

FIRST AMENDMENT TO SURFACE DAMAGE AND RELEASE AGREEMENT

This First Amendment to the Surface Damage and Release Agreement (the "First Amendment") is entered into effective as of the 31 day of May, 2017, by and between Kiyota Properties, LLC, a Colorado limited liability company ("Owner") with an address at 11964 WCR 21 ½, Fort Lupton, CO 80621, and Crestone Peak Resources Holdings, LLC, a Delaware limited liability company ("Crestone") with an address of 1801 California Street, Suite 2500, Denver, Colorado 80202. Owner and Crestone may be referred to as "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the Owner and Encana Oil & Gas (USA) Inc. entered into that certain Surface Damage and Release Agreement dated the 21st day of May, 2014, of which a Memorandum was recorded at Reception No. 4024122 on June 17, 2014 in the official records of Weld County, Colorado (the "Agreement") covering certain lands located in Weld County, Colorado; and

WHEREAS, Encana Oil & Gas (USA) Inc. assigned all right, title and interest in and to the Agreement and First Amendment to Crestone Peak Resources Holdings, LLC via Assignment Agreement dated effective the 29th day of July, 2016 recorded at Reception No. 4223694 in the official record of Weld County, Colorado.

WHEREAS, the Parties desire to amend the Agreement as set forth below.

AGREEMENT

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

1. Each capitalized term used in this First Amendment, to the extent not otherwise expressly defined in this First Amendment, shall have the same meaning given to such term in the Agreement.
2. Pursuant to paragraph 1 of the Agreement, the Agreement allows Crestone to drill 12 Wells from the Wellsite. The Wellsite Payment for the 12 Wells has previously been paid to Owner. In accordance with Paragraph 1 Crestone and Owner amend the Agreement to allow the drilling of 3 additional Wells, for a total of 15 Wells. This Amendment does not obligate Crestone to drill all 15 Wells, but in the instance that Crestone chooses to drill any or all of the 3 additional wells Crestone and Owner agree that the consideration for each additional Well to be drilled will be [REDACTED]
[REDACTED] The consideration for any additional Wells to be drilled shall be paid upon Crestone beginning the drilling of the additional Wells.
3. This First Amendment and all of the covenants in it shall be binding upon the personal representatives, heirs, successors and assigns of the Parties, and the benefits of this First Amendment shall inure to their personal representatives, heirs, successors and assigns. The covenants contained herein shall run with the land.
4. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of conflict between the terms of this First


Amendment and the Agreement, this First Amendment shall control.

5. This First Amendment and the Agreement comprise the complete and exclusive agreement between the Parties regarding the subject matter herein, and supersede all contemporaneous oral and written communications, negotiations, representations, or agreements in relation to the subject matter made or entered into on or before the Effective Date of this First Amendment.

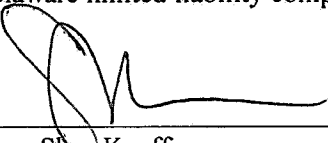
6. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Parties have caused this First Amendment to be executed by duly authorized representatives on the dates set forth in the acknowledgements, but to be effective on the date first above written.

KIYOTA PROPERTIES, LLC
a Colorado limited liability company

By: 
Name: Karen Miyamoto
Title: Manager

CRESTONE PEAK RESOURCES HOLDINGS, LLC
a Delaware limited liability company

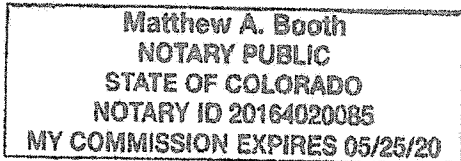
By: 
Name: Shea Kauffman
Title: Director of Land

ACKNOWLEDGEMENTS

STATE OF Colorado)
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 31 day of May, 2017, by Karen Miyamoto as Manager for Kiyota Properties, LLC, a Colorado limited liability company.

Witness my hand and official seal.



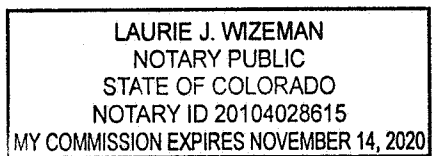
[Signature]
Notary Public

My Commission Expires: 5/25/2020

STATE OF COLORADO)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of June, 2017 by Shea Kauffman, as Director of Land, for CRESTONE PEAK RESOURCES HOLDINGS, LLC, a Delaware limited liability company

Witness my hand and official seal.



Laurie Wizeman
Notary Public
My Commission Expires: 11.14.20