

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 17 day of June, 2013, is made by and between the undersigned, Susan J. Troudt, whose address is , 14491 CR 5, Longmont, CO 80504, herein called "Owner", and **Sundance Energy, Inc.**, whose address is 633 17th Street, Ste. 1950, Denver, CO 80202, herein called "Sundance";

WHEREAS, Owner represents that they are the surface owner and in possession of an interest in part or all of the surface estate for the following described lands in Weld County, Colorado, said land herein called "Lands", to wit;

Township 2 North, Range 67 West, 6th P.M.
Section 32: SE

WHEREAS, Owner recognizes that Sundance has the right to conduct operations on the Lands pursuant to Oil & Gas Lease(s) covering the Lands and Owner and Sundance desire to minimize any surface damage to the Lands and to reach an agreement regarding such surface damage;

NOW, THEREFORE, in return for the consideration set forth below, the receipt and sufficiency of which is hereby acknowledged, Owner and Sundance agree as follows:

1. Payment to Owner. Prior to commencement of drilling operations on the Lands, Sundance shall pay Owner the following sum as full settlement and satisfaction of all damages growing out of, incident to, or in connection with the usual and customary exploration, drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations, unless otherwise specifically provided herein:

A. [REDACTED] for each proposed well located on the Lands (and a like amount for any subsequent wells to be located on the Lands) in which Owner owns the entire surface estate, together with any lands used for road purposes, production facilities, pipelines, flowlines or other necessary facilities in connection with the wellsite.

B. If, by reasons directly resulting from the operations of Sundance, there is damage to real or personal property upon the Lands which is not associated with usual and customary operations, including, but not limited to, damage to livestock, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural water ways, such damage will be repaired or replaced by Sundance, or Sundance will pay reasonable compensation to Owner for such additional actual damage or an amount equal to the reasonable costs to repair such actual damages.

C. Owner agrees to notify any surface tenant that may be affected by Sundance's operations on the Lands and Owner may allocate the payments made hereunder

with such surface tenant as they shall mutually determine between themselves and Sundance shall have no liability therefor.

2. Consultation. If requested by Owner, prior to heavy equipment operations on each wellsite, Sundance's representative will meet and consult with Owner (or Owner's representative) as to the location of the wellsite, access road, flowlines, tank batteries and other associated production facilities.

3. Sundance Obligations. In conducting operations on the Lands, Sundance shall:

A. Locate the wellsite, access road, flowlines, tank batteries and other associated production facilities as depicted on Exhibit "A" attached hereto and by this reference made a part of this Agreement.

B. Limit the size of each wellsite to approximately 500 feet by 500 feet during any drilling, completion, recompletion or workover operations and shall be no more than 1/3 acre in size during other periods. The area required for any tank battery location associated with each well shall be limited to approximately one-half acre in size upon completion of construction. Access roads shall be limited to approximately 30 feet in width during drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations. The permanent access roads to the wellhead and tank battery location shall be limited to 15 feet in width.

C. Separate the topsoil at the time of excavation of pits so that the topsoil and subsurface soil can be placed back in proper order as nearly as possible.

D. Reclaim the wellsite as nearly as practicable to its original condition and if the location is in pasture, reseed the location with native grasses. Weather permitting, reclamation operations shall be completed within three months following drilling and subsequent related operations, unless Sundance and Owner mutually agree to postponement because of crop or other considerations.

E. Use reasonable efforts to keep the well, Lands, and production facilities free of weeds and debris.

4. Waiver of Thirty-Day Notice. Owner hereby waives the minimum thirty-day written notice requirement described in the Notice Letter provided by Sundance to Owner when it initially gave notice of its intent to drill on the Lands.

5. Successors and Assigns. When Sundance is used in this Agreement, it shall also mean the successors and assigns of Sundance, as well as its employees and officers, agents, affiliates, contractors, subcontractors and/or purchasers. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Owner and Sundance and may be executed in counterparts.

6. Confidentiality. Owner agrees to keep the amount of consideration paid hereunder by Sundance confidential and shall not disclose such information without the advance written consent from Sundance. Sundance may record a memorandum evidencing the existence of this Agreement.

7. Governing Law/Venue. This Agreement shall be interpreted according to the laws of the State of Colorado. Venue for any dispute shall be Denver County, Colorado.

8. Written Modifications/Notices. This Agreement may only be amended in writing signed by both parties. All notices to either party shall be in writing addressed to the parties at the address first set forth above.

AGREED TO AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

Owner

Susan J. Troudt

By: Susan J. Troudt

SUNDANCE ENERGY, INC.

By: Michael M. Wolfe

EXHIBIT "A"
SE-SEC 32-T2N-R67W

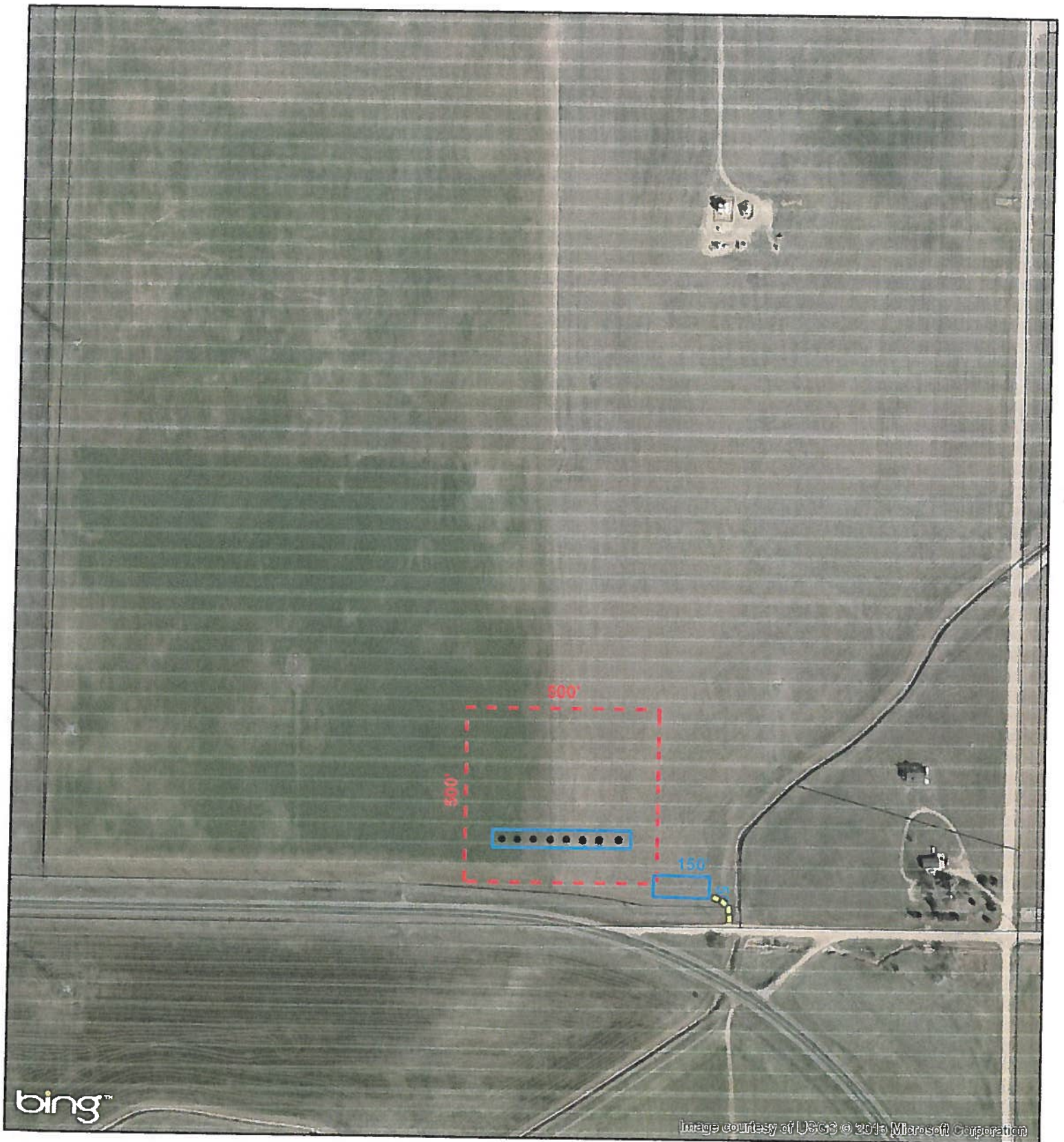


Image courtesy of USGS © 2013 Microsoft Corporation

FIRST AMENDMENT TO SURFACE USE AGREEMENT

This First Amendment to Surface Use Agreement ("Agreement") dated as of June 17 2013, by and between Johnson Farms, LLP, a Colorado limited liability partnership, whose address is c/o Susan J. Troudt, 16 Sunset Circle, Longmont, CO 80501 ("Owner"), and Extraction Oil & Gas LLC, a Colorado limited liability company, whose address is 1888 Sherman Street, Suite 200, Denver, CO 80203 ("Operator").

RECITALS

WHEREAS, Owner and Operator's predecessors-in-interest, Sundance Energy, Inc. and Susan J. Troudt, a/k/a Susan Johnson Troudt, Glenn Troudt, Carla J. Hobbs and Investors Independent Trust Company, Personal Representative of the Estate of Marion J. Stratton, f/k/a Marion J. Bottinelli, f/k/a Marian Johnson Bottinelli, deceased, entered into that certain Surface Use Agreement dated June 17, 2013, which, among other things, sets forth the terms, conditions, and stipulations regarding the surface use of the Lands (as defined in the Agreement); and

WHEREAS, such surface use agreement and this First Amendment to such agreement relate to the SE1/4 of Section 2, Township 2 North, Range 67 West of the 6th P. M., Town of Frederick, Weld County, Colorado; and

WHEREAS, Owner and Operator desire to amend said Agreement to allow for the language set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Owner and Operator agree as follows:

1. **Amendment to Agreement.** The Agreement is hereby amended as follows:

(a) **Payment to Owner.**

(i) The original language of Section 1.A. stated:

████████████████████ for each proposed well located on the Lands (and a like amount for any subsequent wells to be located on the Lands) in which Owner owns the entire surface estate, together with any lands used for road purposes, production facilities, pipelines, flowlines or other necessary facilities in connection with the wellsite.

(ii) The amended language of Section 1.A. now states:

████████████████████ for each proposed well located on the Lands (and a like amount for any subsequent wells to be located on the Lands) in which Owner owns the entire surface estate, together with any lands used for road purposes, production facilities, pipelines, flowlines or other necessary facilities in connection with the wellsite.

(b) Sundance Obligations.

(i) The original title of Section 3 was Sundance Obligations.

(ii) The amended title of Section 3 is Operator Obligations.

(iii) The original language of Section 3.A. stated:

Locate the wellsite, access road, flowlines, tank batteries and other associated production facilities as depicted on Exhibit "A" attached hereto and by this reference made a part of this Agreement.

(iv) The amended language of Section 3.A. now states:

Locate the wellsite, access road, flowlines, tank batteries and other associated production facilities as depicted on Exhibit "A1" attached hereto and by this reference made a part of this Agreement.

(v) The original language of Section 3.B. stated:

Limit the size of each wellsite to approximately 500 feet by 500 feet during any drilling, completion, recompletion or workover operations and shall be no more than 1/3 acre in size during other periods. The area required for any tank battery location associated with each well shall be limited to approximately one-half acre in size upon completion of construction. Access roads shall be limited to approximately 30 feet in width during drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations. The permanent access roads to the wellhead and tank battery location shall be limited to 15 feet in width.

(vi) The amended language or Section 3.B. now states:

Limit the size of each wellsite to approximately 500 feet by 500 feet during any drilling, completion, recompletion or workover operations and shall be no more than 1 (one) acre in size during other periods. The area required for any tank battery location associated with Operator's facilities shall be limited to approximately 4.5 (four and one-half) acres in size upon completion of construction. Access

roads shall be limited to approximately 30 feet in width during drilling, completion, deepening, refracking, recompletion, reworking, equipping and production operations. The permanent access roads to the wellhead and tank battery location shall be limited to 15 feet in width. Operator also agrees that only low profile tanks will be used on the on the Subject Lands.

(c) Waiver of Thirty-Day Notice.

(i) The original language of Section 4 stated:

Owner hereby waives the minimum thirty-day written notice requirement described in the Notice Letter provided by Sundance to Owner when it initially gave notice of its intent to drill on the Lands.

(ii) The amended language of Section 4 now states:

- A. Owner hereby waives the minimum thirty-day written notice requirement described in the Notice Letter provided by Operator to Owner when it initially gave notice of its intent to drill on the Lands.
- B. Further, Owner hereby waives the following notices and consultations and shall not object or protest any Application for Permit to Drill (Form 2) or Oil and Gas Location Assessment (Form 2A) filed by Operator with the COGCC:
 - a. Rule 305.a.: Notice of Intent to Conduct Oil and Gas Operations;
 - b. Rule 305.c.(1): Oil and Gas Location Assessment Notice;
 - c. Rule 305.c.(2): Buffer Zone Notice;
 - d. Rule 305.f.: Statutory Notice to Surface Owners;
 - e. Rule 305.h.: Move-In, Rig-Up Notice;
 - f. Rule 306.a.: Surface Owner Consultation and Meeting Procedures; and
 - g. Any other notice or consultation requirements of the COGCC.

- C. Owner acknowledges and agrees that Operator has consulted in good faith with Owner as to its proposed Operations in accordance with Colorado Oil & Gas Conservation Commission ("COGCC") requirements, or hereby waives such requirements. Owner expressly waives the application of any COGCC setbacks inconsistent with this Agreement.
- a. Operator will provide Owner with the COGCC Form 2A ("Oil and Gas Location Assessment") when submitted to the COGCC, and Operator will take reasonable measures to ensure that the applicable Form 2A accurately reflects the provisions of this Agreement.
 - b. Owner agrees not to object to the Form 2A, so long as it is consistent with this Agreement, and if consistent with this Agreement, 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, or to appeal the approval and issuance of the Form 2A, and any related Form 2 ("Application for Permit to Drill").
 - c. Owner shall not oppose Operator in any COGCC or other 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 or its successors and assigns with any and all written support they may reasonably require to obtain permits from the Colorado Oil and Gas Conservation Commission, other state agency, or any local jurisdiction.
 - d. 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 the proposed Wells outside of the GWA windows as defined in COGCC Rule 318A(a).
 - 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, buildings, and surface property

lines, among other things. In order to give full effect to the purposes of this Agreement, Owner hereby waives its right to object to the location of any of Operator's 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 and/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 understands that Operator may provide a copy of this Agreement in order to obtain a waiver, exception location, or variance from under the COGCC rules or from a local jurisdiction. Owner also agrees that it will not object in any forum to the use by Operator of the surface of the Lands consistent with this Agreement and that it will also provide Operator with whatever written support they may reasonably require to obtain permits from the COGCC or any local jurisdiction.

(d) Successors and Assigns.

- (i) The original language of Section 5 stated:

When Sundance is used in this Agreement, it shall also mean the successors and assigns of Sundance, as well as its employees and officers, agents, affiliates, contractors, subcontractor and/or purchasers. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Owner and Sundance and may be executed in counterparts.

- (ii) The amended language of Section 5 now states.

When Operator is used in this Agreement, it shall also mean the successors and assigns of Sundance, as well as its employees and officers, agents, affiliates, contractors, subcontractor and/or purchasers. This Agreement shall be

binding upon and inure to the benefit of the heirs, successors and assigns of Owner and Operator and may be executed in counterparts.

2. **Remaining Terms Unchanged.** Except as amended herein, the parties hereby ratify and confirm that all other terms of the original Surface Use Agreement dated June 17, 2013 remain unchanged and such Surface Use Agreement shall remain in full force and effect as of the original Effective Date.

3. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and any successors or assigns of such parties.

4. **Counterparts.** This Amendment may be executed in multiple counterparts (each of which will be deemed an original, but all of which together will constitute one and the same instrument), and may be delivered by facsimile or PDF transmission.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as on the 20 day of August, 2014.

Owner: Johnson Farms, LLP

Susan J. Troadt

Name: Susan J. Troadt

Partner

Title: 8-21-~~44~~ ST

Date:

Operator: Extraction Oil & Gas LLC

Jamison McIlvain

Name: Jamison McIlvain

Title: AGENT

Date: 20 AUGUST 2014

ACKNOWLEDGEMENT

STATE OF Colorado)
COUNTY OF Chaffee) ss.

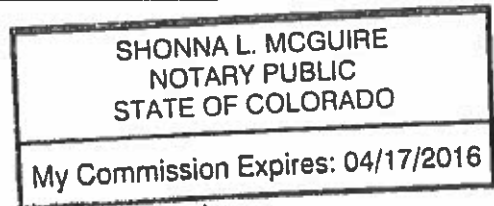
The foregoing instrument was acknowledged before me this 21st day
of August, 2014, by Susan J. Troudt.

Witness my hand and official seal.

Shonna L. McGuire
Notary Public

My Commission expires: 04-17-2016

STATE OF Colorado)
COUNTY OF Denver) ss.



The foregoing instrument was acknowledged before me this 20th day
of August, 2014, by Jamison D. McIlvain.

Witness my hand and official seal.

Alexandra Loving
Notary Public

My Commission expires: June 27 2018

