

Well Names: Afton 12-16H-1, Afton 12-16H-2, Afton 12-16H-3, Afton 12-16H-4, Afton 12-16H-5, Afton 12-16H-6, Afton 12-16H-7, Afton 12-16H-8

SURFACE USE AND ROAD ACCESS AGREEMENT

This agreement, made and entered this 15th day of May, 2013, by and between James A. Pulis Trust and Carolee A. Pulis Trust, whose address is 15295 Colorado Blvd., Brighton, CO 80602, hereinafter referred to as "Owner", and Pico Finisterre II, LLC, whose address is 7979 Ivanhoe Ave, Ste 300, La Jolla, CA 92037, hereinafter referred to as "Operator", collectively referred to herein 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. Operator intends to drill, or cause to be drilled, up to 8 oil and/or gas wells ("Wells"), and install a tank battery at legal locations on the following described lands ("Lands"), including, but not limited to:

Afton 12-16H-1 well
SESE Sec. 12 T1S R68W, 6th P.M.
Adams County, CO

Afton 12-16H-2 well
SESE Sec. 12 T1S R68W, 6th P.M.
Adams County, CO

Afton 12-16H-3 well
SESE Sec. 12 T1S R68W, 6th P.M.
Adams County, CO

Afton 12-16H-4 well
SESE Sec. 12 T1S R68W, 6th P.M.
Adams County, CO

Afton 12-16H-5 well
SESE Sec. 12 T1S R68W, 6th P.M.
Adams County, CO

Afton 12-16H-6 well
SESE Sec. 12 T1S R68W, 6th P.M.
Adams County, CO

Afton 12-16H-7 well
SESE Sec. 12 T1S R68W, 6th P.M.
Adams County, CO

Afton 12-16H-8 well
SESE Sec. 12 T1S R68W, 6th P.M.
Adams County, CO

2. If Adams County will not allow the tank battery to be on County land, tank battery for said Wells, and wells in SWSE of same section, shall be constructed on Owner's property. If a tank battery is constructed on Owner's land, compensation for said tank battery

3. [REDACTED]

4. [REDACTED]

5. [REDACTED] Operator may drill up to 8 wells. Owner hereby acknowledges that the Amount represents full, final and agreed-upon total compensation for all damages caused or created by reason of the reasonable and customary ingress,

6. [REDACTED]

7. [REDACTED]

8. [REDACTED]

9. [REDACTED]

10. [REDACTED]

11. [REDACTED]

12. [REDACTED]

13. [REDACTED]

14. [REDACTED]

15. [REDACTED]

16. [REDACTED]

17. [REDACTED]

18. Notice by either party shall be promptly given, orally if possible, and immediately mailed to:

Owner

James A. Pulis Trust and Carolee A. Pulis Trust
15295 Colo. Blvd.
Brighton, CO 80602

Operator

Pico Finisterre II, LLC
7979 Ivanhoe Ave, Ste 300
La Jolla, CA 92037
619-988-0828

This CONFIDENTIAL agreement shall be binding on and inure to the benefit of the Parties, their respective heirs, successors, personal representatives, agents, tenants, purchasers and assigns. This Agreement and the covenants contained herein shall run with the land. Terms of this agreement may not be disclosed to other parties.

Operator may assign this agreement and the terms, conditions, rights and obligations herein to another person or entity without Owner's approval.

IN WITNESS WHEREOF, the parties hereto set their hands, the day and year first above-written

James A. Pulis Trust

James A. Pulis
By: Carolee A. Pulis, Trustee of James A. Pulis Trust
as Trust

Pico Finisterre II, LLC

Max Webb
By: Max Webb
Chief Financial Officer

Carolee A. Pulis Trust

Carolee A. Pulis
By: Carolee A. Pulis, Trustee