

INTERIM RECLAMATION AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this 7th day of December, 2015, by and between **RV Bailey Living Trust** ("Owner"), whose legal address is **P.O. Box 1420, Castle Rock, Colorado 80104** and Carrizo (Niobrara) L.L.C. ("Company"), whose legal address is 500 Dallas Street, Suite 2300, Houston, Texas 77002.

WHEREAS, Owner is the owner of the surface in which certain a pad ("Pad") has been constructed, located in Weld County, Colorado, being described in "Exhibit A."

WHEREAS, Company has a valid Surface Use Agreement covering the Land or portions of Land in which this Pad has been constructed. A true and complete copy of the Surface Use Agreement(s) is/are available at the office of Company or from Owner to persons with an interest in the property.

WHEREAS, Company and Owner agree that waiving interim reclamation for certain portions of the originally disturbed land used for oil and gas development is still protective of public health, safety, and welfare, including the environment. Specific portions of the originally disturbed land where a waiver is being sought, along with a brief explanation of the Owner's reasons for waiving, are included in "Exhibit B."

WHEREAS, both Company and Owner recognize that all active portions of the oil and gas location and all oil & gas operations remain under the jurisdiction of the Colorado Oil & Gas Conservation Commission ("COGCC");

WHEREAS, Company shall be solely responsible for all interim reclamation related to all oil and gas activities that have taken place on said Pad pursuant to Rule 1003 of the COGCC. This shall include the following mutual understandings between Company and Owner:

1. Company shall reseed any disturbed area not required for ongoing production operations using a seed mixture recommended by either (1) the County Planning Department; (2) County Extension Office; or (3) a reputable seed company. Company shall consult with the Owner in the selection of the seed used in the reclamation of any disturbed site.
2. Company shall restore all disturbed areas not required for ongoing production operations and not subject to this waiver (well sites, pipeline easements, access easements, and utility easements) to their original grade and vegetation per Rule 1003, and all disturbed areas being restored shall be fenced to allow for effective revegetation if livestock is present. Specific areas of disturbance being restored via

interim reclamation shall be highlighted, and updated as necessary, on the map attached as "Exhibit C."

3. Company shall avoid or minimize impacts to wetlands and riparian habitats to the degree practicable. Company shall furthermore comply with applicable portions of Rule 1002.f. related to stormwater management.
4. Company shall ensure that growing ground cover is established upon disturbed soils and Company shall reseed and water as necessary to accomplish that duty. It shall further be the duty of the Company to inspect and control all noxious weeds as may become established within areas used or disturbed by Company. Company shall inspect disturbed areas at such times as Owner shall reasonably request in order to determine the growth of ground cover and/or noxious weeds, and Company shall reseed ground cover and control noxious weeds from time to time to the extent necessary to accomplish its obligations hereunder. Company recognizes that this shall be a continuing obligation and Company shall reseed ground cover and/or noxious weeds until areas disturbed by Company are returned to as good a condition as existed prior to construction.
5. Company agrees to keep the roads, locations, and other areas utilized for this purpose, free from weeds, debris, and litter and will properly maintain such areas in such a manner as to minimize interference with the Owner's normal use of contiguous lands.

NOW THEREFORE, Owner agrees to waive all applicable 1003 Rules of the COGCC, including but not limited to, Rule 1003(b) of the COGCC and reclaim said Pad at a later date, mutually agreed upon by Owner and Company, absent adverse effect on the public health, safety, and welfare, or on the environment.

FURTHERMORE, Company agrees to compensate Owner on a mutually agreed upon date for surface loss or damage upon mutually agreeable terms.

This Agreement shall extend to and bind Owner and Company, and their respective heirs, personal representatives, successors, and assigns and shall become effective when it is fully



executed and shall remain in full force and effect until Company has conducted reclamation in accordance to this Agreement.

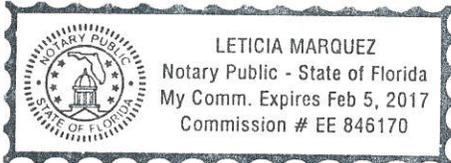
EXECUTED and effective this 7th December day of ~~November~~, 2015.

**OWNER:
RV Bailey Living Trust**

RV Bailey, Trustee
RV Bailey, Trustee

**COMPANY:
Carrizo (Niobrara) L.L.C.**

[Signature]
Richard H. Smith, V.P. - Land **DK**



ACKNOWLEDGEMENTS

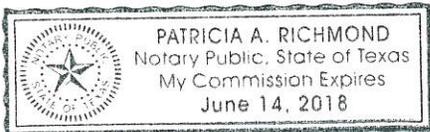
**STATE OF FLORIDA }
COUNTY OF Collier }**

This instrument was acknowledged before me on the 7th day of December, 2015 by **RV Bailey, Trustee of the RV Bailey Living Trust.**

Leticia Marquez
Notary Public for the State of Florida

**STATE OF TEXAS }
COUNTY OF HARRIS }**

This instrument was acknowledged before me on the 14th day of DECEMBER, 2015 by **Richard H. Smith, V.P. - Land, Carrizo (Niobrara) L.L.C.**



Patricia A. Richmond
Notary Public for the State of Texas

EXHIBIT A
PAD(S)/PIT(S) LOCATIONS

Bailey 5-26-8-60 Pad

Township 8 North, Range 60 West, 6th P.M.

Section 26: SW/4

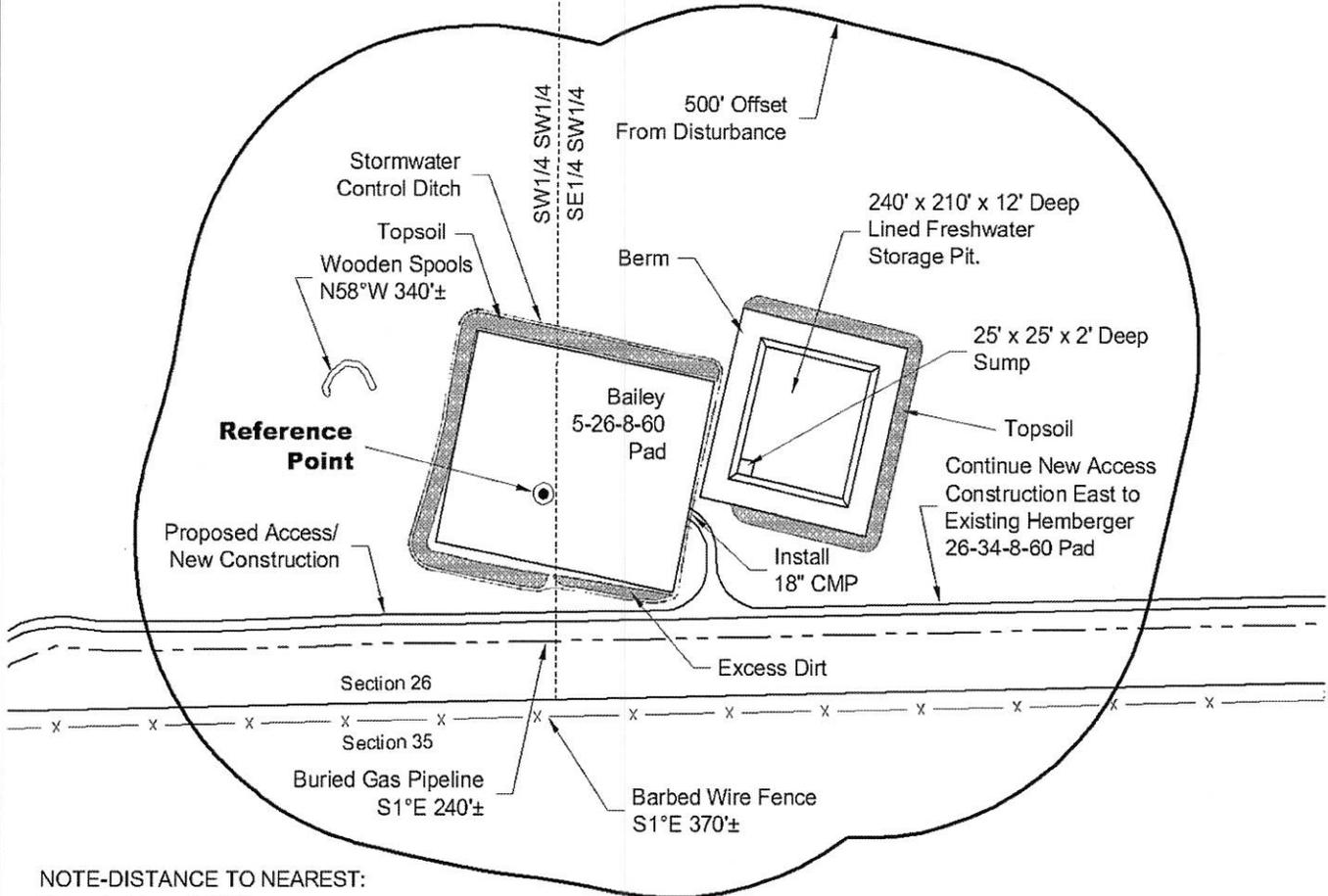
EXHIBIT B
PAD/PIT PLATS

EXHIBIT "B"

VEGETATION:
GRASSLAND PASTURE

SURFACE USE:
GRAZING

REFERENCE POINT	
LATITUDE:	40.62703
LONGITUDE:	-104.06380
FOOTAGE:	340 FSL 1304 FWL
GROUND ELEVATION:	4875.6
PDOP:	2.2 DATE: 2/28/2013
INSTRUMENT OPERATOR: MARC WOODARD	

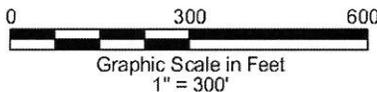


NOTE-DISTANCE TO NEAREST:
 Property Line - S 340'
 Public Road - WCR 105 - E 1290'±
 Building - S 10° W 1.6 Miles ±
 Railroad - UPRR S 5° E 26 Miles ±
 Powerline - W 1330'±

NOTE:
ALL PRODUCTION FACILITIES WILL BE ON PAD.

DISTURBANCE ACREAGE:
4.8± DRILLING OPERATIONS

4/11/13



LAND SURVEYING AND MAPPING
 LAFAYETTE - WINTER PARK
 Ph 303 666 0379 Fx 303 665 6320

CARRIZO NIOBRARA LLC
BAILEY 5-26-8-60 PAD

SW1/4 SW1/4 SECTION 26 T8N R60W
6th PM WELD COUNTY COLORADO

DMC: C:\GCSURV\Weld\North\Carrizo 110004\Vegetation\Bailey 5-26-8-60 FZA-mulit-weld.dwg USER: JMC DATE: Apr 11, 2013 10:41am