

Overland Resources LLC
1376 S. Perry Park Rd.
Sedalia, CO 80135
Tel: (303) 800-6175 Fax (303) 385-0690

Surface, Water and Access Use Agreement
Township 4 South, Range 62 West
Section 35
Arapahoe County, Colorado

This Surface, Water and Access Use Agreement is dated September 14, 2011, and is by and between Overland Resources LLC (its affiliates, successors, assigns or designees), as Operator ("Operator") and Last Partners, LLC (its affiliates, successors, assigns, or designees), as Surface Owner ("Surface Owner"), of 4725 South Monaco Street, Suite 205, Denver, Colorado 80202 to settle surface damages and access related to the drilling, completing, producing and operation of oil and gas wells by Operator on the following described lands ("Lands"):

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Surface Owner owns and is in possession of one hundred percent (100%) of the surface rights in the Lands. Operator owns rights in the mineral estate in the Lands through the following lease:

Oil and Gas Lease from Champlin Petroleum Company to Amoco Production Company
Township 4 South, Range 62 West
Section 35
Arapahoe County, Colorado
Dated January 11, 1977, recorded in Book 2538, Page 369, Arapahoe County, Colorado

Operator shall have the full right to explore for and develop the oil and gas resources on the Lands, but shall conduct all operations in a way that accommodates operations of Surface Owner.

Operator and Surface Owner have agreed that the access to Section 35 shall be on and across County Road 161 to the existing Access Road ("Access Road") on the south end of Section 35 going east to the existing tank battery and well access road.

Additional roads will be built as needed to access the drilling locations and will be restored as near as practicable to its original state, when no longer needed.

This obligation shall inure and be binding on Operator its assignees and designees.

*Maintain
all roads from Amoco Champlin lease across section 35 to North*

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designees. Such payment shall cover the drilling, completing, producing and operating of each well drilled on the above referenced lands, including wellsite location, the construction and maintenance of access roads, laying of flowlines and pipelines and the building and location of tank battery sites necessary for a completion of each well as an oil and/or gas producer or any kind of operations it takes for Operator to drill, produce operate and develop in a prudent oil field manner. The payment for each well shall be tendered to Surface Owner by Operator prior to building the drillsite location.

Operator and Surface Owner have agreed that Operator shall have the right, but not the obligation to purchase water from Surface Owner at a location provided by Surface Owner. The amount to be paid for all water necessary to drill each well on Section 35 will be NO WATER. Operator will be instructed by Surface Owner on the procedures for taking the water and those procedures will be strictly enforced. Any violation of the procedures shall be grounds to terminate the water purchase portion of this Surface and Access Use Agreement.

Operator and Surface Owner have agreed that the payments to be made for surface damages, access and water shall be paid in the following manner:

Surface Damages to: LAST PARTNERS

Access to: LAST PARTNERS

Water to: N/A

All operations shall be conducted pursuant to the rules and regulations of the State of Colorado Oil and Gas Conservation Commission and will be subject to the terms and conditions of the oil and gas leases covering the mineral interest in the property, including the following:


- (a) Access roads shall be constructed with minimum width and Operator shall follow its standard practice of installing posts at locations to encourage drivers to remain on the access roads.
- (b) If access is from a public road, Operator shall at surface owner's request, install gates at the point of access and keep such gates locked to restrict access to Operator, Surface Owner and their designated agents.
- (c) In the event the well is plugged and abandoned as a dry hole, the wellsite will be restored as near as practicable to its original state as well as the surface of the access road when no longer needed.
- (d) Operator shall restore the surface to its original contour so that the drill site will irrigate in substantially the same manner as existed prior to Operator's entry on the Lease Lands.
- (e) Pipelines shall be buried to a minimum of forty-eight (48") below the surface.

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Surface Owner shall not delay or prevent, for any reason, Operator from entering upon the lands and conducting operations for access, drilling and the operation and/or producing of oil and/or gas wells as contemplated under this Surface Use Agreement.

Please evidence your understanding and acceptance of the above by returning a fully executed copy of this Surface Use Agreement, by fax, to this office. It is agreed by the parties hereto that a fully executed faxed copy of this Surface Use Agreement shall be deemed the same as a fully executed original agreement.

Overland Resources LLC


By: 
Gregory Pandolfo, Manager

Dated: September 14, 2011

The terms and conditions of this Surface, Water and Access Use Agreement are accepted and agreed to on September ___, 2011.

Last Partners, LLC

By: _____
Thomas H. Bradbury, Jr.


Thomas H. Bradbury, Jr. *Last Partners*

Title: _____

Title: _____