

**Exhibit B.2**

Attached to and made part of that Exhibit B Assignment of Surface Use Agreement  
Attached to that Letter Agreement dated January 19, 2012 by and between  
Cache Bay Operating Company, LLC, Cliff Land Company, LLC and BWAB-SOVEREIGN ENERGY GROUP LLC

**SURFACE USE AGREEMENT**

This Surface Use Agreement ("Agreement") is made and entered into this 14th  
day of February, 2011, by and between Dona Mae Bromley, appearing  
herein through William V. Bromley, Jr., Attorney-in-Fact, ("Owner" whether one or  
more), and Alfson Energy Land Services, Inc., its successors or assigns, as,  
("Operator"); sometimes referred to each as a "Party" or collectively 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. OWNERSHIP. Owner is the surface owner of certain lands located in  
Weld County, Colorado, as more specifically described as follows  
("Lands"):

TOWNSHIP 4 NORTH, RANGE 68 WEST, 6<sup>th</sup> P.M.  
Section 32: N/2NE/4 (containing 80.00 acres, more or less)

Weld County, Colorado

Operator owns a working or operating interest in a valid oil and gas lease(s) covering all  
or portions of the Lands or lands pooled or included in a spacing unit therewith (each a  
"Lease", collectively, the "Leases").

2. OPERATOR'S OIL AND GAS OPERATIONS ON THE LANDS.  
Operator may drill or cause to be drilled an oil and/or gas well (or wells) on the Lands  
("Well"). In order for Operator to drill, construct, complete, produce, maintain, and  
operate the Well(s), including, but not limited to, access roads ("Access Roads"),  
pipelines, flow lines, separators, tank batteries, and electric lines which are necessary for  
Operator to conduct operations on the Well(s), it is necessary that Operator enter and  
utilize a portion of the surface of the Lands. The Parties enter into this Agreement to  
evidence their entire agreement regarding the payment of surface damages, entry, surface  
use, and other matters relating to Operator's use of the Lands. It is further agreed that no  
facility or field office shall be permitted on the above captioned lands without the prior  
written consent of Owner.

3. LOCATION. The approximate location of each Well and the Access  
Roads to the Well site to be constructed on the Lands are depicted on Exhibit "A". Any  
material changes to such locations may be made by Operator with the consent of Owner,  
which will not be unreasonably withheld, but will not unduly interfere with Owner's  
existing use of the surface estate. Operator agrees not to use any more of the surface of  
the Lands than is reasonably necessary to conduct its operations; provided, however, that  
each Well site will not exceed 2.75 acres, or 350 feet by 350 feet in area, absent written  
consent from the Owner.

4. CONDUCT OF OPERATIONS. Operator's operations on the Lands will  
be conducted pursuant to the terms of the Leases, this Agreement, and the rules and  
regulations of the Colorado Oil & Gas Conservations Commission ("COGCC").

- 5) COMPENSATION. Operator will pay Owner the sum of [REDACTED] per  
well location prior to the commencement of actual drilling operations  
("Amount"). The Amount is hereby acknowledged by Owner as full and  
final consideration for Operator's use of the Lands for the purposes

enumerated in this Agreement and for any and all damages caused or created by reason of the reasonable and customary ingress, egress, rights-of-way drilling, completion, production and maintenance operations associated with the Well (or Wells). Such damages will include, without limitation, damage to growing crops, cropland, the removal, transportation and care of livestock, re-seeding, construction and use of Access Roads and the preparation and use of the Well site area; provided, however, that if the initial drilling completing and equipping of the Well(s), Operator commences subsequent operations thereto, including, but not limited to, re-fracturing operations on the Well(s), and such operations result in additional crop losses on the Lands affected thereby, Operator will reimburse Owner for the actual net value of such crop loss within ninety (90) days of receiving written notice from Owner.

Should the occasion arise which would require the use of a "Tank Battery" on the above captioned lands, the Operator agrees to pay the Owner ██████████ for each tank battery used in connection with a producing well.

6. ADDITIONAL SURFACE USE PROVISIONS, ACCESS ROADS, AND FENCES. With respect to its operations on the Lands, Operator will comply with the following provisions:

A. Access Roads:

- (i) Access Roads will not exceed 20 feet in width.
- (ii) Operator will take reasonable steps to insure that all of its vehicles accessing the Lands on its behalf remain on the Access Roads.
- (iii) Operator agrees to back-slope all Access Roads.
- (iv) Operator will provide Owner with a minimum of 10 days prior written notice before restoring the surface of all Access Roads to be permanently abandoned by Operator. No later than 10 days following receipt of such notice, Owner may elect, in writing, not to have such Access Roads abandoned by Operator. In such event, Operator will have no liability under this Agreement, the Lease, or otherwise, to restore the surface of the Lands utilized as Access Roads. Failure to timely respond will be deemed as Owner's election that Operator proceed with the abandonment of the Access Roads and the restoration of the surface thereof.
- (v) Operator will stockpile and save any topsoil removed while constructing Access Roads for rehabilitation or re-seeding as reasonably directed by Owner.

(vi) Operator will maintain all Access Roads in good repair and condition.

B. Surface Restoration:

Upon permanent cessation of Operator's operations on the Lands, all areas thereof occupied or utilized by Operator will be restored by Operator to their original contour as nearly as is reasonably practicable, and re-seeded if so requested by Owner; provided however, that Operator's intent to abandon any Access Roads will be subject to the provisions of Paragraph 6(A)(iv) herein.

C. Other:

(i) Operator will install culverts on the Lands that may be necessary to maintain present drainage and irrigation otherwise affected by its operations on the lands.

(ii) If by reason of the activities of the Operator, including, but not limited to, drilling, completing, equipping, and operating of the Well, there is unanticipated damage to personal property of the Owner, including, but not limited to, irrigation wells, fences, culverts, bridges, pipelines, ditches, or irrigation systems, Operator will repair or replace such items after consultation with and to the reasonable satisfaction of the Owner. Owner will notify Operator of any items damaged after the Well's construction and Operator will repair or replace such items after consultation with the Owner within 15 days of occurrence.

(iii) Operator agrees that all trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the Lands that are not necessary for continued operations of the Well(s) will be removed and disposed of away from the Lands no later than 30 days after the completion of the Well(s). No such items will be burned or buried on the Lands.

D. NOTICE TO OWNER:

(i) Operator will notify the Owner in writing 30 days before entering the property for its operations. Operator also acknowledges that the Owner has existing fences, ditches and roads that are critical to the surface operations currently on said lands. Operator agrees to conduct its operations without changing or damaging any existing fences, ditches or roads on said property. Operator agrees to repair and/or correct any damages it causes to the existing fences, ditches or roads with sixty (60) days written notice from the Owner. No roads, well sites, pads, or tank battery locations will be constructed without the Owner's prior written approval, which will not be unreasonably withheld.

7. DEFAULT AND RIGHT TO CURE. In the event of alleged default by Operator in the payment of any of the sums hereinabove to be made, in obligations to be performed, or any other terms, conditions or covenants of this Agreement, Owner will notify Operator, by certified mail, return receipt requested, of the alleged default. Operator will have 30 business days from receipt of the written notification in which to dispute or otherwise respond to the notification before Owner may allege default.

8. WAIVER OF 30-DAY NOTICE. Owner hereby waives the minimum 30-day written notice requirement for operations to begin and any other notice or consultation requirements of the COGCC. Without waiving the foregoing, Operator agrees it will provide an initial notice to Owner after it has submitted a request for permit to drill from the COGCC.

9. NOTICE FOR ADDITIONAL OPERATIONS. Operator will comply with COGCC rules and regulations requiring that advance notice be provided to Owner for subsequent operations on the Well(s), including, but not limited to, reworking operations thereto.

10. NOTICES. Notice by either Party will be promptly given, orally if possible (with the exception of the default notice described in Paragraph 7), with subsequent written confirmation sent by United States mail, postage prepaid and addressed to either Party at the address as designated below; or to such other place as either Party may from time to time designate by notice to the other:

OWNER:

Dona Mae Bromley  
18803 Weld County Road 5  
Berthoud, Colorado 80513

Phone: 970.535.4525

Email: [wvbromley@aol.com](mailto:wvbromley@aol.com)

OPERATOR:

Alfson Energy Land Services, Inc.  
7600 E. Orchard Road, Suite 115 S.  
Greenwood Village, CO 80111

303.730.1667

Email: [susan.alfson@alfsonenergy.com](mailto:susan.alfson@alfsonenergy.com)

11. **BINDING EFFECT.** The covenants and conditions herein contained and all of the provision of this Agreement will inure to the benefit of and will be binding upon the Parties hereto, their respective heirs, representatives, successors or assigns. Owner agrees to contact any and all tenants of Lands or any other third parties utilizing the surface of the Lands that may be affected by Operator's activities on the Lands. It will be Owner's sole responsibility to advise such third parties of the existence of this Agreement and Operator's right to utilize the surface of the Lands pursuant to this Agreement for the payment of any consideration, if any, due such third party from Owner.

12. **CONFIDENTIALITY.** The Parties agree to keep the terms and conditions of this Agreement confidential and will not disclose such matters to any third party without the advance written consent of the other, or if ordered to do so in a legal proceeding. While the specific terms hereof are to remain confidential between the Parties, Operator may record a Memorandum of the Agreement for recording in Weld County, Colorado.

13. **ENTIRE AGREEMENT.** This instrument contains the entire agreement between the Parties and may not be modified orally or in any other manner other than by agreement in writing signed by all Parties or their respective successors or assigns.

14. **TERM.** This Agreement will remain in full force and effect for so long as Operator has the right to conduct oil and gas operations on the Lands pursuant to the Leases; provided, however, that the termination of this Agreement will not relieve the Parties from their respective obligations or liabilities arising herein prior to such termination.

15. **COUNTERPARTS.** This Agreement may be executed by facsimile, in counterparts, each of which will be considered an original and enforceable against either Party.

16. **GOVERNING LAW AND VENUE.** This Agreement will be governed by, construed and enforced in accordance with the laws of Colorado.

17. **AGREEMENT TO ARBITRATE ANY DISPUTE OVER THIS AGREEMENT OR OPERATOR'S OPERATIONS ON THE LANDS.** If any dispute arises between Owner and Operator with respect to this Agreement, the Lease, or from Operator's operations on the Lands, such dispute will be resolved through arbitration. Any such arbitration will be conducted by the Judicial Arbitrator Group ("JAG") in Denver, Colorado, by a single arbitrator employed by or associated with JAG. Such arbitrator will have at least 10 years experience in oil and gas, either by work directly in the industry or as a lawyer or a judge familiar with oil and gas issues. Either Party may serve upon the other a demand for such arbitration, which should be served by fax and mail, or by hand delivery. Owner and Operator agree that if either of them initiates a demand for such arbitration, Owner and Operator will confer on the selection of such arbitrator within 10 days after the demand for arbitration is served, and will agree upon the selection of a JAG arbitrator, if possible, within 20 days after the arbitration demand has been served. In the event that Owner and Operator are unable to agree on the selection of such arbitrator within this 20-day time period, then Owner and Operator will each submit to JAG, via fax, the names of three arbitrators (meeting the requisite experience specified above) who are employed by or associated with JAG, whom each would find acceptable to be the arbitrator. Such submission to JAG will be made on the fifth business day after

the 20-day time period referenced above has expired. JAG will thereafter select from the names submitted by Owner and Operator a single arbitrator who will hear and decide the arbitration. The arbitrator will issue an arbitration decision within 30 days after the arbitration hearing is concluded. In the event that JAG no longer exists, the arbitration will be conducted by an American Arbitration Association arbitrator under the rules of the American Arbitration Association then existing. Any decision by the arbitrator relating to the dispute between Owner and Operator will be final and binding upon both Owner and Operator.

18. SUCCESSIONS. This Agreement constitutes a covenant running with the Lands and will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors, administrators, trustees, executors and assigns.

19. AUTHORITY OF SIGNATORIES. The signatories below declare, warrant and represent that they have the authority to enter into this Agreement on behalf of their respective principals, if any.

20. ATTORNEY'S FEES AND COSTS. The Parties agree that the prevailing Party in any action resulting from a substantial breach of this Agreement will be entitled to its reasonable attorney's fees and costs incurred therein.

IN WITNESS WHEREOF, the Parties have set their hands, the day and year first written above.

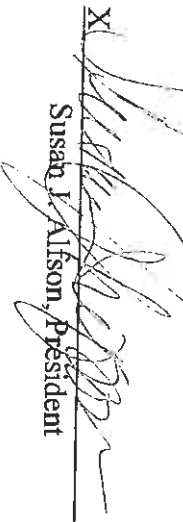
OWNER:

X 

Dona Mae Bromley, by  
William V. Bromley, Jr.,  
Attorney-in-Fact

OPERATOR:

ALFSON ENERGY LAND SERVICES, INC.

X   
Susan J. Alfson, President


ACKNOWLEDGMENTS

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

One this 14th day of February, 2011, before me personally appeared Dona Mae Bromley, appearing herein through William V. Bromley, Jr., Attorney-in-Fact known to me to be the person who executed the within and foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires: 6-2-2011


X   
Notary Public:  
William C. Obourn  
7600 E. Orchard Road, Suite 115 S.  
Greenwood Village, CO 80111

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 14th day of February, 2011, by Susan J. Alfson as President, of said corporation, and on behalf of said corporation.

Witness my hand and official seal.

My commission expires: 6-2-2011

X   
Notary Public:  
William C. Obourn  
7600 E. Orchard Road, Suite 115 S.  
Greenwood Village, CO 80111

# Exhibit C

*Racke Bay Operating Company, LLC &  
Duff Land Company, LLC*

Weld County CO  
T4N-R68W Sec. 32: NE ¼

