

EASEMENT, RIGHT-OF-WAY, AND SURFACE USE AGREEMENT

This Easement, Right-of-Way and Surface Use Agreement ("**Agreement**") is entered into and effective this June 19, 2018 ("Effective Date"), by and between Rinn Valley Farms, LLC ("**Owner**"), whose address is [REDACTED] Weld County and Extraction Oil & Gas, Inc. ("**Operator**"), with offices at 370 17th Street, Suite 5300, Denver, CO 80202 sometimes referred to each as a "**Party**," or collectively as the "**Parties**."

WITNESSETH:

For and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **OWNERSHIP.** Owner is the surface owner of certain lands more particularly described as follows:

Township 2 North, Range 68 West of the 6th P.M.

Section 18: SW/4

Weld County, Colorado

(the "**Lands**").

Operator, or its affiliates, owns a working interest, leasehold interest, or other interest or rights under certain oil and gas leases covering all or portions of the Lands, and lands pooled or included in a spacing unit therewith, or lands adjacent thereto (the "**Lease**," or "**Leases**").

2. **CONSERVATION EASEMENT**

Boulder County holds a Deeds of Conservation Easement In Gross, dated April 16, 2003, recorded in the real property records of Weld County at Reception No. 3054912, dated September 10, 2004, recorded in the real property records of Weld County at Reception No. 3221556 as amended by Amendment to Deed of Conservation in Gross, dated March 30, 2009, recorded in the real property records of Weld County at Reception No. 3625830, which burden the Lands (the "Conservation Easements").

3. **OIL AND GAS OPERATIONS ON THE LANDS.**

A. Operator desires to drill, complete, operate, produce and maintain oil or gas wells (the "**Wells**") on the Lands or the Leases, the subsurface locations of which may be under lands other than the Lands. In order for Operator, its agents, consultants, successors or assigns to explore, permit, survey, obtain consents and waivers, develop, drill, construct, complete, recomple, produce, maintain, rework, equip, deepen, stimulate, re-stimulate, assess, evaluate, inspect, test, update, upgrade, operate, secure, and transport production from the Wells and all facilities associated therewith including, but not limited to, access roads (including existing roads on the Lands) ("**Access Roads**"), pipelines, infrastructure, equipment, surface appurtenances and production facilities including but not limited to emission control devices, vapor recovery towers, vapor recovery units, flowlines, gathering lines, transmission lines, temporary above ground water lines, temporary above ground completion fluid pipelines, pumping units, artificial lift equipment, gas lift lines, meters and housing, separators, tank batteries, MLVTs, LACT units, electrical lines, utility lines and any other facilities or property necessary for Operator to conduct operations on the Wells (each a "**Facility**," collectively, the "**Facilities**"), Owner recognizes it is necessary that Operator, its agents, consultants, successors or assigns enter and utilize a portion of the Lands in order to operate and maintain the Wells and Facilities. Owner and Operator desire to mitigate any surface damage to the Lands and to set forth their agreements with respect to future operations on the Lands, to accommodate operations and development of the surface, and to provide for cooperation between the Parties and the mutual enjoyment of the Parties' respective rights in and to the Lands. This Agreement sets forth the Parties' rights and obligations regarding the development and use of the Lands by Owner and operations conducted by Operator.

4. **SURFACE EASEMENT AND RIGHT-OF-WAY; SUBSURFACE EASEMENT.**

Owner acknowledges and agrees that, pursuant to the Leases, Operator holds certain easements, rights-of-way, and access rights that burden the Lands with all the rights and privileges as granted under the Leases (collectively "Operator's Access Rights"). Owner further acknowledges and agrees that Operator's Access Rights include Operator's right to use the OGOA's, as hereinafter defined, for purpose of drilling, completing, operating, securing, producing, evaluating, deepening, reworking, equipping, maintaining, plugging and abandoning of Wells, constructing, using and maintaining Access Roads and locating, constructing, entrenching, operating, maintaining, repairing, altering, replacing and removing the Facilities and all necessary appurtenant facilities, as permitted by the Leases. Owner further

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acknowledges that Operator's Access Rights include the right to gather to the Lands and transport from the Lands oil, natural gas, produced liquids and associated hydrocarbons produced from the Lands and lands pooled with the Lands, and to transfer/assign such right to a third-party gatherer as permitted under the Leases.

5. **LOCATION/OIL AND GAS OPERATIONS AREA.**

The locations of Wells, well pads, Facilities, and Flowlines to be constructed on the Lands (the "OGOAs") and the Access Roads are depicted on Exhibits "A-1" (Well Pad) "A-2" (Facilities) and "A-3" (Flowlines and Access Roads) hereto. Material changes to the location or size of the OGOAs and the Access Roads may be made by Operator with the consent of Owner. Owner's consent to such changes shall not be unreasonably withheld provided that such changes will not unduly interfere with Owner's existing use of the Lands or violate any terms of the Conservation Easements. Operator shall have the exclusive right to use the OGOAs for its operations related to the Wells and Facilities. Operator shall only locate Wells, well pads and Facilities within the OGOAs and all oil and gas operations shall be conducted exclusively within the OGOAs. Operator agrees they shall not occupy the surface of the Lands except for the OGOAs and the Access Roads.

6. **ABANDONMENT OF EXISTING WELLS**

Within one (1) year from the commencement of production of the last Well drilled on the Lands under this Agreement, the following wells will be plugged and abandoned and those well sites and associated access roads and other lands disturbed will be reclaimed, revegetated and restored in compliance rules and regulations of the Colorado Oil & Gas Conservation Commission ("COGCC") and applicable local government requirements: WILLIMAS #23-18 (API No. 05-123-21956), WILLIMAS #24-18 (API No. 05-123-21957), WILLIAMS E UNIT #1 (API No. 05-123-13802), WILLIAMS #13-18 (API No. 05-123-24882), WILLIAMS #14-18 (API No. 05-123-25511), WILLIAMS #4-8-18 (API No. 05-123-32220), WILLIAMS #43-18 (API No. 05-123-23568), and WILLIAMS #3A-18H (API No. 05-123-33423).

7. **CONDUCT OF OPERATIONS.**

Operator's operations on the Lands will be conducted pursuant to the terms of the Leases, Conservation Easements, this Agreement, the rules and regulations of the COGCC, applicable Colorado statutes and case law, and any applicable federal statutes and case law. This Agreement does not create in Owner a private right to enforce the rules and regulations of the COGCC.

8. **COMPENSATION AMOUNT.**

The Parties acknowledge that Operator will provide Owner with certain good and valuable consideration, as described in that confidential Letter Agreement of even date herewith, prior to the commencement of drilling operations which consideration is agreed to be and constitutes full, complete and final consideration for settlement and complete satisfaction for any and all reasonable and customary detriment, depreciation, injury, or damage of any nature to the Lands or crops growing thereon that may occur as a result from Operator's operations pursuant to this Agreement or the Leases.

9. **ADDITIONAL SURFACE USE PROVISIONS, ACCESS ROADS, AND FACILITIES.**

With respect to its operations on the Lands, Operator and Owner will comply with the following provisions:

A. **Access Roads.** Access Roads shall mean those roads depicted on Exhibit A-3. Regarding such Access Roads, the Operator and Owner agree as follows:

(i) Owner shall provide Operator with continuous access to the Lands, Wells, Facilities and all associated OGOAs, equipment, and areas associated therewith.

(ii) Operator will maintain all Access Roads in good repair and condition, including, but not limited to weed control and repair of any water disturbances, erosion, ruts, and potholes in the roads and in accordance with COGCC regulations, state laws, and other applicable regulatory or statutory frameworks. As reasonably required, Operator will control dust from the Access Roads through the application of an appropriate dust suppressant. All aggregate materials used to build and maintain access roads shall be pre-approved by Owner.

(iii) The Access Roads shall not exceed fifty feet (50') in width during the construction, drilling, and completion phases and shall be reduced and limited to twenty feet (20') in width for the actually travelled roadbed for ongoing operations. Any portion of the Lands that is disturbed during construction of the road which is not included in the

road, shall be reclaimed within ninety (90) days, exclusive of revegetation, of the end of said construction. The surface of the Access Roads shall be made of compacted gravel or other suitable substitute road base material, and shall comply with all COGCC regulations or laws applicable to the Access Roads.

(iv) Use of the Access Roads shall be non-exclusive except within the boundary of the OGOA, damage caused by third-party use of Access Roads granted by Owner outside the OGOA that requires road repair shall be the responsibility of the Owner. No off-road travel is permitted. Except with the express permission of Owner, Operator shall not use any other roads on the Lands other than the Access Roads and shall not access the OGOAs other than by the Access Roads.

(v) Operator shall maintain Owner's current access to farming operations either by current location of access or, as necessary for Operator to conduct its operations consistent with this Agreement, by modification and or relocation of the access roads used by Owner for farming operations.

B. Surface Restoration.

(i) Upon cessation of Operator's operations on the Lands, all areas thereof occupied or utilized by Operator will be restored by Operator to their condition immediately prior to operations as nearly as is reasonably practicable to their original predrilling conditions, which, but not be limited to, topsoil removal and storage, backfilling, grading, and ripping, soil preparation, seeding, applying fertilizer, herbicide, insecticide and pesticide and weed control, and in accordance to COGCC regulation and the Conservation Easements.

(ii) In addition to the obligations set forth in Section 9.B(i) above, Operator shall install on the Well Pads and/or Facility locations landscaping, the cost of which shall not exceed [REDACTED] and a retaining wall if mutually agreed upon by the Owner and Operator as set forth in Section 9.C. Any such landscaping and retaining wall shall be installed within one year from the completion of construction activities on the Well Pads and/or Facility locations. Operator's obligation to install any landscaping or retaining wall on the Well Pad and/or Facility locations pursuant to this Section 9.B(ii) shall expire one year after completion of construction on the Well Pad and Facilities, respectively.

C. Facilities

Operator shall provide Owner with full set of landscape and architectural drawings of final facility layout and reclamation plans prior to construction. Owner shall review and approve final design for the landscaping which may include, but is not limited to, fence design, retaining walls, tree and scrub placement and zero scaping in order to preserve aesthetic value of property. Operator shall use commercial efforts to install low-profile production storage tanks at each pad site and any such production storage tank shall not exceed fifteen (15) feet in height. Upon completion of construction of the Facilities and Flowlines, Operator shall provide Owner with as-built layout of each pad site, which shall depict all Facilities and Flowlines.

D. Other.

(i) Operator will install culverts on the Lands that may be necessary to maintain drainage and irrigation in a manner equivalent to conditions upon the Lands immediately prior to operations as nearly as is reasonably practicable. As required by COGCC regulation, Operator shall implement effective Best Management Practices ("BMPs") for stormwater management.

(ii) If by reason of the negligence of the Operator in the conduct of its operations pursuant to this Agreement or the Leases, there is damage to personal property of the Owner, including, but not limited to, irrigation wells, fences, culverts, bridges, pipelines, ditches, or irrigation systems, and for which Owner has not been previously compensated under this Agreement, Operator will repair or replace such items after consultation with and to the reasonable satisfaction of the Owner. Owner will notify Operator of any items damaged after the Wells have been drilled and completed and Operator will repair or replace such items within 30 days of notice, unless otherwise agreed to by the Owner and Operator.

(iii) Operator agrees that all trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the Lands that are not necessary for continued operations of the Wells will be removed and disposed away from the Lands no later than 30 days after the completion of the Wells. No such items will be burned or buried on the Lands.

(iv) Operator shall install fencing (T-Post or similar) around the OGOAs and Access Roads (excluding the flowline corridors depicted on Exhibit A-3) during the construction, drilling, and completion phase of Operator's oil and gas operations on the Lands. Operator shall keep the OGOAs free and clear of all noxious weeds, unsightly growth and trash either during drilling operations or after completion and production. Operator shall comply with all state and county laws regarding weed control.

(v) Drilling and completion shall be undertaken exclusively through a closed-loop system and no containment pits shall be excavated. If any topsoil is removed for any reason associated with the uses permitted in this Agreement, at the time of excavation the topsoil shall be segregated and handled as required by COGCC rules regarding crop land. To the extent soil contains contaminants in concentrations that exceed COGCC standards (currently in Rule 910, Table 910-1) due to Operator's oil and gas operations, it shall be removed from the Lands and clean fills shall be used to replace such contaminated soil.

(vi) Operator recognizes that the Lands include an irrigation system. To the extent that the irrigation system includes underground drain tiles, Operator shall use reasonable commercial efforts to prevent damage to such drain tiles resulting from Operator's oil and gas operations. If Operator damages or otherwise disturbs any such drain tiles, Operator shall repair such damage or replace such drain tile. Owner and Operator shall discuss implementation of a mutually acceptable plan to or other modifications to allow for Owner's beneficial use of the irrigation system. Operator shall reimburse Owner for any costs incurred by Owner to modify or relocate the current irrigation system or sprinklers as a result of Operator's oil and gas operations on the Lands, including the drilling of Wells or installation of Facilities.

(vii) Owner shall approve, execute, and/or consent to any permit required by a Weld County or other municipality required in order for Operator to conduct the oil and gas operations contemplated in this Agreement.

10. DEFAULT AND RIGHT TO CURE.

In the event of alleged default by Operator in the payment of any Compensation Amount, in obligations to be performed, or any other terms, conditions or covenants of this Agreement, Owner will notify Operator, by certified mail, return receipt requested, of the alleged default. Operator will have 60 days from receipt of the written notification in which to dispute or otherwise respond to the notification before Owner may pursue other remedies of the alleged default. If Operator cures the alleged default within 60 days of Owner's notice, or if the alleged default is of a nature that cannot be cured within 60 days, then if Operator commences curing the alleged default within that 60 day period and diligently pursues such cure, then no default shall be deemed to have occurred.

Except as otherwise agreed in writing, no waiver by Owner of any breach by the Operator of any of its obligations, agreements, or covenants hereunder will be deemed to be a waiver of any subsequent or continuing breach of the same, nor will any forbearance by Owner to seek a remedy for any breach by the Operator be deemed to be a waiver by Owner of its rights or remedies with respect to such breach.

Any damages awarded to either party under this Agreement shall be limited to only the actual damages incurred by such Party, and no Party shall be liable for consequential, incidental, punitive, exemplary or indirect damages in tort or in contract, or under any legal theory, and all such damages are hereby excluded and waived by the Parties and the exercise of the rights of any party hereunder.

11. INDEMNITY/RELEASE.

Except as expressly set forth in this Agreement, Owner hereby releases and agrees to hold harmless Operator, its agents, successors and assigns from any and all liability and further payment, other than what has been provided in this Agreement, for damages on the Lands which arise from, out of or in connection with the Operator's operations on the Lands, but only as to those operations described in and permitted by this Agreement, and for those operations which the Compensation Amount has been paid and received by Owner pursuant to this Agreement.

Operator hereby releases and agrees to hold harmless Owner from any and all liability arising from Owner's non-negligent operations on the Lands.

Operator agrees to indemnify and hold Owner harmless from any and all claims, damages and causes of action arising out of and caused by Operator's operations on the Lands that may be asserted by any of Operator's agents, employees, subcontractors, contractors or persons entering upon the Lands at

the request of Operator; with the exception of any claims, damages, and causes of action that arise from Owner's gross negligence or willful and wonton misconduct.

Owner agrees to indemnify and hold Operator, its agents, successors and assigns harmless from any and all claims damages and causes of action arising out of and caused by Owner's operations on the Lands that may be asserted by any of Owner's agents, employees, subcontractors, contractors or persons entering upon the Lands at the request of Owner; with the exception of any claims, damages, and causes of action that arise from Operator's gross negligence or willful and wanton misconduct.

12. ENVIRONMENTAL INDEMNITY

Operator shall protect, indemnify, and hold harmless Owner, and any subsequent owner of the Lands from any Environmental Claims relating to the Lands or oil and gas leasehold thereunder that arise solely out of the Operator's oil and gas operations located on the Lands during the term of this Agreement; provided, however, Operator will not protect, indemnify, and hold harmless Owner or, and any subsequent owner of the Lands from any Environmental Claim arising prior to out of a pre-existing condition which existed on the Lands at the Effective Date or otherwise unrelated to the Operator's Operations during the term of the Agreement. Owner shall fully protect, defend, indemnify and hold harmless Operator, along with any of Operator's successors or assigns, from any and all Environmental Claims relating to the Lands that arise out of Owner's use of the Lands.

"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 Lands 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.

"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.

"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.).

The provisions and indemnification as contained in this Section 12 shall supersede and shall not be limited by the release as contained in Section 11 above.

13. WAIVER OF COGCC NOTICES AND OTHER REGULATORY MATTERS.

A. Owner hereby waives the following notices and consultations:

- (i) Rule 305.a.: Notice of Intent to Conduct Oil and Gas Operations;
- (ii) Rule 305.c.(1): Oil and Gas Location Assessment Notice;
- (iii) Rule 305.c.(2): Buffer Zone Notice;
- (iv) Rule 305.f.: Statutory Notice to Surface Owners;
- (v) Rule 305.h.: Move-In, Rig-Up Notice;
- (vi) Rule 306.a.: Surface Owner Consultation and Meeting Procedures;
- (vii) Rule 305.f.(4): Notice of Subsequent Operations; and
- (viii) Any other notice or consultation requirements of the COGCC.

B. Owner shall not object or protest any Application for Permit to Drill (Form 2) and Oil and Gas Location Assessment (Form 2A) filed by Operator with the COGCC.

C. Owner 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, and to appeal the approval and issuance of the Form 2A, and any related Form 2.

D. Owner shall not oppose Operator, its agents, consultants, attorneys, successors and assigns in any COGCC or other administrative or governmental proceedings related to Operator'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 Operator's position and contemplated undertakings in such proceedings are consistent with this Agreement. Owner will provide Operator, its agents, consultants, attorneys, successors and assigns with any and all written support they may reasonably require to obtain permits from the COGCC or other applicable governmental body.

E. 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, occupied buildings, and surface property lines, among other things. Owner hereby waives its right to object to the location of any Well, Access Roads and 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 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 Exception Zone, Buffer Zone, Urban Mitigation Area, and High Occupancy Building setback distances, as required by COGCC rules and regulations.

F. Owner grants consent to locate the Wells greater than 50 feet from an existing well pursuant to COGCC Rule 318A.c. Owner grants consent to locate Wells outside of the GWA windows as defined in COGCC Rule 318A.a.

G. Owner agrees that Operator may provide a copy of this Agreement to the COGCC in order to obtain a waiver, exception location, or variance from the COGCC rules or from a local jurisdiction.

14. NOTICES.

Subject to the terms, conditions, and covenants of this Agreement written Notice by either Party will be promptly served to the other Party by United States mail, postage prepaid and addressed to either Party, or to such other place as either Party may from time to time designate by notice to the other, at the following addresses:

Owner
Rinn Vally Farms, LLC
[REDACTED]

Operator
Extraction Oil & Gas, Inc.
370 17th Street, Suite 5300
Denver, CO 80202
Phone: (720) 557-8300
Attn: Surface Land Department

15. ADVICE TO TENANTS.

Owner agrees to notify any surface tenant or other third party that may be affected by Operator's operations on the Lands and Owner may allocate the payments made hereunder with such surface tenant as mutually agreed upon between themselves. Neither this Agreement nor any operations arising hereunder shall create any rights, obligations or liability between Operator and such third parties.

16. BINDING EFFECT.

The terms, conditions, covenants, and provisions of this Agreement will inure to the benefit of and will be binding upon the Parties hereto, their respective heirs, agents, representatives, successors or assigns.

17. RECORDING.

The Parties agree Operator may record this Agreement in the real estate records of the county in which the Lands are located.

18. ENTIRE AGREEMENT.

Except for that certain Letter Agreement of even date herewith between Owner and Operator, this Agreement contains the entire agreement between the Parties and may not be modified orally or in any other manner other than by written agreement signed by all Parties or their successors or assigns.

19. REASONABLE ACCOMMODATION.

Owner agrees that uses and operations upon the Lands by Operator under this Agreement are in full satisfaction of the requirement that Operator conduct its oil and gas operations in a manner that accommodates Owner. Owner further acknowledges Operator's uses and operations upon the Lands as provided herein constitute "Reasonable Accommodation" by Operator, its agents, consultants, successors and assigns as provided for under Colorado Revised Statute § 34-60-127.

20. TERMINATION.

If Operator has not drilled and completed one Well on a pad site within 7 years of the execution of this Agreement, this Agreement shall terminate with regard to the pad site(s) for which a Well has not been drilled on and completed (the "Initial Term"). Subsequent to the drilling and completion of one Well on a pad site within the Initial Term, the term of this Agreement shall run concurrently with the Leases as they relate to Operator's or its affiliates' rights to explore, drill, and produce oil, natural gas, and associated hydrocarbons from the Lands or lands pooled or unitized therewith or as otherwise provided herein. No act or failure to act on the part of the Operator shall be deemed to constitute an abandonment or surrender of this Agreement or of any part of it, except upon recordation by Operator of an instrument specifically terminating this Agreement. To the extent a moratorium or a restrictive governmental law, rule or regulation prevents a Party from performing the operations herein described, this Agreement including the Initial Term shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place. Notwithstanding the termination of this Agreement, Operator may access the Lands to plug and abandon the Wells and to reclaim the Lands as provided in this Agreement and the Leases and for such other purposes as necessary to comply with any law, rule, or regulation governing Operator's operations.

21. COUNTERPARTS.

This Agreement may be executed by facsimile or electronic mail, in counterparts, each of which will be considered an original and enforceable against either Party.

22. GOVERNING LAW AND VENUE.

This Agreement will be governed by, construed and enforced in accordance with the laws of Colorado. Venue shall be deemed to be in the county where the Lands are located.

23. 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.

24. SUCCESSORS.

This Agreement constitutes an easement, right-of-way, and covenant running with the Lands and will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective agents, consultants, affiliates, administrators, trustees, heirs, executors, successors or assigns.

25. ATTORNEYS' FEES.

If any action or proceeding is instituted by either party for enforcement or interpretation of any term or provision of this Agreement, the prevailing party pursuant to a final judgment of a court of competent jurisdiction shall recover from the other party, and the other party shall pay, the prevailing party's reasonable attorneys' fees and costs as determined by the court.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first written above.

(The remainder of this page is intentionally left blank).

ACKNOWLEDGMENTS

Owner:
Keith Schlagel

Manager

Keith Schlagel

6/19/18

Date:

Operator:
Extraction Oil & Gas, Inc.

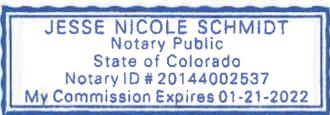
By: *[Signature]*
Name: Matt Owens
Title: President

STATE OF *Colorado*)
)ss.
COUNTY OF *Denver*)

The foregoing instrument was acknowledged before me on this *19th* day of *June*, 2018, by Keith Schlagel.

Witness my hand and official seal.

My commission expires: *1/21/2022*

(SEAL) 

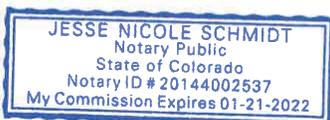
Jesse Schmidt
Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF *Denver*)

The foregoing instrument was acknowledged before me on this *20th* day of *June*, 2018, by Matt Owens, acting as President on behalf of Extraction Oil & Gas, Inc.

Witness my hand and official seal.

My commission expires: *1/21/22*

(SEAL) 

Jesse Schmidt
Notary Public

