

**FIRST AMENDMENT TO SURFACE USE AGREEMENT
BETWEEN THE COLORADO DIVISION OF PARKS AND WILDLIFE AND
DEJOUR ENERGY (USA) CORPORATION**

This FIRST AMENDMENT (hereinafter "Amendment") is made and entered into this ___ day of February, 2014 and amends that certain SURFACE USE AGREEMENT (hereinafter "Agreement"), effective February 16, 2012, between the STATE of COLORADO acting by and through the DEPARTMENT OF NATURAL RESOURCES, for the use and benefit of the DIVISION OF PARKS and WILDLIFE (hereinafter referred to as "CPW"), and DEJOUR ENERGY (USA) CORPORATION (hereinafter referred to as "DEJOUR"). The CPW and DEJOUR may be collectively referred to herein as the "Parties."

RECITALS

A. The Parties have executed that certain Agreement effective February 16, 2012 for access and development of certain lands located within the Garfield Creek State Wildlife Area in Garfield County, Colorado and referred to as the "Property." These lands are described in the Agreement and its attachments which are incorporated herein.

B. Section 20 of the Agreement authorizes the Parties to change and amend the Agreement upon written agreement between the Parties.

C. On page 1 of the Agreement, in Section A. Recitals, the State of Colorado represents that it is the surface owner of a parcel of land, with the legal description described therein. This legal description of the Property failed to include several tracts of lands that are actually included in the Property. The Parties agree to amend the Agreement to accurately describe the lands owned by the State of Colorado in the Property to ensure consistency in the Agreement as to the lands for which the Agreement applies.

D. Capitalized terms used, but not otherwise defined in this Amendment shall have the meanings given such terms in the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants, terms, conditions, restrictions, and requirements contained in the Agreement and herein, the Parties hereby agree to amend the Agreement to the extent necessary to correct the omission of certain lands from the description of lands that the State of Colorado owns and which are within the Property and subject to the Agreement.

AMENDMENT

Section A. of the RECITALS on page 1 of the Agreement is hereby amended to include the following lands as lands that the State of Colorado owns and are subject to the Agreement:

SECT, TWN, RNG: 10-6-91 (640AC); SECT, TWN, RNG: 11-6-91 (640AC); SECT, TWN, RNG: 14-6-91 (640AC); SECT, TWN, RNG: 15-6-91 (640AC).

MISCELLANEOUS PROVISIONS

1. **EFFECT OF AMENDMENT.** Except as expressly amended herein, the terms and conditions of the Agreement shall remain in full force and effect and are not intended to be amended or abrogated by this Amendment.

2. **ENTIRE UNDERSTANDING.** This Amendment together with the Agreement is the entire agreement among the parties hereto, and no representations, warranties or other statements or promises have been made by either to the other party in connection with this Amendment. The terms of this Amendment shall inure to the benefit of and be binding on the Parties, their successors and assigns.

3. **MODIFICATION.** This Amendment may not be rescinded, cancelled, terminated, supplemented, amended or modified in any manner whatsoever without the prior written consent of the Parties.

4. **HEADINGS.** All headings used in this Amendment are inserted only for convenience and ease of reference, and are not to be considered in the construction or interpretation of any provision of this Amendment or the Agreement.

5. **COUNTERPARTS.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank - signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth below, to be effective as of the Effective Date.

STATE OF COLORADO

John W. Hickenlooper, Governor

By: 

Dated: 2-21-2014

For the Director of the Division of Parks and Wildlife for the Executive Director of the Department of Natural Resources, and on behalf of the Colorado Parks and Wildlife Commission.

STATE OF COLORADO

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)ss.

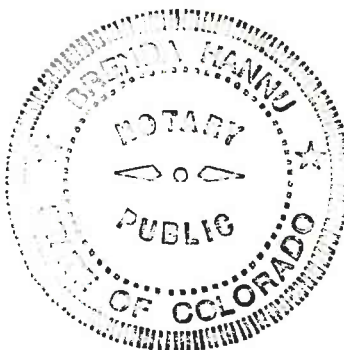
COUNTY OF DENVER

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The foregoing instrument was acknowledged before me this 21st day of February 2014, by Jeff VerSteeg, acting on behalf of the State of Colorado, Department of Natural Resources, benefiting the Division of Parks and Wildlife and the Colorado Parks and Wildlife Commission.

My Commission Expires: 3/18/2014


Notary Public



DEJOUR ENERGY (USA) CORPORATION

By: 
Neyeska G. Mut, Executive Vice-President

Dated: 2-24-14

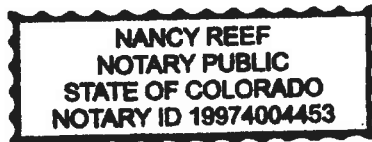
STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this __ day of February 2014, by Neyeska G. Mut, as Executive Vice-President of DEJOUR ENERGY (USA) CORPORATION, on behalf of said corporation.

My Commission Expires:

5-24-2017


Notary Public



My Commission Expires 05/24/2017