

**SURFACE USE AGREEMENT
AND GRANT OF EASEMENT**

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENT ("Agreement") is entered into this 11th day of July, 2018 ("Effective Date"), by and between RIO LA, LLC, [REDACTED] ("Grantor"), and Great Western Operating Company, LLC, a Colorado limited liability company, whose address is 1001 17th St., Suite 2000, Denver, CO 80202, and its affiliates, successors and assigns (collectively, "Grantee"). Grantor and Grantee may be referred to herein individually as a "Party," and collectively as, the "Parties."

A. Grantor represents that it is the owner of the surface of the following described lands located in Adams County, Colorado to wit:

Township 1 South, Range 68 West, 6th P.M.

Section 1: Part of Lot #1 Corcilius Acres as set forth on the subdivision plat of Corcilius Acres, recorded December 29, 1971 in Plat Book 12, Page 380, Reception No. 946012 in the records of the Adams County Clerk & Recorder.

Township 1 South, Range 67 West, 6th P.M.

Section 12: Part of Lot #1 and all of Lot #2 of Corcilius Acres as set forth on the subdivision plat of Corcilius Acres, recorded December 29, 1971 in Plat Book 12, Page 380, Reception No. 946012 in the records of the Adams County Clerk & Recorder.

Containing in aggregate 17.93 acres, more or less

Said lands are hereinafter referred to as the "Lands."

B. Grantee intends to drill, complete and operate at least eight (8) oil and gas wells on the Lands, developing certain mineral and leasehold interests underlying the Lands and/or lands adjacent thereto or in the vicinity thereof. This Agreement expressly provides for the drilling of wells that do not include the minerals underlying the Lands in a drilling or spacing unit.

C. This Agreement along with a separate Payment Agreement (as defined in Section 16 below) 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 or in the vicinity thereof, 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 a right-of-way and easement for a surface site on the Lands of approximately twelve (12) acres of disturbed surface area, along with the right to construct one or more well pads 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, consisting of a Drilling Pad, Production Facility Pad and MLVT Pad as generally shown on Exhibit "A," 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 shall be subject to Grantor's consent, which said consent shall not be unreasonably withheld. As soon as reasonably practicable, but no later than sixty (60) days following the drilling and completion of all Wells, Grantee shall reduce the size of the Surface Location Easement to an area of approximately five (5) acres as shown on Exhibit "B" attached hereto, and all permanent production equipment shall be located within the boundaries of this area (the "Permanent Operations Area"). Notwithstanding anything contained herein to the contrary, Grantee shall have the continuing right to occupy any portion of the Surface Location Easement that is located within a one hundred fifty-foot (150') radius around each wellhead for the purpose of well maintenance, including, but not limited to, workover operations and well mitigations.

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 purpose of drilling Wells for oil, gas and 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 producing oil, gas and other substances from the Lands or other lands through such Wells; and for injecting substances into the Lands or other lands through such Wells.

3. **Access** — Grantor hereby grants to Grantee a right-of-way and easement twenty feet (20') wide across that portion of the Lands labeled as the "Proposed Access Road" (the "Access Road"), as generally shown on Exhibit "A," to survey, construct, use, operate, maintain and repair said road to allow Grantee and Grantor access (ingress and egress) to the Lands, as permitted herein (the "Access Easement"). The Access Easement may be expanded from time to time during any period(s) of rig mobilization/demobilization, construction, maintenance or repair to a width

of fifty feet (50') 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. Grantee may relocate the Access Road within the Lands with the prior written consent of Grantor, which consent shall not be reasonably withheld, conditioned, or delayed but shall require any necessary governmental approval. The Access Road shall, at all times, be maintained by Grantee in a manner so as to 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 and all production equipment associated therewith. Grantee, its employees, agents, contractors, licensees and invitees, shall have the full and free right and privilege to use said Access Road 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 shall be responsible for the maintenance of any roads constructed and used by Grantee.

The Parties acknowledge that another operator uses an existing access road to access the Sack 11-6 well located within the Lands as shown on Exhibit "A." Grantor hereby grants to Grantee the right to re-route said access road around the MLVT Pad so that Grantee may have unobstructed access to the Surface Location Easement as provided for in this Agreement. Grantee shall coordinate said access road re-route with the operator of the Sack 11-6 well to ensure that both operators are able to access their respective facilities.

4. **Pipeline(s)** — Grantor hereby grants to Grantee a right-of-way and easement thirty feet (30') wide across a portion of the Lands (the location of which shall be mutually agreed upon by the Parties at a Later Date, as defined below) to survey, lay, construct, install, operate, inspect, protect, alter, maintain, improve, repair, change the size of, relocate, add, replace, remove and abandon, one or more pipelines, and all valves, fittings, devices for controlling electrolysis or cleaning pipeline interiors, and/or other necessary appurtenances above or 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"). 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 thirty feet (30') 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. The Pipeline Easement shall be non-exclusive and other uses not inconsistent with Grantee's use(s) shall be allowed.

"Later Date," as used above, shall mean thirty (30) days from the date Grantee notifies Grantor of its planned pipeline route. Once the exact location of the Pipeline Easement is determined, Grantor agrees to execute with Grantee, its affiliates or designated third-party gatherers, a recordable Pipeline Right-of-Way Grant for all pipelines constructed in the Pipeline Easement.

5. The Surface Location Easement, the Access Easement 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 "A" attached hereto and shall not be materially changed (with the exception of the addition of the Pipeline Easement) without the written approval of Grantor. Grantee shall replace the preliminary plat attached hereto as Exhibit "A" 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 "A" attached hereto that has been re-surveyed and re-platted as provided for herein. Grantee shall forward a copy of any 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, Adams County and 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 non-exclusive 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. 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 the 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 unapproved construction within the boundaries of the Easement Areas and the right to remove therefrom, any and all unapproved 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 the prior, written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed; 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 16, below) includes payment for all ordinary damages to the Lands caused or created by Grantee's reasonable and customary use of the Lands, 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 Lands for oil and gas exploration and production operations.

9. Except with respect to the Permanent Operations Area, 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 Easement Areas free of weeds and debris and to control erosion.

11. Interest in Real Property.

(a) 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 19 under this Agreement.

12. **Term of Agreement.** This Agreement shall be effective as of the Effective Date, and 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 (the "Term").

13. **Waiver of COGCC Notices and other Regulatory Matters.** 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.

(d) Throughout the 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).

(e) 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 Easement Areas, and no surface location of a Well outside the Permanent Operations Area. Grantor agrees not to object to Grantee's use of the surface of the Lands, 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.

- (f) Grantor 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 306.a.: Surface Owner Consultation and Meeting Procedures;

Grantor understands that Grantee 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. **Grantee's Waivers** — Grantee hereby agrees not to object to any development or governmental applications, permits or approvals submitted by Grantor, its affiliates, successors or assigns relating to the Lands, provided that such applications, permits and approvals are consistent with the terms of this Agreement. Grantee shall not oppose Grantor, or its affiliates, successors and assigns before any governmental authority or agency, provided that any proposed activity by Grantor, its affiliates, successors, and/or assigns are to be carried out in accordance with the terms of this Agreement.

15. 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.

16. This Agreement is subject to that certain Payment Agreement of even date herewith, by and between Grantor and Grantee (the "Payment Agreement"). Any default under the Payment Agreement shall be a default hereunder.

17. 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.

18. 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 thirty (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 21, 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.

19. 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:

RIO LA, LLC



With a copy to:

Bere White
1221 Auraria Parkway
Denver, CO 80204

Grantee:

Great Western Operating Company, LLC
ATTN: Surface Land Manager
1001 17th St., Suite 2000
Denver, CO 80202

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

20. 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 shall 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 of such recordation as soon as practicable thereafter. In all other respects, however, the Parties shall hold the provisions of this Agreement in confidence.

21. 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 or such other mutually acceptable arbiter, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

22. 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.

23. 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.

24. 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.

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.

26. **Additional Provisions.**

(a) Grantee shall reasonably cooperate with Grantor to develop a reclamation plan that will mitigate the visual impact of Grantee's permanent production equipment 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, trees or other landscaping that may be planted around the Permanent Operations Area.

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

(c) 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.

(d) Provided that Grantor provides all necessary easements, 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.

(e) Grantor previously entered into that certain Surface Use Agreement with PDC Energy, Inc., dated April 23, 2015, a Memorandum of which is recorded at Reception No. 201500041437 in the real property records of Adams County, Colorado (the "Original SUA"). Grantor subsequently entered into that certain unrecorded Amendment to Surface Use Agreement dated July 2, 2015, but effective for all purposes as of April 23, 2015, with PDC Energy, Inc. (the "First Amendment"). The Original SUA and First Amendment are collectively referred to herein as the "SUA." Grantee represents that it is the successor-in-interest to the SUA, and the Parties agree that this Agreement hereby replaces, in its entirety, the SUA.

[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:

RIO LA, LLC, a Louisiana limited liability company

By: [Signature]

Name: H. HUNTER WHITE, III

Its: MANAGER

GRANTEE:

GREAT WESTERN OPERATING COMPANY, LLC

By: [Signature]

Eric G. Creed
Director of Surface Land & Permitting

ACKNOWLEDGEMENTS

STATE OF Louisiana)
PARISH) ss.
COUNTY OF Orleans)

The foregoing instrument was acknowledged before me this 13th day of July, 2018, by H. HUNTER WHITE, III, as MANAGER for RIO LA, LLC, a Louisiana limited liability company.

WITNESS my hand and official seal.
My Commission expires: At death

[SEAL]

BENJAMIN P. WOODRUFF
NOTARY PUBLIC
State of Louisiana
My Commission Is Issued For Life
LA Bar No. 31309

[Signature]
Notary Public

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of July, 2018, by Eric G. Creed, Director of Surface Land & Permitting, for Great Western Operating Company, LLC, on behalf of the company.

WITNESS my hand and official seal.
My Commission expires: 8/26/2021

[SEAL]

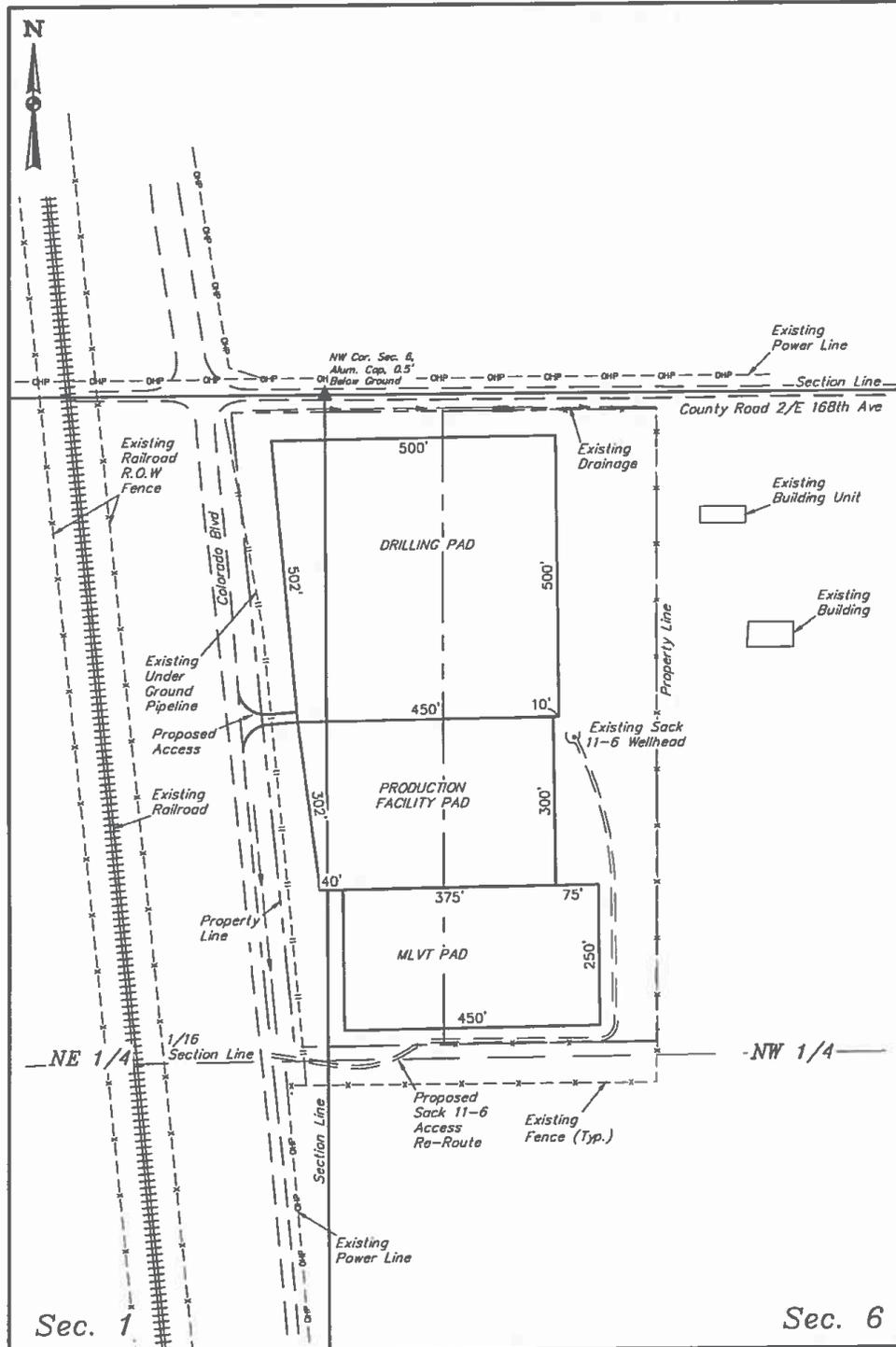
PHILIP J. HANCOCK
Notary Public
State of Colorado
Notary ID # 20134054000
My Commission Expires 08-26-2021

[Signature]
Notary Public

Exhibit "A"

Attached to and made a part of that certain Surface Use Agreement and Grant of Easement dated effective as of the 11th day of July, 2018, by and between RIO LA, LLC, as Grantor, and Great Western Operating Company, LLC, as Grantee.

Surface Location Easement, Access Easement & Pipeline Easement



NOTES:

GREAT WESTERN OPERATING COMPANY

RIO LA PAD
LOT 2, SECTION 6, T1S, R67W, 6th P.M.
ADAMS COUNTY, COLORADO



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

DRAWN BY	K B	06-12-18	SCALE
SURVEYED BY	JAMES FRESJIWATER	01-08-18	NONE
SUA		EXHIBIT	

Exhibit "B"

Attached to and made a part of that certain Surface Use Agreement and Grant of Easement dated effective as of the 11th day of July, 2018, by and between RIO LA, LLC, as Grantor, and Great Western Operating Company, LLC, as Grantee.

Permanent Operations Area

[Plat to be inserted after survey.]