

## SURFACE USE AGREEMENT AND GRANT OF EASEMENT

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENT ("Agreement") is entered into this 11<sup>th</sup> day of May 2017 (the "Effective Date") by and between Wiedeman Family Farm, LLC, a Colorado limited liability company ("Owner"), whose address is 7611 West 4<sup>th</sup> Street, Greeley, Colorado 80634 and Synergy Resources Corporation, doing business as SRC Energy Inc., a Colorado corporation ("Company"), whose address is 1675 Broadway, Suite 2600, Denver, Colorado 80202 (Each of Owner and Company may be individually referred to herein as a "Party;" and collectively as the "Parties").

WHEREAS, Owner owns in fee 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 66 West, 6<sup>th</sup> P.M.**  
**Section 5: E/2NW/4, W/2W/2NE/4**  
**Weld County, Colorado**

WHEREAS, Company owns certain leasehold rights to access the Property and to use so much of the surface as is reasonably necessary to explore for and produce oil and gas from the Property; and,

WHEREAS, notwithstanding Company's rights to access and use the surface of the Property, in the spirit of joint cooperation Company and Owner desire to enter into this Agreement to reach an understanding and agreement regarding Company's surface access, use of, 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. Grant of Access. Company is hereby granted a permanent easement, during the term of this Agreement, to operate any existing wells and/or drill, construct, complete, develop, produce, maintain, re-work, and operate up to sixteen (16) new wells on the Property which new wells are to have surface locations as shown on Exhibit A attached hereto and made a part hereof by this reference, including vertical, lateral, horizontal and directional wells (and the facilities associated therewith) that produce from and drain all or portions of the Property or any adjacent properties, provided that such locations 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. Owner and Company agree the wellheads for the said new wells shall be spaced fifteen feet (15') apart. Owner further hereby grants and conveys to Company the right of ingress and egress on, across, and along the specified portions of the Property designated herein for such ingress and egress, including such additional rights of way, easements, and access necessary and advisable for Company's Operations (as defined below). Company's proposed plan of operations includes the designated access roads and right-of-way corridor (the "Access Road and Pipeline Corridor(s)"), tank battery site, production facility site, and other

facility sites (collectively, the "Operations Area(s)") as depicted on Exhibit A. Owner hereby grants to Company the right to nonexclusive use of the Operations Area(s) located on the surface of the Property and depicted in Exhibit A, or any supplement thereto (which supplement(s) must be mutually agreed to in advance and in writing by and between the Parties), and to use the subsurface of the Property, all in the conduct of Company's Operations. As used in this Agreement, "Operations" shall mean any oil and gas operations, including, but not limited to, permitting, obtaining consents and waivers, environmental impact assessments and evaluations, surveying, seismic activity, water recycling, water storage (including but not limited to, the use of modular large volume water tanks), exploration, drilling, stimulation, completion, re-stimulation, re-completion, deepening, reworking, equipping, production, maintenance, plugging and abandoning of wells, together with accessing, inspection, construction, erection, installation, operation, maintenance, repair, removal, replacement, expansion, testing, updating, upgrade, ownership, and use of related facilities including gathering, storage, transportation and processing facilities, as well as associated flowlines, access roads, and related buildings, fencing, and equipment, as all of the foregoing may be related to vertical, directional, horizontal or lateral wellbores. Except as provided for in Section 3 below, all oil, gas, well operations area, tank batteries, water tanks, other facilities or production facilities shall be located on the Operations Area(s), all Access Roads (as defined below) shall be located in the Access Road Corridor(s) and Lines (as defined below) shall be located in the Pipeline Corridor(s), all of Company's Operations on the Property shall be confined to the Access Road Corridor(s), Pipeline Corridor(s) and the Operations Area(s).

2. Compensation to Owner. Company shall provide compensation as described in that certain letter agreement between Company and Owner dated as of the Effective Date herein (the "Letter Agreement"), entered into between Owner and Company, as full consideration for the rights of access and use of the Property as described herein. Compensation for crop damage or loss shall be paid pursuant to a separate agreement by and between Company and Owner's tenant.

3. Grant of Subsurface Easement. Company is hereby granted a subsurface easement, anywhere on the Property, during the term of this Agreement, for passage of any portion of any wellbore for any of Company's oil or gas wells, whether producing or nonproducing, including the right to occupy and use the subsurface pore space displaced by the well bore and all structures appurtenant thereto. Company shall have full responsibility for ensuring all wellbores are located in compliance with the rules, requirements and limitations of the Colorado Oil and Gas Conservation Commission and any other applicable governmental entity with authority.

4. Term of Agreement. Each Party covenants and agrees that it shall strictly observe the terms and conditions regarding surface occupancy set forth in this Agreement. This Agreement, and the rights and benefits granted and created herein shall be effective as of the Effective Date and shall continue in full force and effect until both (i) Company has permanently ceased Operations on the Property, and (ii) has plugged and abandoned all well(s) on the Property and conducted reclamation in accordance with applicable COGCC rules and regulations, except that any release, discharge or indemnity from and against liability contained herein shall survive the expiration of this Agreement. Notwithstanding anything contained herein to the contrary, in the event this Agreement allows Company to process or store production on the Property from wells located outside the Property, this Agreement will not terminate until use of the Property for such processing or storage is no longer needed by the Company.

5. Access Roads.

(a) Grant. Except as otherwise agreed herein by and between the Parties, Company shall use existing roads to access the Operations Area(s) and Pipeline Corridor(s) and to conduct Operations on the Property. Specifically, Company shall use as an Access Road only that certain driveway running north from the south boundary of the Property which is used to access the existing SRC Energy Inc. Wiedeman pad site on the Property, and which driveway is located approximately two thousand seven hundred ten (2,710) feet east of the southwest corner of the Property, more or less. In the event Company desires to construct one or more additional roads (an "Access Road") for ingress and egress by Company, in the event reasonably necessary for Company to access the Operations Area(s) and Pipeline Corridor(s) and to conduct its Operations, any such Access Road(s) shall be depicted on Exhibit A (or a subsequent amendment thereto) and shall require the prior written consent of Owner, which consent shall not be unreasonably withheld.

(b) Construction. Access Roads shall be limited to approximately 45 feet, being 22.5 feet on each side of the centerline, and shall be constructed along the boundary lines of the Property, or along the section lines of the Property, to the extent reasonably practical. Culverts shall be installed at ditch and drainage crossings unless requested to the contrary in writing by Owner, and shall be sized to prevent obstruction to the free flow of the volumes of water being carried, inclusive of flood stages. Company shall protect all water sources and conveyance structures, including but not limited to the natural flow of creeks, wells, and ditches, from all Operations and shall immediately remedy any diversion, curtailment, or blockage of water flows or contamination of water sources. During excavation and construction for any Access Roads, any rocks excavated with a diameter of twelve inches (12") or greater will be removed from site. In the event Company constructs or otherwise cuts any new Access Road(s) on the Property, any such new Access Road(s) will be top dressed with a minimum of four inches (4") of road base during reclamation of the Property. If Owner or Company elects to lock any gate on the Access Road, keys shall be provided to the other Party.

(c) Maintenance. The use and construction of any Access Roads shall not include a right of use by the general public. Company shall be responsible for maintaining all Access Roads and any existing roads utilized by Company, at Company's sole cost and expense, provided however, that Company may seek contribution for construction and maintenance costs from any third party, in the event Owner grants such third party an easement or right of way, or otherwise authorizes such third party to use any Access Road or existing road.

6. Lines.

(a) Grant. Company has a continuing right and entitlement to install, own, operate, maintain, repair and replace all flowlines, water lines, electric lines, gathering lines and other pipelines (together, the "Lines") that may be necessary or convenient to its Operations on the Property, depicted as "Pipeline Corridor" on Exhibit A. Owner further agrees to execute a recordable Pipeline Right-of-Way Grant for all Lines constructed in the Pipeline Corridor with Company, its affiliates and its third party gatherers. It is the Company's intent to confine the location of such Pipeline Corridor to what is set forth in Exhibit A. Either Party, however, may propose relocation of the Pipeline Corridor(s) (including existing pipelines within the Pipeline Corridor) to a location other than the location indicated on Exhibit A, or Company may propose

an additional right of way outside of the Pipeline Corridor. Absent any Pipeline Corridor shown on Exhibit A, Company agrees that its Lines shall be confined to the Operations Area, the Production Facilities Operations Area, and the strip of lands generally between the said Operations Areas as shown on Exhibit A. Following construction of any such Lines by Company, Company shall record an as-built update to Exhibit A showing the locations of such Lines. In the event Company needs to install Lines in locations not included within those lands shown on Exhibit A as (i) the Operations Areas and (ii) the strip of lands generally between the Operations Areas, any such other Lines shall be pursuant to separate pipeline easement agreement(s) by and between Company and Owner.

(b) Construction. All underground Lines shall be buried a minimum of seventy-two inches (72") below the surface and Company shall, when reasonably practical, place all Lines in the same trench and along and adjacent to existing roads or Access Roads. Company may install as many Lines in a single trench as it desires. The Property disturbed during installation or maintenance of underground Lines will be limited to approximately 75 feet in width, during such temporary period of installation or maintenance, and otherwise shall be limited to 50 feet in width. Company may also install temporary Lines above ground, provided such temporary Lines are removed within 180 days from the date of installation. During excavation and construction for any Lines, any rocks excavated with a diameter of twelve inches (12") or greater will be removed from site.

#### 7. General Operational Requirements.

(a) Weed/Dust/Erosion Control. Company shall keep the Operations Area(s), Access Road Corridor(s) and Pipeline Corridor(s) free of weeds, debris, trash, refuse pipe, equipment, liquids, chemicals, or other materials (except soil) that are not necessary for continued operations and shall take reasonable measures to control erosion.

(b) Topsoil. In all Operations conducted by Company on the Property requiring the removal of soil, the topsoil will be separated from the subsurface soil and following the completion of Operations, Company will place the topsoil and subsurface soil back in proper order and restore the surface of the Property disturbed by such Operations to its original condition and contour as nearly as practicable.

(c) Water Testing. Company shall have the right, but not the obligation, to test Owner's well water or other surface water located on the Property prior to commencement of Operations on the Property.

(d) Damage to Property. If, by reasons directly resulting from the Operations of Company, there is damage to the Property, or real or personal property located on the Property, including, but not limited to, damage to livestock, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural water ways, in Company's sole discretion, (i) the damage will be promptly repaired, (ii) the damaged property will be promptly replaced by Company, or (iii) Company shall pay reasonable compensation to Owner for the damage or an amount equal to the reasonable costs to repair the damage. Any failure to reach mutual agreement with respect to such repair, replacement or compensation shall not, however, be deemed to constitute a breach or

abrogation of this Agreement, nor to terminate or diminish the grants, conveyances, rights and obligations contained herein.

(e) Reclamation. Company agrees to perform all reclamation in accordance with the rules and regulations of the COGCC, unless a variance is granted by the COGCC upon the request of Owner or Company. Any such variance shall require the express written consent of both Parties.

(f) Limitation On Use of the Property. Except for the Operations Area(s), Pipeline Corridor, and Access Road as provided herein and depicted on Exhibit A hereto, Company shall not use or occupy any part of the surface of the Property except in the event of an emergency.

(g) Maintenance of the Access Easement and the Operations Area. Company shall maintain the Access Road to the Operations Area(s) in good repair and condition. Company shall immediately attend to clean-up of waste and spills on the Access Road and the Operations Area(s) and shall comply with all legal requirements related thereto.

(h) Facilities Not to Impede Irrigation. Company agrees that any and all oil and gas equipment and facilities constructed on the NW4 of Section 5 on the Property, which equipment and facilities remain above ground on the NW4 of Section 5, shall be constructed such that such equipment and facilities will not unreasonably impede any future irrigation system in the NW4 of Section 5 by Owner and/or Owner's tenant. Owner and/or Owner's tenant agrees to design a future above-ground center pivot system that will not limit the location of Company's sixteen (16) wellheads and Operations Area as depicted on Exhibit A. Company agrees to construct its wellheads to a maximum height of not more than eight feet, eight inches(8'8") above ground level such that an above-ground center pivot system will be able to pass over the top of the wellheads without interference.

#### 8. Notice/Consultation.

(a) Owner Consultation. Company will consult in good faith with Owner prior to commencing Operations on the Property with heavy equipment. Company will provide Owner with a copy of the COGCC Form 2A ("Oil and Gas Location Assessment") pertaining to the Property upon submission by the Company to the COGCC. Owner agrees not to object to the Company's proposed Operations, so long as it is consistent with this Agreement, and 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, or to appeal the approval and issuance of the Form 2A, and any related Form 2 ("Application for Permit to Drill") for the well(s). Owner shall not oppose Company in any COGCC or other governmental proceedings related to Company's Operations, including but not limited to permitting, formation of drilling units, well spacing or pooling, provided that Company's position in such proceedings is consistent with this Agreement. Owner expressly acknowledges and agrees that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, the obligation of Company to reasonably accommodate Owner's use of the surface of the Property, existing or future, and waives any statutory or common law claim to the contrary. Owner acknowledges receiving from

Company a brochure prepared by the COGCC which describes the rights and responsibilities of Owner as a surface owner.

(b) Surface Tenant Notice. All consultations will be conducted directly with Owner unless otherwise set forth herein or designated by written request of Owner. Accordingly, Owner, or Owner's designee, shall have the responsibility of notifying any affected surface tenant, surface lessee or other third party who may own or have an interest in any crops or surface improvements which could be affected by the Operations. Company agrees to compensate Owner's tenant for crop loss according to the terms of a separate Crop Production Loss Agreement to be entered into by and between Owner's tenant and Company contemporaneously herewith.

9. Consents and Waivers.

(a) Throughout the term of this Agreement and for the consideration described herein and pursuant to the Letter Agreement, Company is hereby expressly granted consent to locate up to sixteen (16) new wells within the Operations Area(s) as such new wells are shown on Exhibit A, and for each such new well Company proposes within the Operations Area(s), provided that each of Company's such proposed wells is consistent with this Agreement, Owner shall fully support Company's efforts to permit such wells with the applicable regulatory agency, including granting consent to locate any well greater than 50 feet from an existing well pursuant to COGCC Rule 318A.(c) and granting consent to locate any well outside of the GWA windows as defined in COGCC Rule 318A.(a).

(b) Owner shall not oppose Operator in any COGCC or other governmental proceedings related to Operator's operations, including, but not limited to, permitting, formation of 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 or its successors and assigns with any and all written support they may reasonably require to obtain permits from the Colorado Oil and Gas Conservation Commission or any local jurisdiction.

(c) 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 urban mitigation area setback distances, as required by COGCC rules and regulations.

(d) Prior to construction by Company, Owner will not locate any lot line, building, or structure within the Operations Area(s), or within any setback area required under the COGCC rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines and once wells are drilled, the setbacks therefrom shall be according to local regulations that establish setbacks of buildings from existing oil and gas facilities. 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 Company's facilities on the basis of setback requirements in the laws, rules and regulations of the COGCC, as they may be amended from time to time, the state of Colorado, or any city, county or other municipality or local government, provided such facilities are located as set forth on the attached Exhibit A and otherwise are consistent with the provisions of this Agreement. Company or its successors and assigns may cite the waiver in this paragraph in order to obtain a location exception or variance under COGCC rules or from any other state or local governmental body. Owner agrees not to object to Company's use of the surface so long as such use is consistent with this Agreement. Owner will provide Company or its successors and assigns with whatever written support they may reasonably require to obtain permits from the COGCC or any state or local jurisdiction.

10. Nonexclusive Use.

(a) The rights of Company to use the Property are nonexclusive, and Owner reserves the right to use all Access Roads and all surface uses of the Property, and upon consent of the Company, which shall not be unreasonably withheld, to grant successive easements on or across the Property on such terms and conditions as Owner deems necessary or advisable, in each case, provided they do not unreasonably interfere with the Operations of Company. Notwithstanding the foregoing, neither Owner nor any third party shall have the right to access the Operations Area(s) being used by Company for its Operations without the consent of Company, which in the case of any third party, may be withheld by Company in its sole discretion. In the event Company consents, access to the Operations Area(s) shall be at the sole risk of Owner or such third party and Owner shall indemnify and hold harmless the Company and any of its employees, officers, directors, agents or affiliates against any losses or damages incurred as a result of such access.

(b) Company hereby acknowledges and agrees that Owner retains the right to develop the Property other than the Operations Area, and such development may include the need to make infrastructural improvements. Such infrastructural improvements include but are not limited to streets, curbs and gutters, landscaping, storm water drainage, and utilities. Company hereby agrees that Owner shall have the right to make such necessary infrastructural improvements to enable Owner's development of the Property other than the Operations Area, provided such improvements do not threaten or endanger the Operations Area(s) or Company's facilities therein and that any such development is in compliance with all applicable local regulations, including but not limited to those that establish setbacks of buildings from existing oil and gas facilities, as provided at Section 9(d) above, and Company waives its right to object to Owner's development of the Property other than the Operations Area, provided Owner's proposed development complies with the applicable setback requirements governing setbacks of buildings from existing oil and gas facilities in the laws, rules and regulations of any city, county or other municipality or local government, and further provided such surface development otherwise is consistent with the provisions of this Agreement. Owner may request from Company the right to place one or more

underground utility lines across, adjacent to and/or parallel with Company's Pipeline Corridor. Company will not unreasonably withhold its consent to such use by Owner, but in no event shall any such parallel underground utility line be placed within 10 feet of Company's Lines. Owner agrees to notify Company at least thirty (30) days before Owner begins any activities on the Property that will include infrastructure improvements over and across the Pipeline Corridor. Subject to its rights under this Agreement, Company shall use reasonable efforts to accommodate and not to interfere with or delay Owner in its construction on, development of, and use of the Property.

11. Fencing. At such time as the drilling and completion of the wells Company is locating in the Operations Area is finished, and as part of its reclamation of the surface of the Operations Area(s), Company shall install a fence around the new wellheads located in the NW4 of Section 5.

12. Default. In the event of the failure by Company to timely make any payment required under this Agreement or the Letter Agreement or to otherwise comply with all terms of this Agreement, Owner shall notify Company in writing of the failure. Company shall then have 30 days after receipt of the notice to cure the default.

13. Authority. Owner and Company mutually represent and warrant to one another that each has the right, power, and authority to enter into this Agreement. Owner further represents that Owner is lawfully entitled to receive payments due under this Agreement and that there exist no liens, judgments or other encumbrances pursuant to which third parties claim, may claim, or are entitled to such payments.

14. Reasonable Accommodation. Owner acknowledges the right to use of the surface estate of the Property by Company as herein described is expressly granted to Company, its successors, and assigns; therefore Owner further acknowledges Company's use of the surface estate of the Property as granted herein to Company, but subject to Company's compliance with the express terms and conditions hereof on the Operations Area(s), shall constitute "reasonable accommodation" by Company, its successors, and permitted assigns with respect to Colorado Revised Statute 34-60-127.

15. Termination. This Agreement will terminate three (3) years from the effective date hereof unless Company has commenced Operations within the Operations Area provided for herein. Assuming this Agreement has not otherwise terminated earlier, this Agreement will terminate upon the last to occur of: (a) termination of the applicable oil and gas Lease(s) as they relate to Operator(s) and/or its affiliates rights to explore, drill, and produce oil, gas and associated hydrocarbons from the Lands or lands pooled therewith; (b) upon complete reclamation and restoration of the surface according to the standards prescribed herein and by the applicable local, state or federal rules, regulations and statutes as well as approval of such reclamation by local, state and/or federal authorities which have jurisdiction over such reclamation.

16. Liability/Indemnification.

(a) Company hereby agrees to release, discharge, indemnify and hold Owner harmless from and against any and all third party claims, losses, liability, damages, and causes of

action for personal injury or property damage directly arising out of Company's Operations, unless, and to the extent that, the negligence or willful misconduct of Owner, or invitee or guest of Owner, causes or contributes to such third party claims. This indemnification extends to any action by a government agency with jurisdiction over the Operations under an environmental law or regulation.

(b) Owner hereby agrees to release, discharge, indemnify and hold Company and its employees, officers, directors and affiliates harmless from and against any and all third party claims, losses, liability, damages, and causes of action arising out of any breach of representation, warranty or covenant of Owner as set forth herein.

17. Environmental Indemnity.

(a) Company shall protect, indemnify, and hold harmless Owner, and any subsequent owner of the Property from any Environmental Claims relating to the Property or oil and gas leasehold thereunder to the extent that such Environmental Claims arise solely out of the Company's Operations located on the Property during the term of this Agreement. Company will not protect, indemnify, and hold harmless Owner or any subsequent owner of the Property from any Environmental Claim arising prior to the Effective Date or otherwise unrelated to the Company's Operations during the term of the Agreement. Owner shall fully protect, defend, indemnify and hold harmless Company, along with any of Company's successors or assigns, from any and all Environmental Claims relating to the Property that arise out of Owner's use of the Property.

(b) "Environmental Claims" shall mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from Operations on or ownership of the Property or ownership of the oil and gas leasehold interest, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including, but not limited to, any Claims arising from Environmental Laws. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any Party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party.

(c) "Claim" shall mean any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims.

(d) "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order (whether currently existing or hereafter adopted) of any federal, state or local governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901, et seq.), the Clean Water Act (33 U.S.C. §§ 466, et seq.), the Safe Drinking Water Act (14

U.S.C. § 1401, et seq.), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801, et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), and the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.).

(e) Owner represents that Owner has no actual or constructive knowledge of any material latent condition or defect on the Property that would subject Company to an Environmental Claim.

18. Insurance. Company shall at all times maintain appropriate insurance, including, without limitation, workers compensation insurance, in compliance with Colorado law for its employees or contractors involved in the conduct of operations on any portion of the Property and general public liability insurance in such amounts that are customarily maintained for operations similar to those to be conducted by Company on the Property.

19. Lien waiver. Owner waives any and all lien rights it may now or later have in equipment installed or located on the Property in connection with the Operations. Owner agrees to keep the Property free and clear of liens and shall immediately notify Company if it becomes aware of any liens filed against the Property.

20. Right to cure. As of the Effective Date, there are no defaults with respect to any assessment(s), deed(s) of trust, mortgage(s), services, taxes, utilities or other interests related to the Property. Owner shall pay as and when due all amounts Owner (or any person acting on behalf of, by, or through Owner) owes for or in connection with any: assessments, taxes or governmental charges of any kind that may at any time be lawfully assessed or levied against the Property; encumbrances; leases; mortgages; deeds of trust; other security interests; services; utilities; or other interests related to the Property and/or that may create an interest in the Property. Owner shall satisfy all non-monetary obligations of Owner associated with such matters, failing which Company may (but shall have no obligation to) pay such amounts and/or perform such obligations. In order to enable any such potential payment or performance by Company, Owner agrees to give Company notice of any Owner default in connection with the payment or performance of Owner's obligations pursuant this Section 20. Company shall when possible give Owner notice before paying such amounts or performing such obligations. In the case of such payment or performance by Company, Owner shall, within 60 days after notice from Company, reimburse Company for the amount of such payment and/or the cost of such performance, or, at Company's option, Company may offset the amounts paid or costs incurred against sums to be paid Owner under this Agreement.

21. Miscellaneous.

(a) Interpretation. Each use of the terms "Owner" and "Company" in this Agreement shall be deemed to mean such Party and its agents, employees, assigns, directors, managers, or successors in interest. In construing this Agreement, no consideration shall be given to the fact or presumption that one Party has had a greater or lesser hand in drafting this Agreement than any other Party.

(b) Notice. All notices required by this Agreement shall be in writing and shall be served personally or by first-class mail, postage prepaid to the following:

If to Owner:

Wiedeman Family Farm, LLC  
7611 West 4<sup>th</sup> Street  
Greeley, Colorado 80634

If to Company:

Operator: SRC Energy Inc.  
Person to Contact: Land Manager  
Address: 1675 Broadway, Suite 2600  
Denver, Colorado 80202  
Phone Number: 720-616-4300  
Fax: 720-616-4301

(c) Full Agreement. This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of Owner (including principals of Owner) and Company pertaining to the subject matters of this Agreement. No supplement, amendment, or alteration or modification of this Agreement shall be binding unless executed in writing by Owner and Company.

(d) Governing Law. This Agreement shall be subject to, and construed under, the laws of the State of Colorado, without regard to its conflict of law provisions, and jurisdiction and venue shall be solely in the courts of the State of Colorado, subject to the right of either Party to remove a matter to federal court.

(e) Attorney's Fees and Costs. The Parties agree that the prevailing Party in any action resulting from a breach of this Agreement will be entitled to its reasonable attorney's fees and costs incurred therein.

(f) Proportionate Reduction. Any compensation due to Owner under this Agreement shall be proportionately reduced by the percentage of Owner's fee ownership of the Property.

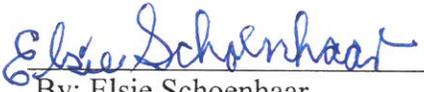
(g) Covenant Running with the Land. This Agreement is a covenant running with the land and the terms, conditions and provisions of this Agreement shall extend to and be binding upon the Parties to this Agreement, their heirs, executors, administrators, successors, and assigns. This Agreement may not be assigned by either Party without the prior written approval of the other Party, which consent shall not be unreasonably withheld. Owner will provide a copy of this Agreement to any potential successor or assign of Owner prior to the closing of any sale of all or any portion of the Property. In addition, Owner agrees to include a note on any annexation, subdivision plat, planned unit development or other land use designation for which Owner may apply to put successors or assigns on notice that the Property is subject to this Agreement.

(h) Counterparts. This Agreement may be executed by any number of counterparts, each which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 11<sup>th</sup> day of May, 2017.

OWNER:

**WIEDEMAN FAMILY FARM, LLC**



By: Elsie Schoenhaar

Title: Member

COMPANY:

**SYNERGY RESOURCES CORPORATION, DOING BUSINESS AS SRC ENERGY INC.**



By: Craig Rasmuson *CR*

Title: Vice President

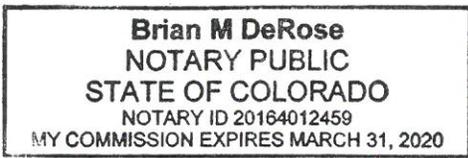
[Acknowledgments follow]

ACKNOWLEDGMENTS

STATE OF COLORADO )  
 )  
COUNTY OF Weld )

This instrument was acknowledged before me this 11<sup>th</sup> day of May, 2017,  
by **Elsie Schoenhaar**, as a **Member of Wiedeman Family Farm, LLC.**

WITNESS MY HAND AND OFFICIAL SEAL.



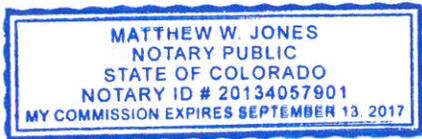
B. M. DeRose  
Notary Public

My commission expires:  
3/31/20

STATE OF COLORADO )  
 )  
COUNTY OF DENVER )

This instrument was acknowledged before me this 16<sup>th</sup> day of MAY, 2017,  
by **Craig Rasmuson** as **Vice President**, of **Synergy Resources Corporation, doing business as SRC Energy Inc.**

WITNESS MY HAND AND OFFICIAL SEAL.

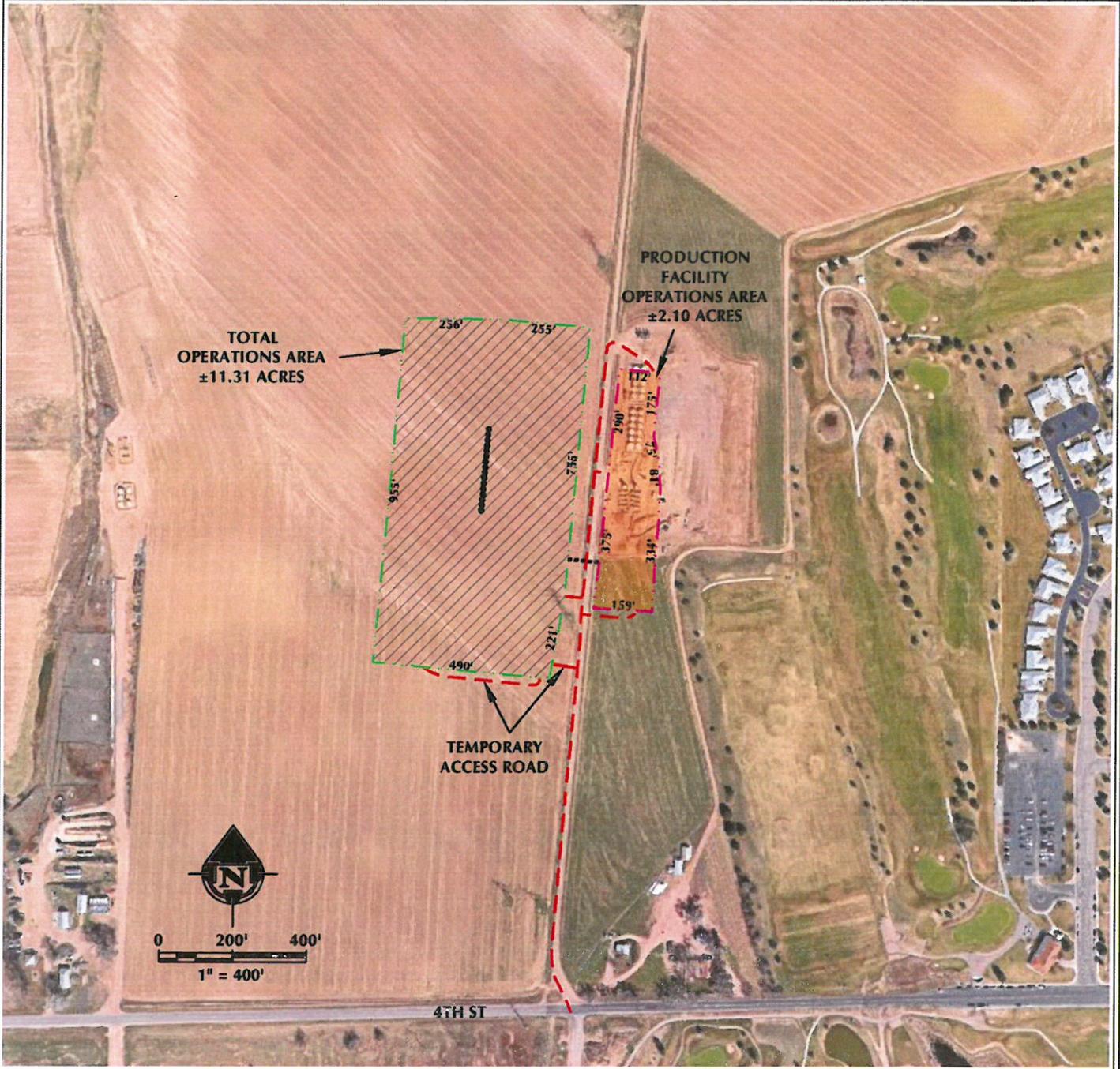


Matthew Jones  
Notary Public

My commission expires:  
9/13/2017

# EXHIBIT "A"

E1/2 NW1/4 & W1/2 W1/2 NE 1/4 SECTION 5, TOWNSHIP 5 NORTH, RANGE 66 WEST, 6TH P.M.



## LEGEND

- PROPOSED WELL LOCATION
- ▨ OPERATIONS AREA
- ▨ PRODUCTION FACILITY OPERATIONS AREA
- - - ACCESS ROAD
- ..... PIPELINE CORRIDOR



**609 CONSULTING, LLC**

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PREPARED FOR:



SRC ENERGY

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