

**FIRST AMENDMENT TO
AGREEMENT FOR
RIGHT OF WAY, PIPELINE EASEMENT AND SURFACE ACCESS**

This First Amendment ("Amendment") is made and entered into this 1st day of November 2017, by and between Meader Ranch Inc. ("Surface Owner"), a Colorado corporation whose address is 65009 CR 67, Grover, Colorado 80729, and Fifth Creek Energy Operating Company, LLC ("Operator"), a Delaware limited liability company whose address is 5251 DTC Parkway, Suite 420, Greenwood Village, Colorado 80111. Colorado Cattlemen's Agricultural Land Trust ("CCALT"), a Colorado nonprofit corporation whose address is 8833 Ralston Road, Arvada, Colorado 80002, joins in this Amendment to evidence its approval of the Agreement, as amended, as required by the Amended and Restated Deed of Conservation Easement for the Meader Ranch dated May 1, 2009 and recorded under Reception No. 3620170 (the "Restated Conservation Easement Deed").

WITNESSETH, that

WHEREAS, Surface Owner and EOG Resources, Inc. entered into an Agreement for Right of Way, Pipeline Easement and Surface Access (the "Original Agreement") dated March 2, 2010, concerning oil and gas operations on the following lands in Weld County, Colorado ("Said Land"):

Township 11 North, Range 63 West, 6th P.M.

Section 3: All

Section 4: All

Section 5: S/2

Section 8: All

Section 9: All

Section 10: W/2

Section 19: Lots 1, 2, 3, and 4; E/2 W/2 [W/2]

Section 21: W/2 [N/2 NE/4 is added by Paragraph 2, below]

Section 30: Lots 1, 2, 3, and 4; E/2 W/2 [W/2]

Township 11 North, Range 64 West, 6th P.M.

Section 13: All

Section 23: All

Section 24: All

Section 25: All

Section 35: All

WHEREAS, the interest of EOG Resources, Inc. in the Original Agreement was assigned to Fifth Creek Energy Operating Company, LLC, effective March 1, 2016; and

WHEREAS, CCALT holds the conservation easement granted by the Restated Conservation Easement Deed, which encumbers all of Said Land; and

WHEREAS, Surface Owner, CCALT and Operator wish to change certain provisions of the Original Agreement to better address Operator's proposed future activities and to better protect the conservation values of Said Land

NOW, THEREFORE, for and in consideration of the mutual benefits that will accrue to the parties because of this amendment, and other good and valuable consideration, the parties agree to amend the Original Agreement:

1. *Operator.* After March 1, 2016, the term "Operator" as used in the Original Agreement refers to Fifth Creek Energy Operating Company, LLC.

2. *Said Land Description.* The description of the lands in Section 21 is corrected to:

Section 21: W2; N2NE4

3. *Rights of Way.* Because right of way rights arise independently under the Original Agreement, as well as under the oil and gas leases recorded under Reception No. 3616018 and 3577293, and to clarify the reference to "non-lease materials", the parties amend Section 2 of the Original Agreement to provide:

2. **Right-of-Way.** For and in consideration of the amounts specified later in this Agreement, Surface Owner grants to Operator the right for it, its agents, employees and contractors, and their agents and employees, to enter upon the surface of Said Land to conduct oil and gas exploration, drilling, completing, production and marketing activities for the benefit of Said Land and other lands. Surface Owner agrees to Operator's use of access roads, flowlines, temporary pipelines, and other facilities on Said Land for the benefit of Said Land and for the benefit of other lands. The right of Operator to use the surface of the Said Land is non-exclusive, other than the right to use the surface in the well pads designated by Operator, which is exclusive to Operator. Surface Owner may use access roads constructed by Operator and may grant easements on or across Said Land to third parties on such terms as Surface Owner deems necessary or advisable, provided they do not unreasonably interfere with Operator's activities.

4. *Termination of Rights.* The parties amend Section 3 of the Original Agreement to provide:

3. **Termination of Rights.** This Agreement shall continue for so long as the Oil and Gas Lease recorded under Reception No. 3616018 and 3577293 (and any extension, renewal or replacement lease covering any portion of Said Land) continues in effect, and for so long thereafter as any well drilled upon the surface of Said Land has not been plugged and abandoned under applicable law; provided, however, that this Agreement shall continue in effect even after the last well is plugged and abandoned for the limited purpose of governing the maintenance, repair, replacement, improvement, and continued use of roads and equipment in rights of way and easements then in existence. If, during this extended term, no such road or equipment is used by Operator for more than 36 consecutive months, then such rights-of-way and easements shall terminate and all rights herein granted will automatically

revert to the Surface Owner. Operator shall have 180 days after the date of this final termination in which to remove at its sole cost, risk and expense its personal property and equipment on Said Land, and Operator shall thereafter timely reclaim, and reseed all disturbed surfaces in accordance with the terms hereof. When this Agreement terminates, the parties shall execute any releases necessary to evidence such termination.

5. *Well Sites.* The parties amend Section 4 of the Original Agreement to provide:

4. **Wells.**

(a) *Payments.* For each new well drilled from a surface location on Said Land after the date of the Amendment, Operator agrees to pay:

(i) [REDACTED] per well drilled from a surface location on Said Land where the well is being drilled to produce either from Said Land alone or from Said Land and other lands pooled or unitized therewith, or

(ii) [REDACTED] per well drilled from a surface location on Said Land where the well is being drilled to produce exclusively from lands other than Said Land or lands pooled or unitized therewith.

Each payment is consideration for all damages associated with construction, maintenance and use of Said Land for drilling, completing, producing, operating and equipping such well and, in the case of the [REDACTED] payment, also for the right to drill through the subsurface of Said Land and to use the resulting wellbore solely for the benefit of other lands. Such payment will also serve as consideration for the installation and use of temporary above ground pipelines and powerlines to be used only while drilling and completing a well. If a well is completed as a well capable of producing oil or gas in commercial quantities, Operator may install within the well pad separators, tank batteries, compressor stations, oil, gas and water flow lines, and all other facilities of every type and nature necessary or convenient for the production, storage, disposal, transportation and marketing of oil, gas, and water.

(b) *Well Pads.* A maximum of 15 well pads may be maintained by Operator on Said Land at any time; nine well pads are in existence and operated by Operator as of the date of the Amendment. Each well pad may contain multiple wells and facilities, but each well pad may not exceed 6.714 contiguous acres, as configured and reconfigured from time to time, unless the written consent of Surface Owner and CCALT is first obtained. More land may temporarily be used during drilling, completing, reworking and equipping operations, but during such periods the total disturbed area of both the pad and the temporarily disturbed area shall never exceed ten acres. Once reclaimed and abandoned, a well pad location may be relocated. The parties agree that new well pads in Sections 13, 23, and 24 of T 11 N R 64 W and 19 and 21 of T 11 N R 63 W will be located at legal locations along County Road 128. Any new well pads in additional areas of Said Land will require review and approval in writing by Surface Owner and CCALT, which approval shall not be unreasonably withheld, as long as the new location will not significantly impact the Conservation Values as defined by the Conservation Easement.

6. *Facility Sites.* Section 5 of the Original Agreement is deleted.

7 *Pipeline and Powerlines.* The parties amend Section 7 of the Original Agreement to provide:

7. **Pipelines and Powerlines.** Permanent pipeline and/or power line easements are not covered in this Agreement and shall be negotiated in a separate agreement with CCALT and Owner and shall be configured so as to minimize impacts to said Lands. With respect to temporary (during the life of such Well) gathering and flow lines to connect the Wells to a gas or liquids gathering system, the following provisions shall apply. Operator may install pipelines and power lines only at locations unanimously agreed by Surface Owner, Operator, and CCALT or, absent unanimous agreement, at locations designated by CCALT that minimize the impact to Said Land while reasonably accommodating the interests of all parties. Wherever practicable, Operator will construct pipelines and powerlines within the access road right-of-way for then-existing roads. If Operator cannot construct its pipelines or powerlines in the access road right-of-way, Operator agrees to pay [REDACTED] per rod as consideration for the right to lay, install, maintain, operate, replace, protect, repair, relocate, change and remove one or more pipelines, powerlines, flow lines, and any appurtenances useful and incident to the operation and protection thereof, for the transportation of oil, gas, water, or any other like or unlike substances on, over and through Said Land. Operator shall back fill, compact, reseed, and re-contour the area disturbed by Operator's construction, installation, repair, or removal of any power line or pipeline. Surface Owner may use any power lines installed by Operator on Surface Owner's property, as long as such use is permitted by the power company and does not unreasonably interfere with Operator's present or reasonably foreseeable operations. All reclamation activities must comply with the terms of Paragraph 13 (Reclamation). Upon termination of this Agreement, as set out in Paragraph 3 (Termination of Rights), Operator shall remove all pipeline and powerline facilities, unless Surface Owner requests a power line be left in place. If it does, Surface Owner must enter into a power purchase agreement with the power company and indemnify Operator against claims and liabilities associated with the powerline.

8. *Drill Site Size.* Section 26 of the Original Agreement is deleted.

9. *Conservation Easement.* The parties amend Section 28 of the Original Agreement to provide:

28. **Conservation Easement.** The Restated Conservation Easement Deed burdens Said Land. CCALT believes that the provisions of this Agreement, as written, are in accord with the Restated Conservation Easement Deed. Operator must, however, conduct its activities under this Agreement in compliance with the Restated Conservation Easement Deed. If Surface Owner or CCALT ever believe that Operator is conducting its activities in a manner contrary to the Restated Conservation Easement Deed, it will provide written notice to Operator and meet with Operator to discuss its concerns and possible alternatives. CCALT retains all rights of enforcement under the Restated Conservation Easement Deed.

10. *CCALT as Beneficiary.* The Original Agreement and this Amendment may not be modified without the written consent of CCALT. CCALT is a third party beneficiary of the

Original Agreement and this Amendment.

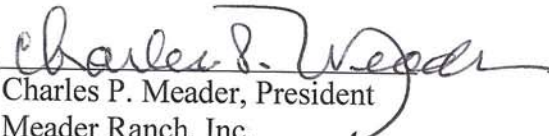
11. *Other Provisions.* All other provisions of the Original Agreement are unchanged and continue in effect. Payments previously made to Surface Owner by EOG Resources, Inc. and by Operator will be retained by Surface Owner, and the rights secured by EOG Resources, Inc. and Operator as a result of such payments will be retained by Operator.

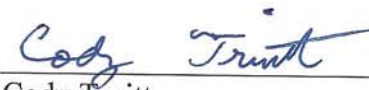
In witness whereof, the parties have executed this Agreement the day and year first above written.

SURFACE OWNER

OPERATOR

Fifth Creek Energy Operating Company, LLC

By: 
Charles P. Meader, President
Meador Ranch, Inc.

By: 
Cody Truitt
Vice President - Engineering

Approving the Agreement, as amended, and joining in Paragraphs 9 and 10 of the Amendment.

COLORADO CATTLEMEN'S AGRICULTURAL LAND TRUST


Erik Glenn, Executive Director, CCALT