

MEMORANDUM OF AGREEMENT

This Memorandum of Surface Use Agreement ("Memorandum of Agreement") is made and entered into on the 21st day of September, 2010 by and between FITZSIMMONS, LLC, whose address is 2201 Cabin Court, Gillette Wyoming 82718 (LESSEE), and Richard M. Williams, Trustee of the Richard M. and Lois P. Williams Trust dated October 4, 1996 (SURFACE OWNER), the "Parties."

WHEREAS, this Memorandum of Agreement involves or affects property with the legal description identified on EXHIBIT 1 attached hereto ("Property"),

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties as follows:

1. Richard M. Williams, Trustee of the Richard M. and Lois P. Williams Trust dated October 4, 1996 (Surface Owner) hereby commit to provide Fitzsimmons, LLC, access to and use of the property pursuant to the Surface Use Agreement entered into by the Parties on the 2nd day of August, 2010 ("Agreement"), which Agreement is currently located at the office of Fitzsimmons. LLC.
2. Fitzsimmons. LLC, hereby commits to compensate the Surface Owner, for access to and use of the property in order to perform services as a Well Operator, and other such functions as described in the Agreement;
3. The Parties have agreed to other terms and conditions, which are more particularly described in the Agreement.

IN WITNESS WHEREOF, the Parties executed this Memorandum of Agreement on the date first above written.

LESSEE:

FITZSIMMONS. LLC

By: _____

John E. Kennedy
Manager

SURFACE OWNER:

Richard M. Williams, Trustee

By: _____

Richard M. Williams

681998 MEMORANDUM OF AGREEMENT
BOOK 519 PAGE 0489
RECORDED 10/21/2010 AT 10:30 AM
EDA S. THOMPSON, SHERIDAN COUNTY CLERK

490

EXHIBIT 1

Attached hereto and made a part hereof that certain Memorandum of Agreement, dated the 21st day of September, 2010, between Fitzsimmons, LLC, whose address is 2201 Cabin Court, Gillette Wyoming 82718 (OPERATOR), and Richard M. Williams, Trustee of the Richard M. and Lois P. Williams Trust dated October 4, 1996 (SURFACE OWNER), covering the following described lands located in ~~Campbell~~ Sheridan County, Wyoming, to wit:

Covering the below listed lands:

Township 54 North-Range 80 West of the 6th P.M.
 Section 22: Portion of S2NE4, S2NW4, SW4, SE4;
 Section 23: Portion of SW4NW4, SW4, Portion of NW4SE4, SW4SE4, Portion SE4SE4;
 Section 24: Portion of SW4SW4;
 Section 25: SW4NW4, NW4SW4;
 Section 26: All;
 Section 27: All;
 Section 28: E2NE4, S2SE4;
 Section 34: E2

containing 2545.46 acres, more or less

STATE OF WYOMING)

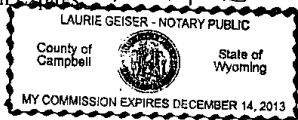
COUNTY OF CAMPBELL)

ACKNOWLEDGEMENT

Before me on the 14th day of October, 2010, John L. Kennedy, personally appeared in his capacity as Manager for Fitzsimmons, LLC.

Witness my hand and official seal.

My Commission Expires 12-14-13



Laurie Geiser
 Notary Public

Address: 2609 Cascade
Gillette WY 82718

STATE OF WYOMING)

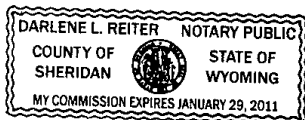
COUNTY OF SHERIDAN)

ACKNOWLEDGEMENT

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of October, 2010, personally appeared, Richard M. Williams, to me known to be the identical persons, 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 act and deed for the uses and purposes therein set forth.

IN WITNESS WHERE OF, I have hereunto set my hand and affixed my notarial seal the day and year last written above.

My Commission Expires: 1-29-11



[Signature]
 Address: 148 W. Works St
Sheridan WY
82801