

**AMENDED AND RESTATED COMPATIBLE DEVELOPMENT
AND SURFACE USE AGREEMENT**

THIS AMENDED AND RESTATED COMPATIBLE DEVELOPMENT AND SURFACE USE AGREEMENT ("Agreement") is effective this ___ day of September, 2017, by and among the **Postle Properties III, LLC**, a Colorado limited liability company ("Owner") and **Great Western Operating Company**, a Colorado limited liability company ("GWOC") with an address of 1801 Broadway, Suite 500, Denver, Colorado 80202. GWOC and Owner may be referenced as "Party" or collectively as "Parties."

RECITALS

- A. Postle Properties owns certain real property located in Section 11 and the SW/4NW/4 and the W/2SW4 of Section 12 Township 3 North, Range 68 West, Weld County, Colorado, as more particularly delineated on **Exhibit A** attached hereto ("Described Premises"), and Owner's right to develop the surface estate is subject to the rights of the oil and gas leasehold estate, all or a portion of which is owned by GWOC.
- B. The Parties executed that certain Compatible Development and Surface Use Agreement dated May 31, 2013; that Amended and Restated Compatible Development and Surface Use Agreement, dated November 8, 2013 and that Amendment to Compatible Development and Surface Use Agreement dated August 12, 2014 (collectively the "Original SUA"), and hereby desire to amend and restate the Original SUA.
- C. GWOC is the lessee and holder of the Oil and Gas Leases covering all or parts of the Described Premises, currently operates certain wells on the Described Premises, and has the right to develop its oil and gas leasehold estate by drilling new wells ("Future Wells") on the Described Premises. Future Wells are sometimes referred to herein as "Wells."
- D. GWOC has the right to develop the oil and gas leasehold estate for certain properties located to the west of the Described Premises and as more particularly delineated on **Exhibit B** attached hereto ("Western Premises") and desires to drill additional wells on the Described Premises (the "Additional Wells") to access the oil and gas leasehold estate on the Western Premises.
- E. This Agreement provides for and is limited to the compatible development of the surface estate and the oil and gas estate for the Described Premises and the Western Premises.

NOW THEREFORE, in consideration of the covenants and the agreements set forth herein, including the representations set forth in the recitals, the Parties hereby amend and restate the Original SUA, inclusive of any prior amendments, as set forth herein and further agree as follows:

1. Oil and Gas Operations Areas and Production Facilities Area.

- (a) *Future Wells and Additional Wells:* GWOC agrees to limit its oil and gas operations conducted in connection with Future Wells and Additional Wells, to the Oil and Gas Operations

Area as depicted on **Exhibit C** attached hereto and incorporated herein by this reference as ("EXPANDED OGOA"). The EXPANDED OGOA may be used for drilling, completion, and maintenance of Future wells as depicted in **Exhibit C** and equipment, production operations, workovers, well recompletions and deepenings, fracturing, twinning, the drilling of replacement wells, and also the location and drilling of oil and gas wells that produce from and drain the Described Premises as well as lands which are pooled or communitized with the Described Premises and/or are directionally or horizontally drilled to bottomhole locations outside the Described Premises. Such area may also be used for other Future Wells and related activities so long as such wells and/or activities do not impact Owner's proposed subdivision plan for the property, as may be amended from time to time, or impede construction on any lot, common area, or roadway within the proposed subdivision. GWOC shall install and maintain in good condition, a fence around the wells drilled within the OGOAs that meet the Colorado Oil and Gas Conservation Commission's (the "Commission") fencing and landscaping requirements and/or requirements imposed by the Town of Mead or Weld County.

(b) *Production Facilities Area:* GWOC agrees to locate, build, repair and maintain tanks, separators, dehydrators, compressors and all other associated oil and gas drilling and production equipment and facilities only within the EXPANDED OGOA or the Production Facilities Area as depicted on **Exhibit C**. GWOC reserves the right to expand these facilities within the Production Facilities Area as needed to accommodate Existing, Future and Additional Wells. Such expansion, may involve, among other things, installation and connection of flowlines, installation of additional separators, combustors, and water and oil tanks. GWOC agrees that none of the foregoing facilities shall be located, constructed or expanded in such manner to increase or extend any setback beyond those shown on **Exhibit C**. GWOC agrees to use only low-profile tanks which shall be partially buried and/or bermed and GWOC shall install fencing and landscaping around the Production Facilities Area.

(c) *Set-Back of Future Construction.* Owner shall not place any permanent buildings within the EXPANDED OGOA or within two hundred (200) feet of any Wells or Production Facilities.

2. Temporary and Permanent Access.

(a) Until such time as the Described Premises are developed by Owner, access to the Oil and Gas Operations Areas and the Production Facilities Area shall be along the routes as determined by Owner. Upon development, Owner agrees to locate curb cut access to the Oil and Gas Operations Areas of no less than thirty (30) feet with a turn radius of no less than twenty-two (22) feet in width. Owner may, at its cost, install gates at the curb cut locations so long as GWOC is provided with keys and/or codes to the locking mechanisms on such gates. GWOC shall be assured of uninterrupted access to all Oil and Gas Operation Areas and no such access may be closed to GWOC until an acceptable replacement access route is available. If necessary, temporary access during construction of surface improvements by Owner will be determined at the time of construction. Any temporary access shall be at a location acceptable to GWOC and substantially similar to GWOC's existing access.

(b) Owner may relocate access roads, at its sole cost and expense, at any time provided Owner gives at least thirty (30) days' notice to GWOC. Any such relocated access road shall meet

the standards of current access roads, if such relocation should occur before development, or the standards set forth below if such relocation occurs after development.

(c) Upon development, Owner shall construct the public access roads as part of such development and shall thereafter keep the portions of access roads jointly used by both Owner and its subdivision occupants and GWOC in good condition and repair until such roads are dedicated to the local jurisdiction; provided, however, if GWOC causes damage to a portion of a road that is jointly used by both GWOC and Owner or its development occupants and which is constructed to the specifications in section 3.e.(1). GWOC agrees to promptly repair any damage that is a direct result of its use of the road.

(d) No party shall unreasonably interfere with the use by the other of an access road.

(e) Construction and Width of Access Roads.

(i) Access roads or portions of access roads that are jointly used by GWOC and Owner shall be thirty (30) feet in width; provided, however, the access road to the Production Facility Area shall be twenty (20) feet in width and Owner shall construct or improve all paved or improved joint access roads so as to withstand the weight of oilfield equipment. Specifically, Owner shall construct the roads so that they can be used to withstand the weight of 110,000 pounds and 28,000 pounds per axle.

(ii) Access roads or portions of access roads that are used exclusively by GWOC for the Oil and Gas Operations Areas shall be thirty (30) feet in width and for the Production Facilities Area shall be twenty five (25) feet in width, and GWOC shall install and maintain them to Commission standards that apply to oil and gas operations.

3. Flowlines, Pipelines and Pipeline Easements.

(a) Owner acknowledges and understands that GWOC has the right to continue to use the flowlines, pipelines and pipeline easements that it is currently utilizing to service the Existing Wells and to construct, repair, maintain and replace the flowlines and pipelines for the Existing Wells and Future Wells in the Oil and Gas Operations Areas and Production Facility Area.

(b) Easements for flow lines and pipelines to be installed for Future Wells shall be at the approximate locations as shown on Exhibit C (the "Oil and Gas Easements"). All such flow lines and pipelines shall be installed to a minimum depth of forty-eight (48) inches below the surface of the ground. The flow lines referred to in this Section 3 are not to exceed three (3) inches in diameter and shall be located in the Oil and Gas Easements. Except as otherwise agreed to by Owner, in writing, all such flow lines installed by or for GWOC shall be used only for oil or gas produced from wells included in or related to this Agreement.

(c) Locations of all pipelines and easements may be changed at the request of Owner provided that the change does not interfere with oil and gas operations and is paid for by Owner. In the event that Owner requests the relocation of an existing pipeline or flow line, GWOC will provide Owner with a written estimate of the relocation costs. Owner will remit to GWOC prior to the commencement of the relocation work. GWOC will designate the contractor to complete the work and schedule the work with Owner at the time a written estimate is presented to Owner.

After completion of the work GWOC will provide to Owner an itemized statement showing the actual cost of the work. Should the actual cost of the work be less than the estimate, GWOC will pay the difference to Owner. Should the actual cost of the work be greater than the estimate, Owner will pay the difference to GWOC within ten (10) days of receipt of the itemized statement.

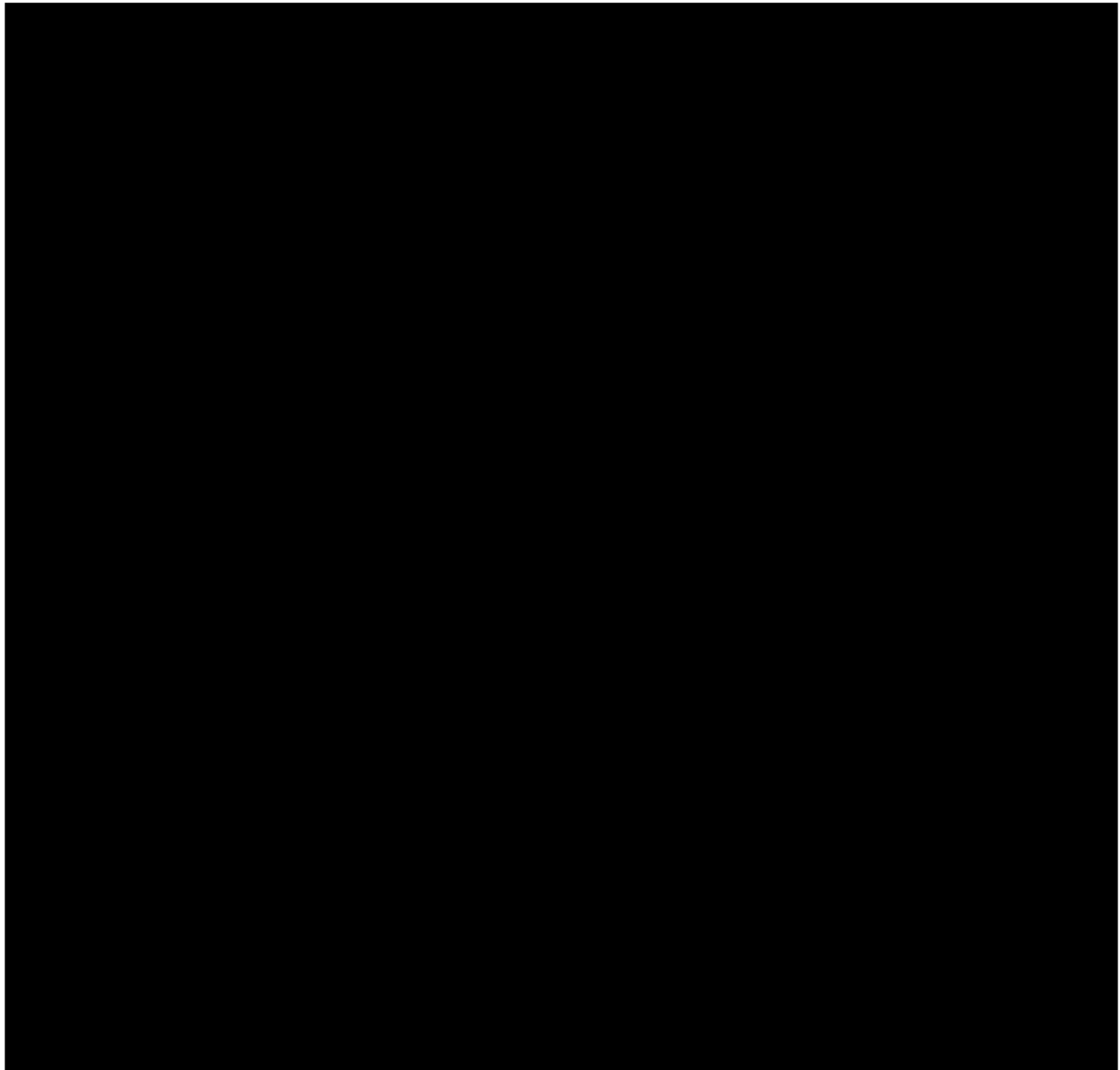
(d) Owner shall have the right to cross the pipeline easements at approximately right angles, and Owner shall also have the right to install and maintain access to such easements for utility lines, including those for water, gas, sewer, electric, telephone, cable, television and fiber optic and other pipelines that travel along, but not within, the pipeline easements provided for herein; provided however, *i)* any new underground facilities which travel along a pipeline easement identified herein shall be located a distance horizontally of at least ten (10) feet from parallel existing pipelines; *ii)* any new underground facilities shall have at least twenty-four (24) inches of vertical clearance between such new facility and a pipeline provided for herein; and *iii)* any power lines constructed by GWOC shall be in conduit and buried at least four feet below the surface so as to cause the least possible interference with Owner's existing or future uses. At such time as GWOC desires to abandon any buried power line located on the Described Premises, it shall notify Owner of such desire, and Owner shall have sixty days within which to make a written election to take over such power line for Owner's own use. If Owner elects to take over a power line, Owner shall assume all liability, costs and reclamation obligations associated therewith, and GWOC shall have no further liability, nor responsibility for costs or reclamation for the power line, or that portion thereof, which Owner elects to take over. Owner shall promptly file all necessary notices or applications. If Owner does not elect to take over a power line, GWOC shall continue to assume all liability, costs and reclamation obligations associated therewith, and Owner shall have no liability, nor responsibility for costs or reclamation for the power line. In the event Owner does not elect to take over a power line, GWOC shall de-energize and remove said power lines within sixty days after notice of Owner's decision not to take over such lines.

(e) Under no circumstances shall Owner prohibit GWOC from flowing gas through its flow lines and pipelines at any time, however, if GWOC fails to use any flow line for a period in excess of two consecutive years, the flow line shall be deemed abandoned and GWOC shall take the actions necessary to clean up, mitigate the effects of use, including purging any remaining oil or gas from the flow line and render the flow line environmentally safe and fit for abandonment in place. The pipeline easement granted herein which has been deemed so abandoned shall thereon terminate and revert to Owner, and GWOC shall execute and file the necessary releases to remove said easement from the county records. GWOC assumes all liability, costs and reclamation obligations associated with all oil or gas flowlines or pipelines abandoned by GWOC on the Described Premises, and shall remove such abandoned oil or gas flowlines or pipelines at its sole expense.

(f) GWOC shall be responsible for segregating the topsoil, backfilling, repacking, reseeding and recontouring the surface of any disturbed areas so as not to interfere with Owner's use of its property, shall reclaim all areas disturbed by its operations and activities to their pre-existing conditions. GWOC shall control all weeds, including noxious weeds, in accordance with local, state and federal ordinances, rules, regulations and statutes. GWOC shall provide Owner with a map or as-built drawing showing the surface location of all flow lines, transmission lines, and power lines after their installation. GWOC shall install metal locator strips above all lines installed. After reclamation by GWOC, Owner shall maintain a minimum ground cover of 48

inches and not more than 72 inches over pipelines and flowlines in the conduct of its operations and its construction activities on the Described Premises.

(g) Owner, its successors and assigns, hereby agrees to cooperate, with GWOC in its efforts to obtain all necessary permits, licenses and other approvals from state, county and municipal authorities for applications to drill all future wells; provided that GWOC seeks all necessary permits, licenses, and other approvals in a manner that is consistent with the terms and conditions of this Agreement and that such cooperation is at no cost or expense to Owner. GWOC, its successors and assigns, hereby agrees to cooperate, at its sole cost and expense, with Owner in its effort to obtain all zoning/platting entitlements, building permits and other approvals for surface development; provided Owner seeks all necessary zoning/platting entitlements, building permits, and other approvals for surface development in a manner that is consistent with the terms and conditions of this Agreement.



5. Accommodation of Surface Use. Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of GWOC pursuant to Commission rules and regulations and Colorado statutes to consult in good faith with Owner regarding proposed oil and gas operations on the Described Premises. Owner expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to satisfy fully, the obligation of GWOC to accommodate the Owner's use of the surface of the Described Premises, existing and future, and Owner waives any statutory or common law claims to the contrary including, but not limited to, any claims pursuant to C.R.S. 34-60-127.

6. Waiver of Setbacks and Other Requirements. Owner understands and acknowledges that the Commission has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. To the extent permitted by law or regulations, Owner hereby waives all setback requirements in Commission Rules 603 and 318A. or other rule or amendment to the Commission setback rules, and to any other state or local setback requirements, or other requirements or regulations, that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of GWOC or its lessees and assignees to explore for and produce oil and gas in accordance with this Agreement. Owner understands, and shall notify parties who purchase all or portions of the Described Premises from Owner, that GWOC may cite the waiver in this Section 6 in order to obtain a location requirement exception or variance under Commission rules or from a local jurisdiction. Notwithstanding the foregoing, this waiver shall not be deemed to modify or alter the setbacks described in this Agreement.

GWOC understands and acknowledges that the Town of Mead and/or Weld County have code provisions and other rules and regulations governing the distance between surface development and oil and gas facilities such as wells, tanks, batteries and separators. To the extent permitted by code, ordinance, rule, regulation or other applicable law, GWOC hereby waives any such setback requirements that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of Owner to develop the surface estate in accordance with this Agreement. GWOC understands that Owner may cite this Agreement as a waiver of any objections in order to obtain surface development approvals. GWOC also agrees that it will not object in any form, either directly or indirectly, to the use by Owner of the surface estate consistent with this Agreement and hereby waives any right to the use of the surface estate except as provided for herein.

7. Governmental Proceedings.

(a) **Owner Will Not Object.** Owner agrees that it will not object in any forum to the use by GWOC of the surface of the Described Premises consistent with this Agreement and hereby waives any such right to object. Owner further agrees that it will provide such other written

approvals and waivers which are reasonably requested by GWOC and consistent with this Agreement, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Described Premises that are needed because of any law or regulation, including any local ordinance and regulations of the Commission, and including, for example, waivers to state and local setback requirements and to any setback requirements from a surface Described Premises line or for an exception location.

(b) GWOC Will Not Object. GWOC agrees that it will not object in any forum to a request by Owner to annex, zone, rezone, develop, plat or replat all or any portion of the Described Premises, or to Owner's sale or development of all or portions of the Described Premises, to the extent such request, sale or development is consistent with this Agreement.

8. Subdivision Plat. Owner shall identify the Oil and Gas Operations Areas, the Production Facility Area, and all access and pipeline easements on its subdivision plats and in all applications for development that it files with a local jurisdiction, and the plats shall include restrictions that no property lines, and no temporary or permanent buildings, structures, or other improvements shall be located, constructed or installed within the Oil and Gas Operations Areas. Upon approval by the Town of Mead for recording, Owner shall record the subdivision plat in the Office of the Clerk and Recorder of Weld County and provide written evidence to GWOC within fifteen (15) days of recording.

9. Notice of Oil and Gas Operations. GWOC shall provide Owner with notice of drilling operations and subsequent well operations in accordance with Commission rules and regulations.

10. Notice of Construction Activities by Owner. Owner shall provide GWOC with thirty (30) days written notice prior to commencement of any dirt work, grading or other surface construction activities it will be conducting on the Described Premises. Owner shall meet with GWOC representatives at the Described Premises to locate existing flowlines, gathering lines or pipelines and to coordinate proposed surface construction activities with current and prospective oil and gas operations.

11. Impact Mitigation.

(a) GWOC Mitigation. GWOC agrees that it will install and maintain at its sole cost and expense such fences, gates and locks around the wells and production facilities as approved by Owner and as are required by the Commission and/or Town of Mead and/or Weld County. GWOC shall maintain the fences in good condition and repair and keep them free of weeds and debris at all times.

(b) Owner Mitigation. Owner shall bear all costs and expense to install such noise and visual impact mitigation measures it desires which are in excess of or in addition to those measures described above, provided, however, GWOC shall have reasonable discretion to refuse to allow impact mitigation measures that interfere with, or prevent, safe oil and gas operations.

12. Maintenance and Appearance. GWOC shall: keep the Oil and Gas Operations Areas, the Production Facilities Area and the Oil and Gas Easements safe and in good order; control all weeds, including noxious weeds, litter and debris; and comply with all local, state and federal ordinances, rules, regulations and statutes. GWOC shall conduct periodic trash pickup as deemed

necessary. GWOC shall comply with state and federal rules and regulations governing the presence of any petroleum products, toxic or hazardous chemicals or wastes on the Described Premises. All buildings, equipment and facilities placed in the Oil and Gas Operations Areas shall be painted in tones approved by Owner and repainted and/or repaired, as needed, to maintain a clean and first class condition and appearance. In the interests of safety and dust control, GWOC and its contractors, agents and employees shall not exceed 10 miles an hour on improved roads located on the Described Premises.

13. Termination of Rights. This Compatible Development and Surface Use Agreement and GWOC's rights and obligations hereunder will terminate upon the last to occur of: (a) termination of all of GWOC's rights under the leases; (b) complete reclamation and restoration of the surface according to the standards prescribed herein and by the state or federal rules, regulations and statutes, and approval of such reclamation by state and/or federal authorities which have jurisdiction over such reclamation; or (c) termination of this Agreement except as to the wells and facilities related thereto which are in existence and/or in process upon such termination, if any.

14. Environmental Indemnification and Liability. GWOC hereby assumes, and agrees to indemnify the Owner, its successors and assigns from, any and all environmental problems, expenses and/or liabilities that are caused by or result from GWOC's activities and/or operations on the Described Premises. Further, GWOC shall defend, indemnify and hold harmless Owner, its successors and assigns, from Environmental Claims relating to the GWOC's oil and gas operations and activities.

(a) "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 by GWOC, its contractors, agents, and/or assigns and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to any claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material.

(b) "Environmental Law" shall mean any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligations, 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. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et seq.), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601-262).

(c) GWOC retains liability for any and all environmental clean-up necessitated by leakage, spill, or introduction by any means of hazardous and toxic compounds or chemicals to the soil or water as a result of its operation or negligence and will pay all costs associated with cleanup.

(d) This Section 14 shall survive any termination of this Agreement and GWOC's activities hereunder.

15. Insurance.

(a) **Types/Coverages.** GWOC shall carry all insurance required by the laws of Colorado. In addition, GWOC shall carry the types and coverages of insurance normally carried by a prudent oil and gas GWOC conducting operations in the Denver-Julesburg Basin of Colorado, including:

(i) Worker's compensation insurance and employer's liability insurance with at least \$1,000,000 coverage per accident;

(ii) Comprehensive general liability insurance with at least \$1,000,000 coverage per accident;

(iii) Comprehensive automobile insurance and property damage insurance with at least \$1,000,000 coverage per accident; and

(iv) Excess liability insurance for the insurance policies listed above with at least \$5,000,000 coverage per accident.

(b) **Insurance Coverage of Agents, Contractors and Third Parties.** Any agent, contractor or third party acting on behalf of GWOC pursuant to the terms of this Agreement, shall be required to carry the same types of insurance, having the same or greater coverage, as is required of the GWOC.

(c) **Certificates of Insurance.** Prior to commencement of the first new Well provided for herein, GWOC will provide the Owner with certificates of insurance and other documentary proof that the Owner is named as an insured under the above-described insurance policies.

16. Reclamation and Restoration. Upon termination of any of GWOC's operations on Described Premises and/or upon drilling or completion of any wells and/or the installation of any facilities, including utilities, flow lines and roads, GWOC shall restore and level the surface of the Described Premises affected by such operations as near as possible to the contours and conditions which existed prior to such operations. GWOC shall use water bars and such other measures as appropriate to prevent erosion and non-source pollution. Where requested, GWOC shall restore all private roads, drainage and irrigation ditches disturbed by GWOC's operations as near as possible to the condition that existed prior to such operations. Any surface disturbed by GWOC's activities shall be reseeded and all noxious weeds eliminated. Any surface facilities no longer in use shall be removed and the surface restored, within one year after the date upon which GWOC ceases to use such surface facility. Reclamation upon drilling or completion of any wells shall happen as soon as reasonably practicable, but no later than six months, after said drilling or completion activities. In addition, GWOC shall follow all requirements of and in accordance with the prescribed rules and regulations of the Town of Mead and the Commission.

17. Default. In the event that the Owner or GWOC shall fail to comply with any of their duties or obligations hereunder, the other party shall so notify the defaulting party in writing by certified mail and if said default is not corrected within thirty (30) days after receipt of said notice or activity is not initiated to cure such default in those instances where said default could not be cured within said thirty (30) day period, the non-defaulting party shall have the right to terminate this agreement,

to enforce the provisions of this agreement in law or in equity and/or have such other rights and remedies as may be provided to it under the laws of the State of Colorado. The defaulting party agrees that it shall be responsible for all costs and expenses, including reasonable attorney's fees, incurred by the non-defaulting party as a result of said default as may be determined by a court of law or equity.

18. **No Warranty.** Owner makes no warranty of title in entering into this Agreement.

19. **Indemnification.** GWOC shall defend, indemnify and hold the Owner harmless from any damage, injury, claim, judgment or other liability arising, either directly or indirectly, on account of any damage or injury to any person or property resulting from the GWOC's use of or activities on the Described Premises, including use by GWOC's employees, agents, representatives, contractors, contractor's assignees, or other working interest owners.

20. **Liability for Damage Resulting from Produced Water.** GWOC shall be responsible for complying with the rules and regulations applicable to the removal and/or disposal of waters produced by its operations as established by the State of Colorado and other applicable authorities, and the GWOC agrees to indemnify, defend and hold Owner harmless from any claims, demand, judgment or liability arising as a result of damages to persons or property caused by or in connection with the removal or utilization of said water. Nothing in this paragraph shall be interpreted to allow GWOC to discharge produced water on the Described Premises. Nothing herein permits GWOC to use free of cost produced water or other water from Described Premises. In the event that GWOC seeks to use said water, GWOC shall negotiate with Owner a fair and reasonable price and location.

21. **Authority to Execute Agreement.** Each Party represents that it has the full right and authority to enter into this Agreement with respect to the surface rights or oil and gas interests or oil and gas leasehold interests that it owns in the Premises, as applicable.

22. **No Waiver of Rights.** GWOC does not waive the rights it has pursuant to its oil and gas interests to explore for, drill and produce the oil and gas underlying the Premises or for ingress and egress to the EXPANDED OGOA, and the Owner does not waive the ownership rights it has, except as specifically limited in this Agreement. Notwithstanding the foregoing, GWOC acknowledges and agrees that by execution hereof it has agreed to limit its activities as set forth herein.

23. **Communication and Contacts between Owner and GWOC.** Any notice provided for in this Agreement that is to be sent via telephone, email, first class or express mail, to the Parties shall be addressed as follows:

Owner:

Postle Properties III, LLC
3168 5th Street
Boulder, CO 80304
Attn: James Postle

GWOC:

Great Western Operating Company
1801 Broadway, Suite 500
Denver, CO 80202

24. **Successors and Assigns.** This Agreement and all of the covenants herein shall be binding upon the Parties, their successors and assigns, and the benefits of this Agreement shall inure to the Parties, their successors and assigns. This Agreement and all of the covenants herein shall be deemed to run with the land.

25. **Recording.** This Agreement shall not be recorded. The Parties agree to record a Memorandum of Agreement referencing this Agreement and terms hereof with the Clerk and Recorder of Weld County. Owner shall record the Memorandum of Agreement and provide evidence to GWOC of such recording.

26. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Colorado without reference to its conflicts of laws provisions.

27. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect. IN the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable law.

28. **Incorporation of Exhibits.** Exhibits __ through are incorporated into this Agreement by this reference.

29. **Counterpart Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original.


30. **Supersedes Prior Agreement.** This Agreement supersedes and replaces in all respects the Original SUA, inclusive of any prior amendments.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed by a duly authorized representative on the day and year first above written.

GREAT WESTERN OPERATING COMPANY, LLC,
a Colorado limited liability company

By:

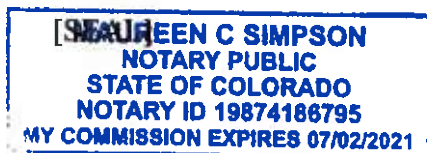

Eric Creed, Director of S

Eric Creed, ~~Director~~ of Surface Land & Permitting

[illegible]

On this 20th day of September, 2017, before me personally appeared Eric Creed, being by me duly sworn, did say that he is the Director of Surface and Land Permitting, Great Western Operating Company, a Colorado limited liability company, that he signed the foregoing instrument on behalf of said limited liability company and acknowledged the instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal the day and year first above written.



Theresa C. Simpson
Notary Public

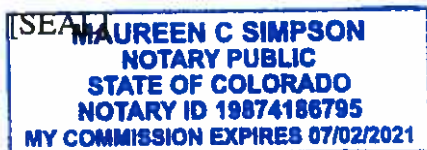
**POSTLE PROPERTIES III, LLC,
a Colorado limited liability company**

By: 
James Postle, Manager

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

On this 20th day of September, 2017, before me personally appeared James Postle, who, being by me duly sworn, did say that he is the Manager for Postle Properties III, LLC, a Colorado limited liability company, and that he signed the foregoing instrument on behalf of said limited liability company and acknowledged the instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal the day and year first above written.




Notary Public

EXHIBIT A – The Described Premises

POSTLE PROPERTIES III PARCEL:

Township 3 North, Range 68 West, 6th P.M.

Sections 2, 11 and 12:

A parcel of land being a part of the Southwest One-Quarter (SW¼) of Section Two (2) and part of the North One-Half (N½) of Section Eleven (11), Township Three (3) North, Range Sixty-Eight (68) West of the 6th P.M., Weld County, Colorado, being more particularly described:

Considering the north line of the Northeast One-Quarter of said Section Eleven (11) to bear South 89°35'25" West, and all bearings contained herein being relative thereto:

Commencing at the Southwest (SW) Corner of said Section Two (2), thence along the south line of the Southwest One-Quarter (SW¼) of said Section Two (2), North 89°10'00" East, 50.00 feet to the Point of Beginning; thence leaving the south line of the Southwest One-Quarter (SW¼) of said Section Two (2), North 00°35'52" West, 30.00 feet to a point on the northerly rights-of-way line of County Road 36; thence along said northerly rights-of-way line of County Road 36, North 89°10'00" East, 253.14 feet; thence leaving said northerly rights-of-way line of County Road 36, North 00°19'57" West, 545.00 feet; thence, North 57°43'03" East, 287.95 feet; thence, South 86°12'57" East, 328.87 feet; thence, North 89°10'00" East, 313.47 feet; thence, South 23°20'00" East, 27.33 feet; thence, South 86°20'36" East, 132.09 feet; thence, South 00°37'12" East, 633.15 feet to a point on the northerly rights-of-way line of County Road 36; thence along said northerly rights-of-way line of County Road 36 the following two (2) courses, North 89°10'00" East, 1319.32 feet; thence, North 89°35'25" East, 191.43 feet to a point; thence leaving said northerly rights-of-way line of County Road 36; South 00°24'35" East, 30.00 feet; thence, South 02°15'49" East, 265.14 feet; thence, South 59°34'55" East, 413.09 feet; thence, South 31°52'33" East, 676.54 feet to the northerly rights-of-way line of the Great Western Railway; thence, South 14°18'09" East, 80.01 feet to a point on the southerly rights-of-way line of the Great Western Railway; thence along said southerly rights-of-way line of the Great Western Railway and a curve (C1) bearing to the left which has a central angle of 24°26'28" and a radius of 1232.68 feet, the chord of which bears North 63°30'25" East, 521.85 feet and along the arc 525.83 feet; thence leaving said southerly rights-of-way line of the Great Western Railway, North 70°12'22" East, 541.06 feet; thence, South 19°47'38" East, 43.35 feet; thence, (L1), South 70°57'38" West, 32.42 feet; thence, (L2), South 11°18'01" East, 63.02 feet; thence, (L3), South 32°27'54" East, 22.86 feet; thence, (L4), South 61°23'31" East, 20.55 feet; thence, (L5), North 87°14'51" East, 24.13 feet; thence, North 70°12'22" East, 140.00; thence, North 00°18'22" East, 119.30 feet; thence, North 70°53'34" East, 592.56 feet to a point on the east line of the Northeast One-Quarter (NE¼) of said Section Eleven (11); thence along the east line of the Northeast One-Quarter (NE¼) of said Section Eleven (11), South 00°02'43" East, 976.33 feet; thence leaving the east line of the Northeast One-Quarter (NE¼) of said Section Eleven (11), South 89°25'08" West, 2640.05 feet to a point on the north-south centerline of the North One-Half (N½) of said Section Eleven (11); thence along said north-south centerline of the North One-Half (N½) of said Section Eleven (11); North 00°34'52" West, 118.54 feet to a point on the southerly rights-of-way line of the Great Western Railway; thence along said southerly rights-of-way line of the Great Western Railway, South 74°52'19" West, 2658.54 feet to a point on the easterly rights-of-way line of Interstate I-25; thence along said easterly rights-of-way line of Interstate I-25 the following three (3) courses, North 00°35'53" West, 82.64 feet; thence, North 06°14'20" West, 305.22 feet; thence, North 00°35'53" West, 1208.16 feet; thence leaving said easterly rights-of-way line of Interstate I-25, North 89°10'00" East, 500.00 feet; thence, North 00°35'53" West, 435.60 feet to a point on the north line of Northwest One-Quarter (NW¼) of said Section Eleven (11); thence, South 89°10'00" West, 500.00 feet to the Point of Beginning.

The above-described parcel contains 163.16 acres, more or less,

AND

**Exhibit A – The Described Premises
(Cont.)**

A parcel of land being a part of the East One-Half (E½) of Section Eleven (11) and part of the West One-Half (W½) of Section Twelve (12), Township Three (3) North, Range Sixty-Eight (68) West of the 6th P.M., Weld County, Colorado, being more particularly described:

Considering the north line of the Northeast One-Quarter of said Section Eleven (11) to bear South 89°35'25" West, and all bearings contained herein being relative thereto:

Beginning at the Center One-Quarter (C ¼) Corner of said Section Eleven (11); thence along the west line of the Northeast One-Quarter (NE¼) of said Section Eleven (11), North 00°34'52" West, 1161.45; thence leaving the west line of the Northeast One-Quarter (NE¼) of said Section Eleven (11), North 89°25'08" East, 2640.05 feet; thence, South 86°28'10" East, 212.69 feet; thence South 88°37'14" East, 589.99 feet; thence, South 67°28'28" East, 114.62 feet; thence, North 88°24'57" East, 180.64 feet; thence, South 83°38'23" East, 50.63 feet; thence, South 74°25'05" East, 84.82 feet; thence, South 01°10'40" West, 1056.44 feet; thence, South 30°04'15" East, 80.18 feet; thence, South 19°20'28" East, 207.73 feet; thence, South 01°04'25" East, 730.73 feet; thence South 05°10'40" East, 101.88 feet; thence, South 15°43'25" East, 238.86 feet; thence, South 89°09'20" West, 158.40 feet; thence, South 00°50'40" East, 287.16 feet; thence, South 61°14'50" East, 104.38 feet; thence, South 00°07'25" East, 1002.52 feet to a point on the southerly rights-of-

way line of County Road 34; thence along said southerly rights-of-way line of County Road 34 the following two (2) courses, South 88°58'20" West, 1311.77 feet; thence, South 89°31'48" West, 837.62 feet to a point; thence leaving said southerly rights-of-way line of County Road 34, North 00°22'40" West, 220.60 feet; thence, South 89°49'20" West, 242.93 feet; thence North 00°22'38" East, 685.77 feet; thence, South 89°48'29" West, 229.87 feet to a point on the west line of the Southeast One-Quarter Southeast One-Quarter (SE¼SE¼) of said Section Eleven (11); thence, North 00°18'50" West, 445.55 feet to the Southeast One-Sixteenth (SE 1/16) Corner of said Section Eleven (11); thence, South 89°30'34" West, 15.39 feet; thence, North 00°08'23" East, 20.94 feet; thence, South 89°23'44" West, 623.36 feet; thence, North 00°22'48" West, 794.32 feet; thence, South 88°47'27" West, 672.74 feet to a point on the west line of the Southeast One-Quarter (SE¼) of said Section Eleven (11); thence, North 00°34'53" West, 518.31 feet to the Point of Beginning.

The above described parcel contains 283.68 acres, more or less

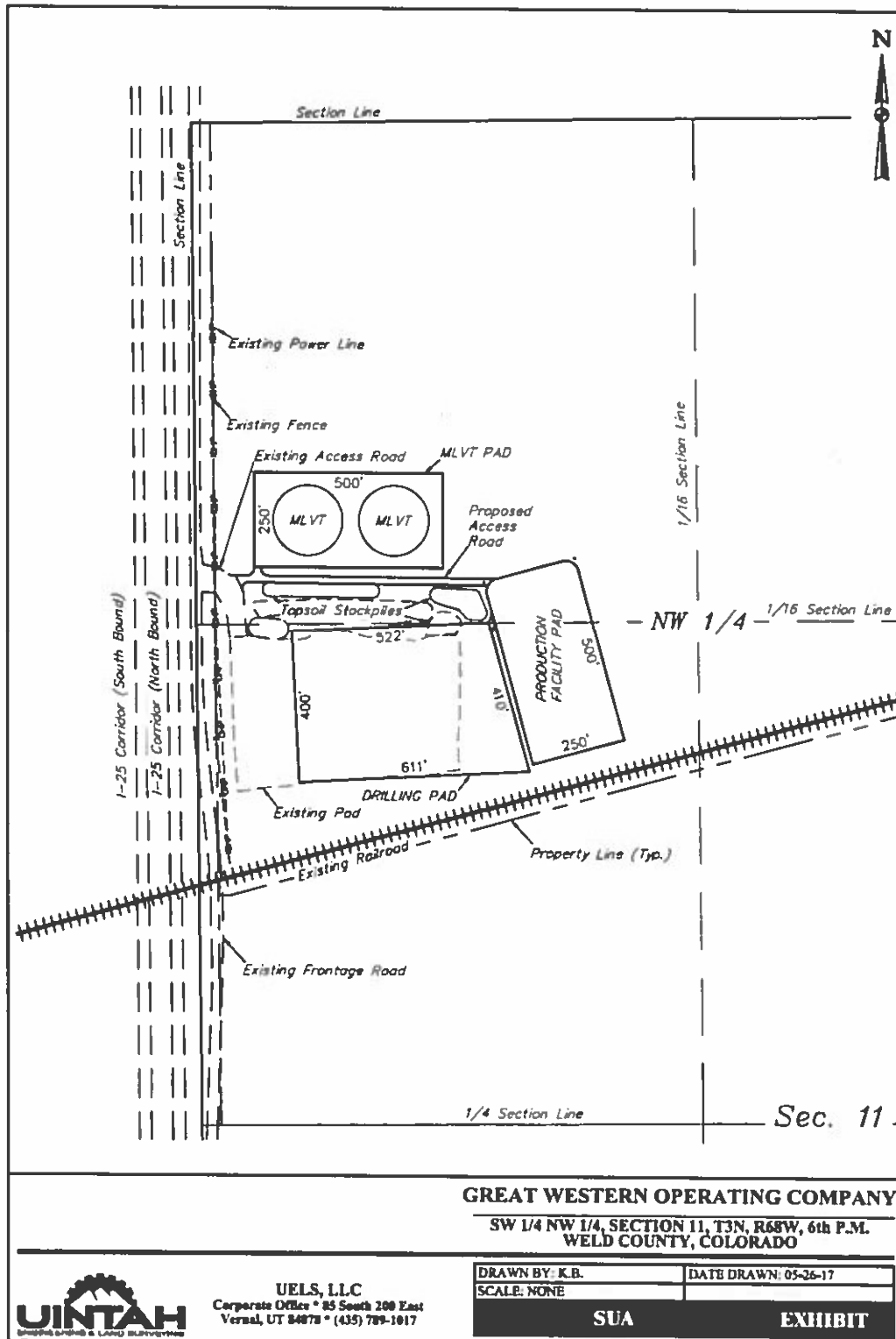
Less and Except any land in SW¼ of Section 12 and Less and Except the Great Western Railway.

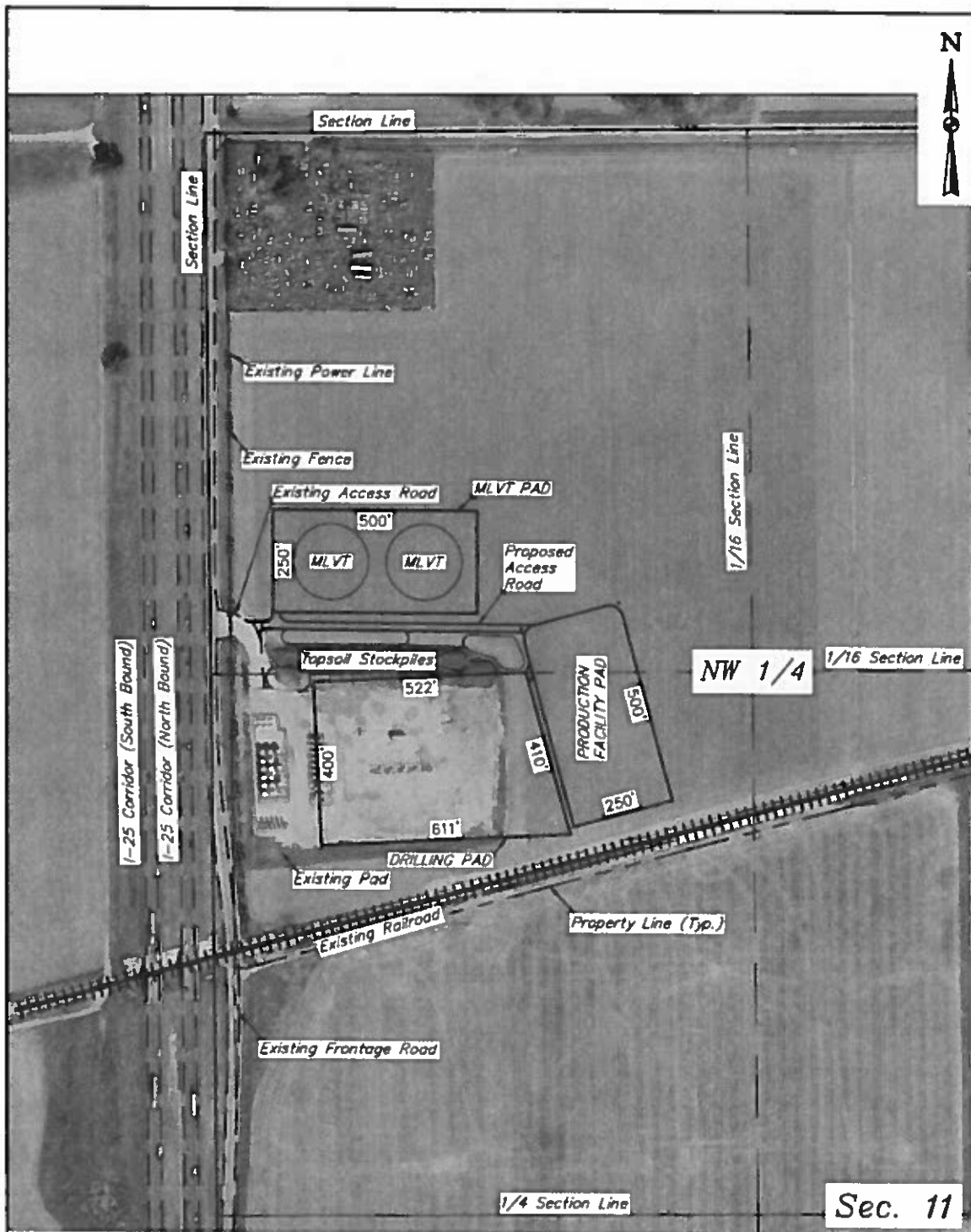
Exhibit B

The Western Premises

Sections 9 & 10, T3N, R68W of the 6th P.M., Weld County, Colorado

Exhibit C
Expanded OGOA





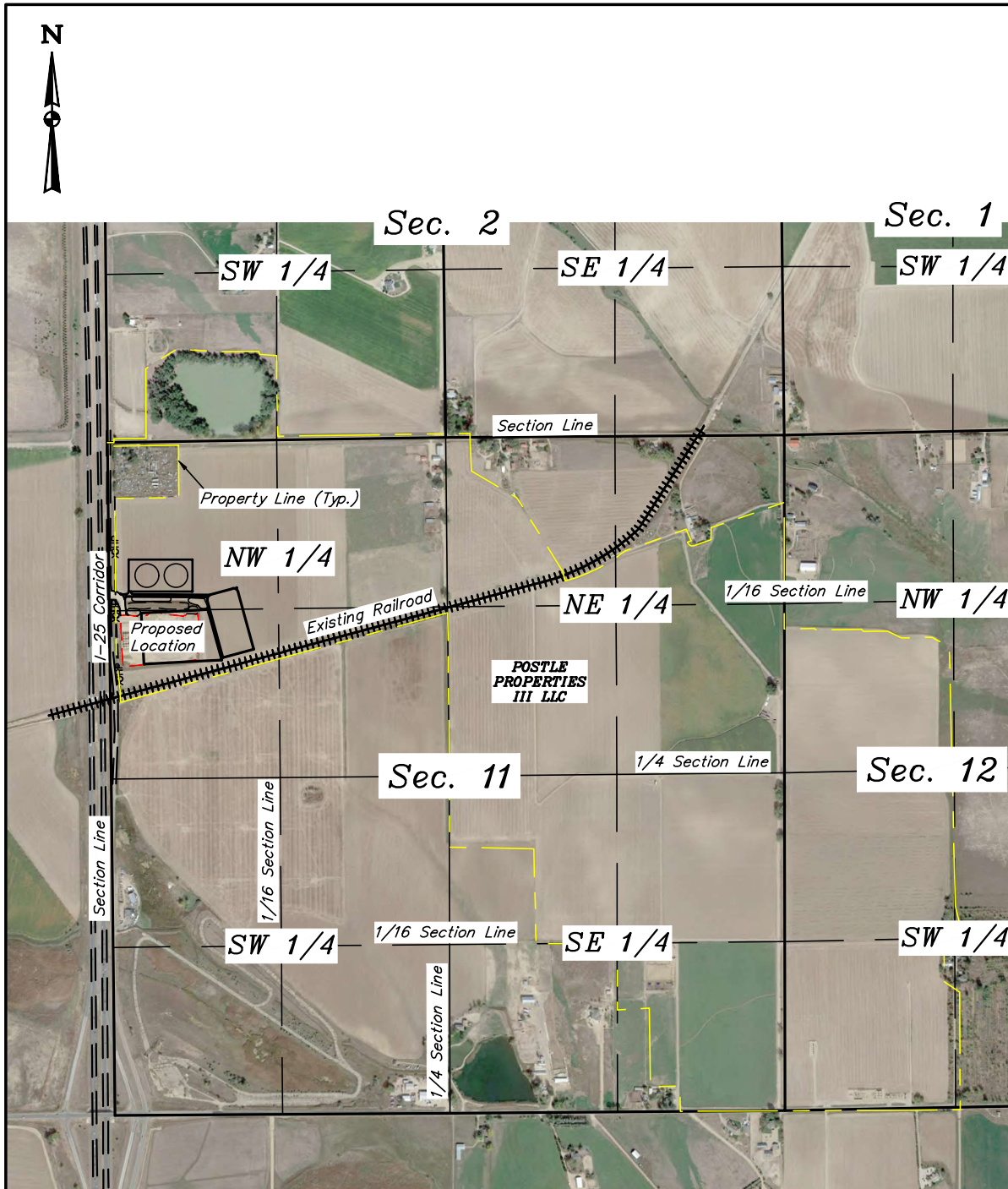
GREAT WESTERN OPERATING COMPANY

SW 1/4 NW 1/4, SECTION 11, T3N, R68W, 6th P.M.
WELD COUNTY, COLORADO



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

DRAWN BY: K.B.	DATE DRAWN: 05-26-17
SCALE: NONE	
SUA	EXHIBIT



NOTE: PARCEL DATA SHOWN HAS BEEN OBTAINED FROM VARIOUS SOURCES AND SHOULD BE USED FOR MAPPING, GRAPHIC AND PLANNING PURPOSES ONLY. NO WARRANTY IS MADE BY UINTAH ENGINEERING AND LAND SURVEYING (UELS) FOR ACCURACY OF THE PARCEL DATA.

GREAT WESTERN OPERATING COMPANY

SW 1/4 NW 1/4, SECTION 11, T3N, R68W, 6th P.M.
WELD COUNTY, COLORADO



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

DRAWN BY: K.B.	DATE DRAWN: 11-13-17
SCALE: NONE	
SUA	EXHIBIT