



SURFACE AGREEMENT

The following is an agreement dated April 23, 2012, between Kalcevic Land Company and Joe Kalcevic, as Lessor (landowner) and Charles P. Dunning LLC, as Lessee.

Lessee agrees to pay Lessor a surface damage fee of [REDACTED] for every drilling location used by Lessee on Section 33 3South 58West, Adams County CO.

Lessee shall not move onto said location until Lessor has agreed to the route for moving equipment on and off of location. An acceptable agreement cannot be unreasonably withheld.

Lessee shall repair any and all fences that are cut by Lessee in such a manner as to adequately hold livestock.

Lessee agrees and will place a fence around all surface installations made for production in such a manner as to protect livestock from injury. Should any livestock be killed or injured as a result of operations of Lessee, Lessee agrees to reimburse Lessor for said livestock at a fair market value.

All land disturbed shall be treated so as to prevent erosion.

All lands will be restored to their original condition, and all affected lands shall be re-seeded to their original condition.

Any equipment discarded by drilling contractor during the process of exploring for/and or producing oil and or gas shall not be buried on said land but shall be removed from the premises.

All pits shall be filled and leveled in not more than thirty days, and sooner if conditions permit, after the completion of the job being done. The surface shall be replaced to its original shape and slope.

All roads of entry upon the leased premises and ditches used for burying flow lines which alter the original surface conditions shall be considered as damages and Lessee agrees to pay Lessor to compensate said damages.

Lessee and Lessor will mutually agree where to locate and situate any oil tank facilities upon production by Lessee.

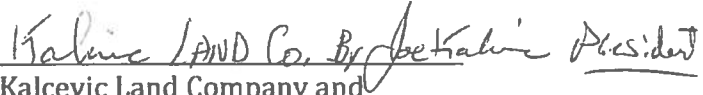
Lessee further agrees at all times to use his efforts in conducting operations on leased premises so as to protect the rights and property of the Lessor.

Oil and paraffin spilled shall be contained in pits and not spread over the surfaces.

Lessee agrees to and will bring all abstracts up to date at the time of the expiration of this lease and place said abstract in the hands of the Lessor, at no expense to the Lessor.

SIGNED FOR IDENTIFICATION


Charles P. Dunning LLC


Kalcevic Land Company and
Joe Kalcevic, Lessor (landowner)