

AMENDMENT OF SURFACE USE AGREEMENT

This Amendment of Surface Use Agreement is made and entered into between **Kathryn A. Brown and Christine A. Carter**, whose address is 831 Badger Creek Road, Sheridan Wyoming 82801, ("Owner") and **Fidelity Exploration & Production Company, 1700 Lincoln Street, Suite 2800, Denver, CO 80203**, ("Operator").

WHEREAS, Owner and Operator are subject to that certain Surface Use Agreement dated effective January 9, 2006, covering the following "Lands" in Sheridan County, Wyoming, hereinafter referred to as the "Agreement":

Township 57 North, Range 81 West, 6th P.M.
Section 8: N2, N2SW4, SE4
Section 9: S2NW4, SW4

WHEREAS, Owner and Operator desire to amend the Agreement to provide for the use and payment of water injection well facilities that may be drilled and operated on the Lands.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of amending the said Agreement, it is now and hereby agreed, notwithstanding anything to the contrary in the said Agreement, that the following provision is included in the said Agreement as follows, to-wit:

Notwithstanding any other provision of this Agreement, the rights granted to Operator hereunder shall also include operations related to the drilling and operating of water injection wells to a depth not to exceed six thousand five hundred (6,500) feet. Said water injection wells will be used for disposal of water produced from coal bed natural gas wells only.

For each water injection well facility located on the Lands, Operator shall pay to Owner an initial consideration of Two Thousand Dollars (\$2,000.00) per well for the first year. Operator shall pay to Owner the sum of One Thousand Dollars (\$1,000.00) per year thereafter as an annual rental for each water injection well facility. The injection well facility will include the well head and cover, one building covering valves, filters and other injection well equipment being approximately 25' x 45' in dimension. The first injection well facility will include one power pole and overhead line to the facility. Any further overhead power for additional injection well facilities will be negotiated by separate agreement. All other infrastructure, including pipelines, will be paid according to the Surface Use Agreement.

Any pits used in the drilling of an injection well will be lined. Within thirty days after the completion of an injection well, and weather and soil conditions permitting, all pits will be drained and solids introduced to the pit, not including bentonite and drill cuttings, will be removed. The area will be leveled and restored after completion of the facility and infrastructure installation. Reseeding will take place at the next upcoming planting season.

In the event of a spill or discharge of a hazardous material, or diesel fuel, hydraulic fluid or other hydrocarbon substance, Operator will immediately take measures to mitigate the event. In the event Owner contacts the Operator concerning said spill or discharge in which Operator has not commenced mitigation efforts, Operator will have 48 hours to commence such mitigation and clean up efforts. In the event such efforts are not commenced within the 48 hour period Owner may assess Operator a penalty of \$500.00 for each such event.

A litter penalty of \$100.00 per incident will be assessed by Owner to Operator for litter left on any of Operators well sites, facilities or private access roads on Owners lands for more than 48 hours after Owner informs Operator of the litter.

Operator agrees that when water is being produced within the water management area, as such area is defined in the Water Management Agreement between the parties hereto, that Operator will offer a proportionate amount of water from the water management system to Owner and will cause said water to be available for irrigation during the irrigation season, weather and soil conditions permitting. Owner may elect to direct a portion of said water to their stock tanks/cisterns located on the Lands and for other beneficial use as mutually agreed upon by the parties hereto as long as said water meets regulatory standards for the intended use and Owner elects to accept said water.

Operator agrees to protect and hold Owner harmless from and against any and all claims, liability, and loss or damage to persons or property which may be occasioned by or which may arise in whole or in part out of Operator's water management operations and/or other operations under the terms of this Agreement.

Owner agrees to hold Operator harmless from and against any and all claims, liability, and loss or damage to persons or property which may be occasioned by or which may arise in whole or in part of Owner's use of the water after entering Owner's cisterns owned by Owner and located on the Lands.

Operator agrees to comply with all laws, rules, and regulations of governmental authorities having jurisdiction over the operations which Operator conducts under this Agreement. Operator agrees to exercise its rights under this Agreement in such a manner so as to protect the surface and subsurface of the Lands from, and prevent injury to, fresh water strata and the surface of the Lands around the injection well.

This Agreement and all of its rights and obligations may be assigned, either in whole or in part, by Owner or Operator; provided, however, Owner must approve, in writing, any assignment of all of Operator's rights, which approval will not be unreasonably withheld. Upon an assignment or any change in Owner's ownership, Operator shall not be responsible for payments to Owner's successors until written evidence of the assignment or transfer is furnished to Operator. Nonpayment of rental may cause cancellation and forfeiture of this Agreement only when the Operator fails or refuses to pay any amounts due within thirty (30) days after receipt on notice from Owner to Operator of said failure to pay rentals. Any forfeiture or cancellation of this Agreement shall not relieve or remove the obligations of Operator arising prior to the termination, forfeiture, or cancellation. This Agreement, the rights granted, and obligations provided are deemed covenants running with the Lands and shall inure to the benefit of and be binding on the Owner and Operator, and their respective heirs, legal representatives, successors, and assigns.


Upon termination of this Agreement, Owner shall have the option, exercisable by delivery of written notice to Operator within thirty (30) days from notice from Operator of Operator's intent to terminate this Agreement, to either retain the injection well with all downhole equipment intact, or require Operator to plug and abandon the Well in compliance with applicable governmental rules and regulations, and restore the surface of the Lands. Owner's failure to exercise this option shall be conclusively presumed to be an election by Owner to require Operator to plug and abandon the Well and restore the surface. If Owner elects to assume ownership of the well bore and down hole equipment, and Owner fails to secure regulatory permits to assume ownership of the well within one hundred eighty (180) days from notice by Operator to terminate its use of the injection facility, as either an injection well or as a domestic water well then Operator shall have full right and permission from Owner to enter upon Owner's Land and abandon said well bore in compliance with the applicable regulatory authority. In any event, Operator shall have a reasonable amount of time after the forfeiture, cancellation, or termination of this Agreement in which to remove all property, equipment, fixtures and facilities, including pipelines, placed on the Lands by Operator.

Operator will send copies to Owner of all well logs and other substantive information obtained from water injection wells located on Owners land. Owner shall not share, or disclose the well logs, with any other oil/gas company or person associated therewith without the written permission of Operator.

Except as herein specifically changed or amended the aforementioned Agreement shall remain as written. This amendment shall be binding upon and shall inure to the benefit of the respective heirs, successors, legal representatives and assigns of the parties hereto.

Accepted and Agreed to this 18th day of February, 2009,

OWNER


Kathryn A. Brown


Christine A. Carter

OPERTOR


Fidelity Exploration & Production Company

Wayne Ransbottom
Area Land Manager

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the situation.

[illegible]

1. The Commission has received information from the Government of the United States of America that the United States has been providing military assistance to the Government of the Republic of the Philippines in the form of arms, ammunition, and other military equipment. The Commission is concerned that this assistance may be used for the purpose of suppressing the legitimate rights and freedoms of the people of the Philippines, and for the purpose of maintaining the status quo in the Philippines. The Commission is therefore requesting the Government of the United States of America to provide information regarding the nature and extent of the military assistance provided to the Government of the Republic of the Philippines, and to the Government of the United States of America to ensure that the assistance is not used for the purpose of suppressing the legitimate rights and freedoms of the people of the Philippines, and for the purpose of maintaining the status quo in the Philippines.

1. The first step in the process of the investigation is the identification of the problem. This is done by the investigator who is assigned to the case. The investigator must first determine the nature of the problem and the scope of the investigation. This is done by interviewing the complainant and the accused, and by reviewing the evidence. The investigator must also determine the jurisdiction of the investigation and the applicable laws. Once the problem has been identified, the investigator must then develop a plan of action. This plan should outline the steps that will be taken to investigate the problem, and it should also specify the resources that will be required. The investigator must then implement the plan and collect the evidence. This is done by interviewing witnesses, conducting physical searches, and reviewing documents. Once the evidence has been collected, the investigator must then analyze it. This is done by comparing the evidence to the applicable laws and by determining the facts of the case. Finally, the investigator must prepare a report of the findings. This report should include a summary of the investigation, the evidence that was collected, and the conclusions that were reached. The report should also include recommendations for further action, if necessary.

[The following text is extremely faint and largely illegible due to poor scan quality. It appears to be several lines of typed or printed matter.]

1. The first of these is the fact that the Commission has not yet received any information from the Government of the United Kingdom regarding the proposed amendments to the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW) which were adopted by the General Assembly of the United Nations in December 1979. The Commission is deeply concerned that the United Kingdom has not yet taken any steps to implement the Convention, and it is therefore urging the Government to do so as a matter of priority.

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