

AMENDMENT TO SURFACE USE AGREEMENT

This Amendment ("Amendment") is dated and made effective this 17th day of January 2019 between **J.C. DRAKE AND ASSOCIATES, INC., EMPLOYEES TRUST** and **THE JAMES E. ROWE, JR. FAMILY TRUST**, whose address is 2550 East Alameda Circle, Denver, CO 80209, hereinafter jointly and severally referred to sometimes herein as ("Owner"); and **CONFLUENCE DJ LLC**, whose address is 1001 17th Street, Suite 1250, Denver, CO 80202 ("Operator"), as successor in interest to VERDAD OIL AND GAS CORPORATION, covering lands in T1N-R65W Section 22: A tract of land located in the S/2, lying South of the South right-of-way line of the Denver Hudson Canal as surveyed; said tract being more particularly described in "Exhibit A" of that certain Warranty Deed dated February 19th, 1993 recorded under Reception No. 2322645, Weld County, Colorado.

WHEREAS, J.C. Drake and Associates, Inc., Employees Trust and The James E. Rowe, Jr. Family Trust as ("Owner") and Verdad Oil and Gas Corporation as ("Operator") entered into a Surface Use Agreement ("SUA") dated September 2, 2014.

NOW THEREFORE, it is the desire of the Owner and Operator to ratify and confirm the SUA and Amendment, and in all things, except as expressly set forth in this Amendment, acknowledge that the SUA and First Amendment remains in full force and effect and amend the following, insofar and only insofar, as it relates to the surface location in the SW/4 of Section 22:

This Amendment increases the number of wells permitted from this location to allow for up to 15 wells, adjusts the pad placement and increases the pad size. Exhibit "A" of the original SUA will be revised and replaced with the attached.

This Amendment changes the acreage figures set out in Provision 5. Compensation to allow for the construction area to be limited to approximately fourteen (14) acres and the production site to be approximately ten (10) acres.

This Amendment changes the road width set out in Provision 6.b.i. Additional Surface Use Provisions, Access Roads/Facility to increase the road width from 16 feet to 30 feet.


This Amendment is binding upon the respective heirs, executors, administrators, successors, and assigns of the Parties.

This Amendment may be executed electronically and returned to the Parties via email. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one Amendment.


The Parties have executed this Amendment as of the date and year first written above.

OWNER:

**J.C. Drake and Associates, Inc.,
Employees Trust**

Signed: 
By: **John C. Drake, Trustee**

The James E. Rowe, Jr. Family Trust

Signed: 
By: **Todd Orlander, Trustee**
Todd Orlander, Trustee

OPERATOR:

Confluence DJ LLC

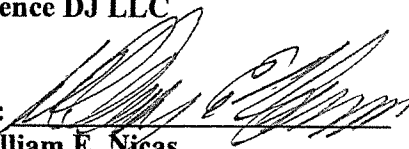
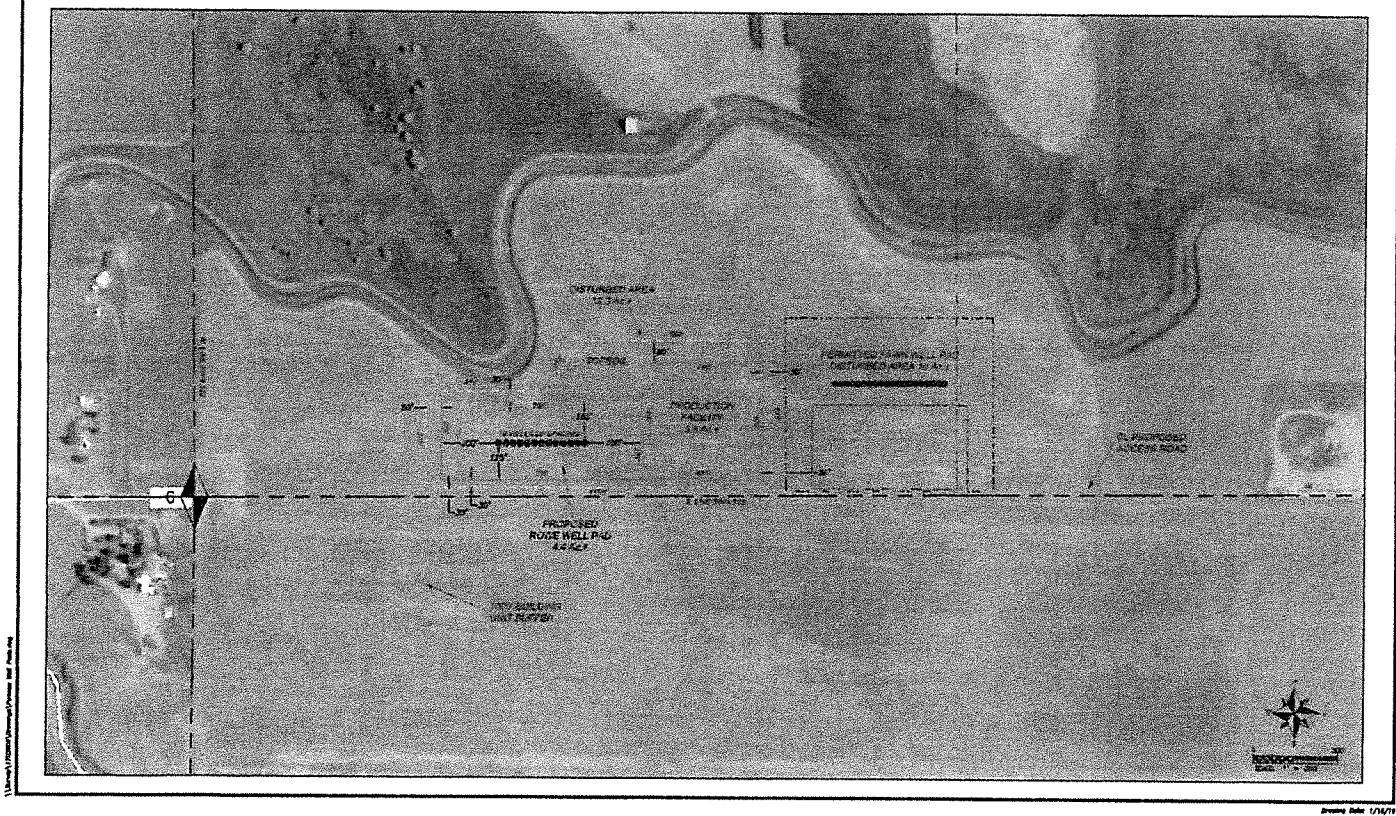
Signed: 
By: **William E. Nicas**
Its: **Vice President – Land and
Business Development**

Exhibit A

PROPOSED WELL PAD LAYOUT - ROWE WELL PAD
S/2 S/2 SECTION 22, T.1N., R.85W. 6th P.M.



Surface Use Agreement

This Surface Use Agreement ("Agreement") is made effective this 2nd day of Sept, 2014, by and between **J.C. DRAKE AND ASSOCIATES, INC., EMPLOYEES TRUST** and **THE JAMES E. ROWE, JR. FAMILY TRUST**, whose address is 2550 East Alameda Circle, Denver, Colorado 80209, hereinafter jointly and severally referred to sometimes herein as "Owner"; and **VERDAD OIL AND GAS CORPORATION**, a Texas Corporation, with offices at 5950 Cedar Springs Road, Suite 200, Dallas, Texas 75235, hereinafter sometimes referred to as "Operator"; each of the foregoing sometimes referred to individually as a "Party," or collectively as the "Parties."

For and in consideration of the covenants and agreements contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Owner, the Parties agree as follows:

1. Ownership

Owner is the surface owner of certain lands, such lands and improvements thereon hereinafter sometimes referred to as the "Lands", located in Weld County, Colorado more specifically described as follows:

TOWNSHIP 1 NORTH, RANGE 65 WEST, 6TH P.M.

Section 22: A tract of land located in the S/2, lying South of the South right-of-way line of the Denver Hudson Canal as surveyed; said tract being more particularly described in "Exhibit A" of that certain Warranty Deed dated February 19th, 1993 recorded under Reception No. 2322645.

Operator, or its affiliates, owns a working interest in valid leases covering all or portions of the Lands or lands pooled or included in a spacing unit therewith (each a "Lease," collectively, the "Leases"). Additionally, Operator may have responsibilities under a Joint Operating Agreement ("JOA") with respect to the Lands.

2. Operator's Oil and Gas Operations on the Lands

Operator intends to drill or cause to be drilled oil and/or gas well(s) on the Lands ("Wells"), as depicted approximately on Exhibit "A" attached hereto. In order for Operator to drill, construct, complete, produce, maintain, and operate the Wells and all facilities associated therewith, including, but not limited to, access roads, pipelines, gathering lines, flow lines, separators, tank batteries, electric lines and any other facilities, or property necessary for Operator to conduct operations on the Wells (each a "Facility," collectively, the "Facilities"), it is necessary that Operator enter and utilize a portion of the surface of the Lands.

The Parties enter into this Agreement to evidence their entire agreement regarding the payment of surface damages, entry, surface use, and any other matters relating to Operator's use of the Lands.

3. Location

The approximate location of the wellsite, access road, and certain other facilities to be constructed on the Lands are depicted on Exhibit A, attached and incorporated into this instrument by this reference. Any material changes to the locations of the wellsites, access roads and facilities may be made by Operator with the consent of Owner, which shall not be unreasonably withheld. Except with respect to the wellsite areas,

access roads and pipeline easements, Operator agrees to waive and relinquish any other use of the surface of the Lands, including without limitation, the right to enter upon the surface of the Lands.

4. Conduct of Operations

Operator's operations on the Lands shall be conducted pursuant to the terms of the Leases, this Agreement, the rules and regulations of the Colorado Oil & Gas Conservation Commission ("COGCC"), local rules and applicable Colorado statutes and case law. No construction or routine maintenance activities will be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of three inches deep, the soil shall be deemed too wet to adequately support equipment. Operator shall be liable for repairing ruts left by contractors, subcontractors and its agents in a timely manner after notice to Operator, alternatively Owner may repair the ruts and Operator will be responsible for Owner's reasonable and necessary expenses billed at current market rates.

5. Compensation

6. Additional Surface Use Provisions:

With respect to its operations on the Lands, Operator shall comply with the following provisions:

a. Surface Reclamation:

- i. Upon permanent cessation of drilling the Wells on each wellsite area the wellsite areas thereof no longer occupied or utilized by Operator shall be restored by Operator to their original contour, including revegetation in the condition prior to the Operator's occupation of the Lands as nearly as is reasonably practicable within 2 months after cessation. After such reclamation of a wellsite, except with respect to the Operations Area, access roads, pipeline easements, and wellsites on which drilling is ongoing or may still occur, Operator agrees to waive and relinquish any other use of the surface of the Lands, including without limitation, the right to enter upon the surface of the Lands.

b. Access Roads/Facility:

- i. In exchange for compensation described herein and other valuable consideration, Owner hereby grants, bargains, sells, assigns and conveys to Operator and its successors and assigns an easement and right-of-way for the purpose of constructing, using and maintaining access roads (not to exceed 16 feet in width), locations for facility equipment and subsurface gathering lines for the Wells drilled upon Owner's land flow lines, pipelines, and pipeline interconnections for one year from the date of commencement of surface activities for drilling operations and so long thereafter as oil and gas is produced or capable of being produced from any Wells on Owner's land. Owner reserves the right to cross the pipeline easements at approximately right angles.
- ii. Ways of ingress and egress, wellsite areas, surface equipment locations and tanker truck service areas have been agreed to by and between Owner and Operator prior to commencement of operations as delineated on Exhibit A. Operator shall gravel all access roads with at least a 6 inch gravel base with a class 5 road base and maintain them for the duration of Operator's use of the Operation Areas.

c. Other:

- i. The compensation provided for herein is acknowledged by Owner as sufficient and in full satisfaction for damages and use of the Lands caused or created by the reasonable and customary entry, right-of-ways, and operation and used of roads and wellsites. However, if by reason of the activities of the Operator, including, but not limited to, drilling, completing, equipping, and operating of the Wells, there is damage to personal property of the Owner, including, but not limited to, irrigation wells, fences, culverts, bridges, pipelines, ditches, crops, grasses, trees or irrigation systems, for which Owner has not been previously compensated pursuant to Paragraph 5, and upon Owner's notification to Operator, Operator shall repair or replace such items after consultation with and to the reasonable satisfaction of the Owner, which repair or replacement shall be accomplished by Operator within twenty-eight (28) days after final consultation with Owner.
- ii. Operator agrees that all trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the Lands that are not necessary for continued operations of the Wells shall be removed and disposed away from the Lands by Operator no later than 30 days after the completion of the Wells. No such items shall be burned or buried on the Lands by Operator.
- iii. Operator shall keep the Wells pad free and clear of noxious weeds and trash during operations.
- iv. Operator agrees to fence off the perimeter of the wellsites with temporary fencing if reasonably requested by Owner. Operator will install cattle guards where necessary and shall be responsible for restoring Owner's existing fence to its original condition at any point of access.

- v. This Agreement does not relieve Operator from liability due to Operator's negligence or due to spills or discharges of hydrocarbon or toxic substances or hazardous chemicals or wastes, or from leaks or breaks in Operator's pipelines. Damages from environmental contamination or damages by Operator's activities and payable by Operator, shall include, but not be limited to, cost necessary to remediate the site, all fines incurred, and for nonuse of contaminated land by landowner. The compensation provided herein does not relieve Operator from its responsibility and liability to restore and reclaim Owner's Lands.

7. Default and Right to Cure

In the event of alleged default by Operator in the payment of any of the sums hereinabove provided to be made, in obligations to be performed, or any other terms, conditions or covenants of this Agreement, Owner shall notify Operator of such alleged default in full and complete detail, in a writing delivered to Operator by certified mail, return receipt requested. Operator shall have thirty (30) days from its actual receipt of the written notification in which to pay, in the event of alleged non-payment, or to commence and diligently pursue a cure of any other alleged default, and upon such lapse of time, should such alleged default still remain in effect, then and only then shall Owner have the right and option to declare a default under this Agreement.

8. Waivers

Except as otherwise agreed in a subsequent writing subscribed to by both parties, no waiver by Owner of any breach by the Operator of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent or continuing breach of the same, nor shall any forbearance by Owner to seek a remedy for any particular alleged or actionable breach by the Operator be deemed to be a waiver by Owner of its rights or remedies with respect to any other alleged or actionable breach; however in no event shall Operator be liable for consequential damages.

9. COGCC Waivers

Owner hereby waives the minimum 30-day written notice requirement for operations to begin and any other and/or future notice or consultation requirements of the COGCC, including without limitation the provisions and allowed waivers under COGCC Rules 305 and 306.

Additionally, Owner hereby waives the Greater Wattenberg Area ("GWA") special well location, spacing and unit designation requirements of the COGCC, including without limitation the provisions and allowed waivers under COGCC rules 318A.a, 318A.c and 603.a.(2). These GWA waivers are solely intended to minimize surface disturbance on Owner's lands while fully complying with Owner's wishes of this Surface Use Agreement.

10. Indemnity/Release

Operator shall, and hereby expressly agrees to defend, indemnify and hold Owner, its subsidiaries and affiliates, its successors, assigns, employees, shareholders, officers, directors, trustees and agents, harmless from and against any and all loss, expense, liens, claims, demands and causes of action of every kind and character (including those of the parties, their agents and employees), for death, personal injury, property



damage or other liability, damage, fine or penalty, including costs, attorney fees and settlements arising out of or in connection with the Operator's operations, activities, and/or work, and any act or omission of Operator or any of its subcontractors, agents, employees, invitees or licensees. Operator is required by COGCC Rule 708 to carry liability insurance and Owner shall be named as an additional insured on any such policy.

11. Notice for Additional Operations

Operator shall comply with COGCC rules and regulations and local ordinances, requiring that advance notice be provided to Owner for subsequent operations on the Wells, including, but not limited to, reworking operations thereto. Operator shall pay repair all damages caused by reworking the Wells.

12. Notices

Written notice by either Party shall be timely given by United States mail, postage prepaid and addressed to either Party at the address as designated above or to such other place as either Party may from time to time designate by written notice delivered in the way described in this paragraph to the other:

13. Binding Effect

The covenants and conditions herein contained and all of the provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their respective heirs, representatives, successors and assigns. Owner agrees to notify any and all tenants of Lands and any other third parties utilizing the surface of the Lands who may be affected by Operator's activities on the Lands. It shall be Owner's sole responsibility to advise such third parties of the existence of this Agreement and Operator's right to utilize the surface of the Lands pursuant to this Agreement; and payment of consideration, if any, which may be due any such third party from Owner as a result of Operator's actions on the Land under this Agreement shall be the sole obligation of Owner.

14. Confidentiality

In addition to any other confidentiality requirements provided for herein, Owner agrees to keep the terms and conditions of this agreement confidential and shall not disclose such matters to any third party, unless owner is ordered to do so by specific order of the court in a legal proceeding. Notwithstanding the foregoing, owner may disclose terms to owner's legal advisors, and payment terms to owner's official tax advisors and appropriate government taxing authorities. While the specific terms hereof are to be held in strict confidence by Owner, Operator may at its option record a memorandum of this agreement in Weld County, Colorado and with any other appropriate agency of government.

15. Entire Agreement

This instrument contains the entire agreement between the Parties and all prior negotiations and representations are merged within this instrument, and the terms of such may not be modified orally or in any other manner other than by agreement in writing signed by all Parties or their respective heirs, representatives, successors or assigns.

16. Termination



This Agreement shall remain in effect unless and until specifically abandoned by Operator in a writing delivered to Owner, or filed by Operator in the records of Weld County, Colorado or the Oil and Gas Lease under which the Wells were drilled is terminated. All rights to indemnification and requirements for reclamation and provisions relating thereto shall survive termination of this Agreement.

17. Counterparts

This Agreement shall be executed in duplicate originals, each party to retain one such original. This Agreement shall be binding if properly signed and fully executed and sent by facsimile transmitted to the other Parties. Without affecting the validity of the foregoing manner of execution, the Parties agree to follow-up such facsimile executions with standard paper originals signed by the parties as soon as may be practical.

18. Governing Law and Venue

This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Colorado; and Weld County, Colorado, shall be the forum for resolution of all disputes under this Agreement.

19. Force Majeure

The passage of any deadline or time relevant under this instrument shall be deemed tolled, and nonperformance of any required obligation that Operator may have under this instrument shall be excused without penalty to Operator as to any time period, in which Operator is prevented or hindered from performing due to any governmental action or inaction, and any force majeure which shall include without limitation any act, circumstance, event or condition beyond the control of Operator which shall include without limitation any act, warning or threat of terrorism, war, revolution, rebellion, insurrection, riot, civil commotion, blockade, embargo, shortage of necessary expertise, and shortage or lack of transportation and delivery of necessary tools, equipment, material and supplies due to market conditions, act or restraint of government, strike, lockout, picketing, boycott, or damage by earthquake, fire, hurricane, tornado, flood, wind, storm, temperature extreme or other weather instability, disaster or condition, or by reason of any other circumstance or combination of same beyond Operator's control.

20. Attorney's Fees and Costs

If either party defaults under this Agreement, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, incurred by the non-defaulting party in enforcing this Agreement, with or without litigation.

21. Authority of Signatories

The signatories below declare, warrant and represent that they have the authority to enter into this Agreement on behalf of their respective principals, if any.



22. **Binding Effect**

This Agreement constitutes a covenant running with the Lands and shall be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors, affiliates, administrators, trustees, authorized representatives, executors and assigns.

23. **Limitation on Rights.** The Lands may not be used in connection with operations not directly related to the Wells subject to this Agreement without Owner's written consent. Operator shall not use, cross, or enter upon the Lands or permit others to use, cross, or enter upon the Lands in connection with any operations not directly related to the Wells.

Agreed to and made effective the date first written above, by the parties:

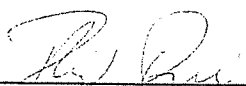
OWNER:

J.C. DRAKE AND ASSOCIATES, INC.,
EMPLOYEES TRUST


By: John C. Drake, Trustee

OPERATOR:

VERDAD OIL AND GAS CORPORATION,
a Texas Corporation

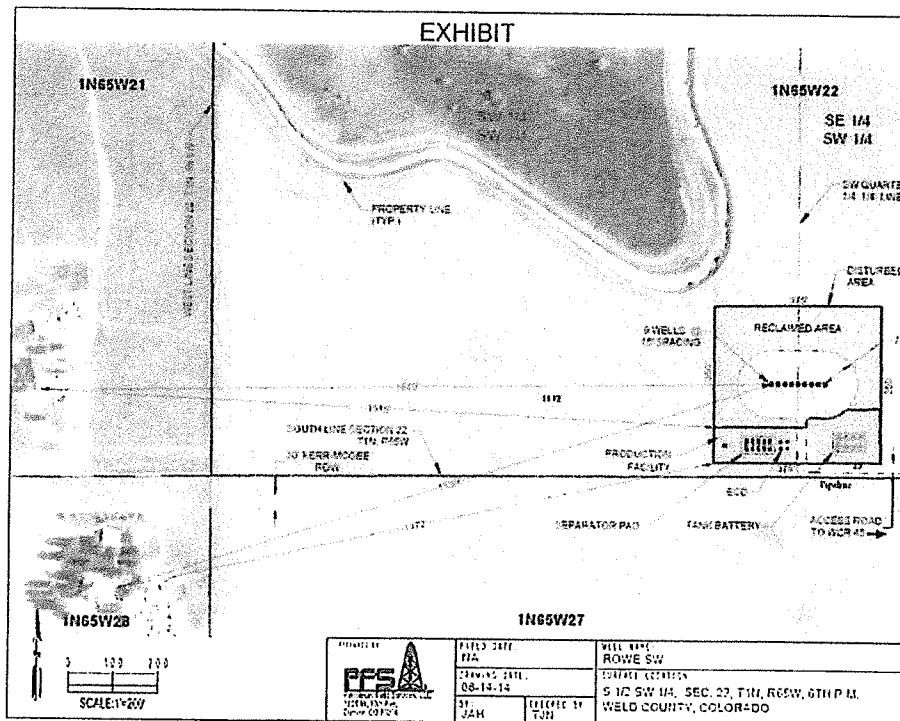
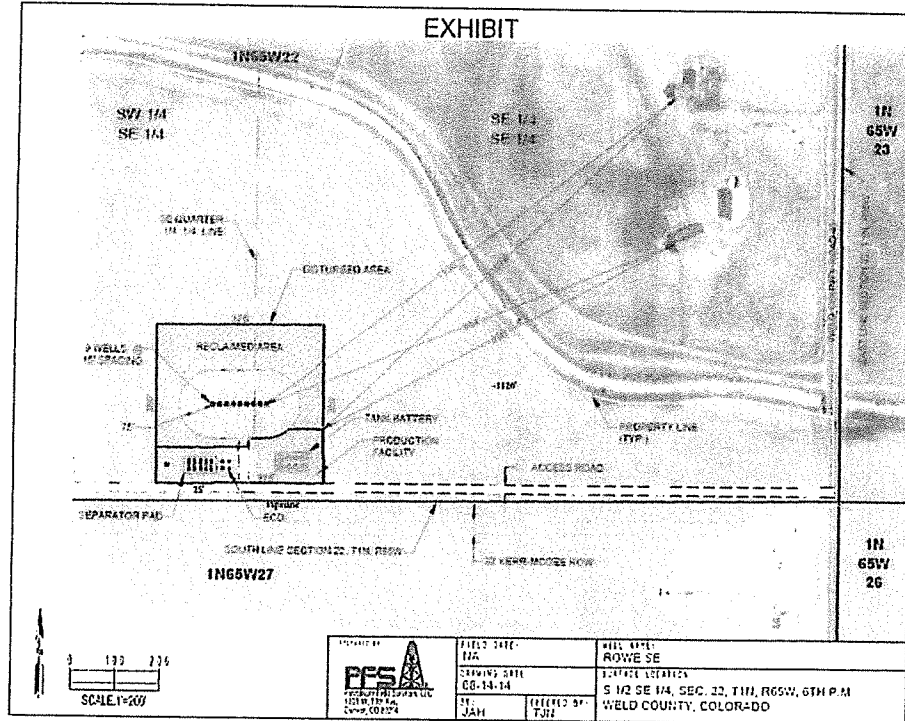

By: Philip Davis, Vice President of Land

THE JAMES E. ROWE, JR. FAMILY TRUST


By: Wesley Weaver, Trustee

Exhibit A

TOWNSHIP 1 NORTH, RANGE 65 WEST, 6TH P.M., WELD COUNTY, COLORADO
SECTION 22: PT S/2 per "Exhibit A" in Warranty Deed recorded under Reception No. 2322645.



*Approximately one-half mile between the two wellsites

MP