

GOLDMAN MELCHER

FEDERAL #1

SURFACE USE AND DAMAGE AGREEMENT

USEN FARM, L.L.C.

THIS AGREEMENT made and entered into this JANUARY 5, 2010 2009, by ~~Stanley I. Goldman and Carolyn R. Goldman as Trustees for the benefit of Stanley I. Goldman and Carolyn R. Goldman under Trust Agreement dated 8/20/1991 whose address is 5734 Windsor Drive, Shawnee Mission, Kansas, 66205, AND Marilyn Blond Melcher, individually and as Trustee of the Marilyn Blond Melcher Revocable Trust, whose address is 2835 Verona Drive, Shawnee Mission, Kansas, 66208, parties of the first part and hereinafter cumulatively referred to as "Owner", and Fossil Creek Resources, LLC 1521 N. Cooper Street, Suite 650, Arlington, Texas 76011, party of the second part, hereinafter referred to as "Operator".~~

WHEREAS, Owner is the owner of the surface estate and Operator owns oil and gas leases and associated rights in the following described lands in Kiowa County, Colorado:

Township 18 South, Range 52 West, 6th P.M.

Section 6: All (more specifically described as Lots 1,2,3,4,5,6,7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4) and herein described as "Contract Acreage".

WHEREAS, Operator desires to prospect, drill and explore the Contract Acreage consistent with good oil field practices, the laws of the United States, the laws of the State of Colorado and pursuant to the rights and obligations granted under oil and gas leases covering the Contract Acreage.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the Parties agree to jointly use the surface of the Contract Acreage as follows.

1. Owner hereby gives, grants, and conveys the right of ingress and egress to Operator, its agents, employees, representatives, contractors, suppliers and assigns, the right to enter upon and use the Contract Acreage as may be reasonably necessary for the purpose of exploring, drilling and testing, for oil and/or gas, completing producing and gathering and transporting oil and gas from the Contract Acreage, together with the right-of-way and easement across the lands of Owner to explore and drill for oil and gas, construct and maintain access roads, well site(s), tank batteries and pipelines, and other such related facilities as deemed necessary for Operator's complete enjoyment and rights granted in the oil and gas lease covering the Contract Acreage.
2. Operator shall notify Owner or its representatives (who may be designated by owner prior to conducting proposed operations upon the Contract Acreage) as to the location of well site(s), road, pipelines and other facilities. Operator shall use the Contract Acreage consistent with its rights and obligations under the oil and gas lease(s) as may be deemed appropriate by a reasonable and prudent operator. Operator shall, upon request, provide Owner, at Owner's expense, with a survey plat of the surface tracts showing Operator's improvements, including well site(s) facilities, drill pads, buried flow lines and gas gathering lines on the Contract Acreage.
3. Roads will be maintained by Operator consistent with customary oil field practice.
4. Operator shall not bring alcoholic beverages, firearms or dogs on the Contract Acreage.
5. All ranch gates used by Operator shall be kept shut and locked as may be requested by Owner. Cattle guards shall be equipped by Operator where Operator deems necessary.
6. The term of this Agreement shall run concurrently with the term of the oil and gas leases attributable to the Contract Acreage. At the end of said term, the terms and conditions hereof shall continue in full force and effect as to any wells theretofore drilled and as to roads, production facilities, pipelines and other related improvements constructed during said term.
7. Within six (6) months of complete cessation of production from or attributable to the Contract Area, Operator shall remove all of its property and equipment situated on the Contract Acreage and, where requested in writing by Owner, Operator shall restore the surface to a condition as nearly as practicable to its original condition.
8. Operator shall compensate the Owner for use of the surface as above described, pursuant to the following:
 - A. Location: Operator agrees to pay Owner per well site the total sum of \$3,500.00. Well sites shall be limited to not more than three (3) acres in size, and upon written request by Owner, Operator agrees to fence pits and other dangerous areas, keep the well site(s) and rights-of-way safe and in good order and free of litter and debris.
 - B. Roads: For all roads constructed across the lands of Owner in connection with Operator's drilling, production or other rights hereunder, Operator agrees to pay \$10.00 per rod for right-of-way as surface damages for each new road. In addition, if Operator uses existing roads on the Contract Acreage, Operator agrees to maintain said roads at its own expense in at least the condition that they are in at the point Operator begins using them.
 - C. Pipelines: Right-of-way compensation shall be at a rate of \$5.00 per rod for all pipelines. Where feasible, all pipelines shall be buried below plow depth.
 - D. Production Site: In the event Operator's well or wells on the Contract Acreage are producers and Operator needs additional acreage other than the existing wellsite pad for production facilities, Operator shall compensate Owner at the rate of One Thousand Dollars (\$1,000.00) per additional acre utilized for production equipment (excluding roads and pipelines).
 - E. Compensation for Personal Property: Operator agrees to compensate Owner for extraordinary loss or damage caused by Operator, its agents or employees to its property or livestock. Operator shall indemnify, defend and hold harmless Owner from and against any and all claims, demands, causes

of action and cost whatsoever, resulting from death or injury to persons, damage to or loss of property and environmental contamination or other harm, brought by any party arising out of or resulting from Operator's use and occupancy of the Contract Acreage, except to the extent that any of the foregoing is attributable to negligence (whether active or passive, sole, joint, or concurrent) or other fault of Owner, Owner's employees, agents, representatives, tenants, lessee, permittees, licensees, invitees, successors or assigns.

9. Notice by either party hereto shall be promptly given orally, if possible, and immediately mailed to the respective party at the following address:

OWNER:

Stanley L. Goldman and Carolyn R. Goldman, as Trustees for the benefit of
Stanley L. Goldman and Carolyn R. Goldman under Trust Agreement dated
8/30/1991,
5734 Windsor Drive
Shawnee Mission, Kansas, 66205
Telephone (913) 627-2678
AND

Marilyn Blond Melcher, individually and as Trustee of the Marilyn Blond
Melcher Revocable Trust
2835 Verona Drive
Shawnee Mission, Kansas, 66208
Telephone ()

OPERATOR:

Fossil Creek Resources, LLC
1521 N. Cooper Street, Suite 650
Arlington, Texas 76011
Attention: Tommy Helm
1-817-701-4974 (Office)

(Notice shall only be deemed as given when notice has been actually received in writing by the party to whom the notice is directed).

10. This Agreement shall be for the term specified herein and the terms and provisions hereof shall constitute covenants and conditions running with the lands covered hereby and shall inure to the benefit of and be binding upon Owner and Operator and their respective, heirs, executors, administrators, legal representatives, successors and assigns.

11. The rights of either party hereunder may be assigned in whole or in part.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same instrument. All the provisions of this Agreement shall be binding on the heirs, successors and assigns of Owners and Operator.

OWNER:

~~Stanley L. Goldman and Carolyn R. Goldman, as Trustees for the benefit of Stanley L. Goldman and Carolyn R. Goldman, under Trust Agreement dated 8/30/1991.~~

Stanley L. Goldman
Stanley L. Goldman, Trustee

Franklin, Eisen Farm, L.L.C.

X
Carolyn R. Goldman, Trustee

Marilyn Blond Melcher, individually and as Trustee of the
Marilyn Blond Melcher Revocable Trust

Marilyn Blond Melcher TTEE
Marilyn Blond Melcher, individually and as Trustee

OPERATOR

FOSSIL CREEK RESOURCES, LLC

Thomas L. Helm
Thomas L. Helm
Vice President – Land



Physical Address: 401 Arapahoe St.
Mail to: Box 384 Kiowa, CO 80117

Job # 09-173 Goldman Melcher Federal #1

Inv # 1031

Ph. 303-621-8672 - Fax 303-621-2717
www.highprairesurvey.com

High Prairie Surveying of Kiowa, Colorado has in accordance with a request from **Geoff Radler, Jetta Operating Co., Inc.**, has determined the location of **Goldman Melcher Federal #1** to be 1607 feet FNL, and 745 feet FWL, (90° off Section lines) of SECTION 6, Township 18s, Range 52w of the 6th Principal Meridian, **Kiowa County, Colorado**.

Date: Staked on 12-18-09 drawn on 12-23-09.

Re: Staked by Keith Westfall
Drawn: Drawn by Elijah Frane

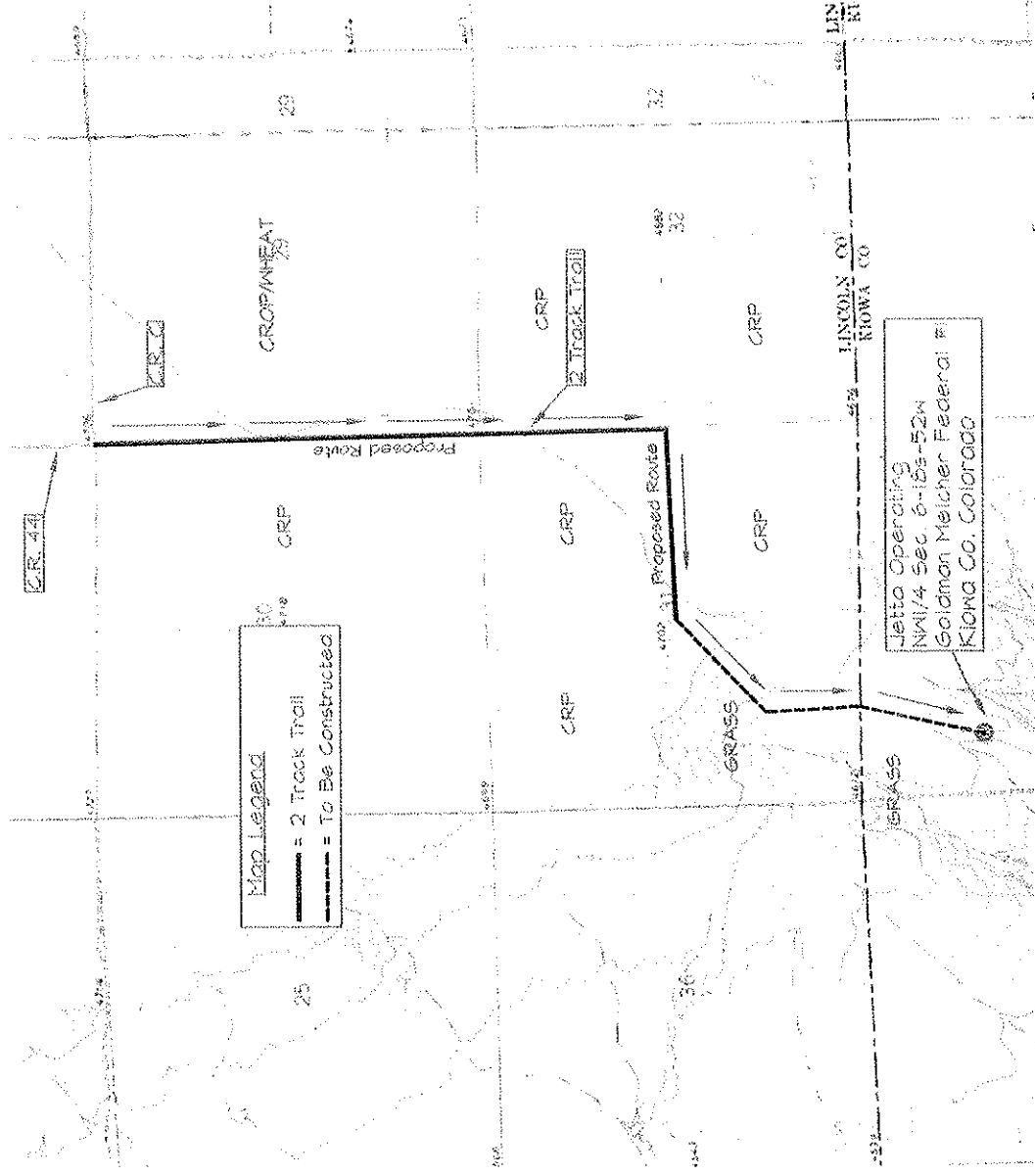
Basis of Elevation Spot: USGS BM = MOPA, PID = JJ0918, H-Order = First, V-Order = VERTCON, Stability = UNKNOWN, P-DOP = 2.2, Sats = 9 US NAD 83 CO-S, Lat. = 38.46496, Long. = W103.23203, Elevation = 4599 gr. (us FT).

Notes: There are no apparent improvements within 400 ft.
The ground elevation at staked location = 4598.93' gr.

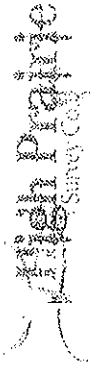
This drawing does not represent a monumented survey or Land Survey Plat.

Basis of Bearing: Bearings were determined based on the North line of Section 6 to bear N 87°21'23" E with all other bearings contained herein relative thereto.

ACCESS ROAD MAP



22H.



Physical Address: 491 Arapahoe St.
Mail to: Box 384 Kiowa, CO 80117

Job # 09-173 Goldman-Mitcher Poleline

Inv # 1001

Ph. 303-621-8672 - Fax 303-621-2717
www.highprairie-survey.com

High Prairie Surveying of Kiowa, Colorado has in accordance with a request from Geoff Radler, Jetta Operating Co., Inc., has determined the location of Goldman-Mitcher Federal #1 to be 1807 feet PNL and 745 feet FVA, (90° off Section line) of SECTION 6, Township 18S, Range 52N of the 6th Principal Meridian, Kiowa County, Colorado.

Date: Staked on 12-18-99 drawn on 12-23-99.

Red Staked by Keith Westfall

Drawn: Drawn by Eligh Frane

Basis of Elevation Spot: USGS BM = MORA, PID = J08918, H-Order = First, V-Order = VERT CON, Stability = UNKNOWN, P-DOP = 2.2, Sats = 9 US NAD 83 CO-S, Lat. = 38.49486, Long. = W103.22203, Elevation = 4598 gr (us FT).

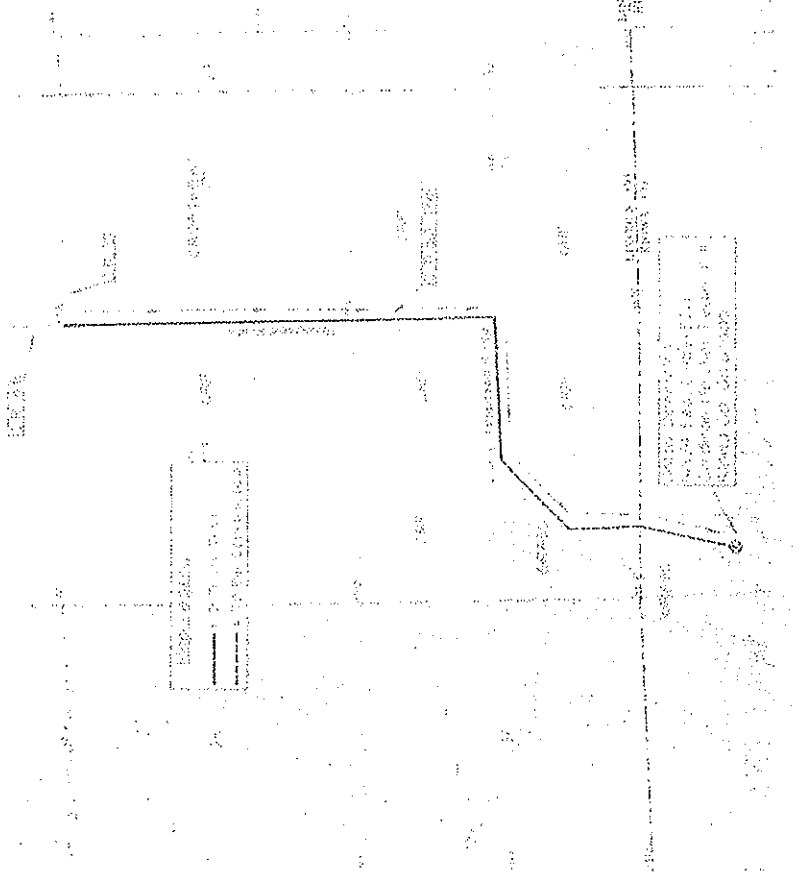
Notes: There are no apparent improvements within 400 ft.

The ground elevation at staked location = 4398.93' gr.

This drawing does not represent a monumented survey or Land Survey Plat.

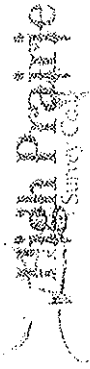
Basis of Bearing: Bearings were determined based on the North line of Section 6 to bear N 87° 21' 23" E with all other bearings contained herein relative thereto.

ACCESS ROAD MAP



22 H.

MBM



Physical Address: 401 Arapahoe St.
Neft No: Box 343 Kiowa, CO 80117

Job # 09175 Goldman Meicher Parcel #1

Inv # 1011

Ph. 303-621-3672 - Fax 303-621-2717
www.highprairieurvey.com

High Prairie Surveying of Kiowa, Colorado has in accordance with a request from Geoff Radler, Jetta Operating Co., Inc., has determined the location of Goldman Meicher Federal #1 to be 1807 feet ENL and 745 feet FNM, (90' off Section lines) of SECTION 5, Township 19S, Range 52W of the 6th Principal Meridian, Kiowa County, Colorado.

Date: Staked on 12-18-08 drawn on 12-23-08

Red Staked by Keith Westfall
Drawn by Elijah Frane

Basis of Elevation Spot: USGS BM = MOPA, PID = J30918, H-Order = First, V-Order = VERTCON, Stability = UNKNOWN, P-DOP = 2.2, Sats = 9 US, MAG 82 CO-S, Lat. = 38.46466, Long. = W103 23260, Elevation = 4599 gr (vs FT).

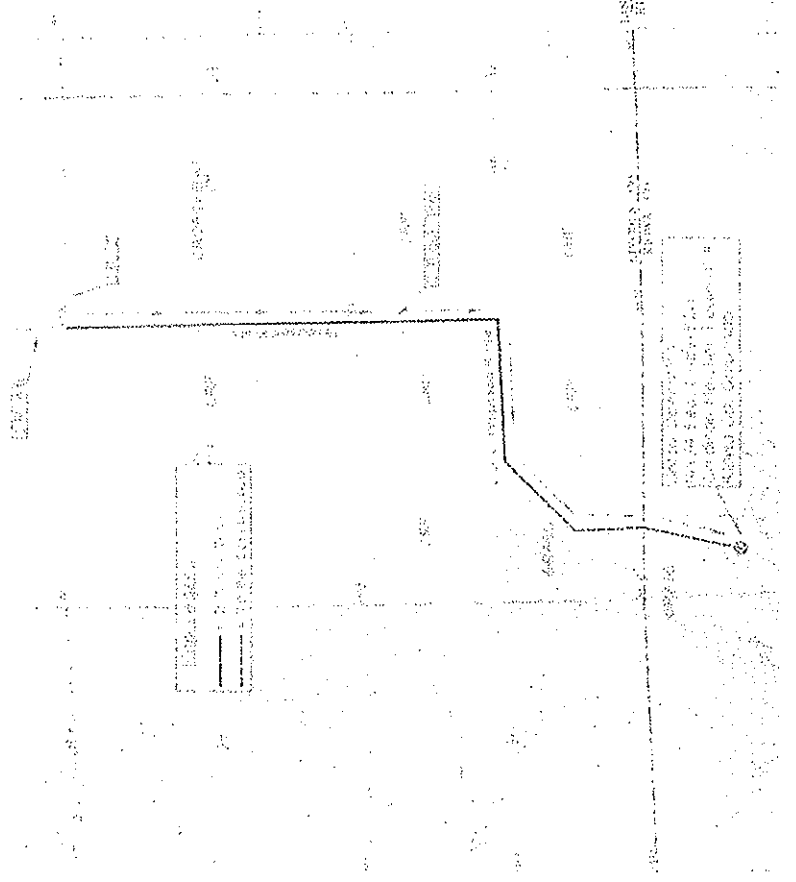
Notes: There are no apparent improvements within 400 ft.

The ground elevation at staked location = 4598.93' gr.

This drawing does not represent a monumented survey or Land Survey Plat.

Basis of Bearing: Bearings were determined based on the North line of Section 5 to bear N 87° 21' 23" E with all other bearings contain herein relative thereto.

ACCESS ROAD MAP



72 H.

MSM

ROAD ACESS ACQUISITION REPORT

OWNER:

Stanley L. Goldman and Carolyn R. Goldman, as Trustees for the benefit of Stanley L. Goldman and Carolyn R. Goldman under Trust Agreement dated 08/20/1991

Address:

5734 Windsor Drive

City/St:

Shawnee Mission, KS 66205

SS#

070-24-8105- Stanley
492-36-6963- Carolyn Phone: 816-215-0245 c/o Randy Clark

Operator/Lessee:

Fossil Creek Resources, LLC

Depository Bank:

N/A

Bank Address:

N/A

State:

Colorado

County:

Kiowa

Area:

NW Haswell

Agreement Date:

November 12, 2009

Eff Date:

November 12, 2009

Primary Term:

Three (3) years and so long thereafter.....

Exp Date:

November 12, 2012

(X) Rental Agreement

Land Description:

Non-exclusive 30 foot wide Right of Way for use of Access Road as shown on the Exhibit A attached to the subject Road Access Agreement to be located on Owner's Property in Township 18 South, Range 52 West, 6th P.M. Section 06: NW/4NW/4 (ada Lot 4) covers approximately 20.0 Rods

Rods:

Approx 20.0

Total Bonus:

\$250.00

Bonus Per Rod:

Flat

Rental Per Rod:

\$6.00

Annual Net Rental:

\$120.00 on 20 rods

First Rental Due:

November 12, 2010

Remarks:

Agreement needs to be signed by Operator with copy of fully signed Agreement returned to Owner.

Amount of proposed usage was undetermined. For purposes of this agreement, a flat rate of \$250 was paid Owner. Once Access Road is constructed and amount of usage is measured, we may need to send an additional check to Owner calculated based upon \$10 per rod.

This Agreement was obtained as access to D-4 Cattle Ranch Federal #1 well to be located in 18S-53W; Section 1: NENE.

Enclosures:
Original Road Access Agreement
Plat (Exhibit "A" attachment)
Copy of Meramar Company Check #2670 for bonus payment

Company:

Fossil Creek Resources, LLC

John Merkert

November 25, 2009

Broker/CONTEX ENERGY COMPANY

Date

ROAD ACCESS AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of Nov., 2009, by Stanley L. Goldman and Carolyn R. Goldman, as Trustees for the benefit of Stanley L. Goldman and Carolyn R. Goldman under Trust Agreement dated 8/20/1991, whose address is 5734 Windsor Drive, Shawnee Mission, Kansas, 66205, party of the first part, and hereinafter referred to as "Owner", and Fossil Creek Resources, L.L.C., 1521 N. Cooper St. Suite 650, Arlington, Texas 76011, party of the second part, hereinafter referred to as "Operator";

WHEREAS, Owner is the owner or the lessee of the surface estate of the following described lands located in Kiowa County, Colorado:


Township 18 South, Range 52 West, 6th P.M.
Section 6: NW/4NW/4 also described as Lot 4

Such lands are hereinafter referred to as the "Contract Acreage";

WHEREAS, OPERATOR desires to conduct oil and gas drilling and producing operations on lands adjacent thereto, described as "Operated Acreage"; and

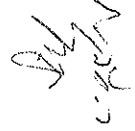
WHEREAS, operator needs to access the Operated Acreage by a road that crosses the Contract Acreage.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the Parties agree to jointly use the surface of the Contract Acreage as follows.

1. Owner hereby gives, grants, and conveys the right of ingress and egress to Operator, its agents, employees, representatives, contractors, suppliers and assigns, the right to enter upon, construct and use a road and such additional adjoining lands as may be reasonably necessary for the purpose of access to Operator's oil and gas drilling and production operations on the Operated Acreage. Said road is to be constructed in an area as shown on the Exhibit "A" plat attached hereto. Such grant shall be non-exclusive and shall be limited to ~~50~~³⁰ feet in width. 
2. The road will be maintained by Operator consistent with customary oil field practice and shall be graded, graveled and maintained as an all weather road to avoid severe washouts and erosion.
3. Operator shall not bring alcoholic beverages, firearms or dogs on the Contract Acreage.
4. All ranch gates used by Operator shall be kept shut and locked as may be requested by Owner. Cattle guards shall be equipped, by Operator, with goat proof gates as may be necessary.
5. The term of this Agreement shall be three (3) years from the date first written above ("Primary Term") and for so long as hydrocarbons are produced on the Operated Acreage.
6. Operator agrees to comply with and conform to all the rules and regulations of the State of Colorado and the Colorado Oil and Gas Conservation Commission.

7. The Grantee agrees that if damage or destruction to the road, as determined by the Grantor acting reasonably, results from the exercise by the Grantee and its servants, agents, employees, contractors and subcontractors of the rights herein granted, the Grantee shall, at the Grantor's request, restore the road to its previous condition.

8. Operator shall compensate the Owner for use of the surface, as above described, pursuant to the following:

- A. Roads: ~~For existing road used across the Contract Acreage in connection with Operator's drilling, production operations, Operator agrees to pay six dollars (\$6.00) per rod for right-of-way for the first year and three dollars (\$3.00) per rod per year for each successive year thereafter.~~ For new road used across the Contract Acreage in connection with Operator's drilling, production operations, Operator agrees to pay ten dollars (\$10.00) per rod for right-of-way for the first year and six dollars (\$6.00) per rod per year for each successive year thereafter. 
- B. Missed Payment: In the event of default by the Operator in the payment of any sums herein, Owner shall notify Operator in writing, and Operator shall have thirty (30) days after the date of such notification within which to cure such default and make the required payment.
- C. Indemnity: Operator shall indemnify, defend and hold harmless from and against any and all claims, demands, causes of action and cost whatsoever, resulting from death or injury to persons, damage to or loss of property and environmental contamination or other harm, brought by or in favor of any party arising out of or resulting from Operator's use and occupancy of the Contract Acreage, except to the extent that any of the foregoing is attributable to negligence (whether active or passive, sole, joint, or concurrent) or other fault of Owner, Owner's employees, agents, representatives, tenants, lessees, permittees, licensees, invitees, successors or assigns.
- D. Conversion to Calendar Year Payments: Notwithstanding anything herein contained to the contrary, at such time as the first annual payment is made for roads or power lines, said payment shall be on the anniversary date and shall be prorated to the end of the current calendar year. On or before January 1st of the following calendar year a full annual payment shall be due and the annual obligation from there forward shall always

be on a calendar year basis. All calendar year payments shall be consolidated into a single check with an itemized statement providing the support therefore.

9. Notice by either party hereto shall be promptly given orally, if possible, and immediately mailed to the respective party at the following address:

OWNER: Stanley L. Goldman and Carolyn R. Goldman, as Trustees
5734 Windsor Drive
Shawnee Mission, Kansas, 66205
Phone: 816-215-0245 (Randy Clark, Representative)

COMPANY: Fossil Creek Resources, L.L.C.
1521 N. Cooper St., Suite 650
Arlington, TX 76011
Attention: Tom Helm
817-701-4974

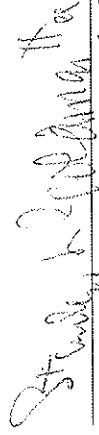
10. Payments due Owner shall be made to Stanley L. Goldman and Carolyn R. Goldman, as Trustees at the above address. Should Owner desire to change the name and address for payments, it shall notify Operator of such change sixty (60) days in advance of any payment due hereunder.

11. This Agreement shall be for the term specified herein and the terms and provisions hereof shall constitute covenants and conditions running with the lands covered hereby and shall inure to the benefit of and be binding upon Owner and Operator and their respective, heirs, executors, administrators, legal representatives, successors and assigns.

12. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, executors, administrators, successors or assigns of the parties hereto. In the event that owner or operator elect to assign their respective rights to a third party, the assigning party agrees to provide the other party with written notice of their assignment no less than thirty (30) days after such assignment is made. Any such notice shall provide the name, mailing address, phone number and contact person for the third party assignee.

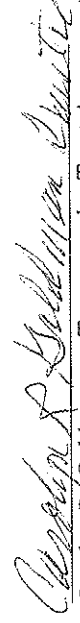
13. In the event of a dispute between Owner and Operator regarding the terms and conditions of this agreement, Owner and Operator agree to submit such dispute to binding arbitration.

OWNER:



Stanley L. Goldman, as Trustee under Trust Agreement dated
8/20/1991

OPERATOR: FOSSIL CREEK RESOURCES, L.L.C.



Carolyn R. Goldman, as Trustee under Trust Agreement dated
8/20/1991

Thomas L. Helm
Vice-President - Land

Access Road Map

C.R. 44

C.R. C

Map Legend

- Two track trail
- To be constructed

Proposed Route

Fossil Creek Resources LLC.

NE 1/4 Sec 1-18s-53w

D-4 Cattle Ranch Inc. Federal #1

Kiowa Co., Colorado

Data use subject to license

© DeLorme, XMap® 6.

www.delorme.com

TN

K

MN (8 1'E)

Scale 1 : 22,400

0 100 200 300 400 500 600 700 800 900 1000

1" = 1,866.7 ft

Data Zoom 13-2

THE MERAMAR COMPANY

7466 S. KENDALL BLVD.
LITTLETON, CO 80128

2670

PAY
TO THE
ORDER OF

DATE

November 5, 2009

23-315/1020
402

Stanley L. Goldman and Carolyn R. Goldman, Trustees

Two Hundred Fifty and

\$ 250 00

no
100

DOLLARS

100

VECTRABANK
NATIONAL ASSOCIATION
COLUMBINE VALLEY BRANCH
6901 S. PIERCE ST.
LITTLETON, CO 80128

REDU-RESPONSE 888-686-7850 (24-HOUR ACCOUNT INFORMATION)

Nuisance Fee Pay Access

FOR 185-52nd Sec 6 Krowns Ctry, CO

John H. Mink

⑈002670⑈ ⑆102003154⑆4028900563⑈

MP

ROAD ACCESSION REPORT

OWNER:	Michael E. Reystead and Debra S. Reystead, husband and wife	State:	Colorado
Address:	P.O. Box 96	County:	Lincoln
City/St:	Haswell, CO 81045-9712	Area:	NW Haswell
SS#	514-58-9406	Agreement Date:	November 28, 2009
Operator/Lessee:	Fossil Creek Resources, LLC	Eff Date:	November 28, 2009
Depository Bank:	N/A	Primary Term:	Three (3) years and so long thereafter.....
Bank Address:	N/A	Exp Date:	November 28, 2012

(X) Rental Agreement

Land Description:

Non-exclusive Right of Way for Existing Access Road as shown on Exhibit A attached to the Road Access Agreement located on or near East line of the Owner's Property in Township 17 South, Range 52 West, 6th P.M.
Section 30: E/2
Road covers approximately ½ of 320 rods or 160 rods.
And Section 32: SW/4
The addition of this tract may be protective inasmuch as the Existing Access Road turns 90 degrees west at the West quarter corner of Sec 32. The turning drilling rig may necessitate encroaching into this tract.

NOTE: Road is considered to be on the centerline separating Sections 29 and 30. Owner only owns lands in Sec. 30: E2, not lands in W/2 of Sec. 29. Thus for purposes of this agreement, Owner would be considered to own ½, being the W2 of the subject access ½ of 320 or

Rods:	160	Total Bonus:	\$960.00	Bonus Per Rod:	\$6.00
Rental Per Rod:	\$3.00	Annual Net Rental:	\$480.00	First Rental Due:	*October 26, 2010

Remarks:

*Item #8 D. is a Conversion to Calendar Year Payments Clause. First Rental Payment due October 26, 2010 will be partial rental prorated to end of 2010 calendar year and should be \$88.12 (67/365 = 18.357% X 50% X \$960.00 = \$88.12). Rental payments will convert to Calendar Year on January 1, 2011 when a full year payment in the amount of \$480.00 will be due.

Agreement needs to be signed by Operator with copy of fully signed Agreement returned to Owner.

In the event that the existing Access Road is widened to accept additional traffic, the additional width shall be treated as being Non-Existing or NEW Road and owner shall be compensated at the rate of \$10 per rod for the first year and \$6.00 per rod per year rentals for each successive year thereafter.

Owner requests notification of any planned upgrading, improvement or construction, including initial blading of the subject road.

Enclosures:

Original Road Access Agreement
Plat (Exhibit "A" attachment)
Copy of Real Estate Trade document between Owner and Ricky Morgan

Company:	Fossil Creek Resources, LLC	John Merkert	November 30, 2009
		Broker/CONTEX ENERGY COMPANY	Date

ROAD ACCESS AGREEMENT

THIS AGREEMENT made and entered into this 28 day of November, 2009, by Michael E. Reystead and Debra S. Reystead, husband and wife, whose address is P.O. Box 96, Haswell, CO 81045-9712, party of the first part, and hereinafter referred to as "Owner", and Fossil Creek Resources, L.L.C., 1521 N. Cooper St. Suite 650, Arlington, Texas 76011, party of the second part, hereinafter referred to as "Operator";

WHEREAS, Owner is the owner or the lessee of the surface estate of the following described lands located in Lincoln County, Colorado:

Township 17 South, Range 52 West, 6th P.M.
Section 30: E/2
Section 32: SW/4

Such lands are hereinafter referred to as the "Contract Acreage";

WHEREAS, OPERATOR desires to conduct oil and gas drilling and producing operations on lands adjacent thereto, described as "Operated Acreage"; and

WHEREAS, operator needs to access the Operated Acreage by a road that crosses the Contract Acreage.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the Parties agree to jointly use the surface of the Contract Acreage as follows.

1. Owner hereby gives, grants, and conveys the right of ingress and egress to Operator, its agents, employees, representatives, contractors, suppliers and assigns, the right to enter upon and use an existing road and such additional adjoining lands as may be reasonably necessary for the purpose of access to Operator's oil and gas drilling and production operations on the Operated Acreage. In Section 30, said road is located on the East line of the Contract Acreage. In Section 32, said road is located in the Northwest corner of SW/4 of the Contract Acreage. Such grant shall be non-exclusive and shall be limited to 25 feet in width from the centerline of said existing road.
2. The road will be maintained by Operator consistent with customary oil field practice and shall be graded, graveled and maintained as an all weather road to avoid severe washouts and erosion.
3. Operator shall not bring alcoholic beverages, firearms or dogs on the Contract Acreage.
4. All ranch gates used by Operator shall be kept shut and locked as may be requested by Owner. Cattle guards shall be equipped, by Operator, with goat proof gates as may be necessary.
5. The term of this Agreement shall be three (3) years from the date first written above ("Primary Term") and for so long as hydrocarbons are produced on the Operated Acreage.
6. Operator agrees to comply with and conform to all the rules and regulations of the State of Colorado and the Colorado Oil and Gas Conservation Commission.
7. Operator shall compensate the Owner for use of the surface, as above described, pursuant to the following:

- A. Roads: For existing road used across the Contract Acreage in connection with Operator's drilling, production operations, Operator agrees to pay six dollars (\$6.00) per rod for right-of-way for the first year and three dollars (\$3.00) per rod per year for each successive year thereafter. For new road (including widening/extending the existing road) used across the Contract Acreage in connection with Operator's drilling, production operations, Operator agrees to pay ten dollars (\$10.00) per rod for right-of-way for the first year and six dollars (\$6.00) per rod per year for each successive year thereafter.
- B. Missed Payment: In the event of default by the Operator in the payment of any sums herein, Owner shall notify Operator in writing, and Operator shall have thirty (30) days after the date of such notification within which to cure such default and make the required payment.
- C. Indemnity: Operator shall indemnify, defend and hold harmless from and against any and all claims, demands, causes of action and cost whatsoever, resulting from death or injury to persons,

damage to or loss of property and environmental contamination or other harm, brought by or in favor of any party arising out of or resulting from Operator's use and occupancy of the Contract Acreage, except to the extent that any of the foregoing is attributable to negligence (whether active or passive, sole, joint, or concurrent) or other fault of Owner, Owner's employees, agents, representatives, tenants, lessee, permittees, licensees, invitees, successors or assigns.

D. Conversion to Calendar Year Payments: Notwithstanding anything herein contained to the contrary, at such time as the first annual payment is made for roads ~~on power lines~~^{on, or}, said payment shall be on the anniversary date and shall be prorated to the end of the current calendar year. On or before January 1st of the following calendar year a full annual payment shall be due and the annual obligation from there forward shall always be on a calendar year basis. All calendar year payments shall be consolidated into a single check with an itemized statement providing the support therefore.

8. Notice by either party hereto shall be promptly given orally, if possible, and immediately mailed to the respective party at the following address:

OWNER: Michael E. Reystead and Debra S. Reystead, husband and wife
P.O. Box 96
Haswell, CO 81045-9712
Home Phone: 719-436-2329
Cell Phone: 303-570-3056 (Michael)

COMPANY: Fossil Creek Resources, L.L.C.
1521 N. Cooper St., Suite 650
Arlington, TX 76011
Attention: Tom Helm
817-701-4974

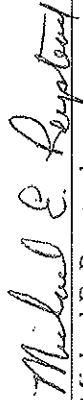
9. Payments due Owner shall be made to Michael E. Reystead and Debra S. Reystead, husband and wife at the above address. Should Owner desire to change the name and address for payments, it shall notify Operator of such change sixty (60) days in advance of any payment due hereunder.

10. This Agreement shall be for the term specified herein and the terms and provisions hereof shall constitute covenants and conditions running with the lands covered hereby and shall inure to the benefit of and be binding upon Owner and Operator and their respective, heirs, executors, administrators, legal representatives, successors and assigns.

11. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, executors, administrators, successors or assigns of the parties hereto. In the event that owner or operator elect to assign their respective rights to a third party, the assigning party agrees to provide the other party with written notice of their assignment no less than thirty (30) days after such assignment is made. Any such notice shall provide the name, mailing address, phone number and contact person for the third party assignee.

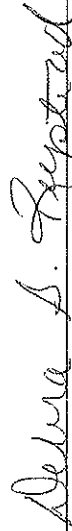
12. In the event of a dispute between Owner and Operator regarding the terms and conditions of this agreement, Owner and Operator agree to submit such dispute to binding arbitration.

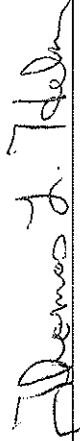
OWNER:


Michael E. Reystead

OPERATOR:

FOSSIL CREEK RESOURCES, L.L.C.


Debra S. Reystead


Thomas L. Helm
Vice-President - Land

Access's Road Map

C.R. 44

C.R. C

Map Legend

— Two track trail
To be constructed

Proposed Route

Fossil Creek Resources LLC.
NE 1/4 Sec 1-18s-53w
D-4 Cattle Ranch Inc. Federal #1
Kiowa Co., Colorado

Data use subject to license.

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www.delorme.com

Scale 1" = 22,400'



1" = 1,866.7 ft

Data Zoom 13-2

Real Estate Trade

Agreement made this 27 day of Oct, 2009, between Michael E. Reystead, Debra S. Reystead and Ricky Morgan.

Whereas Michael E. and Debra S. Reystead agree to trade Ricky Morgan the following:

S ½ of 2-18-50

S ½ of 11-19-50

E ½ of 14-18-50

N ½ of SW ¼ of 14-18-50

All in Kiowa County Colorado

Whereas Ricky Morgan agrees to trade to Michael E. and Debra S. Reystead the following:

- SE ¼ of 19-17-52

- NE ¼ & SW ¼ of 30-17-52

- NW ¼ of 31-17-52

- W ½ & N ½ of NE ¼ of 26-16-53

All in Lincoln County Colorado

Deed:

Michael E. Reystead, Debra S. Reystead and Ricky Morgan shall convey the premises by a good and sufficient warranty deed subject, however, to the following exceptions:

A: Reservation in patents from the United States and State of Colorado.

B: Existing easements and right of way.

C: The burdens and benefits of being located in special districts, if any.

D: Zoning and subdivision regulations.

E: Protective covenants, if any.

F: Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.

G: Previous reservations and conveyances of oil, gas and other mineral interests, and leases of any mineral rights.

H: Rights of surface entry and any other incidental rights used, claimed or asserted under any mineral reservation, lease or conveyance affecting the land herein.

Possession:

Ricky Morgan will have possession of the N ½ of SW ¼ of 14-18-50 upon closing. Morgan will take possession of remaining real estate after 2010 wheat crop has been harvested.

Michael E. and Debra S. Reystead will have possession of Morgan real estate upon closing.

Taxes:

2009 taxes and assessments shall be paid prior to closing by each party.

Closing:

This contract shall be closed on or before 30 days from this date at Kiowa County abstract office at a time convenient to all parties.

Crops:

Michael E. and Debra S. Reystead shall retain full interest in 2010 growing wheat on real estate herein. There will be no crop base acres pertaining to real estate herein conveyed. CRP payments for 2010 will go to Ricky Morgan on the Morgan ground. All CRP payments after 2010 will go to Michael E. and Debra S. Reystead.

Closing Cost:

Parties within shall pay their respective closing cost.

Binding Effect:


All of the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, personal representatives, administrators, successors and assigns of the respective parties. It shall be conclusively presumed between the parties that this Contract was drafted jointly between the two parties, and that this Contract constitutes the complete, exclusive and accurate integration of the agreement of the parties. No amendment hereto shall be valid unless in writing and executed by the parties. This Contract shall not be assignable by either party without permission from each other.


Minerals:

All minerals on Reystead real estate will be conveyed to Morgan. Morgan will convey 1/2 interest of minerals to Reystead.

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


Michael E. Reystead


Ricky Morgan


Debra S. Reystead



ROAD ACCESS ACQUISITION REPORT

OWNER:	Richard F. Mutzebaugh and Susan Mutzebaugh, husband and wife	State:	Colorado
Address:	9965 Wyecliff Drive	County:	Lincoln
City/St:	Highlands Ranch, CO 80126	Area:	NW Haswell
SS#	506-30-7897 Phone: 303-791-4063	Agreement Date:	October 7, 2009
Operator/Lessee:	Fossil Creek Resources, LLC	Eff Date:	October 7, 2009
Depository Bank:	N/A	Primary Term:	Three (3) years
Bank Address:	N/A	Exp Date:	October 7, 2012

(X) Rental Agreement

Land Description:

Non-exclusive Right of Way for use of existing Access Road as shown on the Exhibit A attached to the subject Road Access Agreement to be located on Owner's Property in Township 17 South, Range 52 West, 6th P.M., Section 31: E/2
Road covers approximately 333.33 Rods

Rods:	333.33	Total Bonus:	\$2,000.00	Bonus Per Rod:	\$6.00
Rental Per Rod:	\$3.00	Annual Net Rental:	\$1,000.00	First Rental Due:	*October 7, 2010

Remarks:

*Item #8 D. is a Conversion to Calendar Year Payments Clause. First Rental Payment due October 7, 2010 will be partial rental prorated to end of 2010 calendar year in the amount of \$235.62 (86/365 = 23.562% X 1000.00 = \$235.62). Rental payments will convert to Calendar Year on January 1, 2011 when a full year payment in the amount of \$1,000.00 will be due.

Agreement needs to be signed by Operator with copy of fully signed Agreement returned to Owner.

Enclosures:
Original Road Access Agreement
Plat (Exhibit "A" attachment)
W-9 Tax Form

Company:	Fossil Creek Resources, LLC	John Merkert	October 19, 2009
		Broker/CONTEX ENERGY COMPANY	Date

ROAD ACCESS AGREEMENT

THIS AGREEMENT made and entered into this 7 day of October, 2009, by Richard F. Mutzebaugh and Susan Mutzebaugh, husband and wife, whose address is 9965 Wyecliff Drive, Highlands Ranch, CO 80126, party of the first part, and hereinafter referred to as "Owner", and Fossil Creek Resources, L.L.C., 1521 N. Cooper St. Suite 650, Arlington, Texas 76011, party of the second part, hereinafter referred to as "Operator";

WHEREAS, Owner is the owner or the lessee of the surface estate of the following described lands located in Lincoln County, Colorado:

Township 17 South, Range 52 West, 6th P.M.
Section 31: E/2

Such lands are hereinafter referred to as the "Contract Acreage";

WHEREAS, OPERATOR desires to conduct oil and gas drilling and producing operations on lands adjacent thereto, described as "Operated Acreage"; and

WHEREAS, operator needs to access the Operated Acreage by a road that crosses the Contract Acreage as shown on the attached Access Road Map.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the Parties agree to jointly use the surface of the Contract Acreage as follows.

1. Owner hereby gives, grants, and conveys the right of ingress and egress to Operator, its agents, employees, representatives, contractors, suppliers and assigns, the right to enter upon and use an existing road on the Contract Acreage as may be reasonably necessary for the purpose of access to Operator's oil and gas drilling and production operations on the Operated Acreage. Such grant shall be non-exclusive.
2. The road will be maintained by Operator consistent with customary oil field practice and shall be graded, graveled and maintained as an all weather road to avoid severe washouts and erosion.
3. Operator shall not bring alcoholic beverages, firearms or dogs on the Contract Acreage.
4. All ranch gates used by Operator shall be kept shut and locked as may be requested by Owner. Cattle guards shall be equipped, by Operator, with goat proof gates as may be necessary.
5. The term of this Agreement shall be three (3) years from the date first written above ("Primary Term") and for so long as hydrocarbons are produced on the Operated Acreage.
6. Operator agrees to comply with and conform to all the rules and regulations of the State of Colorado and the Colorado Oil and Gas Conservation Commission.
7. The Grantee agrees that if damage or destruction to the road, as determined by the Grantor acting reasonably, results from the exercise by the Grantee and its servants, agents, employees, contractors and subcontractors of the rights herein granted, the Grantee shall, at the Grantor's request, restore the road to its previous condition.
8. Operator shall compensate the Owner for use of the surface, as above described, pursuant to the following:
 - A. Roads: For existing road used across the Contract Acreage in connection with Operator's drilling, production operations, Operator agrees to pay six dollars (\$6.00) per rod for right-of-way for the first year and three dollars (\$3.00) per rod per year for each successive year thereafter.
 - B. Missed Payment: In the event of default by the Operator in the payment of any sums herein, Owner shall notify Operator in writing, and Operator shall have thirty (30) days after the date of such notification within which to cure such default and make the required payment.
 - C. Indemnity: Operator shall indemnify, defend and hold harmless from and against any and all claims, demands, causes of action and cost whatsoever, resulting from death or injury to persons, damage to or loss of property and environmental contamination or other harm, brought by or in favor of any party arising out of or resulting from Operator's use and occupancy of the Contract Acreage, except to the extent that any of the foregoing is attributable to negligence (whether active or passive, sole, joint, or concurrent) or other fault of Owner, Owner's employees, agents, representatives, tenants, lessee, licensee, invitees, licensees, successors or assigns.

D. Conversion to Calendar Year Payments: Notwithstanding anything herein contained to the contrary, at such time as the first annual payment is made for roads or power lines, said payment shall be on the anniversary date and shall be prorated to the end of the current calendar year. On or before January 1st of the following calendar year a full annual payment shall be due and the annual obligation from there forward shall always be on a calendar year basis. All calendar year payments shall be consolidated into a single check with an itemized statement providing the support therefore.

9. Notice by either party hereto shall be promptly given orally, if possible, and immediately mailed to the respective party at the following address:

OWNER: Richard F. Mutzebaugh and/or Susan Mutzebaugh
9965 Wyeclyff Drive
Highlands Ranch, CO 80126
Phone: 303-791-4063

COMPANY: Fossil Creek Resources, L.L.C.
1521 N. Cooper St., Suite 650
Arlington, TX 76011
Attention: Tom Helm
817-701-4974

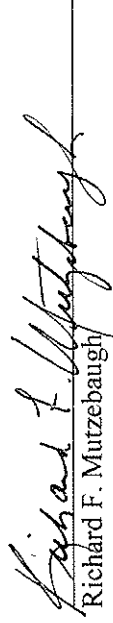
10. Payments due Owner shall be made to Richard F. Mutzebaugh and Susan Mutzebaugh, husband and wife at the above address. Should Owner desire to change the name and address for payments, it shall notify Operator of such change sixty (60) days in advance of any payment due hereunder.

11. This Agreement shall be for the term specified herein and the terms and provisions hereof shall constitute covenants and conditions running with the lands covered hereby and shall inure to the benefit of and be binding upon Owner and Operator and their respective, heirs, executors, administrators, legal representatives, successors and assigns.

12. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, executors, administrators, successors or assigns of the parties hereto. In the event that owner or operator elect to assign their respective rights to a third party, the assigning party agrees to provide the other party with written notice of their assignment no less than thirty (30) days after such assignment is made. Any such notice shall provide the name, mailing address, phone number and contact person for the third party assignee.

13. In the event of a dispute between Owner and Operator regarding the terms and conditions of this agreement, Owner and Operator agree to submit such dispute to binding arbitration.


OWNER:


Richard F. Mutzebaugh


Susan Mutzebaugh

OPERATOR:

FOSSIL CREEK RESOURCES, L.L.C.


Thomas L. Helm
Vice-President - Land

*Wm * 3000 due as of lease expiration.
pertaining to calendar year begins in 2010 to
calendar year beginning in 2011.
Calendar year thereafter.*

Access Road Map

C.R. 44

C.R. C

30
4716

25

4723

Map Legend

- Two track trail
- To be constructed

4568

4599

4701

4706

Proposed Route

4702

36

4543

4519

4673

4687

LINCOLN
KIOWA CO

Fossil Creek Resources LLC.

NE 1/4 Sec 1-18s-53W

D-4 Cattle Ranch Inc. Federal #1

Kiowa Co., Colorado

4519

4548

4599

4687

Data use subject to license.

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Scale 1 : 22,400
1" = 1,866.7 ft
Data Zoom 13-2

Form
W-9

(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Name Richard F. Mutzebaugh and Susan Mutzebaugh, husband and wife	
Business name, if different from above	
Check appropriate box: <input checked="" type="checkbox"/> Individual/ Sole proprietor	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other
Requester's name and address (optional) Fossil Creek Resources, LLC 1521 N. Cooper Street, Suite 650 Arlington, TX 76011	
Address (number, street, and apt. or suite no.) 9965 Wyeclyff Drive	
City, state, and ZIP code Highlands Ranch, CO 80126	
List account number(s) here (optional)	

Print or type
See Specific Instructions on page 2

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).
However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
5	06307897

or

Employer identification number	
+	+

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person	Date
	Richard F. Mutzebaugh	10/7/09

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.
Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Cat. No. 10231X

Form **W-9** (Rev. 1-2003)

ROAD ACESS ACQUISITION REPORT

OWNER: John A. Stavely and Elda E. Stavely, husband and wife

Address: P.O. Box 68

City/St: Haswell, CO 81045

SS#: 524-32-1421 (Elda) Phone: 719-436-2252

Operator/Lessee: Fossil Creek Resources, LLC

Depository Bank: N/A

Bank Address: N/A

State: Colorado

County: Lincoln

Area: NW Haswell

Agreement Date: October 9, 2009

Eff Date: October 9, 2009

Primary Term: Three (3) years and so long thereafter

Exp Date: October 9, 2012

(X) Rental Agreement

Land Description:

Non-exclusive Right of Way for Non-Existent Access Road as shown on Exhibit A attached to the Road Access Agreement to be located on Owner's Property in Township 17 South, Range 52 West, 6th P.M. Section 31: Lots 3, 4, E/2SW/4 (also described as SW/4) Road covers approximately 230.4 Rods

Rods: 230.4

Total Bonus: \$2,304.00

Bonus Per Rod: \$10.00

Rental Per Rod: \$6.00

Annual Net Rental: \$1,382.40

First Rental Due: *October 9, 2010

Remarks:

*Item #8 D. is a Conversion to Calendar Year Payments Clause. First Rental Payment due October 9, 2010 will be partial rental prorated to end of 2010 calendar year and should be \$318.15 (84/365 = 23.014% X 1382.40 = \$318.15). Rental payments will convert to Calendar Year on January 1, 2011 when a full year payment in the amount of \$1,382.40 will be due.

Agreement needs to be signed by Operator with copy of fully signed Agreement returned to Owner.

Enclosures:
Original Road Access Agreement
Plat (Exhibit "A" attachment)

Company: Fossil Creek Resources, LLC

John Merkert

October 19, 2009

Broker/CONTEX ENERGY COMPANY

Date

ROAD ACCESS AGREEMENT

THIS AGREEMENT made and entered into this 1 day of October, 2009, by John A. Stavelly and Elda E. Stavelly, husband and wife, whose address is P.O. Box 68, Haswell, CO 81045, party of the first part, and hereinafter referred to as "Owner", and Fossil Creek Resources, L.L.C., 1521 N. Cooper St. Suite 650, Arlington, Texas 76011, party of the second part, hereinafter referred to as "Operator";

WHEREAS, Owner is the owner or the lessee of the surface estate of the following described lands located in Lincoln County, Colorado:

Township 17 South, Range 52 West, 6th P.M.

Section 31: Lots 3, 4, E/2SW/4 (also described as the SW/4)

Such lands are hereinafter referred to as the "Contract Acreage";

WHEREAS, OPERATOR desires to conduct oil and gas drilling and producing operations on lands adjacent thereto, described as "Operated Acreage"; and

WHEREAS, operator needs to access the Operated Acreage by a road that crosses the Contract Acreage.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the Parties agree to jointly use the surface of the Contract Acreage as follows.

1. Owner hereby gives, grants, and conveys the right of ingress and egress to Operator, its agents, employees, representatives, contractors, suppliers and assigns, the right to enter upon and use an existing road on the Contract Acreage as may be reasonably necessary for the purpose of access to Operator's oil and gas drilling and production operations on the Operated Acreage. Such grant shall be non-exclusive.
2. The road will be maintained by Operator consistent with customary oil field practice and shall be graded, graveled and maintained as an all weather road to avoid severe washouts and erosion.
3. Operator shall not bring alcoholic beverages, firearms or dogs on the Contract Acreage.
4. All ranch gates used by Operator shall be kept shut and locked as may be requested by Owner. Cattle guards shall be equipped, by Operator, with goat proof gates as may be necessary.
5. The term of this Agreement shall be three (3) years from the date first written above ("Primary Term") and for so long as hydrocarbons are produced on the Operated Acreage.
6. Operator agrees to comply with and conform to all the rules and regulations of the State of Colorado and the Colorado Oil and Gas Conservation Commission.
7. The Grantee agrees that if damage or destruction to the road, as determined by the Grantor acting reasonably, results from the exercise by the Grantee and its servants, agents, employees, contractors and subcontractors of the rights herein granted, the Grantee shall, at the Grantor's request, restore the road to its previous condition.

8. Operator shall compensate the Owner for use of the surface, as above described, pursuant to the following:

- A. Roads: For existing road used across the Contract Acreage in connection with Operator's drilling, production operations, Operator agrees to pay six dollars (\$6.00) per rod for right-of-way for the first year and three dollars (\$3.00) per rod per year for each successive year thereafter. For new road used across the Contract Acreage in connection with Operator's drilling, production operations, Operator agrees to pay ten dollars (\$10.00) per rod for right-of-way for the first year and six dollars (\$6.00) per rod per year for each successive year thereafter.
- B. Missed Payment: In the event of default by the Operator in the payment of any sums herein, Owner shall notify Operator in writing, and Operator shall have thirty (30) days after the date of such notification within which to cure such default and make the required payment.
- C. Indemnity: Operator shall indemnify, defend and hold harmless from and against any and all claims, demands, causes of action and cost whatsoever, resulting from death or injury to persons, damage to or loss of property and environmental contamination or other harm, brought by or in

favor of any party arising out of or resulting from Operator's use and occupancy of the Contract Acreage, except to the extent that any of the foregoing is attributable to negligence (whether active or passive, sole, joint, or concurrent) or other fault of Owner, Owner's employees, agents, representatives, tenants, lessee, permittees, licensees, invitees, successors or assigns.

D. Conversion to Calendar Year Payments: Notwithstanding anything herein contained to the contrary, at such time as the first annual payment is made for roads or power lines, said payment shall be on the anniversary date and shall be prorated to the end of the current calendar year. On or before January 1st of the following calendar year a full annual payment shall be due and the annual obligation from there forward shall always be on a calendar year basis. All calendar year payments shall be consolidated into a single check with an itemized statement providing the support therefore.

9. Notice by either party hereto shall be promptly given orally, if possible, and immediately mailed to the respective party at the following address:

OWNER: John A. Stavely and/or Elda E. Stavely
P.O. Box 68
Haswell, CO 81045
Phone: 719-436-2252

COMPANY: Fossil Creek Resources, L.L.C.
1521 N. Cooper St., Suite 650
Arlington, TX 76011
Attention: Tom Helm
817-701-4974

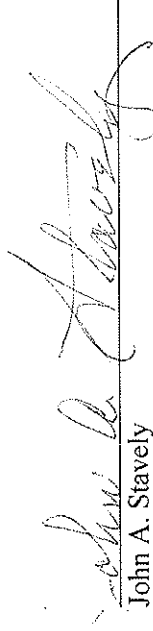
10. Payments due Owner shall be made to John A. Stavely and Elda E. Stavely, husband and wife at the above address. Should Owner desire to change the name and address for payments, it shall notify Operator of such change sixty (60) days in advance of any payment due hereunder.


11. This Agreement shall be for the term specified herein and the terms and provisions hereof shall constitute covenants and conditions running with the lands covered hereby and shall inure to the benefit of and be binding upon Owner and Operator and their respective, heirs, executors, administrators, legal representatives, successors and assigns.

12. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, executors, administrators, successors or assigns of the parties hereto. In the event that owner or operator elect to assign their respective rights to a third party, the assigning party agrees to provide the other party with written notice of their assignment no less than thirty (30) days after such assignment is made. Any such notice shall provide the name, mailing address, phone number and contact person for the third party assignee.

13. In the event of a dispute between Owner and Operator regarding the terms and conditions of this agreement, Owner and Operator agree to submit such dispute to binding arbitration.

OWNER:


John A. Stavely


Elda E. Stavely

OPERATOR:

FOSSIL CREEK RESOURCES, L.L.C.

Thomas L. Helm
Vice-President - Land

Access Road Map

C.R. 44

C.R. C

25

30
4778

4723

Map Legend

— Two track trail
To be constructed

36

Proposed Route

4702

4568

4599

4701

4539

4676

LINCOLN CO
KIOWA CO

Fossil Creek Resources LLC.

NE 1/4 Sec 1-18s-53w

D-4 Cattle Ranch Inc. Federal #1

Kiowa Co., Colorado

4519

4687

4496

4548

4599

Data use subject to license.

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TN

AK

MS

TX

Scale 1:22,400

1" = 1,866.7 ft Data Zoom 13-2

ROAD ACCE Acquisition Report

OWNER:

Marilyn Blond Melcher, individually and as Trustee of the Marilyn Blond Melcher Revocable Trust

Address:

2835 Verona Drive

City/St:

Shawnee Mission, KS 66208

SS#

489-50-2692

Phone:

816-215-0245 c/o Randy Clark

Operator/Lessee:

Fossil Creek Resources, LLC

Depository Bank:

N/A

Bank Address:

N/A

State:

Colorado

County:

Kiowa

Area:

NW Haswell

Agreement Date:

November 12, 2009

Eff Date:

November 12, 2009

Primary Term:

Three (3) years and so long thereafter.....

Exp Date:

November 12, 2012

(X) Rental Agreement

Land Description:

Non-exclusive 30 foot wide Right of Way for use of Access Road as shown on the Exhibit A attached to the subject Road Access Agreement to be located on Owner's Property in Township 18 South, Range 52 West, 6th P.M., Section 06: NW/4NW/4 (ada Lot 4) covers approximately 20.0 Rods

Rods:

Approx 20.0

Total Bonus:

\$250.00

Bonus Per Rod:

Flat

Rental Per Rod:

\$6.00

Annual Net Rental:

\$120.00 on 20 rods

First Rental Due:

November 12, 2010

Remarks:

Agreement needs to be signed by Operator with copy of fully signed Agreement returned to Owner.

Amount of proposed usage was undetermined. For purposes of this agreement, a flat rate of \$250 was paid Owner. Once Access Road is constructed and amount of usage is measured, we may need to send an additional check to Owner calculated based upon \$10 per rod.

This Agreement was obtained as access to D-4 Cattle Ranch Federal #1 well to be located in 18S-53W; Section 1: NENE.

Enclosures:
Original Road Access Agreement
Plat (Exhibit "A" attachment)
Copy of Meramar Company Check #2672 for bonus payment

Company:

Fossil Creek Resources, LLC

Broker/CONTEX ENERGY COMPANY

John Merkert

November 25, 2009

Date

ROAD ACCESS AGREEMENT

THIS AGREEMENT made and entered into this 12th day of Nov., 2009, by Marilyn Blond Melcher, individually and as Trustee of the Marilyn Blond Melcher Revocable Trust, whose address is 2835 Verona Drive, Shawnee Mission, Kansas, 66208, party of the first part, and hereinafter referred to as "Owner", and Fossil Creek Resources, L.L.C., 1521 N. Cooper St. Suite 650, Arlington, Texas 76011, party of the second part, hereinafter referred to as "Operator";

WHEREAS, Owner is the owner or the lessee of the surface estate of the following described lands located in Kiowa County, Colorado:

Township 18 South, Range 52 West, 6th P.M.
Section 6: NW/4NW/4 also described as Lot 4

Such lands are hereinafter referred to as the "Contract Acreage";

WHEREAS, OPERATOR desires to conduct oil and gas drilling and producing operations on lands adjacent thereto, described as "Operated Acreage"; and

WHEREAS, operator needs to access the Operated Acreage by a road that crosses the Contract Acreage.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the Parties agree to jointly use the surface of the Contract Acreage as follows.

1. Owner hereby gives, grants, and conveys the right of ingress and egress to Operator, its agents, employees, representatives, contractors, suppliers and assigns, the right to enter upon, construct and use a road and such additional adjoining lands as may be reasonably necessary for the purpose of access to Operator's oil and gas drilling and production operations on the Operated Acreage. Said road is to be constructed in an area as shown on the Exhibit "A" plat attached hereto. Such grant shall be non-exclusive and shall be limited to 30 feet in width. WPM

2. The road will be maintained by Operator consistent with customary oil field practice and shall be graded, graveled and maintained as an all weather road to avoid severe washouts and erosion.

3. Operator shall not bring alcoholic beverages, firearms or dogs on the Contract Acreage.

4. All ranch gates used by Operator shall be kept shut and locked as may be requested by Owner. Cattle guards shall be equipped, by Operator, with goat proof gates as may be necessary.

5. The term of this Agreement shall be three (3) years from the date first written above ("Primary Term") and for so long as hydrocarbons are produced on the Operated Acreage.

6. Operator agrees to comply with and conform to all the rules and regulations of the State of Colorado and the Colorado Oil and Gas Conservation Commission.

7. The Grantee agrees that if damage or destruction to the road, as determined by the Grantor acting reasonably, results from the exercise by the Grantee and its servants, agents, employees, contractors and subcontractors of the rights herein granted, the Grantee shall, at the Grantor's request, restore the road to its previous condition.

8. Operator shall compensate the Owner for use of the surface, as above described, pursuant to the following:

A. Roads: ~~For existing road used across the Contract Acreage in connection with Operator's drilling, production operations, Operator agrees to pay six dollars (\$6.00) per rod for right-of-way for the first year and three dollars (\$3.00) per rod per year for each successive year thereafter.~~ For new road used across the Contract Acreage in connection with Operator's drilling, production operations, Operator agrees to pay ten dollars (\$10.00) per rod for right-of-way for the first year and six dollars (\$6.00) per rod per year for each successive year thereafter.

B. Missed Payment: In the event of default by the Operator in the payment of any sums herein, Owner shall notify Operator in writing, and Operator shall have thirty (30) days after the date of such notification within which to cure such default and make the required payment.

C. Indemnity: Operator shall indemnify, defend and hold harmless from and against any and all claims, demands, causes of action and cost whatsoever, resulting from death or injury to persons, damage to or loss of property and environmental contamination or other harm, brought by or in favor of any party arising out of or resulting from Operator's use and occupancy of the Contract Acreage, except to the extent that any of the foregoing is attributable to negligence (whether active or passive, sole, joint, or concurrent) or other fault of Owner, Owner's employees, agents, representatives, tenants, lessees, permittees, licensees, invitees, successors or assigns.

D. Conversion to Calendar Year Payments: Notwithstanding anything herein contained to the contrary, at such time as the first annual payment is made for roads or power lines, said payment shall be on the anniversary date and shall be prorated to the end of the current calendar year. On or before January 1st of the following calendar year a full annual payment shall be due and the annual obligation from there forward shall always

WPM

be on a calendar year basis. All calendar year payments shall be consolidated into a single check with an itemized statement providing the support therefore.

9. Notice by either party hereto shall be promptly given orally, if possible, and immediately mailed to the respective party at the following address:

OWNER:

Marilyn Blond Melcher, individually and as Trustee of the Marilyn Blond Melcher Revocable Trust
2835 Verona Drive
Shawnee Mission, Kansas, 66208
Phone: 816-215-0245 (Randy Clark, Representative)

COMPANY:

Fossil Creek Resources, L.L.C.
1521 N. Cooper St., Suite 650
Arlington, TX 76011
Attention: Tom Helm
817-701-4974

10. Payments due Owner shall be made to Marilyn Blond Melcher, individually and as Trustee at the above address. Should Owner desire to change the name and address for payments, it shall notify Operator of such change sixty (60) days in advance of any payment due hereunder.

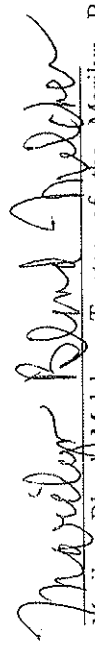
11. This Agreement shall be for the term specified herein and the terms and provisions hereof shall constitute covenants and conditions running with the lands covered hereby and shall inure to the benefit of and be binding upon Owner and Operator and their respective, heirs, executors, administrators, legal representatives, successors and assigns.

12. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, executors, administrators, successors or assigns of the parties hereto. In the event that owner or operator elect to assign their respective rights to a third party, the assigning party agrees to provide the other party with written notice of their assignment no less than thirty (30) days after such assignment is made. Any such notice shall provide the name, mailing address, phone number and contact person for the third party assignee.

13. In the event of a dispute between Owner and Operator regarding the terms and conditions of this agreement, Owner and Operator agree to submit such dispute to binding arbitration.

OWNER:


Marilyn Blond Melcher, individually


Marilyn Blond Melcher, Trustee of the Marilyn Blond Melcher Revocable Trust

OPERATOR:

FOSSIL CREEK RESOURCES, L.L.C.

Thomas L. Helm
Vice-President - Land

Access Road Map

C.R. 44

C.R. C

Map Legend

Two track trail
To be constructed

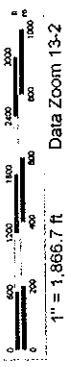
Proposed Route

Fossil Creek Resources LLC.
NE 1/4 Sec 1-18s-53w
D-4 Cattle Ranch Inc. Federal #1
Kiowa Co., Colorado

Data use subject to license.
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www.delorme.com

TM
N
A MM (8.1'E)

Scale 1 : 22,400



THE MERAMAR COMPANY

7466 S. KENDALL BLVD.
LITTLETON, CO 80128

2672

23-315/1020
402

DATE November 5, 2009

PAY
TO THE
ORDER OF

Marilyn Blond Melcher, Trustee

\$ 250.00

Two Hundred Fifty and

no DOLLARS

Security enhanced
document.
Check on back.

NATIONAL ASSOCIATION
COLUMBIANE VALLEY BRANCH

VECTRABANK

6901 S. PIERCE ST.
LITTLETON, CO 80128

REDI-RESPONSE 888-648-7850 (24-HOUR ACCOUNT INFORMATION)

Noisance Fee Road Access

FOR 185-52nd Sec. 6 Kiowa City, CO

John H. Melcher

MP

⑆002672⑆ ⑆⑆02003⑆54⑆⑆4028900563⑆