

## **EASEMENT, RIGHT-OF-WAY, AND SURFACE USE AGREEMENT**

This Easement, Right-of-Way and Surface Use Agreement ("**Agreement**") is entered into and effective this January 17, 2017, by and between Windsor LV, LLC, a Nevada limited liability company ("**Owner**" or "**Windsor**"), and **Extraction Oil & Gas, Inc.**, a Delaware corporation ("**Operator**"); sometimes referred to each as a "**Party**," or collectively as the "**Parties**."

WITNESSETH:

For and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **OWNERSHIP.** Owner is the surface owner of certain lands more particularly described as follows:

**Township 6 North, Range 67 West of the 6<sup>th</sup> P.M.**

Section 14: SE/4 and SW/4

Weld County, Colorado

(the "**Lands**," more particularly described at Exhibit "A" attached hereto).

Operator, or its affiliates, owns a working interest, leasehold interest, or other interest under certain oil and gas leases covering all or portions of the Lands, or lands pooled or included in a spacing unit therewith, or lands adjacent thereto (the "**Lease**," or "**Leases**").

2. **OWNER'S DEVELOPMENT OF THE LANDS.**

Owner has plans to develop the surface of the Lands in order to place a new subdivision or subdivisions on the land, including high-density residential, commercial, and/or mixed-use development.

3. **OIL AND GAS OPERATIONS ON THE LANDS.**

A. Operator desires to drill, complete, operate, produce and maintain oil or gas wells (the "**Wells**") on the OGOA (as defined in Paragraph 4 below) or the Leases, with respect to the subsurface locations of which may be under lands other than the Lands. In order for Operator, its agents, consultants, successors or assigns to explore, permit, survey, obtain consents and waivers, develop, drill, construct, complete, recomple, produce, maintain, rework, equip, deepen, stimulate, re-stimulate, assess, evaluate, inspect, test, update, upgrade, operate, secure, and transport production from the Wells and all facilities associated therewith including, but not limited to, access roads (including existing roads on the Lands) ("**Access Roads**"), pipelines, infrastructure, equipment, surface appurtenances and production facilities including but not limited to emission control devices, vapor recovery towers, vapor recovery units, flowlines, gathering lines, transmission lines, temporary above ground water lines, temporary above ground completion fluid pipelines, separators, tank batteries, MLVTs, LACT units, electrical lines, utility lines and any other facilities or property necessary for Operator to conduct operations on the Wells (each a "**Facility**," collectively, the "**Facilities**"), Owner recognizes it is necessary that Operator, its agents, consultants, successors or assigns enter and utilize the OGOA in order to operate and maintain the Wells and Facilities. Owner and Operator agree that in no event will any of the Access Roads, Facilities, flowlines, or Wells be located outside of the OGOA as shown on Exhibit "A" without the Owner's prior written consent and prior consultation, notice, and an as-built survey plat amending the OGOA and this Agreement. Owner and Operator desire to mitigate any surface damage to the Lands and to set forth their agreements with respect to future operations on the OGOA, to accommodate operations and development of the surface, and to provide for cooperation between the Parties and the mutual enjoyment of the Parties' respective rights in and to the Lands. This Agreement sets forth the Parties' rights and obligations regarding the development and use of the Lands by Owner and operations conducted by Operator.

4. **SURFACE EASEMENT AND RIGHT-OF-WAY; SUBSURFACE EASEMENT.**

A. Owner hereby acknowledges that Operator, its successors and assigns and each of their agents, employees, contractors and subcontractors, owns a perpetual, non-exclusive easement and right-of-way on, over, across,

and through the OGOA for the purpose of drilling, completing, operating, securing, producing, evaluating, deepening, reworking, equipping, maintaining, plugging and abandoning of Wells, constructing, using and maintaining Access Roads and locating, constructing, entrenching, operating, maintaining, repairing, altering, replacing and removing the Facilities and all necessary appurtenant facilities, for the purposes specified in this Agreement including ingress and egress from the Facilities across the OGOA.

B. Owner hereby acknowledges that the Operator is the lessee of, the minerals underlying the Lands, Owner acknowledges and understands that Operator holds a perpetual, non-exclusive easement and right-of-way burdening the OGOA with all the rights and privileges granted under this Agreement, the Lease, or lease associated with the Lands.

C. Owner grants Operator the right to drill, complete, operate and maintain Wells on the OGOA that produce oil, natural gas, produced liquids, and associated hydrocarbons from lands other than the Lands and lands pooled with the Lands.

D. Owner further grants Operator a subsurface easement through the Lands for the purpose of drilling, completing, operating, re-stimulating, reworking and maintaining oil and gas wells that may produce and drain oil, natural gas, produced liquids and associated hydrocarbons from lands other than the Lands and lands pooled with the Lands.

E. Owner further grants Operator the right to gather to the Lands and transport from the OGOA oil, natural gas, produced liquids and associated hydrocarbons produced from the Lands and lands other than the Lands and lands pooled with the Lands, and to transfer/assign such right to a third party gatherer, with the written consent of Owner which shall not be unreasonably withheld.

#### **5. LOCATION/OIL AND GAS OPERATIONS AREA.**

The locations of Wells, the Access Roads to the Well sites and Facilities to be constructed on the Lands (the "Oil and Gas Operations Area" or "OGOA") shall be discussed by and between Owner and Operator prior to commencement of operations. Operator agrees that it will locate, build, repair and maintain all Wells, Flowlines, Access Roads, and Facilities only within the OGOA in the locations and configurations, including owner approved topographic cuts and fills, as shown in Exhibit "A." Material changes within the boundary of the OGOA may be made by Operator with the prior written consent of Owner, which shall not be unreasonably withheld provided that such changes will not unduly interfere with Owner's existing or future use of the Lands. This Agreement specifically limits the location of the rights of Operator to drill future additional wells-with associated facilities to the area shown on Exhibit "A."

#### **6. CONDUCT OF OPERATIONS.**

Operator's operations on the OGOA will be conducted pursuant to the terms of the Leases, this Agreement, the rules and regulations of the Colorado Oil & Gas Conservation Commission ("COGCC"), applicable Colorado statutes and case law, and any applicable federal statutes and case law. This Agreement does not create in Owner a private right to enforce the rules and regulations of the COGCC.

#### **7. COMPENSATION AMOUNT.**

The Parties acknowledge that Operator will provide Owner with certain good and valuable consideration, as described in that confidential Letter Agreement of even date herewith, prior to the commencement of drilling operations for each Well drilled which consideration is agreed to be and constitutes full, complete and final consideration for settlement and complete satisfaction for any and all detriment, depreciation, injury, or damage of any nature to the OGOA or crops growing thereon that may occur as a result from Operator's operations pursuant to this Agreement or the Leases. Subsequent operations related to the Wells including but not limited to refracs, recompletions, deepening, or redrilling, except in case of emergency, shall require prior notice to Owner. Operator shall pay Owner actual damages caused by said subsequent operations.

8. **ADDITIONAL SURFACE USE PROVISIONS, ACCESS ROADS, AND FACILITIES.**

With respect to its operations on the OGOA, Operator and Owner will comply with the following provisions:

**A. Access Roads:**

- (i) Owner shall provide Operator with continuous access to the OGOA, Wells, Facilities and all associated oil and gas operations, equipment and areas associated therewith.
- (ii) Operator will maintain all Access Roads, including the old WCR 23 up to the OGOA access point in good repair and condition, and in accordance with COGCC regulations, state laws, and other applicable regulatory or statutory frameworks.
- (iii) Access Roads constructed by Operator will not exceed 30 feet in width and also allow for additional space for shoulders, crossings, etc., and shall be constructed so as to be able to withstand the weight and amount of truck and other traffic on said Access Roads for purposes of rigging up and rigging down the drilling rig and placement of motors and equipment during drilling operations.
- (iv) During the drilling operations within the OGOA, Operator agrees that sufficient quantities of gravel shall be placed on Access Roads to prevent rutting and damage to the underlying soils.
- (v) Operator agrees to back-slope all Access Roads that it constructs.
- (vi) Operator will provide Owner with a minimum of 20 days prior written notice before restoring the surface of all Access Roads to be permanently abandoned by Operator. No later than 10 days following receipt of such notice, Owner may elect, in writing, not to have such Access Roads abandoned by Operator. In such event, Operator will have no liability under this Agreement to restore the surface of the OGOA utilized as Access Roads. Failure to timely respond will be deemed as Owner's election that Operator proceed with the abandonment of the Access Roads and the restoration of the surface thereof.
- (vii) Operator will stockpile and save, in a location reasonably designated by Owner, any topsoil removed while constructing Access Roads for rehabilitation or re-seeding as reasonably directed by Owner.
- (viii) Operator will take reasonable steps to insure that all of its vehicles accessing the OGOA on its behalf remain on the Access Roads.

**B. Surface Restoration:**

Upon permanent cessation of Operator's operations on the OGOA, all areas thereof occupied or utilized by Operator will be restored by Operator, and approved by Owner, to their condition immediately prior to operations as nearly as is reasonably practicable, and according to COGCC regulations.

**C. Other:**

- (i) Operator will install culverts on the OGOA that may be necessary to maintain drainage and irrigation in a manner equivalent to conditions upon the OGOA immediately prior to operations as nearly as is reasonably practicable.
- (ii) If by reason of the activities of the Operator in the conduct of its operations pursuant to this Agreement or the Leases, there is damage to personal property of the Owner, including, but not limited to, irrigation wells, fences, culverts, bridges, pipelines, ditches, or irrigation systems, and for which Owner has not been previously compensated under this Agreement, Operator will repair or replace such items after consultation with and to the reasonable satisfaction of the Owner. Owner will notify Operator of any items damaged during operations or after the Wells have been drilled and completed. Operator will repair

or replace such items within 30 days of notice, unless circumstances necessitate that immediate action is necessary as agreed to by the Owner and Operator.

(iii) Operator agrees that all trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the OGOA that are not necessary for continued operations of the Wells will be removed and disposed away from the OGOA no later than 30 days after the completion of the Wells. No such items will be burned or buried on the Lands.

(iv) During drilling operations the well sites and any pits shall be fenced if requested by Owner. Additionally, the well sites shall be kept free and clear of all noxious weeds, unsightly growth and trash either during drilling operations or after completion and production.

(v) Operator agrees to fence off the perimeter of the well sites with temporary fencing if reasonably requested by Owner. Operator will also install cattle guards or gates where reasonably necessary.

(vi) Operator will install and maintain gates and locks reasonably necessary for the security of the Wells or Facilities. Such gates and locks will be of a type and quality customarily used by prudent oil and gas operators for such purpose.

(vii) Operator will paint the Facilities, including wellhead guards, with paint of an earth tone color, customarily used in the area and approved by the COGCC. Operator shall submit the paint color to Owner for final approval prior to installation of Facilities, which approval shall not unreasonably be withheld. Operator will keep tanks and other Facilities in a good state of repair and appearance. Tanks and treaters will not bear the name or logo of Operator or any advertisements, except to the extent required by COGCC rules.

(viii) Neither Operator, nor its Affiliates, agents or contractors, shall have the right to stack or store rigs or other equipment, supplies or parts on the OGOA, except during drilling, reworking or construction operations.

(ix) No permanent living quarters shall be constructed pursuant to this Agreement.

(x) Operator will cut and fill the OGOA and berm the OGOA as reasonably requested and approved by the Owner, in order to mitigate the visual impacts from the north and west of the OGOA associated with the Operator's operations within the OGOA.

(xi) There shall be no recreational use of the Lands or the OGOA, including but not limited to, camping, hunting, fishing, foot traffic, or similar activities are allowed at any time by Operator or Operator's contractors or representatives.

(xii) It is Operator's responsibility to secure the water necessary for operations upon the OGOA. Operator shall have no right to use water from ponds, creeks, springs or water wells located on the OGOA, the Lands, or to drill any water well(s) on the OGOA without the prior written consent of Owner. Operator shall not disturb, interfere with, or block any creek, reservoir, spring, ditch, irrigation work, or other source of water or distribution system on the Lands without the prior written consent of Owner.

(xiii) Operator will comply with all noise and visual impact regulations of governmental bodies and agencies, including but not limited to the COGCC.

#### **9. DEFAULT AND RIGHT TO CURE.**

In the event of alleged default by Operator in the payment of any Compensation Amount, in obligations to be performed, or any other terms, conditions or covenants of this Agreement, Owner will notify Operator, by certified mail, return receipt requested, of the alleged default. Operator will have 45 days from receipt of the written notification in



which to dispute or otherwise respond to the notification before Owner may pursue other remedies of the alleged default. If Operator cures the alleged default within 45 days of Owner's notice, or if the alleged default is of a nature that cannot be cured within 45 days, then if Operator commences curing the alleged default within that 45 day period and diligently pursues such cure, then no default shall be deemed to have occurred.

Except as otherwise agreed in writing, no waiver by Owner of any breach by the Operator of any of its obligations, agreements, or covenants hereunder will be deemed to be a waiver of any subsequent or continuing breach of the same, nor will any forbearance by Owner to seek a remedy for any breach by the Operator be deemed to be a waiver by Owner of its rights or remedies with respect to such breach.

Any damages awarded to either Party under this Agreement shall be limited to only the actual damages incurred by such Party, and neither Party shall be liable for consequential, incidental, punitive, exemplary or indirect damages in tort or in contract, or under any legal theory, and all such damages are hereby excluded and waived by the Parties and the exercise of the rights of any Party hereunder.

#### **10. INDEMNITY/RELEASE.**

With the exception of any claims, damages, and causes of action that arise from Owner's gross negligence or willful and wonton misconduct, Operator hereby agrees to and shall indemnify, protect, save and hold Owner (and Owner's managers, members, employees, agents, successors and assigns), harmless from and against any and all claims, liabilities, demands, suits, causes of action of every kind and character, losses, damages, costs and expenses of whatsoever nature which may, in any manner, arise out of, be related to, or be made in connection with Operator's activities on the OGOA, or any associated work performed, acts, or omissions by Operator, its affiliates, contractors, subcontractors, agents, employees, licensees or invitees, of any kind or character whatsoever, including but not limited to the installation, construction, repair, maintenance and all other operations, involved in the entry, drilling, completion, production of or plugging and abandoning of the Wells within the OGOA, including, without limitation such claims, liabilities, demands, suits, losses, damages, costs and expenses for damage to any person or property of any kind and any claims that Operator's operations or activities are illegal or unauthorized, or in violation of any federal or state environmental law, order or regulation, or constitute an improper interference with any party's rights. Operator, its agents, employees, subcontractors, contractors or persons entering upon the OGOA at the express or implied request of Operator agrees that it enters the OGOA entirely at its own risk. Owner shall not be liable under state or federal regulations or laws for any environmental damage caused by Operator's initial or subsequent operations including, but not limited to, oil and gas spills, leaks, associated contamination with leaks, or leaks due to drilling operations. Owner shall not be liable for any injury or damage of any kind to persons or property caused by Operator or from Operator's initial or subsequent operations, including, without limitation, damage to other oil and gas operator's lines and/or facilities and other utility lines and facilities in the area.

Owner hereby releases and agrees to hold harmless Operator, its agents, successors and assigns from any and all liability and further payment, other than what has been provided in this Agreement, for damages on the Lands which arise from, out of or in connection with the Operator's operations on the Lands, but only as to those operations described in and permitted by this Agreement, and for those operations which the Compensation Amount has been paid and received by Owner pursuant to this Agreement.

Owner agrees to indemnify and hold Operator, its agents, successors and assigns harmless from any and all claims, damages and causes of action arising out of and caused by Owner's operations on the Lands that may be asserted by any of Owner's agents, employees, subcontractors, contractors or persons entering upon the Lands at the request of Owner; with the exception of any claims, damages, and causes of action that arise from Operator's gross negligence or willful and wanton misconduct.

#### **11. WAIVER OF COGCC NOTICES AND OTHER REGULATORY MATTERS.**

A. Owner hereby waives the following notices and consultations:

- (i) Rule 305.a.: Notice of Intent to Conduct Oil and Gas Operations;

- (ii) Rule 305.c.(1): Oil and Gas Location Assessment Notice;
- (iii) Rule 305.c.(2): Buffer Zone Notice;
- (iv) Rule 305.f.: Statutory Notice to Surface Owners;
- (v) Rule 305.h.: Move-In, Rig-Up Notice;
- (vi) Rule 306.a.: Surface Owner Consultation and Meeting Procedures;
- (vii) Rule 305.f.(4): Notice of Subsequent Operations; and
- (viii) Any other notice or consultation requirements of the COGCC.

B. Owner shall not object or protest any Application for Permit to Drill (Form 2) and Oil and Gas Location Assessment (Form 2A) filed by Operator with the COGCC. Subject to this Agreement, Owner agrees to allow Operator to locate the Wells and Facilities anywhere within the approved OGOA.

C. 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, and to appeal the approval and issuance of the Form 2A, and any related Form 2.

D. Owner shall not oppose Operator, its agents, consultants, attorneys, successors and assigns in any COGCC or other administrative or 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, its agents, consultants, attorneys, successors and assigns with any and all written support they may reasonably require to obtain permits from the COGCC or other applicable governmental body.

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, occupied buildings, and surface property lines, among other things. Owner hereby waives its right to object to the location of any Well, Access Roads and 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 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 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 Wells outside of the GWA windows as defined in COGCC Rule 318A.a.

G. Owner understands that Operator may provide a copy of this Agreement to the COGCC in order to obtain a waiver, exception location, or variance from the COGCC rules or from a local jurisdiction.

H. Owner will include in any surface development plats, site development plans, or related documents, submitted to the neighboring Towns or Weld County the following information: the OGOA, Facilities, actual or planned Access Roads, and Flowlines.

I. Owner understands and acknowledges that the COGCC has rules and regulations that apply to, without limitation, the distance between a wellhead and public roads, Facilities, building units and surface property lines. Owner intends to annex the Lands to the Town of Severance, at which point compliance with Town of Severance setbacks may be enforced upon Owner. Owner and Operator hereby agree that, notwithstanding such required setbacks, no Facility other than an Access Road or Flowline shall be located closer than 200 feet to an occupied building, which shall constitute the setback agreed to by the Parties in this Agreement. For planning purposes, the Parties shall assume that the Town of Severance may require the Parties to utilize a 350 foot setback upon annexation to the Town of Severance between any Facility other than an Access Road or Flowline and an occupied building including buildings to be constructed in the future. OWNER HEREBY WAIVES ANY GOVERNMENTAL AUTHORITY SETBACK LARGER THAN 350 FEET. Owner understands, and will inform subsequent owners of the Lands or any portion thereof, that Operator or its successors and assigns may cite the waiver in this paragraph in order to obtain a location requirement exception or variance under COGCC rules or from a local jurisdiction consistent with the operations contemplated by this Agreement. Owner agrees not to object to the use of the surface in the setback areas consistent with this Agreement, and that it will provide Operator or its successors and assigns with whatever written support they may reasonably require to obtain permits from the COGCC or any local jurisdiction so long as such support is consistent with this Agreement. If the COGCC and/or local regulations are amended such that the required setbacks for Wells and Facilities are decreased, the Parties will negotiate in good faith to decrease the setbacks required by this Agreement to conform to the new rule.

J. Owner waives the 30-day notice of surface operations provided by COGCC rules provided Operator complies with this paragraph. Operator agrees it will provide an initial written notice of Operator's intent to commence drilling operations to Owner after it has submitted a request for permit to drill to the COGCC. Such notice will state Operator's estimated commencement of drilling, completions, drill out, initial production, and subsequent workover operations.

## 12. NOTICES.

Subject to the terms, conditions, and covenants of this Agreement written Notice by either Party will be promptly served to the other Party by United States mail, postage prepaid and addressed to either Party, or to such other place as either Party may from time to time designate by notice to the other, at the following addresses:

### Owner

Windsor LV, LLC  
3821 Derby Trail  
Round Rock, TX 78681  
Phone: (702) 591-9584  
Attn: Jack Holler  
Email: hollercre@hotmail.com

### Operator

Extraction Oil & Gas, Inc.  
370 17th Street, Suite 5300  
Denver, CO 80202  
Phone: (720) 974-2021  
Attn: Jamison McIlvain  
Email: jmcilvain@extractionog.com

Owner agrees to notify any surface tenant or other third party that may be affected by Operator's operations on the Lands and Owner may allocate the payments made hereunder with such surface tenant as mutually agreed upon between themselves.

## 13. BINDING EFFECT.

The terms, conditions, covenants, and provisions of this Agreement will inure to the benefit of and will be binding upon the Parties hereto, their respective heirs, agents, representatives, successors or assigns.

## 14. RECORDING.

The Parties agree that either Party may record this Agreement in the real estate records of the county in which the Lands are located.

**15. ENTIRE AGREEMENT.**

Except for that certain Letter Agreement of even date herewith between Owner and Operator, this Agreement contains the entire agreement between the Parties and may not be modified orally or in any other manner other than by written agreement signed by all Parties or their successors or assigns.

**16. LETTER AGREEMENT.**

The Owners and Extraction shall execute a confidential Letter Agreement, dated of even date herewith, containing the terms and conditions of the Compensation Amount arising under this Agreement.

**17. REASONABLE ACCOMMODATION.**

Owner acknowledges uses and operations upon the Lands by Operator under this Agreement are in full satisfaction of the requirement that Operator conduct its oil and gas operations in a manner that accommodates Owner. Owner further acknowledges Operator's uses and operations upon the Lands as provided herein constitute "Reasonable Accommodation" by Operator, its agents, consultants, successors and assigns as provided for under Colorado Revised Statute 34-60-127.

**18. TERMINATION.**

This Agreement will terminate concurrently with the Leases as they relate to Operator's or its affiliates' rights to explore, drill, and produce oil, natural gas, and associated hydrocarbons from the Lands or lands pooled or unitized therewith or as otherwise provided herein. No act or failure to act on the part of the Operator shall be deemed to constitute an abandonment or surrender of this Agreement or of any part of it, except upon recordation by Operator of an instrument specifically terminating this Agreement. To the extent a moratorium or a restrictive governmental law, rule or regulation prevents a Party from performing the operations herein described, this Agreement shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place. Notwithstanding the termination of this Agreement, Operator may access the Lands to plug and abandon the Wells and to reclaim the Lands as provided in this Agreement and the Leases and for such other purposes as necessary to comply with any law, rule, or regulation governing Operator's operations.

**19. COUNTERPARTS.**

This Agreement may be executed by facsimile or electronic mail, in counterparts, each of which will be considered an original and enforceable against either Party.

**20. GOVERNING LAW AND VENUE.**

This Agreement will be governed by, construed and enforced in accordance with the laws of Colorado. Venue shall be deemed to be in the county where the Lands are located.

**21. AUTHORITY OF SIGNATORIES.**

The signatories below declare, warrant and represent that they have the authority to enter into this Agreement on behalf of their respective principals, if any.

**22. SUCCESSORS.**

This Agreement constitutes an easement, right-of-way, and covenant running with the Lands and will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective agents, consultants, affiliates, administrators, trustees, heirs, executors, successors or assigns.

23. **ADVICE TO TENANTS.**

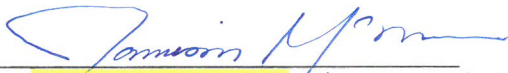
Owner agrees to contact any and all tenants of the lands or any other third parties utilizing the surface of the Lands that may be affected by Operator's activities on the OGOA. It will be Owner's sole responsibility to advise such third parties of the existence of this Agreement.

24. **ATTORNEYS' FEES.**

If any action or proceeding is instituted by either Party for enforcement or interpretation of any term or provision of this Agreement, the prevailing Party pursuant to a final judgment of a court of competent jurisdiction shall recover from the other Party, and the other Party shall pay, the prevailing Party's reasonable attorneys' fees and costs as determined by the court.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first written above.

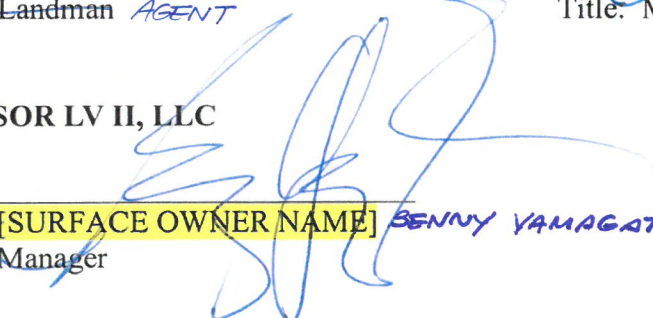
Operator:  
**EXTRACTION OIL AND GAS, INC.**

By:   
Name: **LANDMAN NAME** JAMISON MCILVAIN  
Title: Landman AGENT

Owner:  
**WINDSOR LV, LLC**

By:   
Name: **[SURFACE OWNER NAME]** JACK HOLLER  
Title: Manager

Owner:  
**WINDSOR LV II, LLC**

By:   
Name: **[SURFACE OWNER NAME]** BENNY YAMAGATA  
Title: Manager

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ACKNOWLEDGMENTS

STATE OF TEXAS)

)ss.

COUNTY OF WILLIAMSON)

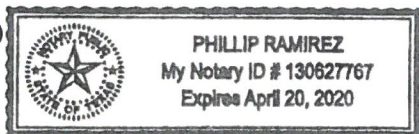
The foregoing instrument was acknowledged before me on this 20 day of January, 2017, by  
[SURFACE OWNER], [title] of Windsor LV, LLC.

JACK HOLLER, MANAGER

Witness my hand and official seal.

My commission expires: 4/20/2020

(SEAL)



Notary Public

*[Handwritten Signature]*

STATE OF NEVADA)

)ss.

COUNTY OF CLARK)

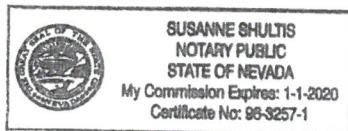
The foregoing instrument was acknowledged before me on this 19<sup>th</sup> day of January, 2017, by  
[SURFACE OWNER], [title] of Windsor LV II, LLC.

BENNY YAMAGATA, MANAGER

Witness my hand and official seal.

My commission expires: 1.1.2020

(SEAL)



Notary Public

*[Handwritten Signature]*

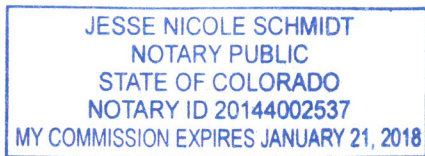
STATE OF COLORADO       )  
  )ss.  
COUNTY OF DENVER    )

The foregoing instrument was acknowledged before me on this 23<sup>rd</sup> day of January, 2017, by  
[Landman name], acting as [title] on behalf of Extraction Oil and Gas, Inc.  
JAMISON MCILVAIN AGENT

Witness my hand and official seal.

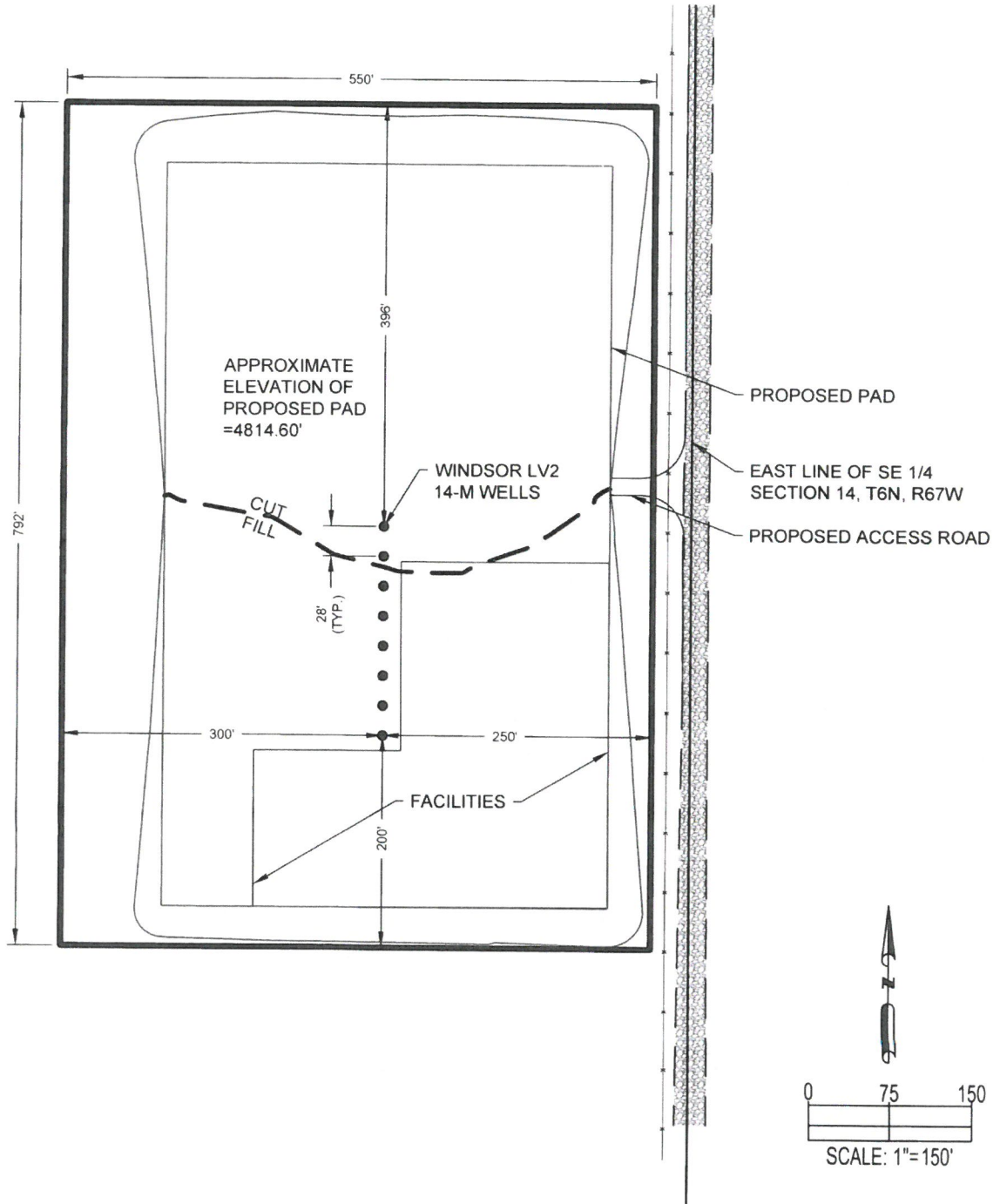
My commission expires: 1/21/18

(SEAL)



Jesse Schmidt  
Notary Public

# **WINDSOR LV2 14-M PAD** **EXHIBIT A OIL AND GAS OPERATIONS AREA**



PREPARED BY:



FIELD DATE:  
 11-18-16

DRAWING DATE:  
 01-09-17

BY:  
 JLG

CHECKED BY:  
 MLP

SITE NAME:

WINDSOR LV2 14-M PAD

SURFACE LOCATION:

SE 1/4 SE 1/4 SEC. 14, T6N, R67W, 6TH P.M.  
 WELD COUNTY, COLORADO

PREPARED FOR:

