



SURFACE USE AGREEMENT AND GRANT OF EASEMENT

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENT ("Agreement") is entered into this 15th day of August, 2014 (the "Effective Date") by and between L&S Capital, Ltd. ("Owner") whose address is 800 N. Hwy 36, Byers, Colorado 80103, and Bonanza Creek Energy Operating Company, LLC, ("Company"), whose address is 410 17th Street, Suite 1400, Denver, Colorado 80202 (individually, a "Party;" and collectively, "the Parties").

WHEREAS, Owner owns an interest in part or all of the surface estate of the following described lands located in Weld County, Colorado (the "Property"):

Township 5 North, Range 61 West

Section 5: All

Section 6: All

Section 7: All

Section 8: All

Section 17: S/2, NW/4

Section 18: All

WHEREAS, Company owns certain oil and gas leasehold interests in the Property; and,

WHEREAS, by a Surface Use Agreement dated February 26, 2004 and recorded March 3, 2004 at Reception No. 3158468 in the real property records of Weld County, Colorado (the "2004 Surface Use Agreement"), Lloyd Linnebur and Shirley A. Linnebur granted CFG Energy, Inc. certain rights to access and use the Property in connection with CFG Energy, Inc.'s oil and gas operations;

WHEREAS, Company acquired and succeeded to the interest originally owned by CFG Energy, Inc., and Owner acquired and succeeded to the interest owned by Lloyd Linnebur and Shirley A. Linnebur;

WHEREAS, by an unrecorded Surface Use Agreement dated December 10, 2010 between the Parties (the "2010 Surface Use Agreement"), Owner granted Company certain rights to access and use the Property in connection with Company's oil and gas operations; and

WHEREAS, notwithstanding Company's rights to access and use the surface of the Property and in the spirit of joint cooperation, Company and Owner desire to supersede the 2004 Surface Use Agreement and 2010 Surface Use Agreement (collectively the "Prior SUA Agreements") by entering into this Agreement to reach an understanding and agreement regarding Company's surface access, use, and disturbance to the Property.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the compensation to be paid to Owner, as described herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Company agree as follows:

1. **Amendment and Restatement.** This Agreement supersedes the Prior SUA Agreements. To the extent that terms in this Agreement conflict with the terms set forth in the Prior SUA Agreements, this Agreement shall control.

2. **Grant of Access.** Company is hereby granted an easement, during the term of this Agreement, to drill any future wells on the Property, including horizontal and directional wells that produce from and drain all or portions of the Property, provided that such new surface locations must be located within the Operations Areas (as depicted on Exhibit A and described herein) and must be permitted locations under the then applicable well spacing regulations of the Colorado Oil and Gas Conservation Commission ("COGCC") or exceptions granted thereto by the Director of the COGCC or to the extent Owner waives such requirements pursuant to this Agreement or consents to modify Exhibit A. Owner further hereby grants and conveys to Company the right of ingress and egress on across and along the designated access roads or the right-of-way corridors depicted on Exhibit A (the "Access Corridors"), as well as rights-of-way for pipelines (that are used exclusively to facilitate the production of oil and gas from the Property or lands pooled therewith) in order to access the well Operations Areas, tank battery site

IN WITNESS WHEREOF, the Parties have executed this Agreement this 15th day of August, 2014.

OWNER:
L&S CAPITAL, LTD.

Frank Linnebur
By: Frank Linnebur
Title: Vice President of Progressive Farms Mgt, Inc
Mark Linnebur
General Partner of L&S Capital, Ltd.
By: Mark Linnebur
Title: President of Progressive Farms Mgt, Inc,
G.P. of L&S Capital, Ltd

COMPANY:
BONANZA CREEK ENERGY OPERATING COMPANY, LLC

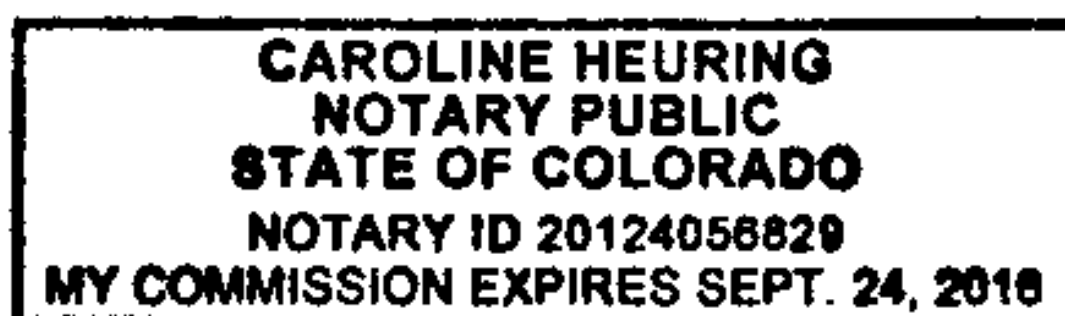
Curt Moore
By: Curt Moore
Title: Vice President, Land

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 15th day of August, 2014, by Frank Linnebur, V.P. of Progressive Farms Management, G.P. of of L&S Capital, Ltd.

Witness my hand and official seal.

My commission expires: 9/24/2016



Caroline Heuring
Notary Public

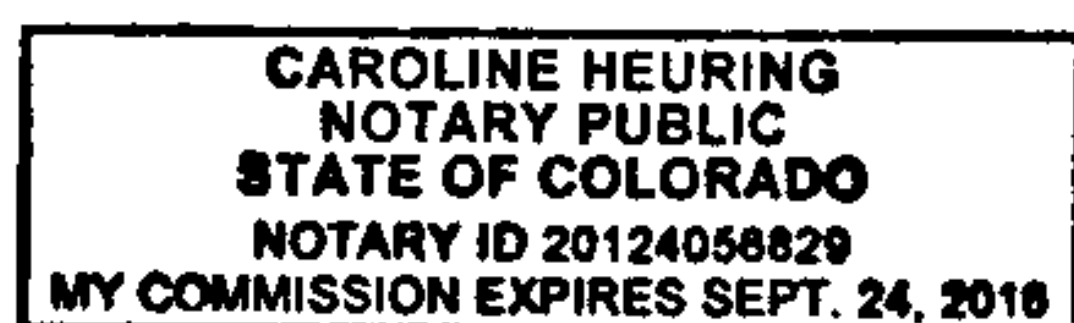
(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 15th day of August, 2014, by Mark Linnebur, President of of L&S Capital, Ltd.

Progressive Farms Management G.P. of
Witness my hand and official seal.

My commission expires: 9/24/2016



Caroline Heuring
Notary Public

(SEAL)

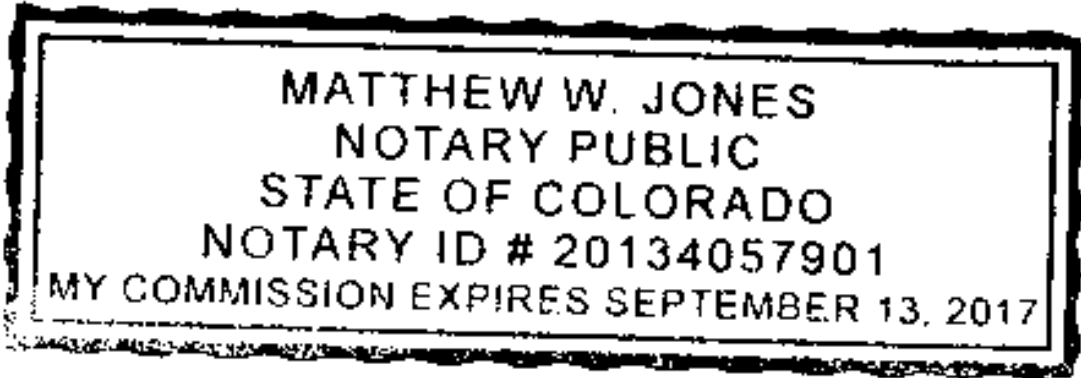
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 12th day of August, 2014, by Curt Moore, Vice President, Land of Bonanza Creek Energy Operating Company, LLC.

Witness my hand and official seal.

My commission expires: 9/13/2017

(SEAL)



Matthew W. Jones
Notary Public