

SECOND AMENDMENT OF SURFACE USE AGREEMENT

State: Colorado

County: Garfield

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, under the date of November 14th, 2003, **W.F. Clough**, ("Surface Owner") and **Williams Production RMT Company** ("Operator"), with Surface Owner and Operator collectively called the ("Parties"), executed a Surface Use Agreement the ("Agreement"); and,

WHEREAS, on September 29, 2006, **W.F. Clough and Williams Production RMT Company** did execute an Amendment of Surface Use Agreement, having a Memorandum of Amended Surface Use Agreement being recorded at Reception #710488 of the official records of Garfield County, State of Colorado; and

WHEREAS, on September 28, 2007, A Deed of Distribution by **Genevieve Clough**, as **Personal Representative of The Estate of W.F. Clough, aka William F. Clough, aka William Franklin Clough, Deceased**, conveyed surface interest to Genevieve Clough, recorded at Reception #734550 of the official records of Garfield County, State of Colorado; and

WHEREAS, on September 28, 2007, **Genevieve Clough**, conveyed surface interest to **Clough Sheep Company, LLC**, also known as "Surface Owner", recorded at Reception #734551 of the official records of Garfield County, State of Colorado; and

WHEREAS, "Operator" shall now be known as **TEP ROCKY MOUNTAIN LLC** ("TEP"); and,

WHEREAS, TEP requests to add nine (9) new production tanks to the existing tank farm on the RWF 34-12 pad for the purpose of storing produced water from the new wells drilled on the RWF 12-12 and Federal Rulison 8 pad locations; and,

WHEREAS, it is the desire of the Parties to insert the attached Exhibit "D" to the Agreement that depicts the location of the nine (9) new production tanks on the RWF 34-12 pad.

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:

The Agreement is hereby amended to include the insertion of the attached Exhibit "D" that depicts the location of the nine (9) new production tanks located on the RWF 34-12 pad.

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

This Second Amendment of Surface Use Agreement shall be binding on any and all successors and assigns of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment of Surface Use Agreement this 5th day of June, 2019.

SURFACE OWNER:

CLOUGH SHEEP COMPANY, LLC

By: 

Name: Dan Snyder

Title: Manager

OPERATOR:

TEP ROCKY MOUNTAIN LLC

By: 

Name: Tiffany C. Pollock

Title: Vice President of Land

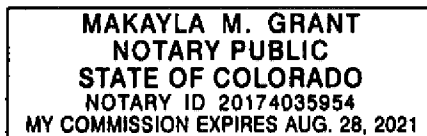
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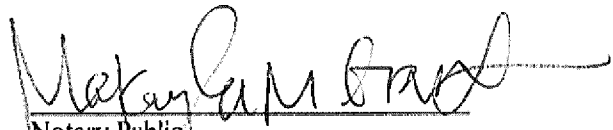
ACKNOWLEDGMENTS

STATE OF COLORADO)
)
COUNTY OF GARFIELD)

On this 7th day of June, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Dan Snyder** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same in the capacity of **Manager of CLOUGH SHEEP COMPANY, LLC.**

My Commission Expires: 08/28/2021





Notary Public

STATE OF TEXAS)
)
COUNTY OF HARRIS)

On this 5th day of June, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Tiffany C. Pollock** 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 **Vice President of Land of TEP ROCKY MOUNTAIN LLC.**

My Commission Expires: 7/11/2022



Notary Public

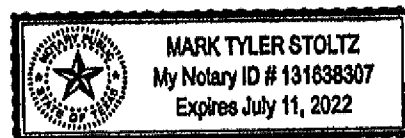


Exhibit "D"

Attached to and made a part hereof that certain SECOND AMENDMENT OF SURFACE USE AGREEMENT dated this 5th day of June, 2019 by and between
CLOUGH SHEEP COMPANY, LLC, Grantor, and **TEP ROCKY MOUNTAIN LLC**,
 Grantee

