

3rd AMENDMENT OF SURFACE USE AGREEMENT

State: Colorado

County: Garfield

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, under the date of October 6th, 2010, Clough Sheep Company, LLC, ("Surface Owner") and Williams Production RMT Company ("Operator") with Surface Owner and Operator collectively called the ("Parties") executed a Surface Use Agreement the ("Agreement"); having a Memorandum of Surface Use Agreement, recorded at Rec. # 792711 in the official records of the State and County named above; and,

WHEREAS, on April 7th, 2011, Clough Sheep Company, LLC, ("Surface Owner") and Williams Production RMT Company ("Operator") did execute a 1st Amended Surface Use Agreement; Memorandum of 1st Amended Surface Use Agreement recorded at Rec. # 801164 in the official records of the State and County named above; and

WHEREAS, on September 28th, 2017, Clough Sheep Company, LLC ("Surface Owner") and TEP Rocky Mountain LLC ("Operator") did execute a 2nd Amendment of Surface Use Agreement, recorded at Rec. # 898363 in the official records of the State and County named above; and

WHEREAS, it is the desire of the Parties to amend Exhibit "A" of the Agreement.

NOW, THEREFORE, in consideration of the premises stated herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties hereto, it is agreed:

The amended Exhibit "A" depicts the correct name and number of wells to be drilled from the NR 23-3 and is hereby agreed to by the Parties.

The Parties agree that the Agreement is hereby amended as to Exhibit "A". All other terms and conditions of the Agreement remain unaltered and are in full force and effect as of the date hereof; and,

This 3rd Amendment of Surface Use Agreement shall be binding on any and all successors and assigns of the Parties.


IN WITNESS WHEREOF, the Parties hereto have executed this 3rd Amendment of Surface Use Agreement on the 1st day of February 2018.

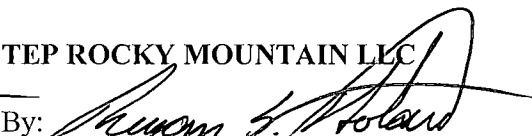
Surface Owner:

Operator:

Clough Sheep Company, LLC

TEP ROCKY MOUNTAIN LLC

By: 
Name: Dan Snyder
Title: Manager

By: 
Name: Bryan S. Hotard
Title: Attorney-in-Fact

ACKNOWLEDGEMENTS

STATE OF COLORADO)

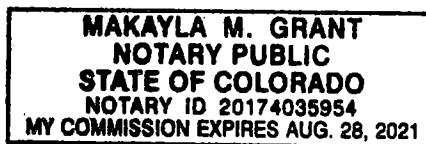
COUNTY OF GARFIELD)

Before me, a Notary Public, in and for said County and State aforesaid, do hereby certify that **Dan Snyder**, whose name is subscribed to the foregoing instrument as **Manager** of **Clough Sheep Company, LLC**, a corporation, appeared before me this day in person and acknowledged that he executed said instrument as his free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal on the 1st day of February 2018.

My Commission Expires: 8/28/2021
(SEAL)

Makayla M. Grant
Notary Public



STATE OF COLORADO)

COUNTY OF GARFIELD)

Before me, a Notary Public, in and for said County and State aforesaid, do hereby certify that **Bryan S. Hotard**, whose name is subscribed to the foregoing instrument as **Attorney-in-Fact** of **TEP Rocky Mountain LLC**, a corporation, appeared before me this day in person and acknowledged that he executed said instrument as his free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of February 2018.

My Commission Expires: 8/28/2021
(SEAL)

Makayla M. Grant
Notary Public

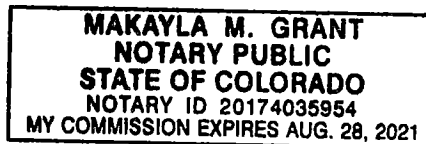


EXHIBIT "A"

Attached to and made a part of that certain Amendment to Surface Use Agreement Dated on the 1st day of February 2018, by and between Clough Sheep Company, LLC, Surface Owner, and TEP Rocky Mountain LLC, Operator

Name of Well to be Drilled	Township & Range of Surface Location	Surface Location Section	Quarter-Quarter for Surface Location	Name of Pad
NR 11-3	T6S, R94W	3	NESW	NR 23-3
NR 611-3	T6S, R94W	3	NESW	NR 23-3
NR 312-3	T6S, R94W	3	NESW	NR 23-3
NR 413-3	T6S, R94W	3	NESW	NR 23-3
NR 23-3	T6S, R94W	3	NESW	NR 23-3
NR 43-3	T6S, R94W	3	NESW	NR 23-3
NR 44-3	T6S, R94W	3	NESW	NR 23-3
NR 311-3	T6S, R94W	3	NESW	NR 23-3
NR 13-3	T6S, R94W	3	NESW	NR 23-3
NR 14-3	T6S, R94W	3	NESW	NR 23-3
NR 22-3	T6S, R94W	3	NESW	NR 23-3
NR 322-3	T6S, R94W	3	NESW	NR 23-3
NR 34-3	T6S, R94W	3	NESW	NR 23-3
NR 343-3	T6S, R94W	3	NESW	NR 23-3
NR 411-3	T6S, R94W	3	NESW	NR 23-3
NR 12-3	T6S, R94W	3	NESW	NR 23-3
NR 314-3	T6S, R94W	3	NESW	NR 23-3
NR 422-3	T6S, R94W	3	NESW	NR 23-3 (Existing)
NR 323-3	T6S, R94W	3	NESW	NR 23-3
NR 334-3	T6S, R94W	3	NESW	NR 23-3
NR 443-3	T6S, R94W	3	NESW	NR 23-3
NR 511-3	T6S, R94W	3	NESW	NR 23-3
NR 313-3	T6S, R94W	3	NESW	NR 23-3
NR 414-3	T6S, R94W	3	NESW	NR 23-3
NR 523-3	T6S, R94W	3	NESW	NR 23-3 (Existing)
NR 434-3	T6S, R94W	3	NESW	NR 23-3
NR 344-3	T6S, R94W	3	NESW	NR 23-3
RWF 21-10	T6S, R94W	3	NESW	NR 23-3
RWF 421-10	T6S, R94W	3	NESW	NR 23-3