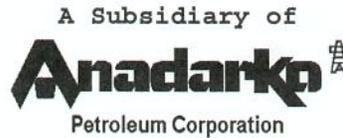


Kerr-McGee Oil & Gas Onshore LP

*1099 18th Street
Denver, CO 80202*



1-29-, 2009¹⁰

VIA FACSIMILE AND U.S. MAIL

Carma Bayshore LLC
Christopher Bremner
188 Inverness Drive West, Suite 150
Englewood, Colorado 80112

Re: Second Amendment to September 11, 2009 Surface Letter Agreement
Township 3 North, Range 68 West of the 6th P.M.
Section 36: Part of the N/2
Weld County, Colorado

Dear Mr. Bremner:

In accordance with the recent discussions between Kerr-McGee Oil & Gas OnShore LP (“KMG”) and Carma Bayshore LLC (“Carma”), it has been agreed to amend the September 11, 2009 Surface Letter Agreement (the “Agreement”) as follows:

1. KMG will drill the KMG 21-36 well in the place of the KMG 25-36 well.
2. The NW/4 Well Location Exhibit of Exhibit A referred to in paragraph 2 of the Amendment will remain the same.
3. Unless amended hereby, the terms of the Agreement shall remain in full force and effect. If there is any conflict between the Agreement and this amendment, the terms of this amendment will control only to the extent necessary to resolve the conflict.

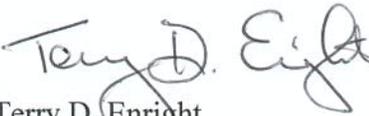
Carma Bayshore LLP
Christopher Bremner
_____, 2009

Page 2

If the terms of this amendment accurately reflect the agreements reached, please so indicate by signing two originals of this amendment in the space provided below and returning one original to me at the address on the letterhead using the enclosed self addressed envelope. The second original is for your files. If you have any questions, please contact me at 970-590-0729 or 720-929-6469.

Sincerely,

Kerr-McGee Oil & Gas Onshore LP



Terry D. Enright
Staff Landman

Signed: _____

Christopher Bremner, Senior Development Manager

Date: _____

1/29/2010

cc: David Bell

SECOND AMENDED MEMORANDUM OF SURFACE AGREEMENT

This Memorandum shall provide notice to all parties that Kerr-McGee Oil & Gas Onshore, LP, a Delaware limited partnership "Kerr-McGee", and Carma Bayshore LLC, have entered into a surface agreement dated JAN 29, 2010 (the "Agreement") covering the lands described on Exhibit A to this Amended Memorandum. Among other matters, the Agreement provides certain accommodations to be made by both parties, and authorizes, Kerr-McGee to conduct drilling operations on the following wells at the following locations in Township 3 North, Range 68 West, Section 36:

KMG 22-36	Center of the NW/4 of Section 36
KMG 21-36	Center of the NW/4 of Section 36
KMG 28-36	Center of the NE/4 of Section 36
KMG 32-36	Center of the NW/4 of Section 36
KMG 41-36	Center of the NE/4 of Section 36
KMG 3-36	Center of the NW/4 of Section 36
KMG 5-36	Center of the NW/4 of Section 36
KMG 8-36	Center of the NE/4 of Section 36
KMG 12-36	Center of the NW/4 of Section 36

The term of the Agreement shall be for the duration of the oil and gas lease presently covering the subject lands. Further information regarding the terms of the Agreement may be obtained by contacting Kerr-McGee at 1099 18th Street, Suite 1800, Denver, CO 80202, attention Denver Basin Land Manager.

Executed this 29 day of JAN, 2009.

KERR-McGEE OIL & GAS ONSHORE, LP


By: JANE ANN BYROAD
Title: Agent & Attorney-in-Fact

Date: 1-12-2010

CARMA BAYSHORE LLC


By: CHRISTOPHER BREMNER
Title: Senior Development Manager

Date: 1-29-2010

ACKNOWLEDGMENTS

STATE OF Texas)
) ss.
COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 12th day of January 2009, by Jane Ann Byroad as Agent & Attorney in Fact of **Kerr-McGee Oil & Gas Onshore LP**, a Delaware limited partnership.

WITNESS my hand and official seal.

My commission expires:

7-30-2011



Montez Renee Garon
Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 29th day of January 2009, by Christopher Bremner as Senior Development Manager of Carma Bayshore LLC.

WITNESS my hand and official seal.

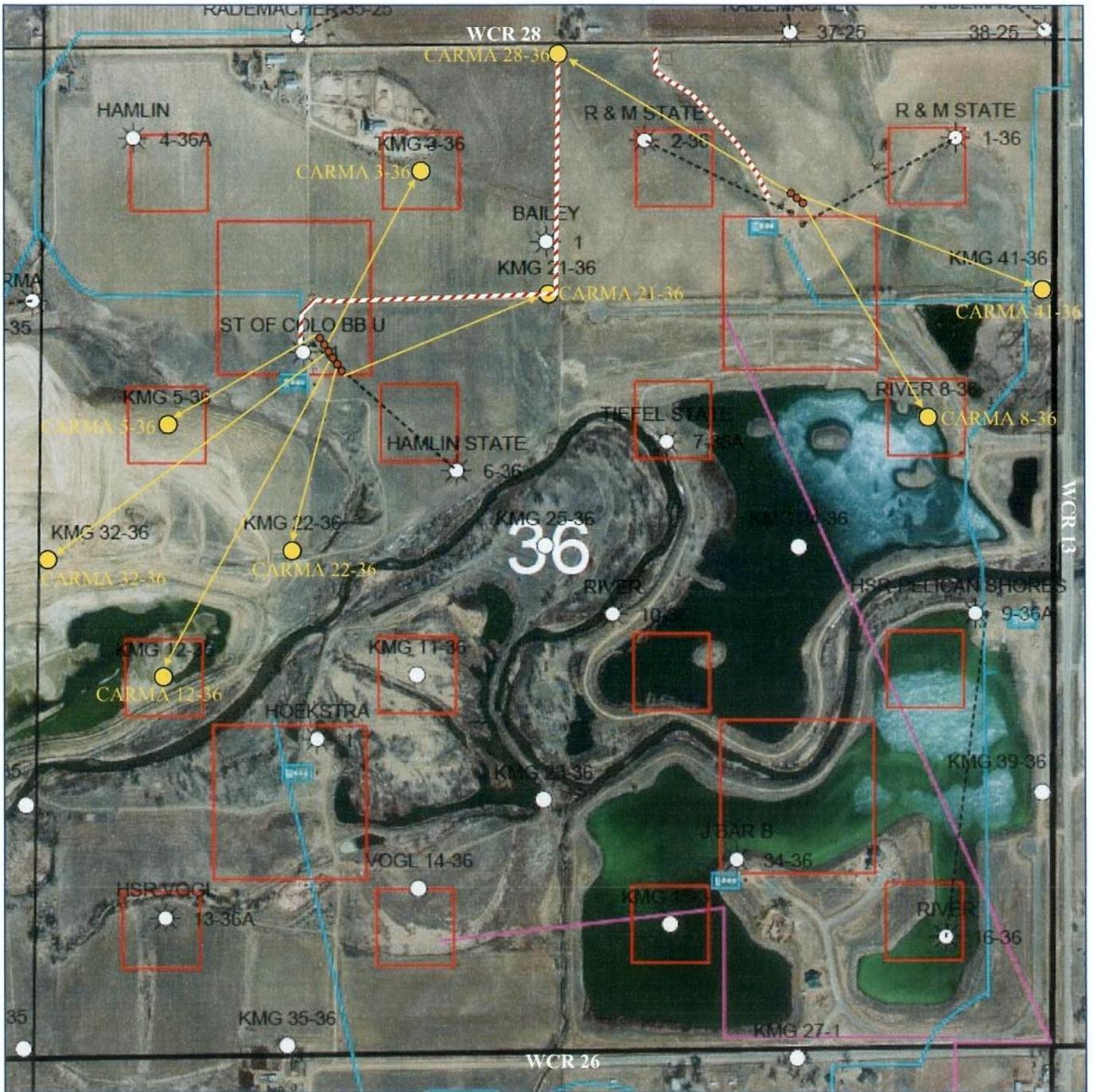
My commission expires:

6-14-11



Jennifer E. Mills
Notary Public

My Commission Expires 06-14-2011



This aerial photo and all notations and depictions thereon is provided as a courtesy and is intended to be used for general reference purposes only. Kerr-McGee (broadly) expressly disclaims any and all representations or warranties regarding the accuracy or the completeness of the information appearing on this aerial photo and any reliance on it for any purpose whatsoever is at the sole risk of the party so relying.



-  Access Road
-  KMG Gathering Line
-  Duke Pipeline
-  RGS Pipeline
-  Proposed Flowline
-  Legal Drilling Window
-  Exist Battery Location
-  New Battery Location
-  Proposed Wellhead
-  Bottomhole Location



**Aerial Photo
Sec. 36-T3N-R68W
Weld County, CO**

Author: Teddy Ruampant	Edited By: Dave Haertel	Last Edited: 12/16/2009
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