

AMENDMENT OF TEMPORARY SURFACE WATER PIPELINE RIGHT-OF-WAY GRANT

This Amendment of Temporary Surface Water Pipeline Right-of-Way Grant ("Amendment") is effective as of the 26th day of December, 2019, and is entered into by and between TEP ROCKY MOUNTAIN LLC, ("GRANTOR" or "TEP"), whose address is 1058 County Road 215, Parachute CO 81635, and CAERUS PICEANCE LLC ("GRANTEE"), whose address is 1001 17th Street, Suite 1600, Denver, CO 80202. GRANTEE and GRANTOR are herein referred to collectively as the "Parties".

WHEREAS, the Parties entered into that that certain Temporary Surface Water Pipeline Right-of-Way Grant, dated effective August 6th, 2019 (the "Agreement"), which, amongst other things granted, conveyed, and assigned unto Grantee a non-exclusive right to lay, maintain, inspect, replace, erect, operate, and remove one (1) temporary surface pipeline; and,

WHEREAS, the Parties now wish to extend the term of the Agreement to December 31, 2020.

NOW THEREFORE, IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree to amend and extend the Agreement as follows:

1. Section 7 of the Agreement is hereby amended to read as follows:
"7. This Agreement will terminate on **December 31, 2020**, unless otherwise agreed upon by the Parties and extended in writing."

All capitalized terms, not otherwise defined in this Amendment, have the meaning defined in the Agreement.

Except as amended herein, all other terms and provisions of the Agreement remain unaltered and in full force and effect.

The Agreement, as subsequently amended, shall extend to and be binding upon the Parties, their respective heirs, successors, legal representatives, and third-party assigns.

This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original of this Amendment, but all of which shall constitute one and the same instrument.

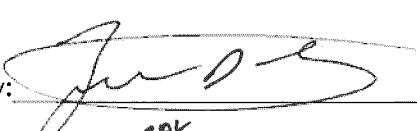
IN WITNESS WHEREOF, GRANTOR has executed this Agreement this 26th day of December, 2019.

TEP ROCKY MOUNTAIN LLC

By: 

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

CAERUS PICEANCE LLC

By: 

Name: Zane D. Lay
Title: Surface Land Manager

ACKNOWLEDGEMENTS

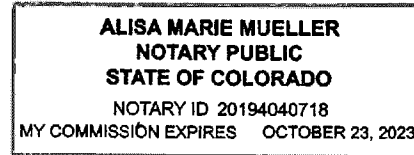
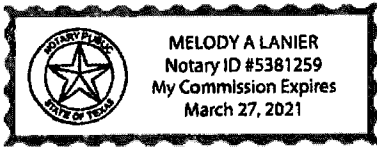
STATE OF TEXAS)
)
COUNTY OF HARRIS)

On this 26th day of December, 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:

3/27/21

Melody A Lanier
NOTARY PUBLIC



STATE OF COLORADO)
)
COUNTY OF GARFIELD)

On this ___ day of December, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Zane D. Lay**, 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 **Surface Land Manager** of **CAERUS PICEANCE LLC**.

My commission expires:

10/23/2023

Alisa Marie Mueller
NOTARY PUBLIC