



MEMORANDUM OF SURFACE USE AGREEMENT

State: Colorado

County: Jackson

Operator: EE3 LLC

Operator's Address: 4410 Arapahoe Avenue, Suite 100, Boulder, Colorado 80303

Surface Owner: Evans Land Co. LLC (Successor to Evans Cattle Company, LLC)

Surface Owner's Address: 3605 Jackson County Road, Coalmont, Colorado 80430

Effective Date: May 13, 2008 (Amended May 30, 2013)

Notice is hereby given that Operator and Surface Owner, named above, (hereinafter collectively, the "Parties") entered into a confidential Surface Use Agreement, dated effective May 13, 2008, amended May 30, 2013 (hereinafter referred to as the "SUA") which covers lands located in the County and State named above, more fully described as follows:

Surface Use Area:

Township 7 North, Range 80 West, 6th P.M.
Section 30: SW/4 SE/4

Surface Owner does hereby GRANT, LEASE and LET, subject to the terms and conditions set forth in the SUA, unto Operator and Operator's successors and assigns, the right to use the Surface Use Area for the purpose of constructing roads, drilling oil and gas wells, completing said wells, workovers, recompletions, side-tracking and replacing said wells, together with the right to construct, repair and remove pipelines, production facilities and other appurtenances to store, process, transport and market crude oil, natural gas and associated products produced from the wells located within the Surface Use Area. Any roads, flowlines, gathering lines, pipelines and/or other appurtenances located outside of the Surface Use Area will be described in recorded Grants of Easement subsequent to construction.

The SUA may be amended and supplemented from time to time in the future, and any inquiry as to the contents of the SUA should also include an inquiry as to the contents of any and all such amendments and supplements. This Memorandum is being executed and recorded for the purpose of giving notice to third parties dealing with the Surface Use Area.



The terms, covenants and conditions of the SUA shall be binding upon and inure to the benefit of Operator and Surface Owner and their respective successors and assigns. Any party in interest may examine the full terms of the Agreement by contacting Operator at the address hereinabove. This Memorandum, the Agreement and all rights and covenants in connection therewith shall run with the land and shall be binding upon the parties hereto and their respective successors and assigns.

Each of the Parties to the SUA reserves the right to refuse inspection of the SUA to third parties attempting to obtain information for purposes prejudicial to the business interests of the Parties to the SUA or to provide information that is prohibited by the terms of the SUA.

EXECUTED on the respective dates set forth below.

EE3 LLC


Richard F. McClure, President

Date: May 30, 2013

EVANS LAND CO. LLC


Blaine L. Evans, Member

Date: May 31, 2013

