

AMENDMENT & RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Town of Windsor, a Colorado Municipal Corporation, whose address is 301 Walnut Street, Windsor, CO. 80550, hereinafter referred to as "Lessor" did execute and deliver unto Great Western Leasing, LLC, whose address is 1700 Broadway, Suite 650, Denver, CO 80290-1170, as Lessee, that certain Oil and Gas Lease dated September 12th, 2011, recorded at Reception No. 3795883, in the County Records of Weld County, Colorado, covering certain lands described in said Lease. Of the said lands described, 1 tract was incorrectly described as follows:

TOWNSHIP 6 NORTH, RANGE 67 WEST, 6th P.M.
Section 16: Burlington Subdivision, Lot 4

WHEREAS, by means of an Assignment duly acknowledged by the Lessor, said Oil and Gas Lease is now owned and operated by Grizzly Petroleum Company, LLC, whose address is 1801 Broadway, Suite 500, Denver, CO 80202, hereinafter referred to as "Successor Lessee".

That Lessor and Successor Lessee desire to amend the property description in the said Oil and Gas Lease to correct the erroneous description of the lands as follows (hereinafter the "Amended Lands"):

TOWNSHIP 6 NORTH, RANGE 67 WEST, 6th P.M.
Section 16: Burlington Subdivision, Second Filing, Lot 2

All other terms, conditions, restrictions and lands leased and contained in the said Oil and Gas Lease shall remain in full force and effect, as originally set forth.

WHEREAS the Lessor and Successor Lessee, desire to ratify, amend and confirm the above described Oil and Gas Lease.

NOW, THEREFORE, for adequate consideration, the sufficiency of which is hereby acknowledged, Lessor does hereby ratify, approve, confirm and adopt the above described Oil and Gas Lease to include the Amended Lands as if the same had been originally included in the Lease. Lessor does hereby lease, demise, grant and let the Amended Lands for the purposes and upon the terms, conditions and provisions contained in the Lease unto Grizzly Petroleum Company, LLC, its successors and assigns, subject to and under all of the terms and provisions of said lease and lands as described above. The Lessor does hereby agree and declare that said lease is now in full force and effect and that payment has been duly made of the entire bonus consideration.

The undersigned does hereby adopt, ratify and confirm said Lease and hereby grants, leases, and lets all of the acreage described as the Amended Lands above unto Successor Lessee, its successors and assigns, and such Lease is hereby expressly affirmed, ratified and declared to be effective and binding for all purposes as of the date hereof.

The provisions hereof shall extend to and be binding upon the heirs, successors, legal representatives and assigns of the parties hereto.

This instrument is executed as of the acknowledgment date below, but effective for all purposes as of September 12th, 2011. Nothing herein shall be deemed a novation, it being the intention of the parties to retroactively correct a defective description of the lands leased, leaving all other terms and conditions intact and unaffected by this Amendment.

Lessor:

Town of Windsor, a Colorado Municipal Corporation

BY: _____
John S. Vasquez, Mayor

ATTEST: _____
Patti Garcia, Town Clerk

Lessee:

Grizzly Petroleum Company, LLC


By: Steve R. Stacy, Vice President

STATE OF COLORADO)
) ss:
COUNTY OF WELD)

ACKNOWLEDGEMENT - CORPORATE

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2015, personally appeared John S. Vasquez, Mayor for the Town of Windsor, a Colorado Municipal Corporation, and Patti Garcia, Town Clerk for the Town of Windsor, a Colorado Municipal Corporation, personally known to me or proved to me by satisfactory evidence to be the person(s) who executed the within and foregoing instrument and acknowledged to me that he/she/they executed the same.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss:
CITY AND COUNTY OF DENVER)

ACKNOWLEDGEMENT - CORPORATE

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of September, 2015, personally appeared Steve R. Stacy, personally known to me or proved to me by satisfactory evidence to be the person who executed the within and foregoing instrument as the Vice President of Grizzly Petroleum, LLC and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires: 6/11/2018

Janet C. Willson
Notary Public

JANET C WILLSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20024018949
MY COMMISSION EXPIRES JUNE 11, 2018