

EXHIBIT "B"
SURFACE USE AGREEMENT

Attached to and made a part of that certain "Oil and Gas Lease" dated the 28th day of February, 2011 by and between Breniman Farms LLC, a Colorado Limited Liability Company, hereinafter called "Lessor" and Energy & Exploration Partners, LLC a Delaware Limited Liability Corporation, hereinafter called "Lessee" and covering lands located in Weld County, Colorado, more specifically described as:

LEGAL DESCRIPTION:

153.335 Acres of land, more or less situated in Weld County, State of Colorado, and being described as follows to wit:

Township 6 North – Range 67 West, of the 6th P.M.

- Section 9: The South Half of the Southwest Quarter (S2 SW4) of Section Nine (9), Township Six (6) North, Range Sixty-seven (67) West of the 6th P.M.
- Section 16: The North Half of the Northwest Quarter (N2 NW4) and Southwest Quarter of the Northwest Quarter (SW4 NW4) of Section Sixteen (16) in Township Six (6) North, Range Sixty-seven (67) West of the 6th P.M., lying North of the Canal of the Cache La Poudre Irrigation Company, being further described by metes and bounds in that certain Special Warranty Deed dates September 9th, the year of our Lord, Nineteen Hundred Ninety Nine, from bank One N.A. Colorado, Grantor, to Breniman Farms LLC, Grantee, recorded as Reception No. 2722053 in the office of the County Clerk and Recorder, Weld County Colorado

CONTAINING IN AGGREGATE 153.335 acres, more or less.

1. SURFACE USE PROVISIONS:

This property is prime residential development property and has previously been considered for development into residential lots. This development potential shall be taken into consideration in the development of the oil, gas, and hydrocarbon resources. The development of the oil, gas, and hydrocarbon resources shall be subject to the following provisions:

- a) All pipelines shall be buried and maintained below three feet of depth so farming and ranching operations, including irrigation, terracing and subsoil tillage, may be safely performed.
- b) In the event of production, Lessee shall restrict the production site to as small a dimension as reasonably practical for prudent operations. All roads, powerlines, and other facilities shall be located only after consultation with the landlord so as to minimize interference with the effective development of this property into a residential neighborhood. If practical low profile production facilities shall be used.

- c) Lessee shall consult with surface owner upon the placement of any tanks, pipelines, access roads, and cattle guards necessitated by its operations on the property, and shall utilize its best efforts to minimize interference with surface owner's farming and ranching operations.
- d) Lessee shall maintain production site in a clean and uncluttered condition.
- e) It is agreed that no salt water, waste drilling fluids, waste material or other deleterious substances will be injected in any well that may be drilled in the property covered by this lease without surface Lessor's prior written consent.
- f) If a spill or leak occurs on the said land at Lessee's production facilities, Lessee agrees to follow any cleanup provisions under the rules and regulations of the Colorado Oil and Gas Conservation Commission.
- g) Lessee shall be liable and agrees to pay for all damages caused by its operations to the leased premises, including without limitation, damage to all personal property, improvements, livestock, crops, grasses and trees on the leased premises and all surface areas physically contacted by Lessee's operations on the leased premises. In the event Lessee uses existing roads of surface owners, Lessee shall maintain such roads. Upon Lessor's request, Lessee shall fence the well site to exclude livestock.
- h) Upon written notice from the Lessor, Lessee shall have one hundred and eighty (180) days to proceed with plugging any well drilled on the leased premises within six (6) months after abandonment and shall return the well site to its original condition as nearly as practical including the removal of concrete pads, large rocks, and replacement of soil.
- i) Lessee will provide owner with a minimum of thirty (30) days prior written notice before restoring the surface of all access roads to be permanently abandoned by Lessee. No later than ten (10) days following receipt of such notice, owner may elect, in writing, not to have such access roads abandoned by Lessee. In such event, Lessee 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 Lessor's election that Lessee proceed with the abandonment of the access roads and the restoration of the surface thereof.
- j) Lessee shall pay to Lessor as damages for each acre used for any well site, tank battery, permanent road or other use, the sum of [REDACTED]
- k) Except as otherwise agreed in writing, no waiver by Lessor of any breach by the Lessee of any of its obligations, agreements or covenants hereunder will be deemed to be a waiver of any subsequent or continuing breach of the same, nor will any forbearance by Lessor to seek a remedy for any breach by the Lessee be deemed to be a waiver by Lessor of its rights or remedies with respect to such breach.

- l) Lessee agrees to indemnify and hold Lessor harmless from any and all claims, damages and causes of action arising out of and caused by Lessee's operations on the lands that may be asserted by any of Lessee's agents, employees, subcontractors or persons entering upon the premises at the request of the Lessee.
- m) All drill site locations, tank batteries, roads, and pipeline rights of way shall initially be placed in locations mutually agreed upon by Lessor and Lessee using their best efforts to minimize interference with development of the surface. Site location approval shall not be unreasonably withheld by Lessor. No surface location shall be built within 500 feet of an existing house or permanent dwelling. No more than one well site and tank battery site shall be established on the property, it being understood that a single well site may contain up to four wells.
- n) The final page of this surface use agreement contains a map of the lessor's property and the well site designated thereon shall be the site at which all oil & gas wells and production facilities shall be installed. This site may be modified by the parties at the time of drilling the well by written agreement of the parties.
- o) Lessee is advised that within the property a right-of-way exists for City of Greeley water transportation lines.

This agreement covers and includes any and all lands owned or claimed by the Lessor adjacent or contiguous to the land described hereinabove, whether the same be in said survey or surveys, although not included within the boundaries of the land described above.

The provisions hereof shall extend to and be binding upon the heirs, successors, and legal representatives and assigns of the parties hereto.

This instrument may be executed in any number of counterparts, each of which shall be deemed an original and shall be binding upon the party or parties so executing, their heirs, successors and assigns, and all of which when taken together constitutes but one and the same document.

Executed this 29 day of March, 2011.

BRENIMAN FARMS, LLC

By:


George Breniman

George Breniman, Partner

Eric Breniman

Eric Breniman, Partner

ENERGY & EXPLORATION PARTNERS, LLC



Manager



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12 of 13 R 71.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT "B"

Attached to and made a part of that certain "Oil and Gas Lease" dated the 28th day of February, 2011 by as **Breniman Farms, LLC, a Colorado Limited Liability Company** Lessor (whether one or more) and **Energy & Exploration Partners, LLC** a Delaware Limited Liability Corporation, as Lessee.

