

## MEMORANDUM OF SURFACE USE AGREEMENT

This Surface Use Agreement ("Agreement"), dated effective as of the 26<sup>th</sup> day of January, 2018 ("Effective Date"), is made by and between The Antholz, LLLP, by Bert Arthur Loper, Partner, and Linda Lucile Loflin, Partner, whose address is 5180 Granby Circle, Colorado Springs, CO 80919 ("Surface Owner"), and Confluence DJ LLC, whose address is 1001 17<sup>th</sup> Street, Suite 1250, Denver, Colorado, 80202 ("Operator"). Surface Owner and Operator may be referred to herein individually as a "Party" and collectively as "Parties."

**WHEREAS**, Surface Owner and Operator entered into that certain unrecorded *Surface Use Agreement* ("Underlying Agreement"), the terms of which are incorporated herein by this reference, effective as of the Effective Date, executed copies of which are in the possession of Surface Owner and Operator, covering certain lands being situated In Weld County, Colorado, more particularly described as follows:

**Township 7 North, Range 64 West, 6th P.M.**

**Section 6: E/2**

**Section 7: E/2**

(the "Subject Lands").

**WHEREAS**, the parties now desire to execute this Agreement in order to put third parties on notice of the rights granted in the Underlying Agreement which covers the Subject Lands.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Surface Owner hereby grants Operator a non-exclusive easement and right-of-way for the purpose of drilling, staking, completing, equipping, producing and operating oil and gas wells on Operator's leasehold under the Subject Lands, lands pooled therewith, or certain adjacent lands, including the right to construct, install and maintain access roads, well sites, tank batteries, pipelines, separators, electric power lines, and other facilities (any and all of the foregoing being hereinafter collectively referred to as "Facilities") necessary, useful or incidental to drilling, equipping, completing for production, recompleting, producing, or plugging and abandoning one or more oil and/or gas wells.

This Agreement shall remain in full force and effect as to all portions of the Subject Lands and shall continue for so long thereafter as Operator, its successors and assigns, maintains this Agreement and the Underlying Agreement in accordance with all the provisions contained therein. More particularly, this Agreement and the Underlying Agreement and Operator's obligations thereunder will terminate upon the last to occur of: (a) termination of the oil and gas lease(s); (b) Operator's loss of rights to produce oil or gas or; (c) upon complete reclamation and restoration of the surface of the Subject Lands according to the standards prescribed herein and by the state or federal rules, regulations and statutes as well as approval of such reclamation by state and/or federal authorities which have jurisdiction over such reclamation.

This Agreement is in no way intended to supersede, abrogate, change, alter or modify any of the terms and conditions of the Underlying Agreement and in the event of any discrepancy between this Agreement and the terms of the Underlying Agreement, the terms of the Underlying Agreement shall prevail.

This Agreement may be executed in any number of counterparts and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

IN WITNESS WHEREOF, this instrument is executed, to be effective as of the Effective Date.

**SURFACE OWNER:**

The Antholz, LLLP

Bert Arthur Loper  
By: Bert Arthur Loper, Partner

Linda Lucile Loflin  
By: Linda Lucile Loflin, Partner

**OPERATOR:**

Confluence DJ LLC

By William E. Nicas

Printed Name: William E. Nicas

Title: Sr. VP Land and Business Development

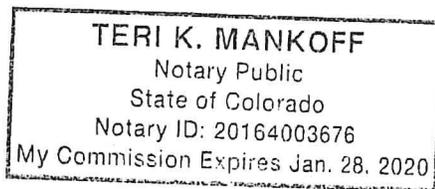
ACKNOWLEDGMENTS

STATE OF COLORADO )  
 ) ss.  
COUNTY OF El Paso )

The foregoing instrument was acknowledged before me this 26 day of Jan, 2018 by Bert Arthur Loper, Partner of The Antholz, LLLP, on behalf of said Partnership.

Witness my hand and official seal.

Notary Public: Teri K. Mankoff  
My Commission Expires: 1-28-2020

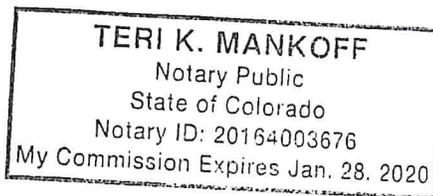


STATE OF COLORADO )  
 ) ss.  
COUNTY OF El Paso )

The foregoing instrument was acknowledged before me this 26 day of Jan, 2018 by Linda Lucile Loflin, Partner of The Antholz, LLLP, on behalf of said Partnership.

Witness my hand and official seal.

Notary Public: Teri K. Mankoff  
My Commission Expires: 1-28-2020



STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 2018 by William E. Nicas, Sr. VP Land & Business Development of Confluence DJ LLC, on behalf of such corporation.

Witness my hand and official seal.

Notary Public: Malea Broyles  
My Commission Expires: 7.21.2018

