

LIFEBRIDGE SURFACE USE AGREEMENT

This Agreement is made and entered into between LIFEBRIDGE CHRISTIAN CHURCH, a Colorado Non-Profit Corporation, with offices at 10345 Ute Highway, Longmont, Colorado 80504 and each of its successors, herein referred to as "Owner", and **SYNERGY RESOURCES CORPORATION**, whose address is 20203 Highway 60, Platteville, CO, 80651 and its successors, herein referred to as "Operator", hereby agree to this LifeBridge Surface Use Agreement as follows

WITNESSETH:

WHEREAS, Owner owns property (hereinafter referred to as the "Subject Lands") located in the North ½ of Section 5, Township 2 North, Range 69 West, of the 6th P.M., (hereinafter referred to as "North ½ of said Section 5") Weld County, Colorado.

WHEREAS, Owner utilizes the Subject Lands for agricultural purposes and anticipates use for religious, residential, commercial and other uses permitted by current or future zoning ordinances and/or regulations applicable to the Subject Lands; and

WHEREAS, Owner's overall objective is to preserve the Subject Lands, vistas and maintain the Subject Lands for the purposes and uses enumerated above; and

WHEREAS, Owner wishes to insure, through testing and other measures, that water sources, water quality, and the Subject Lands are protected and not adversely impacted by Operator's exploration and production activities; and

WHEREAS, Owner and Operator have separately entered into a Farmout Agreement (the "Farmout Agreement") of Owner's interests in oil, gas and mineral leases (collectively the "leases" or individually, a "lease") as described on Exhibit A covering the North ½ of said Section 5, which includes the Subject Lands; and

WHEREAS, Owner and Operator desire to enter into an agreement to provide for the expeditious development of the oil and gas resources included in the leases in accordance with the Farmout Agreement; and

WHEREAS, the parties intend by this Agreement to define and assign responsibilities with regard to the activities discussed herein associated with the exploration, capture, production, storage and transportation of oil and/or gas on and across the Subject Lands; and

WHEREAS, Owner and Operator desire to enter into an agreement which will govern Operator's use of the the North ½ of said Section 5 for the purpose of Operator's exploration for and development of oil and/or gas that may be discovered pursuant to the leases in a fashion which will preserve the current and future use of the North ½ of said Section 5 while allowing for the reasonable production of oil and/or gas.

NOW, THEREFORE, In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1- OPERATOR'S RIGHTS

1.1 Oil and Gas Operations Locations. Owner shall set aside and provide to Operator two locations on the Subject Lands and certain oil and gas easements (the "oil and gas easements"), hereinafter referred to as the "Oil and Gas Operations Area" ("Operations Area"), the "Horizontal Well Area" ("Horizontal Well Area") and the "Oil and Gas Easements", which are generally depicted on Exhibit B, and more particularly described on Exhibit B-1, as the "Oil and Gas Operations Area" the "Horizontal Well Area" and the "Oil and Gas Easements". The Oil and Gas Operations Area, the Horizontal Well Area are to be made available to Operator in their present condition for the nonexclusive use of Operator for any operations conducted by Operator in connection with its activities under the Farmout Agreement. Other oil and gas operators with oil and gas lease or other rights provided by the surface owner to drill or operate on the Subject Lands may occupy the Oil and Gas Operations Area and/or the Horizontal Well Area provided that they do not unreasonably interfere with Farmee's use under the Farmout Agreement. Owner, its successors and assigns shall have the right to install surface features and improvements, including landscaping, trails, surface drainage facilities, and utilities (underground or overhead), including but not limited to, gas, electric, water, sanitary sewer, storm sewer, telephone, and cable in, on, over or under the Oil and Gas Operations Area and the Horizontal Well Area and within the oil and gas easements associated with Operator's activities and facilities, provided that such installations do not unreasonable interfere with Operator's activities. All vertical wells (as defined in the Farmout Agreement) and all machinery, equipment and facilities related to or used in connection with them, other than flow lines and utilities, shall be located within the Oil and Gas Operations Area. The Oil and Gas Operations Area shall be graded so that it is flat, other than needed grade for drainage, and at a level no higher than the crown of Union Boulevard (Weld County Road 3 ½) adjacent to the site. All horizontal wells and all machinery, equipment and facilities related to or used in connection with them, other than flow lines and utilities, the horizontal wells shall be located on the Horizontal Well Area. The Horizontal Well Area shall be graded so that it is flat, other than the grade needed for drainage, and at a level no higher than the pre-grading elevation. All flow lines, utilities, access roads and other facilities related to the Farmee's activities under the Farmout Agreement shall be located within the Oil and Gas Easements. Absent written agreement to the contrary, the tanks and flow lines located on the Subject Lands shall only service those wellheads located on the North ½ of said Section 5. Except for the Oil and Gas Operations Area the Horizontal Well Area and the Oil and Gas Easements, Operator shall not use or occupy any other part of the Subject Lands or the North ½ of said Section 5 except in the event of an emergency, and Operator hereby waives any right it might otherwise have under the leases to use other parts of the Subject Lands and/or the North ½ of said Section 5 for any purpose, and releases all other parts of the Subject Lands and other properties in the North ½ of said Section 5 from any right to use otherwise granted in the leases. The Oil and Gas Operations Area and the Horizontal Well Area shall be bermed, landscaped in accordance with a plan approved by Owner and fenced with a solid fence approved by Owner and acceptable to the Town of Firestone to shield view of those areas as much as is reasonably possible from adjacent property, including all of the N ½ of said Section 5.

1.2 Wells. The rights granted to Operator hereunder shall cover operations related to the drilling for and producing of oil and gas from wells pursuant to the rights granted to Operator in the Farmout Agreement.

1.3 Termination of Rights. This Surface Use Agreement and Operator's rights and obligations hereunder will terminate upon the last to occur of: (a) termination of all of Operator's rights under the leases; (b) complete reclamation and restoration of the surface according to the standards prescribed herein and by the state or federal rules, regulations and statutes, and approval of such reclamation by state and/or federal authorities which have jurisdiction over such reclamation; or (c) termination of the Farmout Agreement even dated herewith except as to the wells and facilities related thereto which are in existence and/or in process upon such termination, if any. If the Farmout Agreement is terminated after the Operator/Farmee has earned rights in some, but not all, of the wells which may be drilled in the North ½ of said Section 5, the Operator shall continue to have the right to use the Operations Area, the Horizontal Well Area and the Oil and Gas Easements for its on-going operations, but the Owner or its assignee shall also be entitled to use those areas for its operations. Do we need cooperation language re other operators?

1.4 Rights reserved by Owner. The Owner, for its successors and assigns, reserves the right to enter upon the Oil and Gas Operations Area for purposes of inspection, conducting operations in the event of termination of the Farmout Agreement and for exercise of any other of Owner's rights, including the construction, installation, repair, maintenance and removal of utilities, provided, however, that Owner shall not unreasonably interfere with Operator's exercise of its rights and responsibilities as provided herein.

SECTION 2 - OPERATIONS ON THE SUBJECT LANDS

2.1 Notification, Consultation and Approval. Operator shall notify and consult with Owner before construction or installation of any facilities contemplated under this Agreement. This notice shall be in writing and made a minimum of seven (7) days prior to scheduled work commencing.

2.2 Construction of Flow Lines.

a. The flow lines referred to in this paragraph are not to exceed 3 inches in diameter and shall be located in the Oil and Gas Easements. Except as otherwise agreed to by Owner, in writing, all such flow lines installed by or for Operator shall be used only for oil or gas produced from wells included in or related to the Farmout Agreement.

b. Operator shall be responsible for segregating the topsoil, backfilling, repacking, reseeding and recontouring the surface of any disturbed areas so as not to interfere with Owner's use of its property, shall reclaim all areas disturbed by its operations and activities to their pre-existing conditions. Operator shall control of all weeds, including noxious weeds, in accordance with local, state and federal ordinances, rules, regulations and statutes. Operator shall provide Owner with a map or as-built drawing showing the surface location of all flow lines, transmission lines, and power lines after their installation. All flow lines located by Operator on the Subject Lands shall be buried to a depth of at least four (4) feet below the surface. Operator shall install metal locator strips above all lines installed.

c. Subject to certain conditions as described herein, if Operator fails to use any flowline for a period in excess of two consecutive years, the flowline shall be deemed

abandoned and Operator shall take the actions necessary to clean up, mitigate the effects of use, including purging any remaining oil or gas from the flow line and render the flow line environmentally safe and fit for abandonment in place. The pipeline easement granted herein which has been deemed so abandoned shall thereon terminate and revert to Owner, and Operator shall execute and file the necessary releases to remove said easement from the county records.

d. Owner hereby gives notice to Operator that there may be domestic waterlines and other utility lines in, on or under the North ½ of said Section 5, and that it shall be Operator's duty to avoid injury or damage to them.

2.3 Power Lines.

a. Except as otherwise provided, or as otherwise agreed to by Owner, in writing, all power transmission lines built by Operator shall be in conduit and buried at least four feet below the surface so as to cause the least possible interference with Owner's existing or future uses. Existing power lines need not be relocated.

b. To the maximum extent possible, Operator shall use power from any existing power lines that currently cross the Subject Lands.

c. At such time as Operator desires to abandon any buried power line located on the Subject Lands, it shall notify Owner of such desire, and Owner shall have sixty days within which to make a written election to take over such power line for Owner's own use. If Owner elects to take over a power line, Owner shall assume all liability, costs and reclamation obligations associated therewith, and Operator shall have no further liability, nor responsibility for costs or reclamation for the power line, or that portion thereof, which Owner elects to take over. Owner shall promptly file all necessary notices or applications. If Owner does not elect to take over a power line, Operator shall continue to assume all liability, costs and reclamation obligations associated therewith, and Owner shall have no liability, nor responsibility for costs or reclamation for the power line. In the event Owner does not elect to take over a power line, Operator shall de-energize and remove said power lines within sixty days after notice of Owners' decision not to take over such lines.

2.4 Maintenance and Appearance. Operator shall: keep the Oil and Gas Operations Area, the Horizontal Well Area and the Oil and Gas Easements safe and in good order; control all weeds, including noxious weeds, litter and debris; and comply with all local, state and federal ordinances, rules, regulations and statutes. Operator shall conduct periodic trash pickup as deemed necessary. Operator shall comply with state and federal rules and regulations governing the presence of any petroleum products, toxic or hazardous chemicals or wastes on the Subject Lands. All buildings, equipment and facilities placed in the oil and gas operations area shall be painted in tones approved by Owner and repainted and/or repaired, as needed, to maintain a clean and first class condition and appearance.

2.5 Operator's Facilities.

a. All of Operator's facilities shall be located within the Oil and Gas Operations Area, the Horizontal Well Area or the Oil and Gas Easements. In addition to

complying with the provisions of Paragraph 1.1, the Operator agrees to use low profile tanks and equipment and use its best efforts to minimize the visual impact of its operations on the surrounding properties. Operator shall provide Owner an "As-built" survey showing and identifying all well(s) and equipment and pipelines placed on the North ½ of said Section 5 as part of its operations under the Farmout Agreement. The "as-built" survey shall be prepared, updated and delivered to Owner after each well and the installation of facilities related to such well, are completed, and after each installation of a utility and/or flow line within the Oil and Gas Easements.

b. All of Operator's facilities, including wellheads, separators, tanks and other above ground facilities, shall be painted a color selected and/or approved by Owner and maintained in accordance with the provisions of paragraph 2.4. Operator shall keep the equipment in good condition and well-painted, and free of weeds and debris at all times.

c. Operator shall berm, landscape and fence the Oil and Gas Operations Area as depicted on Exhibit B attached hereto. Operator shall maintain the landscaping in good condition and properly trimmed and maintained, and free of weeds and debris, at all times. The Operator agrees to install, maintain and utilize irrigation facilities to maintain the landscaping at such time as a waterline is located within 200 feet of the Oil and Gas Operations Area.

2.6 Roads. Roads constructed in or to the Oil and Gas Operations Area, the Horizontal Well Area and the Oil and Gas Easements shall be constructed and used to the following specifications: Except in case of emergencies, no operations shall be conducted in the mud when activity leaves an impression of two inches in depth unless Operator requires immediate access in its sole opinion and option. Operator agrees, that if such immediate access is required during muddy conditions, it will promptly repair affected roads as soon as reasonably practicable.

a. The surface of all roadways shall not exceed sixteen feet (16') in width for traveled surface. Improved roads shall be constructed with a two percent (2%) crown from the center of the road to the shoulder to promote positive drainage. Constructed roads shall be limited to Twenty feet (20') from the centerline of each road for fills, shoulders and crossings unless otherwise dictated by local. State or federal regulations for Engineered roads. Where requested by Owner, Operator shall install side ditches along roads to transport runoff to appropriate drainage structures.

b. In the interests of safety and dust control, Operator and its contractors, agents, and employees shall not exceed 10 miles per hour on improved roads located on the Subject Lands.

2.7 Fences. Operator shall construct solid fences approved by Owner and in compliance with the requirements of the Town of Firestone for safety and to minimize visual impact of the Operator's facilities.. Operator shall maintain fences in good condition and repair, and free of weeds and debris at all times.

2.8 Existing Improvements, Cultivated Land, Water Pipelines. No existing fences or other improvements shall be cut or damaged by Operator without the written consent of Owner, which consent shall not be unreasonably withheld.

2.9 **Non-Disturbance.** Operator and its employees and authorized agents shall not disturb, use or travel on any part of the N ½ of said Section 5 other than the Oil and Gas Operations Area, the Horizontal Well Area, the Oil and Gas Easements and public roads without Owner's consent.

2.10 **Environmental Indemnification and Liability.** Operator hereby assumes, and agrees to indemnify the Owner, its successors and assigns from, any and all environmental problems, expense and/or liability that are caused by or result from Operator's activities and/or operations on the North ½ of said Section 5. Further, Operator shall defend, indemnify and hold harmless Owner, its successors and assigns, from Environmental Claims relating to the Operator's oil and gas operations and activities under the North ½ of said Section 5 or that arise out of its operations or activities on the North ½ of said Section 5. .

a. "Environmental Claims" shall mean all claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on the North ½ of said Section 5 and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to any claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material.

b. "Environmental Law" shall mean any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligations, or standards with respect to pollution or the protection of the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et seq.), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601-262).

c. Operator retains liability for any and all environmental clean up necessitated by leakage, spill, or introduction by any means of hazardous and toxic compounds or chemicals to the soil or water as a result of its operation or negligence and will pay all costs associated with cleanup.

d. This Section 2.10 shall survive any termination of this Agreement and Operator's activities hereunder or under the Farmout Agreement.

2.12 **Insurance.**

a. **Types/Coverages.** Operator shall carry all insurance required by the laws of Colorado. In addition, Operator shall carry the types and coverages of insurance normally carried by a prudent oil and gas operator conducting operations in the Denver-Julesburg Basin of Colorado, including:

(1) Worker's compensation insurance and employer's liability insurance with at least \$ 1,000,000 coverage per accident;

(2) Comprehensive general liability insurance with at least \$1,000,000

coverage per accident;

(3) Comprehensive automobile insurance and property damage insurance with at least \$1,000,000 coverage per accident; and,

(4) Excess liability insurance for the insurance policies listed above with at least \$5,000,000 coverage per accident.

b. Insurance Coverage of Agents, Contractors and Third Parties. Any agent, contractor or third party acting on behalf of Operator pursuant to the terms of this Agreement, shall be required to carry the same types of insurance, having the same or greater coverage, as is required of the Operator.

c. Certificates of Insurance. Prior to commencement of the Test Well provided for herein, the Operator will provide the Owner with certificates of insurance and other documentary proof that the Owner is named as an insured under the above-described insurance policies.

SECTION 3 - PAYMENTS TO OWNER

As consideration for the rights granted herein by Owner to Operator, Operator shall pay to Owner the amounts set out below.

3.1 Surface Use Payments. Operator shall pay Owner prior to the commencement of drilling the sum of Five Thousand Dollars (\$5,000.00) for each well drilled in the Oil and Gas Operations Area or the Horizontal Well Area.

SECTION 4 - RECLAMATION

4.1 Reclamation and Restoration. Upon termination of any of Operator's operations on the North ½ of said Section 5 and/or upon drilling or completion of any wells and/or the installation of any facilities, including utilities, flowlines and roads, Operator shall restore and level the surface of the Subject Lands affected by such operations as near as possible to the contours and conditions which existed prior to such operations. Operator shall use water bars and such other measures as appropriate to prevent erosion and non-source pollution. Where requested, Operator shall restore all private roads, drainage and irrigation ditches disturbed by Operator's operations as near as possible to the condition that existed prior to such operations. Any surface disturbed by Operator's activities shall be reseeded and all noxious weeds eliminated. Any surface facilities no longer in use shall be removed and the surface restored, within one year after the date upon which Operator ceases to use such surface facility. Reclamation upon drilling or completion of any wells shall happen as soon as reasonably practicable, but no later than six months, after said drilling or completion activities. In addition, Operator shall follow all requirements of and in accordance with the prescribed rules and regulations of the Town of Firestone and the Colorado Oil and Gas Conservation Commission.

SECTION 5 - ENFORCEMENT AND RESOLUTION OF DISPUTES

5.1 Default. In the event that the Owner or the Operator shall fail to comply with any of their duties or obligations hereunder or under the Farmout Agreement, the other party shall so notify the defaulting party in writing by certified mail and if said default is not corrected within thirty (30) days after receipt of said notice or activity is not initiated to cure such default in those instances where said default could not be cured within said thirty (30) day period, the non-defaulting party shall have the right to terminate this agreement, to enforce the provisions of this agreement in law or in equity and/or have such other rights and remedies as may be provided to it under the laws of the State of Colorado. The defaulting party agrees that it shall be responsible for all costs and expenses, including reasonable attorney's fees, incurred by the non-defaulting party as a result of said default as may be determined by a court of law or equity.

SECTION 6 - MISCELLANEOUS

6.1 No Warranty. Owner makes no warranty of title in entering into this Agreement.

6.2 Indemnification. The Operator shall defend, indemnify and hold the Owner harmless from any damage, injury, claim, judgment or other liability arising, either directly or indirectly, on account of any damage or injury to any person or property resulting from the Operator's use of or activities on the N ½ of said Section 5, including use by Operator's employees, agents, representatives, contractors, contractor's assignees, or other working interest owners.

6.3 Liability for Damage Resulting from Produced Water Operator shall be responsible for complying with the rules and regulations applicable to the removal and/or disposal of waters produced by its operations as established by the State of Colorado and other applicable authorities, and the Operator agrees to indemnify, defend and hold Owner harmless from any claims, demand, judgment or liability arising as a result of damages to persons or property caused by or in connection with the removal or utilization of said water. Nothing in this paragraph shall be interpreted to allow Operator to discharge produced water on the N1/2 of said Section 5, including any leased lands. Nothing herein permits Operator to use free of cost produced water or other water from Subject Lands. In the event that Operator seeks to use said water, Operator shall negotiate with Owner a fair and reasonable price and location.

6.4 Compliance with Law. Owner and Operator shall conduct all of their operations and activities in accordance with all applicable local, state and federal laws, rules and regulations.

6.5 Duty of Good Faith. Owner and Operator agree to cooperate in good faith in the reasonable and expeditious development of Operator's leasehold under the Subject Lands

6.6 Communication and Contacts Between Owner and Operator.

Any notice provided for in this Agreement that is to be sent via telephone, e-mail, first class or express mail shall be addressed as follows:

To: Synergy Resources Corporation

c/o Ed Holloway, President
20203 Highway 60
Platteville, Colorado 80651
Tele. No. 970-737-1073
Cell No. 970-539-1183
Fax No. 970-737-1045
Email: eholloway@syrinfo.com

or

c/o Mr. William Scaff
20203 Highway 60
Platteville, Colorado 80651
Tele. No. 970-737-1073
Cell No. 303-591-7413
Fax No. 970-737-1045
Email: wescaff@syrinfo.com

To: LifeBridge Christian Church
c/o R.V. (Reggie) Golden
Diamond G Management, LLC
1055 Sunset St., Suite H
P.O. Box 54
Longmont, Colorado 80502
Email: reggieg@dgmlc.com
Tele. No. 303-532-2255
Fax No. 303-702-0585

LifeBridge Christian Church
Attention: Kevin King
10345 Ute Hwy
Longmont, CO 80504
Email: 10345 Ute Hwy
Tele. No. (303) 776-2927

Wallace H. Grant
Donelson Ciancio & Grant P.C.
275 South Main Street, Suite 201
Longmont, CO 80501
Email: wallygrant@colo-law.com
Tele. No. 303-776-3100
Fax No. 303-774-2349

6.7 **Exhibits.** All exhibits referred to herein are attached hereto and hereby

incorporated herein for all purposes.

6.8 Memorandum of Agreement. This Agreement shall not be recorded, but either party may record with the County Clerk of the county in which the Subject Lands subject to this Agreement are located a memorandum reciting that the parties have entered into this Agreement which affects the Subject Lands described in attached Exhibit A, as modified from time to time.

6.9 Taxes. Operator shall be responsible for and shall pay all additional taxes that may be assessed against the Subject Lands by reason of any improvements placed thereon by Operator.

6.10 Construction of Agreement. This Agreement shall be construed under the laws of the State of Colorado.

6.11 Binding Effect. This Agreement is binding upon the successors and assigns of the parties.

6.12 Force Majeure. Should Operator be prevented from complying with any expressed or implied covenants of this Surface Use Agreement, conducting normal operations, or from transporting natural gas or other hydrocarbons there from by reason of scarcity of, or inability to obtain or use equipment or material, or by operation of force majeure, or because of any federal or state law or any order, rule or regulation of a governmental authority then while so prevented, Operator's obligations to comply with such covenant shall be suspended, and Operator shall not be liable in damages for failure to comply therewith; and the express or implied covenant or other provision of the Surface Use Agreement so affected shall be extended while and so long as Operator is prevented by any such cause from conducting normal operations or transportation of natural gas or other hydrocarbons from the leased premises; and the time while Operator is so prevented shall not be counted against the Operator, anything in this Surface Use Agreement to the contrary notwithstanding.

6.13 Survival. The Operator's obligations and responsibilities hereunder shall survive the term of this agreement on a well-by-well basis with regard to the subject Subject Lands, including without limitation, all reclamation obligations and the proper disposal of any hazardous materials.

6.14 Signatures. By signing below, the parties signing acknowledge and represent that each of them has the authority to sign this Agreement and the power to bind both Owner and Operator. The parties further agree that this Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed three (3) originals of this Agreement this 7th day of May, 2012, the EFFECTIVE DATE hereof.

Lifebridge Christian Church

By: [Signature]
Authorized Signer

Synergy Resources Corporation

By: [Signature]
Ed Holloway – President/CEO

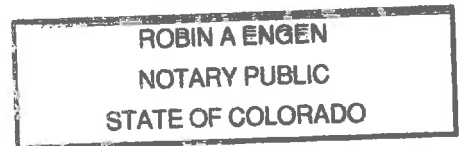
STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 7th day of May, 2012, by R.V. Golden as Authorized Signer of Lifebridge Christian Church, a Colorado Non-Profit Corporation, to me known to be the identical person described herein, who executed the within and foregoing instrument of writing and acknowledgement to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires: 8/20/2012



My Commission Expires 08/20/2012

Robin A. Engen

Notary Public

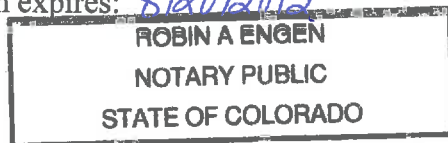
STATE OF COLORADO)
)ss
COUNTY OF ~~WELD~~ Boulder rae)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 7th day of May, 2012, by Ed Holloway as President / CEO of Synergy Resources Corporation, to me known to be the identical person described herein, who executed the within and foregoing instrument of writing and acknowledgement to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires: 8/20/2012



My Commission Expires 08/20/2012

Robin A. Engen
Notary Public

EXHIBIT A
LIFEBRIDGE SURFACE USE AGREEMENT

The oil and gas leases which are the subject of the Farmout Agreement are:

- i. An oil and gas lease dated March 17, 1981, from Susan Pietrzak et vir, as Lessor, to W. B. Macey and Paul M. Mershon, as Lessees, recorded at Book 931, Rec. No. 1852853, Weld County, Colorado records (the "Pietrzak Lease")
- ii. An oil and gas lease dated February 4, 1980 from The Union Reservoir Company, as Lessor, to Calvin Petroleum Corporation, as Lessee, recorded at Book 899, Rec. No. 1821249 Weld County, Colorado records (the "Reservoir Lease")
- iii. An oil and gas lease dated October 1, 1981 from The Great Western Railway Company, as Lessor, to W. B. Macey and Paul M. Mershon, as Lessees, recorded at Book 956, Rec. No. 1878059 Weld County, Colorado records (the "Railway Lease")

The Pietrzak Lease, the Reservoir Lease and the Railway Lease are hereinafter referred to collectively as the "Leases".

NOTES:

1. ACCESS MAY BE RECONFIGURED IN THE FUTURE TO TIE INTO ROADS THAT ARE COMPLETED AS A PART OF FUTURE DEVELOPMENT.
2. GRADING SHALL ALLOW THE RAILROAD BED TO ACT AS A NATURAL SCREEN TO THE NORTH (FOR PAD DETAIL A) AND TO THE SOUTH (FOR PAD DETAIL B).

SYNERGY CHURCH & UNION WELLS

EXHIBIT A

