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October 6, 2010

Winslett Ranch Inc.  
Allan and Jeanne Jones  
P.O. Box A  
Meeker, CO 81641

Re: Agreement Regarding Final Reclamation  
of Well Sites and Associated Facilities

Dear Mr. and Mrs Jones,

In accordance with the regulations of the Colorado Oil and Gas Conservation Commission ("COGCC"), Encana Oil & Gas (USA) Inc. ("Encana") inspected the below Well sites for final reclamation compliance:

- Henderson-Thornburg 1 - API #05-081-05006 - Moffat County, CO
- Lewin-Thornburg 1 - API #05-081-05008 - Moffat County, CO
- Thornburg Unit 19-1 - API #05-081-06172 - Moffat County, CO
- Thornburg Unit 20-1 - API #05-081-06653 - Moffat County, CO
- Federal 18 - API # 05-103-07039 - Rio Blanco County, CO

All Well sites are located on the surface of Winslett Ranch Inc., and the Well sites and their related access roads have not been returned to original ground contours. All but one Well site has either production pits or produced water ponds still in place, which you utilize for watering livestock and wildlife.

COGCC Rule 1001 provides that an operator may enter into an agreement with the surface owner regarding compliance with the 1000-Series Rules as they pertain to reclamation. You have informed Encana that you wish to enter into such an agreement waiving reclamation of the Wells and their related facilities. You have requested the following from Encana:

- Not to close, grade or recontour the existing access roads to the Wells.
- Not to disturb existing production pits and produced water ponds.
- Not to revegetate or reseed the Well sites, related facilities, and access roads.
- To leave existing pipe materials for your personal use.

Encana has removed all anchors, miscellaneous steel, concrete, cable, and trash located at the Well sites.

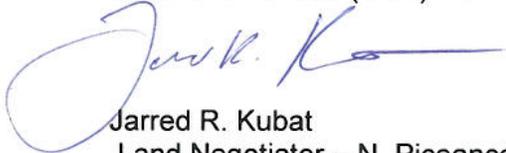
Furthermore, you agree to the following:

- To waive compliance by Encana with the COGCC 1000-Series Rules as they relate to reclamation and revegetation of Well sites, access roads, production facilities, and production and special purpose pits.
- To accept the pipe material located on the Well sites in its as is, where is condition, and that Encana shall have no liability for, and makes no express or implied warranty or representation as to, the condition of any of the pipe material.
- To indemnify, defend, and hold harmless Encana and its directors, officers, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by any of its agents or employees, that relates to the performance of this Agreement; provided that the foregoing indemnity does not apply to Encana's agreement to remove all anchors, miscellaneous steel, concrete, cable, and trash located at the Well sites.
- To sign and deliver any additional documents, instruments, writings, or records to evidence our agreement.

If this letter correctly sets forth our agreement, please sign, date, and return one original copy of this letter via facsimile (720) 876-6625 and U.S. Mail. Feel free to call me on (720) 876-5625 if you have any questions regarding the above.

Very truly yours,

Encana Oil & Gas (USA) Inc.

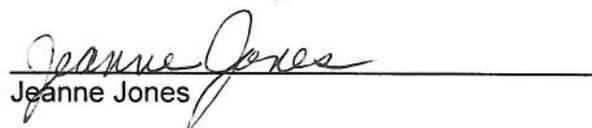


Jarred R. Kubat  
Land Negotiator – N. Piceance

Agreed and accepted:

  
Allan Jones

Date: 11-14-2011

  
Jeanne Jones

Date: Nov. 14, 2010