

## SECOND AMENDMENT TO SURFACE USE AGREEMENT

THIS SECOND AMENDMENT TO SURFACE USE AGREEMENT (this "Second Amendment") is made and entered into this effective 30 day of April 2012, by and between KERR-MCGEE OIL & GAS ONSHORE LP, a Delaware limited partnership ("KMG") and MIRACLE ON 34, LLC, a Colorado limited liability company ("Miracle"), NORTH TIMNATH PROPERTIES, LLC, a Colorado limited liability company, and J & J HOLDINGS, LLC., a Colorado limited liability company (collectively, "Surface Owners").

### RECITALS

A. Miracle On 34, LLC, a Colorado limited liability company, as Lessor, and KMG, as Lessee, are parties to that certain Oil and Gas Lease dated May 1, 2008, recorded May 5, 2008, at Reception No. 20080028415 of the Larimer County, Colorado records (the "Oil and Gas Lease").

B. The Oil and Gas Lease covers the following described real property located in the County of Larimer, State of Colorado (the "Property"), to-wit:

The South ½ of Section 12, Township 5 North, Range 68 West of the 6<sup>th</sup> P.M., less that portion in Highway 34 on the South side of said land (included in the leased out parcels are those portions contained in Deeds recorded April 11, 1934, in Book 637 at Page 458, and March 25, 1974, in Book 1593 at Page 944), County of Larimer State of Colorado.

C. As contemplated by the Oil and Gas Lease, Miracle (the then surface owner) and KMG entered into a Surface Use Agreement dated as of May 1, 2008, recorded May 5, 2008, at Reception No. 20080028416 of the Larimer County, Colorado records pertaining to the Property, as amended by First Amendment to Surface Use Agreement dated April 5, 2010, at Reception No. 20100022408 of the Larimer County, Colorado records (collectively, the "Surface Use Agreement").

D. By subsequent Assignment and Assumption of Surface Use Agreement, Miracle has assigned its rights, title and interests in and to the Surface Use Agreement insofar as it pertains to a portion of the Property described therein, to North Timnath Properties, LLC. By subsequent Assignment and Assumption of Surface Use Agreement, Miracle has assigned its rights, title and interests in and to the Surface Use Agreement insofar as it pertains to a portion of the Property described therein, to North Timnath Properties, LLC and J & J Holdings, LLC.

E. The Surface Use Agreement was amended a second time by an amendment that was recorded in the records of Weld County, Colorado on February 28, 2012 at Reception No. 3827700 which amendment the parties intend to terminate.

F. The parties now desire to amend the Surface Use Agreement in certain respects as more fully set forth below.

### AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein, the mutual benefits to be derived herefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The amendment of Surface Use Agreement referred to in Recital E is terminated and deemed null and void by the Parties and this Second Amendment replaces it in its entirety.

2. Sections 1 and 2 of the Surface Use Agreement are hereby amended by deleting from the Surface Use Agreement Exhibit B-2 attached thereto and substituting therefor Exhibit B-2 attached hereto and to provide that the term "Oil and Gas Operations Areas" shall, subject to the other terms, conditions and limitations set forth in this Second Amendment, mean (i) the 97' x 561' parcel identified on Exhibit B-2 attached hereto and incorporated herein by this reference as the "Permanent Operations Area," (ii) the 250' x 561' parcel identified on Exhibit B-2 attached hereto and incorporated herein by this reference as the "Temporary Operations Area" and (iii) the "Temporary and Permanent Operations Areas" depicted on new Exhibit B-3 attached hereto; it being agreed that the "Permanent Operations Area" on Exhibit B-3 is that area depicted with the dimensions of 291' by 421' by 145' by 37' and by 253' (collectively referred to herein as the "Additional Operations Areas"). In addition to the Additional Operations Areas, Surface Owners agree and accept the 20' Permanent Easement for flowlines that is depicted generally on Exhibit B-3.

3. Surface Owners shall set aside and provide to KMG the Additional Operations Areas and the Permanent Easement in their present conditions for any operations conducted by KMG in connection with additional horizontal wells to be located on the Property not contemplated by the original Surface Use Agreement, as amended, (the "Additional Horizontal Wells"), including, but not limited to, drilling and production activities, workovers, deepening, recompletion, fracturing and replacement wells. Notwithstanding the foregoing, and notwithstanding any terms of the Surface Use Agreement, as amended, or of the Oil and Gas Lease, any such Additional Horizontal Wells shall be drilled only to locations that will drain or produce from the Property pursuant to the Oil and Gas Lease (including land pooled with the Property pursuant to the Oil and Gas Lease), and no activities whatsoever shall be conducted by KMG on the Additional Operations Areas for the purpose of draining or producing oil, gas or other minerals (or exploring for same) on any other lands.

4. Notwithstanding any other terms or conditions of this Second Amendment or of the Surface Use Agreement to the contrary, the additional rights granted to KMG pursuant to paragraph 2 above, shall cease and terminate unless KMG has commenced actual drilling operations for the Additional Horizontal Wells within the times provided in Paragraph 5 below and thereafter pursues same to completion in accordance within the times provided in Paragraph 5 below.

5. The Temporary Operations Area, as depicted on Exhibit B-2, shall be available to and used by KMG only during the course of drilling, fracturing and completion operations for the Additional Horizontal Wells, and only if any such operations are commenced on or before forty two (42) months from the date of this Second Amendment and thereafter diligently pursued to completion within eighteen (18) months after commencement of the last such Additional Horizontal Well, and upon completion of such operations (or in any event upon the expiration of such periods of time), KMG's right to access and use the Temporary Operations Area shall automatically cease and terminate (subject to any obligations of KMG with respect to the condition of the Temporary Operations Area as provided in the Surface Use Agreement). Any ongoing production and related activities with respect to the Additional Horizontal Wells shall thereafter be conducted by KMG solely within the Permanent Operations Area. The Temporary Operations Area, as depicted on Exhibit B-3, shall be available to and used by KMG only during the course of drilling, fracturing and completion operations for Additional Horizontal Wells, and only if any such operations are commented on or before fifteen (15) months from the date of this Second Amendment and thereafter diligently pursued to completion within eighteen (18) months from the commencement of actual drilling operations on the lands covered by Exhibit B-3.

6. Section 4 of the Surface Use Agreement, as amended, is hereby amended to reflect that "Future Pipelines" shall also mean and include any additional pipelines reflected on Exhibit B-2 attached hereto. The right of KMG to install, access or use any such pipelines and the pipelines in the Permanent Easement depicted on Exhibit B-3 shall be subject to the terms and conditions with respect to Petroleum Pipeline Easement(s) as set forth in the Surface Use Agreement, as amended,

7. Section 6.e. of the Surface Use Agreement is hereby amended to also provide that any additional storage tanks installed by KMG within the Permanent Operations Areas shall be limited in height to ten feet (10'). In addition, in the event that total combined storage capacity on all of the Oil and Gas Operations Areas and Permanent Operations Area are such that not all tanks in place are needed for such capacity, any tanks installed on the Permanent Operations Area shall be the first to be removed. In addition, KMG agrees to use electric pump jacks with respect to any operations in the Permanent Operations Area if and to the extent that electrical power is reasonably accessible.

8. Section 23 of the Surface Use Agreement is hereby amended to provide that KMG shall pay to Surface Owners, to be allocated among Surface Owners as they deem appropriate, the amounts, per well included in the Additional Operations Areas set forth in a separate letter agreement between KMG and Surface Owners, which amounts shall be due and payable as set forth in such letter agreement (which letter agreement is incorporated herein by this reference).

9. Except as expressly amended and modified herein, all of the terms and provisions of the Surface Use Agreement shall remain the same, and the validity of the Surface Use Agreement is hereby reaffirmed by the parties.

10. This Second Amendment may be executed in any one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

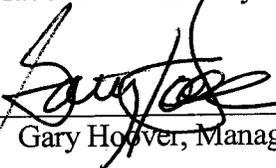
11. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Surface Use Agreement as of the day and year first above written.

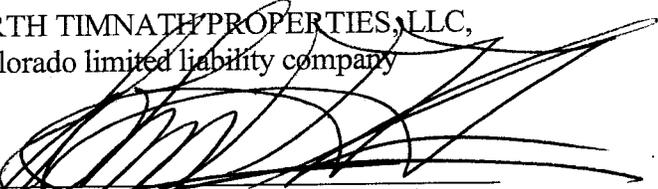
KERR-MCGEE OIL & GAS ONSHORE LP,  
a Delaware limited partnership

By:   
David H. Bell  
Agent and Attorney-In-Fact

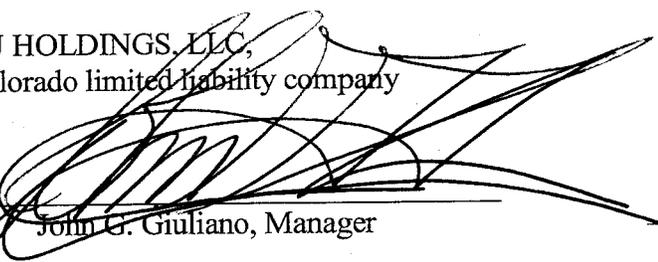
MIRACLE ON 34, LLC,  
a Colorado limited liability company

By:   
Gary Hoover, Manager

NORTH TIMNATH PROPERTIES, LLC,  
a Colorado limited liability company

By:   
John G. Giuliano, Member

J & J HOLDINGS, LLC,  
a Colorado limited liability company

By:   
John G. Giuliano, Manager

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Adams )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 2012, by David H. Bell as Agent and Attorney-In-Fact of KERR-MCGEE OIL & GAS ONSHORE LP, a Delaware limited partnership.



WITNESS my hand and official seal.

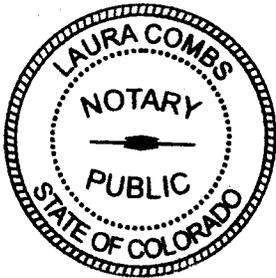
[Signature]  
Notary Public  
My Commission Expires: 9/27/2015

**My Commission Expires 9-27-2015**

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 2012, 2011, by Gary Hoover as Manager of MIRACLE ON 34, LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

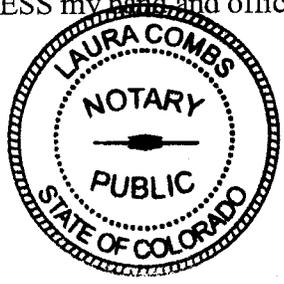


Laura Combs  
Notary Public  
My Commission Expires: 4/3/15

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Weld )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 2012, by John G. Giuliano as Member of NORTH TIMNATH PROPERTIES, LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

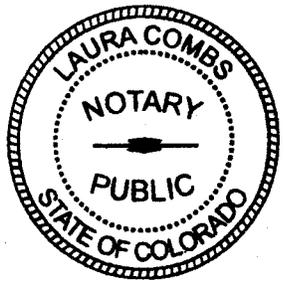


Laura Combs  
Notary Public  
My Commission Expires: 6/3/15

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Weld )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 2012, by John G. Giuliano as Manager of J & J HOLDINGS, LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.



Laura Combs  
Notary Public  
My Commission Expires: 6/3/15

EXHIBIT "B-2"  
ATTACHED TO AND MADE A PART OF THE  
SECOND AMENDMENT TO SURFACE USE AGREEMENT  
BY AND BETWEEN KERR-MCGEE OIL & GAS ONSHORE LP, A DELAWARE LIMITED PARTNERSHIP  
("KMG") AND MIRACLE ON 34, LLC, A COLORADO LIMITED LIABILITY COMPANY, NORTH TIMNATH  
PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND J & J HOLDINGS, LLC., A  
COLORADO LIMITED LIABILITY COMPANY (COLLECTIVELY, "SURFACE OWNERS").

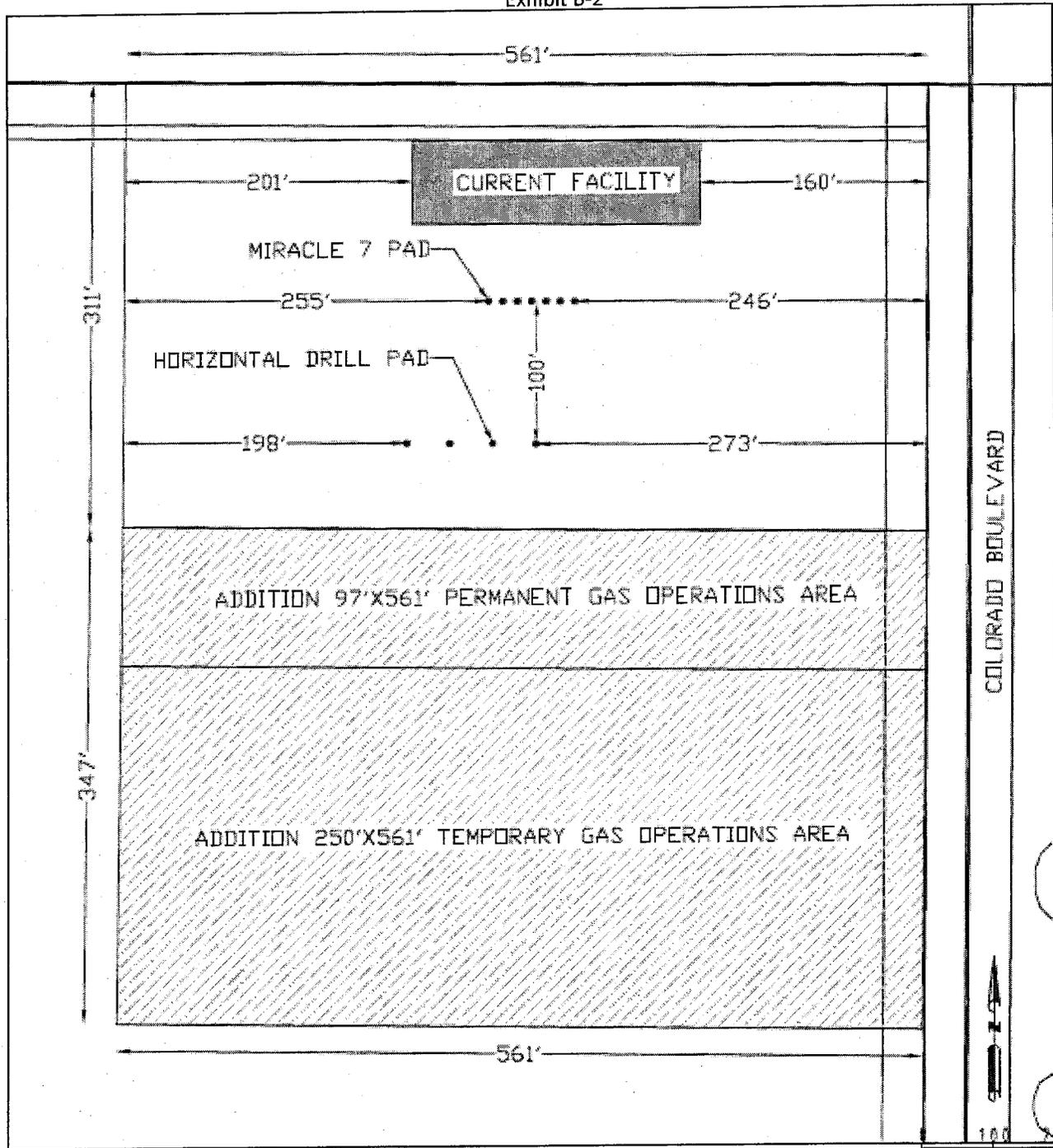
Operations Area(s)

[SEE ATTACHED]

# MIRACLE EXPANDED OPERATIONS AREA

SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST, 6TH P.M.

Exhibit B-2



COLORADO BOULEVARD

100

SCALE: 1"=100'

REVISIONS	
INITIAL	DATE

PREPARED BY:

**PFS**  
 Petroleum Field Services, LLC  
 1801 W. 13th Ave.  
 Denver, CO 80204

KERR-MCGEE OIL & GAS ONSHORE LP

FIELD DATE:  
01-26-10

DRAWING DATE:  
09-28-11

BY:  
TJN

PAD NAME:  
EXPANDED OPERATIONS AREA

SURFACE LOCATION:

LARIMER COUNTY, COLORADO  
 NE 1/4 SE 1/4, SEC. 12, T5N, R68W

# EXHIBIT B - 3

**SE¼ SE¼ SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN**



<b>Legend</b> Proposed Well Fence Underground Pipeline Public Road Powerline Irrigation Ditch	20' Permanent Easement Permanent Operations Area Temporary Operations Area Facilities Enclosure	<p style="text-align: center;">** All Measurements are Made from Reference Well MIRACLE WEST **</p> <p style="text-align: center;">Lat: 40.408929° Long: -104.945458° (NAD83) Elevation: 4951 Feet</p> <p style="text-align: center;">Surface Use: Dryland Crop</p>
<p style="font-size: small;">Petroleum Field Services</p> <p style="text-align: center;"><i>Use our resources to find yours!</i> <a href="http://www.petro-fs.com">www.petro-fs.com</a> (303) 928-7128</p>	Field Date: 03/13/2012 Drafting Date: 04/18/2012 Drafter: HMB Checked By: BHF	Data Sources: - Aerial courtesy of Anadarko Petroleum Corporation (2010)
		Prepared for: <b>Anadarko</b> Petroleum Corporation <b>KERR-MCGEE OIL &amp; GAS ONSHORE LP</b>