

## RECLAMATION AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this 1 day of April, 2017, by and between United Surface & Minerals, LLC ("Owner"), whose legal address is P. O. Box 170, Gainesville, TX 76241, 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 pad ("Pad") has been constructed, located in Weld County, Colorado, being described in "Exhibit A."

WHEREAS, Company has a valid Surface Rental Agreement (collectively the "SRA") covering the Land or portions of Land in which this Pad has been constructed. A true and complete copy of said SRA is/are available at the office of Company or from Owner to persons with a required 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 locations and all oil & gas operations remain under the jurisdiction of the Colorado Oil & Gas Conservation Commission ("COGCC") and the SRA;

WHEREAS, Company shall be solely responsible for all 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 understanding 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 Surface Owner in the selection of the seed used in the reclamation of any disturbed site and comply with SRA.
2. Company shall restore all disturbed areas not required for ongoing production operation 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 and comply with SRA. 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 consolidate facilities and pipeline rights of way in order to minimize adverse impacts to wildlife resources, including fragmentation of wildlife habitat, as well as cumulative impacts, where practicable.
5. Company shall insure 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 Surface 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.

6. 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.
7. Owner agrees that Owner will not impede ingress or egress from Pad, or interfere with the safe conduct of oil & gas operations on the Pad or location.
8. Owner confirms that the portions of the Land (including the Pad and any pertinent access roads) subject to interim reclamation waiver are in a condition satisfactory to Owner at the time of execution of this Agreement.
9. Upon final termination of operations on any portion of the lands and to the extent reasonably practicable, Company shall return roads (except permanent roads), rights of way, and sites, the use of which is to be terminated, to their original grade and vegetation. Company shall use appropriate measures to prevent erosion and nonsource pollution.
10. Owner shall have the opportunity to retain "as is" any portion of the access road and surface facilities constructed by Company.

All surface restoration shall be accomplished to the satisfaction of the Owner and Company will make reasonable efforts to consult in good faith with Owner and reasonably accommodate any concerns.

8. This Agreement is further subject to the SRA including but not limited to all Pads, roads, pipelines, padsites, well sites, tank battery locations, surface equipment, surface activities, restoration and reclamation under the terms of said SRA. In the event of a conflict between this Agreement and the SRA, the terms and provision of the SRA shall control and prevail.
9. All surface Pads, roads, pipelines, padsites, well sites, tank battery locations, surface equipment, surface activities, restoration and reclamation shall be approved by Owner prior to any operations for the same.

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, to be 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 per the terms and provisions specified in the SRA.

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 1<sup>st</sup> day of April, 2017.

**OWNER:**  
**United Surface & Minerals, LLC**

  
\_\_\_\_\_  
Steve Schmitz, President

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

\_\_\_\_\_  
Richard H. Smith, V.P. - Land **DK**

**ACKNOWLEDGEMENTS**

STATE OF TEXAS        }  
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 1<sup>st</sup> day of April, 2017 by Steve Schmitz, President of United Surface & Minerals, L.L.C., on behalf of said entity.



  
\_\_\_\_\_  
Notary Public for the State of Texas

STATE OF TEXAS        }  
COUNTY OF HARRIS }

This instrument was acknowledged before me on the \_\_\_\_\_ day of April, 2017 by Richard H. Smith, V.P. - Land, Carrizo (Niobrara) L.L.C., on behalf of said entity.

\_\_\_\_\_  
Notary Public for the State of Texas

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 3<sup>rd</sup> day of April, 2017.

**OWNER:**  
**United Surface & Minerals, LLC**

\_\_\_\_\_  
Mark G. Kalpakis, President

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

  
\_\_\_\_\_  
Richard H. Smith, V.P. - Land **DK**

**ACKNOWLEDGEMENTS**

STATE OF TEXAS        }  
COUNTY OF TARRANT   }

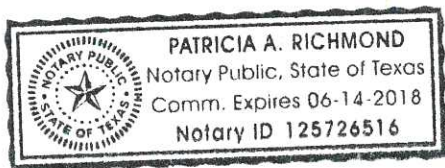
This instrument was acknowledged before me on the \_\_\_\_\_ day of April, 2017 by Mark G. Kalpakis, President of United Surface & Minerals, L.L.C., on behalf of said entity.

\_\_\_\_\_  
Notary Public for the State of Texas

STATE OF TEXAS        }  
COUNTY OF HARRIS   }

This instrument was acknowledged before me on the 3<sup>rd</sup> day of April, 2017 by Richard H. Smith, V.P. - Land, Carrizo (Niobrara) L.L.C., on behalf of said entity.

  
\_\_\_\_\_  
Notary Public for the State of Texas



**“EXHIBIT A”  
PAD LOCATION**

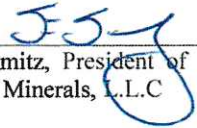
**Pergamos 8-11-7-60 Pad**

Township 7 North, Range 60 West, 6<sup>th</sup> P.M.

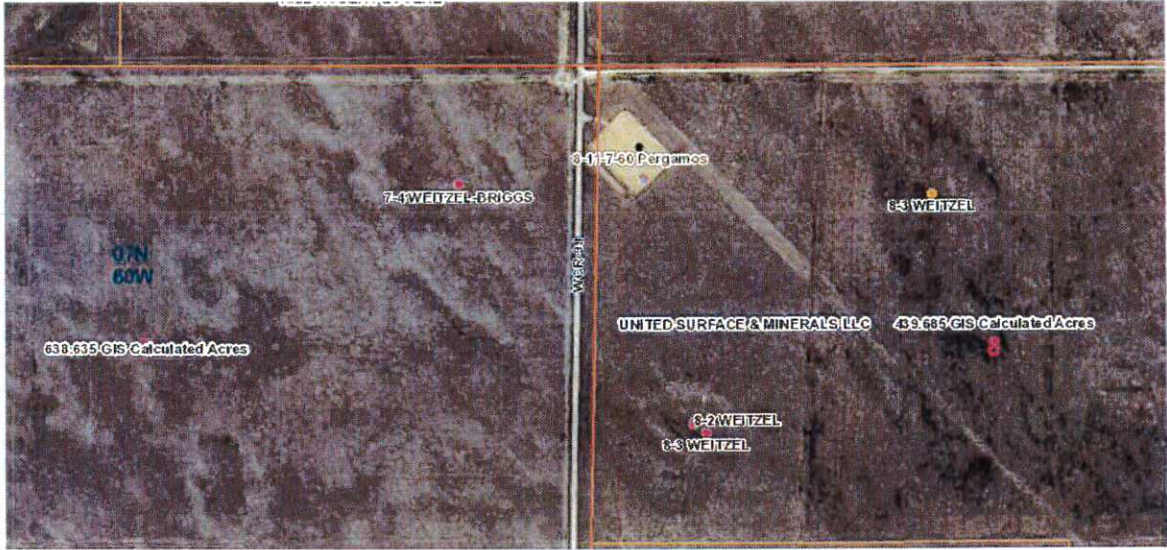
Section 8: NW/4 NW/4

**"EXHIBIT B"**

A high land use value to us results from surface use for oil and gas operations. In that regard, and in order to maintain surface use of our lands for such development, we endeavor and plan to keep the size of this pad on our surface property at present size in order to maintain productive use of the surface for oil and gas without multiple surface disturbances. We are not receiving monetary consideration to sign any interim waivers, and still require that final reclamation remains a right and necessity should it become apparent that no further development is foreseeable.

  
\_\_\_\_\_  
Steve Schmitz, President of United  
Surface & Minerals, L.L.C

**"EXHIBIT C"**



**PAD MAP**