

CCOB/BWAB-SOVEREIGN SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT (the "Agreement") is made and entered into this 1st day of July, 2011, by and among **BWAB-SOVEREIGN ENERGY GROUP LLC** ("BWAB-SOVEREIGN"), 475 17th Street, Suite 1390, Denver, Colorado 80202 AND **CCOB OIL INVESTMENTS, LLC**, a Colorado Limited Liability Company; and **MCWHINNEY CCOB LAND INVESTMENTS, LLC**, (together herein referred to as "CCOB") 2725 Rocky Mountain Avenue, Suite 200, Loveland, Colorado 80538.

RECITALS

- A. CCOB is the owner of a mineral lease for approximately 1128 acres, more or less, in that tract of land as described on Exhibit A and depicted on Exhibit B, attached hereto and made a part hereof. This 1128 acre property contained in the mineral lease shall be referred to as the "Property".
- B. CCOB is not the surface owner of the Property described and depicted on Exhibit C, attached hereto and made a part hereof.
- C. The mineral estate in and under the Property is presently subject to valid and subsisting oil and gas leases of record (the "Leases"), interests in which are owned wholly by CCOB .
- D. The leasehold rights owned by CCOB include, among other things, the right of ingress and egress for the purposes of exploration, development, drilling, re-drilling, testing, completion, re-completion, re-entry, deepening, fracturing, re-fracturing, stimulation, reworking, production and maintenance operations associated with oil and gas wells and associated pipelines and production facilities ("Oil and Gas Operations") located on the Property.
- E. CCOB currently operates 6 wells on the Property ("Existing Wells"), but has rights to drill wells on the Property in the future ("Future Wells").
- E. CCOB is a subsidiary of McWhinney CCOB Land Investments, LLC ("Developer") which owns the surface and desires to develop the Property for residential and/or commercial purposes.
- F. Contemporaneous with this Agreement, CCOB is selling to BWAB-SOVEREIGN and BWAB-SOVEREIGN is purchasing from CCOB, all of CCOB's interest in the Wells and the Leases, and is acquiring a new oil and gas lease from CCOB, and the right to drill Future Wells.
- G. CCOB and BWAB-SOVEREIGN enter into this Agreement to provide for the coexistence and joint development of the surface estate and the oil and gas estate for the Property and to delineate the process with which the parties shall comply with respect to the development of the two estates.

NOW THEREFORE, in consideration of the covenants set forth herein and the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. AREAS RESERVED FOR OIL AND GAS OPERATIONS.

1.1. Oil and Gas Operations Area. BWAB-SOVEREIGN shall have the right to undertake all Oil and Gas Operations for Future Wells to be drilled on the Property in the areas identified on Exhibit D as the "Oil and Gas Operations Areas." In order to provide for such and to the extent necessary, CCOB hereby ratifies, consents to and grants to BWAB-SOVEREIGN the full easements, to utilize the area depicted and/or described on Exhibit D for wellsites, and the flowlines, pipeline easements and access roads for such operations. The Oil and Gas Operations Area shall include the surface areas reflected on Exhibit D. BWAB-SOVEREIGN shall have the right conduct drilling operations from locations within the Oil and Gas Operations Area for directional drilling to bottom hole locations under lands adjacent to the Property.

1.2 Well Locations. BWAB-SOVEREIGN shall have the right to drill Future Wells within the Oil and Gas Operations Area, including horizontal and directional wells that produce from and drain both the Property and lands other than the Property; provided that, such lands are validly pooled with all or any portion of the lands included in an oil and gas lease that includes all or any portion of the Property and so long as the well locations are permitted locations under the then applicable well spacing or well location regulations of the COGCC or exceptions to the regulations granted by the COGCC or its Director. As part of the consideration for this Agreement, Developer hereby consents to, waives its rights, and covenants that it will not protest or object to any exception location or application for an exception location by BWAB-SOVEREIGN; provided that, the exception location request or application is consistent with this Agreement.

1.3 Associated Equipment within Oil and Gas Operations Areas. BWAB-SOVEREIGN shall also have the right to locate, relocate, build, repair and maintain tanks, separators, dehydrators, and all other associated oil and gas drilling and production equipment and facilities within the Oil and Gas Operations Area. These facilities shall be as close as is reasonably practicable to the Future Wells in the locations shown on Exhibit D. Compressors, other than wellhead compressors, shall not be located on the Property. All tanks shall be low-profile tanks and placed as low as reasonably possible to minimize unsightly views. Equipment not required for oil and gas production shall not be stored within the Oil and Gas Operations Area. It is the intent that the Oil and Gas Operations Area shall not be a storage yard for miscellaneous oil and gas equipment such as but not limited to: vehicles, trailers, tubing/pipe, portable sheds/shelters, pumping units, tanks, wire, fence parts, etc. BWAB-SOVEREIGN shall not install any sheds, structures or buildings within the Oil and Gas Operations Area unless otherwise approved by CCOB.

1.4 Limitation on Use of the Property. Except for the Oil and Gas Operations Area, pipeline easements and access roads as provided herein and as depicted on Exhibit D, BWAB-SOVEREIGN shall not use or occupy the surface of the Property, except in the event of an emergency, or for necessary incidental and temporary activities.

1.5 Surface Damages Payments. CCOB is actively farming the Property in some of the future Oil and Gas Operations Area. BWAB-SOVEREIGN shall be obligated to pay CCOB surface damage payments for the destruction of crops. Destroyed crop areas shall be payable to CCOB for the amount of \$400 per acre, for each occurrence. BWAB-SOVEREIGN shall not be liable to replant existing crops. BWAB-SOVEREIGN shall however, be responsible for returning the grade to its original condition and replacing all topsoil. BWAB-SOVEREIGN shall

also restore any area destroyed that is not farmland to its original condition or better. The restoration of the Property shall be commenced within 30 days following the first instance at which the Property could be restored upon the removal of the drill rig, completion rig and associated equipment and following the equipping of the well. BWAB-SOVEREIGN shall coordinate with CCOB to optimize when and what is being done for the restoration. It is not the intent for CCOB to make money from the Surface Damage Payment in regards to crop damage. If the land is disturbed between planting and harvesting and the current farming operations are not impacted or disrupted, then no surface damage payment for crop destruction shall be made. This payment and whether the farming operations are disrupted or destroyed is at the sole and absolute discretion of CCOB.

1.6 Exclusive to Oil and Gas Operations. CCOB shall consult with BWAB-SOVEREIGN prior to locating any temporary or permanent buildings, structures or any improvements (including streets, sidewalks, curbs and gutters, detention or retention ponds, irrigation systems, sewage or drainage systems or pathways) of any kind within the Oil and Gas Operations Area; of which consent shall not be unreasonably withheld by BWAB-SOVEREIGN. Notwithstanding anything herein to the contrary, CCOB shall have the right to install and maintain landscaping and soft surface trails in the Oil and Gas Operations Area and pipeline easements; provided, CCOB assumes all responsibility and risk of damage to any such landscaping and trails as a result of BWAB-SOVEREIGN's activities and such landscaping and trails do not interfere, limit or impede BWAB-SOVEREIGN's access or operations. BWAB-SOVEREIGN shall use reasonable, best efforts to minimize damage to such improvements installed by CCOB. Prior to commencing installation of the landscaping and trails, CCOB shall consult with BWAB-SOVEREIGN to ensure that there are no adverse impacts upon BWAB-SOVEREIGN's ability to perform future operations. CCOB shall consult with BWAB-SOVEREIGN if CCOB desires to materially alter or modify the existing grade within the Oil and Gas Operations Area or pipeline easements; of which consent shall not be unreasonably withheld by BWAB-SOVEREIGN

1.7 Waiver of Certain Requirements. CCOB waives all setback requirements in Colorado Oil and Gas Conservation Commission ("COGCC") Rule 603, or any successor rule or amendment to the COGCC setback rules, and 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 BWAB-SOVEREIGN to explore for and produce the oil and gas in accordance with this Agreement. CCOB understands that BWAB-SOVEREIGN may cite the waiver in this Section 1.7 in order to obtain a location requirement exception or variance under COGCC rules or from a local jurisdiction. Developer also agrees that it will not object in any forum to the use by BWAB-SOVEREIGN of the surface of the Property consistent with this Agreement and that it will also provide BWAB-SOVEREIGN with whatever support in writing they may reasonably require to obtain permits from the COGCC or any local jurisdiction.

2. PIPELINES AND FLOWLINES AND PIPELINE RELOCATIONS.

2.1 BWAB-SOVEREIGN currently does not operate any pipelines or flowlines on the Property.

2.2. BWAB-SOVEREIGN shall construct new pipelines within the locations identified on Exhibit D and hereinafter referred to as the "Pipeline Easements."

2.3 Even though current development plans for the Property anticipate that the pipelines shall be located in the Pipeline Easement as shown on Exhibit D, CCOB shall have the right to request that BWAB-SOVEREIGN relocate such pipelines in the future at CCOB's sole cost and expense, and BWAB-SOVEREIGN shall not refuse such reasonable request provided such relocation is feasible and reasonable from a technical and engineering standpoint and complies with all applicable rules and regulations. Any such relocation shall be in accordance with the requirements set forth in Sections 2.3, 2.3.1, 2.3.2 and 2.3.3 of this Agreement. In the event that CCOB requests the relocation of any pipelines, CCOB will grant BWAB-SOVEREIGN new pipeline easements for such relocations and BWAB-SOVEREIGN and CCOB shall abandon some or all of the pipelines then existing and install and construct relocated pipelines ("Relocated Pipelines") with casing sleeves and risers within the new pipeline easements, all in accordance with the following terms and conditions:

2.3.1 Relocation of Pipeline. CCOB shall complete the field staking for the installation of the Relocated Pipelines in the new alignment and at the required depth as provided below after giving written notice to BWAB-SOVEREIGN. The field staking will consist of a marker every fifty (50) feet, marking the desired depth of the Relocated Pipeline. Casing sleeves shall be installed under roadways, curbs, gutters and sidewalks constructed with impermeable materials. The sleeved segments of the Relocated Pipeline may have casing risers at one end of the sleeved segments. Within sixty (60) days after BWAB-SOVEREIGN receives written notice from CCOB that field staking is complete, BWAB-SOVEREIGN will relocate the Pipeline along the routes staked by CCOB in the new pipeline easements. Relocated Pipelines shall be installed to a minimum depth of forty-eight (48) inches below the proposed finished grade of the surface. CCOB will pay to BWAB-SOVEREIGN the actual costs of such relocation.

2.3.2. Removal of Abandoned Pipeline. Upon the completion of construction and installation of the relocated pipelines, BWAB-SOVEREIGN will remove those portions of the pipelines that were replaced and abandoned.

2.3.3 Line Crossings. CCOB shall be permitted to cross all pipelines existing or installed by BWAB-SOVEREIGN with utilities and infrastructure required to develop the surface of the Property. CCOB shall notify BWAB-SOVEREIGN of each such crossing.

2.3.4. Relocation of Production Facilities. While the Agreement contemplates that the production facilities shall be located as identified on Exhibit D, CCOB shall have the right to request that BWAB-SOVEREIGN relocate any production facilities in the future, and BWAB-SOVEREIGN shall not unreasonably refuse such request if CCOB provides a practical substitute location for relocated facilities, and provided further that such relocation is reasonable and feasible from a technical and engineering standpoint and complies with all applicable rules and regulations. CCOB will pay to BWAB-SOVEREIGN the actual costs of such relocation.

2.4. Width of Easements. Pipeline easements shall be fifty (40) feet in width during construction and installation and reduced to twenty (20) feet in width following construction for

operations, maintenance and transportation activities. Flowline easements shall be twenty (20) feet in width for all operations.

2.5. Non-Exclusive Easements. BWAB-SOVEREIGN agrees that Pipeline Easements are non-exclusive and further agree that they will not object to the concurrent use of the Pipeline Easements by other oil and gas operators, Infrastructure and utilities as CCOB may grant from time to time. CCOB shall not permit to be placed, nor shall it place, any utility or infrastructure within ten feet (10') horizontally or two feet (2') vertically of any pipeline of BWAB-SOVEREIGN without the express written consent of BWAB-SOVEREIGN. Roads, sidewalks, curb and gutter, landscaping, etc. would be examples of "Infrastructure."

3. CONSTRUCTION COORDINATION.

Upon commencement by BWAB-SOVEREIGN of construction operations pursuant to section 2 above, CCOB and BWAB-SOVEREIGN shall coordinate schedules for use on the Property that would be likely to interfere with BWAB-SOVEREIGN's obligations and operations pursuant to this Agreement. CCOB and BWAB-SOVEREIGN shall coordinate schedules of each other's operations to limit the likelihood of standby, shutdown or re-mobilization charges that may be incurred by either party.

4. COMPLIANCE WITH REGULATIONS.

BWAB-SOVEREIGN shall conduct their operations in accordance with COGCC rules and regulations and valid and applicable regulations and ordinances of governmental authorities.

5. ACCESS.

5.1 BWAB-SOVEREIGN shall have the right to access the Oil and Gas Operations Area using the routes identified on Exhibit D.

5.2 During CCOB's development of the surface of the Property and thereafter, CCOB shall at all times provide BWAB-SOVEREIGN with continuous, reasonable access to the Oil and Gas Operations Area and Pipeline Easements; provided, however, access routes may change from time to time as surface development progresses. BWAB-SOVEREIGN shall not be responsible for any costs associated with the relocation of access roads and shall not unreasonably refuse such request if CCOB provides a practical substitute access.

5.2 CCOB may install replacement access roads (paved or non-paved) as part of the development of the surface for the Property. CCOB shall construct such roads to a width of at least twenty (20) feet. At such time as CCOB constructs a new access road, CCOB shall keep the portions of the existing access roads that are used by BWAB-SOVEREIGN in good condition and repair until such roads can be abandoned. No party shall unreasonably interfere with the use by the other of an access road.

6. FENCES AND GATES AND IMPACT MITIGATION.

6.1 BWAB-SOVEREIGN shall install and maintain fences, gates and locks reasonably necessary for the security of the future wells and production facilities within the Oil and Gas Operations Area. Such fences, gates and locks shall be installed at the expense of BWAB-SOVEREIGN and maintained at the expense of BWAB-SOVEREIGN and shall be of a type and quality customarily used for such purpose. The fence material may be upgraded at CCOB's option and expense, so long as the upgrade complies with COGCC rules and regulations.

6.2 CCOB shall bear all costs to install such noise and visual impact mitigation measures it desires at or around the Oil and Gas Operations Area that are in excess of or in addition to those measures that are required by COGCC regulations for such areas.

6.3 BWAB-SOVEREIGN shall paint any production facilities for any wells, including wellhead guards, with paint that is approved by the COGCC. The color shall be selected by CCOB.

6.4 BWAB-SOVEREIGN shall maintain all required equipment, fences, gates and locks in good working order.

6.5 BWAB-SOVEREIGN shall provide keys and or combinations to CCOB for all gates accessing the surrounding properties.

7. **NOTICE OF FUTURE OPERATIONS.** BWAB-SOVEREIGN shall provide prior written notice to CCOB in advance of drilling and production operations within the Oil and Gas Operations Area in accordance with COGCC rules and regulations; provided, however, BWAB-SOVEREIGN shall have immediate access in the event of an emergency.

8. **FUTURE OPERATIONS.** Once drilling operations are commenced, BWAB-SOVEREIGN shall make all reasonable efforts to pursue oil and gas drilling operations in a diligent manner so as to minimize the total time period on location and to avoid rig relocations or startup delays during the course of drilling.

10. GOVERNMENTAL PROCEEDINGS.

10.1 CCOB agrees that it will not directly or indirectly oppose or encourage opposition to the use by BWAB-SOVEREIGN of the surface of the Property consistent with this Agreement and hereby waives any such right to object. CCOB further agrees that it will provide such other written approvals and waivers that are requested by BWAB-SOVEREIGN consistent with this Agreement, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any rule or regulation, including any local, county or municipal ordinances, rules or regulations, and regulations of the COGCC, and including, for example, waivers to state and local setback requirements from a surface property line or for an exception location. CCOB further waives any rights it has to require or request a

surface inspection for wells proposed to be drilled on the Property for the purpose of requesting that conditions be attached to a permit to drill the well.

10.2 BWAB-SOVEREIGN shall not directly or indirectly oppose or encourage opposition to CCOB in any agency, administrative, or other governing body proceedings, relating to CCOB's operations on and development of the Property.

11. LIMITATION OF LIABILITY, RELEASE AND INDEMNITY.

11.1 NO PARTY SHALL BE LIABLE FOR, OR BE REQUIRED TO PAY FOR, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES TO ANY OTHER PARTY FOR ACTIVITIES UNDERTAKEN WITHIN THE SCOPE OF THIS AGREEMENT.

11.2 Each party shall be and remain responsible for all liability for 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, including each such parties' employees, agents, contractors, sub-contractors or other invitees on the Property, no matter when asserted, subject to applicable statutes of limitations. Each such party shall release, defend, indemnify and hold harmless against all such Claims that arise from its negligence and willful misconduct. 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.

12. **REPRESENTATIONS.** Each party represents that it has the full right and authority to enter into this Agreement, and CCOB specifically confirms its capacity to validly execute the rights of way and easements provided for herein. CCOB represents that it owns certain oil and gas leasehold interests for the Property or portions thereof. BWAB-SOVEREIGN represents, and specifically asserts, that it does not have the right to bind any other oil and gas leasehold interest owner, mineral owner, lessee or assignee for the Property.

13. **SUCCESSORS AND ASSIGNS.** 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. This Agreement and all of the covenants herein shall be covenants running with the land.

14. **NOTICES.** Any notice or other communication required or permitted under this Agreement shall be given in writing either by: i) personal delivery; ii) expedited delivery service with proof of delivery; iii) United States Mail, postage prepaid, and registered or certified mail with return receipt requested; or iv) prepaid telecopy or fax, the receipt of which shall be acknowledged, addressed as follows:

If to BWAB-SOVEREIGN:

BWAB-SOVEREIGN Energy Group LLC
475 Seventeenth Street, Suite 1390
Denver, Colorado 80202
Attention: Thomas S. Metzger

FAX (303) 297-9075

If to CCOB:

CCOB Oil Investments, LLC
c/o McWhinney
2725 Rocky Mountain Avenue, Suite 200
Loveland, Colorado 80538
Attention: Jay Hardy
FAX (970) 635-3003

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

15. RECORDING. Within fifteen (15) days of the Effective Date, CCOB shall record a Memorandum of Agreement (in the form attached as Exhibit E), giving notice of this Agreement in the real property records of The City and County of Broomfield, Colorado. CCOB shall provide BWAB-SOVEREIGN with a copy thereof showing the recording information as soon as practicable thereafter.

16. 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.

17. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding among the parties 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.

18. HEADINGS. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

19. CONSTRUCTION. The parties have participated jointly in the negotiating and drafting of this Agreement. In the event ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including, without limitation.

20. NON-WAIVER. Waiver by either party or of the failure of any party to insist upon the strict performance of any provision of this Agreement shall not constitute a waiver of the right or prevent any such party from requiring the strict performance of any provision in the future.

21. SEVERABILITY. Any covenant, condition or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Agreement, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice a party in its rights and obliga-

tions contained in valid covenants, conditions or provisions. In the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

22. **FORCE MAJEURE.** In the event any party is rendered unable, by an event of Force Majeure (defined below) to perform, wholly or in part, any obligation set forth in this Agreement, other than the obligation to pay money, then the performance by the affected party will be suspended during the continuance of such event of Force Majeure. The party experiencing an event of Force Majeure will provide reasonable notice to the other party as soon as possible with all reasonable dispatch. As used herein, the term "Force Majeure" shall mean any act of God, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, severe weather, floods, washouts, arrests and restraints of the federal, state or local government, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, delay in securing environmental approvals, the inability to obtain necessary supplies, material, equipment, machinery or labor and any other causes, whether of the kind herein enumerated or otherwise not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

23. **NO JOINT VENTURE.** This Agreement is not intended to, nor shall it be interpreted to create a joint venture, partnership or any other relationship between or among any of the parties.

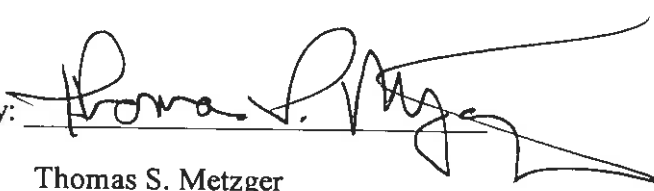
24. **EFFECTIVE DATE.** This Agreement shall become effective (the "Effective Date") upon the execution of this Agreement by all parties hereto.

25. **COUNTERPARTS.** This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

The parties have executed this Agreement on the dates set forth in the acknowledgements, but to be effective on the date identified in section 24.

BWAB-SOVEREIGN ENERGY GROUP LLC

By: _____

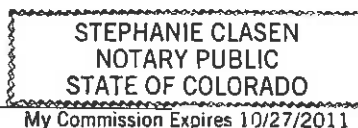

Thomas S. Metzger
Manager

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15th DAY OF August, 2011, BY THOMAS S. METZGER, AS MANAGER OF BWAB-SOVEREIGN ENERGY GROUP LLC, A COLORADO LIMITED LIABILITY COMPANY.

Witness my hand and official seal.

My Commission Expires: _____





Notary Public

CCOB OIL INVESTMENTS, LLC,
A Colorado limited liability company

By: McWhinney Real Estate Services,
Inc., a Colorado corporation,
Manager

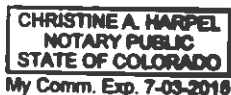
By: 
Jay Hardy
Vice President of Community Development

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 16th day of August, 2011, by Jay Hardy as Vice President of Community Development of McWhinney Real Estate Services, Inc., a Colorado corporation, as Manager of CCOB Oil Investments, LLC, a Colorado limited liability company.

Witness my hand and official seal.


My Commission Expires: July 3rd, 2015



Christine A. Harpel
Notary Public

McWhinney CCOB Land Investments,
LLC,
A Colorado limited liability company

By: McWhinney Real Estate Services,
Inc., a Colorado corporation,
Manager

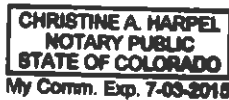
By 
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Vice President of Community Development

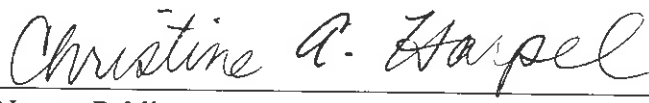
STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 16th day of August, 2011, by Jay Hardy as Vice President of Community Development of McWhinney Real Estate Services, Inc., a Colorado corporation, as Manager of McWhinney CCOB Land Investments, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission Expires: July 3rd, 2015




Notary Public

CCOB-BWAB-SOVEREIGN SURFACE USE AGREEMENT

Exhibit A

Description of "Property"

Parcels of land lying in Sections 3, 4, 5, 8, 9 & 10, Township 1 South, Range 68 West of the 6th Principal Meridian, City and County of Broomfield, State of Colorado, being more particularly described as follows:

Lot 1, Block 1, McWhinney Broomfield Filing No. 1;
Lot 1, Block 1, McWhinney Broomfield Filing No. 2;
Lot 1, Block 1, McWhinney Broomfield Filing No. 3;
Lot 1, Block 1 and Lot 2, Block 1, McWhinney Broomfield Filing No. 4;
Lot 1, Block 1 and Lot 2, Block 1, Anthem Filing No. 5, Replat "A";
Lot 1, Block 1, Preble Creek Filing No. 1, Replat "B";
Lot 1, Block 1, Lot 2, Block 1, Lot 3, Block 1 and Lot 5, Block 1, North Park Filing No. 1;
Lot 1, Block 1, Lot 2, Block 1, Lot 1, Block 2 and Lot 2, Block 2, North Park Filing No. 2;
Lot 1, Block 1, Lot 2, Block 1, Lot 1, Block 2 and Lot 1, Block 3, North Park Filing No. 3;
Lot 1, Block 1 and Lot 1, Block 2 North Park Filing No. 4;
Lot 2, Block 1 and Outlot 1, United Power Parkway Substation Filing No. 1;
Outlot 10, Preble Creek Filing No. 1.