

MC 80952-001

SURFACE ACCESS, USE AND COMPENSATION AGREEMENT

This SURFACE ACCESS, USE AND COMPENSATION AGREEMENT ("Agreement") is executed this 1st day of October, 2011, by and between Hamill Family Partnership, LLLP whose address is 5094 Hwy 317, Hamilton, CO, 81638 hereinafter referred to as ("Surface Owner"), and SWEPI LP, whose address is P. O. Box 576, Houston, Texas 77001-0576 hereinafter referred to as ("Operator").

RECITALS:

- A. See attached Exhibit "B", as mineral owner, granted unto Operator, certain rights under the Oil and Gas Leases, recorded in the records of the County of Moffat, State of Colorado, which rights affect 4.671.36 acres, more or less.
- B. Surface Owner owns record title to the surface estate of the lands described under the Exhibit "A", which is attached hereto and made a part hereof and is hereinafter referred to as the "Subject Lands", being the same lands as described in the Subject Lease.
- C. Operator intends to use the surface estate of the Subject Lands in connection with Oil and Gas Operations upon and under the terms of the Subject Lease.
- D. Operator and Surface Owner desire to enter into an agreement that memorializes their discussions and agreements regarding Operator's access to and use of the surface estate of the Subject Lands in connection with Oil and Gas Operations upon and under the terms of the Subject Lease (the "Agreement").
- E. Surface Owner has leased the surface estate to _____ and Tenant and Surface Owner have reached an agreement to the sharing of the compensation provided in Section 5 below. Operator shall make all cash payments hereunder to Surface Owner, unless instructed otherwise in writing by Surface Owner, as set forth in Section 5 hereof and Surface Owner and Tenant shall have responsibility for the sharing of such payments. The Tenant shall execute this Agreement, consenting to its terms and provisions. Operator shall provide a copy of all notices to the Surface Owner and the Tenant, until Operator is notified by the Tenant and the Surface Owner that the Tenant agreement has terminated (or a new tenant of the property exists).

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have these respective meanings:
 - (a) "Oil and Gas Operations" means all activities on or under the Subject Lands that are associated with exploration, drilling or production of oil or gas, through final reclamation of the Subject Lands, including, but not limited to investigating, exploring by geophysical and other methods, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal bearing formations) (collectively, the "Products"), laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said Products, and temporary housing of its employees for drilling operations on the Subject Lands.
 - (b) "Operator" means a person with the legal right to conduct Oil and Gas Operations and includes the agents, affiliates, employees and contractors of that person.

- (c) "Reclaim" means to substantially restore the surface affected by Oil and Gas Operations to the condition that existed prior to Oil and Gas Operations, by restoring the land to its prior level, replacing the topsoil, reseeding with seed that will restore the growth prior to disturbance, restoring all irrigation systems and spraying weeds on the reclaimed land for a minimum of three years after restoration less normal industry wear and tear and in compliance with the Subject Lease and this Agreement and all applicable laws and regulations in effect at the time of reclamation, or as otherwise agreed to in writing by the Operator and Surface Owner.
 - (d) "Subject Lands" shall have the meaning set forth in Exhibit B.
 - (e) "Subject Lease" shall have the meaning set forth in Exhibit A.
 - (f) "Surface Owner" means a person who holds legal or equitable title, as shown in the records of the county clerk, to the surface of the real property on which Oil and Gas Operations are to take place.
 - (g) "Tenant" means a person who occupies the Subject Lands in subordination to the Surface Owner's title and with the Surface Owner's permission and assent, express or implied.
2. **Term of Grant.** Rights granted by this Agreement shall continue until the rights of Operator, its successors or assigns, to conduct Oil and Gas Operations upon the Subject Lands under the terms and conditions of the Subject Lease, permanently and irrevocably terminates.
3. **Right of Occupancy; Grant of Right of Ways.** Surface Owner hereby grants Operator, its affiliates, its and their employees and designated agents, and its successors and assigns, the right and privilege to occupy and use such portions of the Subject Lands necessary for Oil and Gas Operations, including, but not limited to, right to lay, operate, maintain, repair, replace and remove pipelines to transport oil, gas and water produced, and the right and privilege to use, repair and maintain existing roads and to construct, use, repair and maintain new roads, not to exceed thirty feet (30') in width, upon the Subject Lands with written consent of Surface Owner, which consent shall not be unreasonably withheld, for ingress and egress to conduct Oil and Gas Operations thereon, , upon adjacent lands whether or not owned by Surface Owner. Surface Owner shall be compensated as provided in Section 5.
4. **Notice.** Operator shall give notice as required under the Subject Lease as follows:
- (a) Prior to initial entry upon the Subject Lands for activities that do not disturb the surface, including, but not limited to, inspections, stakings, surveys, measurements and general evaluations of proposed routes, locations and sites for Oil and Gas Operations, Operator shall provide at least five (5) business days' notice by certified mail or hand delivery to Surface Owner .
 - (b) No less than thirty (30) days, inclusive of weekends and holidays, before first entering the Subject Lands to conduct Oil and Gas Operations, Operator shall, by certified mail or hand delivery, give the Surface Owner notice of the planned Oil and Gas Operations (hereinafter 'Operations Notice') and at such time pay Surface Owner the estimated cost for such planned Oil and Gas Operations. No entry shall be made until such cost has been paid to Surface Owner. Such Notice shall be subject to Surface Owner's approval of the location of Operator's proposed Oil and Gas Operations on the Subject Lands and the amount of the costs paid for such entry as agreed to by Surface Owner and Operator, which consent shall not be unreasonably withheld.
 - (c) The notices given under this Agreement shall be to the Surface Owner at the address shown above.
 - (d) The Operations Notice shall include:

- i. Sufficient disclosure of the planned Oil and Gas Operations. Such disclosure shall include the following and shall constitute the agreement by the Operator to comply with its plan:
1. Placement, specifications, maintenance and design of well pads, gathering pipelines and roads to be constructed for Oil and Gas Operations;
 2. Ingress and egress upon the Subject Land for Oil and Gas Operations;
 3. To the extent known, construction, maintenance and placement of all pits and equipment used or planned for Oil and Gas Operations;
 4. Use and impoundment of water on the Subject Lands;
 5. Plan for removal and restoration of plant life;
 6. Surface water drainage changes;
 7. Actions to limit and effectively control precipitation runoff and erosion;
 8. Plan for control and management of noise, weeds, dust, traffic, trespass, litter and interference with the Surface Owner's use;
 9. Plan for Interim and final reclamation;
 10. Plan for all actions to minimize surface damages to the Subject Lands;
 11. Memorandum of Insurance reflecting Surface Owner as insured, insuring the indemnification for injury to persons caused by the Operator.
- ii. The name, address, telephone number and, if available, facsimile number and electronic mail address of the Operator and the Operator's authorized representative; and
- iii. The offer of compensation, as provided in Section 5 hereof, shall be adjusted within 10 days after Operator has finally determined the extent of its Oil and Gas Operations on the Subject Lands resulting from such entry and Surface Owner has agreed to such offer of compensation. Such offer of compensation, shall cover full and complete compensation for damages sustained by the Surface Owner and Tenant, as applicable, for loss of agricultural production and income, lost land value, lost use of and lost access to the Subject Lands and lost value of improvements caused by Oil and Gas Operations.

5. Compensation for Damages.

- (a) In accordance with this Agreement and the Subject Lease, and prior to the start of construction, Operator shall pay Surface Owner the cost for such entry, as agreed to by Surface Owner and Operator in this Section 5. No construction shall begin until such cost has been paid to Surface Owner. Operator shall pay to Surface Owner:
- i. The sum of [REDACTED] per net surface acre of range land or pasture land that is actually damaged or occupied by each new Oil and Gas Operation, excluding seismic and other geophysical operations, conducted hereunder.

- ii. The sum of [REDACTED] per net surface acre of non-irrigated land producing hay that is actually damaged or occupied by each new Oil and Gas Operation, excluding seismic and other geophysical operations, conducted hereunder.
 - iii. The sum of [REDACTED] per net surface acre of irrigated land producing hay that is actually damaged or occupied by each new Oil and Gas Operation, excluding seismic and other geophysical operations, conducted hereunder.
 - iv. The payments above in Section 5(a) i, ii and iii shall be paid annually if Surface Owner is not receiving royalty from Oil or Gas well or wells on any location on the lands described in Exhibit "A" or pooled therewith. If Surface Owner is receiving less in royalty than above in Section 5(a) i, ii and iii, Operator agrees to pay the difference to match the above amounts. This acreage amount may be reduced if reclamation occurs and areas are smaller.
 - v. The sum of [REDACTED] in which Operator performs drilling operations, including any earthmoving on the lands described in Exhibit "A" during the months of September, October and/or November. Operator shall notify Surface owner on or before April 15 of the same year whether or not drilling operations will be performed. Should Operator fail to notify Surface Owner of drilling operations planned for these months on or before April 15, Operator shall not conduct drilling operations during the months of September, October or November. All other production operations may be conducted during these times without compensation, except as set forth above.
 - vi. Such payment shall cover full reimbursement for the use, actual damage and occupancy of the Subject Lands, including loss of agricultural production and income, lost land value, lost use of and lost access to the Subject Lands and lost value of improvements caused by Oil and Gas Operations.
- (b) Operator shall not be responsible for allocating compensation between the Surface Owner and any tenant, except that Operator shall compensate a tenant of the Surface Owner for any leasehold improvements damaged as a result of Operator's Oil and Gas Operations, if the improvements are approved and authorized, in writing, by the Surface Owner. Payments made to the tenant must be approved, in writing to the Operator, by Surface Owner within thirty (30) days of the receipt of the Operation Notice. The compensation shall equal only the cost of repairing or replacing the improvements.
 - (c) Surface Owner shall ensure that any new Tenant of Surface Owner shall be bound by this Agreement and that no further compensation, except as provided hereinabove, shall be due by Operator to Surface Owner and Tenant for any Oil and Gas Operations conducted on the Subject Lands.
 - (d) In the event of a change of ownership relating to the Subject Lands, Operator shall not be bound by the same until it is furnished with satisfactory evidence in recordable form of said change of ownership.
6. **Pipelines.** Operator hereby agrees to bury all oil and natural gas pipelines (and other utilities lines), at least three (3) feet below the surface of the ground, where Operator determines, after consulting with and approval by Surface Owner, which consent shall not be unreasonably withheld, to be reasonable, necessary and practical.
7. **Well and Tank Battery Locations.** Well and Tank Battery locations shall be subject Surface Owner's consent, which consent shall not be unreasonably withheld. Operator agrees to only use so much of the Subject Land as is reasonably necessary for the drilling of any well or placement and construction of any tank battery, under the Subject Lease. Surface Owner shall be compensated as provided in Section 5 above. Operator agrees to fence each drill site or tank battery with a fence and maintain said fence in condition sufficient to turn livestock. Operator agrees that no well shall be drilled within Three Hundred (300') feet of any residence, barn, water well, river, stream or spring now on the Subject Lands without

Surface Owner's consent. Operator also agrees that no well shall be drilled within Six Hundred (600') feet of any residence, barn, water well, river, stream or spring now located in the E/2SESE, Section 8 and the W/2SWSW, Section 9 all in Township 5 North, Range 90 West of the 6th P.M. without Surface Owner's consent.

8. **Reclamation.** At least annually prior to November as to all disturbed areas not then necessary for Oil and Gas Operations, Operator shall Reclaim the Subject in compliance with the Subject Lease, and all applicable laws and regulations, including standards used and approved by the Colorado Oil & Gas Conservation Commission, in effect at the time of restoration and this Surface Use Agreement. All clean-up and restoration requirements shall be completed by Operator within one (1) year after termination of plugging the last well on the Subject Lands (weather and surface conditions and regulatory agencies permitting). Operator agrees to the following:
 - (a) **Fences.** Operator shall restore and replace any and all damage done to any fences of Surface Owner cut or otherwise damaged in exercising any of the rights granted hereby.
 - (b) **Vegetation.** All reseeded shall be done with the type of grass or cover previously on the area to be re-seeded. No reseeded (except for barrow pits) will be required on any access road, unless Surface Owner notifies Operator that the access road is to be reclaimed and, in such event, Operator shall reclaim the access road.
 - (c) **Cattle Guards.** Operator shall install new or refurbished cattle guard(s) or furnish adequate upgrades to any existing cattle guard(s) at such time that Operator and Surface Owner deem such equipment to be necessary and reasonable for adequate access and entrance to Operator's Oil and Gas Operations on the Subject Lands.

Water Wells. Operator is hereby granted the right to drill, utilize, operate, maintain, repair, replace and plug and abandon water wells for its use in Oil and Gas Operations hereunder. Prior to drilling any water wells, Operator shall obtain a well drilling permit from the State of Colorado. Upon completion of Operator's Oil and Gas Operations, Surface Owner shall have the right and option to take over and own any such water wells and Operator shall assign such well drilling permit to Surface Owner and leave the piping in such well. Operator makes no representation or warranty of the quality of water or the fitness for any particular purpose use of the water or water well. Surface Owner would accept such water and water well "AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT RECOURSE", AND SURFACE OWNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Operator shall provide written notification of intention to plug and abandon any such water well and Surface Owner shall have thirty (30) days in which to notify Operator in writing of Surface Owner's election of whether or not it elects to take over and own any such well. Failure by Surface Owner to so notify Operator within said thirty (30) days shall be deemed an election to not take over and own any such well. When Lessee notifies Lessor of such abandonment, Lessee shall also provide Lessor with all relevant information available to Lessee as to the existence, quality and other particulars concerning such ground water.

Notwithstanding the provisions of the Lease to the contrary, Lessee may not use, pollute or damage any water on the Property or from any well, pond, spring, ditch or other water right owned Lessor.

9. **Storage and Repair of Equipment.** Operator shall not allow any construction equipment or materials to be stored on the Subject Lands beyond ninety (90) days after completion of construction operations, unless approved, in advance, by Surface Owner. Operator shall have the right to repair and maintain equipment upon the Subject Lands used in conjunction with Operator's Oil and Gas Operations upon the Subject Lands.
10. **No Weapons, Drugs and Alcohol.** Operator shall not permit or allow its affiliates, agents, employees, successors or assigns to carry any firearms, crossbows or other weapons while on the Subject Lands. Operator, its affiliates, agents, employees, successors or assigns are not permitted to hunt on the Subject Lands. Operator, its affiliates, agents, employees, successors or assigns are not permitted to consume, be under the influence of or possess alcohol or drugs on the Subject Lands.

11. **Hunting Restrictions:** As specified in Section 5 (a) v above, Operator shall perform no drilling operations, including earthmoving, on the lands described in Exhibit "A" during the months of October, October or November unless Operator notifies Surface Owner on or before April 15th of the same year and compensates Surface Owner as provided for in Section 5 (a) v above. Surface Owner acknowledges that the surface restriction applies to the drilling of wells and earthmoving. Preventative and emergency maintenance of wells will occur periodically along with the measuring and hauling of oil during the months of September, October and November. However, unless an emergency exists or the Surface Owner is compensated as provided for in Section 5 (a) v above, normal well head service and inspections will be conducted between the hours of 9:00 a.m. and 3:00 p.m. during the months of September, October and November.
12. **Notice of Repairs or Damage.** Surface Owner may notify Operator in writing of any necessary cleaning or repairs to fences and/or other property of Surface Owner that is damaged as a result of Operator's Oil and Gas Operations, and shall allow Operator a reasonable time to complete such cleaning and repairs.
13. **Indemnification.**
- (a) Operator, its successors and assigns, hereby agree to relieve, release, indemnify, and hold harmless and agree to defend Surface Owner, its managers, members, partners, successors, assigns, employees, agents, invitees, and licensees from any and all claim of damage to any person or property arising out of use of the Subject Lands for Oil and Gas Operations by Operator for damages proximately caused by Operator, which damages include specifically but without limitation, all damages sounding in tort (whether by way of nuisance, trespass, ultra hazardous activity or otherwise) and/or involving environmental contamination and its incident response, compensation or liability, and also including all expenses, reasonable attorneys' fees, court costs, witness fees, and other monies expended by or incurred by Surface Owner, its managers, members, successors, assigns, employees, agents, invitees and licensees in the event it shall become necessary for Surface Owner, its managers, members, successors, assigns, employees, agents, invitees and licensees to defend themselves from any claims made by anyone as a result of Operator's Oil and Gas Operations, on, across or over the Subject Lands, but not otherwise. Operator agrees specifically to comply with all lawful and applicable federal, state, tribal, and local environmental regulations in effect upon the Subject Lands.
 - (b) Surface Owner, its successors and assigns, does hereby agree to relieve, release, indemnify, and hold Operator harmless and agree to defend Operator from any claim of damage to any person or property arising out of use of the Subject Lands, including the bridging of any pipeline, by Surface Owner, its successors, assignees, invitees, tenants and licensees, for damages proximately caused by Surface Owner, its successors, assigns, invitees, tenants and licensees, which damages include specifically but without limitation, all damages sounding in tort (whether by way of nuisance, trespass, ultra hazardous activity or otherwise) and/or involving environmental contamination and its incident response, compensation or liability, and also including all expenses, reasonable attorneys' fees, court costs, and witness fees, and other monies expended by or incurred by Operator or its agents, in the event it shall become necessary for Operator or its agents to defend themselves from any claims made by anyone as a result of the use of any future wells and rights-of-way, including the crossing of any pipeline, by Surface Owner, its successors, assigns, invitees, tenants and licensees, but not otherwise.
14. **Confidentiality:** Operator, Surface Owner and, if applicable, Tenant hereby warrant and represent that Operator, Surface Owner and, if applicable, Tenant shall not disclose or publish in any form or fashion the amounts or details of this Agreement, it being understood that such warranty and representation forms part of the consideration of this Agreement.
15. **Governing Law.** The laws of the State of Colorado shall control the rights of the parties under this Agreement.

16. **Waiver.** By signing this Agreement, neither party waives its statutory and common law rights to occupancy and enjoyment of their respective estates, except as expressly provided in this Agreement.
17. **Amendment.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties with respect thereto. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.
18. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart shall constitute an original and all counterparts together shall constitute one and the same document. Receipt by party hereto of an executed copy of this Agreement by facsimile shall constitute conclusive evidence of execution and delivery of the Agreement by the signatory thereto.
19. **Assignment.** All rights and obligations under this Agreement shall run with the Subject Land and shall inure to the benefit of and be binding upon the heirs, successors, or assigns of each party. Either party hereto may assign this Agreement and agrees to provide prompt written notice, including a copy of the assignment or conveyance, to the other party.
20. **Entire Agreement.** This Agreement and the exhibits hereto and thereto, contain the entire agreement of the Parties with respect to the subject matter hereof and supersede all previous agreements or communications among the Parties, verbal or written, with respect to the subject matter hereof.
21. **Memorandum.** The parties hereto agree to execute a memorandum of this Agreement, which shall be in form sufficient to record in the Moffat County real property records, in the form attached hereto as Exhibit "A".
22. **Attorney Fees and Costs.** Anything to the contrary herein notwithstanding, in the event of any litigation arising out of this Agreement, the court may award to the substantially prevailing party all reasonable costs and expenses, including attorneys' fees.
23. **Interest and Costs.** If any payments are not made when due, interest shall accrue on the amount due at the rate of 18% per year (1.5% per month) until paid.

CONSULTATION WITH SURFACE OWNERS.

This Agreement is entered into to assure that each party hereto accommodates the reasonable needs of the other. In furtherance thereof, Operator agrees, prior to entry upon the Surface Owners property to:

- a. No Oil and Gas Operations (other than routine operations on existing facilities), including surveying, drilling, reworking, road construction, seismic or geophysical shall be conducted on the Property without first advising Surface Owners in writing or via electronic means.
- b. At such time as the location of and access to a drill site on the Property is being determined, Surface Owners have the right to be reasonably consulted as to its location and as to routes of access. If Surface Owners refuse to meet with Operator or fails to respond Surface Owner is deemed to have waived its right to consultation.

Operator agrees to provide a copy of any drilling permit related to the Property and issued by the Colorado Oil & Gas Conservation Commission [COGCC].

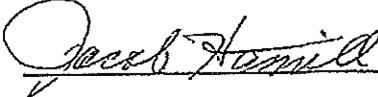
- a. In accordance with COGCC Rule 305.e.(7), Surface Owner waives the Landowner Notice, the thirty (30) day Advance Notice, and notice of final reclamation operations required by COGCC Rule 305 and the Oil and Gas Conservation Act at C.R.S. § 34-60-106(14), as amended, with respect to all Oil and Gas Operations, and agrees to execute a separate waiver for filing with the COGCC if requested by Operator. This waiver applies to all oil and gas operations proposed by Operator under this Agreement.

- b. In accordance with COGCC Rule 306.a.(3), Surface Owners waive surface owner consultation as required by COGCC Rules 333 and 306, as amended, with respect to all Oil and Gas Operations, and agrees to execute a separate waiver for filing with the COGCC if requested by Operator. This waiver applies to all oil and gas operations proposed by Operator under this Agreement.

Dated effective as of the date first written above.

SURFACE OWNER

Hamill Family Partnership, LLLP



Jacob Hamill, General Partner



OPERATOR

BP

By:



Jeff Turbull

Title: Attorney-in-Fact

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN SURFACE ACCESS, USE AND COMPENSATION AGREEMENT EXECUTED THIS 1ST DAY OF October, 2011, BY AND BETWEEN Hamill Family Partnership, LLLP, AS SURFACE OWNER, AND SWEPI LP, AS OPERATOR.

OPEN LANDS

Township 5 North, Range 90 West of the 6th P.M.

Section 7: Lots 6, 11, 12, 13, 14, 19, 20

Section 8: South 250' of Lots 2, 3, 4 and Lots 5, 6, 7, 9, 12, 15, 16

Section 9: Lots 1, 2 Lying East of CR 33, South 250' of Lots 3, 4, and Lots 6, 7, 8, 9, 16

Section 10: Lots 1, 2, 5, 7, 8, 10, 12, 13

Section 17: Lots 1, 2, 3, 7, 8

Section 19: TR 52 in N2SE, TR 53 in E2SE

Township 5 North, Range 91 West of the 6th P.M.

Section 1: Lot 20

Section 11: Lots 8, 9, 16

Section 12: Lots 1, 4, 5, 6, 8, 9, 11, 16

Section 13: Lot 1

Section 15: Lots 4, 5, 6

Township 6 North, Range 90 West of the 6th P.M.

Section 28: TR 106 in Lots 11, 14, TR 85 in Lots 11, 14

Section 32: Lots 8, 9, NW Less TR 108 72.46A in E2W2 Desc in BK 289/306

Section 33: N2SW

TOP LEASE LANDS

Township 5 North, Range 90 West of the 6th P.M.

Section 3: Lots 19, 20

Section 6: Lot 20

Section 19: SE, TR IN E2SW

Section 30: Lots 5, 6

Township 6 North, Range 90 West of the 6th P.M.

Section 28: Lots 2, 7, 8, 9, 10, 15, 16

Section 31: Lots 5, 6, 11, 12, 13, 14, 19, 20

Section 32: Lots 7, 10, 11, 12, 13, 14,

Section 33: S2SW

Neither this Surface Agreement, Lease nor any other mineral lease acquired by Lessee includes the right to enter upon the land or access across to drill or produce from the surface of the following described lands without the express written consent of surface owner:

Township 5 North, Range 90 West of the 6th P.M.

Section 19: SE, TR IN E2SW, TR 52 in N2SE, TR 53 in E2SE

Section 30: Lots 5, 6

SURFACE INTEREST ONLY LANDS

Township 5 North, Range 90 West of the 6th P.M.

Section 6: Lots 21, 22, 23

Section 7: Lots 5, 7, 8, 9, 10, 15, 16, 17, 18

Section 8: Lots 10, 11, 13, 14,

Section 9: Lots 5, 10, 11, 12, 13, 14, 15

Section 10: Lots 3, 6, 9, 11, 14, 15, 16

Section 15: Lots 2, 3, 4, 5, 6, 11, 12, 13, 14

Township 5 North, Range 91 West of the 6th P.M.

Section 12: Lots 2, 3, 7, 10, 12, 13, 14, 15

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN SURFACE ACCESS, USE AND COMPENSATION AGREEMENT EXECUTED THIS 1ST DAY OF October, 2011, BY AND BETWEEN Hamill Family Partnership, LLLP, AS SURFACE OWNER, AND SWEPI LP, AS OPERATOR.

Lease Number	Lessor	Agency No	Lease Date	Reception #
CO90289.001	USA - BLM	COC 68821	2/1/2006	Not filed
CO90290.001	USA - BLM	COC 68822	2/1/2006	Not filed
CO90291.001	USA - BLM	COC 68823	2/1/2006	Not filed
CO90304.001	CHARLES V OWENS	-	2/26/2006	2006-L-1336
CO90314.001	BLUE DOOR	-	10/4/2006	20072168
CO90314.002	JOSEPH D ROSE	-	9/15/2006	20076530
CO90314.003	JANE ROSE	-	9/15/2006	20075344
CO90314.004	ALTROGGE RESOURCES	-	9/21/2006	20074987
CO90325.001	RICHARD M PADON	-	9/12/2006	20074989
CO90386.001	CAROLE Q LEIGHT	-	9/28/2006	20073936
CO90387.001	DWG	-	9/18/2006	20073939
CO90389.001	GMO	-	9/18/2006	20073937
CO90463.001	JAMES C LOMBARDI FAMILY TRUST	-	9/6/2006	20082081
CO90463.002	CAROL DEANE MURPHY	-	2/4/2010	20101203
CO90464.001	JAMES C LOMBARDI FAMILY TRUST	-	9/6/2006	20082081
CO90464.002	CAROL DEANE MURPHY	-	2/4/2010	20101204
CO90465.001	JAMES C LOMBARDI FAMILY TRUST	-	9/6/2006	20082081
CO90466.001	JAMES C LOMBARDI FAMILY TRUST	-	9/6/2006	20082081
CO90467.001	JAMES C LOMBARDI FAMILY TRUST	-	9/6/2006	20082081
CO90485.001	JACOB HAMILL ET UX	-	12/4/2006	20082076
CO90486.001	HAMILL FAMILY PARTNERSHIP	-	12/15/2006	20082075
CO90488.001	HAMILL FAMILY PARTNERSHIP	-	12/15/2006	20082074
CO90497.001	RICHARD S WRIGHT	-	9/12/2006	20091719
CO90497.002	GEORGE R HARPER	-	2/4/2010	20101647
CO90498.001	RICHARD S WRIGHT	-	9/12/2006	20091723

<u>Lease Number</u>	<u>Lessor</u>	<u>Agency No</u>	<u>Lease Date</u>	<u>Reception #</u>
CO90498.002	GEORGE R HARPER	-	2/4/2010	20101648
CO90499.001	RICHARD S WRIGHT	-	9/12/2006	20091720
CO90503.001	ESTATE OF R W SLEMAKER, JR	-	11/15/2009	20093914
CO90503.002	MARY ELLEN BENIEN	-	9/23/2009	20093915
CO90503.003	ESTATE OF MARGARET JEAN WIRICK	-	9/30/2009	20093916
CO90519.001	GEORGE R HARPER	-	2/4/2010	20101652
CO90519.002	CAROL DEANE MURPHY	-	2/4/2010	20101208
CO90520.001	GEORGE R HARPER	-	2/4/2010	20101652
CO90520.002	CAROL DEANE MURPHY	-	2/4/2010	20101207
CO90585.001	AVIS J & JOE SELF	-	7/20/1990	8623 P571
CO90585.002	ALMON L & BARBARA FAY DURHAM	-	7/20/1990	8623 P570
CO90585.003	ARLENE & THOMAS KNOCK	-	7/20/1990	8623 P569
CO90585.004	GEORGE K LEWIS ET UX	-	7/20/1990	8623 P568
CO90585.005	EDA CARTER	-	7/20/1990	8623 P567
CO90585.006	GREGG L RICE	-	7/20/1990	8623 P566
CO90585.007	EDNA T REASON, ET VIR	-	7/20/1990	8623 P564
CO90585.008	BETTY J KNIGHT	-	7/20/1990	8623 P563
CO90585.009	MARY JO JOHNSON, ET VIR	-	7/20/1990	8623 P562
CO90585.010	LAUREL NAOMI DURHAM	-	7/20/1990	8623 P561
CO90585.011	GEORGE E DURHAM ET UX	-	7/20/1990	8623 P560
CO90585.012	DOROTHY J WILLIAMS	-	7/20/1990	8623 P559
CO90586.001	EDNA & WINSTON SCHRADER	-	7/20/2090	8623 P.565
CO90587.001	RAYMOND A DURHAM TRUST	-	4/1/1991	8624 P130
CO90597.001	CHARLES V OWENS	-	8/7/2006	20065378
CO90597.002	JANIS B & STEPHEN E DAHLBERG	-	8/7/2006	20065379
CO90598.001	JEFFREY W HERRING	-	9/7/2006	20065503
CO90598.002	ROBIN D HERRING	-	8/30/2006	20065501
CO90598.003	MARJIE P LECUYER	-	8/21/2006	20065380
CO90598.004	FRANK G & BEVERLY D SHEPHERD	-	8/21/2006	20065381
CO90598.005	HAROLD E & ANNA L HARRIS	-	8/21/2006	20066574
CO90598.006	MARLYS R MYERS	-	11/1/2006	Not filed
CO90599.001	HILA ROYALTIES	-	8/14/2006	20065377
CO90600.001	MYERS LIVING TRUST, DTD 7/5/1991	-	11/1/2006	Not filed

Lease Number	Lessor	Agency No	Lease Date	Reception #
CO90601.001	MYERS LIVING TRUST, DTD 7/5/1991	-	11/1/2006	Not filed
CO90641.001	MARLYS REEVE MYERS	-	11/1/2006	Not filed
CO90641.002	HAROLD E HARRIS ET UX	-	8/21/2006	20066574
CO90641.003	FRANK G SHEPHERD ET UX	-	8/21/2006	20065381
CO90641.004	MARJIE P LECUYER	-	8/21/2006	20065380
CO90641.005	ROBIN D HERRING	-	8/30/2006	20065501
CO90641.006	JEFFREY W HERRING	-	9/7/2009	20065503
CO90641.007	CAROLE Q LEIGHT	-	8/1/2011	20115117
CO90641.008	THE MARSHALL QUIAT TRUST	-	8/1/2011	20115119
CO90973.001	MARJIE P LECUYER	-	1/17/2011	20113018
CO90217.001	USA - BLM	COC 74708	5/1/2008	20081839
CO90265.001	STATE OF COLORADO	8473.5	5/19/2005	Not filed
CO90294.001	USA - BLM	COC 68826	2/1/2006	Not filed
CO90436.001	USA - BLM	COC 74709	5/1/2008	Not filed
CO90651.001	BRUCE H SEELY ET UX	-	11/11/2010	20104861
CO90654.001	BRUCE LINDEKE	-	11/23/2010	20104866
CO90654.002	MARIE PETTY REICH AKA MARIE PETTY	-	11/16/2010	20104901
CO90654.003	ELMER JOHN WAHLBORG	-	11/23/2010	20104785
CO90654.004	LA DONNA HOCKMAN MATTHE	-	11/23/2010	20104836
CO90654.005	RICHARD E HOCKMAN	-	11/16/2010	20104795
CO90654.006	KENNETH HOCKMAN	-	11/23/2010	20104870
CO90654.007	LESLIE M FARRAR FAMILY TRUST	-	11/23/2010	20104807
CO90654.008	LULA B MELLOTT	-	5/31/2011	20114002
CO90654.009	DARLENE J DIMOND	-	5/31/2011	20114311
CO90654.010	FRANK KEAGY JR	-	5/31/2011	20113853
CO91096.001	TAX FREE STRATEGIES	-	5/10/2011	20113857
CO90488.001	HAMILL FAMILY PARTNERSHIP	-	12/15/2006	20082074
CO91038.001	COLEEN L DWIG	-	4/1/2011	20112496



MC 80452.001
BGP

Written Approval To SUA Terms

The undersigned, Hamill Family Partnership, LLLP, being a Colorado Partnership in good standing, and whose mailing address is 5094 Hwy 317, Hamilton, CO, 81638, in consideration of \$10.00 and other good and valuable consideration, paid by SWEPI LP, receipt and sufficiency of which is hereby acknowledged, do for themselves, their heirs, representatives and assigns, do hereby approve of the construction and operation activities pursuant to SWEPI LP's construction and operation of temporary water access and storage facilities, located T5N, R90W, Section 19, E/2SE, Moffat County, Colorado:

The Surface Use Agreement dated October 1, 2011, which in part reads: 'Neither this Surface Agreement, Lease nor any other mineral lease acquired by Lessee includes the right to enter upon the land or access across to drill or produce from the surface of the following described lands without the express written consent of surface owner:

Township 5 North, Range 90 West of the 6th P.M.
Section 19: SE, TR IN E2SW, TR 52 in N2SE, TR 53 in E2SE
Section 30: Lots 5, 6"

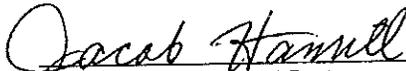
This Written Approval To SUA Terms constitutes express written consent of surface owner, Hamill Family Partnership, LLLP to enter upon the land or access across to construct and operate temporary water access and storage facilities including roads, pads, tanks, pipelines, utilities and other necessary facilities on the surface only as to the attached survey in the following described lands:

Township 5 North, Range 90 West of the 6th P.M.
Section 19: E/2SE

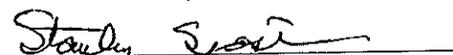
This Written Approval To SUA Terms hereby waives the 30 day construction notice for the above location and activity. All other terms and conditions of the SUA shall remain as written, except as expressly amended hereby.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this written approval contains the entire agreement between the parties all other terms and conditions of the referenced Surface Use Agreement remain in full force and effect.

Executed at Hamilton, Colorado, this 17 day of April, 2013.


Jacob Hamill, General Partner

The foregoing instrument was read by Jacob Hamill who said he understood it and that she knew in signing it, he was setting up a bar to any recovery law for damages referred to in the same, and that they signed it, all in our presence.


WTINESS

MC 80452

FIRST AMENDMENT TO SURFACE USE AGREEMENT AND INDEMNIFICATION

FILE
MBM

This agreement ("First Amendment") amends the Surface Use Agreement and Compensation Agreement between Hamill Family Partnership, LLLP, whose mailing address is 5094 Hwy 317, Hamilton, CO 81638 ("Surface Owner") and SWEPI LP, whose mailing address is 200 N. Dairy Ashford, Houston, TX 77079 ("Operator") entered into October 1, 2011, ("Original Agreement").

WHEREAS, Surface Owner is the owner of the surface estate more specifically described in Exhibit A, attached to the Original Agreement;

WHEREAS, Surface Owner and Operator desire to amend the Agreement by entering into this First Amendment.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration in hand paid to Surface Owner, the receipt and sufficiency of which is hereby acknowledged, the Surface Owner and Operator do hereby amend the Agreement as follows:

1. In Exhibit "A", Surface Owner hereby expressly gives written approval to access the following lands for a drilling location.
Township 5 North, Range 90 West of the 6th P.M.
Section 19: SE North of State Highway 317
2. Operator agrees to build a cattle pen with up to 1,000 feet of fencing to replace the cattle pen eliminated by the proposed location. Said cattle pen shall be built in the SE2NESE of Section 19, Township 5 North, Range 90 West.
3. Pursuant to paragraph 5 (iii) the [REDACTED] for the proposed location in Section 19 (Williams Fork 1-19, etal) as shown on the attached plat, shall be [REDACTED] to Surface Owner for this location. This will be a multiwell location.

Except as provided above, all other terms and conditions of the Agreement continue in full force and effect. This First Amendment is entered into by the parties as of November 1, 2012.

SWEPI LP
 By: Jeff Turnbull
 Title: Jeff Turnbull
Attorney-In-Fact
 Date: 12/10/12

Hamill Family Partnership, LLLP
 By: Jacob Hamill
 Title: General Partner
 Date: 12-4-2012