

**REINSTATEMENT AND AMENDMENT OF
MASTER SURFACE USE AGREEMENT**

STATE: COLORADO

COUNTY: GARFIELD

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, under the date of October 3, 2008, **Specialty Restaurants Corporation** ("Surface Owner") and **Williams Production RMT Company** ("Operator"), (collectively, the "Parties"), did execute a Master Surface Use Agreement ("Agreement"), with a Memorandum of Master Surface Use Agreement being recorded at reception number 736437 of the official records of Garfield County, State of Colorado;

WHEREAS, **Williams Production RMT Company** became known as **Williams Production RMT Company LLC** ("Williams") on October 12, 2010 by instrument in the official records of the Colorado Secretary of State office;

WHEREAS, **5-Mile Ranch, LLC** is the successor in interest to **Specialty Restaurants Corporation** by instrument recorded at reception number 776889 of the official records of Garfield County, State of Colorado;

WHEREAS, **Williams Production RMT Company LLC** became known as **WPX Energy Rocky Mountain, LLC** by instrument recorded at reception number 814004 of the official records of Garfield County, State of Colorado;

WHEREAS, **WPX Energy Rocky Mountain, LLC** is now known as **TEP Rocky Mountain LLC**, by instrument recorded at reception number 876693 of the official records of Garfield County, State of Colorado;

WHEREAS, it is the desire of the Parties to amend Exhibit "C-2" of the Agreement to state that the SG 32-26 Finish Interim Reclamation date be October 31, 2019;

WHEREAS, it is the desire of the Parties to amend Exhibit "C-3" of the Agreement to add seven (7) new wells on the existing SG 32-26 as described on the attached Exhibit "B" (the "Wells"); and;

WHEREAS, Operator agrees that the proposed seven (7) new Wells cannot be converted or utilized as injection wells in any capacity without the prior written consent from Surface Owner.

NOW THEREFORE, in consideration of the premises stated herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties hereto, it is agreed:

1. The Parties reinstate, ratify, reaffirm and agree to be bound by all the terms and conditions of the Agreement, as herein amended.
2. Surface Owner agrees that Operator may use the One (1) existing SG 32-26 surface location as described on the attached Exhibit "A" for the drilling, completion, and operations of the Wells.

3. Operator agrees that the proposed seven (7) new Wells cannot be converted or utilized as injection wells in any capacity without the prior written consent from Surface Owner.
4. The Finish Interim Reclamation date in Exhibit C-3 of the Agreement shall be amended to October 31, 2019.
5. Except as provided herein, all other terms and conditions of the Agreement remain unaltered and are in full force and effect as of the date hereof.
6. This Reinstatement and Amendment of Master Surface Use Agreement shall be binding on any and all successors and assigns of the Parties.

The Parties hereto have executed this Reinstatement and Amendment of Master Surface Use Agreement this 30 day of March 2018.

SURFACE OWNER

5-Mile Ranch, LLC

By: 

Name:

John Tallichet

Title:

Manager

OPERATOR

TEP Rocky Mountain LLC

By: 

Name: Bryan S. Hotard

Title: Attorney-in-Fact

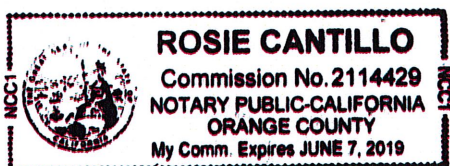
(acknowledgements continue on the next page)

ACKNOWLEDGEMENTS

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On this 30th day of March, 2018, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Tallchief known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same in the capacity of Manager of **5-Mile Ranch, LLC**.

My Commission Expires: 6/9/19

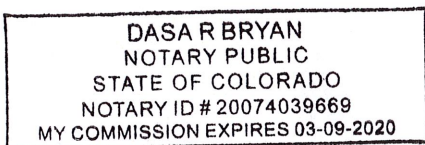


[Signature]
Notary Public

STATE OF COLORADO)
)
COUNTY OF GARFIELD)

On this 4th day of April, 2018, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Bryan S. Hotard**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same in the capacity of **Attorney-in-Fact of TEP Rocky Mountain LLC**.

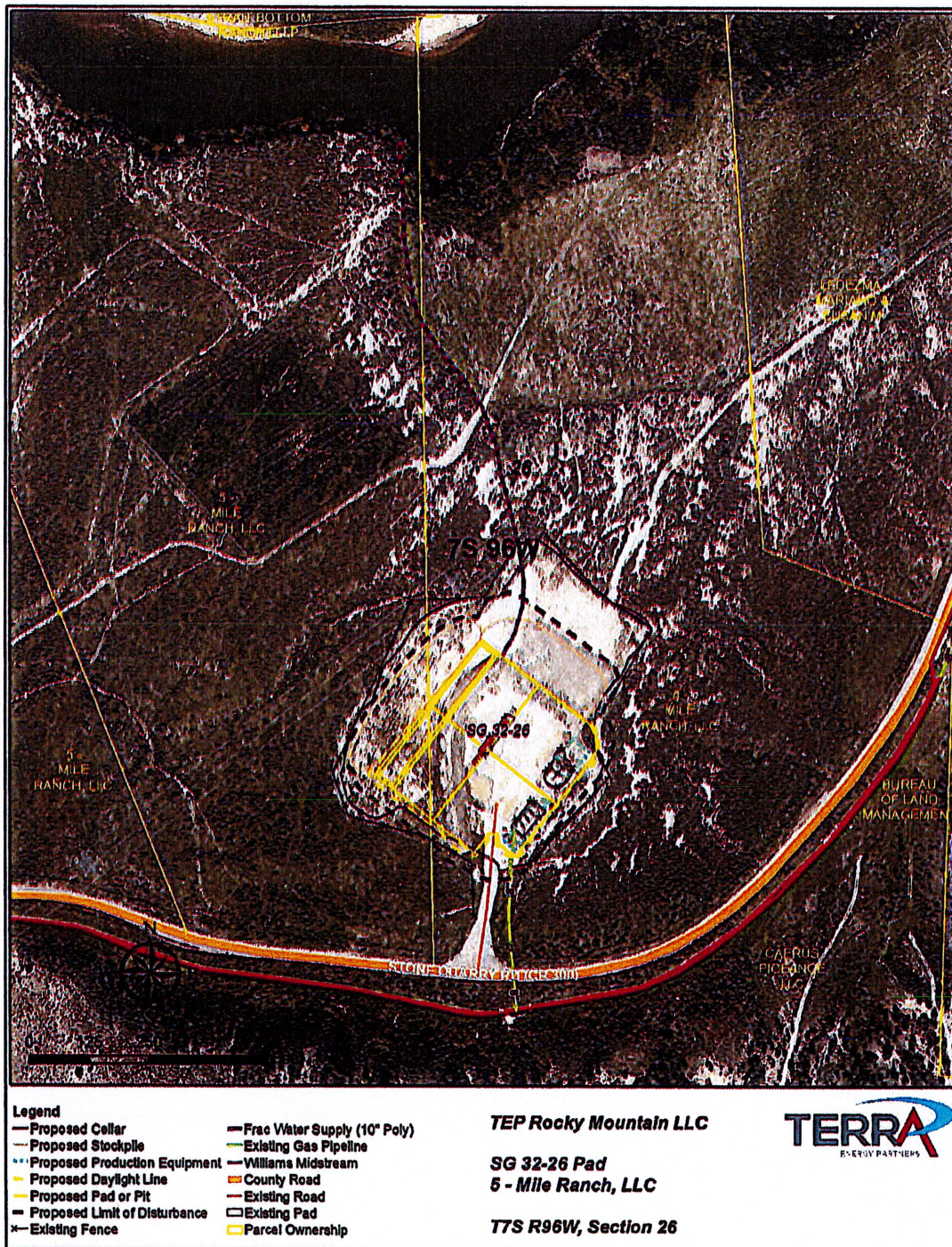
My Commission Expires: 3/9/2020



[Signature]
Notary Public

Exhibit "A"

Attached to and made a part of this Reinstatement and Amendment of Master Surface Use Agreement dated 30 day of March 2018, between 5-Mile Ranch, LLC, Surface Owner, and TEP Rocky Mountain LLC, Operator.



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Exhibit "B"

Attached to and made a part of this Reinstatement and Amendment of Master Surface Use Agreement dated 30 day of March 2018, between 5-Mile Ranch, LLC, Surface Owner, and TEP Rocky Mountain LLC, Operator.

Name of Well to be Drilled	Township, Range	Section	Quarter-Quarter for Surface Location	Name of Wellpad
SG 23-26	T7S -- R96W	26	SWNE	SG 32-26 Pad (new well)
SG 323-26	T7S -- R96W	26	SWNE	SG 32-26 Pad (new well)
SG 423-26	T7S -- R96W	26	SWNE	SG 32-26 Pad (new well)
SG 523-26	T7S -- R96W	26	SWNE	SG 32-26 Pad (new well)
SG 43-26	T7S -- R96W	26	SWNE	SG 32-26 Pad (new well)
SG 443-26	T7S -- R96W	26	SWNE	SG 32-26 Pad (new well)
SG 533-26	T7S -- R96W	26	SWNE	SG 32-26 Pad (new well)
SG 21-26	T7S -- R96W	26	SWNE	SG 32-26 Pad
SG 321-26	T7S -- R96W	26	SWNE	SG 32-26 Pad
SG 421-26	T7S -- R96W	26	SWNE	SG 32-26 Pad
SG 521-26	T7S -- R96W	26	SWNE	SG 32-26 Pad
SG 22-26	T7S -- R96W	26	SWNE	SG 32-26 Pad
SG 322-26	T7S -- R96W	26	SWNE	SG 32-26 Pad
SG 422-26	T7S -- R96W	26	SWNE	SG 32-26 Pad
SG 522-26	T7S -- R96W	26	SWNE	SG 32-26 Pad
SG 31-26	T7S -- R96W	26	SWNE	SG 32-26 Pad
SG 331-26	T7S -- R96W	26	SWNE	SG 32-26 Pad
SG 431-26	T7S -- R96W	26	SWNE	SG 32-26 Pad
SG 531-26	T7S -- R96W	26	SWNE	SG 32-26 Pad
SG 32-26	T7S -- R96W	26	SWNE	SG 32-26 Pad
SG 332-26	T7S -- R96W	26	SWNE	SG 32-26 Pad
SG 432-26	T7S -- R96W	26	SWNE	SG 32-26 Pad
SG 532-26	T7S -- R96W	26	SWNE	SG 32-26 Pad