

**SECOND AMENDMENT TO EASEMENT, RIGHT-OF-WAY,  
AND SURFACE USE AGREEMENT**

**THIS SECOND AMENDMENT TO EASEMENT, RIGHT-OF-WAY, AND SURFACE USE AGREEMENT** (this "*Second Amendment*") is made and entered into by and between **SHRINERS HOSPITALS FOR CHILDREN**, a ("*Surface Owner*"), and **GMT EXPLORATION COMPANY LLC**, ("*Operator*"), sometimes referred to each as a "*Party*," or collectively as the "*Parties*."

**RECITALS**

A. Surface Owner and Operator entered into that certain Easement, Right-of-Way, and Surface Use Agreement dated effective September 12, 2018 (the "*Agreement*"), as amended by that certain First Amendment to Easement, Right-of-Way, and Surface Use Agreement (the "*First Amendment*"), recorded at reception numbers 618487 and 618488, respectively, in the office of the clerk and recorder, Elbert County, CO

B. Surface Owner and Operator wish to enter into this Second Amendment to Easement, Right-of-Way, and Surface Use Agreement (the "*Second Amendment*") to further amend the Agreement to include additional lands in the Agreement.

C. Owner and Operator wish to amend the Agreement in accordance with the terms and conditions set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and the terms, covenants and conditions set forth in this Second Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Operator agree as follows:

1. **Ownership.** Section 1. titled Ownership of the Original Agreement is hereby deleted in its entirety and replaced with the following:

**Ownership.** Surface Owner is the owner of the surface estate more particularly described as follows:

**Township 6 South, Range 64 West, 6<sup>th</sup> p.m.**

Section 03: W/2 of Lot 2 (81.66 acres), containing 40.83 acres more or less; and

Section 04: E/2 of Lot 1 (41.43 acres), containing 41.43 acres more or less; and

Section 09: ALL, less and except the following tract in the SW¼ SW¼:

Beginning at the southwest corner of Section 9; thence north along the west line of Section 9 a distance of 1140.16 feet to the True Point of Beginning; Thence continuing north along the west line of Section 0 a distance of 208.71 feet; Thence east at right angles a distance of 208.71 feet; Thence south at right angles a distance of 208.71 feet; Thence west at right

angles a distance of 208.71 feet to the Point of Beginning. Containing 639.00 acres, more or less; and

Section 10: NW¼, containing 160 acres, more or less

Containing 799.00 acres more or less in Elbert, County, Colorado ("Lands")

Operator, or its affiliates, owns a working interest, leasehold interest, or tother interest under certain oil and gas leases covering all or portions of the Lands, or land pooled or included in a spacing unit therewith, or land adjacent thereto ("Lease", or "Leases"). Surface Owner hereby designates Kevin Dunagan, Vice President/Senior Asset Manager/Oil & Gas Minerals for Northern Trust, as Surface Owner's agent to receive all notices, give all consents, and make all decisions regarding use of the surface estate by Operator until Operator receives notice from Surface Owner of revocation of such agent's authority. The address of Surface Owner's agent is 5540 Preston Road, Dallas, TX 75205 and surface Owner's agent's telephone number is 214-520-4737 (office).

2. **Surface Damages.** Section 24 (i) the Original Agreement is hereby deleted in its entirety and replaced with the following:
  - (i) For well locations, tank batteries or other surface locations used or operated by Operator, Five Thousand and No/100 Dollars (\$5,000) per acre;
3. **Definitions.** All capitalized terms used herein but not otherwise defined in this Second Amendment shall have the meanings given them in the Agreement. All references in the Agreement to "***Surface Owner***" shall mean and refer to the Surface Owner as defined herein. The Agreement, the First Amendment, and this Second Amendment are referred to herein collectively as the "***Agreement***", and all references in the Agreement to the "***Agreement***" shall mean and refer to the Agreement, as defined herein.
4. **Ratification; No Merger of Interests.** Except as modified hereby, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect, and are hereby ratified and confirmed by the Parties hereto. If Operator, at any time, conveys any right, title or interest in and to the oil and gas wells and the Leases to a third party, the Agreement, as amended by this Second Amendment, shall remain in effect between Owner and the successor Operator.
5. **Conflicts and Non-Amended Provisions.** In the event of any express conflict or inconsistency between the terms of the Agreement and the terms of this Second Amendment, the terms of this Second Amendment shall control and govern. In all other respects, the terms, covenants and conditions of the Agreement are hereby ratified, reaffirmed and republished in their entirety.
6. **Successors.** This Second Amendment shall be binding on and shall inure to the benefit of the Parties and their successors and permitted assigns.

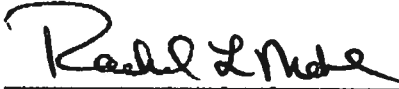
7. **Counterparts.** This Second Amendment may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same agreement.

*[Remainder of page left intentionally blank;  
signatures and acknowledgments on following page]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Second Amendment effective as of April 14<sup>th</sup>, 2022, the effective date of the Agreement.

**Surface Owner**  
Shriners Hospitals for Children

**Operator**  
GMT Exploration Company LLC



By: Rachel L. Mehlenbacher  
Its: Corporate Director, Accounting &  
Investments

Date:



By: Philip G. Wood  
Its: Vice-President of Land

Date: 4/20/2022



By: Sharon L. Russell  
Its: Vice President, Finance

Date:

Federal Tax I.D. #36-2193608

*[Acknowledgments continue on following page]*

**Acknowledgment for Corporation**

STATE OF FLORDIA )

COUNTY OF HILSBOROUGH )

) ss.  
)

*Rachel L. Mehlenbacher,  
Corp. Dir. Acctg. and Invests.*

On this May 12, AD, 2022, before me personally appeared to me personally known, who, being by me duly sworn, did say that they are ~~John P. McCabe, Executive Vice President~~ and Sharon L. Russell, Vice President, Finance of Shriners Hospitals for Children and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President and Vice President, Finance acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 12 day of May, A.D. 2022



CHRISTINE R CASTANEDA  
Commission # GG 229978  
Expires August 11, 2022  
Bonded Thru Budget Notary Services

*Christine R Castaneda*

Notary Public in and for the State of ~~Colorado~~ Florida

My Commission Expires: 08/11/2022

**Acknowledgment for Corporation**

STATE OF COLORADO )

COUNTY OF DENVER )

) ss.  
)

On this 4/20, AD, 202<sup>2</sup>, before me, the undersigned authority, personally appeared Philip G. Wood, personally known to me or proved to me by satisfactory evidence to be the person whose name is subscribed to the foregoing instrument as the Vice-President of Land of GMT Exploration Company LLC and acknowledged to me that he executed the same with proper authority, and as the act of such company for the purposes therein set forth.

WITNESS my hand and seal this 20 day of April, A.D. 2022



*David Green*  
Notary Public in and for the State of Colorado

My Commission Expires: 11/02/2025

[End of signatures and acknowledgments]