

SURFACE USE AGREEMENT AND GRANT OF EASEMENT

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENT ("Agreement") is entered into this 25th day of August 2017 (the "Effective Date") by and between Greeley-Rothe LLC ("Owner") whose address is 4100 E. Mississippi Ave., Suite 500 Glendale, CO 80246, and SRC Energy Inc. ("Company"), whose address is 1675 Broadway, Suite 2600, Denver, Colorado 80202 (Each of Owner and Company individually referred to herein as a "Party;" and collectively, 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 67 West, 6th P.M.

Section 1: E/2SE/4

Parcel Number(s): 095701000047

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 in the Operations Area (as defined below), during the term of this Agreement, to operate any existing wells and/or drill, construct, complete, develop, produce, maintain, re-work, and operate any future wells on the Property, 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 further hereby grants and conveys to Company the right to use the Access Road Corridor for ingress and egress on, across, and along the Property, including such additional rights of way, easements, and access necessary and advisable for Company's Operations (as defined below), provided that all of the foregoing are limited to the Access Road Corridor. Company's plan of operations includes the designated access roads and right-of-way corridor (the "Access Road and Pipeline Corridor"), tank battery site, production facility site, and other facility sites (collectively, the "Operations Area") are depicted on Exhibit A. Owner hereby grants to Company the right to nonexclusive use of the

Operations Area located on the surface of the Property and depicted in Exhibit A, or any supplement thereto, 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 Operations, including without limitation all oil, gas, well operations area, tank batteries, water tanks, other facilities or production facilities shall be located on the Operations Area, all Access Roads (as defined below) shall be located in the Access Road Corridor and Lines (as defined below) shall be located in the Pipeline Corridor, and all of Company's Operations on the Property shall be confined to the Access Road Corridor, Pipeline Corridor and the Operations Area.

2. Compensation. Company shall provide compensation in accordance with all applicable leases and 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.

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.

4. Access Roads.

(a) Grant. To the extent reasonably practical, Company shall use existing roads to access the Operations Area and Pipeline Corridor and to conduct Operations on the Property. Notwithstanding the foregoing, Owner grants to Company a non-exclusive easement on and across the Property, to construct one or more roads (an "Access Road") for ingress and egress by Company, in the event reasonably necessary for Company to access the Operations Area and Pipeline Corridor and to conduct its Operations, provided that any Access Road shall be located in the Access Road Corridor.

(b) Construction. Access Roads shall be limited to approximately 50 feet, being 25 feet on each side of the centerline, and shall be constructed in the Access Road Corridor. Culverts shall be installed at ditch and drainage crossings when requested 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. 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.

5. 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. Notwithstanding anything to the contrary in this Agreement, the Company shall confine the location of the Pipeline Corridor to what is set forth in Exhibit A and no Lines shall be located outside of the Pipeline Corridor. 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.

(b) Construction. All underground Lines shall be buried a minimum of forty-eight inches 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.

6. General Operational Requirements.

(a) Weed/Dust/Erosion Control. Company shall keep the Operations Area, Access Road Corridor and Pipeline Corridor free of weeds and debris 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.

7. 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 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, and to allocate the payments made under this Agreement, together with the Letter Agreement, to the surface tenant, surface lessee or other third party in an amount as such parties shall mutually determine between themselves. Owner agrees that all damages claimed by a surface tenant, surface lessee or other such party

resulting from the Operations shall be settled by Owner, and Owner hereby agrees to release, discharge, indemnify and hold Company harmless from and against any such claims together with any claims related to allocation of payments made under this Section 7(b), except for any claims due to Company's negligence.

8. 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 any number of wells within the Operations Area, and for each well Company proposes within the Operations Area, 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 Company in any COGCC or other governmental proceedings related to Company'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 Company's position and contemplated undertakings in such proceedings are consistent with this Agreement. Owner will provide Company 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 Company'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) Owner will not locate any lot line, building, or structure within the Operations Area, 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. 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.

9. Nonexclusive Use. 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 to grant successive easements on or across the Property, and upon consent of the Company, which shall not be unreasonably withheld, 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 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 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.

10. Default and Termination. 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.

11. Authority. Owner represents and warrants that Owner 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.

12. Reasonable Accommodation. Owner acknowledges the right to use of the surface estate of the Property by Company as herein described are expressly granted to Company, its successor, 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, shall constitute "reasonable accommodation" by Company, its successors, and permitted assigns with respect to Colorado Revised Statute 34-60-127.

13. Termination. 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 the last to occur of: (a) termination of the applicable oil and gas Lease(s) as they relate to Company(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; or (c) Company has permanently ceased Operations on

the Property, and 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 the Company has not drilled a horizontal well in the Operations Area within four (4) years from the effective date ("Deadline"), this Agreement shall automatically terminate and be of no further force and effect, unless Company provides prior written notice that it desires to extend the Deadline for one (1) year and provides Owner with the payment described in the Letter Agreement.

14. 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.

15. 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 that 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 solely 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.

16. 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.

17. Mortgages. 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.

18. 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:

Greeley-Rothe LLC
4100 E. Mississippi Ave. Suite 500
Glendale, CO 80246
Phone Number: 303-984-9800
Fax: 303-984-9874
Attention: Andrew R. Klein

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/Termination of Previous 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.

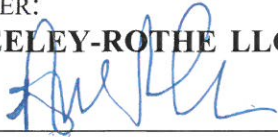
(h) Counterparts. This Agreement may be executed by any number of counterparts, each which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the Parties have executed this Agreement this 25th day of August, 2017.

OWNER:

GREELEY-ROTHER LLC

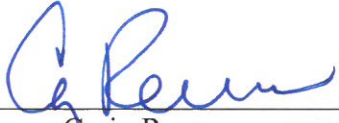


By: Andrew R. Klein

Title: Manager

COMPANY:

SRC ENERGY INC.



By: Craig Rasmuson **BD**

Title: Vice President

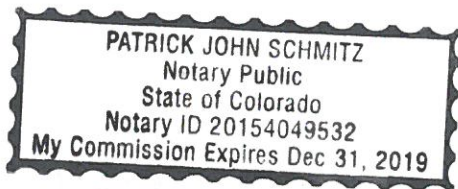
ACKNOWLEDGMENT

STATE OF COLORADO)

COUNTY OF Arapahoe)

This instrument was acknowledged before me this 17th day of August, 2017,
by Andrew R. Klein, as Manager, of Greeley-Rothe LLC.

WITNESS MY HAND AND OFFICIAL SEAL.




Notary Public

My commission expires:

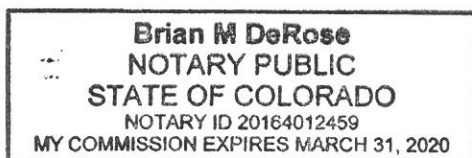
12/31/19


STATE OF COLORADO)

COUNTY OF DENVER)

This instrument was acknowledged before me this 25th day of August, 2017,
by **Craig Rasmuson** as **Vice President**, of **SRC Energy Inc.**.

WITNESS MY HAND AND OFFICIAL SEAL.




Notary Public

My commission expires:

3/31/20

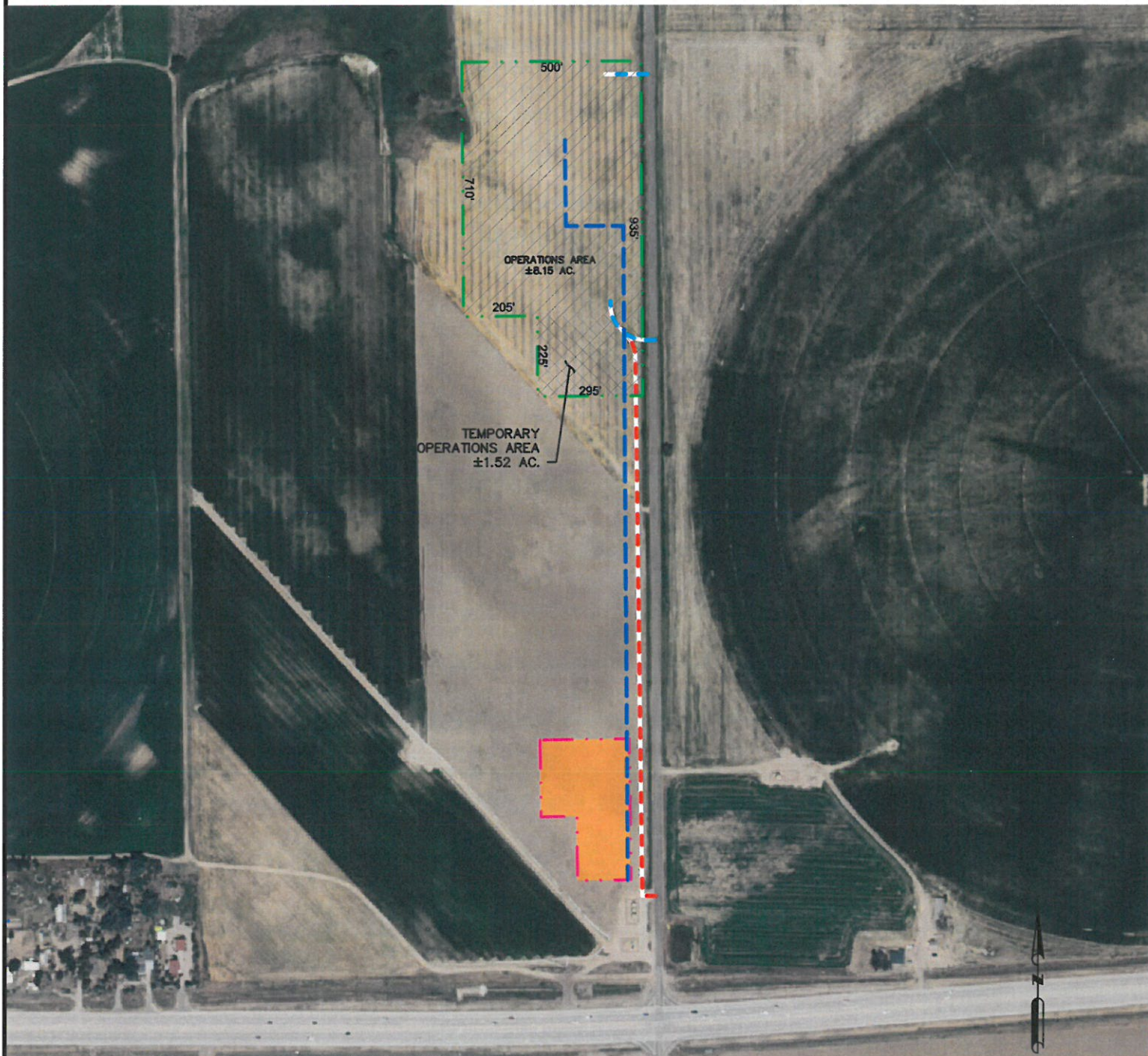
EXHIBIT "A"

Township 5 North, Range 67 West, 6th P.M.

Section 1: E/2SE/4

Parcel Number(s): 095701000047

Weld County, Colorado



LEGEND

//// = OPERATIONS AREA

XXXX = TEMPORARY OPERATIONS AREA

Orange = PRODUCTION FACILITY OPERATIONS AREA

Red dashed line = PERMANENT ACCESS CORRIDOR

Blue dashed line = TEMPORARY ACCESS CORRIDOR

Blue dashed line = PIPELINE CORRIDOR

