

AMENDED SURFACE USE AGREEMENT

(Labue/Pavistma – NW/4 NW/4 SW/4 SECTION 32-T6N-R67W)

THIS AMENDED SURFACE USE AGREEMENT is dated this 14th day of February, 2013, but made effective the 14th 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 VIMA PARTNERS, LLC (hereinafter referred to as "VIMA PARTNERS"), having an office at 1625 Pelican Lakes Point, Suite 201, Windsor, Colorado.

WITNESSETH

WHEREAS, TEKTON and VIMA PARTNERS entered into that certain Surface Use Agreement dated November 14, 2011, covering the surface estate of those certain tracts of land more particularly described on Exhibit "A" attached to said Surface Use Agreement located in Weld County, Colorado (hereinafter referred to as the "Property").

WHEREAS, TEKTON and VIMA PARTNERS desire to enter into an Amended Surface Use Agreement for the purpose of evidencing their mutual understanding and agreement regarding certain modifications to the Surface Use Agreement as more specifically set forth below.

AGREEMENT

A. VIMA PARTNERS owns the surface estate of those certain tracts of land more particularly on Exhibit "A" of the Surface Use Agreement.

B. VIMA PARTNERS 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. VIMA PARTNERS plans to develop the surface of the Property.

D. The Surface Use Agreement and this Amended Surface Use Agreement set forth the parties rights and obligations regarding the relationship between the development of the Property by VIMA PARTNERS 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" to the Surface Use Agreement, known as production pads (the "Pads").

NOW, THEREFORE, for and in consideration of the premises hereto, the keeping and performance of the covenants and agreements hereinafter contained, and for the consideration set forth in the Surface Use Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TEKTON and VIMA PARTNERS intending to be legally bound, agree and amend the Surface Use Agreement as follows:

A. The first sentence of Article 1 of the Surface Use Agreement relating to the Areas Reserved for the Existing Wells and Future Wells is hereby deleted in its entirety and replaced with the following:

VIMA PARTNERS 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 as "Drilling Locations"), such area(s) being depicted on Exhibit "A" and "A-1" attached hereto.

B. This Amended Surface Use Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, successors-in-title, representatives and permitted assigns. In the event of any inconsistency or conflict between the terms of this Amended Surface Use Agreement and of the Surface Use Agreement, the terms of this Amended Surface Use Agreement shall control. The Surface Use Agreement, as amended by this Amended Surface Use Agreement, constitutes and contains the sole and entire agreement of the parties hereto with respect to the subject matter hereof and no prior or contemporaneous oral or written representations or agreements between the parties and relating to the subject matter hereof shall have any legal effect. Except as herein provided, all other terms and conditions of the Surface Use Agreement shall remain unchanged and in full force and effect, and are hereby ratified and confirmed by the parties hereto. The Amended Surface Use Agreement may not be changed, modified, discharged or terminated orally in any manner other than by an agreement in writing signed by TEKTON and VIMA PARTNERS or their respective heirs, representatives, successors and permitted assigns. This Amended Surface Use Agreement may be signed in multiple counterparts, which, when taken together, shall constitute a fully executed and binding original Amended Surface Use Agreement. Signatures of the parties to the Amended Surface Use Agreement via facsimile, email, .pdf, .jpg or .TIFF shall be treated as and have the same binding effect as original signatures hereon.

C. [REDACTED]

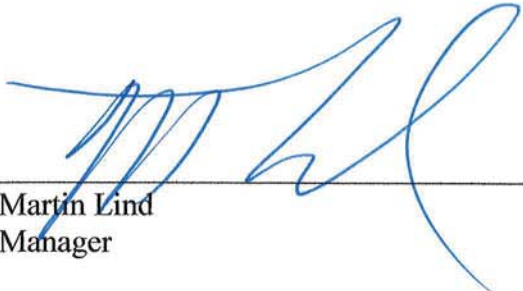
_*

The parties have executed this Agreement effective as of November 14, 2011.

Tekton Windsor, LLC and Tekton Energy, LLC

By: 
Jerry K. Sommer
President and Chief Executive Officer

VIMA PARTNERS, LLC

By: 
Martin Lind
Manager

ACKNOWLEDGMENTS

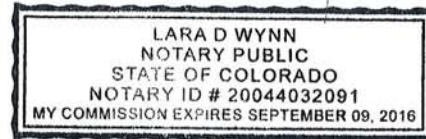
STATE OF COLORADO)
) ss.
COUNTY OF WELD)

April The foregoing instrument was acknowledged before me this 11th day of ~~February~~, 2013, by Jerry K. Sommer as President and Chief Executive Officer of Tekton Energy, LLC, a Delaware limited liability company and Tekton Windsor, LLC, a Colorado limited liability company, on behalf of said companies.

Witness my hand and official seal.


Notary Public

My Commission Expires: 9/9/2016



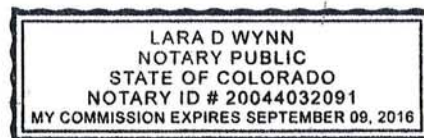
STATE OF COLORADO)
) ss.
COUNTY OF WELD)

April The foregoing instrument was acknowledged before me this 11th day of ~~February~~, 2013, by Martin Lind as Manager of VIMA PARTNERS LLC a Colorado limited liability company, on behalf of said company.

Witness my hand and official seal.


Notary Public

My Commission Expires: 9/9/2016





Lat40°, Inc. 1635 Foxtrail Drive, Suite 325 Loveland, CO 970-776-3321

EXHIBIT "A"
PROPOSED PAVISTMA
(3) WELL PAD

SECTION: 32
TOWNSHIP: 6N
RANGE: 67W
1/4,1/4: NW1/4SW1/4





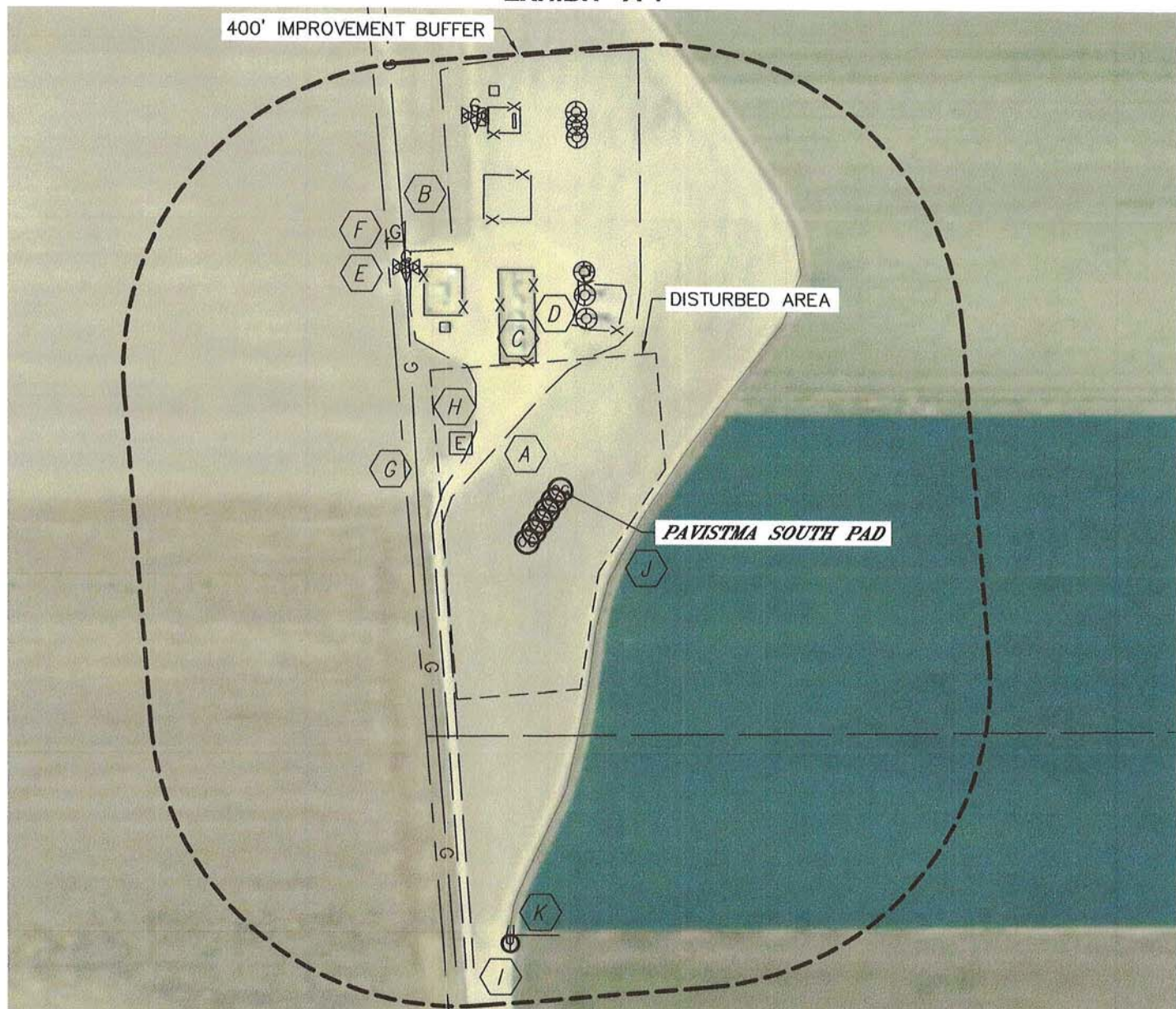
Lat40°, Inc. 1635 Foxtrail Drive, Suite 325 Loveland, CO 970-776-3321

LOCATION DRAWING

Pavistma South Pad

EXHIBIT "A-1"

SECTION: 32
TOWNSHIP: 6N
RANGE: 67W



IMPROVEMENTS:

(MEASURED FROM THE PROPOSED PAVISTMA SOUTH 1 WELL LOCATION)

- | | |
|---|------------------------------------|
| A ACCESS ROAD 99' NW | F GAS MARKER 362' NW |
| B EDGE OF GRAVEL 345' & 566' NW | G GAS LINE 185' W |
| C EX. O&G PRODUCTION EQUIPMENT 170', 214', 356', 468' & 520' N, 251' & 262' NW | H ELECTRIC PEDESTAL 143' NW |
| D EX. O&G WELL PAD 228' & 461' NE | I IRRIGATION PIPE 594' SW |
| E GAS VALVE 354' & 500' NW | J EDGE OF FIELD 111' SE |
| | K DITCH 570' SW, 579' S |



0 200
1"=200'

NEAREST: BUILDING 1280' NE (DWELLING), PUBLIC ROAD 1637' S (CR 62),
ABOVE GROUND UTILITY 1747' S, RAILROAD 5280'+ SE, PROPERTY LINE 200' W

DATE: rev 2/28/2013
PROJECT#: 2011316