

AMENDMENT TO SURFACE USE AGREEMENT

**Frye Farms – Southeast Quarter of Section 32, Township 6 North, Range 67 West,
Weld County, Colorado**

THIS AMENDMENT TO SURFACE USE AGREEMENT is dated this 15th day of May, 2013, but made effective the 14th day of November, 2011, and is by and between TEKTON WINDSOR, LLC (hereinafter referred to as "TEKTON") having an office at 640 Plaza Drive, Suite 290, Highlands Ranch, Colorado 80129 and FRYE FARMS INVESTMENTS, LLC (hereinafter referred to as "FRYE FARMS"), having an office at 1625 Pelican Lakes Point, Suite 201, Windsor, Colorado. TEKTON and FRYE FARMS hereinafter sometimes collectively referred to as "Parties".

WITNESSETH

WHEREAS, TEKTON and FRYE FARMS, LLC entered into that certain Surface Use Agreement dated November 14, 2011, covering the surface estate of those certain lands more particularly depicted on Exhibit "A" attached to said Surface Use Agreement located in Weld County, Colorado (hereinafter referred to as the "Property").

WHEREAS, TEKTON and FRYE FARMS desire to enter into an amendment to the Surface Use Agreement for the purpose of evidencing their mutual understanding and agreement regarding certain modifications to the Surface Use Agreement as more specifically set forth below.

AGREEMENT

- A. FRYE FARMS owns the surface estate of the Property.
- B. FRYE FARMS ownership of the Property is subject to the rights of the oil and gas mineral leasehold estate owned by TEKTON.
- C. FRYE FARMS plans to develop the surface of the Property.
- D. The Surface Use Agreement and this Amendment to Surface Use Agreement set forth the Parties rights and obligations regarding the relationship between the development of the Property by FRYE FARMS and TEKTON's operation and development of its oil and gas leasehold estate underlying the Property, such rights and obligations to be binding upon the Parties successors and assigns.
- E. TEKTON intends to drill, complete and operate vertical, deviated and/or horizontal oil and gas wells ("Wells") on the Property.

NOW, THEREFORE, for and in consideration of the premises hereto, the keeping and performance of the covenants and agreements hereinafter contained, and for the consideration set forth in the Surface Use Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TEKTON

and FRYE FARMS intending to be legally bound, agree and amend the Surface Use Agreement as follows:

A. Section E, Page 1 of the Surface Use Agreement is deleted and replaced in its entirety with the following:

Tekton intends to drill, complete and operate vertical, deviated and/or horizontal oil and gas wells ("**Wells**") on the Property.

B. Article 1, Page 1 of the Surface Use Agreement titled "Areas Reserved for the Existing Wells and Future Wells" is deleted and replaced in its entirety with the following:

FRYE FARMS shall set aside and provide to Tekton that portion of the Property hereinafter referred to as the Oil and Gas Operations Areas or "**Pads**" (and also referred to "Drilling Locations"), such area(s) being depicted on Exhibit "A" attached to and made a part of the Amendment to Surface Use Agreement dated May 14, 2013. It being the intent that the location of the Wells, the general locations of separators and tanks, together with such other portions of the Property as may reasonably be necessary to be used for or in connection with the operations of the Wells, and for the purposes of landscaping and contouring, including the construction of berms and retention ponds, or as otherwise may be mutually agreed to by the Parties, shall constitute an Oil and Gas Operations Area, Pad or Drilling Location. The Oil and Gas Operations Areas are to be made available to Tekton in their present condition for any operations conducted by Tekton in connection with the Wells, including, but not limited to, drilling and production activities, workovers, well deepenings, recompletions, fracturing and replacement wells. Except for the Pads, and the access roads and easements associated with flowlines, gathering lines and pipelines as provided in this Agreement, Tekton shall not occupy the surface of the Property except in the event of an emergency or for reasonable incidental, temporary and non-damaging activities, for which Tekton shall be strictly and solely responsible for any damages that may occur.

C. The Surface Use Agreement as herein amended shall be binding upon and inure to the benefit of the Parties and their respective successors, successors-in-title, representatives and permitted assigns. In the event of any inconsistency or conflict between the terms of this Amendment to Surface Use Agreement and of the Surface Use Agreement, the terms of this Amendment to Surface Use Agreement shall control. The Surface Use Agreement, as amended by this Amendment to Surface Use Agreement, constitutes and contains the sole and entire agreement of the Parties with respect to the subject matter hereof and no prior or contemporaneous oral or written representations or agreements between the Parties and relating to the subject matter hereof shall have any legal effect. Except as herein provided, all other terms and conditions of the Surface Use Agreement shall remain unchanged and in full force and effect, and are hereby ratified and confirmed by the Parties. This Amendment to Surface Use Agreement may not be changed, modified, discharged or terminated orally in any manner other than by an agreement in writing signed by TEKTON and FRYE FARMS or their respective heirs,


representatives, successors and permitted assigns. This Amendment to Surface Use Agreement may be signed in multiple counterparts, which, when taken together, shall constitute a fully executed and binding original Amendment to Surface Use Agreement. Signatures of the Parties to this Amendment to Surface Use Agreement via facsimile, email, .pdf, .jpg or .tiff shall be treated as and have the same binding effect as original signatures hereon.

D. [REDACTED]

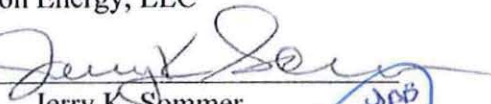
E. FRYE FARMS INVESTMENTS, LLC hereby ratifies the Surface Use Agreement and agrees that all of its right title and interest in and to the Property shall for all purposes be deemed to subject to the terms of the Surface Use Agreement and this Amendment to Surface Use Agreement, to the same extent as if FRYE FARMS INVESTMENTS, LLC had been the an original party to the Surface Use Agreement.

The Parties have executed this Amendment to Surface Use Agreement effective as of November 14, 2011.

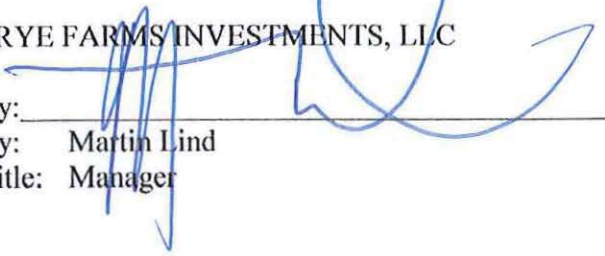
Tekton Windsor, LLC
By Tekton Energy, LLC, its sole member

By: 
By: Jerry K. Sommer
Title: President and Chief Executive Officer

Tekton Energy, LLC

By: 
By: Jerry K. Sommer
Title: President and Chief Executive Officer

FRYE FARMS INVESTMENTS, LLC

By: 
By: Martin Lind
Title: Manager

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 6th day of June, 2013, by Jerry K. Sommer as President and Chief Executive Officer of Tekton Energy, LLC, a Delaware limited liability company, on behalf of Tekton Energy, LLC and Tekton Windsor, LLC, a Colorado limited liability company.



Witness my hand and official seal.

Carolyn A. Spaulding
Notary Public

My Commission Expires: 3/19/2014

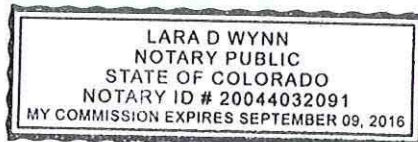
STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 12th day of June, 2013, by Martin Lind as Manager of FRYE FARMS INVESTMENTS, LLC a Colorado limited liability company, on behalf of said company.

Witness my hand and official seal.

Martin Lind
Notary Public

My Commission Expires: 9/9/2016

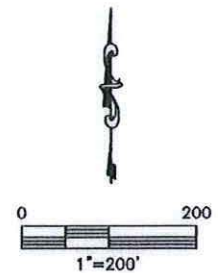
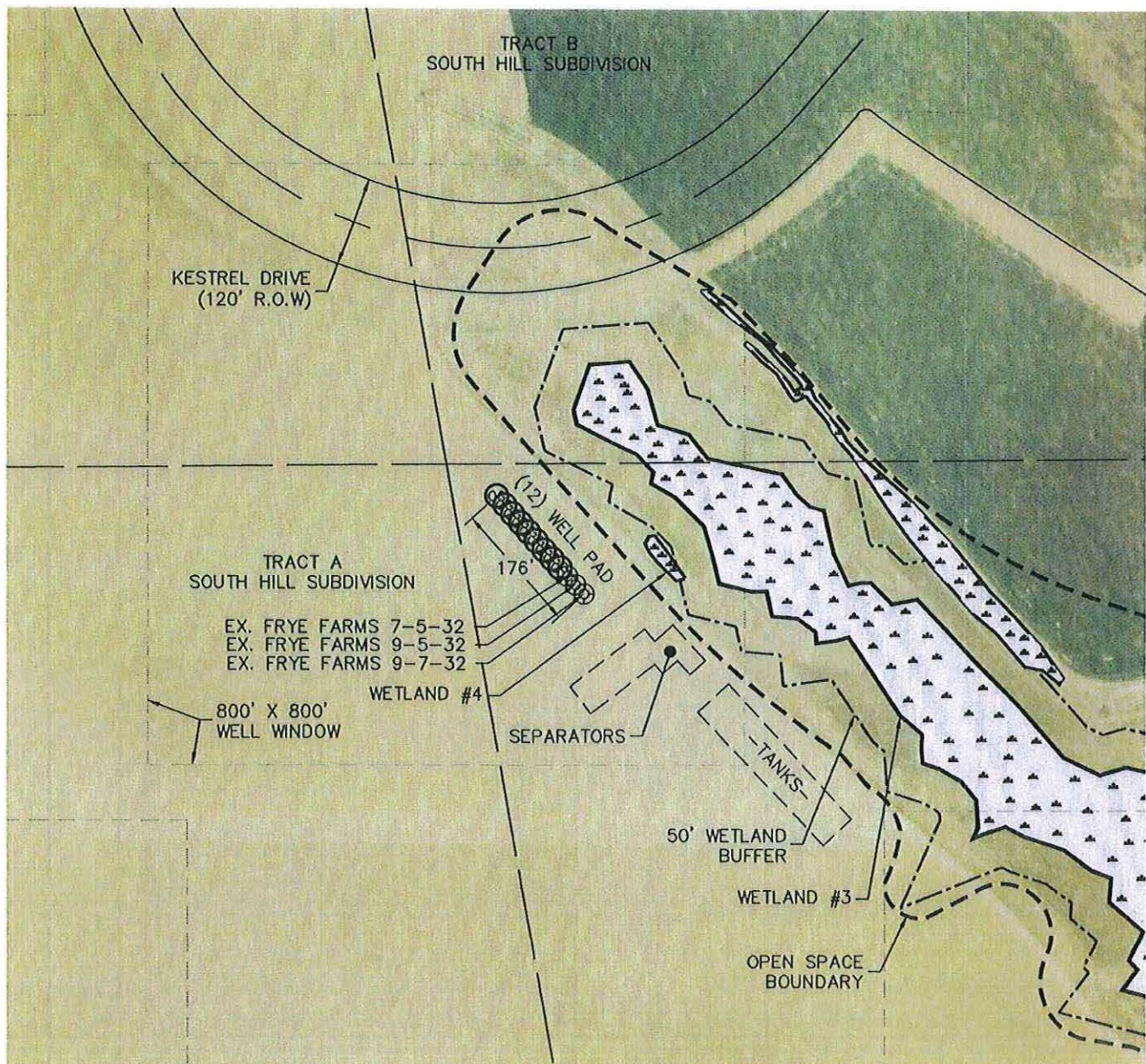




Lat40°, Inc. 1635 Foxtrail Drive, Suite 325 Loveland, CO 970-776-3321

EXHIBIT "A"
PROPOSED FRYE FARMS
(12) WELL PAD

SECTION: 32
TOWNSHIP: 6N
RANGE: 67W
1/4,1/4: SE1/4SE1/4



DATE: rev 6/3/2013
PROJECT#: 2011315