

**EASEMENT, RIGHT-OF-WAY
And
SURFACE USE AGREEMENT**

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of the 28th day of December, 2010, by and between Bledsoe Land Company, L.L.L.P., by Robert E. Bledsoe, General Partner, whose mailing address is P.O. Box 406, Wray, CO 80758 ("Surface Owner" whether one or more) and Omimex Petroleum, Inc., whose office is located at 7950 John T. White Road, Fort Worth, Texas 76120-3608. This agreement covers certain lands situated in Yuma County, Colorado described as follows:

Township 5 North, Range 44 West, 6th P.M.

Section 20: NW/4SW/4 Bledsoe 12-20-5N-44W

For and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency are acknowledged, the undersigned agree to the terms and provisions set forth as follows:

1. Compensation for Well and Release of All Claims

Omimex shall pay the Surface Owner the sum of the negotiated price as set forth between Omimex Petroleum, Inc. and Bledsoe Land Company, L.L.L.C., which shall be a one time payment as full and final settlement, satisfaction and compensation for any and all detriment, depreciation, injury or damage to the Lands or crops growing thereon, including inconvenience, disruption or nuisance to Surface Owner that may occur as a result of Omimex's drilling and completion operation on or associated with the Well. Such payment shall also cover and discharge any obligation of Omimex with respect to the continuing operation, production activities for the Well including, without limitation, construction, use, maintenance, repair, replacement, and monitoring of well, locations, equipment, mud and reserve pits, separators, tank batteries, and any and all other reasonable and customary uses of the Lands related to said operations and activities.

2. Grants of Right-of-Way and Easement

Surface Owner grants, bargains, sells, assigns and conveys to Omimex an easement and right-of-way for the purpose of constructing, using and maintaining access roads, and locations for surface equipment on, over or through the Lands for (well name and number) drilled upon the Lands, for one year from the date of commencement of surface activities for drilling operations and so long thereafter as oil or gas is produced or capable of being produced from any well drilled on the Lands.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Agreement are a covenant running with the Land and shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the undersigned.

The undersigned have executed this Agreement and made it effective as of the day first written above.

Bledsoe Land Company, L.L.L.P.

By: 

Robert E. Bledsoe
General Partner

Omimex Petroleum, Inc.

By: 

Clark P. Storms
Vice President

INDIVIDUAL ACKNOWLEDEMENT

STATE OF COLORADO }
COUNTY OF YUMA }

The foregoing instrument was acknowledged before me this 6th day of January, 2011, by Robert E. Bledsoe as General Partner of the Bledsoe Land Company.

Witness my hand and official seal.



Adrienne Garcia
Notary Public

Expiration: 11/20/2012

CORPORATE ACKNOWLEDEMENT

STATE OF TEXAS }
COUNTY OF TARRANT }

The foregoing instrument was acknowledged before me this 31st day of OCTOBER, 2010 by Clark P. Storms as Vice President of Omimex Petroleum, Inc., a Delaware Corporation, on behalf of said Corporation.

Witness my hand and official seal.



Marie Baldwin
Notary Public

Expiration: 1-9-2013