

MEMORANDUM OF AGREEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Pursuant to the terms of that certain unrecorded Surface Damage Agreement dated 20 day of June 2013, between the undersigned, and subject to the conditions set forth therein, Great Western Operating Company, LLC, ("Great Western") with an address at 1700 Broadway, Suite 650, Denver, CO 80202 and Willie Davis, William Davis and Lori Ann Davis ("Surface Owner") with an address at 100 Corporate Pointe, Suite 310, Culver City, CA 90230-8757, agree to the location of the well(s) and payment for damages to the surface of land connected with the access to and the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operations of the well(s) and associated pipelines, tank batteries and other facilities or property of Great Western associated with the well(s) and located on the following land:

Township 1 South, Range 66 West, 6th P.M.
Section 24: NW/4

This Memorandum of Agreement is executed by Willie Davis, William Davis and Lori Ann Davis and Great Western and placed of record in Adams County, Colorado for the purpose of placing all persons on notice of the existence of the Surface Damage Agreement. A true and complete copy of the Agreement is available from Great Western to any person with an interest in the above-described land.

In witness whereof this instrument is executed and made effective this 20 day of June 2013.

OWNERS:

Great Western Operating Company, LLC

By: Willie Davis

Willie Davis, Owner

By: William Davis

William Davis, Owner

By: Lori Ann Davis

Lori Ann Davis

By: Steve R. Stacy

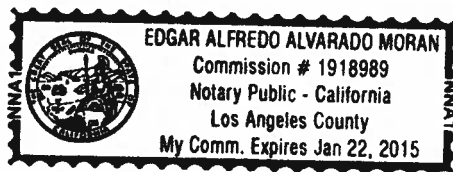
Steve R. Stacy, Sr. Vice President Land EC

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before me this 20 day of June, 2013 by William Davis, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary ant and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal the day and year first above written.

[SEAL]




Notary Public

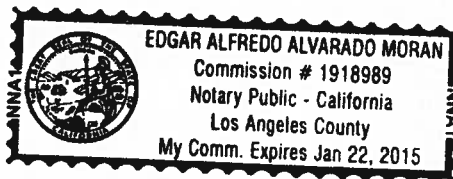
My commission expires: January 22 2015

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before me this 20 day of June, 2013 by Lori Ann Davis, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary ant and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal the day and year first above written.

[SEAL]



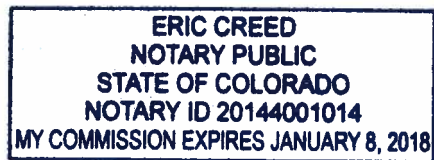

Notary Public

My commission expires: January 22 2015

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26TH day of FEB, 2013⁴ by
Steve R. Stacy, Sr. Vice President Land for Great Western Operating Company, LLC

[SEAL]





Notary Public

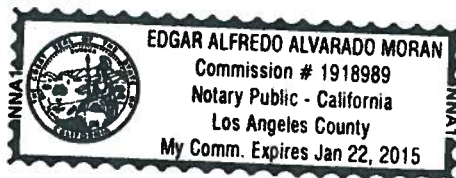
My commission expires: 1/8/2018


STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before me this 20 day of June, 2013 by Willie Davis, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary ant and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal the day and year first above written.

[SEAL]





Notary Public

My commission expires: January 22 2015