colorado corporation, 3932 West 18th Street Lane, Greeley, Colorado 80634 ("CFG").

BACKGROUND

CFG owns oil and gas leasehold interests covering the following lands in Weld County, Colorado (the "Property"):

Township 5 North, Range 61 West

Section 5: All

Section 6: All

Section 7: All

Section 8: NE $\frac{1}{4}$, SW $\frac{1}{4}$

Section 17: S/2, NW/4

Section 18: All

CFG intends to drill various wells in search of oil and gas upon the Property, and Linnebur owns the surface of the Property. The parties desire to memorialize their agreement concerning use of the surface owned by Linnebur for CFG's drilling and other operations.

AGREEMENT

In consideration of the execution and delivery by CFG of an Assignment of Overriding Royalty Interest contemporaneously herewith, Linnebur and CFG agree as follows:

1. For purposes of this Agreement, a "well" means a well drilled or caused to be drilled by CFG on the Property.
2. No well or production equipment shall be located within three hundred (300) feet from a residence or barn on the Property when the well is permitted.
3. CFG shall locate its access roads for the wells, to the extent reasonably practical, along section lines, quarter-section lines and 16th lines.
4. These access roads will be maintained by CFG for the passage of normal oilfield trucks and equipment, and CFG shall take care to minimize wind damage and erosion.
5. These access roads will not be used to access other property unless such access roads are located on section line rights-of-way designated in 1889 by the Board of Weld County Commissioners.
6. At the request of Linnebur, CFG may cause surface equipment and flow lines

- to be relocated at Linnebur's sole cost and expense, but only if the relocated facilities will not interfere with CFG's oil and gas operations, including drilling, producing, treating, gathering and storing operations.
7. Electric pumping units will be used if an electric source is available within one-quarter ($\frac{1}{4}$) mile of the well location. If electric pumping units are not used, Lessee shall install a Maxim-Silencer muffler model M51, or its model equivalent.
 8. To the extent commercially practicable, surface equipment will be located in such a manner as to minimize diminution in value of the surface estate. Lessee will confer with Linnebur before locating wells, equipment and flowlines.
 9. Lessee will comply with the Colorado Oil and Gas Conservation Commission ("COGCC") regulations at all times.
 10. CFG shall have no obligation to pay any amounts to Linnebur for surface damages in connection with wells drilled on the Property. Instead, Linnebur have been fully compensated for all normal surface damages by the cotemporaneous assignment of an overriding royalty interest from CFG to Linnebur.
 11. By executing this Surface Use Agreement, Linnebur waives the 30-day notice required under Rule 305 of the COGCC, as such notice requirements may be changed or amended hereafter. Linnebur agrees that a photocopy of this Agreement may be submitted to the Colorado Oil and Gas Conservation Commission to evidence both this waiver and the settlement of all surface issues. If there is a surface tenant, Linnebur shall be solely responsible for all notices, negotiations, and compensation to that surface tenant in connection with CFG's oil and gas operations on the Property. However, CFG shall notify Linnebur 15 days in advance of drilling in order to confer in good faith with Linnebur regarding the location of wells, access routes, production facilities and flowlines. In the event that CFG is notified of the availability of a drilling rig less than 15 days before drilling is planned, CFG will use its best efforts to contact Linnebur or the contacts also listed below immediately after learning of the rig offer, in order to set an emergency site-meeting regarding locations.

1) Lloyd Linnebur	Phone:	303-822-5833
2) Mark Linnebur	Phone:	303-822-5833 303-769-4333
 12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

ML 2/4

In witness whereof, this Surface Use Agreement is executed as of the date first above set forth.

Lloyd Linnebur
Lloyd Linnebur

Shirley A. Linnebur
Shirley A. Linnebur

CFG ENERGY, INC.

By: Thomas B. Croke, III
Thomas B. Croke, III, President

STATE OF COLORADO)
County of) ss. Weld

The foregoing instrument was acknowledged before me this
day of February, 2004 by Lloyd Linnebur and Shirley
A. Linnebur

STATE OF COLORADO)
COUNTY OF Weld) ss.

The foregoing instrument was acknowledged before me this
day of February, 2004, by Thomas B. Croke, III, as
President of CFG Energy, Inc., a Colorado corporation, on behalf
of said corporation.

Witness my hand and official seal.

~~My commission expires:~~ _____
Notary Public

11/13/04



3158468 03/03/2004 09:28A Weld County, CO
4 of 4 R 21.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO)
) ss.
COUNTY OF Huerfano)

The foregoing instrument was acknowledged before me this 27th day of February, 2004, by Lloyd Linnebur and Shirley A. Linnebur.

Witness my hand and official seal.

My commission expires:
12/26/2006

Michael M. Shea
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 27th day of February, 2004, by Thomas B. Croke, III, as President of CFG Energy, Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
10/11/07

[Signature]
Notary Public



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CFG Energy, Inc.

3932 W. 18th St. Lane

Greeley, CO 80634