

## 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 25<sup>th</sup> day of November, 2013, by and between Kerr-McGee Oil & Gas Onshore, LP (“KMG”) with an address of 1099 18<sup>th</sup> 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 one 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

By: Guy W. De Jane  
Guy W. De Jane

By: Jami De Jane  
Jami De Jane

Kerr-McGee Oil & Gas Onshore, LP

By: David Bell  
David Bell  
Agent and Attorney-In-Fact *agw*

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

ACKNOWLEDGMENTS

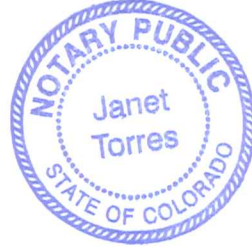
STATE OF COLORADO )  
COUNTY OF Weld )ss  
 )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December, 2013, by Guy W. DeJane, Surface Owner.

Witness my hand and official seal.

Janet Torres  
Notary Public

My commission expires 3.30.2015



STATE OF COLORADO )  
COUNTY OF Weld )ss  
 )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December, 2013, by Jami DeJane, Surface Owner.

Witness my hand and official seal.

Janet Torres  
Notary Public

My commission expires 3.30.2015



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STATE OF COLORADO )  
COUNTY OF Weld )ss  
 )

This instrument was acknowledged before me this 12<sup>th</sup> 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.

Alexandra G Weaver  
Notary Public

My commission expires 11.21.2017

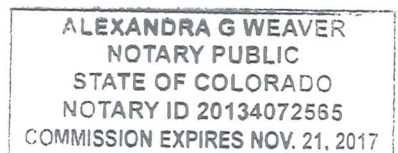




EXHIBIT “B”



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- Access Road
- KMG Gathering Line
- Duke Pipeline
- RGS Pipeline
- Proposed Flowline
- Legal Drilling Window
- Exist Battery Location
- New Battery Location
- Proposed Wellhead
- Bottomhole Location

		
<b>Aerial Photo Sec. 36-T4N-R66W Weld County, CO</b>		
Author: Teddy Ruampant	Edited By: Ali Weaver	Last Edited: 11/21/13

**EASEMENT, RIGHT-OF-WAY  
and  
SURFACE DAMAGES AGREEMENT**

This Easement, Right-of-Way and Surface Damages Agreement ("Agreement") is entered into as of March 14, 2014, by and between Fred R. Krumpeck and Rockelle R. Rissler, ("Surface Owner"), whose address is 17313 Weld County Road 38, Platteville, Colorado 80651 and Kerr-McGee Oil & Gas Onshore LP, ("KMG"), with offices at 1099 18<sup>th</sup> St., Suite 1800, Denver, CO 80202, covering certain lands (the "Lands") situated in Weld County, Colorado, described as follows for those "Wells" specifically listed below:

Township 4 North, Range 66 West, of the 6<sup>th</sup> P.M.  
Section 36: E/2SW/4: Lot "B" of Recorded Exemption RE4809  
Horizontal Wells (the "Wells"):  
RISSLER STATE 30N-36HZ                      RISSLER STATE 4N-36HZ  
RISSLER STATE 29C-36HZ                      RISSLER STATE 3N-36HZ

For and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees to the terms and provisions set forth as follows:

1.     Compensation for Operations; Release of Claims

KMG shall pay to Surface Owner the sum and perform the obligations set forth in and according to the terms of that certain Letter Agreement by and between Surface Owner and KMG of even date, as full consideration and final settlement and satisfaction for any and all reasonable and customary detriment, depreciation, injury or damage of any nature to the Lands or growing crops thereon that may occur as a result of KMG drilling and completion operations on the Lands related to the Wells, and its continuing activities for the production and/or transportation of oil, gas, or other hydrocarbons or products associated with such operations and activities including, but not limited to, surface use, access, mud and reserve pits, wellhead equipment, separators, tank batteries, pipelines, gathering lines, flowlines, pipeline interconnections, and any and all other reasonable and customary uses of land related to said operations or activities.

KMG shall indemnify and hold harmless Surface Owner for injury and/or death to KMG's employees during the drilling and completions operations which are governed by this Agreement directly resulting from livestock owned by Surface Owner on the Lands. KMG and Surface Owner both waive any right to consequential, indirect, punitive or exemplary damages under this Agreement.

2.     Acknowledgement of Right of Way and Easement

Surface Owner acknowledges and understands that KMG, as owner or lessee of the oil and gas estate for the Lands, owns an easement and right-of-way that burdens the Lands, and that KMG has a continuing right and entitlement to construct, own, operate, maintain, repair and replace all flowlines, gathering lines, other pipelines and related equipment that may be necessary or convenient to its operations on the Lands related to the Wells, including but not limited to, constructing, using and maintaining access roads, locations for surface equipment and subsurface gathering lines, pipelines and pipeline interconnections for its operations and activities related to the Wells; provided, however, KMG agrees that it will not construct pipelines in a manner that interferes with existing improvements on the Lands at the time the pipelines are proposed to be constructed. Except as to the Wells, this Agreement does not affect or in any way limit the rights of KMG pursuant to any oil and gas lease that covers all or any portion of the Lands.

Surface Owner further agrees that, Kerr-McGee Gathering LLC, an affiliate of KMG, or another third party gas gatherer designated by KMG, may exercise the easement rights described herein.

3.     Waivers

Surface Owner hereby waives its right to and covenants not to protest or object to the use of the surface of the Lands related to the Wells so long as such use is consistent with this Agreement. Furthermore, Surface Owner will provide KMG or its successors and assigns with any and all written support they may reasonably require to obtain permits from the Colorado Oil and Gas Conservation Commission or any local jurisdiction.

4. Surface Locations

Locations for ingress and egress to the well(s), the well site area, tank battery/treater locations and tanker truck service areas shall be the locations depicted on the attached Exhibit "A". This Agreement does not in any way limit the rights of KMG to drill additional wells with associated facilities, access and pipeline easements on the Lands or to exercise all rights consistent with its mineral ownership or lessee rights. Exhibit "A" shall be amended as necessary to identify such future locations.

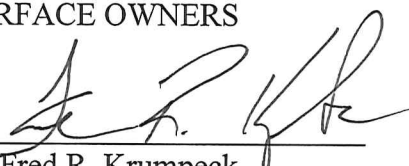
Surface Owner acknowledges that one or more well names may change and specifically agrees that such a name change(s) will not render this Agreement null and void as to such well(s), nor shall KMG be required to amend or modify this Agreement so long as the surface location of the well(s) remains the same.

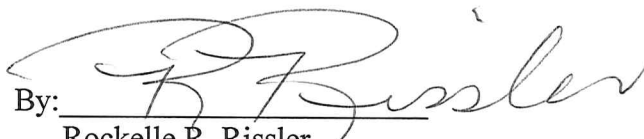
5. Binding Agreement

This Agreement shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.



The undersigned have executed this Agreement as of the day first above written.

SURFACE OWNERS

By:   
Fred R. Krumpeck

By:   
Rockelle R. Rissler

Kerr-McGee Oil & Gas Onshore LP,

By:   
David Bell  
Agent & Attorney-in-Fact 

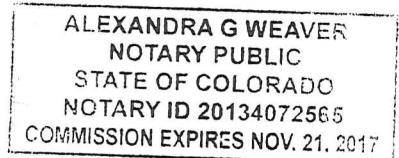
STATE OF COLORADO )  
 )ss  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 14 day of MARCH, 2014, by Fred R. Krumpeck, surface owner.

Witness my hand and official seal.

Alexandra G Weaver  
Notary Public

My commission expires November 21, 2017



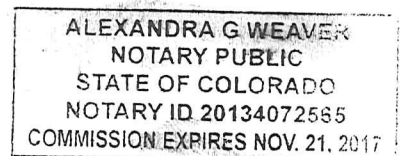
STATE OF COLORADO )  
 )ss  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 14 day of MARCH, 2014, by Rockelle R. Rissler, surface owner.

Witness my hand and official seal.

Alexandra G Weaver  
Notary Public

My commission expires November 21, 2017



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STATE OF Colorado )  
 )ss  
COUNTY OF Weld )

This instrument was acknowledged before me this 18 day of MARCH, 2014, 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.

Alexandra G Weaver  
Notary Public

My commission expires November 21, 2017

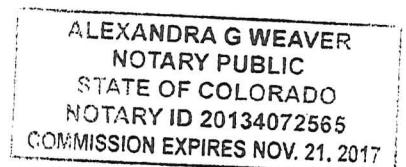




EXHIBIT "A"  
to the Easement, Right-of-Way and Surface Damages Agreement



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- Access Road
- New Battery Location
- Proposed Wellhead

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