SURFACE USE AGREEMENT

The undersigned, SingleTree Resources, Inc., whose address is 25528 Genesee Trail Road, Golden, CO 80401, as Operator, and Chimney Canyon Grazing Association, a Colorado Corporation, whose address is P.O. Box 1343, Sterling, Colorado 80751, as Landowner(s), hereby agree to the following terms and conditions as surface damages for the drilling, completion and production of a well or wells to be drilled on the following described acreage:

Township 11 North, Range 54 West of the 6th P.M., Logan County, Colorado:
Section 35: All

1) Operator agrees to pay the Landowner(s) before the commencement of drilling operations the following:

   a) [redacted] per well location as surface damages of the drillsite and slush pits needed for the drilling, completion and production of a well or wells located on the acreage as described above;
   b) [redacted] per acre as surface damages and as fee for ingress and egress for roadways to the drillsite during the investigating, exploring, prospecting, drilling and mining operations of Operator on the acreage as described above;
   c) [redacted] per well for each abandoned well located on the acreage as described above which abandoned will is utilized in the exploration process; and
   d) Operator agrees, upon completion of any test as a dry hole, or upon the abandonment of any producing well, to restore all lands utilized for such exploration as nearly as reasonably practical to their former condition.

B.S. 2) In the event a well is completed as a well capable of production, Operator agrees to pay Landowner(s) [redacted] per acre as annual rental for all surface installations and roads necessary to said production. The annual rental to commence one year from the completion date of the well and thereafter on or before the succeeding anniversary dates of the completion of the well until such time as the well is plugged and abandoned.

3) It is agreed by and between the parties that they shall consult with each other regarding the location of routes for ingress and egress for drilling operations.

4) Operator agrees to pay the Landowners [redacted] per linear foot for right-of-way access for pipelines and/or a gathering system to the well or wells located on the acreage as described above.

5) All well sites and tank batteries to be fenced where necessary for the protection of livestock. Operator shall be responsible for damage or loss of livestock associated with the oil and gas operations.

This Agreement shall be binding upon the heirs, legal representatives, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties have set their hands and seal this 7th day of January, 2009.

OPERATOR:

SingleTree Resources, Inc.

By: [signature]
Title: VICE PRESIDENT

LANDOWNER:

Chimney Canyon Grazing Association

By: Basil Stieb
Title: President

State of Colorado)
)ss
County of Logan)

This instrument was acknowledged before me on this 7th day of January, 2009, by Basil Stieb, as President of Chimney Canyon Grazing Association.

Witness my hand and seal

[signature]
Notary Public
My commission Expires: 10-13-10

State of Colorado)
)ss
County of Jefferson)

This instrument was acknowledged before me on this 13 day of January, 2009, by Tony Markve, as Vice President of SingleTree Resources, Inc.

Witness my hand and seal

Brigitte C Grimm
Notary Public
My commission Expires: 4/11/09

BRIGITTE C. GRIMM
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 4/11/09