



Crown Petroleum

Limited Liability Company

1-970-835-3694 • FAX 1-970-835-8804 • TOLL FREE 1-800-571-0384 • 2128 M Road • Austin, Colorado 81410



00202869

~~Handwritten signature~~

Surface Damages Agreement Between
David John Amen
10538 County Road 25
Sterling, Colorado 80751
970-522-2314
and Crown Petroleum LLC, for a well
drilled in the NW 1/4 Section 21
Township 7 North, Range 53 West

Crown Petroleum LLC. agrees to take every reasonable precaution and to make every reasonable effort to minimize the disruption of the property. This includes:

1. To notify the surface owner at least seven days prior to entering upon the premises for drilling purposes and Crown's intention to drill. Execution of this agreement by the parties identified below shall serve as each party's consent to waive the mandatory fourteen day notice, (should such rule apply), as set forth by the Colorado Oil and Gas Commission.
2. On January 28, 1997 Crown met and consulted with the surface owner regarding surface area to be used during Crown's operations.
3. To fence pits, if requested by surface owner, to prevent any livestock loss. After production has been established, tank batteries, pumping unit, and pits will be fenced, in accordance to the rules established by the Colorado Oil and Gas Conservation Commission.
4. At such time as the above referenced well is plugged and abandoned, Crown Petroleum LLC will spread drilling mud on the location, as part of their cleanup operations and then the surface shall be restored to it's original condition and surface elevation.
5. In the event any unusual circumstances result in damages in excess of those occurring under normal drilling and production operations, the parties shall mutually determine an additional payment to be made as compensation for such additional damages.
6. All additional wellsites located on surface lands owned by Amen in Section 21, T7N, R53 W, shall be handled in the

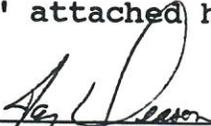
same manner, with \$1,000.00 per location to be paid, prior to drilling subsequent wells, by Crown Petroleum, LLC.

7. This Surface Damages Agreement is intended to cover all damages which occur as the result of the location, drilling, completion, equipping and operation of the referenced well, including but not limited to Crown's re-entry upon the referenced lands for the purposes of recompletion or reworking operations on the referenced well. This Surface Damage Agreement is also intended to cover all surface damages occasioned by location and use of the access road to the well, location, use and servicing of tank batteries and flow lines, or gas gathering lines on the referenced lands and any other damages or claims arising out of or in any way connected with entry upon the referenced lands by Crown, its successors or assigns.

8. Prior to the commencement of drilling operations for this well, Crown agrees to pay the surface owner the sum of \$1,000.00 as payment for surface damages relating to drilling and completion of any specific well and for the installation of the production equipment and flow line required for the production of oil and gas from that well.

9. This agreement shall be binding on any subsequent surface owner or owners and represents the full and complete agreement between the parties. Any additional provisions would have to be agreed to in writing by both the surface owner and Crown Petroleum LLC.

See Exhibit "A" attached hereto and made a part of this Agreement.

Signed:  1-28-97
Jay Deason, Manager Crown Petroleum LLC. Date

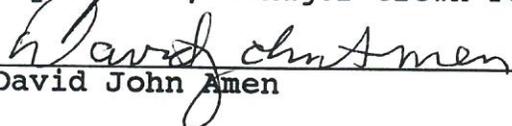
Signed:  1-28-97
David John Amen Date

EXHIBIT A



Holloway & Holloway, Inc.
P.O. Box 3331
Greeley, CO 80633
(303) 867-3713
(303) 352-5852

NW cor. re-bar
in roadway at
fence West

Basis of elev
spot elev at
NW cor. 4046'

North 5220'

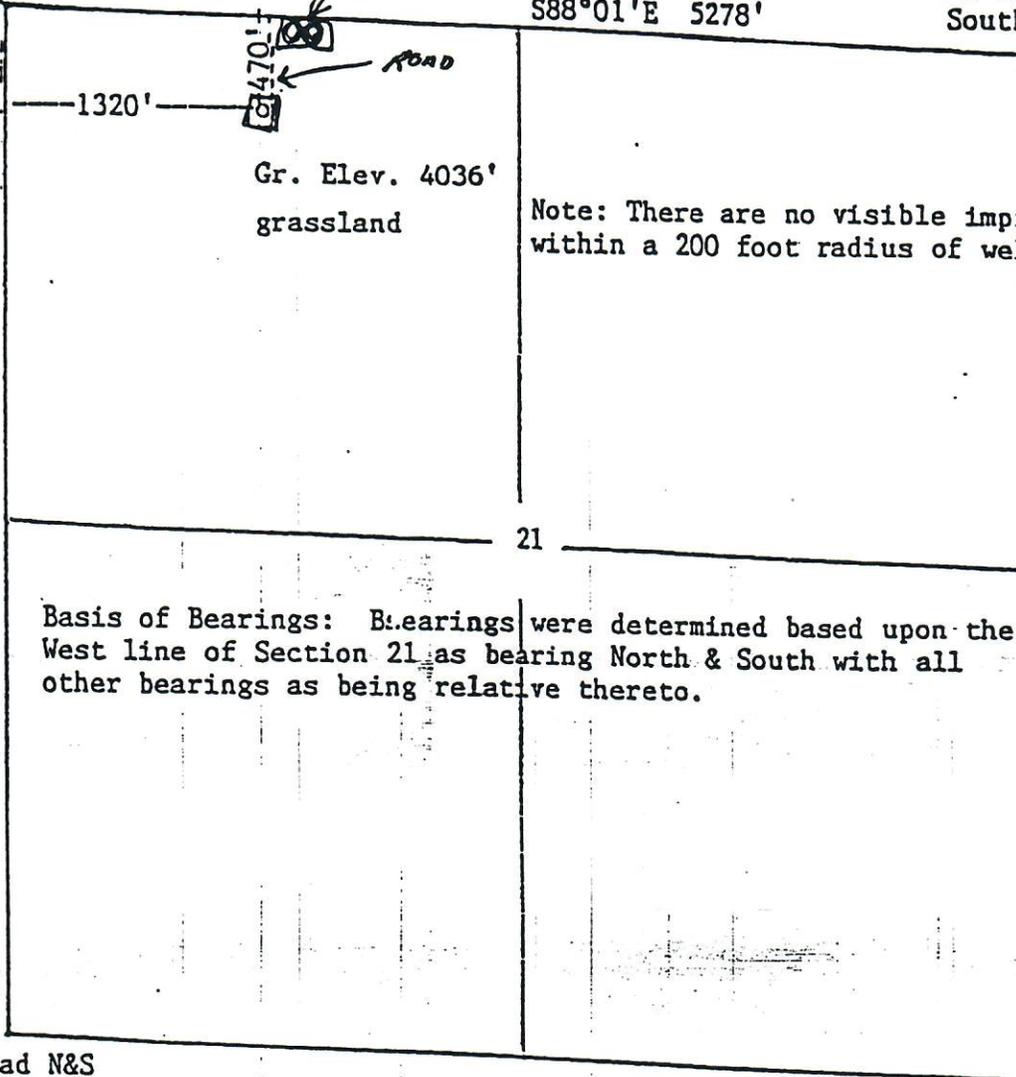
CL. Road

SW cor. CL Road N&S
at fence East

TANK BATTERIES R53W

S88°01'E 5278'

NE cor. T-road
South (CL)



Basis of Bearings: Bearings were determined based upon the West line of Section 21 as bearing North & South with all other bearings as being relative thereto.



Scale --- 1" = 1000'

In accordance with a request from Crown Petroleum LLC the Undersigned has determined the location of the Cheryl Lynn No.1 well to be 470' FNL & 1320' FWL at right angles as co-ordinates Section 21 Township 7N Range 53W of the 6th principal Meridian Logan County, Colorado.

I hereby certify that this oil and/or gas well location certificate was prepared for Crown Petroleum LLC and that it is not a land survey plat or improvement survey plat, and that it is not to be relied upon for the establishment of fence, building or other future improvement lines.

Date 7-26-06

Holloway & Holloway, Inc.

