

SURFACE USE AGREEMENT

(Raindance Area– SE/4SE/4SE/4-30-T6N-R67W)

This Surface Use Agreement is dated and made effective this 29th day of November, 2011, and is by and between TEKTON WINDSOR, LLC (hereinafter referred to as "Tekton"), having an office at 640 Plaza Drive, Suite 290, Highlands Ranch, Colorado 80129, and RAINDANCE AQUATIC INVESTMENTS, LLC (hereinafter referred to as "RAINDANCE"), having an office at 1625 Pelican Lakes Point, Suite 201, Windsor, Colorado 80550.

A. RAINDANCE owns the surface estate of those certain tracts of land more particularly described on Exhibit "A" attached hereto, located in Weld County, Colorado (hereinafter referred to as the "**Property**").

B. RAINDANCE's ownership of the Property is subject to the rights of the oil and gas mineral leasehold estate, a portion of which is owned by Tekton.

C. RAINDANCE plans to develop the surface of the Property.

D. This Agreement sets forth the parties' rights and obligations regarding the relationship between the development of the Property by RAINDANCE and Tekton's operation and development of its oil and gas leasehold estate underlying the Property, such rights and obligations to be binding upon the parties' successors and assigns.

E. Tekton intends to drill, complete and operate vertical, deviated and possibly horizontal oil and gas wells ("**Wells**") on the Property, located on the production sites described on Exhibit "A" attached hereto, known as production pads (the "**Pads**").

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

1. AREAS RESERVED FOR THE EXISTING WELLS AND FUTURE WELLS.

RAINDANCE shall set aside and provide to Tekton that portion of the Property hereinafter referred to as the Oil and Gas Operations Areas or "**Pads**" (and also referred to "Drilling Locations"), such area(s) being depicted on Exhibit "A" attached hereto. The Oil and Gas Operations Areas are to be made available to Tekton in their present condition for any operations conducted by Tekton in connection with the Wells, including, but not limited to, drilling and production activities, workovers, well deepenings, recompletions, fracturing and replacement wells along with the access roads thereto. Except for the Pads, and the access roads and easements associated with flowlines, gathering lines and pipelines as provided in this Agreement, Tekton shall not occupy the surface of the Property except in the event of an emergency or for reasonable incidental, temporary and non-damaging activities, for which Tekton shall be strictly and solely responsible for any damages that may occur.

2. SETBACK REQUIREMENTS.

RAINDANCE will not locate any lot line, building, or structure within any Pad. RAINDANCE understands and acknowledges that the Colorado Oil and Gas Conservation Commission (“COGCC”) has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. In order to give full effect to the purposes of this Agreement, RAINDANCE hereby waives its right to object to the location of any of Tekton’s facilities on the basis of setback requirements in the rules and regulations of the COGCC, as they may be amended from time to time. RAINDANCE further and similarly waives its right to object to any other state or local setback requirements or other requirements or regulations that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of Tekton, its successors and assigns, to explore for and produce the oil and gas in accordance with this Agreement. Tekton or its successors and assigns may cite the waiver in this paragraph in order to obtain a location exception or variance under COGCC rules or from any other state or local governmental body having jurisdiction. RAINDANCE agrees not to object to the use of the surface in the Pads so long as such use is consistent with this Agreement and RAINDANCE will provide Tekton or its successors and assigns with whatever written support they may reasonably require to obtain permits from the COGCC or any local jurisdiction.

RAINDANCE may seek to develop the Property for residential or commercial real estate in the future, and may request waivers of the setback requirements for residential or commercial buildings from Tekton’s production equipment, from the government entities having jurisdiction over such setbacks. Tekton agrees to give written support to any such request by RAINDANCE for reduced setbacks provided that the proposed reduction still provides for a setback of no less than 150’ feet from Company’s production equipment to any occupied structure. In addition, Tekton agrees that RAINDANCE may emplace an earthen, grass and/or shrubbery topped, privacy berm measuring up to eight feet in height around Tekton’s production equipment within each Pad, the inside base of which shall be nowhere closer than 100 feet to Company’s production equipment or 150’ from wellheads to the base of such berm, and that RAINDANCE may install gated security fencing around the outside of such a berm, and thereafter require Company to keep the gate(s) locked at all times when no company employees are present at the production equipment site. For purposes of this Agreement “Production Equipment” shall be deemed to include pumps, tanks, separators, dehydrators, compressors, vapor recovery units and other equipment reasonably appropriate for the operation and production of the Wells. Once all planned wells on a given Pad have been drilled, the 150’ setback from wellheads to the base of the berm may be reduced to 100’ and Tekton will retain the minimal surface reasonably required for ongoing operations, subject to minimum setbacks required by the COGCC. The Pads shall be depicted and labeled on all subdivision plats or other platted submissions submitted to any government entity having jurisdiction over residential and commercial real estate developments on the Property.

RAINDANCE shall require any purchaser or assignee of any portion of its interest in the Property to execute waivers acceptable to Tekton stating that said purchaser or assignee waives any requirement for any drilling, completion, or production equipment located within a Pad to be located further than 150’ from the purchaser or assignee’s property boundary line or 150’ from the planned construction of any building.

3. GATHERING LINES AND FLOWLINES.

Subject to the limitations hereinafter described, Tekton has a continuing right and entitlement to construct, own, operate, maintain, repair and replace all flowlines, gathering lines and other pipelines that may be necessary or convenient to its operations on the Property. Although this Agreement is intended to confine the placement of those pipelines to certain specified locations within the Property, nothing herein shall be construed as a limitation on Tekton's ultimate right to make all necessary well connections to any Existing or Future Well. RAINDANCE's development plans may require the relocation of existing gathering lines to designated easement corridors. Tekton shall not object to any such relocation so long as such relocation is reasonable and feasible from a technical and engineering standpoint and complies with all applicable rules and regulations. All such relocations shall be at RAINDANCE's cost and expense as hereafter described. Tekton shall abandon any portion of a flowline or pipeline easement or access road that will no longer be used for its operations. To abandon a flowline or pipeline, Tekton shall flush the line with water and notify RAINDANCE in writing of the abandonment and the location of the abandoned pipeline; Tekton shall not be required to dig up and remove the line once abandoned.

At such time as RAINDANCE desires to have any pipeline relocated to a petroleum pipeline easement, it shall give written notice to Tekton who shall promptly prepare, or commission the preparation of, a cost estimate to accomplish the relocation. As soon as available, Tekton will then provide the cost estimate to RAINDANCE who will then have the opportunity to review same and make a final determination about whether it wishes to proceed with the relocation. If RAINDANCE elects to have Tekton effectuate the pipeline relocation, it shall tender the estimated costs of such to Tekton together with its written request to commence the project as soon as reasonably practicable, or as otherwise requested by RAINDANCE If it has not already done so, RAINDANCE shall also deliver to Tekton an executed and acknowledged Pipeline Easement Grant on the form that is attached hereto as Exhibit "B" in order to convey the petroleum pipeline easement lands as shown on Exhibit "B". The petroleum pipeline easements shall be fifty feet (50') in width during construction, installation or relocation operations and otherwise reduced to thirty feet (30') in width for post-construction usage. The petroleum pipeline easements shall be depicted and labeled on all subdivision plats or other platted submissions submitted to any government entity having jurisdiction over residential and commercial real estate developments on the Property.

All pipelines shall be located within the petroleum pipeline easements unless otherwise agreed upon between RAINDANCE and Tekton. Tekton acknowledges that the petroleum pipeline easement will be non-exclusive and agrees that it will not object to its concurrent use by other oil and gas operators or utilities, as RAINDANCE may grant from time to time, so long as such other parties comply with COGCC or other governing authority guidelines. Notwithstanding the foregoing, RAINDANCE shall not permit, nor shall it place any other utility or structure within ten feet horizontally or two feet vertically of any Tekton pipeline.

If RAINDANCE's development plans anticipate that paved roadways will or may in the future cross over then existing pipelines. RAINDANCE agrees to pay for the cost to have Tekton sleeve any pipeline that is to be crossed by such roadways, such payment to be made in advance

of the work and RAINDANCE shall not permit any paved roadway crossing of any pipeline until the sleeving of the affected line has been completed.

Tekton shall not, without the prior written consent of RAINDANCE, have the right to lay additional flowlines or pipelines on the Property, outside the Petroleum Pipeline Easements. All flowlines and pipelines shall be buried to a depth of approximately 48 inches from the surface. RAINDANCE shall maintain a minimum of 42 inches and not more than 72 inches of cover over all pipelines and flowlines during any of RAINDANCE's operations on the Property. The construction and burying of additional flowlines, gathering lines and pipelines shall be at the sole cost and expense of Tekton or its gas purchaser.

4. ACCESS.

RAINDANCE shall provide Tekton with continuous access to all of the Pads and the Petroleum Pipeline Easements. The access roads to be used by Tekton will either be those roads that currently are in place or those that are constructed by RAINDANCE at its sole cost and expense as part of RAINDANCE's development of the Property. All such future access roads constructed shall be of sufficient scope to allow Tekton to conduct its oil and gas operations and shall be at least 30 feet in width, able to accommodate loads 60' in length with a minimum height clearance of 13' 6", and built to withstand a minimum of 104,000 pounds and 26,000 pounds per axle. Tekton agrees to access the Property according to the routes designated in writing by RAINDANCE once the new access roads are constructed by RAINDANCE, and RAINDANCE provides Tekton notice of such, but Tekton may continue to use its present access routes until that time and until receipt of such notice from RAINDANCE. Should Tekton wish to create a new access road, it shall obtain RAINDANCE's written consent and shall construct and maintain such road at its sole cost and expense which consent shall not be unreasonably withheld.

5. BATTERIES AND EQUIPMENT.

Tekton shall have the right to locate, build, repair and maintain Production Equipment of the Wells or any Future Wells only within the Pads.

With respect to Tekton's equipment and facilities other than flowlines or pipelines:

- a. Tekton shall install and maintain, at its sole cost and expense, chain link fences with privacy slats around the Pads, once the initial drilling and completion operations for the first set of wells drilled from any Pad have been completed.
- b. Tekton shall install and maintain, at its sole cost and expense, all gates and locks reasonably necessary for the security of any wells or facilities in the Oil and Gas Operations Areas. Such gates and locks shall be the standard gates and locks used by Tekton.
- c. Other than the separator stacks and tank vent valve stacks, no permanently emplaced production equipment at a Pad shall exceed nine feet in height, except for pumping units as provided for below.

d. Only electric motors shall be used for any powered production equipment to be emplaced on a Pad. Except for compressors with electric motors that are components of Vapor Recovery Units (“VRU”s), no compressors may be emplaced on any Pad without RAINDANCE’s approval, which approval shall not be unreasonably withheld if such a compressor is reasonably necessary to lower the separator inlet pressures for the separators located on the Pad, in order that wells may be able to lift produced fluids with plunger lifts using the wells’ gas pressure.

e. The parties agree that pumping units may be emplaced on wells located in the Pads under the following conditions. First, the use of a pumping unit, must be reasonably necessary from a technical and engineering standpoint, the well in question having too little gas pressure for other lifting methods such as plunger lifts to provide for full production from the well. Secondly, any pumping unit must have electric motors only, unless otherwise agreed to by RAINDANCE in writing. RAINDANCE agrees that, provided that no residential or commercial development has occurred within 500 feet of a given Pad at the time, Tekton may emplace a temporary pumping unit with a gas engine on a well or wells within the Pad for a period of up to 120 days for the purpose of testing the efficiency of a pumping unit in producing the well, or dewatering the well after a completion or recompletion. The temporary pumping unit shall be exempt from the 55 decibel at 150’ noise standard set forth below, but not from the COGCC standard. Third, RAINDANCE may require that Tekton give it 30 days notice, so that RAINDANCE can emplace, at its own expense, a 6 foot privacy berm located in the Pad area not less than 100 feet from the production equipment or 150’ from wellheads to the base of such berm, completely around any Pad, when installing a permanent pumping unit. RAINDANCE shall be responsible for landscaping any such berm. Once all planned wells on a given Pad have been drilled, the 150’ setback from wellheads to the base of the berm may be reduced to 100’ and Tekton will retain the minimal surface reasonably required for ongoing operations, subject to minimum setbacks required by the COGCC.

f. All equipment, including pumping units, emplaced on any Pad must meet a noise standard of 55 decibels at 150 feet from the equipment or the currently existing COGCC noise standards, whichever is lesser. If needed, RAINDANCE shall emplace a 6 foot privacy berm as contemplated in (e.) above, to enable Tekton’s equipment to meet this standard. The only exception shall be for workovers and recompletion operations, which shall meet COGCC (light industrial) standards.

g. Tekton shall paint any production facilities for any wells, including wellhead guards, with paint that is approved by the COGCC and in colors acceptable to RAINDANCE within the color options required by the COGCC.

h. RAINDANCE shall not inhibit Tekton’s access to the Oil and Gas Operations Areas or inhibit Tekton’s operations within the Oil and Gas

Operations Areas by landscaping or other improvements, unless otherwise agreed upon in writing between RAINDANCE and Tekton.

i. The Parties hereto agree to cooperate in efforts to allow RAINDANCE to utilize waste gas produced from wells drilled pursuant to the terms hereof from vapor recovery units ("VRU") on the Drilling Locations that would otherwise be burned off at a burn stack or to extract the heat therefrom for RAINDANCE's own purposes, subject to RAINDANCE indemnifying Tekton from all costs, liabilities and risks of such operations. RAINDANCE's use of said waste gas shall be at its own cost, risk and expense and shall impose no more than 30 psi of back pressure on the gas outlet of the VRU or cause additional costs or burdens upon Tekton. The terms under which RAINDANCE may use such outlet gas shall be set forth in a separate mutually acceptable agreement by and between the Parties hereto which agreement shall include full indemnification by RAINDANCE of Tekton, release of Tekton from and assumption by RAINDANCE of all liabilities associated therewith and evidence by RAINDANCE of acceptable insurance coverage for all operations so conducted by RAINDANCE with Tekton to be named as an additional insured party. Such operations by RAINDANCE shall have no adverse effect on Tekton's ability to obtain and maintain insurance coverage at reasonable cost as to Tekton's operations as provided for in this Agreement.

6. SURFACE USE AND DAMAGE PAYMENTS.

At least 7 days prior to commencing dirtwork for any drillsite(s) within any Pad; Tekton shall pay to RAINDANCE the sum of _____ then planned to be drilled from any of the Pads. At such time as additional wells on a given Pad are planned to be drilled, Tekton shall pay to RAINDANCE the sum of _____ at least 7 days prior to the spudding of such additional wells.

Tekton shall also compensate RAINDANCE for damage to personal property or to improvements on the Property, such as damage to buildings, fences, gates, culverts and livestock, and for other such extraordinary losses or physical damages caused by Tekton. Tekton agrees to promptly compensate RAINDANCE for such extraordinary losses and physical damages. Any failure to reach mutual agreement with respect to such compensation shall not, however, be deemed to constitute a breach or abrogation of this Agreement, nor to terminate or diminish the grants, conveyances, rights and obligations contained herein.

7. NOTICE OF FUTURE OPERATIONS.

Tekton shall provide at least seven (7) days prior written notice to RAINDANCE of any operations in connection with the reworking, fracturing, deepening or recompletion operation of any well within a Pad. In addition Tekton shall provide at least thirty (30) days prior written notice to RAINDANCE and/or any homeowner's association located on the Property prior to the drilling of any wells. Regardless of the foregoing notice requirements, Tekton shall have immediate access to any of its facilities in the event of an emergency.

After receipt of the above notice, but not less than five (5) working days prior to Tekton's mobilization on the applicable Pad, either Tekton or RAINDANCE may request an on-site

meeting. The purpose of the meeting shall be to inform RAINDANCE of the expected activity and to coordinate site access, hazards, barricades, restoration or any other issues that affect the use and safety of RAINDANCE's development.

8. NOTICES TO HOMEOWNERS AND BUILDERS.

RAINDANCE shall furnish all buyers of the Property from RAINDANCE with a plat or map showing the Pads and the petroleum pipeline easements. In addition, RAINDANCE shall provide notice to all builders, homeowners, homeowner associations and other buyers of the Property from RAINDANCE that this Agreement exists and a Memorandum of this Agreement shall be recorded by Tekton in the property records of Weld County, Colorado.

9. DRILLING AND COMPLETION OPERATIONS.

Tekton shall endeavor to diligently pursue any future drilling operations to minimize the total time period and to avoid rig relocations or startup during the course of drilling. RAINDANCE waives any objections to continuous (i.e., 24-hour) drilling operations.

10. GOVERNMENTAL PROCEEDINGS.

RAINDANCE shall not oppose Tekton in any agency or governmental proceedings, including but not limited to the COGCC, the Town of Windsor, County of Weld, or other governing body proceedings, related to Tekton's operations on the Property, including but not limited to drilling, workovers, well deepenings and recompletions, provided that Tekton's position in such proceedings is consistent with this Agreement. Similarly, Tekton shall not oppose RAINDANCE in any agency or governmental proceedings, including but not limited to the COGCC, the Town of Windsor, County of Weld, or other governing body proceedings, related to RAINDANCE's operations on the Property, provided that RAINDANCE's position in such proceedings is consistent with this Agreement.

11. LIMITATION OF LIABILITY, RELEASE AND INDEMNITY.

a. Neither party shall be liable for, or be required to pay for, special, punitive, exemplary, incidental, consequential or indirect damages to any other party for activities undertaken within the scope of this Agreement;

b. Except as to claims arising out of pollution or environmental damage (which claims are governed by Section 12 below) or out of other provisions of this Agreement (which claims shall be governed by the terms of this Agreement), each party shall be and remain responsible for its own liability for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other costs associated therewith (all of the aforesaid herein referred to collectively as "Claims"), arising out of or connected with each such party's ownership or operations on the Property, no matter when asserted, subject to applicable statutes of limitations. Each such party shall release, defend, indemnify and hold the other parties, their officers, directors, employees, successors and assigns, harmless against all such Claims. This provision does not, and shall not be construed to, create any rights in persons or entities not a party to this Agreement, nor does it create

any separate rights in parties to this Agreement other than the right to be indemnified for Claims as provided herein;

c. Upon the assignment or conveyance of a party's entire interest in the Property, that party shall be released from its indemnification in Section 11.b. above, for all actions or occurrences happening after such assignment or conveyance.

12. ENVIRONMENTAL INDEMNITY.

The provisions of Section 11 above, except for Section 11.a., shall not apply to any environmental matters, which shall be governed exclusively by the following, subject to the limitations of Section 11.a. above:

- 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 or ownership of the Property or ownership of the oil and gas leasehold interest, whichever is applicable, 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. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party;
- b. "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligation, 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. §§ 2601-2629); and
- c. Environmental Indemnification. Tekton shall protect, indemnify, and hold harmless RAINDANCE, homeowners associations and any lot owner who purchases a lot from RAINDANCE from any Environmental Claims relating to the Property or oil and gas leasehold thereunder that arise out of Tekton's ownership and operation of the Oil and Gas Operations Areas and its ownership and operation of its pipeline easement or rights-of-way on the Property. RAINDANCE shall fully protect, defend, indemnify and hold harmless Tekton to the full extent RAINDANCE has been so indemnified by Kerr McGee Oil & Gas Onshore, L.P., its successors and assigns and any third party from any and all Environmental Claims relating to the Property that arise out of RAINDANCE's, Kerr McGee's or any such third party's development of the Property or RAINDANCE's, Kerr McGee's or any such third party's ownership in Existing Wells located on the Property.

13. EXCLUSION FROM INDEMNITIES.

The indemnities of the parties herein shall not cover or include any amounts which the indemnified party is actually reimbursed by any third party. The indemnities in this Agreement shall not relieve any party from any obligations to third parties.

14. NOTICE OF CLAIM FOR INDEMNIFICATION.

If a Claim is asserted against a party for which the other party would be liable under the provisions of Section 11 or 12 above, it is a condition precedent to the indemnifying party's obligations hereunder that the indemnified party give the indemnifying party written notice of such Claim setting forth all particulars of the Claim, as known by the indemnified party, including a copy of the Claim (if it is a written Claim). The indemnified party shall make a good faith effort to notify the indemnifying party within five days of receipt of a Claim and shall affect such notice in all events within such time as will allow the indemnifying party to defend against such Claim.

15. REPRESENTATIONS.

Each party represents that it has the full right and authority to enter into this Agreement. Tekton does not represent that it has rights to settle matters for all of the mineral owners or any other lessees in the Property and this Agreement shall only apply to and bind the Tekton mineral and leasehold interest in the Property.

16. SUCCESSORS.

The terms, covenants, and conditions hereof shall be binding upon and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, successors and assigns.

17. TERM.

This Agreement shall become effective when it is fully executed and shall remain in full force and effect until Tekton has plugged and abandoned all wells owned all or in part by Tekton and complied with the requirements of all applicable oil and gas leases pertaining to removal of equipment, reclamation, cleanup and all other applicable provisions of the leases and existing laws and regulations.

18. NOTICES.

Any notice or other communication required or permitted under this Agreement shall be sufficient if deposited in U.S. Mail, postage prepaid, addressed to each of the following:

If to Tekton:

Tekton Windsor, LLC
640 Plaza Drive, Suite 290
Highlands Ranch, Colorado 80129
Attention: Jerry Sommer

If to RAINDANCE:

Martin Lind
1625 Pelican Lakes Point, Suite 201
Windsor, CO 80550

Any party may, by written notice so delivered to the other parties, change the address or individual to which delivery shall thereafter be made.

19. RECORDING.

This Agreement, and any amendment hereto shall not be recorded, Tekton may record a Memorandum of Surface Use Agreement, setting forth the identity of the parties to the Agreement, the effective date, and the lands covered by the Agreement, for the purpose of notice to third parties. Tekton shall provide RAINDANCE with a recorded copy as soon as practicable thereafter.

20. SURFACE DAMAGES.

Other than as to payments required under Paragraph 6 and/or as to indemnification obligations agreed to by the parties, RAINDANCE hereby waives all other surface damage payments pursuant to any COGCC or local regulation, state statute, common law or prior agreement, for each and every well that is drilled, the Production Equipment and emissions control device located on the Property within the Oil and Gas Operations Areas and also including but not limited to any access road, flowline, or pipeline constructed within the petroleum pipeline easements. Tekton may provide a copy of this Agreement to the COGCC as evidence of this waiver.

21. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration conducted in Denver, Colorado and shall be administered by the American Arbitration Association under its commercial rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

22. APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to its conflict of laws provisions.

23. JOINT USE.

Tekton hereby acknowledges that the Oil and Gas Operations Area will be jointly used by both Tekton and Great Western Oil and Gas Company as is generally depicted on Exhibit "A".

24. ENTIRE AGREEMENT.

In conjunction with the Oil and Gas Leases and Lease Development Agreement entered into between the same parties, this Agreement sets forth the entire understanding among the

parties hereto regarding the matters addressed herein, and supersedes any previous communications, representations or agreement, whether oral or written. This Agreement shall not be amended, except by written document signed by all parties.

25. EXECUTION AND BINDING EFFECT

This Agreement may be executed in any number of counterparts each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument, and shall be binding upon and inure to the benefit of the parties, and each of their respective heirs, executors, administrators, successors and assigns and is executed by the parties as of the Effective Date set forth above.

26. TEKTON ENERGY, LLC

Tekton Energy, LLC, as parent company to Tekton Windsor, LLC, hereby represents that it supports and unconditionally guarantees the performance of the obligations, indemnities and warranties of Tekton Windsor, LLC under the terms of this Contract.

The parties have executed this Agreement effective as of the day and year first above written.

Tekton Windsor, LLC and Tekton Energy, LLC

By: 
Jerry K. Sommer – President and CEO *JKC*

RAINDANCE AQUATIC INVESTMENTS, LLC

By: 
Martin Lind – Manager

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 29th day of November, 2011, by Jerry K. Sommer, as Chief Executive Officer of Tekton Energy, LLC, a Delaware limited liability company, and of Tekton Windsor, LLC, a Colorado limited liability company, on behalf of such companies.

Witness my hand and official seal.

Janice L Duvall

Notary Public

My Commission Expires: 01-27-14

JANICE L DUVALL
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 01/27/14

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 29th day of November, 2011, by Martin Lind, as Manager of RAINDANCE AQUATIC INVESTMENTS, LLC, a Colorado limited liability company, on behalf of such company.

Witness my hand and official seal.

Lara D Wynn

Notary Public

My Commission Expires: 9/9/2012

LARA D. WYNN
Notary Public
State of Colorado
My Commission Expires September 09, 2012

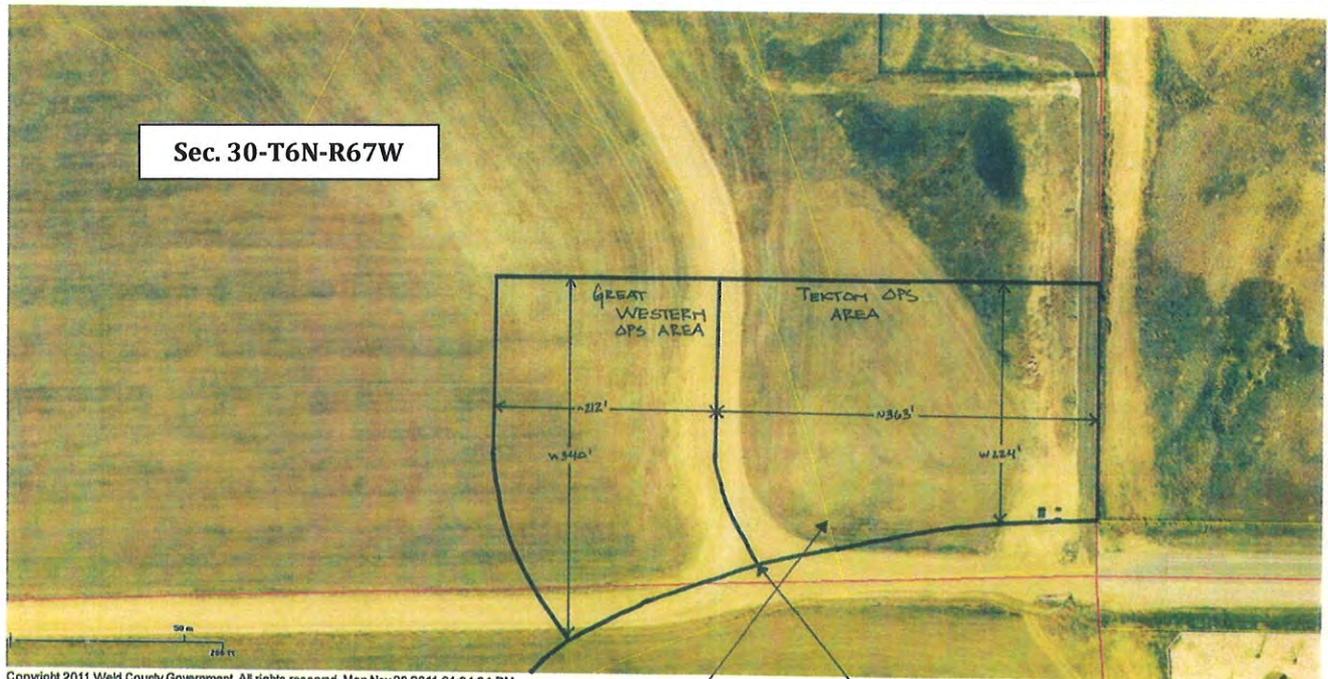
EXHIBIT "A" TO SURFACE USE AGREEMENT

Well Pad Location

(Raindance Area – SE/4SE/4SE/4-30-T6N-R67W)

Approximate Location: Latitude 40 27' 4.10"N, Longitude 104 55' 37.81"W

TEKTON WINDSOR AND GREAT WESTERN OIL AND GAS COMPANY JOINT USE AREA



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SCALE : 1" = 74.8'

EXISTING PROP.
LINE

SHARED ACCESS DRIVE

Exhibit "B"

Attached hereto and made a part of that certain Agreement Surface Use Agreement between RAINDANCE AQUATIC INVESTMENTS, LLC and TEKTON WINDSOR, LLC, dated the 29th of November, 2011

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("Grant) is made this _____ day of _____, 2011, from RAINDANCE AQUATIC INVESTMENTS, LLC, whose address is 1625 Pelican Lakes Point, Suite 201, Windsor, CO 80550 ("Grantor"), to Tekton Windsor, LLC, a Delaware limited liability company, whose address is 640 Plaza Drive, Suite 290, Highlands Ranch, Colorado 80129 ("Grantee"). The parties agree as follows:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants unto Grantee, its successors and assigns, a perpetual easement(s) to survey, construct, maintain, inspect, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove, at Grantee's election, pipelines and all appurtenances, below and/or above ground, including but not limited to launchers and receivers, convenient for the transportation or transmission of oil, gas, petroleum products, water, hydrocarbons and any other substances, whether fluid, solid or gaseous, and any products, derivatives, combinations or mixtures of any of the foregoing, in, on, over, under, or through the lands situated in Weld County, State of Colorado, being described as follows:

TOWNSHIP NORTH, RANGE WEST, 6TH PM

Section :

The specific route and course of the easement(s) conveyed hereby ("Easement Lands") is more particularly described on Exhibit "A" attached hereto and made a part hereof. The width of the Easement Lands during construction shall be fifty feet (50'), and subsequent to construction shall be thirty feet (30').

Grantors represent and warrant to Grantee that Grantors are the sole owner in fee simple of the Easement Lands and have full right, power and authority to make this Grant.

Grantee shall lay all pipe at a depth of not less than 48 inches. Grantee shall repair and/or restore any fence on or adjacent to the Easement Lands removed or severed by Grantee in the course of the operations provided for in this Grant. If necessary to prevent the escape of Grantor's livestock, Grantee shall construct temporary gates or fences.

Grantee shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of this Grant, including but not limited to, the right of ingress and egress over and across Grantor's lands lying adjacent to the Easement Lands for any and all purposes necessary and incidental to exercising Grantee's rights hereunder. Grantors agree not to build,

create, construct or permit to be built, created or constructed, any obstruction, building, fence, landscaping, reservoir, engineering works or other structures or improvements over, under, on or across the Easement Lands without prior written consent of Grantee.

Grantee shall be obligated to pay for, repair, replace or otherwise compensate Grantors for any damages resulting from Grantee's activities and operations on the Easement Lands; and, Grantors shall pay for, reimburse, indemnify and hold Grantee harmless from any and all claims or damages resulting from Grantor's activities on the Easement Lands. Grantors shall have the right to use and enjoy the Easement Lands, subject to the rights herein granted.

This Grant cannot be modified, except in writing signed by all parties hereto.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the successors, and assigns of Grantors and Grantee.

Grantee agrees to level and restore any lands that may have excessive settling and sufficiently compact the soil within a reasonable period of time after completion of construction.

This Grant may be executed in counterparts each of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Grant as of the date first above written.

Grantor:
RAINDANCE AQUATIC INVESTMENTS, LLC
By Its Manager

Grantee:
Tekton Windsor, LLC
By its Chief Executive Officer

By: _____
Martin Lind

By: 
Jerry K. Sommer

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 29th day of November, 2011, by Martin Lind, as Manager of RAINDANCE AQUATIC INVESTMENTS, LLC, a Colorado limited liability company, on behalf of such company.

JANICE L DUVALL
NOTARY PUBLIC
STATE OF COLORADO

MY COMMISSION EXPIRES 01/27/14

Witness my hand and official Seal.

My Commission Expires: 01-27-14

Janice L Duvall
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 29th day of November, 2011, by Jerry K. Sommer, as Chief Executive Officer of Tekton Energy, LLC, a Delaware limited liability company and Tekton Windsor, LLC, on behalf of such companies.

Witness my hand and official Seal.

My Commission Expires: _____

Notary Public



**MEMORANDUM OF SURFACE USE AGREEMENT
(Raindance Area)**

State: Colorado
County: Weld
Operator: Tekton Windsor, LLC
Operator's Address: 640 Plaza Drive, Suite 290, Highlands Ranch, CO 80129
Surface Owner: Raindance Aquatic Investments, LLC
Surface Owner's Address: 1625 Pelican Lakes Point, Suite 210, Windsor, CO 80550
Effective Date: November 29, 2011

Notice is hereby given that Operator and Surface Owner, named above, (hereinafter collectively, the "Parties") entered into a confidential Surface Use Agreement including exhibits attached thereto, dated effective November 29, 2011, (hereinafter, the "SUA") which covers lands located in the County and State named above, more fully described as follows:

Surface Use Area

Township 6 North, Range 67 West, 6th P.M.
Section 30: SE/4SE/4SE/4

As generally depicted on Exhibit "A" attached hereto.

The SUA contains the terms and conditions regarding the drilling of oil and gas wells and the non-exclusive right to enter upon and use the surface including, but not limited to, drilling and production activities, workovers, well deepenings, recompletions, fracturing and replacement wells along with the access roads thereto and easements associated with flowlines, gathering lines and pipelines. Such roads, flowlines, gathering lines and pipelines may be located outside of the Surface Use Area and will be described in recorded Grants of Easement subsequent to construction.

The terms, covenants and conditions of the SUA shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

The SUA between them may be amended and supplemented from time to time in the future, and any inquiry as to the contents of the SUA should also include an inquiry as to the contents of any and all such amendments and supplements.

This Memorandum is being executed and recorded for the purpose of giving notice to third parties dealing with the Surface Use Area or the Parties to the SUA of the existence of the SUA.

Each of the Parties to the SUA reserves the right to refuse inspection of the SUA to third parties attempting to obtain information for purposes prejudicial to the business interests of the Parties to the SUA or to provide information that is prohibited by the terms of the SUA.

EXECUTED by Operator on the date set out below.

Tekton Energy, LLC, as parent company to Tekton Windsor, LLC


By: Jerry K. Sommer
Title: Chief Executive Officer

Date: March 6, 2012

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 6 day of March, 2012, by Jerry K. Sommer, as Chief Executive Officer of Tekton Energy, LLC, a Delaware limited liability company, Manager of Tekton Windsor, LLC, a Colorado limited liability company, on behalf of such companies.

Witness my hand and official seal.



Notary Public

My Commission Expires: 08/24/2015

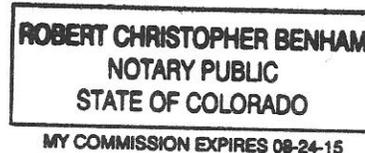


EXHIBIT "A" TO SURFACE USE AGREEMENT

Well Pad Location

(Raindance Area – SE/4SE/4SE/4-30-T6N-R67W)

Approximate Location: Latitude 40 27' 4.10"N, Longitude 104 55' 37.81"W

