

AMENDMENT TO SURFACE USE AGREEMENT

THIS AMENDMENT to Surface Use Agreement (“Amendment”) is effective this 24th day of January, 2018, by and among Kerr-McGee Oil & Gas Onshore, LP (“Kerr-McGee”), with an address of 1099 18th St., Suite 1800, Denver, CO 80202, Kerr-McGee Gathering, LLC (“KMGG”), an affiliate of Kerr-McGee, also with an address of 1099 18th St., Suite 1800, Denver, CO 80202, and Len D. Pettinger and Joann F. Pettinger in their capacity as Co-Trustees of both the LEN D. PETTINGER LIVING TRUST, dated January 16, 2013, and the JOANN F. PETTINGER LIVING TRUST, dated January 16, 2013 (together the “Surface Owners”), both with an address of 18437 County Road 8, Brighton, Colorado 80603. Kerr-McGee, KMGG, and the Surface owners are sometimes referred to hereinafter individually as a “Party” and together as the “Parties”

RECITALS

WHEREAS, the Parties have executed that certain Surface Use Agreement dated as of July 24, 2013 relating to real property in the S/2S/2S/2 of Section 18, Township 1 North, Range 65 West, Weld County Colorado (the “SUA”); and

WHEREAS, the Parties desire to amend the SUA as set forth below.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual covenants contained in the SUA and herein, the Parties agree as follows:

1. SE/4 Location. The Parties hereby agree to change the size of the SE/4 Location as defined in the SUA to the size as depicted on Amended Exhibit 2, attached hereto (the “Amended SE/4 Location”). Notwithstanding the second sentence in Section 1 of the SUA, the Amended SE/4 location now consists of 13.39 acres and includes a “Production Facility” as now depicted on Amended Exhibit 2.

2. Exhibit 2. The Parties hereby agree Exhibit 2 in the SUA is hereby deleted in its entirety and replaced with Amended Exhibit 2, which is attached to this Amendment and incorporated herein by reference, all references in the SUA to Exhibit 2 are hereby replaced with Amended Exhibit 2. All references to the SE/4 Location in the SUA are hereby replaced with the Amended SE/4 Location as shown on Amended Exhibit 2.

3. Exhibit 4. The Parties hereby agree that the existing “Local Kerr-McGee Gathering LLC Representation” and “Emergency Contacts” information on Page 4 of 4 of Exhibit 4, Page 30 of 30 of the SUA, is hereby deleted in its entirety and replaced with the following:

Local KMG/APC LLC Representation:

Field Foreman:	Brad Engler	Phone: 970-515-1307
Line Crossing Coordinator:	Don Marshall	Phone: 970-515-1309
Pipeline Foreman:	Thomas Ishida	Phone: 970-515-1271
Oil Pipeline Gathering Foreman:	Roy Hight	Phone: 970-336-3504

Emergency Contacts:

IOC (Incident Operations Center) – Toll Free	Phone: 866-504-8184
IOC (Incident Operations Center) - Local	Phone: 970-506-5980
Utility Notification Center of Colorado	Phone: 811

4. Section 19. Section 19 of the SUA is hereby deleted and replaced with the following.

In consideration of the agreements of the Parties herein, Kerr-McGee agrees to pay Surface Owners certain surface damage payment as described in a separate letter agreement dated the same date as this Agreement and as amended on January 24th 2018 (“Letter Agreement”) as one-time surface damage payments to be paid prior to the commencement of the drilling of wells within the Oil and Gas Operations Areas.

5. Ratification/Superseding Effect. Except as specifically amended by this Amendment and except to the extent necessary to conform to and incorporate the attached Amended Exhibit 2 and the amendment to Exhibit 4 herein, and the terms of this Amendment, the terms and conditions included in the SUA shall continue in full force and effect. In the event of a conflict between this Amendment and the SUA as to a matter covered herein, this Amendment shall control.

6. Binding on Successors and Assigns/Covenant that Runs with the Land. This Amendment and the SUA are binding upon the Parties and their successors and assigns and inure to their benefit. This Amendment and the SUA shall be covenants that run with the land.

7. Counterparts. The Parties may execute and deliver this Amendment in any number of counterparts, including facsimile and .pdf format counterparts, each of which is deemed an original, but all of which constitute the same instrument.

8. Recording. This Amendment shall be recorded with the Clerk and Recorder of Weld County, Colorado.

9. Governing Law. This Amendment shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the undersigned Parties have caused this Amendment to be executed by duly authorized representatives on the dates set forth in the acknowledgments, to be effective on the date first above written.

[Signature pages follow]

LEN D. PETTINGER LIVING TRUST
dated January 16, 2013

By: Len Pettinger
Len. D. Pettinger, Co-Trustee

By: Joann Pettinger
Joann F. Pettinger, Co-Trustee

KERR-MCGEE OIL & GAS ONSHORE LP

By: Lindsay N. Jaffee
Agent and Attorney-in-Fact

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JOANN F. PETTINGER LIVING TRUST
dated January 16, 2013

By: Len Pettinger
Len D. Pettinger, Co-Trustee

By: Joann F. Pettinger
Joann F. Pettinger, Co-Trustee

[Acknowledgement pages follow]

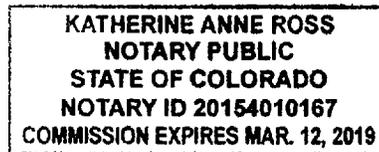
ACKNOWLEDGEMENTS

STATE OF COLORADO)
)ss.
COUNTY OF weld)

The foregoing instrument was acknowledged before me this 24 day of January, 2018, by Len D. Pettinger as Co-Trustee of the Len D. Pettinger Living Trust, dated January 16, 2013, and as Co-Trustee of the Joann F. Pettinger Trust, dated January 16, 2013.

Witness my hand and official seal.
My commission expires: 3/12/19

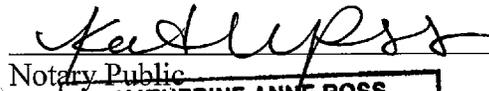

Notary Public

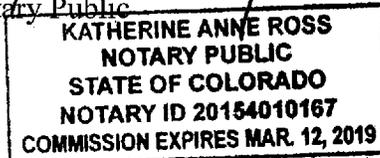


STATE OF COLORADO)
)ss.
COUNTY OF weld)

The foregoing instrument was acknowledged before me this 24 day of January, 2018, by Joann F. Pettinger as Co-Trustee of the Joann F. Pettinger Living Trust, dated January 16, 2013, and as Co-Trustee of the Len D. Pettinger Living Trust, dated January 16, 2013.

Witness my hand and official seal.
My commission expires: 3/12/19


Notary Public

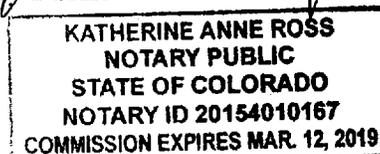


STATE OF COLORADO)
)ss.
COUNTY OF Denver)

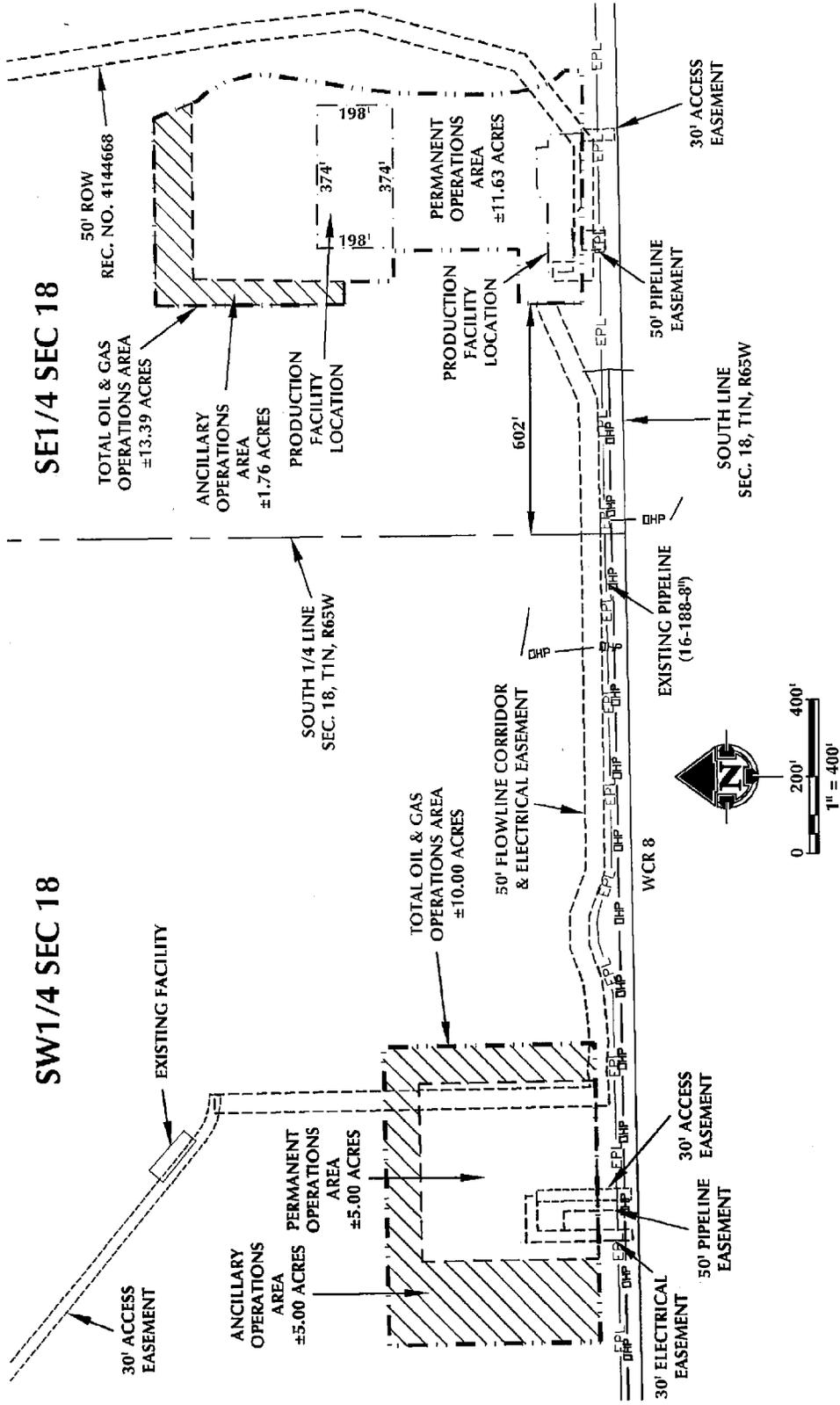
The foregoing instrument was acknowledged before me this 24 day of January, 2018 by Lindsay N. Jaffee as Agent and Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore, LP.

Witness my hand and official seal.
My commission expires: 3/12/19


Notary Public



AMENDED EXHIBIT 2



LEGEND

▤ TOTAL OIL & GAS OPERATIONS AREA

▥ ANCILLARY OPERATIONS AREA

▧ PERMANENT OPERATIONS AREA

▨ FACILITY PAD

— DHP — OVERHEAD POWERLINE

— EPL — EXISTING PIPELINE

LOCATED IN SECTION 18
T1N, R65W, 6TH P.M.
WELD COUNTY, COLORADO

PREPARED FOR:
Kerr-McGee Oil & Gas Onshore L.P.

DATE SURVEYED: 7/11/16
DATE: 11/17/17
DRAFTER: CDJ
REVISED: 1/17/18

DATA SOURCES:
- AERIAL COURTESY OF ESR, INC.

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