

AMENDMENT TO OIL, GAS AND MINERAL LEASE

STATE: TEXAS

COUNTY: CULBERSON

LESSOR: DEBORAH MCCRORY,
ATTORNEY-IN-FACT FOR
SUZANNE MCCRORY
390 E. Dakota, Trailer #13
Bayfield, CO 81122

LESSEE: THUNDERHEAD PETROLEUM II, LP
P.O. Box 2476
Carlsbad, NM 88221

Lessee, named above, is the present owner of the Oil, Gas and Mineral Lease (the "Lease"), dated April 1, 2012, executed by Suzanne McCrory, Lessor, in favor of Craig L. Blair, covering 640.81 acres of land (the "Lands"), more or less, in Culberson County, Texas. The Oil, Gas and Mineral Lease is recorded in Volume 107, Page 662 of the Oil & Gas Records of said county. The Lease covers the following lands (the "Lands"):

All of Section 4, Block 45, Abstract No.6854, Public School Land Survey

Lessor leases and lets to Lessee, its successors and assigns, the Lands for the purposes and on the terms and conditions provided in the Lease, as amended by this Amendment.

Lessor warrants to be the owner of the Lands and the minerals in and under the Lands with full right and authority to execute this Amendment of the Lease.

The Lease is recognized and deemed by Lessor to be in full force and effect.

It is the desire of the Lessor and Lessee to amend the Lease as to the particular provisions set out below and do hereby agree and amend said Lease as follows:

Striking paragraph 10 in its entirety:

10. If, upon the expiration of the primary term of this Lease, this Lease is not being held in force by virtue of operations as above defined, Lessee may, at its option, extend the primary term hereof for an additional two (2) years (herein referred to as "Year Four" and "Year Five"), upon notice to Lessor on or before February 16, 2015 and payment of the agreed upon consideration of One thousand seven hundred and fifty Dollars (\$1,750.00) per net acre for said extension.

and replacing it with the following paragraph:

10. If, upon the expiration of the primary term of this Lease, this Lease is not being held in force by virtue of operations as above defined, Lessee may, at its option, extend the primary term hereof for an additional one (1) year (herein referred to as "Year Four"), upon notice to Lessor on or before February 16, 2015 and payment of the agreed upon consideration of Eight Hundred and Seventy Five Dollars (\$875.00) per net mineral acre for said extension.

And add the following paragraph:

12. In the event Lessee completes a horizontal well, as defined by the Railroad Commission of Texas or other governing authority, and after the expiration date of the primary or extended term it shall then terminate as to all of the Leased Premises, EXCEPT

allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction. Notwithstanding the termination of this Lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress to and egress from the lands still subject to this Lease for all purposes pertaining to existing wells, together with easements and rights-of-way for existing roads, existing pipelines and other existing facilities on, over and across all the lands described in the original lease), for access to and from the retained lands and for the gathering or transportation of oil, gas and other minerals produced from the retained lands.


If the amendments, set out above, vary from provisions or terms already existing in the Lease, the amending provisions specifically supersede the provisions or terms originally contained in the Lease.

This Amendment shall extend to and be binding upon both Lessor and Lessee, and their respective heirs, executors, administrators, successors, and assigns. Except as stated in this Amendment, the Lease shall continue in full force and effect as to all of its other terms and provisions.

Lessor and Lessee adopt, ratify, and confirm the Lease and all of its terms and provisions, and Lessor grants, leases, and lets all of Lessor's interest in the Lands to Lessee, subject to and in accordance with all of the terms and provisions of the Lease and as amended herein.

This Amendment is signed by Lessor and Lessee as of the date of acknowledgment of their respective signatures below, but is effective for all purposes as of the Effective Date of the original lease.

Lessor:


Deborah L. McCrory,
Attorney-In-Fact for
Suzanne J. McCrory

Lessee:

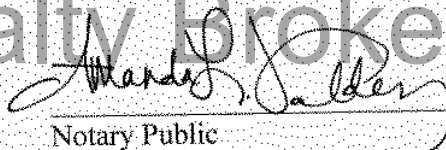
Thunderhead Petroleum II, L P,
a Texas limited partnership

By:
Thunderhead II Management,
LLC,
General Partner


Craig L. Blair, President

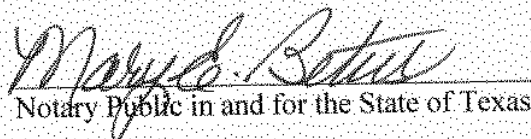
STATE OF COLORADO §
COUNTY OF LA PLATA §

Texas Royalty Brokers



STATE OF TEXAS
COUNTY OF HOWARD CUDDEBORN

Craig L. Blair, President of Thunderhead II Management, LLC, an owner of the property, is a utility company, acting in the capacity of General Partner of Thunderhead Petroleum II, a Texas limited partnership.



Texas Royalty Brokers

#71712

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AT 11:41 O'CLOCK A. M.

ON THE 10th DAY OF April

A.D., 2015

STATE OF TEXAS

COUNTY OF CULBERSON

I hereby certify that this instrument
was FILED on the date and at the time
stamped hereon by me and was duly
RECORDED in the
Volume 115 and Page 911
of the
Records of Culberson County, Texas.



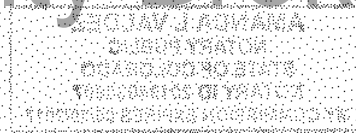
COUNTY AND DISTRICT
CLERK CULBERSON
COUNTY, TEXAS

Linda McDonald

COUNTY AND DISTRICT CLERK
CULBERSON COUNTY, TEXAS

BY [Signature]
DEPUTY

Texas Royalty Brokers



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