

Amendment to Surface Damage and Release Agreement

WHEREAS Norma A. Siebring ("Owner"), and Texas American Resources Company ("Operator") entered into that certain Surface Damage and Release Agreement dated May 16, 2011, recorded at reception number 3778715 in the records of Weld County, CO., covering the following lands:

Township 5 North, Range 63 West, 6th P.M.
Section 32: NE/4

WHEREAS the above referenced Owner and Bill Barrett Corporation, successor in interest to Operator, desire to amend the Surface Damage and Release Agreement.

For and in consideration of the sum of One Dollar (\$1.00) and and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree to modify and amend the above referenced Surface Damage and Release Agreement as follows:

The "Compensation Amount" described in paragraph number 5 shall be amended to read as follows:

COMPENSATION AMOUNT. In lieu of paying surface damages as described in paragraph number 1 of Exhibit "A" to the Oil and Gas lease dated December 17, 2001 by and between Norma A. Siebring, individually and as trustee of the Neeland B. Siebring Trust, as Lessor and GFG Energy, Inc., as Lessee, recorded at reception number 2913576 in the records of Weld County, CO., Operator will pay Owner the sum of Ten Thousand dollars (\$10,000.00) per well pad and the associated Facilities and an additional One Thousand dollars (\$1,000.00) per wellbore drilled prior to the commencement of actual drilling operations of, but not limited to, the Siebring 5-63-32-16H, Siebring 5-63-32-17H, Siebring 5-63-32-32H and the Siebring 5-63-32-48H ("Amount"). The Amount is hereby acknowledged by Owner as full and final consideration for Operator's use of Lands under this Agreement and Owner, on behalf of itself and its respective predecessors, heirs, assigns and any person or entity claiming by, through or under any of them does hereby release Operator and all affiliates, joint owners, employees, contractors or other persons working for, with, or succeeding to Operator for any and all damages caused or created by reason of the reasonable and customary ingress, egress, rights-of-way, drilling, completion, production and maintenance operations associated with the Wells and Facilities. Such damages will include, without limitation, damage to growing crops, cropland, the removal, transportation and care of livestock, re-seeding, construction and use of Access Roads and the preparation and use of the Well site areas; provided, however, that if after the initial drilling, completing and equipping of the Wells and Facilities for production, Operator commences subsequent operations thereto, including, but not limited to, re-fracturing operations on the Wells, and such operations result in additional crop losses on the Lands affected thereby, Operator will timely reimburse Owner for the actual net value of such crop loss, if any. If Owner owns less than 100% interest in the Lands, then the Amount paid to each Owner shall be proportionately reduced by the percentage in which they own in the Lands.

Except as specifically herein modified and corrected, all terms, provisions and conditions of the Surface Damage and Release Agreement are and shall remain in full force and effect. This Amendment to Surface Damage and Release Agreement shall be binding upon the Owner and Operator, their respective heirs, successors and assigns.

Owner(s):

Norma A. Siebring
Norma A. Siebring

STATE OF COLORADO)
COUNTY OF Weld) ss

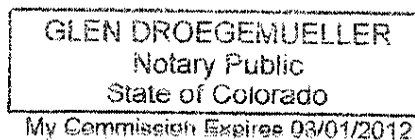
ACKNOWLEDGMENT--INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of December, 2011, personally appeared Norma A. Siebring, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Glen Droege Mueller
Notary Public

1035 37th Ave Court
Address



(SEAL)
My Commission Expires 03-01-2012
2012