

**AMENDED MEMORANDUM OF SURFACE USE AGREEMENT**

This Amended Memorandum of Surface Use Agreement (this "Amended Memorandum") is by and between THE TH RANCH, LLC ("TH Ranch") and HR 360, LLC ("HR 360"), each a Colorado limited liability company, with an address of P O Box 189, Kersey, Colorado 80614, and BONANZA CREEK ENERGY OPERATING COMPANY LLC, a Delaware limited liability company, with an address of 410 17th Street, Suite 1500, Denver, Colorado 80202 ("Bonanza") TH Ranch, HR 360 and Bonanza may be collectively referred to as the "Parties"

TH Ranch and Bonanza Creek entered into that certain Surface Use Agreement dated effective July 1, 2012 (the "Original SUA") In connection with the Original SUA, a Memorandum of Surface Use Agreement was recorded on August 2, 2012 at Reception No. 3863582 in the office of the Clerk and Recorder of Weld County, Colorado (the "Original Memorandum").

Bonanza Creek and TH Ranch have amended and restated the Original SUA by an Amended and Restated Surface Use Agreement dated to be effective October 1, 2016 (the "Amended SUA"). HR 360 has also joined the Amended SUA as a party. The Parties wish to execute this Amended Memorandum so as to amend and update the Original Memorandum for the purposes of providing record notice of the Amended SUA and certain provisions thereof

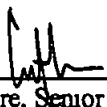
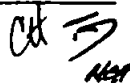
All capitalized terms used but not defined herein shall have the meanings given to them in the Amended SUA. The lands covered by the Amended SUA are those described in Exhibit A, for purposes of the Amended SUA, the "TH Ranch Land," and the leases covered by the Amended SUA, insofar as they affect the TH Ranch Land are described on the annexed Exhibit B (the "Bonanza Leases").

The Amended SUA provides, among other things, that Bonanza shall surface locate wells, facilities, access roads, and pipelines in certain defined and limited areas which have been agreed between the parties and may be agreed between the Parties in the future; Bonanza shall observe certain temporal and geographic restrictions on its operations, and there shall be certain prescribed fees paid for location of the Well Pad, Facilities Pad, Access Road and Pipeline Corridor

The terms of the Amended SUA are coterminous with that of the Bonanza Leases. If there is a conflict between the terms of the Amended SUA and the terms of this Amended Memorandum, the terms of the Amended SUA shall control in all respects

Executed by Bonanza and TH Ranch on the dates set forth in the acknowledgements below.

**Bonanza Creek Energy Operating Company LLC**

By   
Curt Moore, Senior Vice President, Land 

**The TH Ranch, LLC**

By \_\_\_\_\_  
Tim Jordan, Authorized Agent

**AMENDED MEMORANDUM OF SURFACE USE AGREEMENT**

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Executed by Bonanza and TH Ranch on the dates set forth in the acknowledgements below

**Bonanza Creek Energy Operating Company LLC**

By \_\_\_\_\_  
Curt Moore, Senior Vice President, Land

**The TH Ranch, LLC**

By  \_\_\_\_\_  
Tim Jordan, Authorized Agent

**HR 360, LLC**

By \_\_\_\_\_  
Tim Jordan, Authorized Agent

**Acknowledgements**

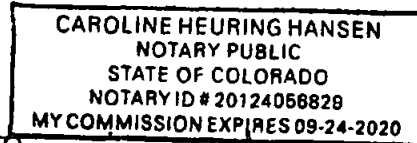
STATE OF COLORADO                    )  
  ) ss  
CITY AND COUNTY OF DENVER        )

The foregoing instrument was acknowledged before me this 21 day of September, 2016 by Curt Moore, as Senior Vice President, Land of Bonanza Creek Energy Operating Company LLC, a Delaware limited liability company

Witness my hand and official seal.

My commission expires.

9/24/2020



*Caroline Hansen*

Notary Public

STATE OF COLORADO                    )  
  ) ss  
COUNTY OF \_\_\_\_\_                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of September, 2016 by Tim Jordan, as Authorized Agent of The TH Ranch, LLC, a Colorado limited liability company.

Witness my hand and official seal

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

HR 360, LLC

By

  
Tim Jordan, Authorized Agent

**Acknowledgements**

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of September, 2016 by Curt Moore, as Senior Vice President, Land of Bonanza Creek Energy Operating Company LLC, a Delaware limited liability company

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My commission expires. \_\_\_\_\_

\_\_\_\_\_  
Notary Public

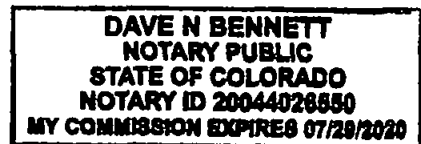
STATE OF COLORADO                    )  
  ) ss  
COUNTY OF DENVER                )

The foregoing instrument was acknowledged before me this 21 day of September, 2016 by Tim Jordan, as Authorized Agent of The TH Ranch, LLC, a Colorado limited liability company

Witness my hand and official seal

My commission expires 7/29/2020

  
Notary Public



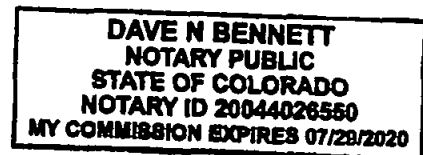
STATE OF COLORADO )  
COUNTY OF DENVER ) ss

The foregoing instrument was acknowledged before me this 21 day of September, 2016 by Tim Jordan, as Authorized Agent of HR 360, LLC, a Colorado limited liability company

Witness my hand and official seal

My commission expires 7/29/2020

Dave N Bennett  
Notary Public



**Exhibit A**  
to  
**AMENDED MEMORANDUM OF AMENDED AND RESTATED SURFACE USE  
AGREEMENT**  
between  
**THE TH RANCH, LLC, HR 360, LLC and BONANZA CREEK ENERGY OPERATING  
COMPANY LLC**

**TH Ranch Lands**

A parcel of land being part of the following Townships and Ranges, all of the Sixth Principal Meridian (6th P M.), County of Weld, State of Colorado and being more particularly described as follows:

**TOWNSHIP FOUR NORTH (T.4N.), RANGE SIXTY-TWO WEST (R.62W.)**

**SECTION SEVEN (7)**

All that part of Section 7 lying  
Southerly and Westerly of the Northerly bank of the Riverside Canal

**SECTION SEVENTEEN (17)**

The North Half of the North Half (N1/2 N1/2) and the South Half of the Northeast Quarter (S1/2 NE1/4) of Section 17

**SECTION EIGHTEEN (18)**

The North Half of the North Half (N1/2 N1/2) of Section 18

**TOWNSHIP FOUR NORTH (T.4N.), RANGE SIXTY-THREE WEST (R.63W.)**

**SECTION ONE (1)**

All that part of Section 1 lying  
Southerly and Westerly of the Northerly and Easterly bank of the Riverside Canal

**SECTION TWO (2)**

All of Section 2

***EXCEPTING THEREFROM*** any part thereof as may be contained within that Quit Claim Deed as recorded May 26, 1995 in Book 1493 as Reception Number 2440048 of the records of the Weld County Clerk and Recorder (WCCR)

***EXCEPTING THEREFROM*** any part of Section 2 as contained within that parcel of land contained within the dedicated Right-Of-Way of Weld County Road #69 as shown on that corrected map as recorded August 15, 1989 as Reception Number 2195779 of the records of the Weld County Clerk and Recorder

**SECTION THREE (3)**

All that part of Section 3 lying  
Easterly and Northeasterly of the existing centerline of Weld County Road #69 (WCR#69) and Northerly of the existing centerline of Weld County Road #380 (WCR#380)  
And Easterly of that parcel of land as described within that Quit Claim Deed as recorded May 26, 1995 in Book 1493 as Reception Number 2440048 of the records of the WCCR  
***EXCEPTING THEREFROM*** any part of Section 3 as contained within that parcel of land contained within the dedicated Right-Of-Way of Weld County Road #69 as shown on that corrected map as recorded August 15, 1989 as Reception Number 2195779 of the records of the

Weld County Clerk and Recorder

**SECTION TEN (10)**

All that part of Section 10 lying

Northeasterly of the Northeasterly Right-Of-Way (ROW) line U.S Highway #34 (USHwy#34)  
and Easterly of the existing centerline of WCR#69

And Easterly and Northeasterly of that parcel of land as described within that Special Warranty  
Deed as recorded November 10, 1988 in Book 1215 as Reception Number 2161552 of the records  
of the WCCR

***EXCEPTING THEREFROM*** any part of Section 10 as contained within that parcel of land  
contained within the dedicated Right-Of-Way of Weld County Road #69 as shown on that  
corrected map as recorded August 15, 1989 as Reception Number 2195779 of the records of the  
Weld County Clerk and Recorder

**SECTION ELEVEN (11)**

All that part of Section 11 lying

Northeasterly of the Northeasterly ROW line of USHwy#34

And Easterly and Northeasterly of that parcel of land as described within that Special Warranty  
Deed as recorded November 10, 1988 in Book 1215 as Reception Number 2161552 of the records  
of the WCCR

***EXCEPTING THEREFROM*** any part of Section 11 as contained within that parcel of land  
contained within the dedicated Right-Of-Way of Weld County Road #69 as shown on that  
corrected map as recorded August 15, 1989 as Reception Number 2195779 of the records of the  
Weld County Clerk and Recorder

**SECTION TWELVE (12)**

All of Section 12

**SECTION THIRTEEN (13)**

All that part of Section 13 lying

Northeasterly of the Northeasterly ROW line of USHwy#34

***EXCEPTING THEREFROM*** the East Nine Hundred and Seventy-six feet (976') thereof

**SECTION FOURTEEN (14)**

All that part of Section 14 lying

Northeasterly of the Northeasterly ROW line of USHwy#34

**TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-THREE WEST (R.63W.)**

**SECTION THIRTY-FOUR (34)**

All that part of Section 34 lying

Easterly of the existing centerline of WCR#69 and Southeasterly of that parcel of land as described  
within that Quit Claim Deed as recorded May 26, 1995 in Book 1493 as

Reception Number 2440048 of the records of the WCCR

**SECTION THIRTY-FIVE (35)**

All that part of Section 35 lying

Easterly of the existing centerline of WCR#69 and Southerly and Southwesterly of the Northerly  
bank of the Riverside Canal

***EXCEPTING THEREFROM*** that parcel of land as described within that Quit Claim Deed as  
recorded May 26, 1995 in Book 1493 as Reception Number 2440048 of the records of the WCCR

***EXCEPTING THEREFROM*** any part of the aforesaid Section 34 and Section 35 as contained within the  
following described parcel of land

A tract of land located in the East Half (E1/2) of Section 34 and the West Half (W1/2) of Section 35 being more particularly described as follows

Commencing at the East Quarter Corner of Section 34 and considering the East line of said Section 34 to bear South 00 degrees 00 minutes 36 seconds East and with all other bearings contained herein being relative thereto

thence South 00 degrees 00 minutes 36 seconds East, 36.00 feet along said East line to the True Point of Beginning,

thence South 86 degrees 09 minutes 00 seconds West, 711.00 feet,

thence North 63 degrees 01 minutes 00 seconds West, 339.00 feet;

thence South 86 degrees 35 minutes 00 seconds West, 86.00 feet;

thence North 29 degrees 35 minutes 00 seconds West, 52.00 feet;

thence North 72 degrees 23 minutes 00 seconds West, 112.00 feet,

thence North 79 degrees 25 minutes 00 seconds West, 99.00 feet,

thence North 00 degrees 00 minutes 00 seconds East, 318.00 feet,

thence North 28 degrees 47 minutes 00 seconds West, 80.00 feet,

thence North 16 degrees 07 minutes 17 seconds West, 70.99 feet,

thence North 28 degrees 28 minutes 58 seconds West, 264.49 feet,

thence North 84 degrees 44 minutes 34 seconds East, 506.83 feet;

thence South 74 degrees 52 minutes 13 seconds East, 1042.77 feet to a point on said East line of Section 34,

thence South 74 degrees 52 minutes 13 seconds East, 31.08 feet,

thence South 00 degrees 00 minutes 36 seconds East, 651.18 feet;

thence South 86 degrees 09 minutes 00 seconds West, 30.07 Feet to the True Point of Beginning

#### SECTION THIRTY-SIX (36)

All that part of said Section 36 lying

Southwesterly of that part of land as described in that document as recorded April 11, 1905 in Book 228 on Page 14 of the records of the WCCR.