

**AMENDMENT TO EASEMENT, RIGHT-OF-WAY, AND SURFACE DAMAGES
AGREEMENT**

THIS AMENDMENT TO EASEMENT, RIGHT-OF-WAY, AND SURFACE DAMAGES AGREEMENT (“First Amendment”) is effective this 25th day of November, 2013, by and between Kerr-McGee Oil & Gas Onshore, LP (“KMG”) with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202 and Guy W. De Jane and Jami De Jane (“Surface Owner”) with an address of 14518 County Road 7, Mead, CO 80524.

A. Surface owner owns the surface estate for property within Weld County, located generally in the W/2SE/4 of Section 36, Township 4 North, Range 66 West, referred to hereinafter as the “Land”.

B. KMG owns oil and gas leasehold rights in the Land and has the right to drill oil and/or gas wells on the Land.

C. KMG and Surface Owner entered into that certain Easement, Right-of-Way, and Surface Damages Agreement dated October 15, 2013 and recorded November 1, 2013 at Reception No. 3975130 in the Office of the Clerk and Recorder of Weld County “Existing SUA” which provides for the compatible development of the surface estate and the oil and gas leasehold estate for the Land.

D. The purpose of this First Amendment is to eliminate Exhibit “A” of the Existing SUA, rendering it ineffective, and replacing it with Exhibit “B” below.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Amendment and the Existing SUA, including in the recitals, KMG and Surface Owner agree as follows:

1. New Exhibit. Exhibit “A” to the Existing SUA is hereby replaced with Exhibit “B” attached hereto and incorporated herein. All references to Exhibit “A” in the Existing SUA shall hereafter refer to and incorporate Exhibit “B”.

2. Term Used within the Existing SUA. A capitalized or defined term used in this First Amendment shall have the same meaning as the term is used in the Existing SUA.

3. The Existing SUA Continues in Effect/ Conflicts. All capitalized terms used herein shall have the same meaning as in the SUA not specifically amended herein shall continue in effect unchanged, except to the extent necessary to conform and incorporate Exhibit “B”.

4. Binding on Successors and Assigns/Covenant that Runs with the Land. This First Amendment and the Existing SUA are binding upon KMG and Surface Owner, and their successors and assigns and inure to their benefit. This First Amendment and the Existing SUA shall be covenants that run with the Land.

5. Counterpart Execution. This First Amendment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute on and the same instrument.

6. Recording. This First Amendment shall be recorded with the Clerk and Recorder of Weld County.


IN WITNESS WHEREOF, KMG and Surface Owner 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.

SURFACE OWNERS

Kerr-McGee Oil & Gas Onshore, LP

By: 
Guy W. DeJane

By: 
David Bell
Agent and Attorney-In-Fact 

By: 
Jami DeJane


AGREED TO AND ACCEPTED under the terms and conditions as set forth in the applicable signature block in the Existing SUA.

ACKNOWLEDGMENTS

STATE OF COLORADO)
)ss
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 6th day of December 2013, by Guy W. Dejane, Surface Owner.

Witness my hand and official seal.

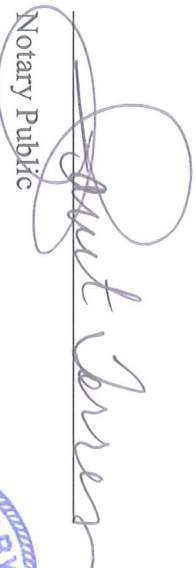

Notary Public

My commission expires 3-30-2015

STATE OF COLORADO)
)ss
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 6th day of December, 2013, by Jami Dejane, Surface Owner.

Witness my hand and official seal.


Notary Public

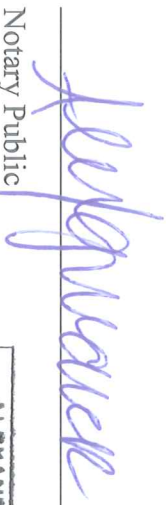
My commission expires 3-30-2015



STATE OF COLORADO)
)ss
COUNTY OF Weld)

This instrument was acknowledged before me this 12th day of December, 2013, by David Bell, Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of said company.

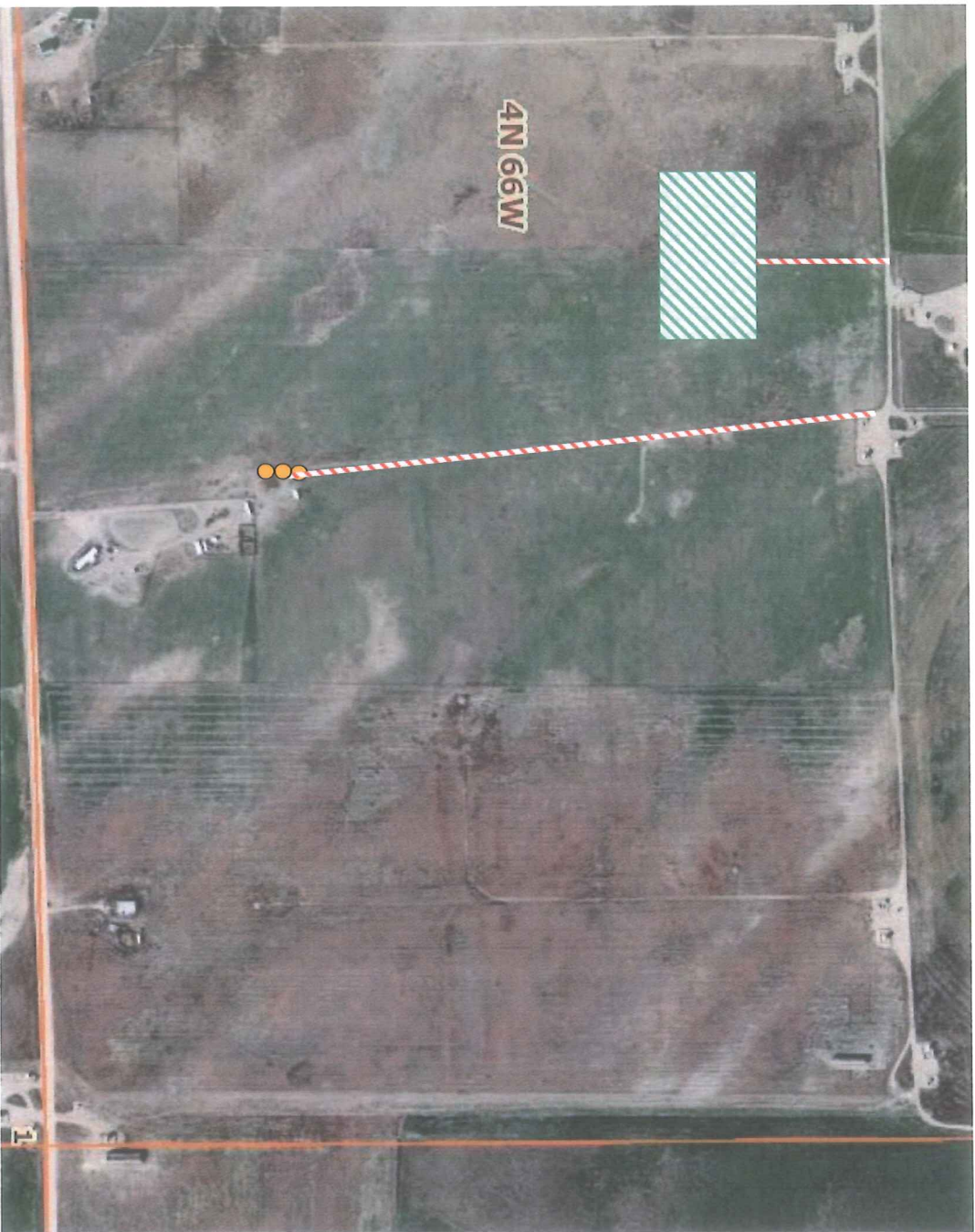
Witness my hand and official seal.


Notary Public

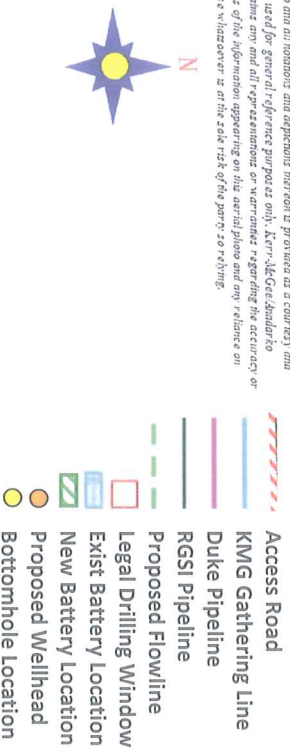
My commission expires 11-21-2017




EXHIBIT “B”



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Aerial Photo Sec. 36-T4N-R66W Weld County, CO		
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