

Apache Gold 34-20  
Surface Use Agreement

**Surface Use and Damages Agreement and Easement**

**Referenced Lands:** Township 19 South, Range 69 West, 6<sup>th</sup> PM  
Section 20: **Only as to Lot 9 of Two Creeks Subdivision and Kelsey Court Right of Way (Located in SE/4 of Section 20 and NE/4 of Section 29)**  
Fremont County, Colorado

**First Well Name:** **Golden 33-20 or Apache 33B-20**

**First Well Location:** Township 19 South, Range 69 West  
Section 20: Lot 9 of Two Creeks Subdivision  
(Approximately: S/2NW/4SE/4 and N/2SW/4SE/4)  
Fremont County, Colorado

THIS SURFACE USE AND DAMAGES AGREEMENT AND EASEMENT is made effective as of the 5<sup>th</sup> day of June, 2009 and amends and supersedes that certain Surface Use and Damages Agreement dated the 27<sup>th</sup> day of March 2008 by and between Pine Ridge Oil and Gas, LLC, as successor to Pine Ridge USA, Inc., hereinafter called "Pine Ridge" whose address is 600 17<sup>th</sup> Street, Suite 800-South, Denver, Colorado 80202-5402 and Robert F. Boecker and Barbara A. Boecker and Bob & Barb Boecker Enterprises, Inc., a Colorado Corporation, whose address is P.O. Box 96, Rockvale, CO 81244, hereinafter collectively called the "Surface Owner".

Pine Ridge has heretofore drilled the Golden 33-20 and the Apache 33B-20 wells (the "First Wells") upon the above described lands (the "Referenced Lands") at the above referenced location (the "First Well Location") and are conducting production operations thereon. Pine Ridge proposes to conduct further drilling operations upon the Referenced Lands, or on lands adjacent thereto, and, thereafter, Pine Ridge proposes to conduct production operations thereon. Surface Owner represents that it owns and is in possession of the entire surface estate of the Referenced Lands, upon which the First Wells are located or which may be used to access wells on adjacent lands, upon which the associated equipment may be located; and upon which production operations may be conducted. By this instrument the Surface Owner hereby grants Pine Ridge access for conducting the activities provided for herein and Pine Ridge and Surface Owner set forth their agreement concerning the surface damages resulting from the drilling and completing of the First Wells and subsequent wells (collectively, the "Wells") and subsequent production operations from each well on the Referenced Lands or on lands adjacent thereto.

NOW, THEREFORE, in consideration of the sums stated below and the mutual agreements and covenants provided herein, the sufficiency of which is hereby acknowledged, parties hereby agree as follows:

REDACTED