

SURFACE DAMAGE AND RELEASE AGREEMENT

This Surface Damage and Release Agreement (this "Agreement") is made and entered into this 10th day of August 2018 by and between Patrick and Kelly Auker ("Owner") with an address at 2793 County Road 17, Brighton, Colorado 80603-8922, and Crestone Peak Resources Holdings LLC ("Crestone") with an address at 1801 California Street Suite 2500, Denver, Colorado 80202.

Whereas, Crestone has the right to drill oil and gas wells (individually a "Well" and collectively, the "Wells") on the lands described below (the "Lands"):

Township 1 North, Range 68 West, of the 6th P.M.

Section 17: N/2NE

containing 77 acres more or less.

Weld County, Colorado

Whereas, Owner is the owner of the Lands:

Whereas, Owner and Crestone wish to memorialize their agreement concerning the payment for damages to the surface of the Lands in connection with the access to and the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of Crestone or its affiliates associated with the Wells and located on the Lands.

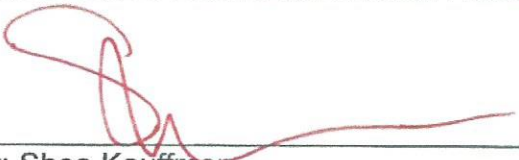
Therefore, for and in consideration of the covenants and agreements contained herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Crestone agree as follows:

2. Crestone agrees to plug and abandon the Herbers 31-20 ("Existing Well") well within 90 days of first production of the new Wells.

Easement. Following installation of the utilities, Crestone shall, to the extent reasonably practical, restore the surface along the Utility Easement to its original level and condition. If the Utility Easement needs to differ from what's depicted on Exhibit A Owner and Crestone agree to Owner agrees to execute any necessary Grant of Easement, Right Of Way, or such document or agreement as necessary to memorialize such Utility Easement.

- C. Separate the top soil at the time of excavation so that the top soil and subsurface soil may be placed back in proper order as nearly as possible.
 - D. Reclaim the Wellsite (excluding the Workover Area) and Temporary Completions Area as nearly as practicable to its original condition and, if the location is in pasture, work with the Owner to reseed the location with native grasses. Weather permitting, reclamation operations shall be completed within three (3) months following drilling and subsequent related operations, unless Crestone and Owner mutually agree to postponement because of crop or other considerations.
 - E. Use its best efforts to keep the area around the Wells, Workover Area, and Facilities Area free of weeds and debris.
- 10. Owner agrees to cooperate with third party gatherer on location of gathering lines and Owner's consent to placement of such lines shall not be unreasonably withheld, delayed, or conditioned.
 - 11. Owner agrees to cooperate with Crestone on location of future pipeline (including water and/or oil) right of way and easements as necessary and Owner's consent to placement of such lines shall not be unreasonably withheld, delayed, or conditioned.
 - 12. Under no circumstances shall Owner prohibit Operator from flowing oil, condensate, hydrocarbons, natural gas, and/or water through its flowlines and pipelines at any time
 - 13. Owner waives the minimum thirty days written notice requirement described in the Notice Letter provided by Crestone to Owner.
 - 14. Per Weld County code section 23-2-1010 B.8. Owner waives any necessary notice as may be required by Weld County Code Section 23-2-1010 B. as it pertains to WOGLA 28 day notice to building unit owners within 1000' of a proposed oil and gas location.
 - 15. 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.
 - 16. Owner agrees to provide such other written approvals, easements, agreements, and waivers which are reasonably requested by Crestone and consistent with this

CRESTONE PEAK RESOURCES HOLDINGS LLC

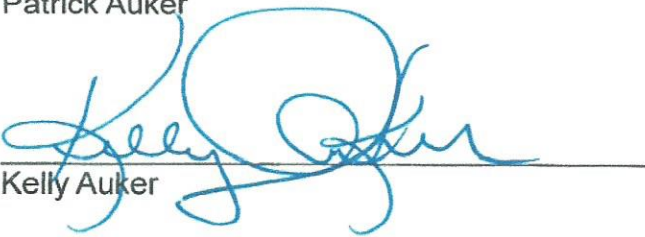


By: Shea Kauffman
Its: Director of Business Development & Land

SURFACE OWNER:



Patrick Auker

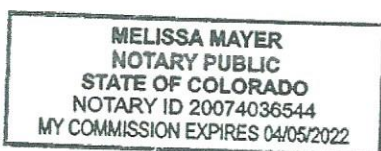


Kelly Auker

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of August, 2018, by Shea Kauffman, Director of Business Development & Land for Crestone Peak Resources Holdings LLC, a Delaware corporation.
Witness my hand and official seal.

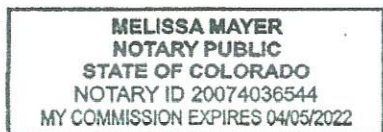


M Mayer
Notary Public
My Commission Expires: 4/5/22

STATE OF Colorado)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 9th day of August, 2018, by Patrick Aiken.

Witness my hand and official seal.

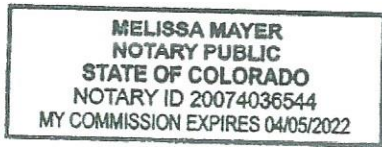


M Mayer
Notary Public
My Commission Expires: 4/5/22

STATE OF Colorado)
COUNTY OF Weld) ss.

The foregoing instrument was acknowledged before me this 9th day of August, 2018, by Kelly Aker.

Witness my hand and official seal.



[Signature]
Notary Public
My Commission Expires: 4/5/22