

MEMORANDUM OF SURFACE USE AGREEMENT

THIS MEMORANDUM OF SURFACE USE AGREEMENT, is made this 17th day of December, 2012, and provides notice of a Surface Use Agreement ("Agreement") dated December 17th, 2012, by and between Lawrence A. Monks and Charlene K. Monks, his wife, whose address is 47016 County Road 26, Limon Colorado 80828 ("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 10 South, Range 55 West, 6th P.M.
Section 16: W1/2, SE1/4

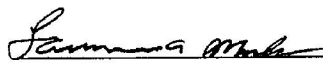
Among other provisions, the Agreement grants Company the right to construct or install well pads, oil and gas flow lines, pipelines, gathering lines, telecommunication lines, electric lines, water lines, roads, compressors, processing facilities, tank batteries and injection or water disposal wells on 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 is under an obligation to keep the Agreement confidential and not disclose the terms of the Agreement to any third party unless required to do so by law. Notwithstanding the foregoing, 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

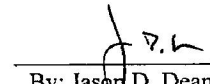

By: Lawrence A. Monks


By: Charlene K. Monks

COMPANY

CASCADE PETROLEUM, LLC

TR


By: Jason D. Dean
Its: Vice President Land

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss
 COUNTY OF Lincoln)

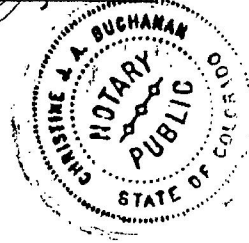
The foregoing instrument was acknowledged before me this 17th day of December, 2012, before me, personally appeared **Lawrence A. Monks and Charlene K. Monks, his wife** personally known to me to be the person whose name is subscribed to the within instrument.

WITNESS my hand and official seal.

My commission expires:

01-07-16

Christine J. Buchanan
 Notary Public



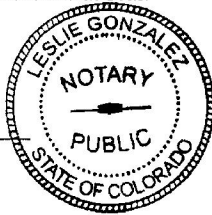
STATE OF COLORADO)
) ss
 COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20 day of December, 2012, before me, personally appeared **Jason D. Dean as Vice President Land 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

County Recorder, please return recorded document to:
 Mason Dixon Energy, LLC., 2000 S. Colorado Blvd., Annex Suite 240, Denver, CO 80222