

FIRST AMENDMENT TO SURFACE USE AGREEMENT

This First Amendment to Surface Use Agreement ("Agreement") dated as of June 17 2013, by and between Meridith O. Johnson Trust, whose address is 507 Canyon Blvd., Boulder, CO 80302 ("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 predecessor-in-interest, Sundance Energy, Inc., 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 W1/2SW1/4 of Section 13, Township 2 North, Range 68 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:

[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.

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

[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) 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, 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.

(vi) The amended language of 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, 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. When permanent roads are constructed for the subdivision of the Subject Lands, Operator agrees to use the permanent roads for access and to abandon the temporary access roads. 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

- 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 of the 20 day of August, 2014.

Owner: Meridith O. Johnson Trust

Mark D. Johnson

Name: SK VP & TO

Title: 8/21/2014

Date:

Operator: Extraction Oil & Gas LLC

Jamison McLvain

Name: JAMISON MCLVAIN

Title: AGENT

Date: 20 AUGUST 2014

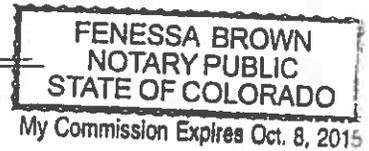
ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 21st day of August, 2014, by MARK IVERSON on behalf of the Meredith O. Johnson Trust.

Witness my hand and official seal.

Fenessa Brown
Notary Public



My Commission expires: 10-08-15

STATE OF Colorado)
) ss.
COUNTY OF Denver)

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

Witness my hand and official seal.

Allyson Vistica
Notary Public

My Commission expires: May 1, 2018

