

**FIRST AMENDMENT TO SURFACE LOCATION, SUBSURFACE,
ROADWAY, AND PIPELINE EASEMENT**

THIS FIRST AMENDMENT TO SURFACE LOCATION, SUBSURFACE, ROADWAY, AND PIPELINE EASEMENT ("Amendment") is effective this 4th day of April, 2018 ("Effective Date"), by and among Kerr-McGee Oil & Gas Onshore LP, ("KMG"), with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202, and Bradley Alan Beierle and the Arthur Carl Beierle Estate (collectively referred to as "Surface Owner") with an address of P.O. Box 387, Platteville, Colorado 80651. Surface Owner and KMG may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Bradley Alan Beierle, Arthur C. Beierle and Great Western Operating Company, LLC ("GW") entered into a Surface Location, Subsurface, Roadway, and Pipeline Easement a/k/a Surface Use Agreement ("SUA"), dated July 29th, 2014 and recorded through a memorandum of Agreement on August 6, 2014 at Reception Number 4036137 in the records of the Clerk & Recorder of Weld County, Colorado covering Lands located in Section 26, Township 1 North, Range 66 West of the 6th P.M. ("Lands"), and

WHEREAS, KMG is successor-in-interest to GW with respect to the Lands, and

WHEREAS, the Arthur Carl Beierle Estate is successor-in-interest to Arthur C. Beierle with respect to the Lands, and

WHEREAS, Bradley Alan Beierle is the personal representative for the Arthur Carl Beierle Estate, and

WHEREAS, KMG has the right to drill oil and/or gas wells on the Lands, and

WHEREAS, Section 1 of the SUA requires the written consent of Surface Owner to increase the Surface Location Easement to greater than fifteen (15) acres, and

WHEREAS, the Parties desire to amend the SUA to, among other things, replace Exhibit A with Exhibit A1.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

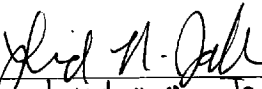
1. Pursuant Section 5 of the SUA, the Parties agree to replace Exhibit A of the SUA with Exhibit A1, attached hereto. All references to Exhibit A in the SUA are hereby deleted and replaced with Exhibit A1.
2. Pursuant to Section 1 of the SUA, Surface Owner acknowledges that the Surface Location Easement identified on Exhibit A1 is greater than fifteen (15) acres in size and consents to the Surface location Easement as shown on Exhibit A1.


3. Except as specifically amended by this Amendment and except to the extent necessary to conform to and incorporate the attached Exhibit A1 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. Surface Owner acknowledges that the SUA, as amended and corrected, is valid and in full force and hereby adopts, ratifies and confirms said SUA as of the date of its execution and recognizes the full validity of same insofar as it affects the entire right, title and interest of the undersigned in and to the Lands.
4. 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.
5. This Amendment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument.
6. This Amendment shall be recorded with the Clerk and Recorder of Weld County, Colorado.
7. Surface Owner represents that it has the full right and authority to enter into this Amendment.


IN WITNESS THEREOF, the 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.

KERR-McGEE OIL & GAS ONSHORE LP

SURFACE OWNER

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

By: 
 Bradley Alan Beierle

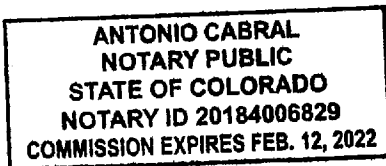
By: 
 Bradley Alan Beierle, Personal
 Representative for the Arthur Carl
 Beierle Estate

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 8TH day of
MAY, 2018 by LINDSAY N. JAFFEE, as AGENT & ATTORNEY-
IN-FACT for KERR-McGEE OIL & GAS ONSHORE LP.

My Commission expires: FEB. 12, 2022



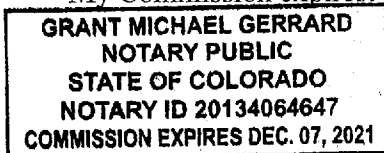
Witness my hand and official seal.

[Signature]
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 7TH day of
MAY, 2018 by Bradley Alan Beierle.

My Commission expires: DEC. 7, 2021



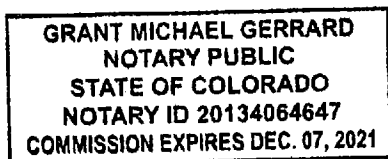
Witness my hand and official seal.

[Signature]
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 7TH day of
MAY, 2018 by Bradley Alan Beierle as Personal Representative for the Arthur
Carl Beierle Estate.

My Commission expires: DEC 7, 2012



Witness my hand and official seal.

[Signature]
Notary Public

Exhibit A1

to

**FIRST AMENDMENT TO SURFACE LOCATION, SUBSURFACE, ROADWAY,
AND PIPELINE EASEMENT effective April 4, 2018 by and between Kerr-McGee
Oil & Gas Onshore LP, Bradley Alan Beierle and the Arthur Carl Beierle Estate.**

