

**AMENDMENT AND RATIFICATION TO SURFACE USE AGREEMENT**

This AMENDMENT AND RATIFICATION TO SURFACE USE AGREEMENT (this "Amendment") is entered into this 23<sup>rd</sup> day of May, 2018 and dated effective as of December 2, 2016, by and between DIBC Cargo, LLC, a Colorado limited liability company ("Owner") and Axis Exploration, LLC, a Delaware limited liability company ("Company," and together with Owner, the "Parties") pursuant to the following terms:

RECITALS

A. Owner and Bison Oil & Gas, LLC, a Colorado limited liability company ("BOG"), entered into that certain Surface Use Agreement dated and effective December 2, 2016 (the "Agreement"), covering parts of the W/2NE/4 of Section 18, Township 3 South, Range 65 West, 6<sup>th</sup> P.M., located in Adams County, Colorado.

B. Pursuant to the terms of the Agreement, Owner and BOG agreed, among other things, to limit the surface acreage related to the Drilling Operations Area and the Oil and Gas Operations Area, both of which are further depicted on Exhibits "B" and "C" of the Agreement.

C. The Agreement was memorialized by that certain Memorandum of Surface Use Agreement recorded in the records of Adams County, Colorado at Reception No. 2016000110821.

D. Company is successor in interest to BOG and assignee of all of BOG's rights and obligations arising under the Agreement.

E. The Parties now desire to amend the Agreement to, among other things, expand the surface acreage related to the Drilling Operations Area and the Oil and Gas Operations Area.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by executing this Amendment, the Parties agree as follows:

AGREEMENT

1. Incorporation. The Parties incorporate by reference and agree to the accuracy of the Recitals set forth above.

2. Amendment.

(a) Any reference to "Exhibit(s) 'B' or 'C'" in the Agreement are hereby deleted in entirety and replaced with "Amended Exhibit 'B'" attached hereto.

(b) Paragraph 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

Drilling Operations Area & Oil and Gas Operations Area. The Drilling Operations Area consists of the area required to drill and complete the Wells, which shall not exceed 22.924 acres (the "Drilling Operations Area"), and the Oil and Gas Operations Area, which is located within the Drilling Operations Area and shall not exceed 13.35 acres (the "Oil and Gas Operations Area" or "OGOA") both of which



are depicted on Amended Exhibit "B" attached hereto and incorporated herein by this reference. The tanks and surface equipment shall be located within the "Production Equipment" area, as shown on Amended Exhibit "B." Flowlines and portions of the pipelines shall be located within the OGOA as shown on Amended Exhibit "B." Also shown on Amended Exhibit "B" are the areas for access roads located outside the OGOA and Drilling Operations Area. Material changes to the OGOA may be made by Operator with the consent of Owner, which consent shall not be unreasonably withheld provided that such changes will not unduly interfere with Owner's existing or future use of the Lands, however in no event shall the OGOA be expanded beyond 13.35 acres without the consent of Owner, which consent can be withheld at Owner's discretion. When Operator commences drilling, Amended Exhibit "B" shall be revised to show the layout of the Drilling Operations Area, OGOA, and access roads.

(c) In Paragraph 2 of the Agreement, the words "(8 acres)" are hereby deleted and replaced with "(22.924 acres)" and the words "(4 acres)" are hereby deleted and replaced with "(13.35 acres)".

(d) Paragraph 6(b) is hereby amended to add that the berms, fencing and landscaping described in said paragraph shall be located inside the Oil and Gas Operations Area in the location depicted on Amended Exhibit "B."

3. Ratification of Surface Agreement. Except as specified in this Amendment, the Agreement shall remain in full force and effect. If there is a conflict between the terms of this Amendment and those of the Agreement, the terms of this Amendment shall control. This Amendment is signed by the Owner as of the date below, but is effective for all purposes as of the Effective Date of the Agreement.

4. Capitalized Terms. Capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be treated as an original, but all of which shall together constitute one document.

6. No Waiver. No term of the Agreement or this Amendment may be varied, changed, modified, waived or terminated orally or by conduct or inaction, but only by an instrument in writing signed by any of the parties against whom the enforcement of the variation, change, modification, waiver, or termination is sought. Delay in seeking to enforce any provision herein shall not constitute or operate as a waiver of any breach of any provision hereof, nor shall such delay, or failure to act, operate as a waiver to seek enforcement of any provision hereof at any future time.

7. General Provisions. The following terms shall apply to the enforcement and interpretation of this Amendment:

(a) This Amendment shall be binding upon and inure to the benefit of the Parties' successors and assigns.

(b) This Amendment shall be governed, construed and enforced in accordance with the laws of the State of Colorado.



(c) The Parties represent that they have full authority and are competent to execute this Amendment.

(d) The Parties have had a reasonable time to consider the terms of this Amendment and an opportunity to consult with independent legal counsel to review this Amendment and to revise any provision of this Amendment with the assistance of counsel. Therefore, any ambiguity contained in this Amendment shall not be construed against the drafting party, and the parties shall be deemed to have understood the terms contained in this Amendment.

(e) The Parties each agree to undertake such other acts and execute and deliver such other documents as may be reasonably appropriate or necessary to affect the purpose and intent of this Amendment.

(f) There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties, except as expressly set forth herein.

(g) When used herein, unless the context shall otherwise provide, the singular shall include the plural and the plural shall include the singular, and the use of any gender shall include all genders.

***[Signature Pages to Follow]***



**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment effective the date and year first written above.

**OWNER:**

**DIBC Cargo, LLC, a Colorado limited liability company**


By: L. C. FULENWIDER, INC., a  
Colorado corporation, its Manager

By: 

Name: *H. Ricky Wells*  
Title: *Sr. V.P.*

**COMPANY:**

**Axis Exploration, LLC, a Delaware limited liability company**

By: 

Name: Matthew R. Owens  
Title: President

## ACKNOWLEDGEMENTS

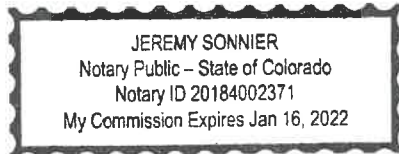
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF DENVER     )


The foregoing instrument was acknowledged before me this 1<sup>ST</sup> day of JUNE, 2018, by Matthew R. Owens, acting as President of Axis Exploration, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: 1/16/2022

(SEAL)



  
Notary Public

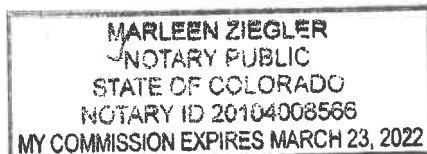
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF DENVER     )

The foregoing instrument was acknowledged before me this 31 day of MAY, 2018, by H. Rickey Wells, as Sr. Vice President of L. C. Fufenwider Inc., a Colorado corporation, Manager of DIBC Cargo, LLC, a Colorado limited liability company.

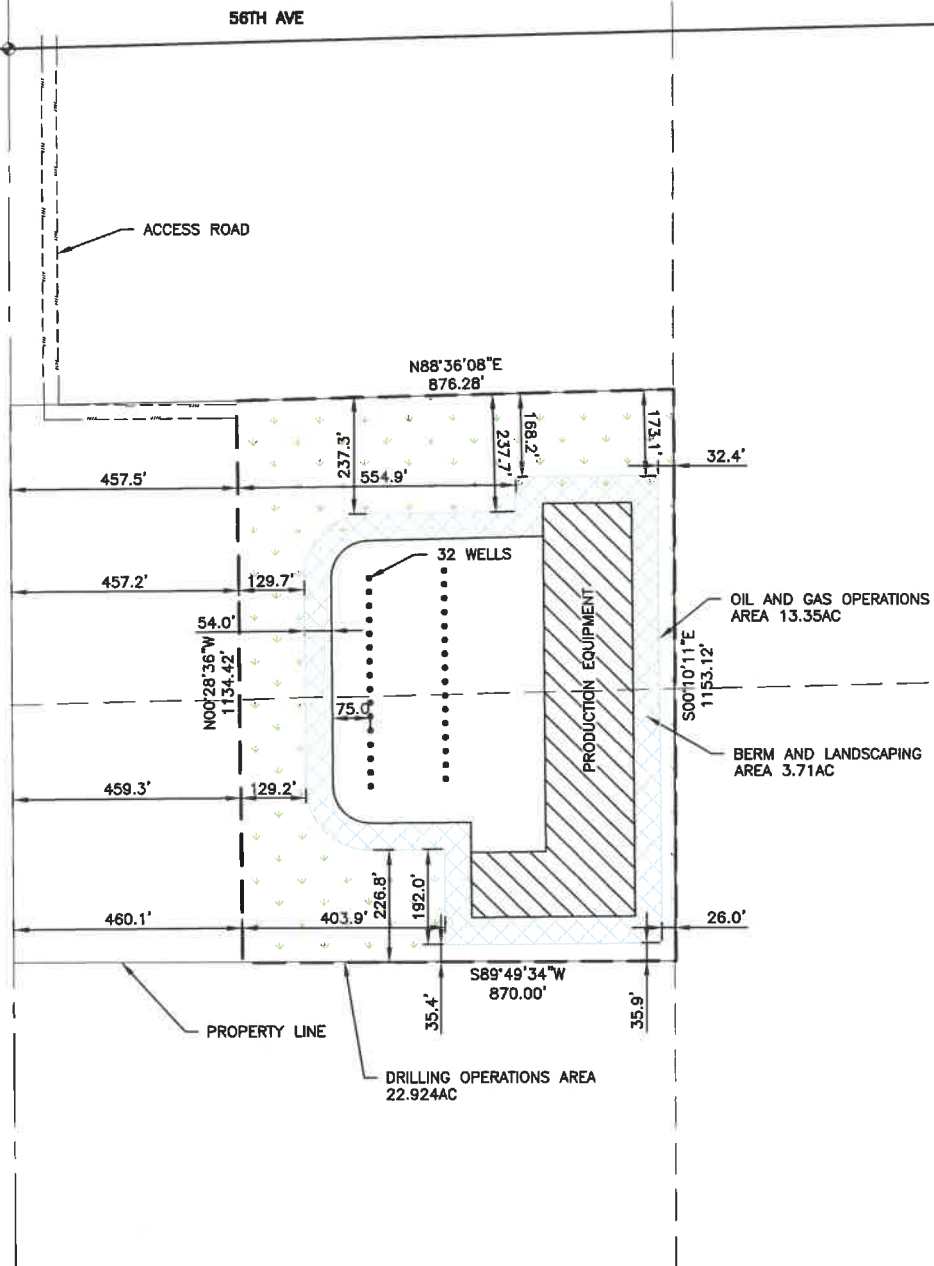
Witness my hand and official seal.

My commission expires: 3/23/2022

(SEAL)



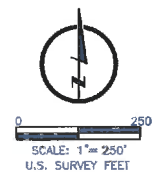
  
Notary Public



# LEGEND

- ACCESS ROAD
- DRILLING OPERATIONS AREA
- PROPERTY LINE
- LANDSCAPING AREA

OG WELLS



**LAMP RYNEARSON  
& ASSOCIATES**

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DRAWN BY	DESIGNED BY	REVIEWED BY	PROJECT - TASK NUMBER	DATE	BOOK AND PAGE	REVISIONS
KJW			0218003.12	5/14/18		

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AMENDED EXHIBIT B

*[Handwritten signature]*