

## AMENDED AND RESTATED SURFACE USE AGREEMENT

THIS AMENDED AND RESTATED SURFACE USE AGREEMENT (the "Agreement") is entered into this 20th day of June, 2017 ("Effective Date"), by and between Marilyn J. Schneider and Robert S. Schneider, wife and husband, whose address is 24987 CR 25, Milliken, CO 80543, for themselves and their heirs, administrators, successors and assigns (collectively, "Grantor") on the one hand, and Great Western Operating Company, LLC, a Colorado limited liability company, whose address is 1801 Broadway, Suite 500, Denver, CO 80202, and its affiliates, successors and assigns (collectively, "Grantee") on the other hand. This Agreement amends, restates and supersedes that certain Surface Location, Subsurface, Roadway, and Pipeline Easement by and between Grantor and Grantee dated March 17, 2014 and any amendments thereto, and that certain Surface Location, Subsurface, Roadway, and Pipeline Easement by and between Grantor and Grantee dated July 24, 2014 and any amendments thereto (collectively, the "Original SUAs"). Grantor and Grantee may be referred to herein individually as a "Party" and collectively as the "Parties."

A. Grantor is the surface owner of certain lands located in Weld County, Colorado, as more particularly described as follows (the "Lands"):

**Township 4 North, Range 66 West, 6th P.M.**  
**Section 7: SW4 and S2NW**

B. The Parties wish to consolidate the Original SUAs into one agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Surface Locations — Grantor hereby grants to Grantee an exclusive right-of-way and easement for two (2) surface sites on the Lands of approximately eleven (11) acres (the "Schneider South Pad") and six (6) acres (the "Schneider North Pad"), respectively, of disturbed surface area, along with the right to construct a well(s) pad on each such surface site and to drill two (2) or more oil and/or gas wells (collectively, the "Wells," whether one or more) therefrom, which will include the right to survey, construct, use, operate, maintain and repair a location for each well site, which may include all equipment necessary for constructing, drilling, completing, equipping, operating, repairing and plugging any such Wells (the "Surface Locations Easement"). The Surface Locations Easement includes the right to construct two (2) drilling pads and a production facility pad as more particularly shown on Exhibit A attached hereto. Grantee shall have the right to occupy so much of the surface of the Lands as reasonably necessary to accommodate the Wells and related oil and gas operations. The Surface Locations Easement may also be used to install, place or store any valves, tanks, pipelines, meters, separators, dehydrators, compressors, electrical lines, phone lines, wires, cables, meter houses, meter runs and any and all other devices, equipment and structures incident to, or necessary for, drilling, production, operation, plugging, injection, regulation, control, measurement, treatment, separation, processing, storing, transportation and distribution of oil, gas, petroleum products and any other liquids, gases or substances which can be transported through pipelines.
2. Subsurface — Grantor hereby grants to Grantee a right-of-way and easement as to all depths below the surface of the Lands and the right to use the subsurface, including pore space, for the purposes of drilling Wells for oil, gas and other substances from the Lands or other lands; for installing casing, tubing and other equipment therein; for reworking, recompleting, repairing, side-tracking, plugging and abandoning such Wells; for gathering information, exploring for and producing oil, gas and other substances from the Lands or other lands through such Wells; and for injecting substances into the Lands or other lands through such Wells.
3. Roadway(s) — Grantor hereby grants to Grantee a right-of-way and easement thirty feet (30') wide across those portions of the Lands generally depicted and labeled as a "Proposed Access Road" on Exhibit A attached hereto (the "Access Roads") to survey, construct, use, operate, maintain, add and repair said Access Roads to allow Grantee access (ingress and egress) to the Lands as may be needed by or necessary for Grantee's operations on the Lands (collectively, the "Access Easements"). The Access Easements may be expanded from time to time during any period(s) of rig mobilization/demobilization, construction, maintenance or repair to a width of fifty feet (50') for so long as such use is reasonably necessary for the operations being conducted, and shall revert to the permanent width of thirty feet (30') set forth above upon completion thereof. The Access Roads shall at all times be capable of providing Grantee's equipment and vehicles, including, but not limited to, oil and gas drilling, completion and workover rigs, full access to the Surface Locations Easement and all production equipment associated therewith. Grantee, its employees, agents, contractors, licensees and invitees shall have the full and free right and privilege to use the Access Roads for the transportation of persons, material, equipment, supplies, commodities and any other items related to Grantee's oil and gas operations. Any road(s) constructed or maintained under the terms hereof shall remain the sole and private property of Grantor, subject to the rights, privileges and benefits granted to Grantee herein, and such road(s) shall not be considered a public road(s).
4. Pipeline(s) — As of the Effective Date of this Agreement, there is an oil pipeline (currently operated by Saddle Butte Rockies Midstream) and a gas pipeline (currently operated by DCP Midstream) in place (collectively, the "Existing Pipeline Infrastructure") capable of transporting oil and gas produced from the Wells drilled from both the Schneider North Pad and the Schneider South Pad. Grantor hereby grants to Grantee the right to lay flowlines from the Schneider North Wells to the production facility pad located on the Schneider South Pad. Grantor further grants to Grantee the right to survey, construct, install, operate, inspect, protect, alter, maintain, improve, repair, change the size of, replace, remove and abandon in place, two (2) connector pipelines from the production facility pad on the Schneider South Pad to tie-in points in the Existing Pipeline Infrastructure for the purpose of transporting the

oil and gas from the Surface Locations Easement to oil and gas sales pipelines. Grantee shall furnish Grantor with a copy of an as-built survey for any pipeline installed under the terms of this Agreement.

5. The Surface Locations Easement and Access Easements may be collectively referred to herein as the "Easement Areas." The approximate locations of the Easement Areas are set out on the plat attached hereto and marked as Exhibit A. Grantee may, in its sole judgment, replace the preliminary plat attached hereto as Exhibit A with a final, or as-built, surveyed plat depicting the actual boundaries of the Easement Areas by recording a designation of easement location ("Designation") in the county in which the applicable Lands are situated, and any such Designation, and any exhibits thereto, shall supersede and replace that portion(s) of the Exhibit A attached hereto that has been re-surveyed and re-platted as provided herein. Grantee shall forward a copy of such Designation to Grantor as soon as practicable thereafter. In the event that any local, state or federal governmental authority with jurisdiction and authority over the matter, including, but not limited to, the Town of Milliken, Weld County or the Colorado Oil & Gas Conservation Commission ("COGCC"), requests that any portion(s) of the Easement Areas be altered in order to obtain approval from any such governmental authority, Grantor agrees to provide Grantee with an alternative location for any such portion(s) requested to be moved; such alternative location(s) shall be capable of providing Grantee with adequate room to conduct the operations contemplated hereunder, meaning a surface area(s) similar to the current Easement Areas described herein. In such case, Grantor agrees to execute an amendment to this Agreement in recordable form indicating the location of the newly formed Easement Areas.

6. Grantee has the express right, privilege and authority to construct, install, operate, maintain, repair, replace, add to and remove electric, communication and control lines above or below the Lands as may be ancillary to the rights granted in this Agreement or as may be necessary to carry out Grantee's operations.

7. Without prior, written consent of Grantee, Grantor shall not construct or permit construction within the boundaries of the Easement Areas, and Grantee shall have the right to prevent the construction within the boundaries of the Easement Areas, and the right to remove therefrom, any and all types and sizes of houses, barns, buildings, structures, permanent impoundments of water and natural or man-made obstructions, including, but not limited to, trees, brush, roots and other growth. Grantor shall not, nor permit third parties to, change the grade of the land or excavate within the Easement Areas without prior, written consent of Grantee, which consent shall not be unreasonably withheld; for the sake of clarity, Grantee shall be entitled to withhold such consent if the proposed change of grade or excavation presents an operational or safety issue for Grantee.

8. Except as otherwise set forth herein, the consideration paid pursuant to the Payment Agreement (as defined in Section 16, below) includes payment for all ordinary damages to the Lands caused or created by Grantee's reasonable and customary use of the Easement Areas, and Grantor hereby acknowledges receipt and sufficiency of said payment as full and complete settlement for all ordinary damage to the Lands arising out of the operations contemplated hereunder. Grantee shall compensate Grantor for damage to personal property or to improvements on the Lands, such as damage to buildings, fences, gates, culverts and for other such losses or physical damages caused by Grantee that extend beyond the ordinary damages caused by Grantee's reasonable and customary use of the Easement Areas for oil and gas exploration and production operations. This Agreement shall in no way diminish, lessen or remove any rights now or hereafter held by Grantee, its successors or assigns, by and through any and all oil, gas and mineral lease(s) or any other agreements that cover all or any portion of the Lands subject to this Agreement.

9. Except with respect to the Surface Locations Easement, and subject to Section 7, above, the rights-of-way and easements granted by this Agreement are non-exclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper; provided, however, that all such conveyances shall be subject to Grantee's rights, and Grantee shall not be unreasonably disturbed in the use and enjoyment of the rights granted hereunder.

10. Lien waiver — Grantor waives any and all lien rights it may now or later have in equipment installed on the Lands pursuant to this Agreement. Grantor agrees to keep the Lands free and clear of liens and shall immediately notify Grantee if it becomes aware of any liens filed against the Lands.

11. 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 Lands. Grantor shall pay as and when due all amounts Grantor (or any person acting on behalf of, by, or through Grantor) 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 Lands; encumbrances; leases; mortgages; deeds of trust; other security interests; services; utilities; or other interests related to the Lands or that may create an interest in the Lands. Grantor shall satisfy all non-monetary obligations of Grantor associated with such matters, failing which Grantee 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 Grantee, Grantor agrees to give Grantee notice of any Grantor default in connection with the payment or performance of Grantor's obligations pursuant to this Section 11. Grantee shall, when possible, give Grantor notice before paying such amounts or performing such obligations. In the case of such payment or performance by Grantee, Grantor shall, within sixty (60) days after notice from Grantee, reimburse Grantee for the amount of such payment and the cost of such performance, or, at Grantee's option, Grantee may offset the amounts paid or costs incurred against sums to be paid Grantor under this Agreement or under any mineral lease between Grantor and Grantee.

12. Grantee 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 Grantor. Grantee shall endeavor to keep the Easement Areas free of weeds and debris and to control erosion.

13. Interest in Real Property.

(a) This Agreement creates a valid, present interest in the Lands in favor of Grantee. The covenants and rights contained in and granted by this Agreement are made for the direct benefit of the Lands and shall run with and against the Lands and inure to the benefit of and bind Grantor and Grantee and their respective agents, assigns, employees, heirs, lessees, mortgagees, permittees, successors, transferees and all entities or persons claiming by, through or under them, from the Effective Date of this Agreement, and for so long thereafter as some or all of the same shall be used for the purposes which are herein granted. Grantor shall defend title to the rights granted to Grantee by this Agreement against any person claiming all or any part of such rights, whether by, through or under Grantor.

(b) Nothing in this Agreement shall be deemed to limit either Party's right to convey, sell or otherwise transfer all or any part of the Lands; provided, that any such transfer shall be subject to the terms and conditions of this Agreement.

(c) Grantor and any party acquiring some or all of the Lands from Grantor shall, within thirty (30) days after a conveyance, sale or other transfer of some or all of the Lands, provide Grantee a copy of the recorded vesting document related to the transfer, delivered in accordance with the notice provisions in Section 18. The failure to provide the required recorded vesting document shall not be a default under this Agreement; however, Grantee shall have no obligations under this Agreement to any subsequent Grantor unless and until Grantee has received such document. The Lands and the subsequent Grantor shall remain bound by the terms and conditions of this Agreement.

14. Grantor acknowledges and agrees that Grantee has consulted in good faith with Grantor as to its proposed operations in accordance with COGCC requirements, or hereby waives such requirements. Grantor expressly waives the application of any COGCC setbacks inconsistent with this Agreement.

(a) Grantor agrees not to object to the Form 2A (titled, Oil and Gas Location Assessment) 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 (titled, Application for Permit to Drill), so long as the Form 2A and any related Form 2 are consistent with this Agreement.

(b) Grantor shall not oppose Grantee in any COGCC or other governmental proceeding related to Grantee'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, so long as Grantee's position in such proceedings is consistent with this Agreement.

(c) Grantor hereby waives its right to, and covenants that Grantor shall not, protest or object to any exception location or application for the same by Grantee; provided that such exception location is otherwise consistent with this Agreement. The bottom-hole locations for each of the Wells will be determined by Grantee in its ordinary course of economic, engineering and geologic evaluations of potential oil and gas well drill sites.

(d) Throughout the term of this Agreement, Grantee is hereby expressly granted consent to locate any number of wells within the Surface Locations Easement, and for each well Grantee proposes within the Surface Locations Easement, Grantor shall fully support Grantee's efforts to permit such wells, including, but not limited to, granting consent to locate any well greater than fifty (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).

(e) Grantor hereby waives its right to object to the location of any of Grantee's facilities on the basis of setback requirements in the rules and regulations of the COGCC, as they may be amended from time to time, provided that in no event shall such waiver be construed as permitting any operation or location of any structure, improvement or equipment by Grantee outside the Surface Locations Easement. Grantee, 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. Grantor agrees not to object to Grantee's use of the surface within the Surface Locations Easement so long as such use is consistent with this Agreement. Grantor will provide Grantee, 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.

15. GRANTEE SHALL INDEMNIFY GRANTOR AGAINST ANY CLAIMS, DAMAGES, DEMANDS, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) TO THE EXTENT ARISING FROM OR RELATED TO THE NEGLIGENCE OR MISCONDUCT OF GRANTEE OR ITS EMPLOYEES, AGENTS, CONTRACTORS, OR INVITEES IN THE COURSE OF THEIR EXERCISE OF RIGHTS GRANTED BY THIS INSTRUMENT, BUT NOT TO THE EXTENT CAUSED BY GRANTOR, OR ITS EMPLOYEES, AGENTS, CONTRACTORS, OR INVITEES.

16. This Agreement is subject to that certain Payment Agreement dated July 24, 2014, by and between Marilyn J. Schneider and Robert S. Schneider and Great Western Operating Company, LLC (the "Payment Agreement"), as amended from time to time.

17. Notwithstanding any of the other provisions herein as to termination, this Agreement may be terminated by Grantee at any time by giving ninety (90) days' notice, in writing, to Grantor of such termination. In the event Grantor believes that Grantee is in default or breach of any material term of this Agreement, Grantor shall give written notice to Grantee of such alleged material default or breach and provide a written explanation detailing

Grantor's belief. Grantee shall then have ninety (90) days within which to commence to remedy any alleged material default or breach, or to assert a good-faith dispute as to the alleged material default or breach.

18. Any notice provided or permitted to be given in this Agreement must be in writing and may be given by depositing the notice in the United States mail, postage prepaid, certified with return receipt requested, and addressed to the Party to be notified. Notice deposited in the mail in the foregoing manner shall be deemed received five (5) days after it is so deposited, excluding Saturdays, Sundays and postal holidays. Notice given in any other manner shall be effective only if and when actually received by the Party to be notified. For purposes of notice, the addresses of the Parties shall be as follows until changed as herein provided:

**Grantor:**

Marilyn J. Schneider and  
Robert S. Schneider  
24987 CR 25  
Milliken, CO 80543

**Grantee:**

Great Western Operating Company, LLC  
ATTN: Land Manager  
1801 Broadway, Suite 500  
Denver, CO 80202

Either party may designate a different address for receipt of subsequent notices by notifying the other as provided in this paragraph.

19. Grantor agrees to include a note on any annexation, subdivision plat, planned unit development or other land use designation for which Grantor may apply to put successors or assigns on notice that the Lands are subject to this Agreement. Grantee may record this Agreement or a memorandum thereof, setting forth the identity of the Parties, the Effective Date and the Lands covered by this Agreement, for the purpose of notice to third parties. In all other respects, however, the Parties shall hold the provisions of this Agreement in confidence.

20. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration conducted in Denver, Colorado, and shall be administered by the American Arbitration Association under its commercial rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

21. If any clause or provision of this Agreement is invalid or unenforceable at any time under the current laws, the remainder of this Agreement shall not be affected thereby, and this Agreement shall be modified so that in place of each such clause or provision of this Agreement there will be added, as a part of this Agreement, a legal, valid and enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

22. This Agreement may be executed as one document, or in several partially executed counterparts, and the original and counterparts shall be construed together and shall constitute one instrument. The failure of one or more parties to execute this Agreement, or a counterpart hereof, shall not, in any manner, affect the validity and binding effect of the same as to the parties who execute said instrument.

23. Grantee acknowledges the fact that Grantor has an optic guide wire that controls the center pivot end sweep buried approximately three feet (3') to four feet (4') deep on the Lands. Grantee agrees to repair or replace said guide wire if damage caused to guide wire is a direct result of Grantee's operations.

24. The surface holes of all Wells to be drilled from the Schneider North Pad shall be positioned outside or between Grantor's center pivot wheels.

25. 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.

**[The remainder of this page has been intentionally left blank. Signatures and acknowledgments follow.]**

Executed as of the date of the Parties' respective acknowledgments below, but effective for all purposes as of the Effective Date first written above.

GRANTOR:

GRANTEE:

MARILYN J. SCHNEIDER

GREAT WESTERN OPERATING COMPANY

By: Marilyn J. Schneider  
Marilyn J. Schneider

By: Jeremy Conger  
Jeremy Conger, Sr. Vice President Operations

ROBERT S. SCHNEIDER

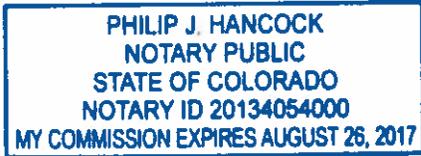
By: Robert S. Schneider  
Robert S. Schneider

ACKNOWLEDGMENTS

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2017, by Jeremy Conger, Sr. Vice President of Operations, for Great Western Operating Company, LLC.

[SEAL]

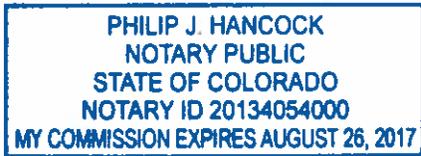


Philip J. Hancock  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2017, by Marilyn J. Schneider.

[SEAL]

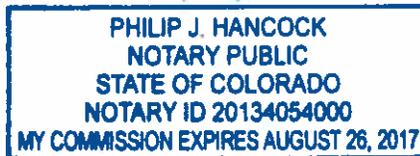


Philip J. Hancock  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2017, by Robert S. Schneider.

[SEAL]

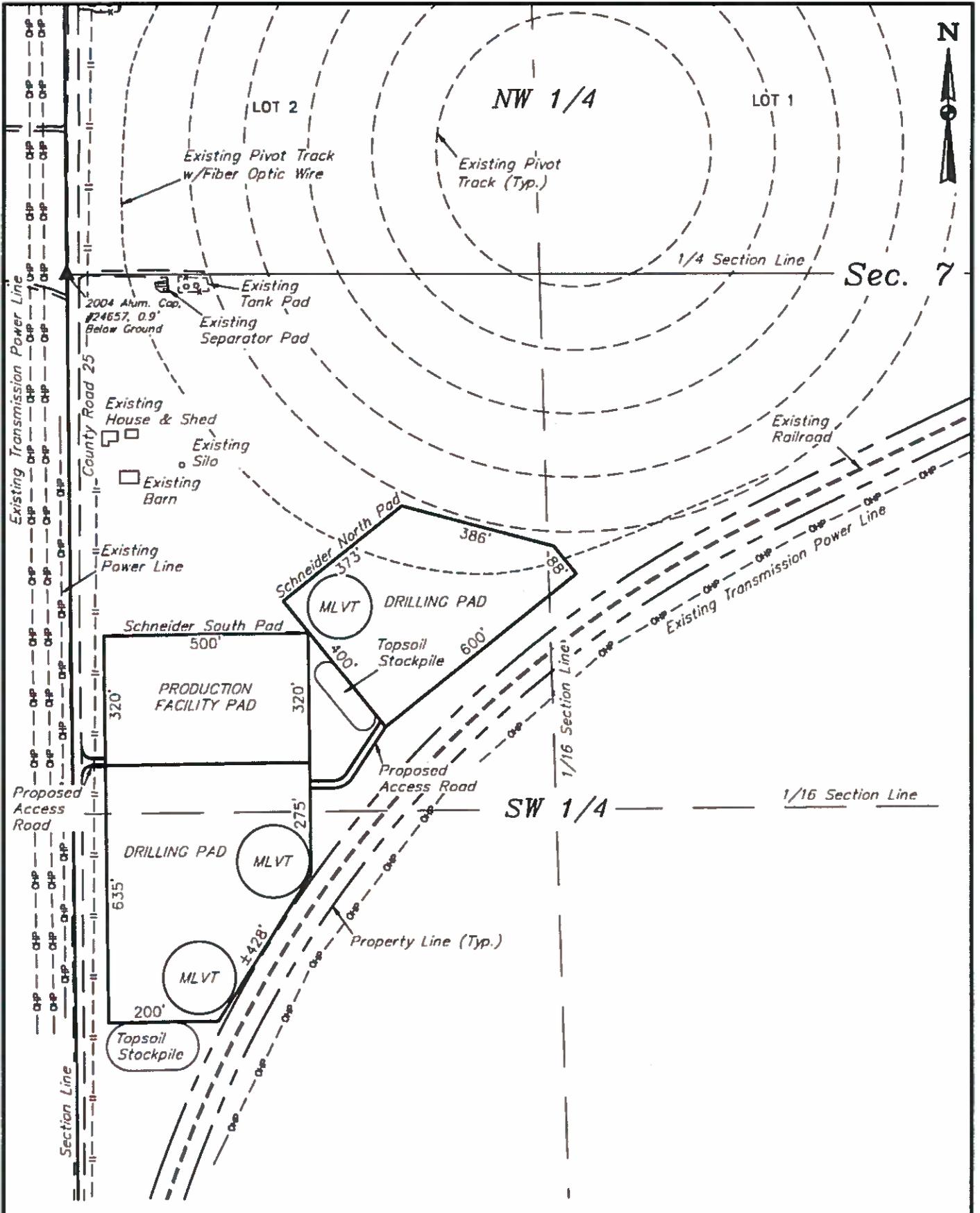


Philip J. Hancock  
Notary Public

**Exhibit A**

Attached to and made a part of that certain Amended and Restated Surface Use Agreement dated the 20th day of June, 2017, by and between Marilyn J. Schneider and Robert S. Schneider, wife and husband, as Grantor, and Great Western Operating Company, LLC, as Grantee.

**Drilling Pads, Production Facility Pad & Access Roads**



REV: 5 05-17-17 K.B. (MLVT MOVE)

**GREAT WESTERN OPERATING COMPANY**  
 SW 1/4, SECTION 7, T4N, R66W, 6th P.M.  
 WELD COUNTY, COLORADO



**UELS, LLC**  
 Corporate Office • 85 South 200 East  
 Vernal, UT 84078 • (435) 789-1017

DRAWN BY: J.W.	DATE DRAWN: 09-08-14
SCALE: NONE	
SUA	EXHIBIT