

## 2<sup>nd</sup> AMENDMENT OF MASTER SURFACE USE AGREEMENT

STATE OF COLORADO

COUNTY OF GARFIELD

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, under the date of July 20, 2005, Mary Anne Bosely, Bosely Spring Creek Ranch LLC, and Strait Bottom Ranch LLLP (“Surface Owner”) and Williams Production RMT Company (“Operator”), with Surface Owner and Operator collectively called the “Parties,” did execute a Master Surface Use Agreement (“Agreement”), a memorandum of which was recorded at Reception #680849 in the official records of the State and County named above; and,

WHEREAS, Williams Production RMT Company became Williams Production RMT Company LLC as set forth in the document recorded at Reception #793098 of the official records of the State and County named above; and,

WHEREAS, Williams Production RMT Company LLC became WPX Energy Rocky Mountain, LLC, as set forth in a document recorded at Reception #814004 of the official records of the State and County named above; and,

WHEREAS, under the date of August 20, 2013 Mary Anne Bosely, Bosely Spring Creek Ranch LLC, and Strait Bottom Ranch LLLP (“Surface Owner”) and WPX Energy Rocky Mountain, LLC (the “Operator”), with Surface Owner and Operator collectively called the “Parties” did execute an Amendment of Master Surface Use Agreement (the “Amendment”); and,

WHEREAS, WPX Energy Rocky Mountain, LLC is now known as TEP Rocky Mountain LLC as set in forth in a document recorded at Reception No. 876693 in the official records of Garfield County, State of Colorado; and,

WHEREAS, it is the desire of the Parties to amend Article I: Wells and Wellpads, Section C of the Agreement to allow Operator additional pad acreage up to six and one half (6.5) acres during drilling operations and a reclaimed production area up to two (2) acres upon completion of drilling operations in accordance with Article I.C in the Agreement for the multi-well SG 23-22 and GM 34-14 pads; and,

WHEREAS, it is the desire of the Parties to allow the produced water from the SG 11-22 and the SG 23-22 to be piped to and stored on the existing GV 33-22 pad location tank farm; and,

WHEREAS, it is the desire of the Parties to amend Article VII: Payments, Section B. (6) to include the new underlined language which would read:

*Temporary Wellpad Usage: Prior to usage, Operator shall pay Surface Owner the sum of Three Thousand Dollars (\$3,000) for each instance in which Operator uses an area on an existing Wellpad or Wellpads on the Property for staging of completions activities related to wells on other Wellpad(s) or Wells in which Surface Owner has an interest in the oil and gas estate, which includes but is not limited to mineral interest, royalty interest, overriding royalty interest, working interest, and/or production payments, including without limitation the placing of temporary water storage tanks, laying temporary pipelines on the Wellpad, and/or placing other equipment reasonably necessary for such completion activities, such use to be limited to an area no larger than 1.5 acres on any Wellpad and for no longer than 120 days for each such use. In instances where disturbance of a reclaimed Wellpad is necessary, Operator shall limit disturbance to the confines of the original platted Wellpad absent prior written consent of Surface Owner.*

NOW THEREFORE, in consideration of the premises stated herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties hereto, it is agreed:

1. Except as set out in Paragraphs 2, 3 & 4 below, the above amendment to Article VII: Payments, Section B.6 of the Master Surface Use Agreement does not authorize Operator to use Wellpads on the premises to stage completions for any well in which the Surface Owner owns no interest in the oil and gas estate, which includes but is not limited to mineral interest, royalty interest, overriding royalty interest, working interest, and/or production payments. Further compensation shall be paid for all related pipelines in accordance with the terms of the Agreement, or as otherwise agreed in writing by the Parties.
2. The Parties agree that the Agreement is hereby amended so that Operator can utilize up to six and one-half (6.5) acres during drilling operations and a reclaimed production area of up to two (2) acres upon completion of drilling operations in accordance with Article XI in the Agreement for the multi-well SG 23-22 and GM 34-14 pads.
3. The Parties agree that the Agreement is hereby amended so that Operator can utilize the GV 33-22 pad location as a Temporary Wellpad for the SG 11-22 and SG 23-22 pads completions operations and can pipe to and store the produced water from the SG 11-22 and SG 23-22 pad locations to the existing GV 33-22 pad location tank farm.
4. The Parties agree that the Agreement is hereby amended to insert the revised Article VII: Payments. Section B. (6), as stated above, into the Agreement.

All other terms and conditions of the Agreement and Amendment remain unaltered and are in full force and effect as of the date hereof.

This Agreement is intended by the Parties as a final expression of their agreement and, therefore, incorporates all negotiations of the Parties and is the entire agreement of the Parties. This Agreement may be amended only by an agreement in writing signed by all Parties.

This 2<sup>nd</sup> Amendment of Master Surface Use Agreement shall be binding on all successors and assigns of the Parties.


The Parties hereto have executed this 2<sup>nd</sup> Amendment of Master Surface Use Agreement this \_\_\_\_ day of June 2018.

SURFACE OWNER:


**Mary Anne Bosely**

By: 

**Bosely Spring Creek Ranch LLC**


By:   
Name: Mary Anne Bosely  
Title: Manager

**Strait Bottom Ranch LLLP**

By:   
Name: Mary Anne Bosely  
Title: General Partner

OPERATOR:

TEP Rocky Mountain LLC

By:   
Name: Tiffany C. Pollock  
Title: Vice President of Land

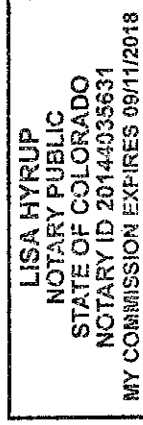
ACKNOWLEDGEMENTS

STATE OF COLORADO )  
 )  
COUNTY OF GARFIELD )

On this 5<sup>th</sup> day of June 2018, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Mary Anne Bosely**, known to me to be the person whose name is subscribed to the foregoing instrument and who executed the foregoing instrument and acknowledged to me that she executed same as her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires: 9/11/2018

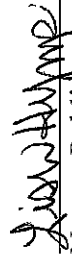
  
Notary Public

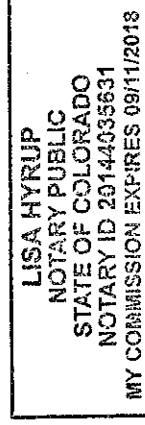


STATE OF COLORADO )  
 )  
COUNTY OF GARFIELD )

On this 5<sup>th</sup> day of June 2018, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Mary Anne Bosely**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed same in the capacity of **Manager of Bosely Spring Creek Ranch LLC**.

My Commission Expires: 9/11/2018

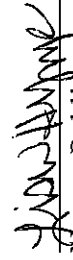
  
Notary Public



STATE OF COLORADO )  
 )  
COUNTY OF GARFIELD )

On this 5<sup>th</sup> day of June 2018, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Mary Anne Bosely**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed same in the capacity of **General Partner of Strait Bottom Ranch LLP**.

My Commission Expires: 9/11/2018

  
Notary Public

