

SURFACE USE AGREEMENT AND GRANT OF EASEMENT

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENT ("Agreement"), effective this 29 day of December, 2016 ("Effective Date") is made by and between Patrick G. Weakland and Amanda J. Weakland a/k/a Amanda Weakland, husband and wife, whose address is 8695 County Road 88, Fort Collins, CO 80524 ("Owner"), and Exterra Resources, LLC, 475 17th Street, Suite 790, Denver, CO, 80202 ("Operator"), covering certain lands (the "Subject Lands") situated in Weld County, Colorado, described as follows:

Township 8 North, Range 67 West, 6th P.M.
Section 28: S½S½

Owner and Operator are referred to herein individually as a "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, Owner is the surface owner in and to the Subject Lands;

WHEREAS, Owner uses the Subject Lands for agricultural and residential purposes;

WHEREAS, Operator shall use a portion of the Subject Lands for oil and gas exploration and development, which includes: (i) a well pad area of approximately seven (6.42) acres ("Well Pad Area") and (ii) access road and utility corridor ("Access Road and Utility Corridor"), (collectively the "Easement Area") as more particularly described below and in the attached Exhibit A; and

WHEREAS, This Agreement sets forth the Parties' rights and obligations regarding the relationship between Owner's surface use of the Subject Lands and Operator's development of the oil and gas leasehold estate underlying the Subject Lands as more particularly described in that certain oil and gas lease between Owner and Venture Energy, LLC, a memorandum of which is recorded with the Weld County Clerk and Recorder at Reception No. 4185480 and/or certain adjacent lands.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, and other good and valuable consideration, Owner hereby grants unto Operator an exclusive right of way and easement on, over, through, under and across only the Easement Area for the purpose of drilling wells on the Well Pad Area, including vertical, directional and/or horizontal wells that produce from and drain all or portions of the Subject Lands and from other lands, surveying, seismic activity, stimulation, completion, operation, re-stimulation, re-completion, deepening, reworking, plugging and abandoning of wells, access, construction, operation, maintenance, repair and replacement of surface equipment related to such well(s) including but not limited to wellheads, associated production equipment, flowlines, compressors, fluid retention reservoirs, temporary above-ground water lines and completion fluid lines, subsurface flowlines, gathering lines and other pipelines, data transmission lines, electrical lines and related equipment (both subsurface and above-ground), construction maintenance and repair of access roads and any additional purposes that may be necessary or convenient to its operations ("Operations") on the Subject Lands.

The parties further agree as follows:

1. **Well Pad Area.** Owner shall set aside and provide Operator, for Operator's exclusive use, that portion of the Subject Lands consisting of approximately 6.42 acres (pad site) as depicted on Exhibit A attached hereto and made a part hereof, for the drilling and operation of up to 16 (Sixteen) oil and gas wells (the "Well Pad Area"). This Agreement is limited to the Easement Area depicted on Exhibit A, and this area shall be made available to Operator in its present condition for Operations conducted by Operator. Operator is hereby granted the right to inject fluids into or through the Well Pad Area for the purpose of recovering and producing all hydrocarbons associated with oil and gas Operations. Operator is prohibited from installing a disposal well, injection well and/or injecting fluids into or through the Subject Lands (other than the rights to inject as aforementioned), including without limitation in

the Well Pad Area for disposal wells without the prior written consent of Owner. Owner shall not occupy or disturb any portion of the Easement Area for any purpose. Notwithstanding the foregoing, any access road on, over, through, and across the Subject Lands will be non-exclusive and Owner shall have the right to transverse such access road up until the entrance of the Well Pad Area as depicted on Exhibit A. Operator shall not use any portion of the Subject Lands whatsoever except for those areas depicted on Exhibit A attached hereto, without the prior written consent of Owner. Operator shall conduct its routine maintenance and well tending from 8:00 a.m. to 5:00 p.m., MST, and shall erect noise and light barriers during the drilling, completing and equipping of any wells on the Well Pad Area.

2. **Compensation.** Operator shall compensate Owner for its use of the Subject Lands as set forth herein within thirty (30) days of the date of first construction of the well pad, facility or access road on the respective oil and gas location. Compensation shall be based upon a final surface plat and be paid in the following amounts:

a. **One-time Payment.** Operator shall pay to the Owner a sum of _____ as a one-time payment for the full execution of this Agreement.

b. **Wellsites.** Operator shall pay to the Owner a sum of _____ for the initial oil and gas well drilled in the Well Pad Area, as full consideration and settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to the Subject Lands that may occur as a result of Operator's Operations in the Well Pad Area, including but not limited to Operator's drilling, completion and production operations and any and all other reasonable and customary uses of the Well Pad Area related to all such operations and activities. For additional oil and gas wells, payment shall be made thirty (30) days prior to spud. _____ per well for any additional wells drilled in the Well Pad Area.

c. **Access Road and Utility Corridor.** Whenever possible, Operator agrees to use existing roads for access to the Well Pad Area for drilling, production or other activities on the Subject Lands. Operator shall pay the sum of _____ as consideration for the construction, maintenance, and use of any Access Road and Utility Corridor for any new construction. Access Road and Utility Corridor shall be any existing or new road, and any pipelines and utilities (which includes oil and gas pipelines, water pipelines, electric services, fiber optics and other utilities) necessary or convenient for Operator's Operations ("Access Road and Utility Corridor"). The access road shall be no greater than a total of fifty feet (50') in width with a final constructed roadbed surface of no greater width than thirty feet (30'). The Access Road and Utility Corridor constructed by Operator shall be no more than one hundred twenty-five feet (125') in width during construction, and shall fall within a final ninety foot (90') right-of-way corridor on the Subject Lands.

d. **Additional Pipeline Easement and Right-of-Way.** Operator has a continuing right and entitlement to install, own, operate, maintain, repair and replace all flowlines, gathering lines, pipelines, electric power lines, data transmission lines and equipment that may be necessary or convenient to its Operations in the Easement Area. The right and authority of Operator hereunder may be exercised by its successors, assigns, licensees, contractors and permittees. Operator agrees that Operator, or another third party designated by the Operator, will construct any pipeline and/or power lines within the Easement Area as depicted in the attached Exhibit A. Operator shall not construct any pipelines and/or power lines outside of the said Easement Area without Owner's prior written approval. In order to provide public notice of the existence of a pipeline, upon the request of the Operator, Owner agrees to execute a formal "Pipeline Right of Way Grant" to be recorded in the applicable county. Operator shall backfill, compact, reseed, and re-contour the area disturbed by Operator's construction, installation, repair, or removal of any power line or pipeline. Upon termination of this Agreement, Owner may, at its election, keep power lines in place.

e. **Release of Claims.** Owner shall not be entitled to any additional payments from Operator and the payments provided herein shall be full consideration and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to the Subject Lands that may occur as a result of Operator's Operations on the Subject Lands, including, but not limited to Operator's drilling and completion operations, its continuing activities for the production and transportation of oil, gas and other hydrocarbons, water or products associated with such Operations and activities, use of the surface of the Subject Lands,

ingress, egress, access roads, mud and reserve pits, wellhead equipment, separators, tank batteries, wellhead compression, pipeline interconnections, electrical lines and equipment, and any and all other reasonable and customary uses of the Subject Lands related to all such operations and activities. Notwithstanding the foregoing, the Parties reserve the right to enforce any term of this Agreement.

3. **Waivers.**

a. Owner hereby waives the following notices required by the Colorado Oil and Gas Conservation Commission ("COGCC") and any 30-day comment periods attributable thereto:

- 1) COGCC Rule 305.a.(2) Pre-Application Notification to Surface Owner
- 2) COGCC Rule 305.c.(1) Completeness Determination and Comment Period Notifications/OGLA Notice to Surface Owner
- 3) COGCC Rule 305.f. Statutory Notice to Surface Owner
- 4) COGCC Rule 306.a. Consultation and Meeting Procedure for Surface Owners

b. Owner acknowledges and agrees that Operator has consulted in good faith with Owner as to its Operations, in accordance with COGCC requirements, or hereby waives such requirements. As to all Operations within the Easement Area, Owner hereby waives its right to object to the location of any of Operator's facilities on the basis of setback requirements in the rules and regulations of the COGCC, as they may be amended from time to time. Operator may cite the waiver in this paragraph in order to obtain a location exception or variance under COGCC rules or from any other state or local governmental body.

c. Operator will provide Owner with the COGCC Form 2A ("Oil and Gas Location Assessment") for the well(s) when submitted to the COGCC, and Operator undertakes to ensure that said Form 2A accurately reflects the provisions of this Agreement.

c. Owner agrees not to object to said Form 2A, so long as it is consistent with this Agreement, and hereby waives any right granted by COGCC rule to comment on said Form 2A, to request an extension of the comment period, to request an onsite inspection pursuant to COGCC policy, or to appeal the approval and issuance of the Form 2A, and any related Form 2 (Application for Permit to Drill).

d. Owner shall not oppose Operator in any agency or governmental proceedings, including but not limited to the COGCC or local government with jurisdiction over the Subject Lands, related to Operator's Operations on the Subject Lands, so long as Operator conducts its Operations in compliance with this Agreement.

4. **Fences and Reclamation.** Operator shall install fences around any dangerous areas, including any pits, where Operator drills any new wells or operates a facility. Operator shall reclaim and restore all areas disturbed by Operator's Operations as near as practical to their original condition within twelve (12) months after termination of activities at the site or right-of-way. Operator agrees to notify and consult with Owner prior to cutting or damaging any fences, cattle guards, or other improvements of Owner. All areas disturbed by Operator's activities will be reseeded unless otherwise agreed by Owner.

5. **Maintenance and General Operations.** Operator shall at all times keep the well sites, road rights-of-way, facility locations, and other areas disturbed by Operator, safe and in good order, free of noxious weeds, litter, and debris. Subject to Weld County approval, Operator shall maintain and repair that portion of County Road 88 lying on the Subject Lands and any and all Access Roads at its sole cost and expense. Operator shall dispose of all litter, sewage, and debris off of Owner's property, including without limitation, the Subject Lands, at a legal disposal site. Operator agrees to use its best practices to keep the Subject Lands free and clear of trash and debris at all times. Under no circumstances shall Operator bury, burn, or otherwise dispose of any trash, debris or foreign material of any nature on the Subject Lands. Operator shall provide covered dumpsters at all drill sites while drilling operations are in progress. Operator shall not allow or permit erosion to continue on any disturbed sites and shall promptly repair, reclaim and reseed all erosion sites. Operator shall not permit the release or discharge of any toxic or hazardous chemicals or wastes on the Subject Lands. All cattle guards and fences installed by Operator shall be kept clean and in good repair. Operator agrees that all Operations hereunder will be conducted having due regard for the continued

use of the Subject Lands by Owner and their lessees and assigns. Operator agrees to take all commercially reasonable steps to prevent its Operations from: (i) causing or contributing to soil erosion or to the injury of terraces or other soil conserving structures on the Subject Land outside of the Easement Area; (ii) polluting the soil of the Subject Lands or the waters of the reservoir, springs, streams, or wells on the Subject Lands or adjacent thereto; (iii) damaging crops, grasses or other foliage or trees whether natural or improved, cultivated or not, of whatsoever nature outside of the Easement Area; or (iv) harming or injuring in any way the animals or livestock owned by Owner or Owner's tenants and kept and pastured on the Subject Lands.

6. **Conduct of Operations.** Operator shall conduct its Operations on the Subject Lands in accordance with the rules and regulations promulgated by the COGCC, and other State or Federal agencies having jurisdiction. All Operations by or for Operator on the Subject Lands shall be conducted as a reasonably prudent operator would using the highest degree of care in all Operations would using the highest degree of care in all Operations. All Operations shall be conducted in such a way as not to unduly interfere with Owner's use of the Subject Lands. Operator shall comply with all applicable federal, state and local laws and regulations in connection with Operator's Operations on, and production from the Subject Lands, including without limitation those governing land use, conservation, pollution control, pesticide and herbicide application, endangered or threatened species preservation and irrigation. Moreover, Operator covenants to comply with applicable federal and state laws and regulations regarding safety, protection of the Subject Lands, protection of wildlife (including without limitation, endangered species), and the protection of human life and health. Operator's failure to comply with any federal, state, local law or any regulation or order of any enforcement agency having jurisdiction over Operator's Operations shall be a default of this Agreement.

7. **Safety and Environmental Issues.** The provisions of Section 9 below shall not apply to any environmental matters, which shall be governed exclusively by this Section 7:

a. "Environmental Claims" shall mean all claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising Operator's activities on the Subject Lands and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to any claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by either Party, unless such remediation is performed un the imminent threat of a claim by a governmental body or third party.

b. "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et seq.), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601-2629).

c. Operator shall protect, indemnify, and hold harmless Owner from any and all Environmental Claims relating to Operator's use of the Subject Lands. Owner shall fully protect, defend, indemnify and hold harmless Operator from any and all Environmental Claims relating to the Subject Lands that arise out of Owner's use of the Subject Lands.

8. **Full Compensation.** The compensation provided herein to be paid by Operator to Owner shall release and discharge Operator, its agents and employees from all claims, losses, demands and causes of action for damage to land, loss of and damage to crops, and use of land, hereafter arising as a result of Operator's drilling, producing and marketing operations on the Subject Lands, so long as such operations are conducted in accordance with this Agreement. Notwithstanding Owner's release of Operator from damage claims, Operator shall promptly repair, or compensate Owner for, damage to personal property or to improvements on the Subject Lands, such as damage to buildings, fences, gates, culverts and livestock, or for other such extraordinary losses or damages caused by Operator.

9. **Indemnity.** Except as to claims arising out of pollution or environmental damage (which claims are governed by Section 7 above), each Party shall be and remain responsible for its own liability for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other costs associated therewith (all of the aforesaid herein referred to collectively as "Claims"), arising out of or connected with such Party's ownership or operations on the Property, no matter when asserted, subject to applicable statute of limitations. Each such Party shall release, defend, indemnify and hold the other Party, its officers, directors, employees, agents, and successors and assigns, harmless against all Claims. This provision does not, and shall not be construed to, create any rights in persons or entities not a party to this Agreement, nor does it create any separate rights in Parties to this Agreement other than the right to be indemnified for Claims as provided above. This clause shall survive termination of the Agreement.
10. **Governing Law.** This Agreement shall be subject to, and construed under, the laws of the State of Colorado, without regard to its conflict of law provisions, and jurisdiction and venue shall be solely in the State District Court of Weld County, Colorado, subject to the right of either party to remove a matter to federal court.
11. **Assignment.** The rights of Operator under this Agreement may be assigned, in whole or in part, with the written notice to Owner. Any such assignment shall release and relieve Operator of all liabilities, responsibilities and obligations under this Agreement.
12. **Covenants Running with the Land.** The terms and provisions of this Agreement are covenants running with the Subject Lands and shall be binding upon and inure to the benefit of the Parties, and their respective heirs, executors, administrators, legal representatives, successors and assigns.
13. **Breach or Default.** No action shall be initiated by Owner with respect to a breach or default by Operator hereunder, for a period of at least ninety (90) days after Owner has given Operator written notice as provided herein, fully describing the breach or default, and then only if Operator fails to remedy the breach or default within such period. Neither the service of said notice nor the doing of any acts by Operator aimed to meet all or any part of the alleged breach or default shall be deemed an admission or presumption that Operator has failed to perform all of its obligations hereunder. The prevailing Party for any matter requiring judicial resolution in connection with this Agreement shall be entitled to recover reasonable costs and attorneys' fees from the non-prevailing Party.
14. **Confidentiality.** The terms of this Agreement are confidential and Owner shall not disclose the terms to any third party unless compelled to do so by a court of competent jurisdiction. Notice of the Agreement to the COGCC pursuant to Paragraph No. 3 herein shall not be construed to violate the confidentiality requirement of this Agreement. Concurrent with the execution hereof, the parties shall execute a Memorandum of Agreement in substantially the form set forth on Exhibit "B" to be recorded in Weld County, Colorado to impart constructive notice of the existence of this Agreement. Notwithstanding the foregoing, Owner may disclose this Agreement to their accountants, attorneys and subsequent purchasers of the Subject Lands only when such subsequent purchasers and Owner have executed a purchase and sale agreement.
15. **Severability.** In the event that any provision of this Agreement is deemed invalid or void by any court of competent jurisdiction or cannot be performed, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other provision of this Agreement. If any provision of this Agreement shall be deemed invalid due to scope or breadth, then such provision shall be valid to the extent and scope permitted by applicable law.
16. **Entire Agreement.** This Agreement constitutes the full and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, representations or understandings, whether written or oral, and this Agreement may be modified or amended only in a writing signed by the Parties.
17. **Authority to Execute Agreement.** Each Party represents that it has the full right and authority to enter into this Agreement with respect to the surface rights or oil and gas interests it owns in the Subject Lands, as applicable.

18. **Notification.** Any notice or other communication given by either Party to the other relating to this Agreement shall be in writing, and shall be delivered in person, sent by certified mail, return receipt requested, or sent by reputable overnight courier, to such other Party at the respective addresses set forth in this Agreement (or at such other address as may be designated from time to time by written notice given in the manner provided in this Agreement). Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by certified mail, return receipt requested, such notice shall be deemed given on the third business day following the deposit in the United States mail, postage prepaid and properly addressed; if delivered by overnight courier, shall be deemed effective on the first business day following deposit with such courier:

If to Owner:

Patrick G. and Amanda J. Weakland
8695 County Road 88
Fort Collins, CO 80524

If to Operator:

Exterra Resources, LLC
Attn: **David Huff, Manager**
475 17th Street, Suite 790
Denver, CO 80202

19. **Termination of Rights.** In the event Operator has not commenced any Operations as permitted pursuant to the terms of this Agreement on or before January 15, 2021, this Agreement shall terminate and be considered void. Otherwise, this Agreement shall remain in full force and effect from the Effective Date, and for so long thereafter as any oil and gas lease owned by Operator covering all or any portion of the Subject Lands remains valid from production from the Subject Lands or from production from lands pooled or unitized with the Subject Lands, and for so long thereafter as Operator conducts oil and/or gas Operations upon the Subject Lands or lands pooled or unitized therewith. If all oil and/or gas wells on the Subject Lands are permanently plugged and abandoned and the related rights-of-way and easements are not used by Operator for a period of more than twelve (12) months, then said rights-of-way and easements shall terminate and all rights herein granted will automatically revert to Owner, its successors and assigns, and Operator shall have a period of six (6) months from and after the date of such termination in which to remove, at its sole cost, risk, and expense, all of its personal property and equipment located on the Subject Lands, and Operator shall thereafter restore the Subject Lands as near to its former condition in accordance with the requirements of the COGCC. In the event any oil and/or gas wells are not permanently plugged and abandoned, but are only temporarily abandoned for further evaluation or for any other reason, then all of the terms and conditions of this Agreement shall remain in full force and effect. In the event this Agreement terminates, Operator shall, within 30 days of such termination, execute a recordable Release of this Agreement and deliver the same to Owner.

20. **Reasonable Accommodation.** The Parties expressly acknowledge and agree that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, their obligations to reasonably accommodate the other's use of the surface of the Subject Lands, existing or future, and each waives any statutory or common law claim to the contrary.

21. **Construction.** In construing this Agreement, no consideration shall be given to the fact or presumption that one party has had a greater or lesser hand in drafting this Agreement than any other party.

22. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, this instrument is executed, to be effective as of the Effective Date.

OWNER:

Amanda J. Weakland

By: Amanda J. Weakland

OPERATOR:

Exterra Resources, LLC

By: David R. Huff

Name: David R. Huff

Title: Manager

OWNER:

Patrick G. Weakland

By: Patrick G. Weakland

ACKNOWLEDGEMENTS

STATE OF COLORADO §
 §ss:
COUNTY OF WELD §

This instrument was acknowledged before me on the 29th day of December, 2016 by Amanda J. Weakland and Patrick G. Weakland to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: 12-17-2017

SPENCER A. MEISTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094012701
MY COMMISSION EXPIRES DECEMBER 17, 2017

Spencer A. Meister
Notary Public in and for the State of Colorado
Printed Name:

STATE OF COLORADO §
 §ss:
COUNTY OF DENVER §

This instrument was acknowledged before me on the 10th day of January, 2017 by David R. Huff, as Manager of Exterra Resources, LLC, a Limited Liability Company, on behalf of said Exterra Resources, LLC

My Commission Expires: 12-17-2017

SPENCER A. MEISTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094012701
MY COMMISSION EXPIRES DECEMBER 17, 2017

Spencer A. Meister
Notary Public in and for the State of Colorado
Printed Name:

SPENCER A. MEISTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094012701
MY COMMISSION EXPIRES DECEMBER 17, 2017

**AMENDMENT TO
SURFACE USE AGREEMENT AND GRANT OF EASEMENT**

This Amendment ("Amendment") is to that certain Surface Use Agreement and Grant of Easement ("SUA") dated effective December 29, 2016 covering the Subject Lands as defined in the SUA by and between Patrick G. Weakland and Amanda J. Weakland a/k/a Amanda Weakland, husband and wife, whose address is 8695 County Road 88, Fort Collins, CO 80524 (collectively referenced herein as "Owners"), and Enerplus Resources (USA) Corporation ("Enerplus"), successor by assignment to Exterra Resources, LLC, as operator;

WHEREAS the Owner and Enerplus agree to amend the Easement Area defined in the SUA to provide for additional lands for oil and gas operations;

WHEREAS, the Owner and Enerplus desire to provide for the drilling of additional wells that will produce from offsite lands which do not include the Subject Lands;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, and other good and valuable consideration, the parties agree to amend the SUA as follows:

1. In the second line of the 3rd WHEREAS recital on Page 1 of the SUA, the well pad area shall be amended to read "(i) a well pad area of approximately eleven acres and sixty-two hundredths of an acre (11.62 acres) ("Well Pad Area")."
2. In the fifth line of the granting clause on Page 1 of the SUA the term "Subject Lands" shall be amended to read "Subject Lands, or other offsetting lands."
3. The revised Exhibit "A" attached hereto describing the Easement Area and associated Well Pad Area, Access Road and Utility Corridor will be substituted for the Exhibit "A" attached to the original SUA.
4. The first sentence of enumerated Paragraph 1 will be revised to read "1. Well Pad Area. Owner shall set aside and provide Operator, for Operator's exclusive use, that portion of the Subject Lands consisting of eleven and sixty-two hundredths acres (11.62 ac.) well pad as depicted on Exhibit A attached hereto and made a part hereof, for the drilling and operation of oil and gas wells (the "Well Pad Area")."
5. A new sentence will be added to the end of Section 2(b) of the SUA reading "Operator shall make an additional one-time payment of Five Thousand (\$5,000) Dollars to Owner for each oil and gas well drilled from a surface location on the Subject Lands to produce from offsite lands which do not include the Subject Lands or lands pooled or unitized therewith.
6. The first sentence of enumerated Paragraph 19 will be revised to read "19. Termination of Rights. In the event Operator has not drilled and completed an oil and gas well on the

Subject Lands to produce from lands pooled or unitized with the Subject Lands on or before August 31, 2019, this Agreement shall terminate and be considered void."

7. A new sentence will be added to the end of Paragraph 19 reading "As to any portion of the Easement Area used for oil and gas well drilled from a surface location on the Subject Lands to produce from offsite lands which do not include the Subject Lands, this SUA shall remain in full force and effect from the effective date of the SUA and for so long thereafter as Operator conducts oil and/or gas operations upon the Subject Lands or lands pooled or unitized therewith."

This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the event of a conflict between the terms of the SUA and this Amendment, the terms of this Amendment shall control and prevail. All other terms and conditions of the SUA remain the same.

IN WITNESS WHEREOF, this instrument is executed, to be effective as of January 5, 2018.

OWNER:

Patrick G. Weakland
Corporation

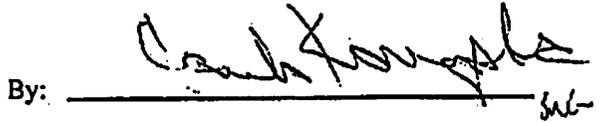
By:



OPERATOR:

Enerplus Resources (USA)

By:



OWNER:

Amanda J. Weakland

By:

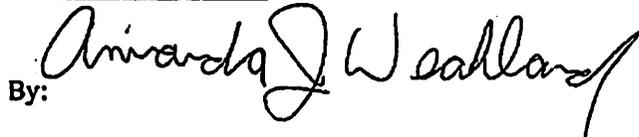
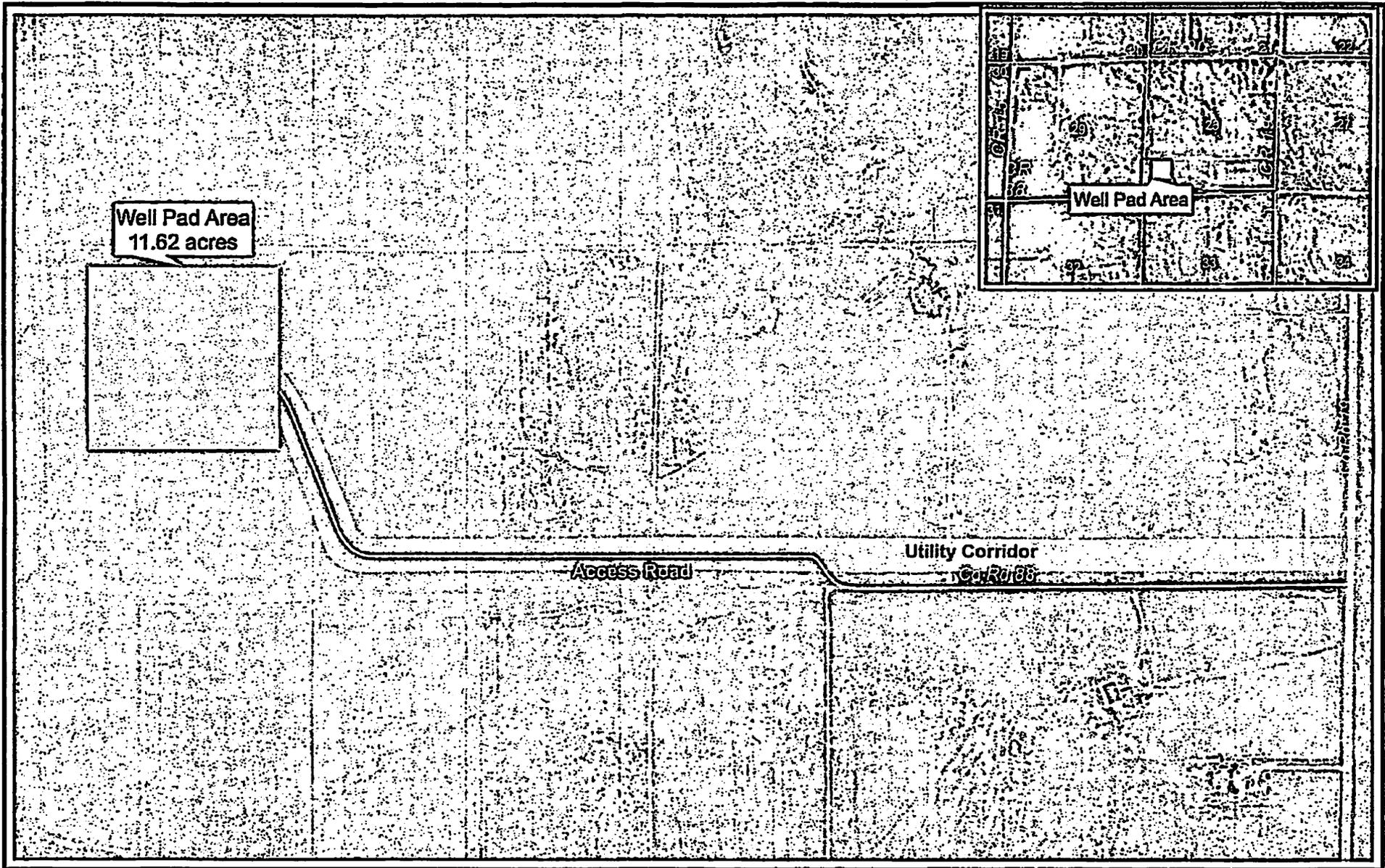


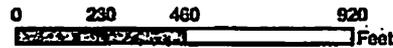
Exhibit A - Easement Area



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12/21/2017



S2 S2, Sec. 28, T8N, R67W, 6th P.M.
Weld County, Colorado

Legend

-  Well Pad Area
-  Utility Corridor
-  Access Road
- (Access Road and Utility Corridor)

Exhibit A - Easement Area



12/21/2017



S2 S2, Sec. 28, T8N, R67W, 6th P.M.
Weld County, Colorado

Legend

- Well Pad Area
- Utility Corridor
- Access Road
(Access Road and Utility Corridor)