

**EASEMENT, RIGHT-OF-WAY, AND SURFACE USE AGREEMENT**

This Easement, Right-of-Way and Surface Use Agreement ("**Agreement**") is entered into and effective this 21<sup>st</sup> day of July, 2017, by and between **Lochbuie Land I, LLC**, a Colorado limited liability company ("**Owner**"), whose address is 905 W. 124<sup>th</sup> Ave., Suite 201, Westminster, CO 80234, and **Extraction Oil & Gas, Inc.** ("**Operator**"), with offices at 370 17<sup>th</sup> Street, Suite 5300, Denver, CO 80202 sometimes referred to each as a "**Party**," or collectively as the "**Parties**."

WITNESSETH:

For and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **OWNERSHIP.** Owner is the surface owner of certain lands more particularly described as follows:

**Township 1 North, Range 66 West of the 6<sup>th</sup> P.M.**

**Section 25:** A parcel of land located in the Northeast quarter (NE/4) and the Northwest quarter (NW/4) of Section 25, Township 1 North, Range 66 West of the 6<sup>th</sup> Principal Meridian (Containing 67.18800 acres more or less)

**Section 25:** W/2NW/4 and all that part of the NE/4 and the E/2NW/4 lying South of a line 880 feet parallel to and South of the North line of Section 25.

**Less and except:** A strip of land for the Speer Canal through, upon, over and across the W/2 (Containing approx.. 3.385 ac. In the South 1760 feet of the E/2NW/4)

**Less and Except Blocks and Lots in Blue Lake Subdivision** (Containing approx.. 26.40736998 acres)  
(Containing 210.20763 acres more or less.

Weld County, Colorado  
(the "**Lands**").

Operator, or its affiliates, owns a working interest, leasehold interest, or other interest under certain oil and gas leases covering all or portions of the Lands, or lands pooled or included in a spacing unit therewith, or lands adjacent thereto (the "**Lease**," or "**Leases**"). The Leases include, without limitation, that certain Oil and Gas Lease dated October 18, 2016 by and between Owner and Operator, recorded in the records of the Clerk and Recorder, Weld County, on November 17, 2016, at Reception No. 4254379 ("**Owner's Lease**").

2. **OIL AND GAS OPERATIONS ON THE LANDS.**

A. Operator desires to drill, complete, operate, produce and maintain oil or gas wells (the "**Wells**") on the Lands and in accordance with the Leases, the subsurface locations of which may be under lands other than the Lands. In order for Operator, its agents, consultants, successors or assigns to explore, permit, survey, obtain consents and waivers, develop, drill, construct, complete, recompleat, produce, maintain, rework, equip, deepen, stimulate, re-stimulate, assess, evaluate, inspect, test, update, upgrade, operate, secure, and transport production from the Wells and all facilities associated therewith including, but not limited to, the access road as shown on Exhibit "A" attached hereto and by this reference incorporated herein (the "**Access Road**"), pipelines, infrastructure, equipment, surface appurtenances and production facilities including but not limited to emission control devices, vapor recovery towers, vapor recovery units, flowlines, gathering lines, transmission lines, temporary above ground water lines, temporary above ground completion fluid pipelines, gas lift lines, meters and housing, separators, tank batteries, MLVTs, LACT units, electrical lines, utility lines and any other facilities or personal property necessary for Operator to conduct operations on the Wells (each a "**Facility**," collectively, the "**Facilities**"), Owner recognizes it is necessary that Operator, its agents, consultants, successors or assigns enter and utilize such portion of the Lands as defined in Section 3 below as the Oil and Gas Operations Area or OGOA and as depicted in Exhibit "A" in order to operate and maintain the Wells and Facilities. Owner and Operator desire to mitigate any surface damage to the Lands and to set forth their agreements with respect to future operations on the Lands, to accommodate operations and development of the surface, and to provide for cooperation between the Parties and the mutual enjoyment of the Parties' respective rights in and to the Lands. This Agreement sets forth the Parties' rights and obligations regarding the development and use of the Lands by Owner and operations conducted by Operator.

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### **3. SURFACE EASEMENT AND RIGHT-OF-WAY; SUBSURFACE EASEMENT.**

A. Owner hereby grants, assigns, and conveys to Operator, its successors and assigns and each of their agents, employees, contractors and subcontractors: (i) an exclusive easement and right-of-way on, over, across, and through the portion of the Lands identified as the Oil and Gas Operations Area on Exhibit "A" (the "Oil and Gas Operations Area" or "OGOA") for the purpose of Operator's oil and gas operations, which may include but are not limited to construction, drilling, fracking, re-fracking, stimulating, re-stimulating, completing, operating, securing, producing, evaluating, deepening, reworking, equipping, maintaining, plugging and abandoning of Wells, and locating, constructing, entrenching, operating, maintaining, repairing, altering, replacing and removing the Facilities and all necessary appurtenant facilities, for the purposes specified in this Agreement, and (ii) a non-exclusive easement and right-of-way on, over, across and through the portion of the Lands defined as the Access Road as depicted on Exhibit "A" for the purpose of constructing, using and maintaining the Access Road and for ingress and egress from the Facilities and Oil and Gas Operations Area across the Lands on the Access Road, and for such other purposes as are specifically stated in this Agreement. The easements granted herein do not include a right to access or occupy any portion of the Lands other than the Oil and Gas Operations Area and the Access Road and such areas may be used only for the purposes specifically set forth in this Agreement and not for any other purpose that is not specifically addressed in this Agreement.

B. Owner grants Operator the right to drill, complete, operate and maintain Wells on the Lands that produce oil, natural gas, produced liquids, and associated hydrocarbons from lands other than the Lands and lands pooled with the Lands.

C. Owner further grants Operator a subsurface easement through the Lands for the purpose of drilling, completing, operating, re-stimulating, reworking and maintaining oil and gas wells that may produce and drain oil, natural gas, produced liquids and associated hydrocarbons from lands other than the Lands and lands pooled with the Lands.

D. Owner further grants Operator the right to gather to the Lands and transport from the Lands oil, natural gas, produced liquids and associated hydrocarbons produced from the Lands and lands other than the Lands and lands pooled with the Lands, and to transfer/assign such right to a third party gatherer.

E. Except as provided in Section 4 below, in no event shall any activities as described in Sections 3.B through 3.D, inclusive, above, which involve lands other than the Lands, increase the number of Wells or increase the size of the area required for the Facilities beyond the area depicted on Exhibit "A."

F. Owner reserves the right to use the Access Road and, except as provided herein and in the Owner's Lease, reserves all other surface and subsurface uses of the Lands and the right to grant successive easements on or across the Lands (except for the OGOA) on such terms and conditions as Owner deems necessary or advisable; provided that Owner shall not grant to any third party access or use rights to the Land that materially or unreasonably interfere with Operator's exercise of its rights and responsibilities as provided herein. Owner shall provide Operator with 30-days' days advance written notice of any authorization by Owner for third-party use of the Access Road and shall condition such third-party use upon Operator's assessment to such third-party users for road maintenance. Operator shall not assess Owner any maintenance for such use of the Access Road for any reason. Operator shall have no liability and Owner shall indemnify and hold Operator harmless from any and all claims resulting from actions or inactions of any third parties granted access to the Access Road by Owner.

### **4. LOCATION/OIL AND GAS OPERATIONS AREA.**

The locations of Wells, the number of Wells, the Access Road to the Well sites and Facilities to be constructed on the Lands shall be as specifically depicted on Exhibit "A." In the event that Operator desires to change any material element of the OGOA as depicted on Exhibit "A", the Operator shall first discuss such changes with the Owner prior to commencement of operations, and, if the Parties agree to such changes, the Parties shall enter into a written amendment to the Agreement (the "Supplemental Agreement"). It is also understood and agreed that should Operator desire to use additional access roads and Facilities located outside of the OGOA, as Operator deems necessary for Operator's activities, Owner and Operator shall first enter into good faith discussions and if the Parties agree, the Parties will enter into a Supplemental Agreement which will establish such mutually agreeable location for said access roads and Facilities. Owner's consent to any Supplemental Agreement shall not be unreasonably withheld, provided that the changes to the OGOA, access roads or Facilities will not unduly interfere with Owner's existing use of the Lands and will not materially impact any of Owner's future intended use for the Lands. Such Supplemental Agreement shall include market-based compensation for such additional use of the Lands. Operator agrees not to use any more of the surface of the Lands than is reasonably necessary to conduct its operations. This Agreement does not in any way limit the rights of Operator to drill future additional Wells, with associated Facilities and access roads, on the Lands or to exercise all rights consistent with its mineral ownership or lease rights associated with the Leases for the Lands, provided that in no event shall this



Section 4 be deemed to grant any rights to expand the OGOA or any other use of the Lands to accommodate the operations of Operator on lands other than the Lands. If Operator desires to drill more Wells than the eight (8) wells as shown in the OGOA on Exhibit "A", or if Operator desires to expand the Facilities areas beyond those areas depicted in Exhibit A, the Operator and Owner shall agree in a Supplemental Agreement providing for the additional number of Wells to be drilled, the expanded area for Facilities, and their location, additional compensation to be paid to Owner, and such other additional provisions as shall be required to address the additional burdens that such additional Wells and Facilities will place on the Lands. In the event that the COGCC setback rules, or any other state or local setback requirements or regulations are amended during this term of this Agreement so as to prohibit or materially interfere with the rights and expectations of the Parties to develop their respective property interests in accordance with this Agreement, the Parties agree to work together in good faith to amend the locations of the OGOA and the Access Road in a manner allowing both Parties to achieve their respective intentions as set forth in this Agreement.

Prior to the commencement of any Operations on the Land, Operator shall notify Owner no later than five (5) days prior to commencement of the date of commencement of operations.

**5. CONDUCT OF OPERATIONS.**

Operator's operations on the Lands will be conducted pursuant to the terms of the Leases, this Agreement, the rules and regulations of the Colorado Oil & Gas Conservation Commission ("COGCC"), applicable Colorado statutes and case law, applicable local municipal law, and any applicable federal statutes and case law. This Agreement does not create in Owner a private right to enforce the rules and regulations of the COGCC or any local municipal law.

**6. COMPENSATION AMOUNT.**

The Parties acknowledge that Operator will provide Owner with certain good and valuable consideration, as described in that confidential Letter Agreement of even date herewith (the "Compensation Amount"), which consideration will be payable at such time as is set forth in the Letter Agreement, and which consideration is agreed to be and constitutes full, complete and final consideration for settlement and complete satisfaction for any and all detriment, depreciation, injury, or damage of any nature to the Lands or crops growing thereon that may occur as a result from Operator's operations pursuant to this Agreement or the Leases. Any Supplemental Agreement may set forth any additional consideration which shall be warranted by the changes to the use of the Land. Subsequent operations related to the Wells including but not limited to general well maintenance, refracs, recompletions, deepening, or redrilling, except in case of emergency, shall require prior notice to Owner. Notwithstanding anything to the contrary in this Agreement, Operator shall pay Owner actual damages caused by said subsequent operations.

**7. ADDITIONAL SURFACE USE PROVISIONS, ACCESS ROAD, AND FACILITIES.**

With respect to its operations on the Lands, Operator and Owner will comply with the following provisions:

**A. Access Road:**

(i) Owner shall provide Operator with continuous access to the Lands, Wells, Facilities and all associated oil and gas operations, equipment and areas associated therewith.

(ii) Operator, at its expense, will maintain the Access Road in good repair and condition, and in accordance with COGCC regulations, state laws, and other applicable regulatory or statutory frameworks. As reasonably required, Operator will control dust from the Access Road through the application of an appropriate dust suppressant.

(iii) Operator acknowledges that portions of the Land are intended by Owner to be improved as a residential subdivision or other uses as Owner shall determine in its sole discretion. At such future time as Owner may require, Owner may vary the location of the Access Road, and Operator agrees to consent to the relocation of the Access Road so long as access to the OGOA remains uninterrupted and no Access Road will be closed to Operator until an acceptable replacement or alternate route is available for use. Such alternative access roads shall be constructed to the specifications as shall allow Operator to access the OGOA with the equipment required to conduct its required operations on the OGOA. Prior to relocating the Access Road, Owner shall provide 30-days' written notice to Operator advising Operator of Owner's desire to relocate the Access Road, the location of the relocated access road, the timing of such relocation, and other material information, and shall invite the Operator to confer with Owner in a meeting to discuss such re-location. Owner shall not relocate the Access Road until the Parties have met in good faith to discuss such alternative arrangements for access to the OGOA.

(iv) The Access Road shall not exceed fifty feet (50') in width during the construction phase and shall be limited to twenty feet (20') in width for the actually travelled roadbed. Any portion of the Lands that is disturbed during construction of the road which is not included in the road, shall be reclaimed within ninety (90) days, exclusive of revegetation, of the end of said construction, provided that in no event shall Operator be required to reclaim such disturbed area prior to eight (8) months from the commencement of operations on the Land. The surface of the Access Road shall be made of compacted gravel or other suitable substitute road base material, and shall comply with all COGCC regulations or laws applicable to the Access Road. Where requested by Owner, Operator shall install side ditches along roads to transport runoff to appropriate drainage structures.

(v) Use of the Access Road shall be non-exclusive, outside the OGOA, and Owner may allow third parties to use said Access Road as provided herein, provided however that Operator shall not be obligated to repair road damage caused by use by third parties. No off-road travel is permitted. Operator shall not use any other roads on the Lands other than the Access Road, nor shall Operator grant to third parties any right to use the Access Road to access lands not subject to the Owner's Lease without a separately negotiated agreement.

(vi) Operator and its employees and authorized agents shall not disturb, use or travel on any of the Lands other than the Access Road and OGOA without Owner's consent.

(vii) Owner, its employees, and authorized agents shall not travel on or access the OGOA (except in the event of an emergency, in which event Owner may enter onto the OGOA to address the emergency situation) without Operator's consent and Owner shall not grant to third parties any right to use, occupy, or access the OGOA.

**B. Surface Restoration:**

Upon permanent cessation of Operator's operations on the Lands, all areas thereof occupied or utilized by Operator will be restored by Operator to their condition immediately prior to operations as nearly as is reasonably practicable, and according to COGCC and applicable local municipal regulation.

**C. Water/Dry Hole.**

(i) Without prior written approval of Owner, which approval shall be in the sole and absolute discretion of Owner, Operator shall not use any water from any water well or other source on or under the Lands. In the event Operator wishes to drill a water well on the Lands, it shall obtain Owner's prior written consent which consent may be withheld in the sole and absolute discretion of Owner. If such a water well is then drilled and completed, Owner shall have the option of retaining said well for personal use upon completion of all of Operator's operations and other activities hereunder.

(ii) Operator shall comply with COGCC rule 317 A. Special Drilling Rules-D-J Basin Fox Hills Protection Area with respect to surface casing for aquifer protection. Specifically, Operator will set surface casing from the surface to depth that is not less than fifty feet (50') below the base of the Fox Hills transition zone. Operator will also comply with all other applicable rules and regulations with respect to protection of drinking water aquifers promulgated by any governmental agency with authority to protect drinking water aquifers.

(iii) Unless otherwise required by law, with respect to any water produced from wells drilled on the Lands in connection with the production of oil, gas, or other hydrocarbons, Operator agrees to reinject produced water or haul the same away from the Lands and properly dispose of such produced water off the Lands. Operator shall not construct evaporation pits for produced water, but may have a small "emergency pit" during drilling, completion, or reworking operations for produced water purposes.

**D. Other:**

(i) Operator will install culverts on the Lands that may be necessary to maintain drainage and irrigation in a manner equivalent to conditions upon the Lands immediately prior to operations as nearly as is reasonably practicable.

(ii) If by reason of the negligence of the Operator in the conduct of its operations pursuant to this Agreement or the Leases, there is damage to personal property of the Owner, including, but not limited to, irrigation wells, fences, culverts, bridges,

pipelines, ditches, or irrigation systems, and for which Owner has not been previously compensated under this Agreement, Operator will repair or replace such items after consultation with and to the reasonable satisfaction of the Owner. Owner will notify Operator of any items damaged after the Wells have been drilled and completed and Operator will repair or replace such items within 30 days of notice, unless otherwise agreed to by the Owner and Operator.

(iii) Operator agrees that all trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the Lands that are not necessary for continued operations of the Wells will be removed and disposed away from the Lands no later than 30 days after the completion of the Wells. No such items will be burned or buried on the Lands.

(iv) During drilling operations the well sites and any pits shall be fenced if requested by Owner. Additionally, the well sites shall be kept free and clear of all noxious weeds, unsightly growth and trash either during drilling operations or after completion and production.

(v) Operator agrees to fence off the perimeter of the well sites with temporary fencing if reasonably requested by Owner. Operator will also install cattle guards or gates where reasonably necessary.

(vi) Operator will install all pipelines or flowlines within the Access Road or OGOA. Owner shall approve all flowline, or other pipeline locations (other than those located within the OGOA and along the Access Road) so as to avoid interference with Owner's existing or planned operations. The top of any flowline or other pipeline shall be buried at least forty-eight inches (48") below the surface of the ground.

(vii) Operator shall provide Owner with a survey showing the "as built" length and location of all new flowlines or pipelines installed by Operator promptly after their installation. Any flowlines or pipelines permitted by this Agreement are limited to those gathering system pipelines used in connection with Wells drilled in the OGOA, or transporting products from lands pooled with the Lands. If Operator fails to use any pipeline or flowline for a period in excess of three (3) consecutive years, the pipeline or flowline shall be deemed abandoned and Operator shall promptly take all actions necessary or desirable to clean up and remove the pipeline, or render the pipeline environmentally safe and fit for abandonment in place. All such cleanup and mitigation shall be performed in compliance with all applicable federal, state, and local laws and regulations.

(viii) Any powerlines constructed on the OGOA (or, by written agreement, elsewhere on the Lands), shall be constructed and maintained subject to compliance with any guidelines and policies of the power provider, within two months after a Well has been placed on production all power lines constructed by or for Operator downstream of the company's meters shall be buried, and all power line trenches shall be fully reclaimed and reseeded to the reasonable satisfaction of Owner. Buried power lines shall be installed at least forty-eight inches (48") below the surface of the ground.

(ix) Operator shall use best efforts not to permit the release or discharge of any toxic or hazardous chemicals or wastes on the Lands. Any spill of oil, grease, solvents, chemicals, or hazardous substances on the Lands which are reportable to regulatory authorities under applicable law or regulations shall be reported to Owner at the same time as such spills are reported to regulatory authorities by telephone, fax, or e-mail, to be followed by copies of written notices which Operator has filed with regulatory authorities within five (5) business days after such filing.

(x) Subject to COGCC and Lochbuie USB regulations, all surface facilities shall be as low profile as is reasonably possible and shall be painted to comply with COGCC laws or regulations. In addition, Operator and Owner will cooperate with one and another to screen the OGOA from surface development as such surface development occurs. Screening techniques to be employed will include and not be limited to berms, landscaping and fencing.

(xi) No living quarters shall be constructed upon the Lands, except that drilling crews and geologists or service personnel may use temporary modular housing during drilling, completion, or reworking activities.

(xii) Operator shall not fence the Access Road without the prior consent of Owner.



(xiii) None of Operator's employees, agents, or contractors, or any other person under the direction or control of Operator shall be permitted to carry firearms or any other weapon on the Lands, and such persons shall not hunt, fish, or engage in recreational activities on the Lands. No dogs will be permitted on the Lands at any time. Operator will use reasonable efforts to notify all of its contractors, agents, and employees that no dogs, firearms, weapons, hunting, fishing, or recreational activities will be allowed on the Lands. None of Operator's employees, agents, or contractors, or any other persons under the direction or control of Operator, shall possess or be under the influence of alcohol or illegal drugs in contravention of applicable law while on the Lands.

(xiv) Operator shall conduct operations and activities on the Lands in accordance with existing Lochbuie USR, state, and federal laws, rules, and regulations.

(xv) Excluding well flaring deemed necessary for operations by Operator, no open fires shall be permitted on the Lands. Operator shall take all reasonable steps to prevent fire and to promptly extinguish fire, and shall comply with applicable state and local regulations concerning fire and emergency response plans, equipment, and response. Operator shall fully and promptly compensate Owner for all damages caused by fire arising out of Operator's operations, including, without limitation, any charges incurred by Owner for fire suppression and the replacement of fences and other property damaged or destroyed by fire.

(xvi) Owner makes no representation or warranty in entering into this Agreement as to any matter of title, condition, suitability for Operator's purposes, or regulatory status of the Lands.

## **8. DEFAULT AND RIGHT TO CURE.**

In the event of alleged default by Operator in the payment of any Compensation Amount, in obligations to be performed, or any other terms, conditions or covenants of this Agreement, Owner will notify Operator, by certified mail, return receipt requested, of the alleged default. Operator will have 60 days from receipt of the written notification in which to dispute or otherwise respond to the notification before Owner may pursue other remedies of the alleged default. If Operator cures the alleged default within 60 days of Owner's notice, or if the alleged default is of a nature that cannot be cured within 60 days, then if Operator commences curing the alleged default within that 60 day period and diligently pursues such cure, then no default shall be deemed to have occurred.

Except as otherwise agreed in writing, no waiver by Owner of any breach by the Operator of any of its obligations, agreements, or covenants hereunder will be deemed to be a waiver of any subsequent or continuing breach of the same, nor will any forbearance by Owner to seek a remedy for any breach by the Operator be deemed to be a waiver by Owner of its rights or remedies with respect to such breach.

Any damages awarded to either Party under this Agreement shall be limited to only the actual damages incurred by such Party, and neither Party shall be liable for consequential, incidental, punitive, exemplary or indirect damages in tort or in contract, or under any legal theory, and all such damages are hereby excluded and waived by the Parties and the exercise of the rights of any Party hereunder.

## **9. INDEMNITY/RELEASE/INSURANCE.**

### **A. General Indemnity.**

(i) Except as to claims arising out of pollution or environmental damage (which claims are governed by Section 9.B. below), each Party shall be and remain responsible for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other costs associated therewith, arising out of or connected with each such Party's ownership or operations or activities on the Lands, no matter when or by whom asserted, subject to applicable statutes of limitations (all of the aforesaid herein referred to collectively as "Claims"). Each Party shall release, defend, indemnify and hold the other Party, their officers, directors, employees, agents and contractors, successors and assigns, harmless against all such Claims. This provision does not, and shall not be construed to create any rights in persons or entities not a Party to this Agreement.

(ii) Subject to the applicable statute of limitations, upon the assignment or conveyance of a Party's entire interest in the Lands, that Party shall be released from its indemnification provided above for all actions or occurrences happening after such

assignment or conveyance, but not for any actions or occurrences happening before such assignment or conveyance.

B. **Environmental Indemnity.** The provisions of Section 8.A. above shall not apply to any environmental matters, which shall be governed exclusively by the following:

(i) “Environmental Claims” shall mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on the Lands and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to any Claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any Party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party.

(ii) “Environmental Laws” shall mean any laws, regulations, rules, ordinances, or order of any governmental authorities, which relate to or otherwise impose liability, obligations, or standards with respect to pollution or the protection of the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et seq.), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601-262).

(iii) Operator shall indemnify and hold harmless Owner, its successors and assigns, from Environmental Claims relating to the Operator’s oil and gas leasehold under the Lands or that arise out of its operations on the Lands. Owner shall defend, indemnify and hold harmless Operator from Environmental Claims relating to the Lands that arise out of Owner’s ownership, leasehold interests, operations or development of the Lands

C. **Insurance.** All vehicles traveling upon the Lands and owned or operated by Operator, its contractors, agents, or employees shall be covered by automobile liability insurance covering owned, non-owned, and hired automobiles with limits of at least One Million Dollars (\$1,000,000) for injury to or death of any one person for any one occurrence, and One Million Dollars (\$1,000,000) property damage per occurrence. In addition, Operator shall carry comprehensive general liability insurance with minimum coverage limits of One Million Dollars (\$1,000,000) for injury or death for any one occurrence, and One Million Dollars (\$1,000,000) for property damage per occurrence. Operator and its contractors, agents, and employees using the Lands shall provide Owner with certificates evidencing such insurance at the time of initial construction and any time afterward at Owner’s request.

#### 10. **WAIVER OF COGCC NOTICES AND OTHER REGULATORY MATTERS.**

A. Owner hereby waives the following notices and consultations:

- (i) Rule 305.a.: Notice of Intent to Conduct Oil and Gas Operations;
- (ii) Rule 305.c.(1): Oil and Gas Location Assessment Notice;
- (iii) Rule 305.c.(2): Buffer Zone Notice;
- (iv) Rule 305.h.: Move-In, Rig-Up Notice;
- (v) Rule 306.a.: Surface Owner Consultation and Meeting Procedures; No waiver is provided under Section 306.a.(2) for any operations by Operator on Lands outside of the OGOA.
- (vi) [Intentionally deleted]
- (vii) [Intentionally deleted]

B. Owner shall not object or protest any Application for Permit to Drill (Form 2) and Oil and Gas Location Assessment (Form 2A) filed by Operator with the COGCC.



C. Owner hereby waives any right granted by COGCC rule to comment on the Form 2A, to request an extension of the comment period, to request an onsite inspection pursuant to COGCC policy, and to appeal the approval and issuance of the Form 2A, and any related Form 2.

D. Owner shall not oppose Operator, its agents, consultants, attorneys, successors and assigns in any COGCC or other administrative or governmental proceedings related to Operator’s operations, including but not limited to permitting, formation of drilling units, well spacing, well density, pooling, drilling, completion, stimulation, re-stimulation, workovers, deepening and recompleting, provided that Operator’s position and contemplated undertakings in such proceedings are consistent with this Agreement. Owner will provide Operator, its agents, consultants, attorneys, successors and assigns with any and all written support they may reasonably require to obtain permits from the COGCC or other applicable governmental body.

E. Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units, occupied buildings, and surface property lines, among other things. Owner hereby waives its right to object to the location of any Well, Access Roads and Facilities on the basis of setback requirements in the rules and regulations of the COGCC, including, but not limited to, the 150 foot setback from surface property lines and other requirements of rules 603.a.(2), and 604.a, except that the Parties intend to rely upon one or more exceptions of rule 604.b of the rules and regulations of the COGCC relating to property lines and urban mitigation areas or designated outside activity areas, as those terms may change or be defined and amended from time to time. For the operations contemplated by this Agreement, Owner hereby waives the Exception Zone, Buffer Zone, Urban Mitigation Area, and High Occupancy Building setback distances, as required by COGCC rules and regulations.

F. Owner grants consent to locate the Wells greater than 50 feet from an existing well pursuant to COGCC Rule 318A.c. Owner grants consent to locate Wells outside of the GWA windows as defined in COGCC Rule 318A.a.

G. Owner understands that Operator may provide a copy of this Agreement to the COGCC in order to obtain a waiver, exception location, or variance from the COGCC rules or from a local jurisdiction.

H. None of the waivers as provided in this Section 10 above shall be deemed to provide Operator with authority to vary the layout of the Wells and Facilities as set forth in Exhibit “A”. Owner’s compliance with the provisions of this Section 10 is contingent upon Operator acting in compliance with all of the provisions of this Agreement.

11. **NOTICES.**

Subject to the terms, conditions, and covenants of this Agreement written Notice by either Party will be promptly served to the other Party by United States mail, postage prepaid and addressed to either Party, or to such other place as either Party may from time to time designate by notice to the other, at the following addresses:

<u>Owner</u>	<u>Operator</u>
Lochbuie Land I, LLC	Extraction Oil & Gas, Inc.
905 W. 124 <sup>th</sup> Ave., Suite 210	370 17 <sup>th</sup> Street, Suite 5300
Westminster, CO 80234	Denver, CO 80202
Phone: (303) 887-0545	Phone: (720) 557-8300
Attn: Mark Bush	Attn: Surface Land Department

Owner agrees to notify any surface tenant or other third party that may be affected by Operator’s operations on the Lands and Owner may allocate the payments made hereunder with such surface tenant as mutually agreed upon between themselves. Neither this Agreement nor any operations arising hereunder shall create any rights, obligations or liability between Operator and such third parties.

12. **ADVICE TO TENANTS.**

Owner agrees to contact any and all tenants of the Lands or any other third parties utilizing the surface of the Lands that may be affected by Operator’s activities on the OGOA. It will be Owner’s sole responsibility to advise such third parties of the existence of this Agreement.

13. **BINDING EFFECT.**

The terms, conditions, covenants, and provisions of this Agreement will inure to the benefit of and will be binding upon the Parties hereto, their respective heirs, agents, representatives, successors or assigns.

**14. RECORDING.**

The Parties agree Operator may record this Agreement in the real estate records of the county in which the Lands are located.

**15. ENTIRE AGREEMENT.**

Except for that certain Letter Agreement of even date herewith between Owner and Operator, this Agreement contains the entire agreement between the Parties and may not be modified orally or in any other manner other than by written agreement signed by all Parties or their successors or assigns.

**16. LETTER AGREEMENT.**

The Owners and Extraction shall execute a confidential Letter Agreement, dated of even date herewith, containing the terms and conditions of the Compensation Amount arising under this Agreement.

**17. REASONABLE ACCOMMODATION.**

Owner acknowledges uses and operations upon the Lands by Operator under this Agreement are in full satisfaction of the requirement that Operator conduct its oil and gas operations in a manner that accommodates Owner. Owner further acknowledges Operator's uses and operations upon the Lands as provided herein constitute "Reasonable Accommodation" by Operator, its agents, consultants, successors and assigns as provided for under Colorado Revised Statute 34-60-127.

**18. TERMINATION.**

This Agreement will terminate concurrently with the later of (a) the termination of Owner's Lease as it relates to Operator's or its affiliates' rights to explore, drill, and produce oil, natural gas, and associated hydrocarbons from the Lands or lands pooled or unitized therewith or as otherwise provided herein, or (b) upon complete reclamation and restoration of the surface 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. No act or failure to act on the part of the Operator shall be deemed to constitute an abandonment or surrender of this Agreement or of any part of it, except upon recordation by Operator of an instrument specifically terminating this Agreement. To the extent a moratorium or a restrictive governmental law, rule or regulation prevents a Party from performing the operations herein described, this Agreement shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place. Notwithstanding the termination of this Agreement, Operator may access the OGOA to plug and abandon the Wells and to reclaim the Lands as provided in this Agreement and the Leases and for such other purposes as necessary to comply with any law, rule, or regulation governing Operator's operations. Any release, discharge or indemnity from and against liability contained herein shall survive the expiration of this Agreement.

**19. COUNTERPARTS.**

This Agreement may be executed by facsimile or electronic mail, in counterparts, each of which will be considered an original and enforceable against either Party.

**20. GOVERNING LAW AND VENUE.**

This Agreement will be governed by, construed and enforced in accordance with the laws of Colorado. Venue shall be deemed to be in the county where the Lands are located.

**21. AUTHORITY OF SIGNATORIES.**

The signatories below declare, warrant and represent that they have the authority to enter into this Agreement on behalf of their respective principals, if any.

**22. SUCCESSORS.**

This Agreement constitutes an easement, right-of-way, and covenant running with the Lands and will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective agents, consultants, affiliates, administrators, trustees, heirs, executors, successors or assigns.

**23. ATTORNEYS' FEES.**

If any action or proceeding is instituted by either Party for enforcement or interpretation of any term or provision of this Agreement, the prevailing Party pursuant to a final judgment of a court of competent jurisdiction shall recover from the other Party, and the other Party shall pay, the prevailing Party's reasonable attorneys' fees and costs as determined by the court.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first written above.

*(The remainder of this page is intentionally left blank).*

# ACKNOWLEDGMENTS

<p>Operator: Extraction Oil &amp; Gas, Inc.</p> <p>By: <u><i>sm 7cm</i></u> Name: SEAN CASPER Title: Senior Landman</p>	<p>Owner Lochbuie Land I, LLC</p> <p>By: Concord Partners, LLC, its Manager <u><i>Mark W. Bush</i></u> By: <u><i>Mark W. Bush</i></u> Mark W. Bush, its Manager</p>
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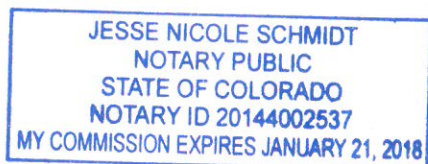
STATE OF Colorado )  
 )ss.  
COUNTY OF Weld )

The foregoing instrument was acknowledged before me on this 24 day of July, 2017, by Mark W. Bush, as Manager of Concord Partners, LLC, which is in turn Manager of Lochbuie I, LLC.

Witness my hand and official seal.

My commission expires: 1/21/2018

(SEAL)



*Jesse Schmidt*  
Notary Public

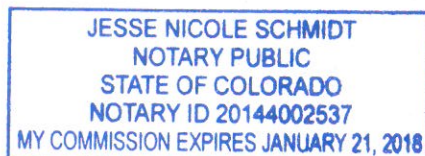
STATE OF COLORADO )  
 )ss.  
COUNTY OF Weld )

The foregoing instrument was acknowledged before me on this 21 day of July, 2017, by Sean Casper, acting as Senior Landman on behalf of Extraction Oil & Gas, Inc.

Witness my hand and official seal.

My commission expires: 1/21/2018

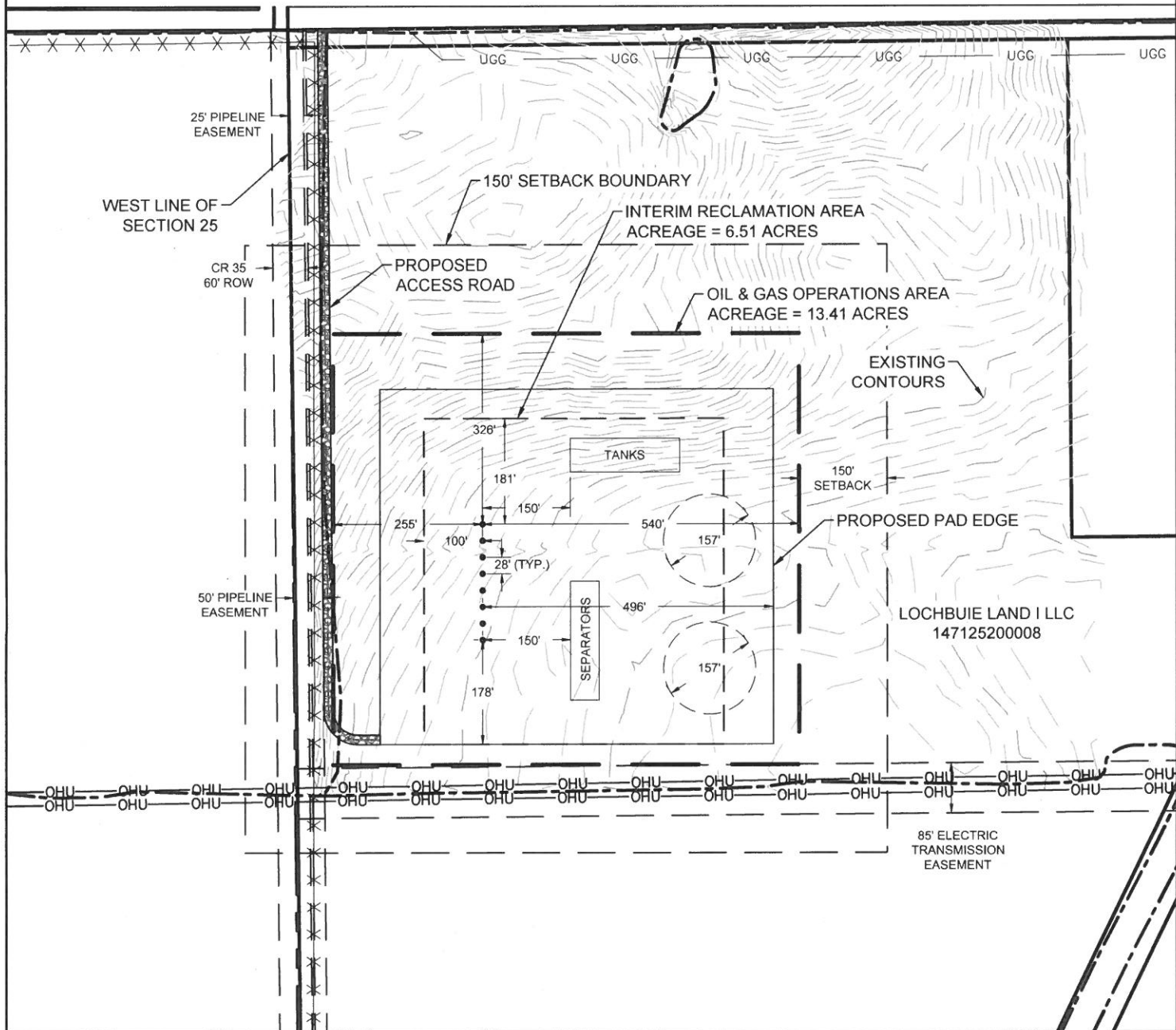
(SEAL)



*Jesse Schmidt*  
Notary Public

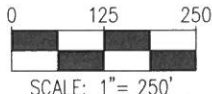


CONCORD PAD  
EXHIBIT A



LEGEND

- = PROPOSED WELL
- = EXISTING ROAD
- x x x x — = EXISTING FENCE
- OHU — OHU — = OVERHEAD UTILITY
- UGG — = UNDERGROUND GAS LINE
- = PARCEL LINES
- = PROPOSED OIL & GAS OPERATIONS AREA
- = 150' SETBACK
- = PROPOSED MLVT (TEMPORARY)
- = PROPOSED FACILITY EQUIPMENT



SCALE: 1" = 250'

DISCLAIMER:  
THIS PLOT DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE  
RELIED UPON TO DETERMINE BOUNDARY LINES, PROPERTY OWNERSHIP OR OTHER  
PROPERTY INTERESTS. PARCEL LINES, IF DEPICTED HAVE NOT BEEN FIELD VERIFIED AND  
MAY BE BASED UPON PUBLICLY AVAILABLE DATA THAT ALSO HAS NOT BEEN  
INDEPENDENTLY VERIFIED.

DATA SOURCE:  
AERIAL IMAGE: NAIP 2015  
PARCEL LINES: WELD COUNTY

PUBLICLY AVAILABLE DATA SOURCES HAVE NOT BEEN  
INDEPENDENTLY VERIFIED BY PFS.

SITE NAME:

CONCORD PAD

SURFACE LOCATION:

NW 1/4 NW 1/4 SEC. 25, T1N, R66W, 6TH P.M.  
WELD COUNTY, COLORADO