

ADDENDUM AND SURFACE DAMAGE AGREEMENT

THIS ADDENDUM AND SURFACE DAMAGE AGREEMENT made and entered into this 5th day of June, 2009, is by and between Fortune 1 LLC, a Washington Limited Liability Company, whose address is c/o Wilton W. Cogswell, III, 111 S. Tejon Street, Suite 701, Colorado Springs, CO 80903 (hereinafter referred to as "Grantor") and Timberlake Management Corporation, a Colorado Corporation, whose address is 1675 Larimer St., Suite 600, Denver, CO 80202 (hereinafter referred to as "Grantee").

NOW THEREFORE, for good and sufficient mutual consideration, receipt of which is hereby acknowledged, Grantor and Grantee agree to the Addendum and Surface Damage Agreement, covering the "lands" in Huerfano County, Colorado, as follows:

Township 25 South, Range 70 West, 6th P.M.

Section 32: E2NE

Section 33: SWNE, S2NW, E2SW, SE

Township 26 South, Range 70 West, 6th P.M.

Section 3: W2SW

Section 4: Lot 1 (49.19), E2SE

Section 8: W2NE, SENE, S2SW, SE

Section 9: SWNE, S2NW, S2

Section 10: SWNE, S2

Section 11: W2SW

Section 14: NWNW

Section 15: N2NW, N2NE

Section 17: N2NE, S2SE

Section 31: Lots 1 (41.93), Lot 2 (43.03), Lot 3 (44.14),

Lot 4 (45.25) less a tract of 3.36 acs

Township 27 South, Range 71 West, 6th P.M.

Section 1: Lot 1 (40.02), Lot 3 (40.08), Lot 4 (40.10), S2NW,
S2NE, NESW, N2SE

Containing 2,820.38 acres, more or less

1. Grantee shall not locate any wellsite roads, or conduct any surface operations without first coming to a mutual agreement, memorialized in writing, with Grantor. Grantor shall not unreasonably withhold agreement and refuse access to each spacing unit. Spacing units shall be no less than 320 acres in size.
2. Grantee shall pay Grantor (and any tenants of Grantor) for any damages to crops, land, cattle, trees, gates, roads, livestock, buildings, fences, tanks, water wells, or any other property or improvements caused by or resulting from Grantee's operations on the premises on a reasonable and fair market basis.
3. If Grantee is engaged in drilling operations on the lease premises at the end of the primary term, this lease shall not terminate if Lessee conducts a program of continuous drilling, allowing no more than 180 days to elapse between the completion of one well and the commencement of operations for the next succeeding well. If Grantee is not actually drilling on the lease premises at the end of the primary term, but the Lease is maintained in force and effect, then within 180 days after the expiration of the primary term, Grantee shall commence to conduct a continuous drilling program allowing no more than 180 days to elapse between the completion of one well and the commencement of operations for the next succeeding well. For the purposes of this continuous development provision, "commencement of operations" shall be presumed to be the date Grantee commences actual drilling.
4. No roads, pipelines, production facilities, tank battery, or structures for production on lands other than those covered by the Grantor's lease shall be placed upon the subject lands without the Grantor's prior written agreement.
5. No coalbed methane drilling activity shall occur on the subject property without express prior written consent of the Grantor.
6. All pipelines are to be buried at least 30 inches below the surface.
7. No seismic activity shall occur on the subject land without the express written approval of the Grantor.

- 8. Grantee agrees that any well shut-in shall be limited to no more than two years and that shut-in payment shall be \$3.00 per net mineral acre.
- 9 Grantee shall be responsible at all times for weed control on locations where operations are conducted. Grantee shall not be required to line drilling pits on locations, however Grantee shall at all times maintain pits in accordance with provisions of the COGCC. Grantee shall be required to maintain all operations on locations hereon, in accordance with the provisions and requirements of the COGCC. Should Grantee's operations not be in compliance and not be remedied within a reasonable time, Grantee may be subject to fines and other enforcement methods as determined by COGCC.

The terms contained herein shall be held in strictest confidence and shall not be disclosed by Grantor or Grantee at any time.

By execution of this Addendum and Surface Damage Agreement, the Grantee and Grantor agree that they have agreed to the terms hereof and that they intend to honor and ratify the terms of the Agreement hereof.

AGREED to and ACCEPTED this 22nd day of June, 2009.

Signed for Identification:

Fortune LLC, a Washington Limited Liability Company

By: Wilton W. Cogswell, III
Wilton W. Cogswell, III

Title: Assistant Manager

TIMBERLAKE MANAGEMENT CORPORATION

By: _____

Print Name: _____

AMENDMENT
TO ADDENDUM AND SURFACE DAMAGE AGREEMENT
attached to and made a part of that certain OIL and GAS LEASE, dated June 5, 2009, between
Fortune I, LLC and Timberlake Management Corporation

The sentence "Spacing units shall be no less than 320 acres in size." is hereby removed from Paragraph 1.

Paragraph 1 shall read:

"Grantee shall not locate any wellsite roads, or conduct any surface operations without first coming to a mutual agreement, memorialized in writing, with Grantor. Grantor shall not unreasonably withhold agreement and refuse access to each spacing unit."

AGREED to and ACCEPTED this 25th day of January, 2011.

Fortune I, LLC, a Washington Limited Liability Company

By: *William W. Cogswell*

Title: *Assistant Manager*

Presco, Inc, a Delaware Corporation

By: *Richard K. Ellis*

Title: *Agent*

PRODUCERS 88-PAID UP
Rev. 5-60 No. 2
NE 94 OG

LEI-2000-3

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 5th day of June, 2009, by and between Fortune 1, LLC, a Washington Limited Liability Company, whose post office address is c/o Wilton W. Cogswell, III, 111 S. Tejon Street, Suite 701, Colorado Springs, CO 80903 hereinafter called Lessor (whether one or more), and Timberlake Management Corporation, whose post office address is 1675 Larimer Street, Suite 600, Denver, CO 80202, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and More (\$10.00+) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas, to include coalbed methane gas, of whatsoever nature or kind, together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by Lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas (including dewatering of coalbed gas wells), and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Huerfano, State of Colorado, described as follows, to-wit:

See attached Exhibit "A"

This lease is subject to an unrecorded "Addendum and Surface Damage Agreement"

In addition to the lands described above, Lessor hereby grants, leases and lets exclusively unto Lessee, to the same extent as if specifically described, lands which are owned or claimed by Lessor by one of the following reasons: (1) all lands and rights acquired or retained by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

For purposes of payment of rentals and royalties, Lessor and Lessee agree that the lease shall be treated as covering 2,820.38 acres, whatever more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling, re-working or dewatering operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-sixth (1/6) part of all oil produced and saved from the leased premises.

2nd. The Lessee shall pay Lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-sixth (1/6) of the gas sold or used, provided that on gas sold the royalty shall be one-sixth (1/6) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by Lessee and a gas purchaser for such term and under such conditions as are customary in the industry at the location where the well is located. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-sixth (1/6) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. If, at the expiration of the primary term or at any time or times thereafter there is any well on the leased premises either capable of producing oil or gas or subject to dewatering operations, then this lease shall not terminate so long as such well is shut in or such dewatering operations continue. For each such well, Lessee shall pay or tender to Lessor or Lessor's successor or assigns One Dollar per year per net mineral acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease during next ensuing after the expiration of ninety (90) days from the date such well is shut in or dewatering commences and thereafter on or before the anniversary date of this lease during the period such well is shut in or is in a dewatering phase. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render Lessee liable for the amount due but it shall not operate to terminate the lease.

5. If said Lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipeline below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of the Lessor and Lessee hereunder may be assigned in whole or in part. No change of ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformulated to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformulation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations of drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres allocated to such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool or combine all or any part of the above described lands as to one or more of the formations in such unit. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan development or operation approved by any governmental agency and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of such plan or agreement, and shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalty payments to be made hereunder to Lessor, be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. When drilling, production or other operations are delayed, interrupted or stopped by lack of water, labor, material, inability to obtain access to leased premises, fire, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport or furnish facilities for transportation of any product produced hereunder, lack of available or satisfactory market, in Lessee's opinion, for the oil or gas produced, or as a result of an order of any governmental agency, (including but not limited to orders restricting production) or as a result of any cause beyond the control of Lessee, the time of such delay, interruption or stoppage shall not be counted against the Lessee under any provision of this lease, and this lease shall not terminate by reason of any such delay, interruption or stoppage, and period of such delay, interruption or stoppage shall be added to the term of this lease.

16. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

17. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and Lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Fortune 1, LLC, a Washington Limited Liability Company

By: Wilton W. Cogswell, III
Wilton W. Cogswell, III
Title: Assistant Manager

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ }SS

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2009, personally appeared _____, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: _____
Notary Public
Address _____

ACKNOWLEDGMENT-CORPORATE

STATE OF COLORADO }
COUNTY OF EL PASO }SS

On this 22nd day of June, A.D. 2009, before me personally appeared Wilton W. Cogswell, III who, being by me duly sworn, did say that he is the Assistant Manager of Fortune 1, LLC, a Washington Limited Liability Company, that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Wilton W. Cogswell, III acknowledged said instrument to be his free act and deed of said corporation.

Witness my hand and seal this 22nd day of June, A.D. 2009.
My Commission Expires: 11-22-2012
Margaret Ann LeVon
Notary Public Margaret Ann LeVon
Address 111 S. Tejon, Ste. 701, Colo Spgs, CO 80903

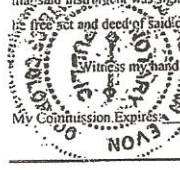


Exhibit "A"

This Exhibit "A" is attached to and made a part of that certain Oil and Gas Lease dated June 5, 2009, by and between Fortune 1, LLC, a Washington Limited Liability Company, LESSOR, and Timberlake Management Corporation, LESSEE, covering lands in Huerfano County, Colorado, as follows.

Township 25 South, Range 70 West, 6th P.M.

Section 32: E2NE

Section 33: SWNE, S2NW, E2SW, SE

Township 26 South, Range 70 West, 6th P.M.

Section 3: W2SW

Section 4: Lot 1 (49.19), E2SE

Section 8: W2NE, SENE, S2SW, SE

Section 9: SWNE, S2NW, S2

Section 10: SWNE, S2

Section 11: W2SW

Section 14: NWNW

Section 15: N2NW, N2NE

Section 17: N2NE, S2SE

Section 31: Lots 1 (41.93), Lot 2 (43.03), Lot 3 (44.14),
Lot 4 (45.25) less a tract of 3.36 acres

Township 27 South, Range 71 West, 6th P.M.


Section 1: Lot 1 (40.02), Lot 3 (40.08), Lot 4 (40.10), S2NW,
S2NE, NESW, N2SE

Containing 2,820.38 acres, more or less

Signed for Identification:

Fortune 1, LLC, a Washington Limited Liability Company

By:


Wilton W. Cogswell, III

Title: Assistant Manager



Shell Exploration & Production

*Shell Upstream Americas
Land & Contracts
P.O. Box 576
Houston, TX 77001-0576
281-544-5758*

VIA CERTIFIED MAIL
RETURN RECEIPT

5/4/2012

Surface Owner

Fortune 1, LLC
111 S. Tejon St.
Suite 701
Colorado Springs, CO 80903

RE: Landowner Notice Letter

Fortune 4-9
T26S-R70W, Sec. 9:
NW4SE4

Dear Landowners:

SWEPI LP intends to permit and drill the above referenced oil and gas well, to be located as described above, on property which you own or on property which is located within ¼ mile (1320 feet) of property you own. The above referenced location is subject to an oil and gas lease owned by SWEPI LP and the rules of the Colorado Oil and Gas Conservation Commission (COGCC).

The purpose of this letter is to provide you notice as required by Huerfano County Oil & Gas Regulations (8.22.26).

SWEPI LP will submit an application to Huerfano County for approval of a minor facility approximately 10 days, but no less than 10 days, from the date of this notice. Additional information on the application will be available from the county staff within 10 working days of the submittal of the application. The following information is also enclosed for your reference:

- A list of major equipment components to be used in conjunction with drilling and operating the well, including all tanks, pits, flares, combustion equipment, separators, and other ancillary equipment and a description of any pipelines for oil, gas, or water.
- A description of the facility site location including a legal description.
- A surface tract map showing a ¼ mile radius around the proposed well site.

- A vicinity or U.S. Geological Survey topographic map showing the access road from the highway or county road providing access to the proposed oil and gas location.
- Huerfano County and COGCC contact information

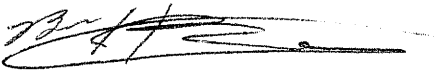
To request notice of the commencement of construction and drilling operations please contact SWEPI LP at the address listed above and the county staff in writing. Written notice will be provided to landowners no less than 10 days prior to the commencement of operations.

For the purpose of implementing and enforcing the county's oil and gas regulations, county personnel may, from time to time, need to enter onto property which is the subject of a minor or major facility application.

If the surface owner has any questions pertaining to SWEPI LP's intent to drill and operate an oil and gas well on or near surface owner's property, please contact Brazos Hochman, Rockies Landman at 281-544-5758 or in the office listed above.

We are looking forward to a mutually beneficial working relationship with you.

Sincerely,
SWEPI LP



Brazos Hochman
Rockies Landman

Enclosures

Fortune 4-9 Well Site

Description of the Facility Site Location/Legal Description

The proposed well site is located in the NW ¼ SE ¼ of Section 9, T26S, R70W, 6th P.M., Huerfano County, Colorado at latitude 37.801253, longitude -105.223147. The proposed site is off of Highway 69 and is located approximately 67.2 miles from the town of Pueblo, CO. The pad will disturb approximately 5.2 acres during construction and drilling. Proposed access to the pad off of Highway 69 will be 1,057' and will disturb approximately 0.7 acres. Once production occurs the pad will be reclaimed back to 1.2 acres.

Vicinity Maps

Refer to the attached *Location Drawing* which shows, from the proposed well head location, major geographic features include,

- 230' northeast to the nearest surface water, a stock well
- 953' north to the nearest existing road, Highway #69
- 1753' north/northwest to the nearest above ground utility, a power line
- 2076' northwest to the nearest property line
- 19.56 miles south/southeast to the nearest railroad
- 5343' to the nearest building
- There are no existing pipelines within one mile radius

Driving directions are to proceed in a southerly direction from Pueblo, CO along Interstate-25 approximately 40.7 miles to the junction of this and County Road 610 to the southwest; turn right and proceed in a southwesterly direction approximately 2.5 miles to the junction of this road and Highway 69 to the northwest; turn right and proceed in a northwesterly, then northerly, then northwesterly direction approximately 23.8 miles to the beginning of the proposed access road to the south; follow road flags in a southerly, then southeasterly direction approximately 1,057' to the proposed location. Total distance from Pueblo, CO to the proposed well location is approximately 67.2 miles. Please refer to the attached *Access Road Maps* which show these roads.

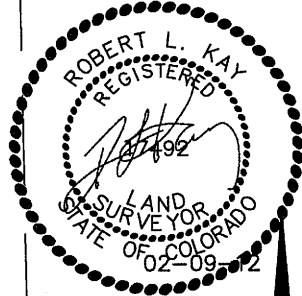
Description of Facilities and Equipment Onsite when Operational

The facilities and equipment proposed for production includes separators, a pump jack, electric generators, oil tanks, fuel tanks, water tanks, a VOC combustor, and a glycol heat trace heater.

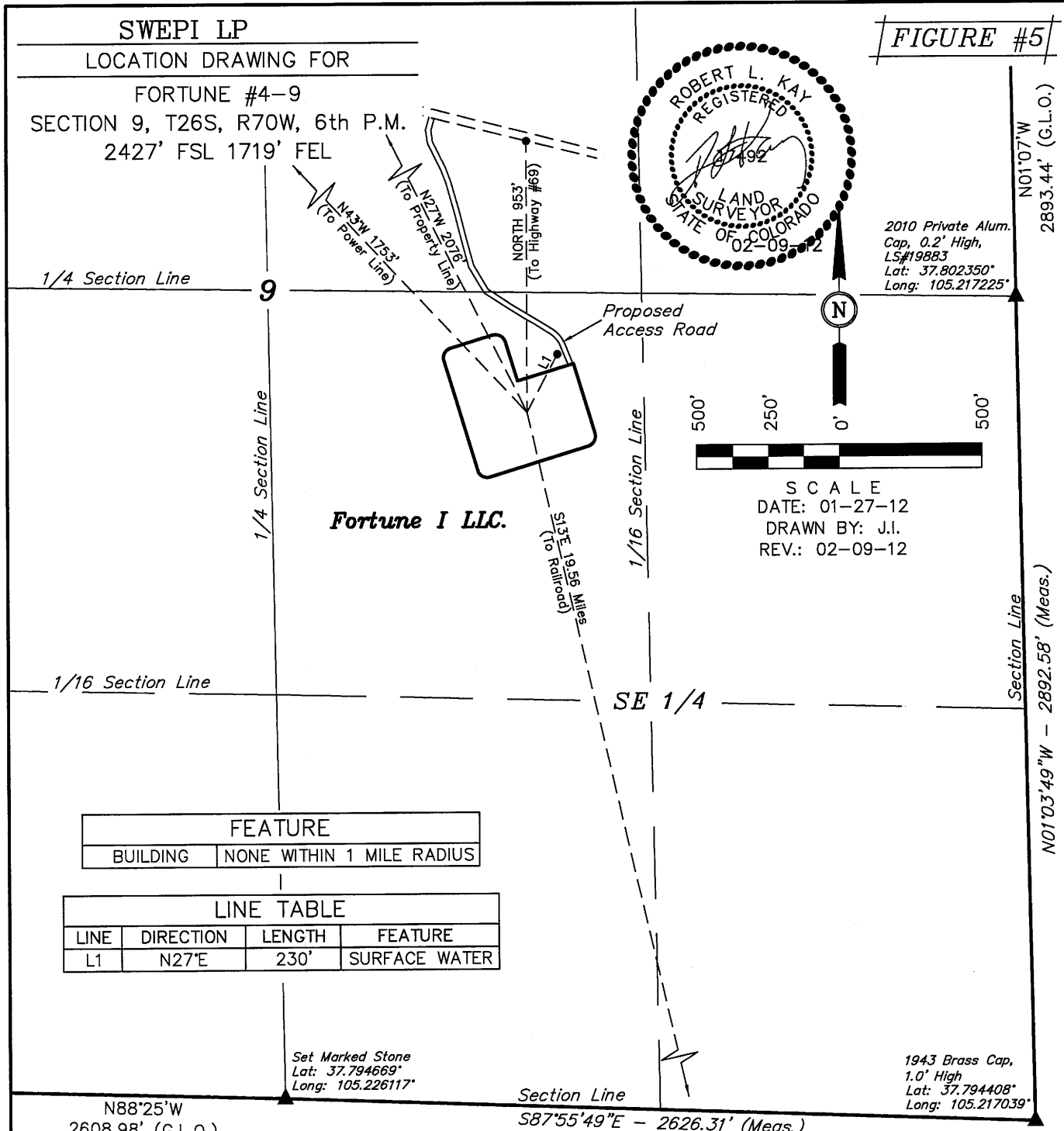
SWEPI LP
LOCATION DRAWING FOR

FIGURE #5

FORTUNE #4-9
SECTION 9, T26S, R70W, 6th P.M.
2427' FSL 1719' FEL



2010 Private Alum.
 Cap, 0.2' High,
 LS#19883
 Lat: 37.802350°
 Long: 105.217225°



FEATURE	
BUILDING	NONE WITHIN 1 MILE RADIUS

LINE TABLE			
LINE	DIRECTION	LENGTH	FEATURE
L1	N27°E	230'	SURFACE WATER

Set Marked Stone
 Lat: 37.794669°
 Long: 105.226117°

1943 Brass Cap,
 1.0' High
 Lat: 37.794408°
 Long: 105.217039°

N88°25'W
 2608.98' (G.L.O.)

Section Line
 S87°55'49"E - 2626.31' (Meas.)

N01°07'W
 2893.44' (G.L.O.)

 Section Line
 N01°03'49"W - 2892.58' (Meas.)

PLANT COMMUNITY	
<input type="checkbox"/>	DISTURBED GRASSLAND
<input type="checkbox"/>	NATIVE GRASSLAND
<input type="checkbox"/>	SHRUB LAND
<input type="checkbox"/>	PLAINS RIPARIAN
<input type="checkbox"/>	MOUNTAIN RIPARIAN
<input type="checkbox"/>	FOREST LAND
<input type="checkbox"/>	WETLANDS AQUATIC
<input type="checkbox"/>	ALPINE
<input type="checkbox"/>	OTHER (Describe): _____

CURRENT LAND USE	
CROP LAND:	<input type="checkbox"/> IRRIGATED <input type="checkbox"/> DRY LAND <input type="checkbox"/> IMPROVED PASTURE <input type="checkbox"/> HAY MEADOW <input type="checkbox"/> CRP
NON-CROP LAND:	<input type="checkbox"/> RANGELAND <input type="checkbox"/> TIMBER <input type="checkbox"/> RECREATIONAL <input type="checkbox"/> OTHER (Describe)
SUBDIVIDED:	<input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL

FUTURE LAND USE	
CROP LAND:	<input type="checkbox"/> IRRIGATED <input type="checkbox"/> DRY LAND <input type="checkbox"/> IMPROVED PASTURE <input type="checkbox"/> HAY MEADOW <input type="checkbox"/> CRP
NON-CROP LAND:	<input type="checkbox"/> RANGELAND <input type="checkbox"/> TIMBER <input type="checkbox"/> RECREATIONAL <input type="checkbox"/> OTHER (Describe)
SUBDIVIDED:	<input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL



37°48'30"N

37°48'0"N

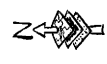
37°47'30"N

- Surface Location

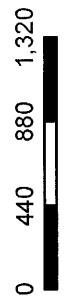


1320' Buffer

NAD_1927_StatePlane_Colorado_South_FIPS_0503
 Lambert_Conformal_Conic
 False_Easting: 2000000.000000
 False_Northing: 0.000000
 Central_Meridian: -105.500000
 Standard_Parallel_1: 37.233333
 Standard_Parallel_2: 38.433333
 Latitude_Of_Origin: 36.666667



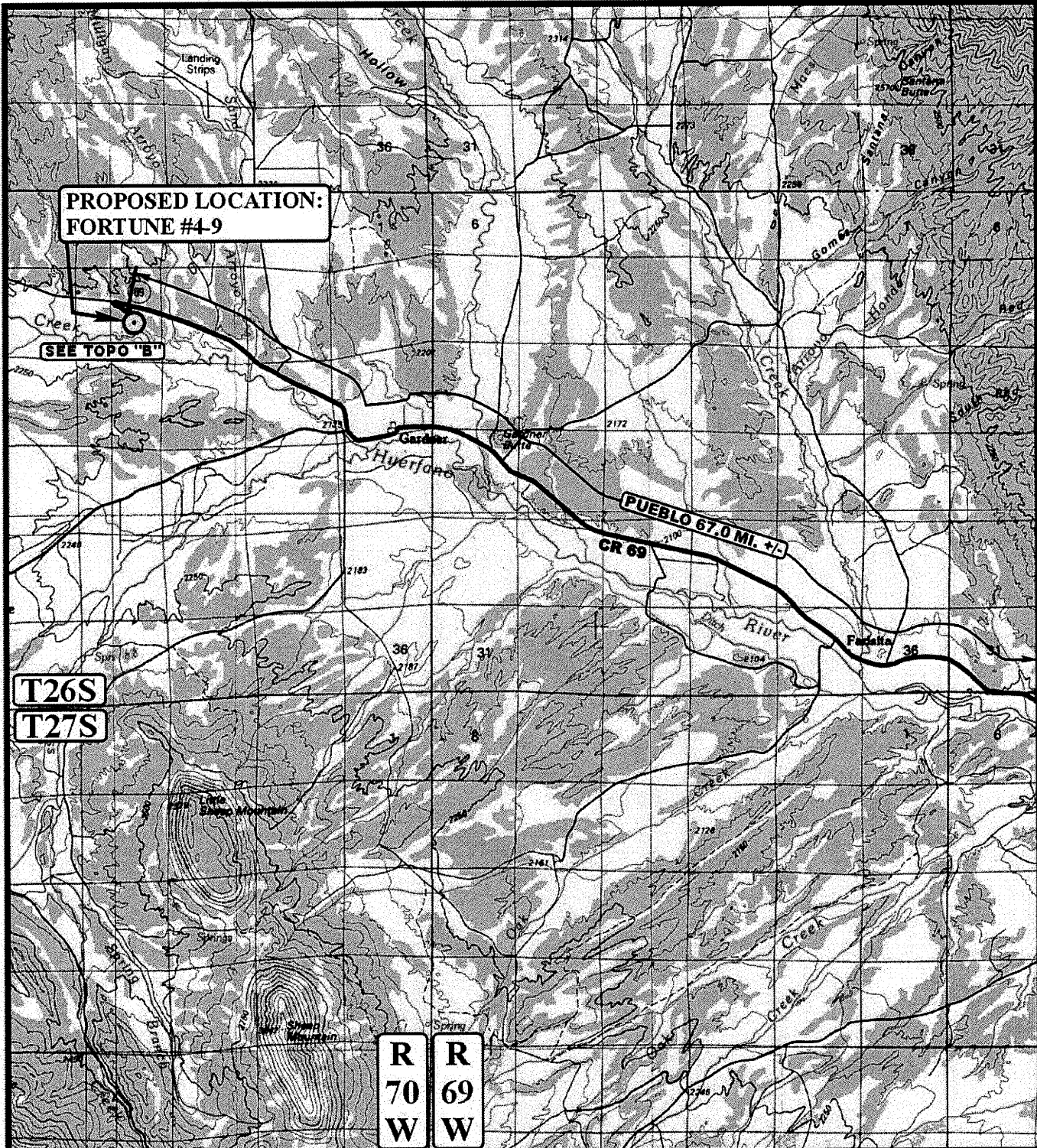
Scale = 1:12,000



Feet

EXHIBIT A	
FORTUNE 4-9	
MINERAL LEASE MAP	
HUERFANO COUNTY, COLORADO	
5/3/2012	ESB
Brazos Hochman	

G:\330_Project\United_States\PennPlay\Sasquatch\Maps\EB_freeman_3_24.mxd



**PROPOSED LOCATION:
FORTUNE #4-9**

SEE TOPO "B"

**T26S
T27S**

**R 70 W
R 69 W**

LEGEND:

⊗ PROPOSED LOCATION



SWEPI LP

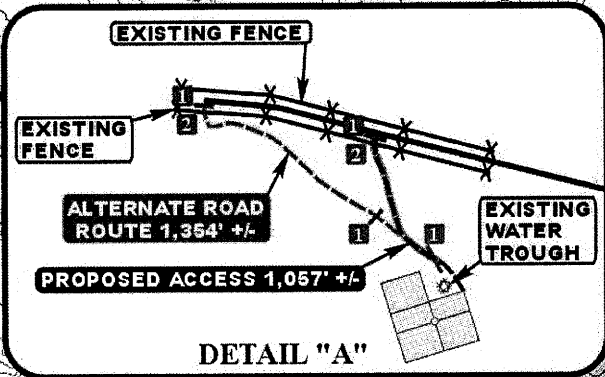
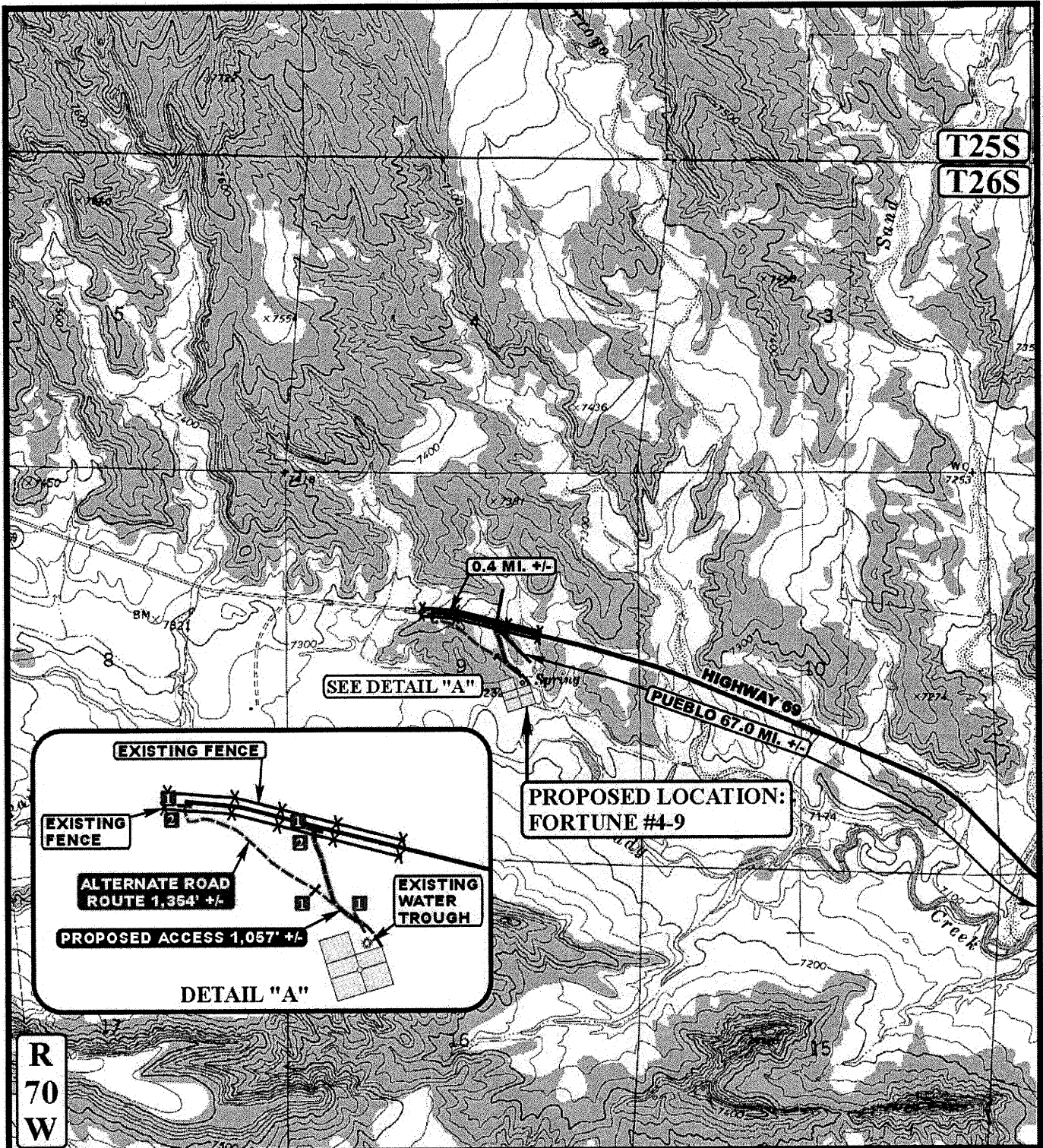
**FORTUNE #4-9
SECTION 9, T26S, R70W, 6th P.M.
2427' FSL 1719' FEL**

UES Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

**ACCESS ROAD
MAP**
SCALE: 1:100,000 DRAWN BY: C.I. REVISED: 02-09-12

01 27 12
MONTH DAY YEAR

**A
TOPO**



R
70
W

LEGEND:

- EXISTING ROAD
- - - - - PROPOSED ACCESS ROAD
- - - - - ALTERNATE ROAD
- * * * * * EXISTING FENCE
- 1 18" CMP REQUIRED 2 UPGRADE CATTLE GUARD



SWEPI LP

FORTUNE #4-9
SECTION 9, T26S, R70W, 6th P.M.
2427' FSL 1719' FEL



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ACCESS ROAD
 MAP

01	27	12
MONTH	DAY	YEAR

B
TOPO

SCALE: 1" = 2000' DRAWN BY: C.I. REVISED: 02-09-12

CONTACT INFORMATION

COGCC:

1120 Lincoln St.
Suite 801
Denver, CO 80203
303-894-2100
cogcc.state.co.us

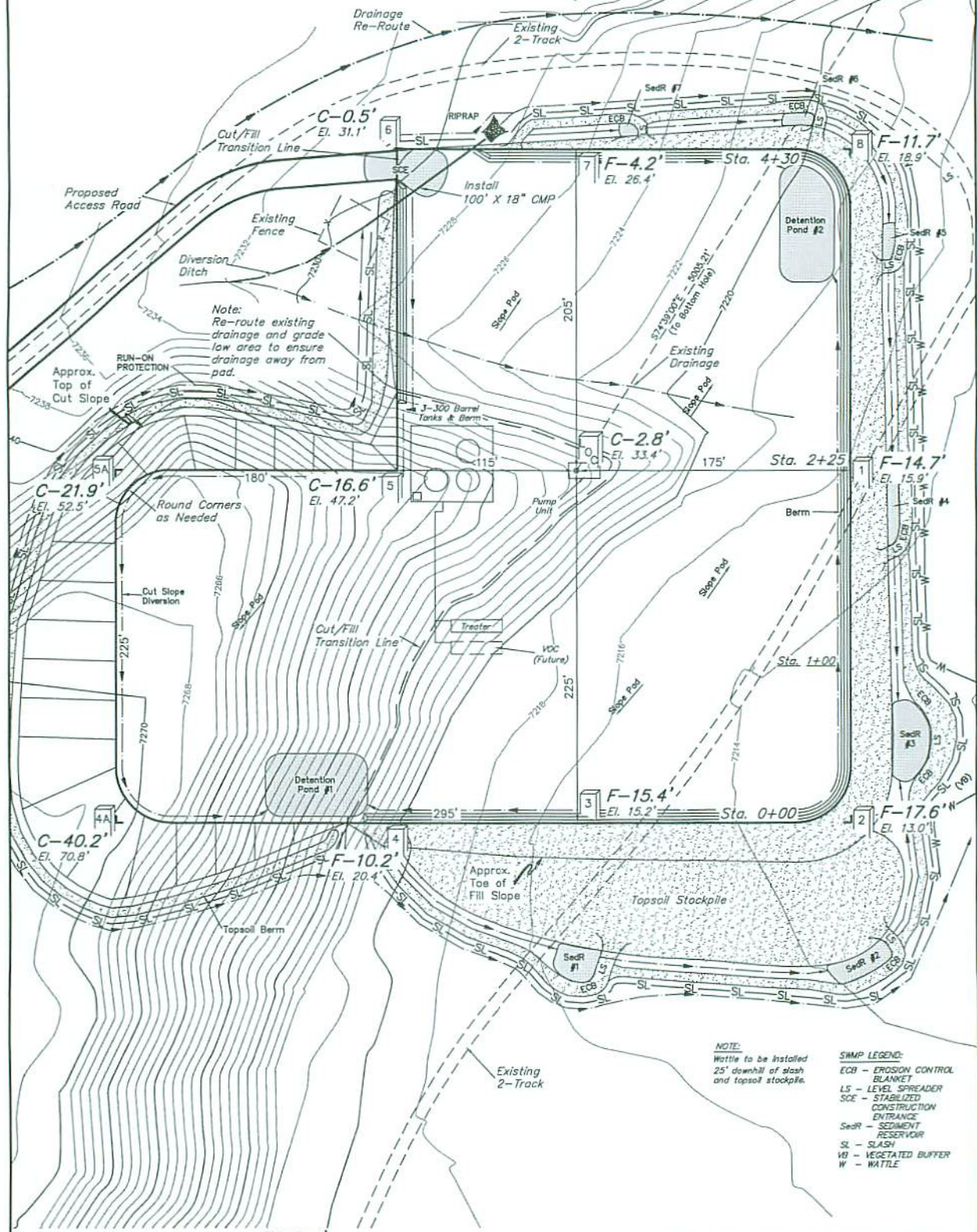
Huerfano County:

401 Main St.
Walsenburg, CO 81089
719-783-2370
huerfano.us

SWEPI LP
CONSTRUCTION LAYOUT FOR
FORTUNE #4-9
SECTION 9, T26S, R70W, 6th P.M.
2427' FSL 1719' FEL

FIGURE #1

SCALE: 1" = 60'
 DATE: 01-27-12
 DRAWN BY: J.I.
 REV.: 02-09-12



Note:
 Re-route existing
 drainage and grade
 low area to ensure
 drainage away from
 pad.

NOTE:
 Wattle to be installed
 25' downhill of slash
 and topsail stockpile.

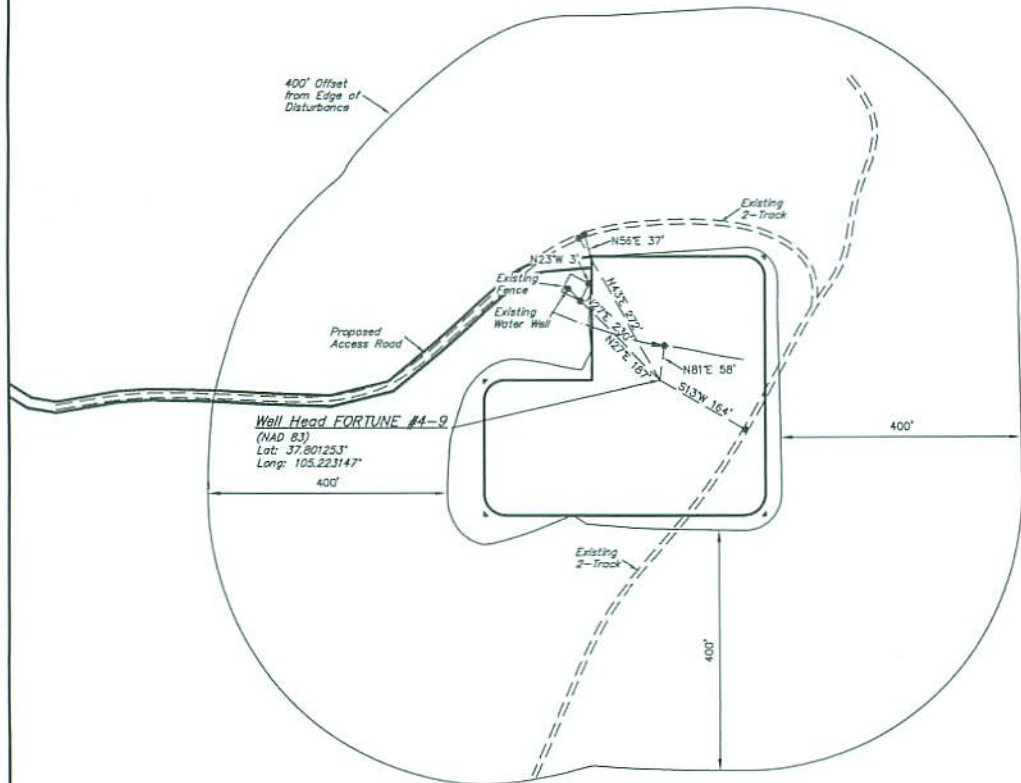
- SIMP LEGEND:**
- ECB - EROSION CONTROL BLANKET
 - LS - LEVEL SPREADER
 - SCE - STABILIZED CONSTRUCTION ENTRANCE
 - SedR - SEDIMENT RESERVOIR
 - SL - SLASH
 - VB - VEGETATED BUFFER
 - W - WATTLE

Elev. Ungraded Ground At Loc. Stake = 7233.4'
 FINISHED GRADE ELEV. AT LOC. STAKE = 7230.6'

SWEPI LP

ADDENDUM TO LEGAL PLAT FOR
FORTUNE #4-9
SECTION 9, T26S, R70W, 6th P.M.
2427' FSL 1719' FEL

SCALE: 1" = 200'
DATE: 01-27-12
DRAWN BY: J.I.
REV: 02-09-12



SWEPI LP

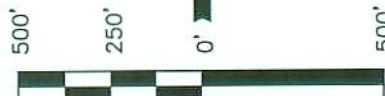
LOCATION DRAWING FOR

FORTUNE #4-9
SECTION 9, T26S, R70W, 6th P.M.
2427' FSL 1719' FEL

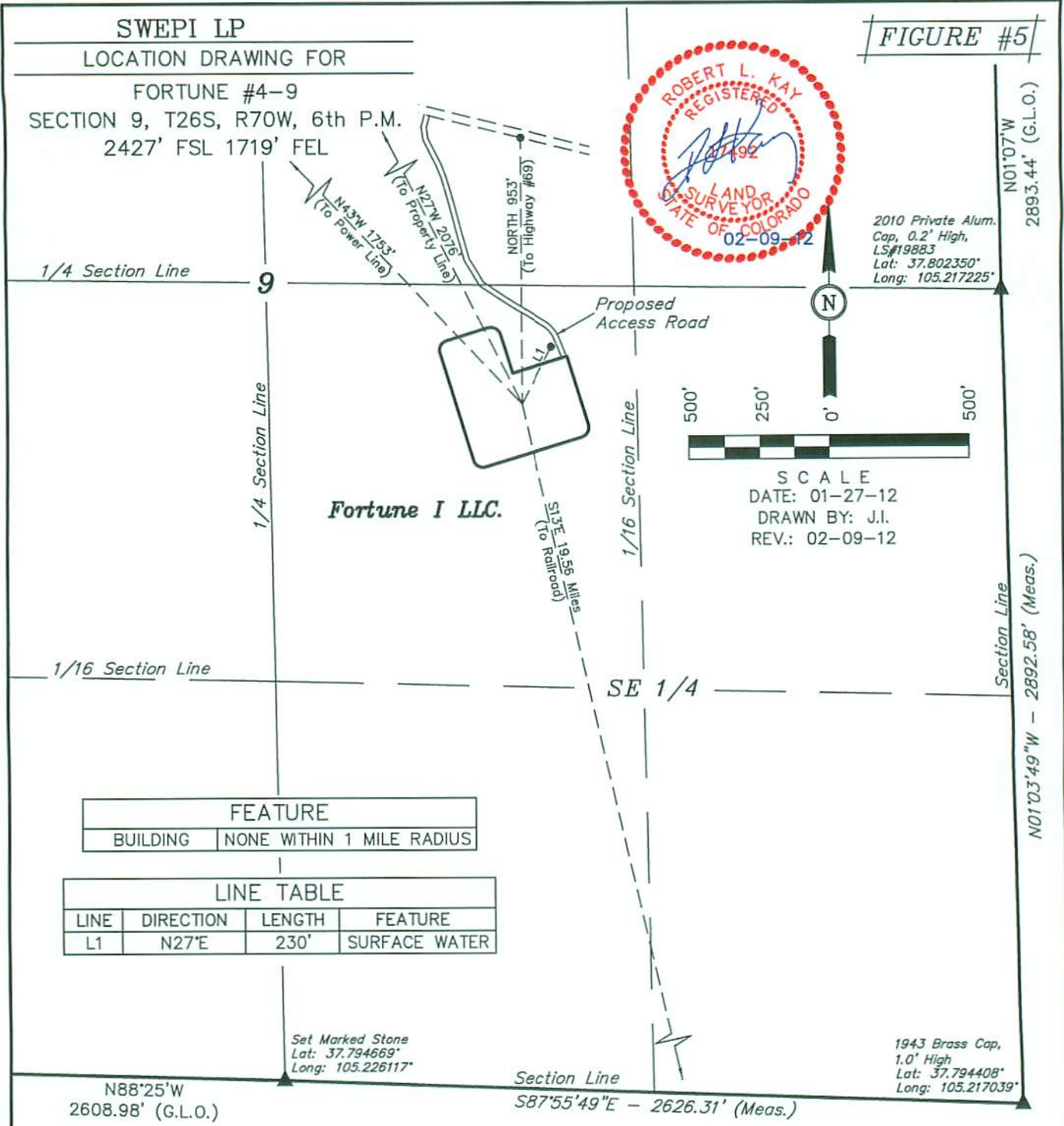
FIGURE #5



2010 Private Alum.
Cap, 0.2' High,
LS#19883
Lat: 37.802350°
Long: 105.217225°



SCALE
DATE: 01-27-12
DRAWN BY: J.I.
REV.: 02-09-12



FEATURE	
BUILDING	NONE WITHIN 1 MILE RADIUS

LINE TABLE			
LINE	DIRECTION	LENGTH	FEATURE
L1	N27°E	230'	SURFACE WATER

Set Marked Stone
Lat: 37.794669°
Long: 105.226117°

1943 Brass Cap,
1.0' High
Lat: 37.794408°
Long: 105.217039°

PLANT COMMUNITY	
<input type="checkbox"/> DISTURBED GRASSLAND	
<input type="checkbox"/> NATIVE GRASSLAND	
<input type="checkbox"/> SHRUB LAND	
<input type="checkbox"/> PLAINS RIPARIAN	
<input type="checkbox"/> MOUNTAIN RIPARIAN	
<input type="checkbox"/> FOREST LAND	
<input type="checkbox"/> WETLANDS AQUATIC	
<input type="checkbox"/> ALPINE	
<input type="checkbox"/> OTHER (Describe): _____	

CURRENT LAND USE	
CROP LAND:	<input type="checkbox"/> IRRIGATED <input type="checkbox"/> DRY LAND <input type="checkbox"/> IMPROVED PASTURE <input type="checkbox"/> HAY MEADOW <input type="checkbox"/> CRP
NON-CROP LAND:	<input type="checkbox"/> RANGELAND <input type="checkbox"/> TIMBER <input type="checkbox"/> RECREATIONAL <input type="checkbox"/> OTHER (Describe) _____
SUBDIVDED:	<input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL

FUTURE LAND USE	
CROP LAND:	<input type="checkbox"/> IRRIGATED <input type="checkbox"/> DRY LAND <input type="checkbox"/> IMPROVED PASTURE <input type="checkbox"/> HAY MEADOW <input type="checkbox"/> CRP
NON-CROP LAND:	<input type="checkbox"/> RANGELAND <input type="checkbox"/> TIMBER <input type="checkbox"/> RECREATIONAL <input type="checkbox"/> OTHER (Describe) _____
SUBDIVDED:	<input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL

Fortune 4-9 Well Site

Description of the Facility Site Location/Legal Description

The proposed well site is located in the NW ¼ SE ¼ of Section 9, T26S, R70W, 6th P.M., Huerfano County, Colorado at latitude 37.801253, longitude -105.223147. The proposed site is off of Highway 69 and is located approximately 67.2 miles from the town of Pueblo, CO. The pad will disturb approximately 5.2 acres during construction and drilling. Proposed access to the pad off of Highway 69 will be 1,057' and will disturb approximately 0.7 acres. Once production occurs the pad will be reclaimed back to 1.2 acres.

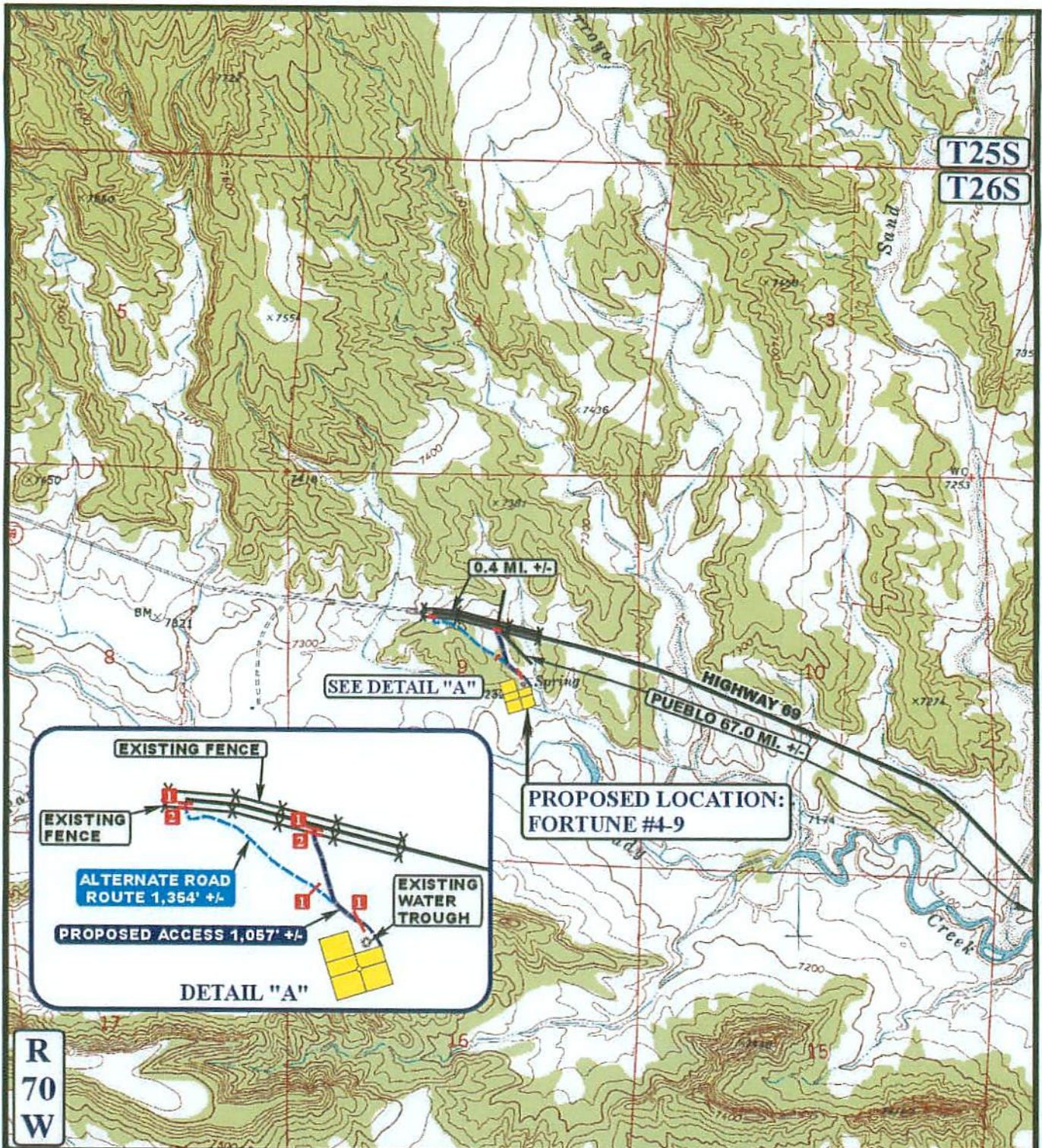
Vicinity Maps

Refer to the attached *Location Drawing* which shows, from the proposed well head location, major geographic features include,

- 230' northeast to the nearest surface water, a stock well
- 953' north to the nearest existing road, Highway #69
- 1753' north/northwest to the nearest above ground utility, a power line
- 2076' northwest to the nearest property line
- 19.56 miles south/southeast to the nearest railroad
- 5343' to the nearest building
- There are no existing pipelines within one mile radius

Driving directions are to proceed in a southerly direction from Pueblo, CO along Interstate-25 approximately 40.7 miles to the junction of this and County Road 610 to the southwest; turn right and proceed in a southwesterly direction approximately 2.5 miles to the junction of this road and Highway 69 to the northwest; turn right and proceed in a northwesterly, then northerly, then northwesterly direction approximately 23.8 miles to the beginning of the proposed access road to the south; follow road flags in a southerly, then southeasterly direction approximately 1,057' to the proposed location. Total distance from Pueblo, CO to the proposed well location is approximately 67.2 miles. Please refer to the attached *Access Road Maps* which show these roads.

Description of Facilities and Equipment Onsite when Operational



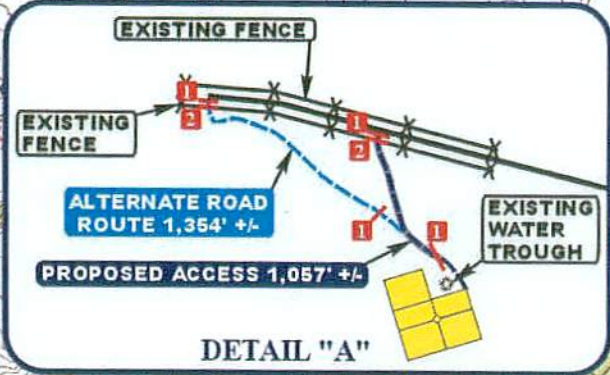
T25S
T26S

SEE DETAIL "A"

0.4 MI. +/-

HIGHWAY 69
PUEBLO 67.0 MI. +/-

PROPOSED LOCATION:
FORTUNE #4-9



R
70
W

LEGEND:

- EXISTING ROAD
- PROPOSED ACCESS ROAD
- ALTERNATE ROAD
- EXISTING FENCE
- 18" CMP REQUIRED
- UPGRADE CATTLE GUARD

SWEPI LP

FORTUNE #4-9
SECTION 9, T26S, R70W, 6th P.M.
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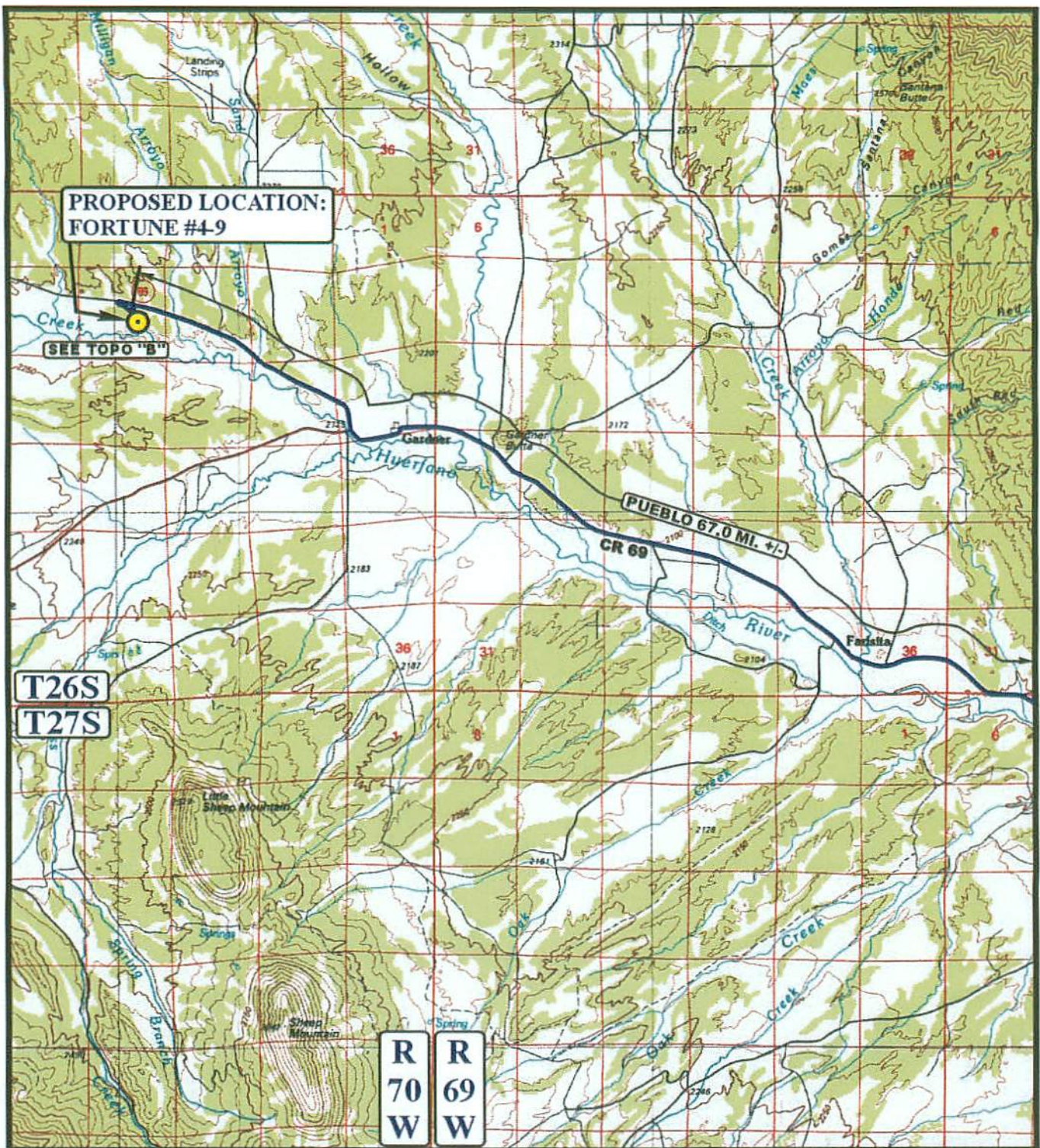
Utah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813



ACCESS ROAD
MAP
SCALE: 1" = 2000' DRAWN BY: C.I.

01 27 12
MONTH DAY YEAR
REVISED: 02-09-12

B
TOPO



**PROPOSED LOCATION:
FORTUNE #4-9**

SEE TOPO "B"

**T26S
T27S**

**R 70 W
R 69 W**

LEGEND:

 **PROPOSED LOCATION**



SWEPI LP

**FORTUNE #4-9
SECTION 9, T26S, R70W, 6th P.M.
2427' FSL 1719' FEL**



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**ACCESS ROAD
MAP**

**01 27 12
MONTH DAY YEAR**



SCALE: 1:100,000 DRAWN BY: C.I. REVISED: 02-09-12