

## SURFACE USE AGREEMENT

This Surface Use Agreement ("Agreement") is dated and made effective this 26<sup>th</sup> day of January, 2018, and is by and between **The Antholz, LLLP**, by Bert Arthur Loper, Partner, and Linda Lucile Loflin, Partner, and each of his or her successors, herein referred to as "**Surface Owner**," whose address is 5180 Granby Circle, Colorado Springs, CO 80919 and **Confluence DJ LLC**, and its successors, herein referred to as "**Operator**," whose address is 1001 17<sup>th</sup> Street, Suite 1250, Denver, Colorado 80202. Surface Owner and Operator may be referred to collectively as "**Parties**" and individually as a "**Party**."

- A. Surface Owner owns the surface estate of those certain tract of land in the E/2 of Section 6 and the E/2 of Section 7, Township 7 North , Range 64 West, in Weld County, Colorado, containing approximately 640 acres known as (the "**Property**");
- B. Surface Owner uses the Property for agricultural and ranching purposes; and
- C. Operator shall use a total of four different areas for surface locations. Two of the areas will be approximately ten acres in size. The remaining two areas will be approximately fifteen acres in size. All four surface locations are more particularly described on the attached Exhibit A (the "**Wellsite**"); and
- D. This Agreement sets forth the Parties' rights and obligations regarding the relationship between the Surface Owner's use of the Property and Operator 's development of its oil and gas leasehold estate underlying the Property or certain adjacent lands.

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

### 1. PAYMENTS TO SURFACE OWNER

a. **Surface Use.** Prior to beginning Operations on the Property, Operator shall make a one-time payment of [REDACTED] to Surface Owner for the right to develop one well pad, including one oil and gas well, and associated production facilities, whether combined or separate, on the Property. Except as specifically set forth in Sections 1.b, 1.c, 1.d, and 1.e below, this payment shall be in full settlement and satisfaction for all reasonable and normal damages and impacts growing out of, incident to, or in connection with the Operations on the Property. The term, "**Operations**" means those activities Operator or its designated agent conducts in furtherance of its development of its oil and gas leasehold estate, including drilling, stimulating, completing, deepening, restimulating, recompleting, reworking, producing, maintaining, equipping, plugging, and abandoning of any wells; installing and operating pipelines, production facilities, gathering facilities and emission controls; and constructing, maintaining and reclaiming the well pad, production facilities, pipelines, utilities, and access roads (the well pad and production facilities, whether combined or separate, are collectively referred to as the "**Wellsite**").

b. **Additional Wells.** After drilling the first oil and gas well, Operator shall make a one-time payment of [REDACTED] to Surface Owner for each additional oil and gas well drilled prior to the proposed spud date for such well.

c. **Pipelines.** For each oil, gas, or water pipeline, Operator shall make a one-time payment to Surface Owner of [REDACTED] per rod. Such payment shall be due prior to the start of construction of the pipeline. **In the event that Operator is required to repair, replace, maintain, place additional pipelines or perform any additional work within the Pipeline Easement during the term of this Agreement, Operator shall compensate Owner for damages occurring to the surface of the land for which the Owner is using the surface.**

d. **Wellsite Expansion.** In the event that the wellsite should need to be expanded, due to additional wellbores or any reason to assist in production, Operator shall pay Surface Owner an amount of [REDACTED] per acre for additional land needed for wellsite, **not to exceed 18 acres in size, unless otherwise approved by Surface Owner.**

e. **Roads.** Operator agrees to pay to Surface Owner [REDACTED] per rod for any road needed across Surface Owners property to access wellsite.

## **2. AREA FOR WELLSITE AND OTHER OPERATIONS.**

Surface Owner hereby grants and conveys to Operator an easement covering those portions of the Property depicted on the attached **Exhibit B** (the "**Oil and Gas Operations Area**") for Operator or its designated agent to construct and operate the Wellsite and conduct other Operations. Within the Oil and Gas Operations Area, Operator may locate, build, repair and maintain roads, wells, pipelines, tanks, separators, dehydrators, compressors, utilities and other equipment reasonably appropriate for its Operations. Except for the Oil and Gas Operations Area, and the access corridor for roads, pipelines, and utilities as provided in Section 5, Operator shall not occupy the surface of the Property except in the event of an emergency or for reasonable incidental, temporary and non-damaging activities.

## **3. WELL LOCATIONS.**

Operator shall construct the Wellsite within the Oil and Gas Operations Area, and such Wellsite may contain horizontal and directional wells that produce from and drain lands other than the Property provided that such lands are validly pooled with all or any portion of the lands included in Operator's lease covering the Property and that such locations are authorized by the Colorado Oil and Gas Conservation Commission ("**COGCC**"). As part of the consideration for this Agreement, Surface Owner hereby waives its right to, and covenants that it shall not, protest or object to any application or request by the Operator seeking COGCC authorization to produce from and drain such lands. Absent prior, written consent from the Surface Owner, Operator is prohibited from drilling new wells on any portion of the Property outside of the Oil and Gas Operations Area.

## **4. SETBACK REQUIREMENTS.**

Surface Owner will not locate any new lot line, building, or structure within any Oil and Gas Operations Area. Surface 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 and surface property lines, among other things. In order to give full effect to the purposes of this Agreement, Surface Owner hereby waives its right to object to the location of any of Operator's facilities on the basis of setback requirements in the rules and regulations of the COGCC, as they may be amended from time to time. Surface Owner further and similarly waives its right to object 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 Operator to conduct Operations in accordance with this Agreement. Operator 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 having jurisdiction. Surface Owner agrees not to object to Operator's use of the surface in the Oil and Gas Operations Area so long as such use is consistent with this Agreement. Surface Owner will provide Operator with whatever written support Operator may reasonably require to obtain permits from the COGCC or any local jurisdiction.

## **5. ACCESS CORRIDOR FOR ROADS, PIPELINES, AND UTILITIES.**

Surface Owner hereby grants and conveys to Operator an easement to construct, maintain, inspect, and operate roads, pipelines, and utilities along the access corridor depicted on the attached **Exhibit C** ("**Access Corridor**") and shall have access to the Property for any Operations related to such roads, pipelines and utilities using the Access Corridor and as otherwise provided in this Agreement.

a. **Roads.** Operator shall use existing roads to the extent practicable. Operator shall locate and design any new roads in coordination with the Surface Owner and will seek to minimize the surface impact and any interference with Surface Owner's use of the Property to the extent practicable. During the term of this Agreement, Operator shall ensure that any new roads are properly maintained and that its Operations do not materially decrease the quality of existing roads. Upon termination of this Agreement, Operator shall reclaim any new roads as required by the applicable state and local laws and regulations.

b. **Pipelines.** All pipelines shall be buried to a depth of approximately forty- eight (48) inches below the surface. Operator shall provide Surface Owner with a map depicting the location of all such pipelines after their installation. During the term of this Agreement, Operator shall provide for the maintenance, repair and replacement of all such pipelines. Upon termination of this Agreement, Operator shall undertake such pipeline reclamation as is required by the applicable state and local laws and regulations.

c. **Utilities.** Operator shall use existing power lines to the extent practicable. Operator shall locate and construct any new power lines in coordination with the Surface Owner and will seek to minimize any interference with Surface Owner's use of the Property to the extent practicable. During the term of this Agreement, Operator shall provide for the maintenance, repair and replacement of any new power lines. Upon termination of this Agreement, Operator shall de-energize and reclaim such new power lines as required by the applicable state and local laws and regulations.

d. **General.** Although this Agreement is intended to confine the placement of roads, pipelines, and utilities to the Access Corridor, this Agreement does not limit Operator's ultimate right to make all necessary well connections to any well or access its Wellsite.

## **6. OPERATOR ACCESS.**

Surface Owner shall provide Operator with continuous access to the Oil and Gas Operations Area and the Access Corridor. Surface Owner shall not inhibit Operator's access to the Oil and Gas Operations Area and the Access Corridor or inhibit Operator's Operations within the Oil and Gas Operations Area and the Access Corridor by landscaping or other improvements, unless otherwise agreed upon between Surface Owner and Operator.

## 7. MITIGATION MEASURES.

Operator shall comply with the following mitigation measures:

- a. **Fences.** Operator shall install and maintain, at its sole cost and expense, all fences around its facilities that the COGCC rules require;
- b. **Gates.** Operator shall install and maintain, at its sole cost and expense, all gates and locks reasonably necessary for the security of its wells or facilities. Such gates and locks shall be the standard gates and locks used by Operator;
- c. **Facility Paint.** Operator shall paint any production facilities for any wells, including wellhead guards, as required by the COGCC rules;
- d. **Weed Control.** Operator shall keep the Property as free as practicable of noxious weeds caused by its Operations;
- e. **Dust.** Operator shall limit dust from its Operations to the extent practicable, but this obligation does not require Operator to hard surface any roads;
- f. **Mud.** Except in case of emergency, no construction or maintenance activities will be performed during periods when the soil is too wet to adequately support vehicles or construction equipment. If vehicles or equipment create ruts in excess of two (2) inches deep, then the soil shall be deemed too wet to adequately support vehicles or construction equipment;
- g. **Cattle Guards.** Operator shall install and maintain cattle guards or fences as agreed upon by Operator and Surface Owner and as necessary to control livestock movement on the Oil and Gas Operations Area and the Access Corridor consistent with normal livestock management practices and Operator's Operations;
- h. **Reclamation.** Operator shall restore the Oil and Gas Operations Area and the Access Corridor consistent with the requirements of the COGCC; and
- i. **Prohibited Activities.** Operator shall not construct any living quarters on the Property. None of Operator's employees, agents or contractors shall carry firearms, fishing equipment, or any weapon while on the Property, and such persons shall not hunt or fish on the Property. No dogs will be permitted on the Property. No explosives shall be used on the Property except in connection with well completion activity. Operator shall notify all of its employees, agents and contractors entering the Property on Operator's behalf that no dogs, firearms, fishing equipment, weapons, hunting, fishing or recreational activities will be allowed on the Property.
- j. **CRP Contract.** Operator agrees to reimburse Surface Owner for any costs, expenses, losses, or penalties of Surface Owner from Operator's operations on any portion of the Property which is covered by a Conservation Reserve Program Contract, including any reseeding expenses. The foregoing shall include any refund of payments to CFSA and any interest or penalties incurred.

## 8. NOTICE OF OPERATIONS.

- a. **Written Notice.** Operator shall provide at least seven (7) days prior written notice to Surface Owner of any Operations in connection with the reworking, fracturing, deepening or recompleting of any existing well, or the construction of any new road, pipeline, or utility line on the Property. Operator shall provide at least fourteen (14) days prior written notice to Surface Owner prior to the drilling of any new well. Regardless of the foregoing notice requirements, Operator shall have immediate access to any of its facilities in the event of an emergency.

b. **On-Site Meeting.** After receipt of the above notice, but not less than five (5) working days prior to Operator's mobilization on the Oil and Gas Operations Area, either Operator or Surface Owner may request an on-site meeting. The purpose of the meeting will be to inform Surface Owner of the expected activity and to coordinate site access, hazards, barricades, restoration or any other issues that affect the use and safety of the Property.

c. **Waiver.** Surface Owner agrees that Operator's compliance with the procedures set forth in this Section 8 shall be deemed to satisfy all state and local notice, consultation, meeting, and hearing requirements, including without limitation the notice requirements imposed by COGCC Rule 305, the consultation and meeting requirements imposed by COGCC Rule 306, and the hearing requirements imposed by COGCC Rule 503, as such rules may be amended from time to time. Surface Owner consents to Operator's activities on the Property pursuant to the notice requirements in this Section 8 and, to the extent permitted by law, Surface Owner waives enforcement of any government notice and consultation requirements in excess of the requirements in this Section 8. Upon request by Operator, Surface Owner will provide a separate written waiver for filing with the COGCC or other governmental authority.

## **9. DRILLING AND COMPLETION OPERATIONS.**

Operator shall endeavor to diligently pursue any drilling operations to minimize the total time period and to avoid rig relocations or startup during the course of drilling. Surface Owner waives any objections to continuous (i.e., 24-hour a day) drilling operations.

## **10. GOVERNMENTAL PROCEEDINGS.**

Surface Owner shall not oppose Operator in any agency or governmental proceedings, including but not limited to the COGCC, Weld County, or other governing body proceedings, related to Operator's Operations on the Property, including but not limited to drilling, workovers, well deepenings and recompletions, provided that Operator's position in such proceedings is consistent with this Agreement.

## **11. RELOCATION**

Surface Owner may request the relocation of surface facilities and new roads, pipelines, and utilities. Operator shall not unreasonably refuse such requests. In the event Surface Owner seeks relocation of such infrastructure, Surface Owner shall notify Operator of its request in writing, Operator shall provide a good faith written estimate of the cost of relocation, and Surface Owner shall either confirm or withdraw its request in writing within thirty (30) days of receipt of the estimate. If Surface Owner confirms its request, Operator shall relocate the infrastructure as requested and provide an invoice for the actual cost of relocation, and Surface Owner shall pay the invoiced amount within thirty (30) days.

## **12. LIMITATION OF LIABILITY, RELEASE AND INDEMNITY.**

a. No Party shall be liable for, or be required to pay for, special, punitive, exemplary, incidental, consequential or indirect damages to the other Party for activities undertaken within the scope of this Agreement.

b. Except as to claims arising out of pollution or environmental damage (which claims are governed by Section 13 below), each Party shall be and remain responsible for its own liability for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other costs associated therewith (all of the aforesaid herein referred to collectively as "**Claims**"), arising out of or connected with such Party's ownership or operations on the Property, no matter when asserted, subject to applicable statutes of limitations. Each

such Party shall release, defend, indemnify and hold the other Party, its officers, directors, employees, agents, and successors and assigns, harmless against all such Claims. This provision does not, and shall not be construed to, create any rights in persons or entities not a party to this Agreement, nor does it create any separate rights in Parties to this Agreement other than the right to be indemnified for Claims as provided herein.

### **13. ENVIRONMENTAL INDEMNITY.**

The provisions of Section 12 above, except for Section 12(a), shall not apply to any environmental matters, which shall be governed exclusively by the following, subject to the limitations of Section 12(a) above:

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 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 or relating to asbestos or to naturally occurring radioactive material. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by either Party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party;

b. **"Environmental Laws"** shall mean any laws, regulations, rules, ordinances, or order of any 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. §§ 1401-1450), 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. §§ 2601-2629); and

c. **Environmental Indemnification.** Operator shall protect, indemnify, and hold harmless Surface Owner from any and all Environmental Claims relating to the Property or oil and gas leasehold thereunder that arise out of Operator's use of the Property. Surface Owner shall fully protect, defend, indemnify and hold harmless Operator from any and all Environmental Claims relating to the Property that arise out of Surface Owner's use of the Property.

### **14. NOTICE OF CLAIM FOR INDEMNIFICATION.**

If a Claim or Environmental Claim is asserted against a Party for which the other Party would be liable under the provisions of Section 12 or 13 above, it is a condition precedent to the indemnifying Party's obligations hereunder that the indemnified Party give the indemnifying Party written notice of such Claim or Environmental Claim setting forth all particulars of the claim, as known by the indemnified Party, including a copy of the claim (if it is a written claim). The indemnified Party shall make a good faith effort to notify the indemnifying Party within five

(5) days of receipt of a Claim or Environmental Claim and shall provide such notice in all events within such time as will allow the indemnifying Party to defend against such Claim or Environmental Claim.

### **15. REPRESENTATIONS.**

Each Party represents that it has the full right and authority to enter into this Agreement.

**16. SUCCESSORS.**

This Agreement shall bind and inure to the benefit of the Parties and their respective heirs, devisees, executors, administrators, successors and assigns, and it shall be a covenant running with the land.

**17. TERM.**

This Agreement shall become effective when it is fully executed and shall remain in full force and effect until Operator's leasehold estate expires or is terminated, and Operator has plugged and abandoned all wells owned an or in part by Operator and complied with the requirements of all applicable oil and gas leases pertaining to removal of equipment, reclamation, cleanup and all other applicable provisions of the leases and existing laws and regulations. **However, and notwithstanding the foregoing, this Agreement shall terminate on February 1, 2028, unless prior to that date Operator has paid to Surface Owner the payment required by Section 1.a hereinabove in the total amount of** [REDACTED]

**18. NOTICES.**

Any notice or other communication required or permitted under this Agreement shall be sufficient if deposited in U.S. Mail, postage prepaid, addressed to each of the following:

**If to Operator:**

Confluence DJ LLC  
1001 17<sup>th</sup> Street, Suite 1250  
Denver, CO 80202

**If to Surface Owner:**

The Antholz, LLLP  
Attn: Linda L. Loflin  
5180 Granby Circle  
Colorado Springs, CO 80919

Either Party may, by written notice so delivered to the other Party, change the address or individual to which delivery shall thereafter be made.

**19. MEMORANDUM OF AGREEMENT.**

This Agreement shall not be recorded, but the Parties shall execute a memorandum of surface use agreement and record the memorandum in the records of Weld County, Colorado.

**20. SURFACE DAMAGES.**

Surface Owner hereby waives all surface damage payments pursuant to any COGCC or local regulation, state statute, common law or prior agreement, for each and every well that is drilled, tank battery and emissions control device located on the Property within the Oil and Gas Operations Area and also including but not limited to any access road, utility, or pipeline Operator constructs on such Area or the Access Corridor. Operator may provide a copy of this Agreement to the COGCC as evidence of this waiver.

**21. ARBITRATION.**

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.

**22. APPLICABLE LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to its conflict of laws provisions.

**23. ENTIRE AGREEMENT.**

This Agreement sets forth the entire understanding among the Parties regarding the matters addressed, and supersedes any previous communications, representations or agreements, whether oral or written. This Agreement shall not be amended, except by written document signed by the Parties.

**24. INTERPRETATION.**

The section headings and numbering system in this Agreement are for convenience only and are not intended to define or limit the scope of any provision. This Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions.

**25. REASONABLE ACCOMMODATION.**

The Parties acknowledge that this Agreement constitutes "reasonable accommodation" of their respective rights under C.R.S. § 34-60-127. Nothing in this Agreement shall be used as evidence of what may be required to satisfy the "reasonable accommodation" obligations of either Party or any other person with respect to any other land.

**26. EXECUTION AND BINDING EFFECT.**

This Agreement may be executed in any number of counterparts each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument, and shall be binding upon and inure to the benefit of the Parties, and each of their respective heirs, executors, administrators, successors and assigns and is executed by the Parties as of the effective date set forth above.

**27. CONFIDENTIALITY CLAUSE**

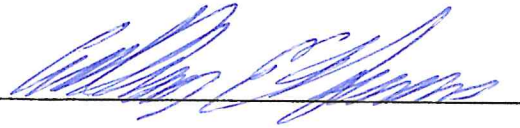
Surface Owner agrees to keep this Agreement and all negotiations leading up to or relating to this Agreement, confidential and proprietary between the parties hereto. Surface Owner shall not disclose the substance of this Agreement to any person or entity not subject to this Agreement unless required by law. Provided, however, that Surface Owner may provide a copy of this Agreement to any financial agent, legal agent, potential successor, purchaser or assign of the Subject Lands prior to closing of any sale of any portion of the Subject Lands.



The Parties have executed this Agreement as of the day and year first above written.

**OPERATOR:**

**Confluence DJ LLC**

By 

Printed Name: William E. Nicas

Title: Sr. VP Land and Business Development

**SURFACE OWNER:**

**The Antholz, LLLP**

  
By: Bert Arthur Loper, Partner

  
By: Linda Lucile Loflin, Partner

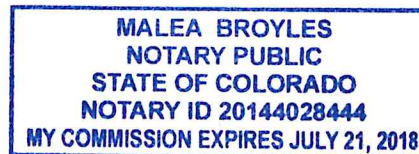
ACKNOWLEDGMENTS

STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF DENVER     )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2018 by William E. Nicas, Sr. VP Land & Business Development of Confluence DJ LLC, on behalf of such corporation.

Witness my hand and official seal.

Notary Public: Malea Broyles  
My Commission Expires: 7.21.2018

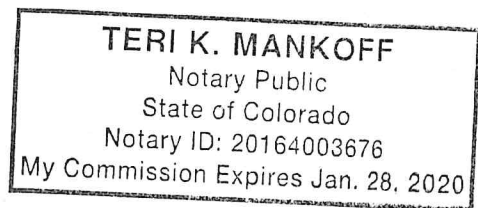


STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 26 day of  
January, 2018 by Bert Arthur Loper, Partner of The Antholz, LLLP, on behalf of said  
Partnership.

Witness my hand and official seal.

Notary Public: Teri K. Mankoff  
My Commission Expires: 1-28-2020

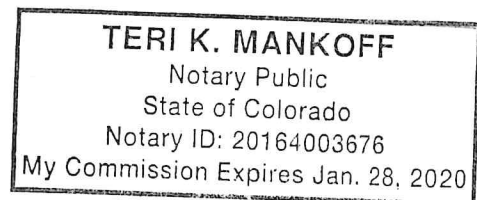


STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 26 day of  
January, 2018 by Linda Lucile Loflin, Partner of The Antholz, LLLP, on behalf of said  
Partnership.

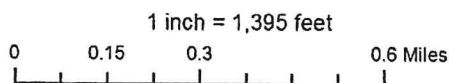
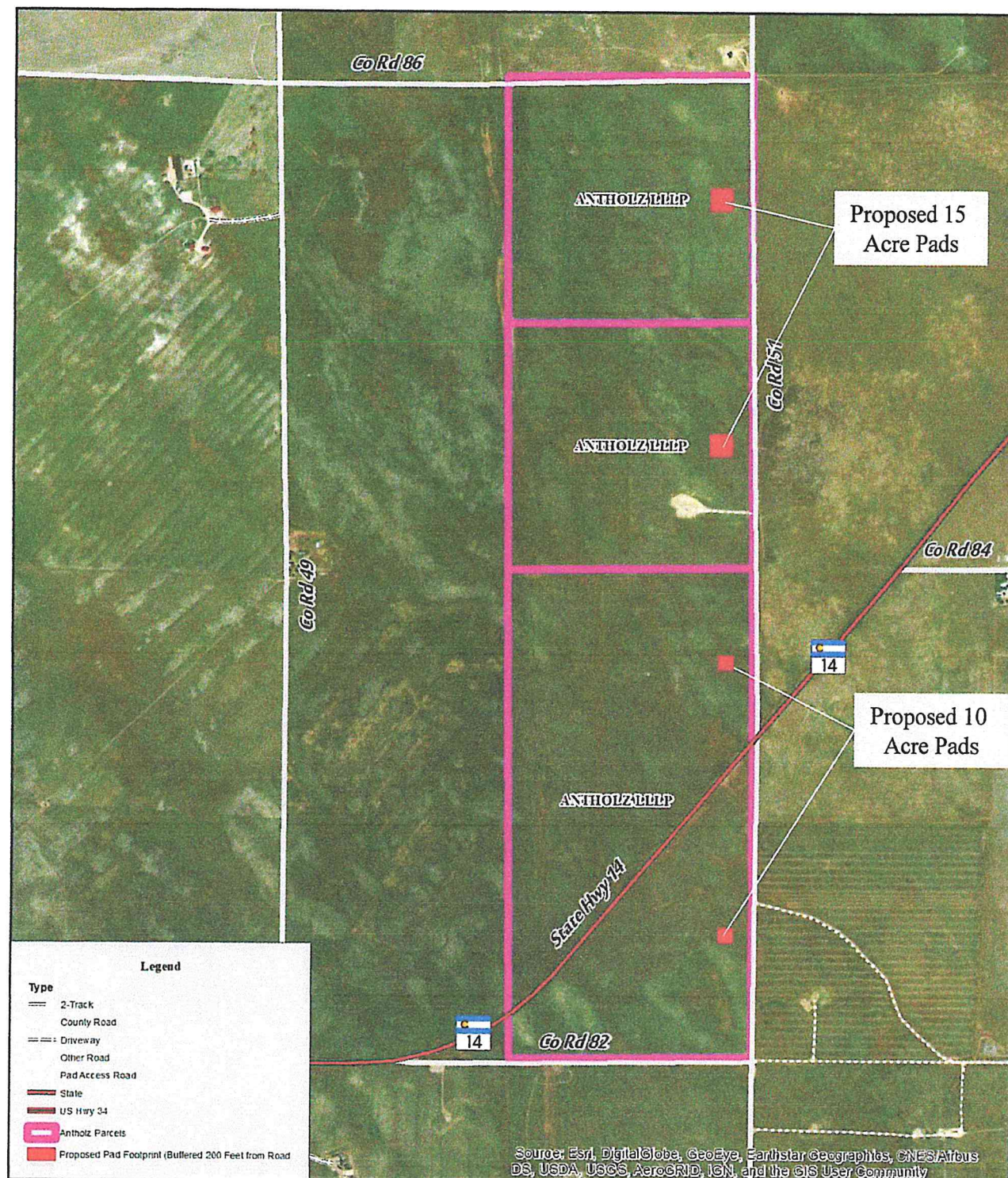
Witness my hand and official seal.

Notary Public: Teri K. Mankoff  
My Commission Expires: 1-28-2020





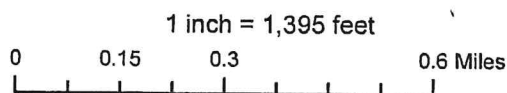
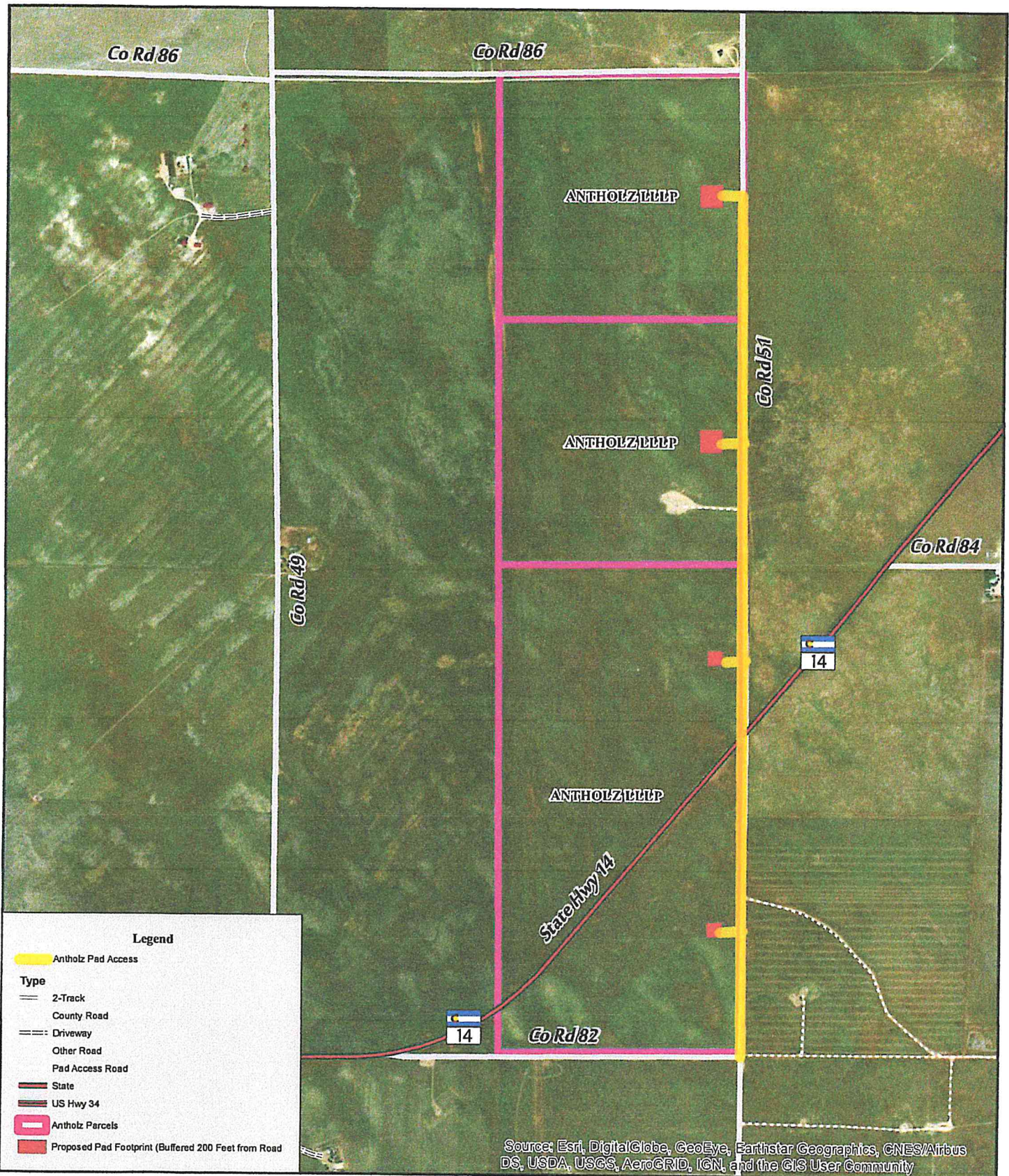
# Exhibit A



**Exhibit A**  
DJ Basin, Weld County  
Colorado



# Exhibit B



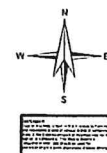
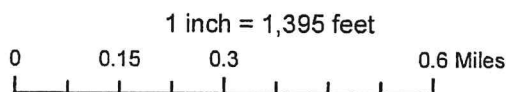
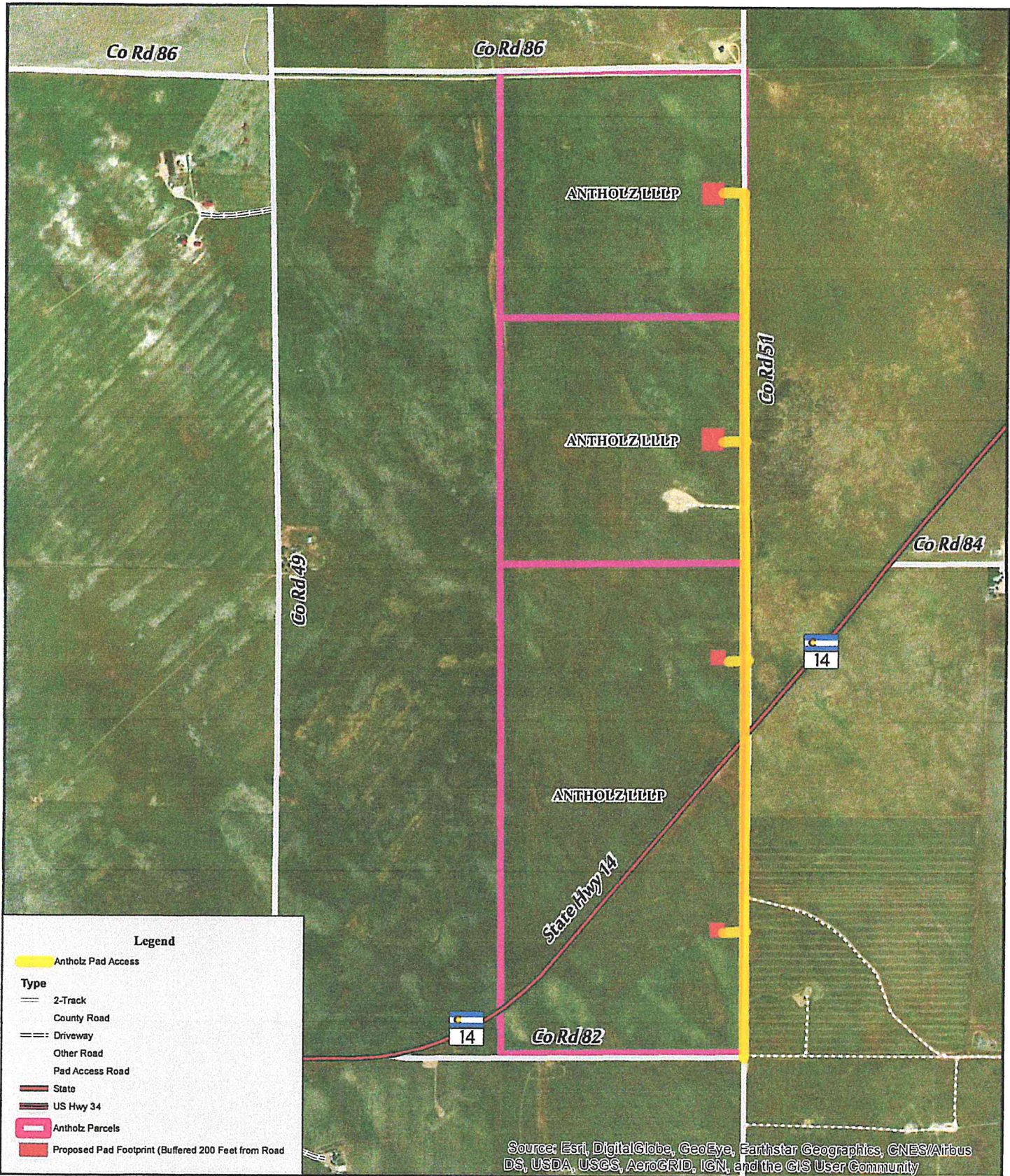
**Exhibit B**  
DJ Basin, Weld County  
Colorado

Print Date: 1/19/2018

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# Exhibit C



**Exhibit C**  
DJ Basin, Weld County  
Colorado

Print Date: 1/19/2018



## MEMORANDUM OF SURFACE USE AGREEMENT

This Surface Use Agreement ("Agreement"), dated effective as of the 26<sup>th</sup> day of January, 2018 ("Effective Date"), is made by and between The Antholz, LLLP, by Bert Arthur Loper, Partner, and Linda Lucile Loflin, Partner, whose address is 5180 Granby Circle, Colorado Springs, CO 80919 ("Surface Owner"), and **Confluence DJ LLC**, whose address is 1001 17<sup>th</sup> Street, Suite 1250, Denver, Colorado, 80202 ("Operator"). Surface Owner and Operator may be referred to herein individually as a "Party" and collectively as "Parties."

**WHEREAS**, Surface Owner and Operator entered into that certain unrecorded *Surface Use Agreement* ("Underlying Agreement"), the terms of which are incorporated herein by this reference, effective as of the Effective Date, executed copies of which are in the possession of Surface Owner and Operator, covering certain lands being situated In Weld County, Colorado, more particularly described as follows:

**Township 7 North, Range 64 West. 6th P.M.**

**Section 6: E/2**

**Section 7: E/2**

(the "Subject Lands").

**WHEREAS**, the parties now desire to execute this Agreement in order to put third parties on notice of the rights granted in the Underlying Agreement which covers the Subject Lands.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Surface Owner hereby grants Operator a non-exclusive easement and right-of-way for the purpose of drilling, staking, completing, equipping, producing and operating oil and gas wells on Operator's leasehold under the Subject Lands, lands pooled therewith, or certain adjacent lands, including the right to construct, install and maintain access roads, well sites, tank batteries, pipelines, separators, electric power lines, and other facilities (any and all of the foregoing being hereinafter collectively referred to as "Facilities") necessary, useful or incidental to drilling, equipping, completing for production, recompleting, producing, or plugging and abandoning one or more oil and/or gas wells.

This Agreement shall remain in full force and effect as to all portions of the Subject Lands and shall continue for so long thereafter as Operator, its successors and assigns, maintains this Agreement and the Underlying Agreement in accordance with all the provisions contained therein. More particularly, this Agreement and the Underlying Agreement and Operator's obligations thereunder will terminate upon the last to occur of: (a) termination of the oil and gas lease(s); (b) Operator's loss of rights to produce oil or gas or; (c) upon complete reclamation and restoration of the surface of the Subject Lands according to the standards prescribed herein and by the state or federal rules, regulations and statutes as well as approval of such reclamation by state and/or federal authorities which have jurisdiction over such reclamation.

This Agreement is in no way intended to supersede, abrogate, change, alter or modify any of the terms and conditions of the Underlying Agreement and in the event of any discrepancy between this Agreement and the terms of the Underlying Agreement, the terms of the Underlying Agreement shall prevail.

This Agreement may be executed in any number of counterparts and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

IN WITNESS WHEREOF, this instrument is executed, to be effective as of the Effective Date.

**SURFACE OWNER:**

The Antholz, LLLP

Bert antholz Loper  
By: Bert Arthur Loper, Partner

Linda Lucile Loflin  
By: Linda Lucile Loflin, Partner

**OPERATOR:**

Confluence DJ LLC

By William E. Nicas

Printed Name: William E. Nicas

Title: Sr. VP Land and Business Development



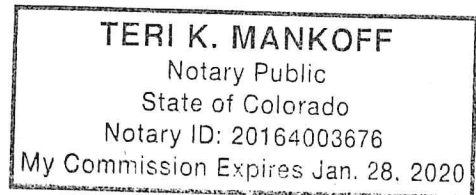
ACKNOWLEDGMENTS

STATE OF COLORADO       )  
                                          ) ss.  
COUNTY OF El Paso       )

The foregoing instrument was acknowledged before me this 26 day of Jan, 2018 by Bert Arthur Loper, Partner of The Antholz, LLLP, on behalf of said Partnership.

Witness my hand and official seal.

Notary Public: Teri K. Mankoff  
My Commission Expires: 1-28-2020

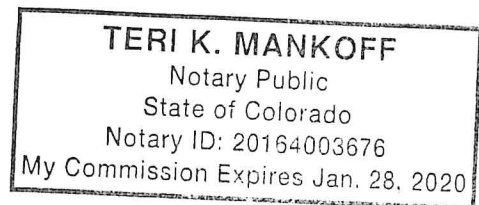


STATE OF COLORADO       )  
                                          ) ss.  
COUNTY OF El Paso       )

The foregoing instrument was acknowledged before me this 26 day of Jan, 2018 by Linda Lucile Loflin, Partner of The Antholz, LLLP, on behalf of said Partnership.

Witness my hand and official seal.

Notary Public: Teri K. Mankoff  
My Commission Expires: 1-28-2020



STATE OF COLORADO       )  
                                          ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2018 by William E. Nicas, Sr. VP Land & Business Development of Confluence DJ LLC, on behalf of such corporation.

Witness my hand and official seal.

Notary Public: Malea Broyles  
My Commission Expires: 7.21, 2018

