

MEMORANDUM OF SURFACE USE AGREEMENT

THIS MEMORANDUM OF SURFACE USE AGREEMENT, is made this 18th day of October, 2012, and provides notice of a Surface Use Agreement ("Agreement") dated October 18th, 2012, by and between **Forristall Ranch, Inc., a Colorado Corporation**, whose address is 32057 County Road 2J, Hugo, Colorado 80821 ("Owner") and **CASCADE PETROLEUM LLC**, whose address is 1331 Seventeenth Street, Suite 400, Denver, CO 80202 ("Company").

Under the provisions of the Agreement, Owner has granted to Company the right the right of access on and across the Lands and the right to use the surface and subsurface to explore, develop, produce, transport, and market oil, gas, and associated hydrocarbons from the following described lands (the "Lands") located in Lincoln County, Colorado:

Township 11South, Range 56 West, 6th P.M.

**Section 36: E1/2 LESS AND EXCEPT a 22.23 acre parcel of ground
located in the N1/2N1/2NE1/4**

Among other provisions, the Agreement grants Company the right to construct or install well pads, oil and gas flow lines, pipelines, gathering lines, telecommunication lines, electric lines, water lines, roads, compressors, processing facilities, tank batteries and injection or water disposal wells on the Lands, all of which may be utilized in connection with Company's operations on the Lands, as well as operations on other lands in which Company owns an oil and gas leasehold interest.

The Agreement shall continue in full force and effect until Company's leasehold estate covering the Lands (or other lands, to the extent the Lands are used in connection with Company's operations on such other lands) expires or terminates, Company ceases operations on the Lands (or other lands, to the extent the Lands are used in connection with Company's operations on such other lands) under the terms of the Agreement, or Company has plugged and abandoned any wells and conducted all required reclamation, whichever is later.

This Memorandum is executed by Owner and Company and recorded in Lincoln County, Colorado to serve as notice of the existence of the Agreement. The parties acknowledge they are bound by all the terms and conditions of the Agreement and that the Agreement binds and inures to the benefit of Owner and Company and their respective heirs, personal representatives, successors and assigns.

Owner shall provide a copy of this Agreement to any potential purchaser or transferee prior to the sale or transfer of all or any portion of the Lands.

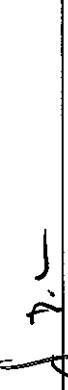
OWNER

FORRISTALL RANCH, INC.


By: John A. Forristall
Its: Secretary/Treasurer

COMPANY

CASCADE PETROLEUM LLC


By: Jason P. Dean
Its: Vice President, Land

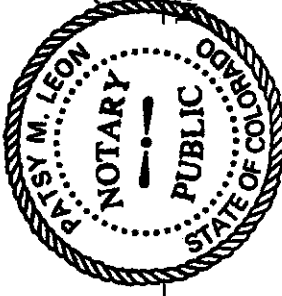
ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me this 18th day of October 2012, before me, personally appeared **John A. Forristall acting as Secretary/Treasurer of Forristall Ranch, LLC**, a Colorado Corporation, on behalf of such Company.

WITNESS my hand and official seal.

My Commission Expires:

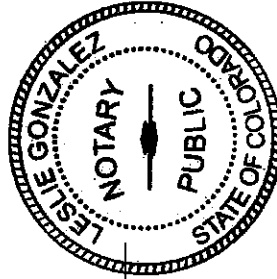
6/30/2014  Dating M. Leon
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 13 day of November, 2012 before me, personally appeared JASON DEAN as Vice President and of CASCADE PETROLEUM LLC, a Delaware limited liability company, on behalf of such company.

WITNESS my hand and official seal.

My Commission Expires:

3/15/2016  Leslie Gonzalez
Notary Public