

SURFACE USE AGREEMENT

STATE OF COLORADO

COUNTY OF WELD

WHEREAS, The Raymond and Gloria Winder Family Trust, ("GRANTORS") and Energy & Exploration Partners, LLC, a Delaware Limited Liability Corporation ("GRANTEE") are desirous of entering into a written agreement regarding the use of the surface of the lands herein described for the development of Oil & Gas. Said lands, being more particularly described as follows;

LEGAL DESCRIPTION OF LANDS:

159.559 Acres of land, more or less situated in Weld County, state of Colorado, and being described as follows to-wit:

Section 9, Township 6 North, Range 67 West of the 6th P. M.

159.559 acres of land, more or less, being Part of the East Half of Section 9, being more particularly described by metes and bounds in that certain Special Warranty Deed dated February 21, 2001, from Raymond F. Winder and Gloria A. Winder as Grantors, to the Raymond and Gloria Winder Family Trust, as Grantees, recorded as Reception No. 2897265 in the office of the County Clerk and Recorder, Weld County, Colorado.

CONTAINING IN AGGREGATE 159.559 acres, more or less.

NOW THEREFORE, for [redacted] and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged GRANTOR does lease, let, demise and convey to GRANTEE the right to enter on the lands and conduct operations for the exploration and production of Oil & Gas according to the terms and conditions as set forth below;

- 1. As Damages for drill site locations situated on uncultivated lands GRANTEE shall pay to GRANTOR the amount [redacted] per drill site location.
2. As Damages for drill site locations situated on cultivated lands GRANTEE shall pay to GRANTOR the amount [redacted] per drill site location.
3. As damages for roads, GRANTEE shall pay to GRANTOR the amount [redacted] per rod.
4. As damages for pipeline rights-of-way, GRANTEE shall pay to GRANTOR the amount [redacted] per rod.
5. All drill site locations, tank batteries, roads and pipeline rights-of-way shall be placed in locations mutually agreed upon by GRANTOR and GRANTEE, said approval shall not be unreasonably withheld by GRANTOR.
6. No Surface location shall be built within 500 feet of any existing house or permanent dwelling.

This agreement also covers and includes any and all lands owned or claimed by the Lessor adjacent or contiguous to the land described hereinabove, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land described above.

The provisions hereof shall extend to and be binding upon the heirs, successors and legal representatives and assigns of the parties hereto.

This instrument may be executed in any number of counterparts, each of which shall be deemed an original and shall be binding upon the party or parties so executing, their heirs, successors and assigns, and all of which when taken together constitutes but one and the same document.

EXECUTED this 21st day of March 2011.

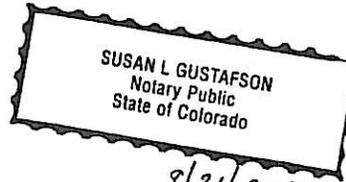
GRANTOR(S):

Raymond and Gloria Winder Family Trust, by

Raymond F. Winder - Co-trustee P. O.A.
Raymond F. Winder, Co-Trustee

Gloria A. Winder Co-Trustee -
Gloria A. Winder, Co-Trustee

ACKNOWLEDGMENT



STATE OF COLORADO)

) SS.

COUNTY OF WELD)

On this 21st day of March, 2011, before me personally appeared Raymond F. Winder and Gloria

A. Winder to me known to be the persons described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 21st day of March, 2011.

Susan L. Gustafson
Notary Public for the State of CO