

Well Name: Ford 29-13

ROAD ACCESS AGREEMENT

This agreement, made and entered this 25 day of Feb., 2010, by and between the Jeffery & Gina L. Ford, whose address is 4517 CR "U", Wiggins, CO 80654, hereinafter referred to as "Owner", and Esenjay Operating, Inc., whose address is 500 North Water Street Suite 1100 South, Corpus Christie, TX 78471, hereinafter referred to as "Operator", collectively referred to herein as the "Parties".

WITNESSETH:

For and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Operator intends to drill, or cause to be drilled, an oil and/or gas well ("Well") at a legal location on the following described lands ("Lands"):  
Ford 29-13  
SWSW Sec. 29, T7N, R59W, 6<sup>th</sup> P.M.  
located approximately 575' FSL and 540' FWL  
Weld County, Colorado

- TANK  
BATTERY
- 2. In order for Operator to drill, construct, complete, produce, maintain and operate the Well and all associated pipelines, power lines and other facilities or property of Operator associated with said Well, it is necessary that Operator enter and utilize the west edge of Section 20. The Parties hereby agree to compensation for the damages, entry and surface use thereof.
  - 3. Operator shall pay Owner [redacted] for access and related pipelines (water, gas, and buried utility lines). Owner hereby acknowledges that the Amount represents full, final and agreed-upon total compensation for all damages caused or created by reason of the reasonable and customary ingress, egress, rights-of-way, production and maintenance operations and well location, except as defined below.
  - 4. [redacted]
  - 5. Operator shall bury all pipelines below normal plow depth. Operator shall inform Owner prior to constructing any other facilities on the lands. Operator shall mark the location of all pipelines and other obstructions, in such a manner so that their identity and their location can be determined without difficulty.
  - 6. Any [redacted] shall be compensated on a non-zero basis for that [redacted]
  - 7. Within one year of cessation of all production of this well or six months after the time this well has been plugged and abandoned, weather permitting, Operator agrees to complete reclamation of the surface of the subject lands and access road as nearly as practicable to the condition in which the same was found prior to the commencement of Operator's oil and gas operations, including removal of all Operator's equipment and material.
  - 8. Access roads shall be reasonably maintained, and only one access road per well shall be used. Operator agrees to consult with Owner as to routes of ingress and egress for any wells drilled on the above-described lands, in an attempt to minimize damages to the above-described lands. Owner agrees not to unnecessarily withhold his consent as to routes of ingress and egress. Operator further agrees that said access road shall not permanently exceed 20 feet in width where straight, but may be wider on turns, to accommodate equipment. In the interest of minimizing overall surface impact, roads may be used for multiple wells, all of which may not necessarily be on Owner's land.
  - 9. All payments that shall become due and payable to Owner shall be calculated after the drilling and completion of said Well and pipelines.
  - 10. No firearm shall be discharged on the property, and all guns must remain inside a vehicle.
  - 11. In the event said Well is completed as a producer, said Right-of-Way so granted herein shall remain in full force and effect and shall continue until such time as said well is plugged and abandoned, and final restoration is complete.
  - 12. Except as to any extraordinary or unanticipated loss or damage, Owner does hereby release and hold harmless Operator from any and all liability of any nature and further payment for damages on the lands which arise or may arise out of or in connection with the well or other facilities constructed by Operator on the lands for so long as operations are being conducted by Operator, its agents, successors or assigns.
  - 13. Notice by either party shall be promptly given, orally if possible, and immediately mailed to:

Owner  
JEFFERY C. FORD  
4517 CR "U"  
WIGGINS, CO 80654

Operator

This CONFIDENTIAL agreement shall be binding on and inure to the benefit of the Parties, their respective heirs, successors, personal representatives, agents, tenants, purchasers and assigns. Terms of this agreement may not be disclosed to other parties.

IN WITNESS WHEREOF, the parties hereto set their hands, the day and year first above-written.

Jeffery Ford  
Gina L. Ford

By: James C. Karo CPL  
Authorized Agent for Operator