

EASEMENT, RIGHT-OF-WAY, SURFACE, FACILITY SITE & USE AGREEMENT

This Easement, Right-Of-Way, Surface, Facility Site & Use Agreement, ("Agreement"), is entered into and effective this 4th day of December, 2012, by and between **Oscar S. Wyatt, Jr.**, whose mailing address is **3355 West Alabama, Suite 500, Houston, TX 77098**, ("Surface Owner"), and **Koch Exploration Company, LLC, 950 17th Street, Suite 1900, Denver, CO 80202**, ("Koch"), covering the following described lands situated in Rio Blanco County, Colorado:

Township 2 North, Range 97 West, 6th P.M.
Section 25: SW1/4SE1/4
Hereinafter referred to as "Said Lands"

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

1. Grant of Right to Use Property:

The consideration paid by Koch to Surface Owner shall be as full consideration for the normal and reasonably foreseeable damages and detriment to the surface, injury or damage of any nature to Said Lands that may occur upon the initial installation of the facility as a result of Koch's drilling, or completion operations or commencement of its operations for the disposal, or transportation of produced water associated with the foregoing, including, but not limited to, surface use, access, pipelines, gathering lines, pipeline interconnections, pumps, tanks, water treatment equipment, and any and all other reasonable uses of land related to the operation and maintenance of the **AHU WYATT #25-43 SWD on said lands**. The **AHU WYATT #25-43 SWD** is to be drilled upon the existing **Ant Hill Unit Wyatt #25-43** drill pad with an expansion of said pad included herein. The drill pad expansion shall not increase the existing pad size by more than one acre. Should Surface Owner's lands adjacent to the **AHU Wyatt # 25-43 SWD** drill site suffer additional damages or detriment as a result of Koch's operations, Koch shall pay Surface Owner for such damages, and conduct all necessary remediation actions to return the surface to the condition prior to the damages.

2. Grant of Right-Of-Way and Easement:

Surface Owner hereby grants, bargains, sells, assigns and conveys to Koch an easement and right of way for the purpose of constructing, using, improving, and maintaining the existing access road(s), location for surface equipment and pipelines for the **AHU WYATT #25-43 SWD** (hereinafter referred to as "**SWD**") to be drilled upon the existing **Ant Hill Unit Wyatt #25-43** drill pad as expanded upon Said Lands, pipelines, and pipeline interconnections for one (1) year from the date of commencement of surface activities for drilling operations on said **SWD** and so long thereafter as Koch, its successors and assigns operate said **SWD**, **all for the sole purpose of constructing, operating and maintaining a produced water disposal facility and not otherwise**. The size of the site shall not exceed the dimensions reflected in the attached drawing marked **Exhibit A** attached hereto for all purposes.

3. Additional Provisions:

- (A) Ways of ingress and egress, tank battery, pump and treater locations and tanker truck unloading areas will be discussed by and between Surface Owner and Koch prior to commencement of operations.
- (B) Restoration of Said Lands will commence as soon as practicable after all activities are completed. Said restoration will be the responsibility of Koch, its successors and assigns. Disturbed portions of Said Lands will be maintained and reclaimed in accordance with appropriate U.S. Bureau of Land Management Standards and to the reasonable satisfaction of Surface Owner.
- (C) Compensation and notice requirements for this agreement shall be itemized in an **Exhibit B** attached hereto and made a part hereof but not recorded herewith for purposes of confidentiality.

4. **Strict Compliance with Regulations:** So long as Koch shall operate the disposal site and facilities in strict compliance with all applicable rules and regulations, Koch is hereby granted the exclusive right to inject produced water into the well bore to be drilled by Koch at such depths as may be permitted by applicable state and federal regulatory agencies or successors thereof. As part of this agreement, Koch understands and agrees that Koch will undertake to secure any required permit to drill and/or operate a salt water disposal facility prior to beginning any construction on Said Lands. Koch shall protect its facilities and pipelines with proper cathodic protection systems and any other corrosion control system dictated by good industry standards and practices for similar operations.

5. **Transfer system:** Koch's surface facilities shall have a closed transfer system so that no produced water quantities are kept in open pits or open tanks nor shall any chemicals be kept in open pits or open tanks. Koch shall install a sufficient sprinkler system for dust suppression if necessary.

6. **Payment:** Koch shall pay the consideration outlined in **Exhibit B**. Koch shall make all rental payments on the 1st day of each month commencing on the 1st day of the second month succeeding the first day of injection of produced water down the well-bore of any produced water, such first payment to include the first barrel injected. For purposes of verification of the rentals due, Koch shall provide Surface Owner with a copy of all regulatory filings, whether state or federal, reporting forms filed with the applicable agency and a notice of the date of first injection not later than 60 days after initial injection. Subsequent monthly injection data will be available on the COGCC website as per COGCC regulations.

Koch shall maintain complete and accurate records of all produced water injected into the well bore. The mailing of the check of Koch or its successors to Surface Owner at the address set forth herein on or before the date the rental is due shall be considered as payment of rental, however, upon written notice from Surface Owner that no check has been received, Koch shall replace the lost check. Up to one time per six month period, Surface Owner shall have the right, upon reasonable advance notice and during normal business hours, to audit Koch's records relating to the injection of produced water into the well on Said Lands and which reflect the integrity of the well, its piping and related equipment.

7. **Term:** Provided that Koch shall not be in default of this Agreement or that Koch shall not be in violation of any and all applicable rules and regulations as set forth by any regulatory agency, not permitted the filing of any liens related to Koch's operations and is not delinquent on any local ad valorem taxes the original or primary Term of this Agreement shall be for ten years from the date of this Agreement. Provided that Koch shall not be in default of this Agreement, Koch shall, at the expiration of the primary term of this Agreement, have an option to extend this Agreement for an additional ten year term.

8. **Extension:** This Agreement shall be automatically extended to its optional term unless Koch shall, on or before the expiration of the original term of this Agreement, give Surface Owner written notice of its intention not to extend the term of this Agreement.

9. **"As Is, Where Is":** Koch has inspected the premises and found it to be free of defects and defective conditions that would interfere with the subject matter of this Agreement and accepts the premises AS IS WHEREIS WITH ALL FAULTS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR CHARACTER, all of which Surface Owner expressly hereby disclaims, as to fitness for a particular purpose, design quality, condition, operation, compliance with specifications, compliance with law, rule or regulation, and absence of defects. Surface Owner does not warrant that at the inception of this Agreement there are no latent defects in the premises, and does not warrant that the status of the lands covered hereby are suitable for any purpose.

10. **Maintenance:** Within one hundred and eighty (180) days from the date of this Agreement, Koch shall build as needed an adequate fence, but not less than 6 foot in height, around its facility based on prudent operator standards, unless federal or state regulations require otherwise. Koch shall maintain the vegetation by regular mowing and shredding to control woody vegetation or noxious plants on the Surface Facility to the standard of a prudent operator. Koch additionally agrees to maintain all structures, buildings, pipelines, tanks and other facilities and equipment in a professional manner including color coordination of such items. Koch shall construct a berm around all disposal equipment and tanks located on the site, as required by Colorado State Regulations in accordance with the 1.5 times tankage rule. Koch shall not use the site for storage yard for its other operations in the area. Koch shall not house any employees on the property as residents. Koch may have an operational facility on the property where employees may sleep from time to time, but no permanent residences may be located on the site.

11. **General Indemnity:** KOCH SHALL AND BY THE EXECUTION HEREOF DOES INDEMNIFY AND AGREE TO HOLD HARMLESS THE SURFACE OWNER, SURFACE OWNER'S FAMILIES, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNEES, FROM ANY AND ALL LOSS AND LIABILITY, CAUSE OF ACTION FOR DAMAGES TO PERSONS OR PROPERTY, DAMAGE, INJURY, LOSS, CLAIMS OR LAWSUITS TO THE EXTENT ARISING FROM KOCH'S NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR OF ITS INVITES, CONTRACTORS, SUBCONTRACTORS ON THE SURFACE OWNERS PROPERTY REGARDLESS OF WHETHER IT ARISES FROM KOCH'S ACTS, OR THE ACTS OF OTHERS, ASSOCIATED WITH KOCH INCLUDING ALL FORESEEABLE AND UNFORESEEABLE, INCIDENTAL AND CONSEQUENTIAL DAMAGES, COSTS, ATTORNEY FEES, EXPENSES INCURRED BY SURFACE OWNER, SURFACE OWNER'S FAMILIES, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNEES. THIS INDEMNITY INCLUDES WHATEVER DAMAGES, IF ANY MAY BE CAUSED, BY INJECTING PRODUCED WATER INTO WATER SANDS, HORIZONS, ZONES, WHICH EXTEND BEYOND SURFACE OWNER'S LANDS, AND BEYOND THE LEASED PREMISES, PROPERTY DAMAGE, PERSONAL INJURY, SURFACE DAMAGES, ENVIRONMENTAL DAMAGES, AND VIOLATION OF ENVIRONMENTAL LAWS, WHETHER OR NOT KOCH MAY BE EXEMPTED FROM SAME.

KOCH SHALL AND BY THE EXECUTION HEREOF DOES INDEMNIFY AND HOLD HARMLESS SURFACE OWNER, SURFACE OWNER'S FAMILIES, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNEES, FROM ALL CLAIMS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AT ALL LEVELS, INCLUDING TRIAL AND APPELLATE) ARISING AS A CONSEQUENCE OF ANY INCIDENT AFTER THE DATE OF THIS AGREEMENT RESULTING IN THE POLLUTION OR CONTAMINATION OF AIR, WATER, LAND AND/OR GROUND WATER REGARDLESS OF THE LOCATION AND PROXIMITY OF SUCH POLLUTION

OR CONTAMINATION TO THE PROPERTY, AND FORM ANY CLAIM OR LIABILITY ARISING THEREFROM UNDER FEDERAL, STATE, OR LOCAL LAWS DEALING WITH POLLUTION OR CONTAMINATION OF AIR, WATER, LAND AND/OR GROUND WATER, TO THE EXTENT ARISING AS A CONSEQUENCE OF KOCH'S ACTIVITIES UNDER THIS AGREEMENT REGARDLESS OF WHETHER IT ARISES FROM KOCH'S ACTS, OR THE ACTS OF OTHERS ASSOCIATED WITH KOCH. AT ANY TIME, BUT NO MORE OFTEN THAN ONCE PER YEAR, DURING THE DURATION OF THE AGREEMENT AND UPON THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, SURFACE OWNER MAY ENGAGE A PRIVATE ENTITY (WHICH, FOR THE AVOIDANCE OF DOUBT, SHALL BE A QUALIFIED ENVIRONMENTAL CONSULTANT AND NOT BE A GOVERNMENTAL AGENCY) TO PERFORM A PHASE I ENVIRONMENTAL INSPECTION OF THE PROPERTY IN ORDER TO DETERMINE IF KOCH HAS CAUSED ANY SUCH POLLUTION OR CONTAMINATION, DEFINED AS AN EXCEEDANCE OF COGCC SOIL AND GROUNDWATER CONCENTRATION LEVELS AND BACKGROUND CONCENTRATIONS. IF SUCH INSPECTION INDICATES THAT KOCH HAS CAUSED ANY SUCH POLLUTION OR CONTAMINATION, KOCH WILL CONDUCT AND BE RESPONSIBLE FOR THE COST OF THE REMEDIATION THAT IS REASONABLY REQUIRED BY APPLICABLE COGCC RULES TO CORRECT THE EFFECTS OF SUCH POLLUTION OR CONTAMINATION AND WILL REIMBURSE SURFACE OWNER FOR PENALTIES AND FINES DIRECTLY ATTRIBUTABLE THERETO. KOCH WILL ALSO PAY THE COST OF SUCH INSPECTION. IF SUCH INSPECTION INDICATES THAT KOCH HAS NOT CAUSED ANY SUCH POLLUTION OR CONTAMINATION, SURFACE OWNER WILL PAY THE COSTS OF SUCH INSPECTION

THIS INDEMNIFICATION EXTENDS TO THE RELEASE OF ANY ENVIRONMENTAL CONTAMINATE (WHICH SHALL MEAN HAZARDOUS SUBSTANCES, HAZARDOUS WASTE, POLLUTANTS, CONTAMINATES, TOXIC OR CONSTITUENT SUBSTANCES OR WASTE, RADIOACTIVE SUBSTANCES, MATERIALS OR SPECIAL WASTES, PETROLEUM OR PETROLEUM PRODUCTS, ASBESTOS CONTAINING MATERIALS OR ANY OTHER SUBSTANCE OR MATERIALS REGULATED BY ANY ENVIRONMENTAL LAW) BY KOCH. IT SHALL ALSO EXTEND TO ANY DESIGNATION OF THE SURFACE OWNER UNDER CERCLA, RCRA OR ANY ANALOGOUS STATE STATUTE AS A POTENTIALLY RESPONSIBLE PARTY FOR ANY ON-SITE OR OFF-SITE RELEASE OF ANY ENVIRONMENTAL CONTAMINANT IN EACH CASE ARISING FROM THE OPERATIONS OF KOCH AND ANY REMOVAL, REMEDIAL, INVESTIGATIVE AND CLEAN UP ACTION ASSOCIATED WITH ANY SUCH RELEASE, OR THE LISTING OF ANY OF THE LEASED PREMISES ON THE NATIONAL PRIORITIES LIST OR CERCLA LIST OR ANY SIMILAR LIST UNDER STATE LAW AS A RESULT OF ANY ON-SITE OR OFF-SITE RELEASE OF ANY ENVIRONMENTAL CONTAMINATE BY KOCH. THIS INDEMNIFICATION ALSO EXTENDS TO ANY FINE OR PENALTY FOR WHICH SURFACE OWNER MAY BECOME LIABLE AS A RESULT OF ANY ENVIRONMENTAL LAWS AMENDED FROM TIME TO TIME BECAUSE OF THE ACTIONS UNDER THIS AGREEMENT BY KOCH.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE ENTITLED TO RECOVER, AND NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES..

THE PROVISIONS PROVIDED HEREIN SHALL NOT TERMINATE AT THE TERMINATION OF THIS AGREEMENT FOR ANY ACTS OR OMISSIONS ARISING PRIOR TO THE TERMINATION OF THIS AGREEMENT.

12. **Insurance:** Koch shall provide a certificate of insurance to Surface Owner in approximately the same format as **Exhibit C**, covering the minimum amounts as follows:

- a. Workers Compensation Insurance and Employer's Liability Insurance complying with applicable state laws with limits of \$1,000,000 each accident, \$1,000,000, policy limit, and \$1,000,000 disease each employee;
- b. Comprehensive General Liability Insurance with limits of liability of not less than \$2,000,000.00 per occurrence and in the aggregate;
- c. Excess Liability Insurance with minimum limits of \$2,000,000.00 for General Liability;
- d. Koch shall cause Surface Owner to be named as additional insured on the General Liability policy to the extent of Koch's negligence with a waiver of subrogation and deliver certificates of insurance and coverage for all policies and renewals of such policies to Surface Owner. Koch shall agree in writing and covenant with Surface Owner to give not less than thirty (30) days written notice prior to cancellation of the insurance coverage to Surface Owner.

13. **Ad Valorem Taxes for Koch's Improvements:** During the Term of this Agreement, Koch shall pay on or before they become delinquent, all ad valorem taxes assessed against the equipment and improvements located on Surface Owner's lands, including any value for any personal property, structures, improvements, or equipment of any kind belonging to Koch or used in their operations. In addition, Koch shall be responsible for any and all taxes resulting from a reclassification of any of Surface Owner's property from being exempt for agricultural purposes and reclassified as commercial property or any other classification other than that existing at the time of this Agreement resulting from Koch's operations conducted thereon.

14. **Lawful Operations:** Koch shall obtain and maintain current all licenses and permits for Koch's operations, and shall comply with all laws, rules, or regulations of any agency or governmental entity having jurisdiction and applicable to Koch's operations. Koch shall permit no nuisance or unlawful condition to exist upon the leased premises. Koch shall not allow any can, trash, old equipment, plastics, or any other debris to be left on the premises, but will continuously keep the leased premises and surrounding areas clean and in an orderly state.

15. **Protection of Surface Owner's Substrata:** Koch shall maintain its facilities, equipment and disposal well is such a state of repair as to prevent the discharge of saltwater, produced water or other hazardous matter or contaminants onto surface Owner's lands or into fresh water strata, horizon or formation underlying any of Surface Owner's lands.

16. **Roads:** Koch will maintain and repair as necessary or as required by COGCC Regulations or any other applicable local, state or federal regulatory agency with jurisdiction over Koch's operations and all roads used by Koch in its operations under this Agreement.

17. **No Hunting:** At no time and under no circumstance shall any officer, agent, representative, employee, or invitee or contractor or subcontractor of Koch or its vendors carry firearms or hunting equipment of any kind or fishing equipment on lands covered by this Agreement nor any lands adjacent thereto belonging to Surface Owner, nor shall any such person do any hunting or fishing whatsoever on the lands covered hereby nor on any lands owned by Surface Owner.

18. **Removal of Equipment:** Notwithstanding any other terms hereof, upon any termination of this Agreement for any reason whatsoever, Koch shall have a period of one hundred eighty, (180) days to remove Koch's facilities, equipment, installations, fixtures and paid for materials from the leased premises and to surrender the leased premises to the Surface Owner, except for the water

well casing as per COGCC regulations. Koch shall also reclaim the surface as provided for in this Agreement.

19. Rights of Third Party Oil & Gas Operators: Koch understands and agrees that this Agreement is made subject to the rights of all oil and gas and mineral owners, and all oil and gas and mineral operators or lessees. Koch further agrees to undertake its operations in a manner that will not unreasonably interfere with the rights of such third parties. Surface Owner makes and delivers this Agreement subject to the existing or future rights of any oil and gas mineral owners or operators under now existing oil and gas leases, or any oil and gas or mineral leases to be made by Surface Owner or the mineral owners in favor of third party oil and gas operators.

20. Termination, Plugging and Restoration: Koch has the right to terminate this Agreement by giving ninety days notice to Surface Owner, ceasing disposal and continuing rental payments until plugging and restoration are completed. Upon termination of this Agreement, Koch shall plug and abandon said well within one hundred eighty (180) days following the date on which this Agreement terminates in strict compliance with the Colorado rules and regulations applicable to disposal wells, and all of the regulations and rules applicable to Koch's operation of a salt water disposal business. Koch also agrees to level and restore the areas surrounding the disposal well and surrounding area to their original condition existing as of the date hereof, including the replacement of topsoil, aerating, disking and reseeding the surface of the land to the same condition existing prior to any of Koch's operations from the standpoint of pasturage and drainage.

21. No Oral Agreements: There are no covenants, representations, warranties, agreements or conditions, express or implied, collateral or otherwise, forming part of, or in any way affecting this Agreement, except as expressly set forth herein, and this Agreement constitutes the entire agreement between Surface Owner and Koch.

22. Attorney's Fees To Prevailing Party: Should either party be required to resort to legal action to enforce any of its rights or the other party's obligations or duties under this Agreement, the prevailing party in any such dispute shall be entitled to reimbursement from the other party for reasonable attorney's fees actually incurred in enforcing such rights.

23. Koch Obligations:

23.1: Koch commits to maintain the property in a good and workmanlike manner and shall use the latest and best generally accepted technology to prevent spills and corrosion of the tanks, pipelines, pumps and other facilities. Koch further commits to paint the tanks and pipes at least once every ten (10) years, or sooner if necessary, to prevent rust and corrosion.

23.2: Koch commits to conduct the design, engineering, construction and operation of all facilities built on or delivered and installed on the Property in a manner consistent with generally accepted industry standards and practices, and to locate all such facilities on the Property facilities in a manner consistent with generally accepted industry standards and practices to protect the adjacent lands from be contaminated or damaged from a catastrophic release or spill from the leased premises.

24. Multiple Counter Parts: This agreement may be executed in multiple counterparts, and together the counter-part documents, when originally signed by the party to be charged, shall be deemed one original as if all parties had signed on the same instrument and together the counterpart documents shall be deemed one original document as if all of the various parties signing counterpart instruments had signed the same instrument. This instrument shall binding upon those signing it irrespective of whether or not any other signatory has signed.

This agreement shall be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

Surface Owner

Oscar S. Wyatt Jr.
By Morgan J. Connor
Oscar S. Wyatt, Jr. R.O.A.

Koch Exploration Company, LLC

Morgan J. Connor
By Morgan J. Connor, its Attorney in Fact

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me this 10th day of Dec, 2012, by Oscar S. Wyatt, Jr.
Witness my hand and official seal

My Commission Expires:

10-31-2015

Brenda J. Rico
Notary Public
Address: 14303 Saras Walk
Cypress, TX 77429



STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of December, 2012, by Morgan J. Connor, Attorney in Fact for Koch Exploration Company, LLC.

Witness my hand and official seal

My Commission Expires:

October 21, 2016

Belinda Jo Ayers
Notary Public
Address: 950 17th Street, Ste 1900
Denver, CO 80202

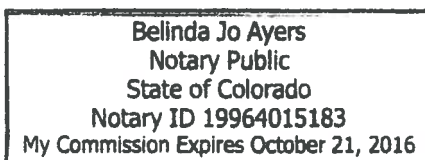


Exhibit A

Attached to and made a part of the Easement, Right-Of-Way and Surface agreement between
Oscar S. Wyatt, Jr., and Koch Exploration Company, LLC dated, December 4, 2012.
Map of Site

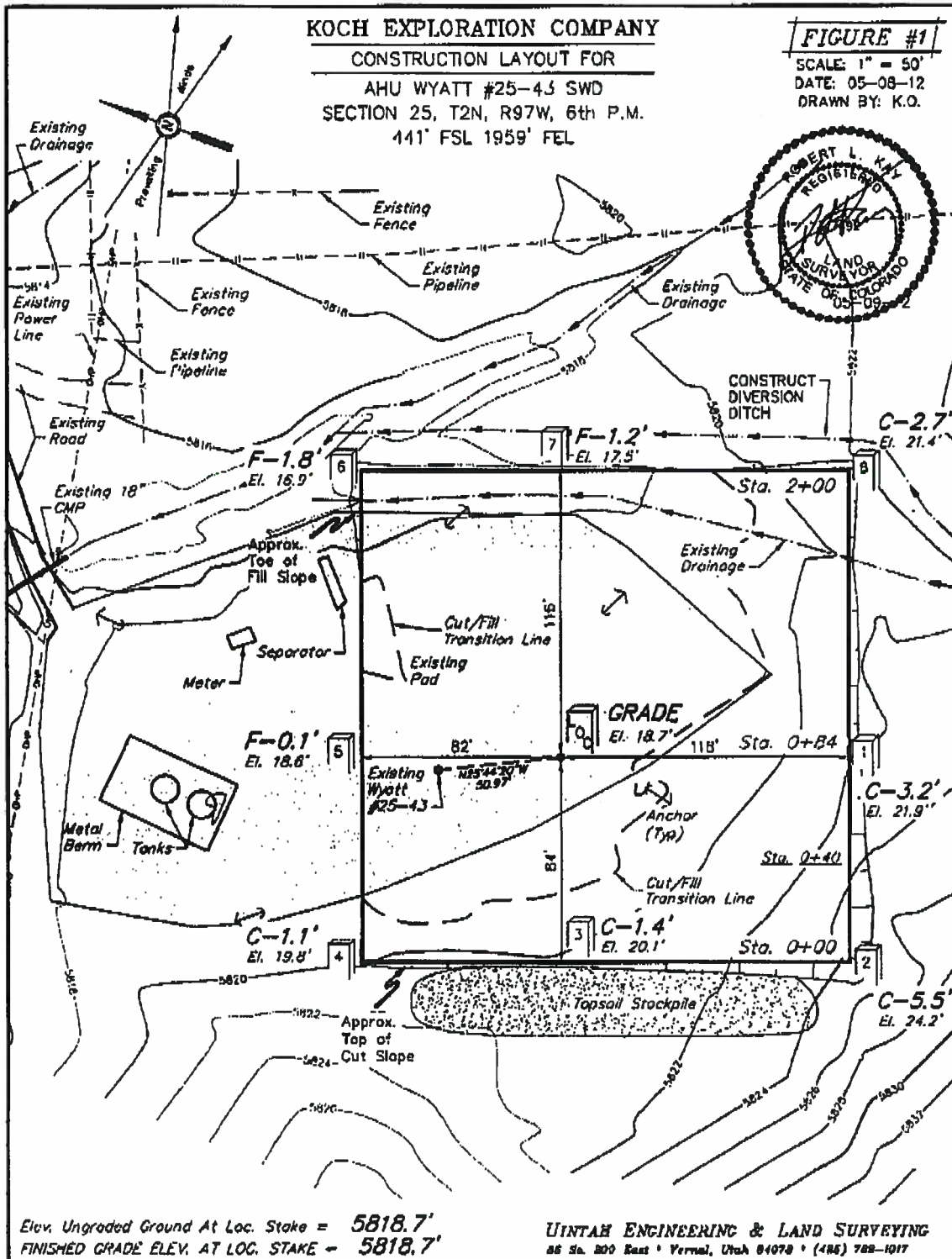


Exhibit B

Attached to and made a part of the Easement, Right-Of-Way and Surface agreement between Oscar S. Wyatt, Jr., and Koch Exploration Company, LLC dated, December 4, 2012.

Compensation for the expansion of the drill pad, tank, pump and treatment sites on the pad, road improvements, maintenance and use shall be \$2,000.00 tendered this date.

Compensation for the water disposed will be commenced after the first month of water disposal and will be \$0.05 per barrel or the sum of \$1,000.00 per month, whichever is greater, to be accounted for by Koch and paid on a monthly basis within 60 days of the end of any month in which water is disposed. If extended for a second ten year term, the compensation shall be increased to \$0.075 per barrel or the sum of \$2,500.00 per month, whichever is greater.

Compensation for Right-Of-Way for any pipelines needed to cross Surface Owner's said lands or adjacent lands to connect with this SWD, shall be \$25.00 per rod for the first five years commencing the date of this agreement. For the second five years of this agreement, the compensation will be \$30.00 per rod. If the option to extend is exercised, the compensation per rod will be \$32.50 for the first five years of that term and \$35.00 per rod for the second five years of that term. Surface Owner will receive 30 days notice prior to construction of any pipelines, along with a survey of the path of the pipelines. Surface Owner will have 15 days after notice to accept or reject the Right-Of-Way for the proposed pipeline. Surface Owner will not unreasonably refuse to accept a proposed pipeline. Three years after the date of this agreement the cost per rod for new pipeline Right-Of-Ways will be renegotiated. Any pipeline constructed under the terms of this Agreement will be buried to a depth of at least 36 inches.

Exhibit C

Sample Insurance Certificate

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/27/2012																								
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																										
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																										
PRODUCER Ledston Companies, LLC 444 W 47th Street, Suite 900 Kansas City, MO 64112-1906	CONTACT NAME: _____ PHONE, Ext.: 816/960-8953 FAX (A/C, Ref): _____ E-MAIL: _____ ADDRESS: _____ INSURER(S) AFFORDING COVERAGE: _____ MAIC # _____ INSURER A: Old Republic Insurance Co INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____																									
INSURED Koch Exploration Company, LLC P.O. Box 2258 Wichita, KS 67201	COVERAGES CERTIFICATE NUMBER: ZSV4VG8P REVISION NUMBER: _____ THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">LINE</th> <th style="width: 35%;">TYPE OF INSURANCE</th> <th style="width: 10%;">POLICY NUMBER</th> <th style="width: 10%;">POLICY EFF. DATE (MM/DD/YYYY)</th> <th style="width: 10%;">POLICY EXP. DATE (MM/DD/YYYY)</th> <th style="width: 30%;">LIMITS</th> </tr> </thead> <tbody> <tr> <td>A</td> <td> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC </td> <td>MAZY 50376</td> <td>12/01/2011</td> <td>12/01/2012</td> <td> EACH OCCURRENCE \$ 7,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 7,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 7,000,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMPROP AGG \$ INCLUDED \$ </td> </tr> <tr> <td>A</td> <td> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ </td> <td>MAVB 21396</td> <td>12/01/2011</td> <td>12/01/2012</td> <td> COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ </td> </tr> <tr> <td>A</td> <td> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If not, describe under DESCRIPTION OF OPERATIONS below </td> <td>MAVC 117182 00</td> <td>12/01/2011</td> <td>12/01/2012</td> <td> <input checked="" type="checkbox"/> W/ STAT. <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$ </td> </tr> </tbody> </table>	LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MAZY 50376	12/01/2011	12/01/2012	EACH OCCURRENCE \$ 7,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 7,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 7,000,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMPROP AGG \$ INCLUDED \$	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	MAVB 21396	12/01/2011	12/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A \$ EACH OCCURRENCE \$ AGGREGATE \$ \$	A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If not, describe under DESCRIPTION OF OPERATIONS below	MAVC 117182 00	12/01/2011	12/01/2012	<input checked="" type="checkbox"/> W/ STAT. <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) This certificate only applies to grant of right-of-way and easement to Township 2 North, Range 97 West, 8th R.M., Section 25, SW 1/4 SE 1/4. Additional insured as per attachment. Waiver of Subrogation applicable to all coverages evidenced above.	
LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS																					
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MAZY 50376	12/01/2011	12/01/2012	EACH OCCURRENCE \$ 7,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 7,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 7,000,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMPROP AGG \$ INCLUDED \$																					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	MAVB 21396	12/01/2011	12/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A \$ EACH OCCURRENCE \$ AGGREGATE \$ \$																					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If not, describe under DESCRIPTION OF OPERATIONS below	MAVC 117182 00	12/01/2011	12/01/2012	<input checked="" type="checkbox"/> W/ STAT. <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$																					
CERTIFICATE HOLDER Oscar S. Wyatt, Jr. 3355 West Alabama, Suite 500 Houston, TX 77058		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:																								

Exhibit C; continued

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER Lodion Companies, LLC		INSURED Koch Exploration Company, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 08/27/2012	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

THE DEFINITION OF "WHO IS AN INSURED" FOR THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICY(S) IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON OR ORGANIZATION NAMED AS CERTIFICATE HOLDER, BUT ONLY TO THE EXTENT OF THE LIMITS OF LIABILITY REQUIRED BY WRITTEN CONTRACT, BUT ALWAYS:

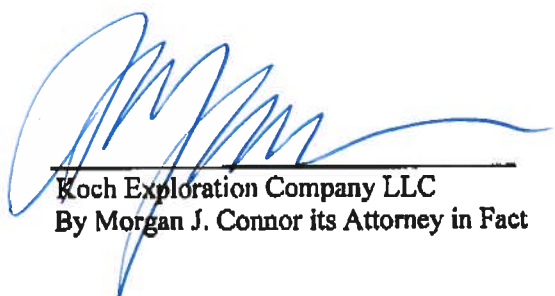
1. SUBJECT TO ANY LIMITATIONS OF LIABILITY SPECIFIED IN THE CONTRACT AND ANY EXCEPTIONS OR EXCLUSIONS CONTAINED IN THE APPLICABLE INSURANCE POLICY(S); AND,
2. ONLY FOR THE DURATION OF THE CONTRACT PERIOD; AND,
3. ONLY FOR LIABILITIES TO THE EXTENT CAUSED BY THE NEGLIGENCE ACTS OR OMISSIONS OF THE INSURED UPON WHOM USUALLY THIS CERTIFICATE IS ISSUED.

ACORD 101 (2008/01)

The ACORD name and logo are registered marks of ACORD

© 2008 ACORD CORPORATION. All rights reserved.
CERTIFICATE NUMBER: 25V4VG6P

Signed for identification purposes:

Oscar S. Wyatt, Jr.

Koch Exploration Company LLC
By Morgan J. Connor its Attorney in Fact

[General Easement Form]

RIGHT-OF-WAY EASEMENT

FOR AND IN CONSIDERATION of the of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to **OSCAR S. WYATT, JR.**, (hereinafter referred to as **GRANTOR**, whether one or more), the receipt and sufficiency of which is hereby acknowledged, whose mailing address is 3355 West Alabama, Suite 500, Houston, TX 77098 and **KOCH EXPLORATION COMPANY, LLC**, whose mailing address is 950 17th Street, Suite 1900, Denver, CO 80202, its successors and assigns, (hereinafter referred to as **GRANTEE**), **GRANTOR** hereby grants, sells, conveys and warrants to **GRANTEE** a non-exclusive permanent easement, twenty (20') feet in width, for the purpose at any time to lay, locate, construct, maintain, inspect, alter, repair, operate, protect, change the size of (but not increase the size of without **GRANTOR**'s prior written consent), replace, mark, remove and/or abandon in place but only if approved in advance by **GRANTOR**, one (1) pipeline and appurtenances, equipment and facilities useful or incidental thereto including, but not limited to, valves, metering and corrosion control equipment, and above-ground appurtenances which shall be limited to pipeline marker signs, isolation and tie-in valves, and test leads only, as may be necessary for the transportation of natural gas, petroleum, petroleum products and derivatives thereof and , produced water, salt water any other liquids, gases, or substances which can be transported through pipelines, upon and along a route to be selected by **GRANTEE** on, over, and through lands owned by **GRANTOR**, or in which **GRANTOR** has an interest, situated in **RIO BLANCO** County, State of **COLORADO** described as follows.

Township 2 North, Range 97 West, 6th P.M.

Section 25: SE/4

Section 36: NE/4

Township 2 North, Range 96 West of the 6th P.M

Section 31: Lots 7 and 9

to which reference is made for further description. In addition to the twenty (20) feet permanent easement area as defined above, **GRANTOR** grants to **GRANTEE** a temporary easement ten (10) feet in width on the spoil side and ten (10) feet on the working side adjacent to the permanent easement, for the purpose of enabling **GRANTEE** to initially construct the pipeline. After the post-construction cleanup following the initial pipeline construction, the permanent easement area shall be limited to a strip twenty (20) feet wide as referenced above. The permanent easement, located on the above described lands is generally described on Exhibit "A" attached hereto and made a part hereof. Exhibit "A" attached hereto is not intended to show the final location of the easement or pipeline as actually constructed; the actual location of the easement will extend twenty (20) feet on each side of the centerline of the pipeline as actually laid.

GRANTOR further grants and conveys unto **GRANTEE** the right of unimpaired ingress and egress by the shortest and most direct route on, over, across and through the above-described lands including other lands owned, lease or claimed by **GRANTOR** which are adjacent thereto or

contiguous therewith for all purposes necessary or incidental to the exercise of the rights herein granted, with further right of entry to maintain the easement herein granted clear of trees, undergrowth, bush, structures, and any other items, to the extent GRANTEE deems necessary in the exercise of the rights granted herein. GRANTEE shall repair any ruts, holes or surface damages caused by keeping said easement clear of trees, undergrowth, brush, structures, or any other obstructions, GRANTEE agrees to compensate GRANTOR for extraordinary loss or damages caused by GRANTEE, its agents or employees to persons, property or livestock, including that of its surface lessee, if any.

GRANTEE shall have the right to select, change, and/or alter the route prior to or during construction with the consent of the GRANTOR which will not be unreasonably withheld or delayed, however if GRANTEE increases the length of the easement, GRANTEE shall pay GRANTOR as additional consideration an amount per rod as paid in the initial consideration times the added rods.

GRANTOR shall have the right to use and enjoy the above-described premises; provided however, GRANTOR shall not exercise such use and enjoyment in a manner that will unreasonably impair or interfere with the exercise by GRANTEE of any of the rights herein granted. GRANTOR agrees not to materially change the grade over the pipeline constructed hereunder and shall not build, create, construct, or permit to be built, created, or constructed, any obstruction, building, lake, engineering works, or any other type of structure over or on said easement.

All equipment or appurtenances to the pipeline, which shall be on or above the surface of the ground, shall be installed in a manner to protect the GRANTOR'S livestock when necessary. GRANTEE agrees that during construction of said pipeline, livestock crossings will be provided where necessary or requested by GRANTOR. Further, all fences that must be severed or removed for installation and maintenance will be reinforced with double "H" bracing on each side prior to severing adjacent to where the cut is made to prevent damage to the fence line. Temporary gates to preclude the escape of GRANTOR'S livestock shall be installed until the fence is restored. All fences that are cut or removed shall be restored in as good a condition as existed prior to installation of the pipeline.

GRANTEE agrees at the time of construction to bury said pipeline with a minimum of thirty-six inches (36") cover from the top of the pipeline to the surface, and in accordance with applicable Federal and State regulations. Following installation of the pipeline, GRANTEE agrees to restore the ground as nearly as is practicable, to its condition prior to the installation of the pipeline and in accordance with Federal regulations and GRANTEE shall reseed the right-of-way with certified weed free seed only. GRANTEE shall inspect the pipeline right-of-way at three (3) months and six (6) months after completion of the pipeline and if any subsidence has occurred GRANTEE shall immediately take steps to fill in the depression with comparable surface soil in the area and take any other reasonable necessary steps to avoid erosion from the construction of the pipeline.

GRANTEE shall, at its sole expense, keep the lands subject to the easement granted herein free and clear of all liens and encumbrances resulting from GRANTEE'S and its agent's activities on the said lands and shall indemnify and hold harmless GRANTOR from and against any and all liens, claims, demands, costs, and expenses, including, without limitation, attorneys' fees and court costs, in connection with or arising out of any work done, labor performed, or materials furnished with respect to or by GRANTEE and/or GRANTEE'S agent.

General Indemnity: GRANTEE shall and by the execution hereof does indemnify and agree to hold harmless GRANTOR, GRANTOR's families, employees, agents, successors, heirs, and assignees, from any and all loss and liability, cause of action for damages to persons or property, damage, injury, loss, claims or lawsuits to the extent arising from GRANTEE's negligence, gross negligence or willful misconduct, or of its invites, contractors, subcontractors on the surface owners property regardless of whether it arises from GRANTEE's acts, or the acts of others, associated with GRANTEE including all foreseeable and unforeseeable, incidental and consequential damages, costs, attorney fees, expenses incurred by surface owner, surface owner's families, employees, agents, successors, heirs, and assignees.

GRANTEE shall and by the execution hereof does indemnify and hold harmless GRANTOR, GRANTOR's families, employees, agents, successors, heirs, and assignees, from all claims, costs and expenses (including attorneys' fees at all levels, including trial and appellate) arising as a consequence of any incident after the date of this agreement resulting in the pollution or contamination of air, water, land and/or ground water regardless of the location and proximity of such pollution or contamination to the property, and from any claim or liability arising therefrom under federal, state, or local laws dealing with pollution or contamination of air, water, land and/or ground water, to the extent arising as a consequence of GRANTEE's activities under this agreement regardless of whether it arises from GRANTEE's acts, or the acts of others associated with GRANTEE.

Notwithstanding anything to the contrary, neither party shall be entitled to recover, and neither party shall be liable for consequential, special or punitive damages..

The provisions provided herein shall not terminate at the termination of this agreement for any acts or omissions arising prior to the termination of this agreement.

GRANTEE shall prohibit its employees, agents, contractors and their employees from bringing firearms or other equipment used in the hunting of wildlife or fishing equipment or any other form of hunting equipment upon Surface Owner's property and GRANTEE by execution hereof, acknowledge that no hunting and fishing rights are granted herein.

GRANTEE shall be responsible for any and all taxes associated with the placement of any equipment or materials upon Surface Owner's property and for all property taxes associated with such equipment or materials.

This agreement shall be binding upon and inure to the benefit of the parties to this agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns. This agreement is expressly subject to the terms and provisions as provided in that certain Easement, Right-of-Way, Surface, Facility Site & Use Agreement dated effective the 4th day of December, 2012, between GRANTOR and GRANTEE.

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement and duly executed by the parties hereto.

GRANTEE shall, at its sole costs, remove any hazardous waste or materials placed or allowed to be placed by the GRANTEE upon Surface Owner's property promptly.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, so long as the right and easement herein granted, or any one of them shall be used by, or useful to GRANTEE for the

purposes herein granted and the provisions of the agreement are to be considered a covenant that runs with the land herein described and GRANTOR hereby binds themselves, their heirs, executors and administrators, and their successors and assigns to warrant and forever defend this right of way and easement unto the GRANTEE, its successors and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof. The easement and rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, however, rights of ingress and egress may not be assigned alone without rights and obligations related to the operation and maintenance of the pipeline. It is agreed that any payment due hereunder may be made direct to said GRANTOR or any one of them (if more than one).

Notwithstanding anything else herein to the contrary, in the event the pipeline constructed pursuant to this Right-Of-Way Easement is not used by GRANTEE for the purposes permitted herein for a continuous period of two years, GRANTEE shall notify GRANTOR and GRANTEE shall have 180 days to remove, or abandon in place if approved in advance by the GRANTOR, the pipeline and appurtenant facilities and to restore the surface to the condition that existed prior to construction as much as reasonably possible, including the repair of any road and/or fence damages occurring as a result of the removal and restoration activities.

EXECUTED as of this day ____ of _____ 20__.

GRANTOR

Oscar S. Wyatt, Jr. by M. Truman Arnold, POA

GRANTEE
KOCH EXPLORATION COMPANY, LLC

Name: Morgan J. Connor
Title: Attorney-in-Fact

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this ____ day of _____,
20____, by Oscar S. Wyatt, Jr., by M. Truman Arnold, POA.

MY COMMISSION EXPIRES

Date: _____

**Notary Public in and for said State
and County**
Residing at: _____

STATE OF COLORADO

COUNTY OF DENVER

This instrument was acknowledged before me on this ____ day of _____,
20__, by Morgan J. Connor, as Attorney-in-Fact for Koch Exploration Company, LLC.

MY COMMISSION EXPIRES

**Notary Public in and for said
State and County**
Residing at: _____

STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, Oscar S. Wyatt, Jr., appoint M. Truman Arnold, 3355 West Alabama, Suite 500, Houston, Texas 77098 as my agent (attorney-in-fact) to act for me in any lawful way with respect to all of the following powers except for a power that I have crossed out below.

TO WITHHOLD A POWER, YOU MUST CROSS OUT EACH POWER WITHHELD.

Real property transactions;

Tangible personal property transactions;

Stock and bond transactions;

Commodity and option transactions;

Banking and other financial institution transactions;

Business operating transactions;

Insurance and annuity transactions;

Estate, trust, and other beneficiary transactions;

Claims and litigation;

Personal and family maintenance;

Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;

Retirement plan transactions;

Tax matters.

IF NO POWER LISTED ABOVE IS CROSSED OUT, THIS DOCUMENT SHALL BE CONSTRUED AND INTERPRETED AS A GENERAL POWER OF

ATTORNEY AND MY AGENT (ATTORNEY IN FACT) SHALL HAVE THE POWER AND AUTHORITY TO PERFORM OR UNDERTAKE ANY ACTION I COULD PERFORM OR UNDERTAKE IF I WERE PERSONALLY PRESENT.

SPECIAL INSTRUCTIONS:

Special instructions applicable to gifts (initial in front of the following sentence to have it apply):

I grant my agent (attorney in fact) the power to apply my property to make gifts, except that the amount of a gift to an individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift.

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

None

UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN:

(A) This power of attorney is not affected by my subsequent disability or incapacity.

(B) This power of attorney becomes effective upon my disability or incapacity.

YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE ON THE DATE IT IS EXECUTED.

IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).

If Alternative (B) is chosen and a definition of my disability or incapacity is not contained in this power of attorney, I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of my disability or incapacity.

I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

If any agent named by me dies, becomes legally disabled, resigns, or refuses to act, I name the following (each to act alone and successively, in the order named) as successor(s) to that agent: None

Signed this 31st day of December, 2007

Oscar S. Wyatt Jr.
Oscar S. Wyatt, Jr.

STATE OF TEXAS §

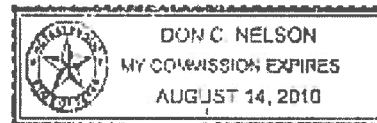
County of Harris §

This document was acknowledged before me on December 31, 2007

by Oscar S. Wyatt, Jr..

Don C. Nelson
Notary for the State of Texas

Don C. Nelson
(printed name)



My commission expires: AUGUST 14, 2010

THE ATTORNEY IN FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.