

**Amendment No. 2 to Surface Use Agreement (Caddell)
and Subsurface Easement**

This Amendment No. 2 (the "2nd Amendment") to that certain agreement between Dorothy Ann and Jackie B. Caddell, individuals, and Rocky Mountain Gas Supply LLC ("Rocky Mountain") with an effective date of November 5, 2002 ("the Agreement"), as amended by that certain Amendment No. 1 to Surface Use Agreement with an effective date of August 23, 2013, is made and entered into by and between Tabula Rasa Energy, LLC, a Utah Limited Liability Company ("TRE" or "Operator") and successor in interest to Rocky Mountain and Dorothy Ann Caddell, an individual ("Caddell" or "Grantor"). This 2nd Amendment is effective as of the 14th day of August 2014.

WHEREAS, TRE is the successor in interest to Rocky Mountain's rights and obligations pursuant to the Agreement; and

WHEREAS, Dorothy Ann Caddell has succeeded to all of Jackie B. Caddell's rights and obligations pursuant to the Agreement; and

WHEREAS, Caddell and TRE desire to further amend the Agreement, as Amended;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

1. Definitions: Capitalized terms used and not defined in this 2nd Amendment have the respective meanings assigned to them in the Agreement.
2. Additional Surface Damage Provisions.
 - a. TRE, as operator, is hereby authorized to utilize an additional surface site, not to exceed .5 acres (such site, the "Caddell #3 Site"), to drill one additional well, referred to herein as "Caddell #3", at a location of approximately one thousand two hundred seventy five feet (1,275'), more or less, from the south boundary and one thousand one hundred sixty two feet (1,162'), more or less, from the east boundary of Section 4, Township 29 South, Range 69 West in Huerfano County, Colorado. TRE will use commercially reasonable efforts to drill the "Bore Hole" for the Caddell #3 at an angle, so as to penetrate the Entrada Formation approximately 1600 feet North Northeast of State Highway 160 at an estimated depth of six thousand two hundred feet (6,200'), more or less.
 - b. No production from the Caddell #3 will be generated from those lands described in the Agreement; all such production will be generated from other lands. Consequently, Grantor agrees to provide, and by and through this 2nd Amendment does hereby grant and convey to Operator, a subsurface easement to allow Operator to recover off-lease Oil, Gas, and CO₂.

- c. Upon execution of this 2nd Amendment, TRE will pay Caddell the sum of [REDACTED] as surface damages for use of the surface site described herein. Thereafter, TRE will pay Caddell an additional [REDACTED] per year for as long as the subsurface easement shall remain in effect. Such annual payments shall be paid on each anniversary date of this 2nd Amendment.
- d. Should the Caddell #3 be plugged and abandoned, paragraphs 8 and 9 of the agreement shall apply only to the Caddell #3 Site, but shall not apply to the Access Road until such time as both the Caddell #1 and Caddell #2 are plugged and abandoned.

3. Notices. Any communications to TRE shall be made as follows:

Tabula Rasa Energy, LLC
Attn: Clay Landon
2500 County Road 441
La Veta, CO 81055
(719) 742-5377

with a copy to

Tabula Rasa Energy, LLC
Attn: Brady McConaty
12012 Wickchester, Ste 660
Houston, TX 77079
Telephone: (281) 668-8488
Fax: (281) 531-8481

and to

Tabula Rasa Energy, LLC
Attn: Matthew J. Harmer
1935 E. Vine Street, Ste 300
Murray, UT 84121
Telephone: (801) 322-4750
Fax: (801) 363-3248

4. Effect of Original Agreement. Except as expressly provided in this 2nd Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.
5. Counterparts. This 2nd Amendment may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Counterparts of this 2nd Amendment may be executed and delivered by facsimile or email transmission, and a facsimile or a scanned signature transmitted via email shall be binding on such party as if it were an original thereof.

6. Assignment; Covenants Running with the Land. This 2nd Amendment shall inure to the benefit of, and be binding upon, each of the Parties and each of their respective successors and assigns. Its provisions and covenants shall run with the land.
7. Entire Agreement. This 2nd Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
8. Governing Law. This 2nd Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, this 2nd Amendment has been executed by the parties hereto effective as of the date first above written.

TABULA RASA ENERGY, LLC

Dorothy Ann Caddell
Dorothy Ann Caddell

Brady J. McConaty
By: Brady J. McConaty
Title: SVP Operations

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14th day of August, 2014 by BRADY J. McCONATY, _____ of Tabula Rasa Energy, LLC, a Utah limited liability company, on behalf of said company.

Debra Kay Olson
Notary Public in and for the State of TEXAS

My Commission Expires:

