

**AMENDED AND RESTATED SURFACE USE AGREEMENT
(Sec. 21: Kortum Pad)**

THIS AMENDED AND RESTATED SURFACE USE AGREEMENT (the "Agreement") is entered into this 10th day of February, 2017 ("Effective Date"), by and between **Kortum Investment Company, LLLP**, a Colorado limited liability limited partnership, whose address is [REDACTED] and **Patricia Castrodale**, whose address is [REDACTED] (collectively, "Grantor") on the one hand, and **Great Western Operating Company, LLC**, a Colorado limited liability company, whose address is 1801 Broadway, Suite 500, Denver, CO 80202, and its affiliates, successors and assigns (collectively, "Grantee") on the other hand. This Agreement amends, restates and supersedes that certain Surface Location, Subsurface, Roadway, and Pipeline Easement granted by Grantor to Grantee, effective September 8, 2014, as amended by that certain First Amendment to Surface Location, Subsurface, Roadway, and Pipeline Easement by and between Grantor and Grantee dated April 1, 2015, and any other amendments thereto (collectively, and as amended, the "Original SUA"). Grantor and Grantee may be referred to herein individually as a "Party," and collectively as the "Parties."

A. Grantor is the surface owner of certain lands located in Adams County, Colorado, as delineated on Exhibit "A" (the "Lands").

B. Grantor's current use of the Lands is agricultural; however, Grantor may develop the surface of the Lands in the future into residential, commercial, civic and/or other uses.

C. Grantee, and/or its affiliates, owns a working interest in valid oil and gas leases covering all or portions of the Lands and lands adjacent thereto or pooled or included in a spacing unit therewith, along with the right to explore for, develop and produce the oil and gas minerals underlying the Lands and lands adjacent thereto or pooled or included in a spacing unit therewith.

D. Grantee intends to drill, complete and operate oil and gas wells on the Lands, developing certain mineral interests underlying the Lands and lands adjacent thereto or pooled or included in a spacing unit therewith.

E. This Agreement sets forth the Parties' rights and obligations regarding the relationship between the development of the Lands by Grantor and Grantee's operation and development of its oil and gas leasehold estate underlying the Lands and/or lands adjacent thereto, such rights and obligations to be binding upon the Parties' successors and assigns.

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

1. **Surface Location** — Grantor hereby grants to Grantee an exclusive right-of-way and easement for a surface site on the Lands of approximately thirteen (13) acres of disturbed surface area, along with the right to construct a well(s) pad on such surface site and to drill one or more oil and/or gas wells (collectively, the "Wells," whether one or more) therefrom which will include the right to survey, construct, use, operate, maintain, and repair a location for a well site, which may include all equipment necessary for constructing, drilling, completing, equipping, operating, repairing and plugging any such Wells (the "Surface Location Easement"). The Surface Location Easement includes the right to construct a drill pad and production facility pads as more particularly shown on Exhibit "B" attached hereto. The Surface Location Easement may also be used to install, place or store any valves, tanks, pipelines, meters, separators, dehydrators, compressors, electrical lines, phone lines, wires, cables, meter houses, meter runs and any and all other devices, equipment, and structures incident to, or necessary for, drilling, production, operation, plugging, injection, regulation, control, measurement, treatment, separation, processing, storing, transportation and distribution of oil, gas, petroleum products and any other liquids, gases or substances which can be transported through pipelines. Grantee shall have the right to occupy so much of the surface of the Lands as reasonably necessary to accommodate the Wells and related oil and gas operations; provided, that any proposed permanent use of the surface outside of the Surface Location Easement be subject to Grantor's consent, which said consent shall not be unreasonably withheld. Within sixty (60) days following the expiration of the Drilling Term of this Agreement (as defined in Section 12(e) below), Grantee shall reduce the size of the Surface Location Easement to an area of approximately nine (9) acres as shown on Exhibit "C" attached hereto, and all permanent production equipment shall be located within the boundaries of this area (the "Permanent Operations Area").

2. **Subsurface** — Grantor hereby grants to Grantee a right-of-way and easement as to all depths below the surface of the Lands and the right to use the subsurface, including pore space, for the purposes of drilling Wells for oil, gas and/or other substances from the Lands or other lands; for installing casing, tubing, and other equipment therein; for reworking, recompleting, repairing, side-tracking, plugging, and abandoning such Wells; for gathering information, exploring for and/or producing oil, gas and/or other substances from the Lands or other lands through such Wells; and for injecting substances into the Lands or other lands through such Wells. Notwithstanding the foregoing, Grantee shall not drill any disposal wells on the Lands without the express, written consent of Grantor, which Grantor may withhold in its absolute discretion.

3. **Access** — Grantor hereby grants to Grantee a right-of-way and easement twenty feet (20') wide across the portions of the Lands labeled as the "Proposed Access Road" and the "Existing Wells Access Road" (collectively, the "Access Roads") as generally shown on Exhibits "B" & "D" (the "Access Easements") to survey, construct, use, operate, maintain and repair said roads to allow Grantee access (ingress and egress) to the Lands, as permitted herein, and to the Kortum #1-21 (API # 05-001-09485) and Kortum #12-21 (API # 05-001-09490) wells (the "Existing Wells"), as shown on Exhibit "D." The Access Easements may be expanded from time to time during any period(s) of rig mobilization/demobilization, construction, maintenance or repair to a width of thirty feet (30') for so long as such use is reasonably necessary for the operations being conducted, and shall revert to the permanent width

of twenty feet (20') set forth above upon completion thereof. The roads within the Access Easements (the "Access Roads") shall at all times be capable of providing Grantee's equipment and vehicles, including, but not limited to, oil and gas drilling, completion and workover rigs, full access to the Surface Location Easement, Pipeline Easement, Existing Wells and all production equipment associated with the foregoing. Grantee, its employees, agents, contractors, licensees and invitees, shall have the full and free right and privilege to use said Access Roads for the transportation of persons, material, equipment, supplies, commodities, and any other items related to Grantee's oil and gas operations. Any road constructed or maintained under the terms hereof shall remain the sole and private property of Grantor, subject to the rights, privileges and benefits granted to Grantee herein.

Grantee acknowledges and agrees that the Access Roads may be used by other oil operators in the area pursuant to rights granted by Grantor; provided that such third-party operators agree to pay for any damages to such roads caused by them. If, in the future, Adams County or a local government authority with jurisdiction and authority to do so should designate 144th Ave. as a public road and thereby permit Grantee to utilize 144th Ave. for all purposes for which Grantee is entitled to use the Access Roads, then access to the Lands and Grantee's facilities shall be via the public road as permitted by Adams County or such local government authority. Grantee shall be responsible for the maintenance of any road(s) constructed and used by Grantee. Further, during the term of this Agreement, Grantee hereby releases and waives any rights which it may hold to enter upon the surface of the Lands under and pursuant to any and all oil, gas and mineral lease(s) other than those rights granted to Grantee to enter upon and use the surface of the Lands as set forth in this Agreement.

Because the Lands may be considered for residential or commercial platting and development, it is likely that some or all of the Access Roads may need to be relocated at Grantor's request. Throughout the residential/commercial site planning, development and entitlement process, Grantor will coordinate with, and obtain written approval from, Grantee for any proposed relocation of any Access Road. Concurrent with the platting process, specific and defined Access Easements will be granted by Grantor to Grantee for any new or relocated Access Road, and upon the physical relocation of any Access Road to its newly designated Access Easement area, the portion of the original Access Easement applicable to the portion of the Access Road that has been relocated shall promptly be relinquished in writing by Grantee. All such relocations and associated reclamation work will be at Grantor's cost and expense as hereafter described.

Access Roads will be constructed of gravel or aggregate base course material, no less than twenty feet (20') in width. Access Roads will be designed to support operational vehicles and equipment of standard weight, and will be constructed in a manner so that Grantee's vehicles and equipment can access the Easement Areas (as defined in Section 5 below). At such time(s) as Grantor desires to have any Access Road relocated, it shall give written notice to Grantee, who shall review. If Grantee consents to the location proposed by Grantor, then Grantee shall prepare, or commission the preparation of, a cost estimate to accomplish the relocation and associated reclamation. Promptly upon the completion or receipt of such cost estimate, Grantee will provide the cost estimate, including any third-party and Grantee costs, to Grantor ("Access Road Relocation Estimate"), who will then have the opportunity to review same and make a final determination about whether Grantor wishes to proceed with the relocation and who shall perform the relocation work. Grantor shall have the right to undertake said relocation. If Grantor elects to have Grantee effectuate the Access Road relocation, Grantor shall tender its written request for Grantee to commence the project within sixty (60) days of Grantor's receipt of the Access Road Relocation Estimate. If Grantor tenders such a written request to Grantee, Grantee shall promptly commence work and shall diligently pursue the same until completion. The Access Road Relocation Estimate will identify the estimated cost for the work. Grantor shall be responsible for the payment of all actual costs for the work by payment of invoices submitted to Grantor by Grantee for the relocation and associated reclamation work. Any relocated Access Roads and Access Easements shall be subject to the same equipment, vehicle and use parameters as provided earlier within this Section 3.

Upon completion of construction of any new or relocated Access Road, Grantee shall inspect and provide a formal written acceptance of such Access Road, which acceptance shall not be unreasonably withheld or delayed. Upon Grantee's acceptance of the Access Road, Grantee will be responsible for, at Grantee's sole cost and expense, any and all maintenance and repairs to said Access Road as long as the Access Road remains in existence. Grantee will not be responsible for the maintenance or repair of public streets or roads constructed on the Lands except as required by applicable law or regulation.

Any Grantee consent required under this Section 3 shall not be unreasonably withheld or delayed, and shall be deemed given if Grantee does not, within twenty (20) business days, object to the item for which approval is requested and provide the grounds for such objection in reasonable detail.

4. Pipeline(s) — Grantor hereby grants to Grantee a right-of-way and easement fifty feet (50') wide across the N/2 of the subject Section 21, as generally shown on Exhibit "D" attached hereto, to survey, lay, construct, install, operate, inspect, protect, alter, maintain, improve, repair, change the size of, relocate, add, replace, remove and/or abandon in place, one or more pipelines, and all valves, fittings, devices for controlling electrolysis or cleaning pipeline interiors, and/or other necessary appurtenances below ground, for the purposes of transportation of on and off-unit oil, gas, petroleum products, fresh or salt water, and any other liquids, gases or substances which can be transported through pipelines (the "Pipeline Easement"). Other than suitable markers to mark the location of a pipeline, Grantee shall not have the right to install any above-ground appurtenances without the prior, written consent of Grantor, which consent shall not be unreasonably withheld. The Pipeline Easement may be expanded from time to time during any period(s) of construction, maintenance or repair, to a width of seventy-five feet (75') for so long as such use is reasonably necessary for the operations being conducted, and shall revert to the permanent width of fifty feet (50') set forth above upon completion thereof. Grantee shall promptly repair the Lands or compensate Grantor for damage associated with the construction of any pipeline. Grantee shall maintain the uppermost part of the underground portions of said pipelines at least forty-eight inches (48") below the surface of the ground, but this limitation shall not apply to any portion of the pipelines or other equipment installed above the

surface. Upon completion of construction and installation of any pipeline, Grantee shall provide Grantor with a copy of an as-built surveyed plat depicting the actual location of said pipeline(s) and Pipeline Easement.

Because the Lands may be considered for residential or commercial platting and development, it is likely that some or all of the pipelines located within the Pipeline Easement may need to be relocated at Grantor's request. Throughout the residential/commercial site planning, development and entitlement process, Grantor will coordinate with, and obtain written approval from, Grantee for any proposed relocation of any pipeline. Concurrent with the platting process, specific and defined Pipeline Easements will be granted by Grantor to Grantee for any new or relocated pipeline, and upon the physical relocation of any pipeline to its newly designated Pipeline Easement area, the portion of the original Pipeline Easement applicable to the portion of the pipeline that has been relocated shall promptly be relinquished in writing by Grantee. For any such relocation, Grantee will perform the relocation of the pipeline. All such relocations and associated reclamation work will be at Grantor's cost and expense as hereafter described.

At such time(s) as Grantor desires to have any pipeline(s) relocated, it shall give written notice to Grantee, who shall review. If Grantee consents to the location proposed by Grantor, then Grantee shall prepare, or commission the preparation of, a cost estimate to accomplish the relocation and associated reclamation. Promptly upon the completion or receipt of such cost estimate, Grantee will provide the cost estimate, including any third-party and Grantee costs, to Grantor ("Pipeline Relocation Estimate"), who will then have the opportunity to review same and make a final determination about whether Grantor wishes to proceed with the relocation. If Grantor elects to have Grantee effectuate the pipeline relocation, Grantor shall tender its written request for Grantee to commence the project within sixty (60) days of Grantor's receipt of the Pipeline Relocation Estimate. If Grantor tenders such a written request to Grantee, Grantee shall promptly commence work and shall diligently pursue the same until completion. The Pipeline Relocation Estimate will identify the estimated cost for the work. Grantor shall be responsible for the payment of all actual costs for the work by payment of invoices submitted to Grantor by Grantee for the relocation and associated reclamation work. Any relocated pipeline and Pipeline Easements shall be subject to the same use parameters as provided earlier within this Section 4.

Any Grantee consent required under this Section 4 shall not be unreasonably withheld or delayed, and shall be deemed given if Grantee does not, within twenty (20) business days, object to the item for which approval is requested and provide the grounds for such objection in reasonable detail.

If Grantor's development plans anticipate that paved roadways will or may, in the future, cross over then-existing pipelines, Grantor agrees to pay for the construction costs to have Grantee sleeve any pipeline that is to be crossed by such roadways; such payment to be made in advance of the work, and Grantor shall not permit any paved roadway crossing of any pipeline until the sleeving of the affected line has been completed. Nothing contained herein shall obligate Grantor to pay for lost production revenue during the sleeving construction. Further, Grantee will not object to the crossing of any pipeline facility as long as done in compliance with the provisions and requirements of this Section 4 and Grantor's agreement to pay: (i) the actual costs to have Grantee sleeve such pipelines, and (ii) other reasonable costs to assure the safety of such crossing(s). Grantor shall not be charged any crossing or easement fees.

5. The Surface Location Easement, the Access Easements and the Pipeline Easement may be collectively referred to herein as the "Easement Areas." The approximate locations of the Easement Areas are shown on Exhibit "D" attached hereto and shall not be materially changed without the written approval of Grantor. Grantee shall replace the preliminary plat attached hereto as Exhibit "D" with a final or as-built surveyed plat depicting the actual boundaries of the Easement Areas and provide Grantor with a copy of the new plat as soon as practicable thereafter. Grantee may record a designation of easement location ("Designation") in the county in which the applicable Lands are situated, and any such Designation, and any exhibits thereto, shall supersede and replace that portion(s) of the Exhibit "D" attached hereto that has been re-surveyed and re-platted as provided for herein. Grantee shall forward a copy of such Designation to Grantor as soon as practicable thereafter. In the event that any local, state or federal governmental authority with jurisdiction and authority over the matter, including, but not limited to, the City of Thornton, Adams County or the Colorado Oil and Gas Conservation Commission ("COGCC"), requests that any portion(s) of the Easement Areas be altered in order to obtain approval from any such governmental authority, Grantor agrees to provide Grantee with an alternative location for any such portion(s) requested to be moved; such alternative locations shall be capable of providing Grantee with adequate room to conduct the operations contemplated hereunder, meaning a surface area(s) similar to the current Easement Areas described herein. In such case, Grantor agrees to execute an amendment to this Agreement in recordable form indicating the location of the newly formed Easement Areas.

6. Grantee has the express right, privilege and authority to construct, install, operate, maintain, repair, replace, add to and remove electric, communication and control lines on, above or below the Lands as may be ancillary to the rights conveyed herein, or necessary to carry out Grantee's operations contemplated hereunder; provided, however, that any location of electric, communication or control lines contemplated outside the Surface Location Easement shall be subject to the prior, written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Grantee may not remove existing electric, communication, control lines or other utilities that service other users of such utilities without the consent of the parties that would be affected by any such removal. Upon permanent cessation of operations on the Lands, Grantee shall remove any utilities installed solely for Grantee's operations and restore the Lands affected by such utilities as near as practicable to their original condition.

7. Without prior, written consent of Grantee, Grantor shall not construct or permit construction within the boundaries of the Easement Areas, and Grantee shall have the right to prevent the construction within the boundaries of the Easement Areas and the right to remove therefrom, any and all types and sizes of houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions, including, but not limited to, trees, brush, roots and other growth. Grantor shall not, nor permit third parties to, change the grade of the land or

excavate within the Easement Areas without prior, written consent of Grantee, which consent shall not be unreasonably withheld; for the sake of clarity, Grantee shall be entitled to withhold such consent if the proposed change of grade or excavation presents an operational or safety issue for Grantee. Grantor shall allow for continuous use of, and access to, the Easement Areas at all times. Grantor and Grantee shall coordinate to reduce both the impact to Grantee's operations from Grantor's development of the Lands, and the impact to Grantor's surface development of the Lands from Grantee's operations within the Easement Areas.

8. Except as otherwise set forth herein, the consideration paid pursuant to the Payment Agreement (as defined in Section 14, below) includes payment for all ordinary damages to the Lands caused or created by Grantee's reasonable and customary use of the Easement Areas, and Grantor hereby acknowledges receipt and sufficiency of said payment as full and complete settlement for all ordinary damage to the Lands arising out of the operations contemplated hereunder. Grantee shall compensate Grantor for damage to personal property or to improvements on the Lands, such as damage to buildings, fences, gates, culverts and for other such losses or physical damages caused by Grantee that extend beyond the ordinary damages caused by Grantee's reasonable and customary use of the Easement Areas for oil and gas exploration and production operations.

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

10. Grantee agrees to perform all reclamation in accordance with this Agreement, the rules and regulations of the COGCC, and all other applicable laws, rules and regulations. Grantee shall endeavor to keep the Permanent Operations Area free of weeds and debris and to control erosion.

11. Interest in Real Property.

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

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

(c) Either Party shall use commercially reasonable efforts to deliver to the other Party, within thirty (30) days after a conveyance, sale or other transfer of some, or all, of the Lands or interests therein, a copy of the recorded vesting document related to the transfer, delivered in accordance with the notice provisions in Section 17 under this Agreement.

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

(a) Grantor agrees not to object to the Form 2A (titled Oil and Gas Location Assessment) and hereby waives any right granted by COGCC rule to comment on the Form 2A, to request an extension of the comment period, to request an onsite inspection pursuant to COGCC policy, or to appeal the approval and issuance of the Form 2A and any related Form 2 (titled Application for Permit to Drill), so long as the Form 2A and any related Form 2 are consistent with this Agreement.

(b) Grantor shall not oppose Grantee in any COGCC or other governmental proceeding related to Grantee's operations, including, but not limited to, permitting, formation of drilling units, well spacing, well density, pooling, drilling, completion, stimulation, re-stimulation, workovers, deepening and recompleting, provided that Grantee's position in such proceedings is consistent with this Agreement.

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

(d) This Agreement shall be effective as of the Effective Date, and shall continue in force for a period of one (1) year (the "Primary Term"); subject to Grantee's option to extend this Agreement into the Drilling Term, as defined below.

(e) If Grantee desires to extend this Agreement into the Drilling Term, then Grantee shall deliver to Grantor a payment as set forth in the Payment Agreement (as defined in Section 14, below) on or before the expiration of the Primary Term (the "Extension Payment"). This Extension Payment will secure an extension of this Agreement for a period of ten (10) years, beginning on the date Grantor receives the Extension Payment (the "Drilling Term"). If the Extension Payment is not timely made, then the Agreement shall automatically terminate

upon the expiration of the Primary Term. Notwithstanding anything herein to the contrary, Grantee shall not commence surface operations on the Lands unless and until the Extension Payment is made.

(f) Following the expiration of the Drilling Term, and subject to any earlier termination pursuant to the terms of this Agreement, this Agreement shall continue in force for so long as Grantee is producing oil or gas from the Wells, and thereafter until Grantee has plugged and abandoned all Wells and completely reclaimed and restored the Easement Areas.

(g) Throughout the Drilling Term of this Agreement, Grantee is hereby expressly granted consent to locate any number of Wells within the Permanent Operations Area, and for each Well Grantee proposes within the Permanent Operations Area, Grantor shall fully support Grantee's efforts to permit such Wells, including granting consent to locate any Well greater than fifty feet (50') 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).

(h) Grantor hereby waives its right to object to the location of any of Grantee's facilities on the basis of setback requirements in the rules and regulations of the COGCC, as they may be amended from time to time; provided, that in no event shall such waiver be construed as permitting any operation or location of any structure, improvement or equipment by Grantee outside the Surface Location Easement, and no surface location of a Well outside the Permanent Operations Area. Grantor agrees not to object to Grantee's use of the surface within the Surface Location Easement so long as such use is consistent with this Agreement. Grantor will provide Grantee, or its successors and assigns, with whatever written support they may reasonably require to obtain permits from the COGCC or any other state or local jurisdiction; provided, that any such permits submitted are consistent with this Agreement.

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

14. This Agreement is subject to that certain Payment Agreement dated the 10th day of February, 2017, by and between Grantor and Grantee (the "Payment Agreement"). For the sake of clarity, the Parties intend that the rights and obligations set forth in the Payment Agreement are personal to Grantor and Grantee and do not run with the land or create any interest in the Lands.

15. Grantee shall protect, indemnify and hold harmless Grantor from any Environmental Claims (as defined below) relating to the Lands or oil and gas leasehold thereunder that arise out of Grantee's ownership and operation of oil and gas wells and associated equipment, easements and rights-of-way on the Lands.

"Environmental Claims" shall mean all Claims (as defined below) asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on, or ownership of, the Lands, or ownership of the oil and gas leasehold interest thereunder, 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 (as defined below) or relating to asbestos or to naturally occurring radioactive material. 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.

"Claims" shall mean any demand, claim, loss, cost (including reasonable attorneys' fees), damage, expense, action, suit, proceeding, judgment or liability of any nature whatsoever, arising from operations on, or ownership of, the Lands, or ownership of the oil and gas leasehold interest thereunder, whichever is applicable.

"Environmental Laws" shall mean all federal, state and local laws, rules and regulations, agency policies and guidance documents relating to pollution or protection of the public health and the environment.

16. Notwithstanding any of the other provisions herein as to termination, this Agreement may be terminated by Grantee at any time by giving ninety (90) days' notice, in writing, to Grantor of such termination. In the event Grantor believes that Grantee is in default or breach of any material term of this Agreement, Grantor shall give written notice to Grantee of such alleged material default or breach and provide a written explanation detailing Grantor's belief. Grantee shall then have thirty (30) business days within which to remedy, or commence to remedy if remedy cannot be made within 30 business days, any alleged material default or breach, or to assert a good-faith dispute as to the alleged material default or breach, and no termination of the Agreement shall be effected until such good-faith dispute is fully and finally resolved by written agreement of the Parties or by a final, binding arbitral ruling pursuant to Section 19, below. No waiver by either Party or any breach of any of the covenants or conditions of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

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

Grantor:

Kortum Investment Company, LLLP
[REDACTED]
[REDACTED]

Patricia Castrodale
[REDACTED]
[REDACTED]

Grantee:

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

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

18. Grantor agrees to include a note on any annexation, subdivision plat, planned unit development or other land use designation for which Grantor may apply, to put successors or assigns on notice that the Lands are subject to this Agreement. Grantee may record this Agreement or a memorandum thereof, setting forth the identity of the Parties, the Effective Date and the lands covered by this Agreement, for the purpose of notice to third parties. Grantee shall provide Grantor with a recorded copy within thirty (30) days of such recordation. In all other respects, however, the Parties shall hold the provisions of this Agreement in confidence.

19. 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.

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

21. This Agreement sets forth the entire agreement between Grantor and Grantee as to Grantee's use of the surface of the Lands, and supersedes the Original SUA and any other surface rights now or hereafter held by Grantee, its successors or assigns, by and through any and all oil, gas and mineral lease(s) or any other agreements that cover all or any portion of the Lands subject to this Agreement.

22. This Agreement may be executed as one document, or in several partially executed counterparts, and the original and counterparts shall be construed together and shall constitute one instrument.

23. All exhibits attached hereto are incorporated herein by reference. This Agreement, and any other documents that may be incorporated by reference herein, contains the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof, including the Original SUA.

24. Additional provisions:

(a) Grantee agrees to plug and abandon, at its sole cost and expense, the Kortum #12-21 (API # 05-001-09490) and the Kortum #1-21 (API # 05-001-09485) wells upon the earlier of: (i) one hundred twenty (120) days following the establishment of production from a horizontal well or wells capable of holding by production all existing oil and gas leases associated with the Lands, or (ii) within five (5) years from the date of this Agreement. Upon plugging and abandonment of the wells referenced in this Section 24(a), Grantee shall promptly remove all tanks, flowlines and production equipment associated with such wells from the Lands and reclaim the surface in accordance with applicable laws, rules and regulations.

(b) It is Grantor's understanding that the Kortum #3 (API # 05-001-07085) and the Kortum #7 (API # 05-001-06190) wells located in the NE/4 of Section 21, Township 1 South, Range 67 West, Adams County, Colorado (the "Energy Search Wells") may now be under the State of Colorado's control. Grantee hereby agrees to contact Energy Search Company and the State of Colorado regarding the status of the Energy Search Wells and to make a good-faith effort to acquire the right to plug and abandon the Energy Search Wells; provided, however, that in no event shall Grantee be required to spend more than twenty-thousand dollars (\$20,000) to acquire such right. If Grantee acquires such right prior to the date that is one (1) year before the expiration of the Drilling Term, then Grantee agrees to plug and abandon said Energy Search Wells, at its sole cost and expense, prior to the expiration of the Drilling Term of this Agreement. Upon plugging and abandonment of the Energy Search Wells, Grantee shall promptly remove all tanks, flowlines and production equipment associated with the Energy Search Wells from the Lands and reclaim the surface in accordance with applicable laws, rules and regulations. Grantor understands and agrees that this provision is not a guarantee that the Energy Search Wells will be plugged and abandoned, and that the plugging and abandonment of the Energy Search Wells is under the control of the operator of the Energy Search Wells, acting in its sole discretion.

(c) Grantee shall reasonably cooperate with Grantor to develop a reclamation plan that will mitigate the visual impact of the improvements located within the Permanent Operations Area. Grantee agrees to install, at its sole cost and expense, such berms, landscaping and/or fencing reasonably necessary to minimize the visual impact of Grantee's permanent production equipment located within the Permanent Operations Area; provided, however, Grantee will not be responsible for the maintenance of any shrubs or trees that may be planted around the Permanent Operations Area.

PH

(d) In order to give full effect to the purposes of this Agreement, Grantor agrees that, during the Primary Term and the Drilling Term of this Agreement, it will not locate any lot line, building or structure within any radius of the Surface Location Easement that would prohibit or interfere with the rights of Grantee to explore for, develop and produce the oil and gas minerals in accordance with this Agreement.

(e) After the expiration of the Drilling Term of this Agreement, Grantee agrees not to drill any new wells on the surface of any portion of the Lands without Grantor's prior, written consent, which Grantor may withhold in its absolute discretion. The foregoing shall not preclude Grantee from accessing bottom-hole locations under the Lands from wellsites located on lands other than the Lands and Surface Location Easement, nor shall it preclude completion, reworking or maintenance operations with respect to Wells already spud within the Drilling Term of this Agreement.

(f) Grantee shall install and maintain, at its sole cost and expense, all gates and locks necessary for the security of any Wells or facilities within the Permanent Operations Area. Such gates and locks shall be the standard gates and locks used by Grantee. Grantee shall keep the gate(s) locked at all times when no company employees are present.

(g) Grantee shall endeavor to reduce its footprint on the Lands by piping out as much produced liquids as economically and technically feasible, as determined by Grantee in its ordinary course of economic and engineering evaluations.

(h) This Agreement amends, restates and supersedes the Original SUA.

25. Authority of Signatories — The signatories below declare, warrant and represent that they have the authority to enter into this Agreement on behalf of their respective principals, if any.

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

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

GRANTOR:

KORTUM INVESTMENT COMPANY, LLLP

By: William B. Kortum
William B. Kortum, General Partner

GRANTEE:

GREAT WESTERN OPERATING COMPANY

By: Steve R. Stacy
Steve R. Stacy, Sr. Vice President – Land

PATRICIA CASTRODALE

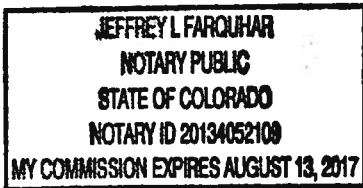
By: _____
Patricia Castrodale

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of February, 2017, by Steve R. Stacy, Sr. Vice President – Land, for Great Western Operating Company, LLC.

[SEAL]



Jeffrey L. Farquhar
Notary Public

STATE OF FLORIDA)
) ss.
COUNTY OF Okaloosa)

The foregoing instrument was acknowledged before me this 15th day of February, 2017, by William B. Kortum, General Partner, for Kortum Investment Company, LLLP.

[SEAL]



Lisa Griffin
Notary Public

STATE OF IOWA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of February, 2017, by Patricia Castrodale.

[SEAL]

Notary Public

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

GRANTOR:

KORTUM INVESTMENT COMPANY, LLLP

By: _____
William B. Kortum, General Partner

GRANTEE:

GREAT WESTERN OPERATING COMPANY

By: Steve R. Stacy
Steve R. Stacy, Sr. Vice President – Land

PATRICIA CASTRODALE

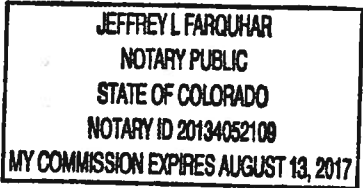
By: Patricia Castrodale
Patricia Castrodale

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of February, 2017, by Steve R. Stacy, Sr. Vice President – Land, for Great Western Operating Company, LLC.

[SEAL]



Jeffrey L. Farquhar
Notary Public

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of February, 2017, by William B. Kortum, General Partner, for Kortum Investment Company, LLLP.

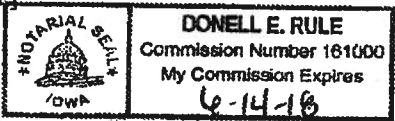
[SEAL]

Notary Public

STATE OF IOWA)
) ss.
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 15th day of February, 2017, by Patricia Castrodale.

[SEAL]



Donell E. Rule
Notary Public

PH

Exhibit "A"

Attached to and made a part of that certain Amended and Restated Surface Use Agreement dated the 10th day of February, 2017, by and between Kortum Investment Company, LLLP and Patricia Castrodale, as Grantor, and Great Western Operating Company, LLC, as Grantee.

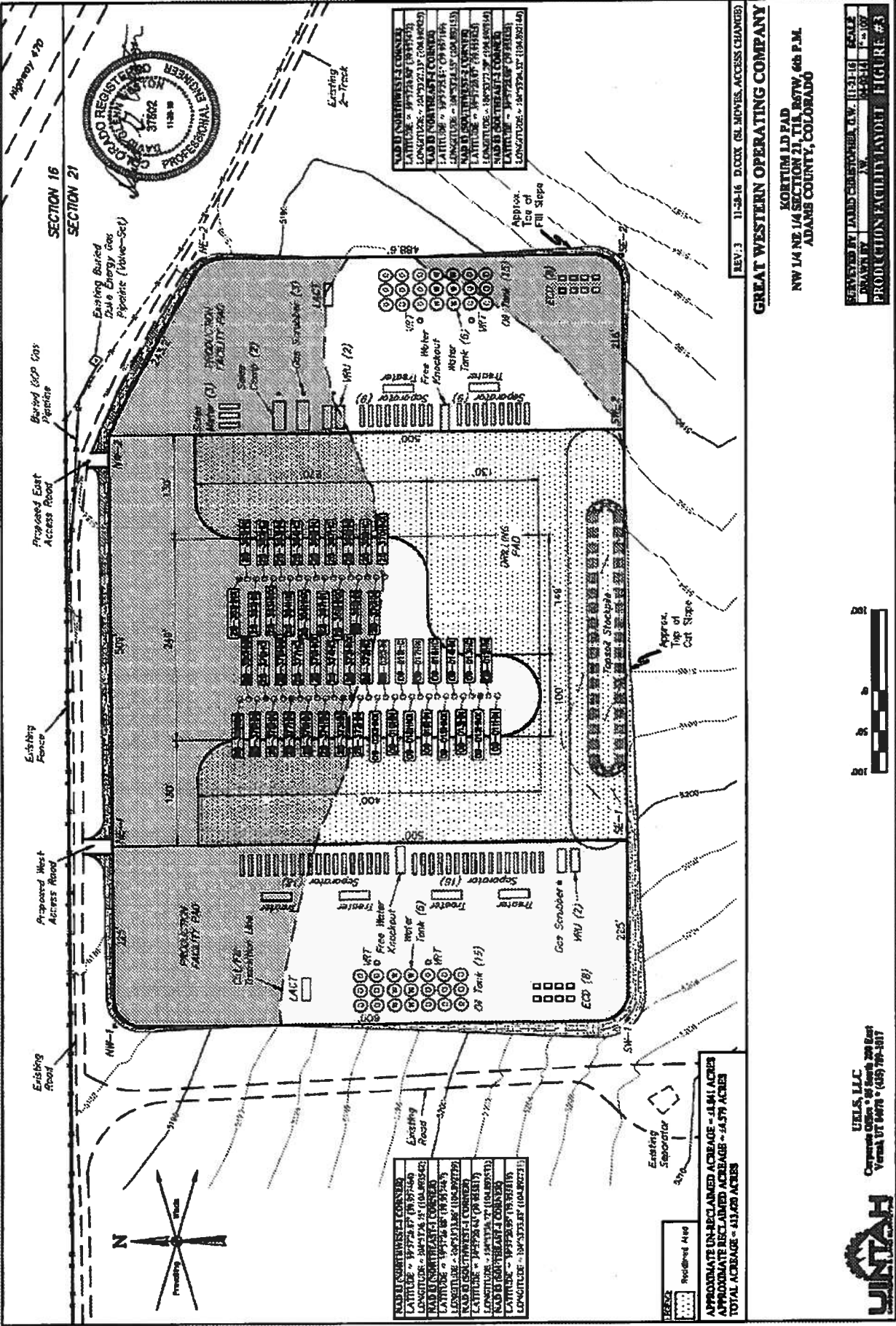
Township 1 South, Range 67 West, 6th P.M.
Section 21: N/2



Exhibit "C"

Attached to and made a part of that certain Amended and Restated Surface Use Agreement dated the 10th day of February, 2017, by and between Kortum Investment Company, LLLP and Patricia Castrodale, as Grantor, and Great Western Operating Company, LLC, as Grantee.

Permanent Operations Area

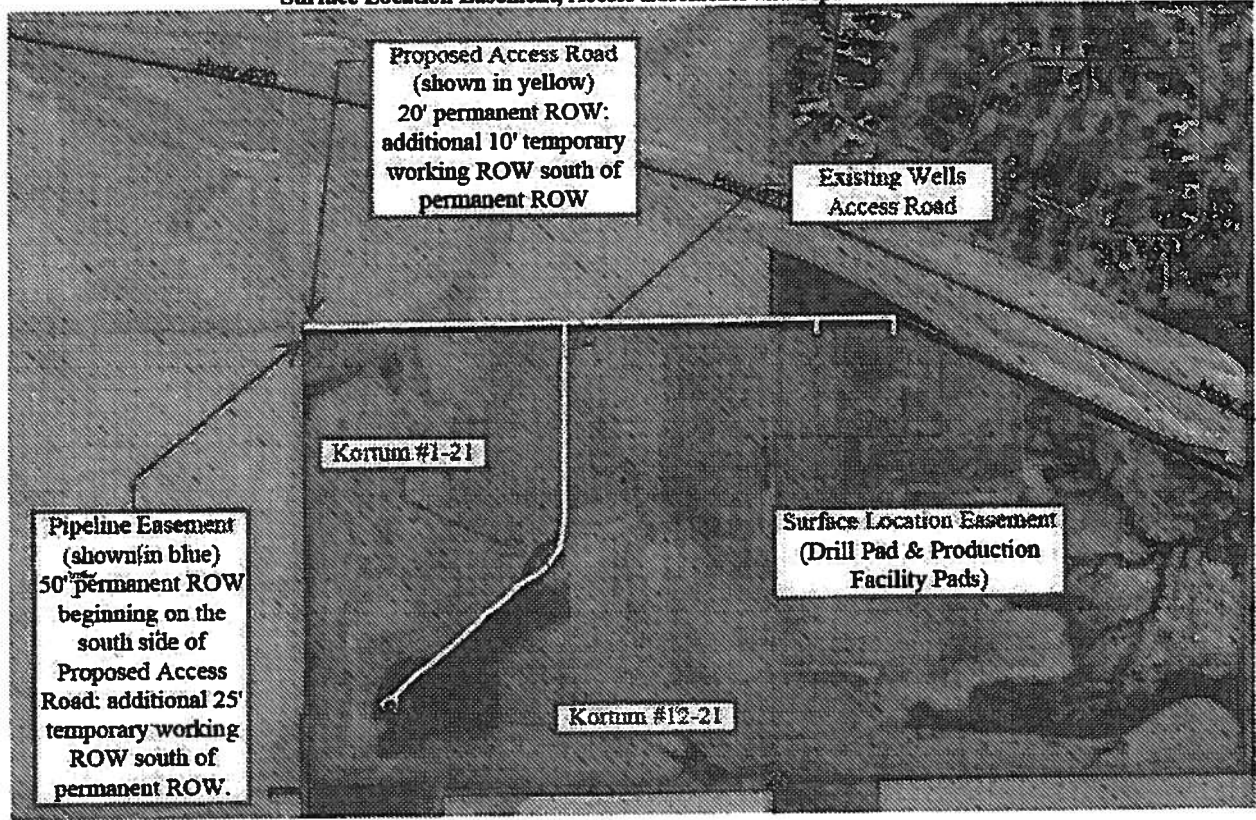


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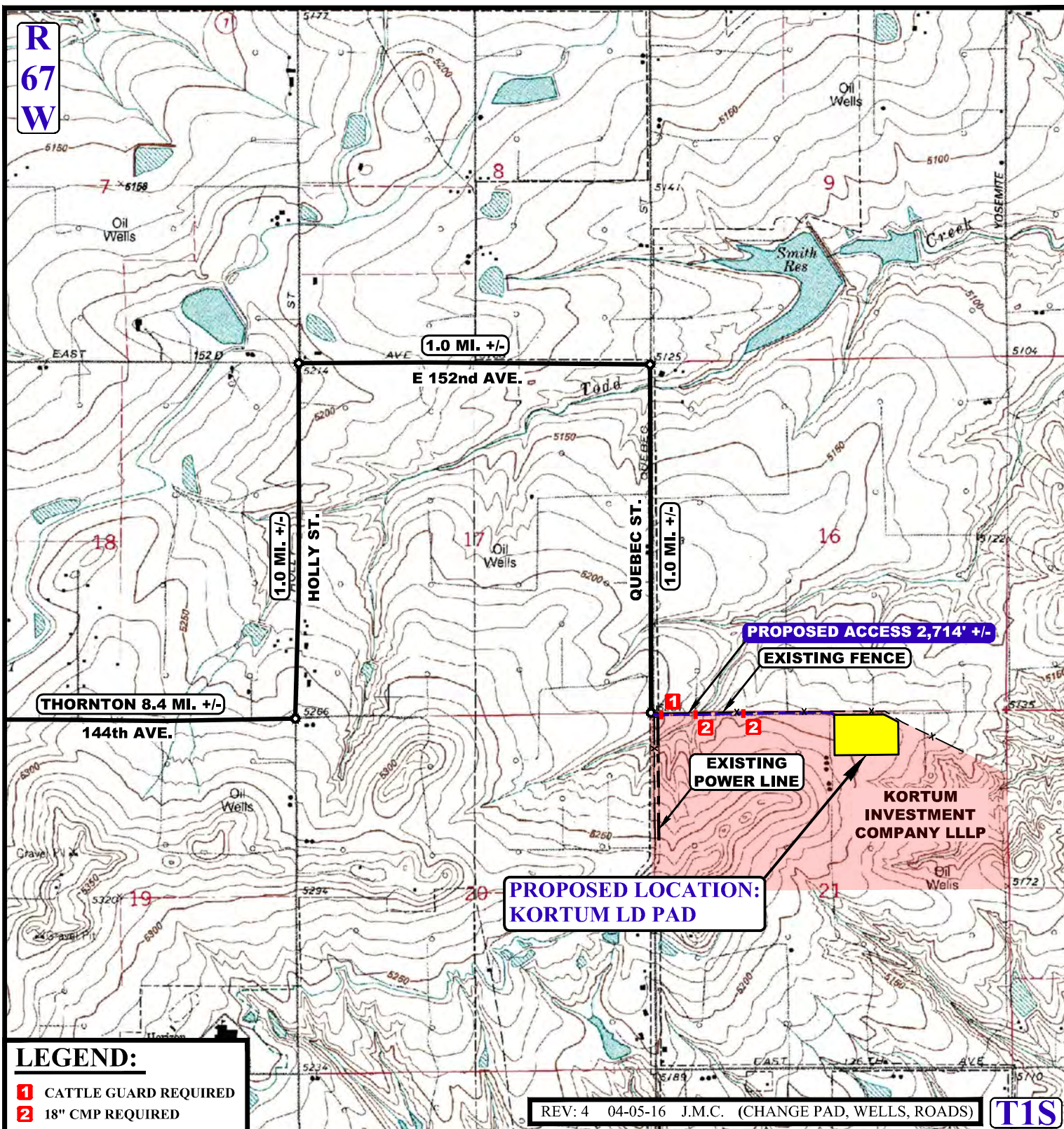
Exhibit "D"

Attached to and made a part of that certain Amended and Restated Surface Use Agreement dated the 10th day of February, 2017, by and between Kortum Investment Company, LLLP and Patricia Castrodale, as Grantor, and Great Western Operating Company, LLC, as Grantee.

Surface Location Easement, Access Easements and Pipeline Easement



R
67
W



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.

LEGEND:

- EXISTING ROAD
- PROPOSED ROAD
- EXISTING POWER LINE
- EXISTING FENCE

GREAT WESTERN OPERATING COMPANY

KORTUM LD PAD
NW 1/4 NE 1/4 SECTION 21, T1S, R67W, 6th P.M.
ADAMS COUNTY, COLORADO



SUA PARCEL MAP (Red)



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