

SURFACE USE AGREEMENT

Recorded in
Adams County, Colorado

This surface use agreement (“**Agreement**”) is between Aurora Highlands, LLC, a Nevada limited liability company (“**AH**”), GVR King Commercial LLC, a Colorado limited liability company (“**GVR Commercial**”) (GVR Commercial and AH collectively, “**Grantor**”), and Burlington Resources Oil & Gas Company LP, a Delaware limited partnership, and ConocoPhillips Company, a Delaware corporation (“**Grantee**”) (individually a “**Party**” and collectively, the “**Parties**”) and dated effective October 29, 2018 (“**Effective Date**”).

RECITALS

1. Grantee and Grantor have signed a Development Agreement dated as of the Effective Date (“**DA**”) which provides for the Parties to enter into this Agreement.
2. AH owns the surface of the lands described as the King Tract and the Schuh Tract on Exhibit A attached hereto (the “**AH Property**”). GVR Commercial owns the surface of the lands described as the GVR King Commercial LLC tract on Exhibit A attached hereto (the “**GVR Commercial Property**”). The AH Property and GVR Commercial Property are collectively known as the “**Property**”.
3. Grantee is the owner of certain oil, gas, and other mineral leases covering lands located in Section 24, T3S-R66W, and Sections 19, 20, 21, 28 and 29, T3S-R65W, all in Adams County, Colorado, more particularly described in Exhibit B attached hereto (as they may be amended, extended, renewed, or succeeded the “**Leases**”), and wishes to access the Leases from the Property to conduct oil and gas operations (“**Operations**”) related to its Leases.
4. AH is overseeing the planning and development of a master planned community covering the lands that are subject to the Leases called The Aurora Highlands (the “**Highlands Development**”), as more specifically described in the Framework Development Plan for The Aurora Highlands, approved October 8, 2018. AH is also planning the development of an Energy and Technology Center on the Property, for the consolidation of oil and gas facilities, renewable energy facilities, and road, utility and pipeline corridors (the “**ET Center**”). A preliminary conceptual design for the ET Center is attached as Exhibit C, but the final design will be developed over the coming years in conjunction with the planning and development of the Highlands Development. The final design will not modify the rights granted to Grantee in this Agreement.

5. The Parties wish to provide in this Agreement for the use of the surface of the Property as the exclusive area for siting wells and other related Operations performed on the Property and to harmonize such use with the planned development of the ET Center.

AGREEMENT

Now therefore, in consideration of the recitals and mutual promises contained herein, Grantor and Grantee agree as follows:

1. **Access and Use.** Grantor grants to Grantee the following rights-of-way and easements:

- 1.1. **OGOA.** Oil and Gas Operating Areas (“OGOA”) shown on Exhibit D attached hereto to conduct Operations, including, but not limited to, the right to:

- landscape, contour, and move earth on the OGOAs, in order to facilitate its Operations;
- locate, drill, complete, operate, and maintain wells and well pads and associated production equipment on the OGOAs;
- lay, construct, operate, inspect, maintain, and repair pipelines on the OGOAs and to replace them with different or same size pipelines; and
- install, construct, operate, and repair compressors, powerlines and communication lines, and any other equipment or facilities on the OGOAs related to Grantee’s Operations; and
- any reasonable measures needed to produce and operate oil and gas wells.

Notwithstanding the foregoing, the rights granted to Grantee under this Agreement do not include the installation of injection wells, storage ponds, underground storage or sequestration related to gas or other substances or compressor stations or central compression facilities serving more than one Well Pad or wells or production other than those located on or deriving from the Well Pads. Other than the OGOAs, ROWs and Ancillary Rights expressly granted in this Agreement, Grantee shall not disturb or access the Property or any other land covered by the Leases. Grantee shall not access or use any portion of the Property for ingress and egress for such purposes, except in the areas and under the terms and conditions expressly granted in this Agreement.

- 1.2. **Well Pad.** A defined area within an OGOA that is an exclusive easement where the well heads and other equipment are located and has the same rights as outlined in Section 1.1 relating to the OGOA (“Well Pad”).
- 1.3. **Right-of-way.** Each OGOA and Well Pad will have rights-of-way and easements associated with the locations shown on Exhibit C and more

specifically described in Exhibit B to the Right of Way Agreement described in the DA ("ROWS") in which Grantee shall have the right to install, construct, operate, and repair the following:

- access roads
- pipelines, above-ground appurtenances, valves, metering equipment, cathodic protection,
- utility lines, telecommunication lines,
- and any related equipment that is necessary for Grantee to obtain ingress to and egress from the OGOA and transport oil, gas and other fluids to and from the Well Pad located on the OGOA.

Grantee shall use ROWs for its Operations and activities relating to the Leases (or lands pooled therewith). The OGOAs and ROWs may not be used in connection with operations on premises other than the Property (or lands pooled therewith) without Grantor's written consent in its sole discretion.

- 1.4. Ancillary Rights. A right-of-way and easement to use the subsurface of the Property and other land covered by the Leases (e.g., minerals, pore spaces, etc.) to drill, complete, produce, deepen, rework, drill additional laterals or wells, frac, re-frac and recomplete vertical wells, directional and/or horizontal wells under and through the Property and other land covered by the Leases to reach lands not covered by this Agreement and which wells have bottom hole locations (if vertical wells) or horizontal drainhole locations (if horizontal wells) on lands not covered by this Agreement ("**Ancillary Rights**"). Ancillary Rights shall be specifically granted by a Subsurface Easement Agreement of even date executed by Grantor to Grantee.
- 1.5. The OGOAs, ROWs, Well Pads, and Ancillary Rights are collectively known as "**Surface Access**".
- 1.6. Grantee shall have the exclusive right to occupy the OGOAs through December 31, 2024, and following such date shall have the exclusive right to occupy the Well Pads. Beginning January 1, 2025, Grantor may use those reclaimed portions of the OGOAs outside the Well Pads, so long as such use is consistent with COGCC regulations, with waivers as may be necessary, and construction is coordinated with the activities of Grantee on the Well Pads.
- 1.7. Grantor reserves the right to use all roads and reserves all surface and subsurface rights in or appurtenant to the Property, unless otherwise limited by this Agreement, and the right to grant successive easements on, under or across the Property on such terms and conditions as Grantor deems necessary or advisable, except that successive easements shall not interfere with or obstruct Grantee's rights as described in this Agreement.

2. **Consideration and Compensation.**

This Agreement is entered into in consideration of the recitals and covenants set forth herein and the mutual benefits to be derived by the Parties, together with certain additional consideration and compensation as set forth in the DA.

3. **Third Party Pipelines.** If Grantee requests, Grantor shall sign a separate form to allow Grantee, or a third party designated by Grantee, to place pipelines in the ROWs, or other locations mutually agreed by the third party and Grantor, that will connect wells and facilities with other OGOAs or facilities and into pipeline systems, as necessary, in order to transport oil, gas and other fluids produced from the OGOAs to market or disposal, as applicable ("Pipeline ROWs"). These Pipeline ROWs will be on a form similar to the pipeline right of way agreement attached as Exhibit E of the Development Agreement. Wholly owned subsidiaries of Grantee are considered third parties.
4. **Establishment of OGOAs, ROWs, and Well Pads.**
 - 4.1. The OGOAs will be located in these general locations in Adams County, Colorado, as generally depicted on Exhibit D:
 - OGOA "A" – located in the SW/4 of Section 21, T3S-R65W, 6th P.M.
 - OGOA "B" – located in the NW/4 of Section 21, T3S-R65W, 6th P.M.
 - OGOA "C" – located in the NE/4 of Section 21, T3S-R65W, 6th P.M.
 - OGOA "D" – located in the SE/4 of Section 21, T3S-R65W, 6th P.M.
 - OGOA "E" – located in the NE/4 of Section 28, T3S-R65W, 6th P.M.
 - OGOA "F" – located in the SE/4 of Section 28, T3S-R65W, 6th P.M.
 - 4.2. The Well Pads will be located within the corresponding OGOAs in these general locations and as more specifically described on Exhibits D and E:
 - Well Pad "A" – located within OGOA "A"
 - Well Pad "B" – located within OGOA "B"
 - Well Pad "C" – located within OGOA "C"
 - Well Pad "D" – located within OGOA "D"
 - Well Pad "E" – located within OGOA "E"
 - Well Pad "F" – located within OGOA "F"
 - 4.3. The ROWs will be 50 feet wide with additional 25 feet adjacent to the ROWs for access and temporary use during construction and maintenance as depicted on Exhibit C and on Exhibit B to the Right of Way Agreement. Potential crossing points of utilities, roads, drainage, and other surface and subsurface features are also depicted on Exhibit C and on Exhibit B to the Right of Way Agreement, but such crossing points

may change in the final design for the ET Center. Crossings and easements within the ROWs for roads and utility lines, including, but not limited to those for water, gas, sewer, electric, telephone, cable, television, fiber optics, and other pipelines shall be permissible without consent of Grantee, but AH shall notify Grantee prior to construction of roads or installation of utilities that will cross Grantee's ROW. Such changes shall not require Grantee or affiliated 3rd party to relocate its pipelines or create a safety hazard for Grantee's pipelines.

- 4.4. AH may install and maintain improvements and grant easements that are adjacent and parallel to, but not within, the ROWs for utility lines, including, but not limited to those for water, gas, sewer, electric, telephone, cable, television, fiber optic, and other pipelines; provided any new underground facilities that travel along a ROW shall be located a distance horizontally of at least ten (10) feet from Grantee's pipelines.
- 4.5. AH may plant shallow root vegetation in the ROWs and may maintain irrigation systems thereon. At AH's sole cost and expense, AH may also build and maintain paved trails and sidewalks within the ROWs so long as such improvements do not interfere with Grantee's operations. AH shall consult with Grantee prior to the installation of any improvements within the ROWs to identify any potential conflicts with Grantee's use of the ROWs.
- 4.6. Surface Preparation for Well Pad A and Well Pad B.
 - 4.6.1. AH shall conduct, at its cost, the earth moving and grading ("Surface Preparation") necessary to render the NW/4 of Section 21, Township 3 South, Range 65 West of Adams County, Colorado satisfactory for the placement of Well Pad B within OGOA B.
 - 4.6.2. AH shall conduct, at its cost, the Surface Preparation necessary to render the SW/4 of Section 21, Township 3 South, Range 65 West of Adams County, Colorado satisfactory for the placement of Well Pad A within OGOA A.
 - 4.6.3. Specifications for the Surface Preparation are attached to this Agreement as Exhibit E.
 - 4.6.4. Exhibit E contains grading and elevation plans for the Property on which OGOA A and OGOA B will be located. If AH proposes modifications to these plans after the Effective Date that requires modification of the Surface Preparation, it will submit such proposed modifications to Grantee for approval, which shall not be unreasonably withheld provided that they do not cause Grantee to incur any cost or impair Grantee's ability to conduct Operations on Well Pad A and Well Pad B in accordance with its plans and timetable.

- 4.6.5. AH shall begin Surface Preparation immediately following the effectiveness of this Agreement for OGOA A and before June 30, 2019 for OGOA B and shall make a good faith effort to deliver OGOA A and OGOA B and Well Pad A and Well Pad B that satisfies the specifications described in Exhibit E before 11:59 p.m. on February 28, 2019 for OGOA A and December 31, 2019 for OGOA B.
- 4.6.6. Any landscaping and construction performed by AH on or around OGOA A and OGOA B must allow for Grantee to safely perform drilling operations and conform with required regulatory standards.
- 4.6.7. AH shall give Grantee notice 10 days for OGOA A and 30 days for OGOA B prior to beginning work on the Surface Preparation on the respective OGOA.
- 4.6.8. Following completion of the Surface Preparation on OGOA A and OGOA B in accordance with the specifications in Exhibit E, AH shall deliver notice to Grantee, and upon Grantee's confirmation of such completion it shall execute the Acknowledgment of Satisfactory Surface Preparation attached hereto as Exhibit F. Any disagreement by the Parties regarding completion of the earthwork in accordance with specifications in Exhibit E shall be resolved in accordance with the dispute resolution provisions of Article 10 of the DA.
- 4.6.9. If AH does not complete Surface Preparation in accordance with the agreed specifications by February 28, 2019 for Well Pad A and by December 31, 2019 for Well Pad B, including all necessary grading, then Grantee may commence the Surface Preparation on its own account, but Grantee shall not be required to grade the affected Well Pad to the elevations shown on Exhibit E, and any necessary adjustments to the elevations shall remain the full responsibility of AH. AH shall reimburse Grantee for actual cost and expenses incurred, plus ten-percent (10%). Grantee shall provide AH an itemized receipt of costs and expenses incurred upon completion of the Surface Preparation. AH shall issue payment to Grantee within thirty (30) days of being provided such receipt.
- 4.6.10. After providing notice of the commencement of Surface Preparation required by Section 4.6.7, AH shall provide monthly status updates as it relates to its grading and drainage work and other earthwork in connection with the Surface Preparation of Well Pad "A" and Well Pad "B" until the completion of the Acknowledgment of Satisfactory Surface Preparation is executed by Grantee. AH shall further promptly respond to any written inquiry by Grantee as to the status of AH's work in this regard, and shall

provide access to Grantee to view such work upon reasonable notice from Grantee and at Grantee's sole cost and risk.

4.7. Modification of OGOAs.

- 4.7.1. The OGOAs and Well Pads on Exhibit D reflect preliminary designs and other specifications agreed by the Parties. No later than sixty (60) days following execution of this Agreement, Grantee shall prepare surveys of the OGOAs, Well Pads, and temporary access roads for AH's review and approval. AH shall approve the surveyed plats within fifteen (15) days of receipt provided that the surveyed plats are generally similar to Exhibit D, and if there are inconsistencies Grantee shall obtain modified surveyed plats to resolve such inconsistencies, following which the surveyed plats will be attached to this Agreement as Exhibit D to replace the exhibits currently attached. If AH or Grantee desires to modify the location or dimensions or other specifications of an OGOA or Well Pad from those shown on Exhibit D, or the elevations reflected on Exhibit E, the Party requesting such modification shall submit such request to the other Party for its approval, which shall not be unreasonably withheld provided that it does not require the approving Party (in its sole judgment) to incur any cost or impair its development plans for the Property.
- 4.7.2. If the modification is accepted and requires Grantee to alter its construction plans, the following process will apply:
 - 4.7.2.1. Grantee will determine the cost of modifying the existing grade of the surface of the OGOA to accommodate its surface facilities (*i.e.*, the cost of grading and excavation, including the cost of inspections, that Grantee would reasonably expect to incur in the absence of the grade requirements imposed by this Section) (the "**Original Cost**").
 - 4.7.2.2. Grantee will determine the cost of modifying the existing grade to achieve the grade requirements imposed by request (*i.e.*, the cost of preparing a drillsite location (including the area necessary to drill, complete and operate a planned well) at elevations that comply with Requesting Party's request) (the "**Modified Cost**").
 - 4.7.2.3. If Grantee chooses to continue with the request, and if the Modified Cost is greater than the Original Cost, then AH will pay Grantee the difference between the Modified Cost and the Original Cost.
- 4.7.3. AH shall make any modification requests under this provision prior to Grantee submitting future plans for permits or applications with the COGCC or other regulatory body.

5. Consultation Notice

- 5.1. Grantee shall notify AH in writing before entering the Property for drilling, completion, or re-working of any well on the Well Pads.
- 5.2. Prior to filing form 2 and 2A with the Colorado Oil and Gas Conservation Commission ("COGCC") and permit applications with the City of Aurora and with Adams County, Grantee shall deliver copies of those forms to AH along with any plats and construction plans ("**Consultation Notice**").
- 5.3. Within 15 business days of receiving Consultation Notice, AH may:
 - Comment on the proposed plans, and
 - provide updates to Grantee's development plans.
- 5.4. Grantee may modify the plans if, in Grantee's sole discretion, the changes:
 - Do not increase the cost of Operations,
 - Do not significantly delay Grantee, and
 - Are operationally and commercially tenable and safe.
- 5.5. Grantee shall notify AH of its decision within 10 business days of receiving the requested changes.
- 5.6. Within 30 calendar days of receiving Consultation Notice, AH shall execute and deliver, in writing, Letters of Support as directed in the DA.
- 5.7. Other than as described in Section 5.2, Grantor waives the following:
 - the right to receive notices and to comment on the location of the OGOAs and Well Pads or on the drilling of wells thereon as set forth in the Rules and Regulations ("**Rules**") of the Colorado Oil and Gas Conservation Commission ("COGCC"),
 - all rights to consultations and/or meetings in connection with the location of the OGOAs and Well Pads and the wells to be drilled thereon as set forth in COGCC Rules,
 - the right to receive a required notice or give consent in connection with the location of the OGOAs and Well Pads or the drilling of wells thereon under the county or city code of the county or city in which the Property is located in connection with this Agreement.
- 5.8. Grantor acknowledges and agrees that compliance with the provisions of this Agreement constitute satisfactory compliance of all notices, meeting, comment, and consultation requirements of COGCC Rules 305 and 306 with respect to the OGOAs and the wells drilled thereon.

6. **Setbacks.**

6.1. Grantor shall not:

- Record a plat (the "**Platting Restriction**") to create lots to build or construct **Building Units** (as that term is defined by the COGCC Rules) that would result in the imposition of setbacks under the COGCC Rules that would preclude (or require the COGCC to issue a variance for) the location of any well or production facility on a Well Pad (the "**Buffer Area**"); or
- Construct any Building Unit within the Buffer Area that would result in the imposition of setbacks under the COGCC Rules that would preclude (or require the COGCC to issue a variance for) the location of any well or production facility on a Well Pad (the "**Building Restriction**").

6.2. Prior to January 1, 2025, in no instance shall the Buffer Area be less than 1000 feet from any well or production facility (as defined in the COGCC rules) located on a Well Pad. Prior to a well being drilled or permitted, or production facilities placed on a Well Pad, the Buffer Area will be measured from the edge of the Well Pad. Once a well and production facilities are placed on a Well Pad, the Buffer Area will be measured from wells and production facilities on location.

6.3. The Platting Restrictions and Building Restrictions will terminate, and the Buffer Area will reduce to any setback required by the City of Aurora surrounding the wells on the Well Pads effective 11:59 p.m. December 31, 2024, or after all wells on the Property are permitted, whichever comes sooner. After that date, Grantor may seek variances from the COGCC and the City of Aurora to any setback requirement applicable to the wells and equipment on the Well Pads. Grantee will not oppose, condition or delay any requests for variances permissible under the COGCC Rules or that would place building units 500 feet or greater from a production facility or a well on a Well Pad. Grantor agrees not to seek variances to place a building unit closer than 500 feet to a production facility or a well on a Well Pad without the consent of the Grantee, which consent will not be unreasonably withheld, conditioned or delayed.

6.4. Grantor shall not support the enactment of any regulatory requirement that is inconsistent with this Agreement or that would interfere with Grantee's right to develop oil and gas under this Agreement.

7. **Wells and Facilities.**

7.1. Grantee shall not drill any well on the Property unless the surface location of the well is within the Well Pad of an OGOA.

7.2. Grantee may drill as many wells as it deems necessary within the Well Pad; provided, however, that drilling and completion of new wells may not be conducted on any Well Pad after December 31, 2024.

- 7.3. Grantee shall install privacy fences of a type and color approved by AH, made of low-maintenance material around the Well Pads located on the W/2 of section 21. Grantee shall keep the OGOAs in good order and at all times keep its well sites in good order and free of litter, debris, trash or spilled hydrocarbons. Paint used by Grantee on tanks and equipment located within the OGOAs shall be of a color acceptable to AH and complies with COGCC regulations.
- 7.4. Grantee shall remove any produced water from the Property and properly dispose of it in accordance with all COGCC regulations and best management practices. No water produced or utilized in oil and gas operations on the OGOAs shall be disposed of by pit evaporation, road spreading, or discharge to surface water on the Property. Grantee may have an "emergency pit" within the area of the OGOA during drilling, completions, and reworking operations for produced water but shall not have evaporation pits or any other pits. Nothing in this Agreement grants to Grantee the right to use or own produced water from the wells located on the Well Pads.
- 7.5. Grantee shall locate all permanent, above-ground well facilities within the Well Pad of the OGOA. Grantee shall design its facilities so as to be able to accommodate fencing and landscaping on the perimeter of a Well Pad that may be required by the City of Aurora. AH may construct walls, screens, or other measures to mitigate the visual impact of facilities on the Well Pad ("**Visual Mitigation**"). Any Visual Mitigation will be installed and maintained at the sole cost of AH. Visual Mitigation must comply with regulations and Grantee's safety policies. AH shall obtain Grantee's consent prior to installation of Visual Mitigation. Grantee shall not unreasonably withhold consent.
- 7.6. The use of compressors within the OGOAs is limited to units serving wells located within the Well Pad on the affected OGOA.

8. **Pipelines.**

- 8.1. All of Grantee's pipelines and related above-ground pipeline facilities or equipment installed under this Agreement will be placed within a Well Pad or ROW. "**Pipeline**" as used in this Agreement shall include all Crude Oil Transfer Lines, Wellhead Lines, Off-Location Flowlines, Produced Water Flowlines, and Gathering Lines as those terms are defined in the COGCC Rules. All Pipelines outside Well Pads and in ROWs shall be buried at a depth of at least 48 inches below the ultimate surface elevation as graded by AH prior to installation of the Pipelines and to a depth of at least 9 feet below the crossings for utilities, roads and drainage facilities as shown on Exhibit C and on Exhibit B to the Right of Way Agreement or otherwise notified by AH to Grantee before the pipelines are installed. Unless otherwise agreed, Grantee shall provide, no later

than 120 days prior to installation of a utility line or Pipeline, construction documents for review and, after review, AH shall commence grading the ROW to its ultimate surface elevation to meet the planned installation date. Upon placement of such pipelines, Grantee shall backfill, re-contour and reseed any disturbed areas so as not to interfere with AH's use of the areas and shall reclaim such areas in compliance with the applicable provisions of this Agreement. Settling of trenches and excavated areas shall be filled and the surface restored to normal grade and reseeded.

- 8.2. No later than 60 days following completion of installation, Grantee shall give AH an "as-built" survey of any Pipelines installed outside of a Well Pad and within the ROW that shows depth and location. Grantee shall also provide to AH copies of all Flowline and Crude Oil Transfer Lines registrations filed by Grantee with the COGCC for Flowlines on Well Pads or ROWs when they are filed with the COGCC.
- 8.3. If use of a pipeline is terminated, then it will be properly abandoned in accordance with this Agreement and Applicable Law.
- 8.4. Grantee shall provide to AH copies of any Gas Leak reports and related Flowline Reports as they are filed by Grantee with the COGCC as required by COGCC Rules.

9. **Utilities.**

- 9.1. If Grantee constructs or contracts for the installation of any utility lines, they must be located within Well Pads or ROWs, and Grantee shall bury all utility lines unless otherwise requested by AH. Utility lines will be buried:
 - In the same ditch as pipelines, to the extent feasible,
 - At least 48 inches below the ultimate surface elevation of the ground as graded by AH and at the same depths below crossings for utilities, roads and drainage facilities of AH as are required for Pipelines at the crossings and in a way that allows AH to safely build roads and utilities over Grantee's utility lines if necessary,
 - In trenches that will be filled, compacted, and reseeded to the reasonable satisfaction of AH and otherwise in accordance with the standards required for Pipelines under Section 8.1.
- 9.2. No later than 60 days after the utility line is installed, Grantee shall give AH an "as-built" survey of the utility line prepared by a Colorado licensed surveyor.
- 9.3. Grantor shall allow any electric company to install utility lines on the Property within the ROWs and Well Pads in connection with Grantee's Operations provided that the electric company complies with this Agreement. Grantor shall sign any utility easements necessary to comply with this provision on terms and conditions that are mutually satisfactory to Grantee and the utility company. Grantor shall negotiate directly with utility provider if necessary.

10. Roads.

10.1. Grantee will use Monaghan Road or Powhatan Road, and 48th Avenue, and 38th Avenue, if and when they are constructed by AH, for access to the OGOAs. Prior to construction of roads on 38th and 48th Avenues, Grantee may construct and use temporary roads on the Property at the locations shown on Exhibit C to access the OGOAs. Grantee shall not construct any other roads on the Property, or use any part of the Property, for access to the OGOAs or ROWs other than the foregoing access roads without AH's consent, which may be withheld in AH's sole discretion. If AH consents to the construction of any new road on the Property, the Parties shall agree on the location, specifications, maintenance, use and reclamation of the roads. No off-road travel by Grantee or its contractors is permitted.

10.1.1. Notwithstanding the foregoing, Grantor shall not prevent Grantee from accessing the Property or its OGOAs by not allowing road construction.

10.2. With respect to any temporary roads constructed by Grantee as provided in Section 10.1, the following shall apply:

10.2.1. The surface of all roadways will be made of compacted gravel, will not exceed 24 feet in width for traveled surface, and will comply with all Applicable Law. Culverts will be placed in low areas for proper drainage.

10.2.2. Grantee will maintain existing and newly constructed roads used by Grantee to the reasonable satisfaction of AH and as required by Applicable Laws. Grantee agrees to keep roads used by it free of weeds, debris, and litter, and to conduct periodic pickup of trash caused by its operations or its contractors or employees. Grantee will maintain unpaved roads used by it in good condition without excessive rutting or erosion so as to be passable by two-wheel drive pickup trucks or similar vehicles. Such maintenance may include ditching, graveling, blading, mowing grass to avoid fire danger, installing and cleaning cattle guards, and spraying for noxious weeds. Subject to the provisions of Section 10.2.3 below, Grantee will maintain paved roads used by Grantee in good condition in compliance with applicable provisions of this Section, and Grantee will repair damages resulting from Grantee's use of such roads. Maintenance work will be done at such reasonable times as AH will request. Grantor will have no responsibility for road maintenance; provided, however, that Grantor will repair any damage to such roads caused by the gross negligence or willful misconduct of Grantor or its licensees or permittees or caused by the use of roads by construction equipment of Grantor or its contractors.

- 10.2.3. AH, at its expense, may pave temporary roads, or sections thereof, utilized by Grantee, in which event the paved road will be engineered and constructed to carry vehicles with a gross vehicle weight rating (GVWR) of at least 104,000 pounds and a gross axle weight rating (GAWR) of at least 26,000 pounds per axle (the "**Paved Road Standard**"). Paved roads will be subject to the maintenance requirements of Section 10.2.2; provided, however, that (notwithstanding any provision of Section 10.2.2 or this Agreement to the contrary) Grantee will not be responsible for damages to the travel surface of paved roads that were not constructed in compliance with the Paved Road Standard unless such damage was caused by the gross negligence or willful misconduct of Grantee or its contractors.
- 10.2.4. Grantee agrees, if requested by AH, to place an appropriate sign or signs on any road designating them as "private roads" and to assist AH in the control of the use of such roads by unauthorized users. The size and color of these and any other signs on the ROW or Well Pads will be subject to AH's approval.
- 10.2.5. Upon the cessation of use of any temporary road, Grantee will reclaim the affected portions of the OGOA and ROW in accordance with the provisions of Section 12 of this Agreement. AH and Grantee may agree to leave temporary roads in place.
- 10.2.6. Unless otherwise indicated by Applicable Laws, Grantee and its contractors shall observe a safe speed limit, not to exceed 20 miles per hour, at all times on all roads.
- 10.2.7. AH shall have the right to relocate any road, provided that such relocation does not unreasonably interfere with Grantee's Operations. Any relocated road shall be of similar utility, and all costs associated with such relocation, other than maintenance by Grantee to the standards set forth in this Agreement, shall be at AH's expense.
- 10.2.8. AH reserves the right to use all such roads for any purpose which does not materially interfere with Grantee's Operations.
- 10.2.9. Grantee shall use the roads on the Property in a reasonable and prudent manner and shall use commercially reasonable efforts to limit vehicular traffic to the minimum number of vehicles reasonably required to conduct the Operations contemplated in this Agreement. Grantee shall undertake reasonable precautions to avoid any damage, other than normal wear and tear to gates, bridges, roads, culverts, cattle guards, fences, dams, dikes, or other facilities of Grantor or third parties who are on the Property by permission of or succession to Grantor. All damages caused by

Grantee, its agents, employees, assigns, contractors and subcontractors shall be repaired by Grantee as soon as possible to the condition existing immediately prior to such damage.

11. **Relocation of ROWs**

11.1. AH may request to change the location of any of the ROWs. In order to change the location, AH and Grantee shall follow these steps:

11.1.1. AH shall provide notice to Grantee of the desired relocation. Notice must include the new location;

11.1.2. Relocating the ROW must not interfere with safety, maintenance, and Operations within the current ROW and OGOAs;

11.1.3. Grantee shall give AH a good faith estimate of all costs for relocating roads, pipelines, and other appurtenances to the new ROW (including engineering costs and lost production time and volumes and its business impact) ("**Relocation Estimate**");

11.1.4. AH may withdraw its request to change the location of the ROW within 10 days after receiving the Relocation Estimate;

11.1.5. Prior to Grantee beginning the relocation, AH shall pay Grantee the amount of the Relocation Estimate or give Grantee a letter of credit, bond, or other security;

11.1.6. Grantee shall then commence relocating to the new ROW within 180 days from receiving AH's initial notice if Grantee has received the necessary permits;

11.1.7. Within 10 business days of completing the relocation, Grantee will give AH an accounting of the actual costs, expenses, and value lost from relocation and, within ten (10) days thereafter:

- AH shall reimburse Grantee for the difference (if any) between (1) the sum of the actual costs, expenses, and value lost, and (2) the Relocation Estimate, or
- Grantee will refund any overpayment to AH.

12. **Reclamation and Restoration**

12.1. Compliance with Laws. Grantee shall comply with COGCC Rules 1003 and 1004 regarding interim and final reclamation of OGOAs and Well Pads. Grantee shall also comply with all Applicable Law. If COGCC Rules contain different time limits for the performance of reclamation work on different categories of real property, the shortest time limit will be deemed to be applicable to the Property.

12.2. Restoration.

- 12.2.1. Grantee shall perform interim reclamation in accordance with COGCC Rule 1003 with respect to: (a) any OGOA and Well Pad on which Grantee determines to terminate Operations; and (b) beginning no later than January 1, 2025, that portion of an OGOA outside the Well Pad, which work shall be completed within one year after commencement; and (c) that portion of a Well Pad which Grantee determines is no longer necessary for the location of equipment or other Operations. Grantee may ask for an extension if conditions outside of its control occur.
- 12.2.2. When Grantee terminates Operations on or use of a Well Pad (including the plugging and abandonment of all wells thereon) or ROW, or portion thereof, Grantee shall fully restore and level the surface of the lands affected to as near as possible to the elevations reflected on Exhibit E (for Well Pads A and B) and otherwise to the elevations that existed at the time surface preparation for the remaining Well Pads commenced. Grantee shall use appropriate measures to prevent erosion and non-point source pollution. Grantee shall abandon in place pipelines and underground utilities appurtenant to the well within the Well Pad and restore the surface. Unless a shorter time is prescribed by COGCC Rules, Grantee shall use reasonable efforts to complete its work under this subsection within one year after the final plugging and abandonment of the last well within a Well Pad, without requesting an extension thereof unless a delay is caused by conditions outside of the control of the Grantee.
- 12.3. In lieu of restoration pursuant to Section 12.2, AH, in its sole discretion, may: (A) in writing specify alternate contours for such restoration that are more consistent with its future development plans (in which event AH will pay Grantee any incremental additional costs resulting from such change in the work in a manner consistent with the adjustment of elevations within an OGOA pursuant to Section 4.7.2 of this Agreement); (B) direct Grantee in writing not to reclaim specific areas, such as roads or utilities, that AH desires to utilize for its future use of the Property; or (C) to the extent permitted by Applicable Law, require Grantee to pay Grantee's estimated costs of reclamation work as required by Applicable Law or this Agreement to AH and, in such event, AH will conduct restoration work and Grantee will be relieved of any obligation in connection therewith except as provided herein and Grantor will execute a written release of Grantee to that effect. To the extent required for the operation of this Section 12.3, Grantee may seek an exemption from COGCC Rule 1004 pursuant to the provisions of Rule 1001.c. Any reclamation work performed by AH pursuant to this section will comply with or exceed the minimum reclamation standards imposed by COGCC Rules. Notwithstanding any other provision of this Section, however, the performance of reclamation work by AH does not relieve Grantee of its environmental liability under this Agreement. Should AH choose one of the above listed alternatives to restoration, Grantor shall cooperate with Grantee to obtain variances and permissions from COGCC.

- 12.4. Revegetation. Grantee shall reseed all areas disturbed by its activities with suitable grasses or crops approved by AH (not to be unreasonably withheld if Grantee's selection complies with rules of the COGCC). Unless AH requests otherwise, no reseeded will be required on any access roads existing as of the date of this Agreement or roads designated by AH for retention. Grantee shall use reasonable efforts to ensure that a growing ground cover is established upon disturbed soils and Grantee shall reseed as necessary to ensure growth occurs.

13. Grantor's Conduct.

- 13.1. AH represents and warrants that it owns the AH Property and has the legal right to grant the Surface Access to the AH Property. GVR Commercial represents and warrants that it owns the GVR Commercial Property and has the legal right to grant the Surface Access to the GVR Commercial Property.
- 13.2. AH shall construct all landscaping and required buffering around each of the Well Pads to meet the City of Aurora and AH's requirements for the ET Center. AH shall give Grantee 30 days' notice before installing landscaping and shall give Grantee a copy of its landscaping plans at that time.
- 13.3. Except as depicted on Exhibit C, Grantor shall not impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or other improvements that obstruct Surface Access without notice and written consent from Grantee.
- 13.4. Subject to Section 1.6, AH shall not change the grade of the OGOAs or ROWs as reflected in Exhibit E without the express written consent of Grantee, which consent shall not be unreasonably withheld or delayed.
- 13.5. Grantor gives permission, consent, and authorization for Grantee's Operations on the Property and Grantor shall not object to Grantee's use of the surface or its Surface Access as long as it is consistent with this Agreement.
- 13.6. Grantor shall:
 - 13.6.1. Not oppose any permit applications that Grantee, its subsidiaries or affiliates, submit to any governing body that are consistent with this Agreement and the DA, and
 - 13.6.2. Provide Grantee, its subsidiaries and affiliates, with any written support or endorsement they may reasonably request to obtain permits from any governing body with jurisdiction over Operations.

14. Grantee's Conduct.

- 14.1. Grantee shall conduct its Operations in a safe and workmanlike manner and in compliance with Applicable Law, with due regard for the interests and concerns of adjacent property owners and occupants. For purposes of this Agreement, "**Applicable Law**" means all laws (including statutory and common law), rules, ordinances, regulations, codes or similar enactments by any federal, state, county, municipal or quasi-governmental entity with jurisdiction over the Property or any portion thereof, as they may hereafter be enacted, issued or amended, including the rules of the COGCC, ordinances of Adams County and the City of Aurora and the orders, permits or requirements of any federal, state or local administrative agencies having jurisdiction over Grantee's operations on the Property.
- 14.2. Grantee shall construct OGOAs, Well Pads, and ROWs to provide a safe working area while reasonably minimizing the total surface area disturbed.
- 14.3. Grantee shall install a gate, of a style and color approved by AH, at the entrance to each of the Well Pads from the access road and, if requested by AH, a cattleguard at each existing fence line.
- 14.4. Grantee shall control dust and erosion in all Surface Access areas as needed. Grantee shall keep OGOAs, Well Pads and ROWs free of noxious weeds.
- 14.5. Grantee shall comply with all requirements under Applicable Law relating to storm water runoff, sediment, and erosion control and shall obtain storm water permit(s) for all of Grantee's activities.
- 14.6. Grantee, at no additional cost, may clear all trees, undergrowth and other obstructions from the Surface Access as needed.
- 14.7. Grantee may park vehicles within the temporary work space of the ROW during times of construction or other work. Employees of Grantee or its contractors shall not otherwise park on the Property outside of the OGOAs and are permitted to park in the OGOAs only while conducting operations on behalf of Grantee. No living quarters will be constructed upon the Property, except those temporary living quarters used by Grantee during drilling, completion or reworking activities.
- 14.8. Grantee may store material (e.g., soil and gravel) excavated from the Property on the OGOA or ROW to be used for construction or reclamation. Grantee also may import or export material to or from the Property for construction or reclamation. To the extent Grantee has excess fill, it shall make such material available to AH at no cost.
- 14.9. Grantee will use recognized industry standard management practices in its conduct of Operations on the Property, including management practices and conditions of approval required by the COGCC, Adams County

or the City of Aurora in approved permits. Grantee shall adhere to the Minimum Development Standards in Exhibit G.

- 14.10. None of Grantee's employees, agents, or contractors, or any other person under the direction or control of Grantee will be permitted to carry firearms or any other weapon on the Property, and such persons will not hunt, fish, or engage in recreational activities on the Property. No dogs will be permitted on the Property at any time. Grantee will notify all of its contractors, agents, and employees that no dogs, firearms, weapons, hunting, fishing, or recreational activities will be allowed on the Property. This provision does not apply to law enforcement units or personnel, whether on or off duty, who may serve as security contractors for Grantee.
- 14.11. None of Grantee's employees, agents, or contractors, or any other persons under the direction or control of Grantee will possess or be under the influence of alcohol or illegal drugs or other substances that could impair performance or otherwise create safety concerns while on the Property, and Grantee will have a program in place to enforce such restrictions with its contractors.
- 14.12. Grantee shall give AH copies of applications and filings with the COGCC or other oil and gas regulating body as they are filed. This includes Form 2 and 2A. Grantee shall notify AH of any hearing or opportunities for public comment regarding permits or applications associated with the Property.

15. **Tax Abatement Period.**

- 15.1. During the Tax Abatement Period, Grantor shall not consent to, and shall use best efforts to oppose all attempts to:
 - 15.1.1. create any District that would include Well Pads A, B, C, D, E, and F, Grantee's leasehold interests in such Well Pads or the wells drilled thereon, production therefrom, and all rights and interests of Grantee in such Well Pads arising pursuant to this Agreement within such District's boundaries or jurisdictions;
 - 15.1.2. include Well Pads A, B, C, D, E, and F, Grantee's leasehold interests in such Well Pads or the wells drilled thereon, production therefrom, and all rights and interests of Grantee in such Well Pads arising pursuant to this Agreement within the boundaries or jurisdictions of any existing District of which it is not currently included in, including, without limitation, the Aerotropolis Area Coordinating Metropolitan District;
 - 15.1.3. impose or increase any mill levy or other tax, fee, or other charge of any District (other than the five mill levy imposed, or to be imposed, by the Regional Transportation Authority) upon Well Pads A, B, C, D, E, and F, Grantee's leasehold interests in such Well

Pads or the wells drilled thereon, production therefrom, and all rights and interests of Grantee in such Well Pads arising pursuant to this Agreement; or

- 15.1.4. impose any covenants, conditions, rules, regulations, review or approval processes, design or architectural standards, assessments, zoning, overlays, entitlements, matters of record, master plans, comprehensive plans, or other restrictions on Well Pads A, B, C, D, E, and F, Grantee's leasehold interests in such Well Pads or the wells drilled thereon, production therefrom, and all rights and interests of Grantee in such Well Pads arising pursuant to this Agreement, which are more restrictive than the provisions set forth in this Agreement, whether imposed by a District or other body, entity, or person.
- 15.2. For the purposes of this Paragraph, "**District**" means any special district formed pursuant to Article 1 of Title 32 of the Colorado Revised Statutes; any urban renewal authority, downtown development authority, business improvement district, special improvement district, or other body or entity formed pursuant to Article 25 of Title 31 of the Colorado Revised Statutes; any common interest community, condominium community, cooperative, or planned community formed pursuant to Article 33.3 of Title 38 of the Colorado Revised Statutes, commonly referred to as the Colorado Common Interest Ownership Act; or any other body or entity with the power to impose taxes, assessment, charges, or fees upon the Property; provided, however, that so long as its mill levy does not exceed five (5) mills, "District" for purposes of this Article 15 does not include the Aerotropolis Regional Transportation Authority. Grantee acknowledges that Well Pads A, B, C and D are within the boundaries of the Regional Transportation Authority and that Well Pads E and F, as part of the inclusion of Section 28, may be included into the Regional Transportation Authority and Grantee consents to such inclusion.
- 15.3. The Tax Abatement Period will be in effect for a period of 11 years from the Effective Date of this Agreement ("**Tax Abatement Period**"). Subsequent to the expiration of the Tax Abatement Period, and so long as this Agreement remains in effect, AH shall have the right to include or consent to the inclusion of the Well Pads within the boundaries of a District, provided that the total combined mill levy for such District or Districts, including all mill levies for debt service and operations and maintenance, for Grantee is not higher than that of other businesses located within the District(s). Upon request of AH, Grantee agrees to execute and deliver an acknowledgment that the Tax Abatement Period has expired.
16. **Water Quality and Quantity.**
 - 16.1. Grantee shall comply with all applicable provisions of COGCC Rule 609, as well as any other water testing requirements of Applicable Law. If the

regulations of the COGCC now or in the future require more frequent or stringent mitigation or remediation, such standards shall be implemented.

17. **ET Center Protective Provisions.**

- 17.1. The ET Center will have covenants and restrictions regarding property development, construction of buildings and other improvements, zoning and other customary matters ("**ETC Restrictions**"). Grantee, its Leases, and Surface Access for Grantee will not be subject to the ETC Restrictions which are more restrictive than the provisions set forth in this Agreement.
- 17.2. Grantee shall not object, oppose, or seek to prevent AH from:
 - 17.2.1. obtaining any required permits to develop the Property for such commercial, industrial and other uses consistent with its purpose as an ET Center as AH determines from time to time, or
 - 17.2.2. developing the Property as an ET Center, subject to Grantee's rights under this Agreement.
- 17.3. Grantee agrees that it will conduct its Operations under this Agreement with due regard for the properties, improvements, businesses, operations, and activities of the ET Center and the Highlands Development. AH agrees that it will conduct its operations in the ET Center with due regard for the properties, oil and gas operations and activities of Grantee on the OGOAs under this Agreement.
- 17.4. Grantee shall consult with AH on signage around Well Pads and roads and shall comply with AH's requests as reasonably practicable and allowed by law.

18. **Notice.** Any notice permitted or required by this Agreement will be in writing and must be given by personal delivery, United States mail, overnight courier, or another means that can confirm receipt, directed to the correct contact person. All notices so given will be effective upon hand delivery; if delivered by overnight courier, one business day after timely deposit with the courier service, charges for next business day delivery prepaid; if mailed, three days after deposit, postage prepaid, certified mail - return receipt requested, with the United States Postal Service. All notices should be sent to the following addresses:

Grantee:
ConocoPhillips Company
Att: Surface Land
34501 Quincy Ave, Building #1
Watkins, CO 80137

And:
ConocoPhillips Company
Att: Surface Land

935 N. Eldridge
Houston, TX 77079

AH:
Aurora Highlands LLC
6985 S. Pecos Rd
Las Vegas, NV 89120

GVR Commercial:
GVR King Commercial LLC
250 Pilot Road, Suite 140
Las Vegas, NV 89119
Attn: Robert M. Evans
Facsimile: (702) 617-1727

If, at any time, the interest of a party is divided among or owned by four or more co-owners, the other party may, in its discretion, require such co-owners to appoint a single agent with full authority to receive notices under this agreement.

19. **Damages and Indemnities.**

19.1. **Limitation of Damages.** No Party shall be liable for, or be required to pay, punitive, exemplary, incidental or indirect damages to the other Party for activities undertaken within the scope of this Agreement.

19.2. **Indemnification.** Except as to Environmental Claims governed by Section 19.3 below, each Party will be and remain responsible for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other costs associated therewith (all of the aforesaid herein referred to collectively as "Claims"), arising out of or connected with such Party's or its Indemnified Party Group's operations or activities on the Property, no matter when asserted. Each Party will release, defend, indemnify and hold harmless the other Party, its affiliates, and their respective members, managers, officers, directors, employees, agents and contractors, successors and assigns (the "Indemnified Party Group") from and against all such Claims regardless (except as expressly provided herein) of who may be at fault or otherwise responsible under any other contract, or any statute, rule or theory of law, including but not limited to theories of joint or strict liability, premises liability, and regardless of cause, but excluding gross negligence or willful misconduct of the member of the Indemnified Party Group seeking indemnity. This provision does not, and will not be construed to, create any rights directly enforceable by persons or entities not a party to this Agreement, nor does it create any separate rights in parties to this Agreement other than the right to be indemnified for Claims as provided herein.

For purposes of clarification, certain future actions of AH may include the sale of all or some portion of the Property to individuals or entities that

are not under the control of AH. Claims asserted by such third party purchasers against Grantee will not be deemed to arise from the "activities" of AH or its Indemnified Party Group within the meaning of this Section 19.2 and will not give rise to an obligation by AH to indemnify Grantee.

- 19.3. Environmental Matters. The provisions of Section 19.2 above will not apply to any Environmental Claims, which will be governed exclusively by the following:

19.3.1. "**Environmental Claims**" will mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage, arising from operations on or ownership of the Property or ownership of the Leases, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including any Claims arising from applicable Environmental Laws (as defined below) or relating to naturally occurring radioactive material. Environmental Claims will 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.

19.3.2. "**Environmental Laws**" will mean any Applicable Law which relates to or otherwise imposes liability, obligation, or standards with respect to pollution or protection of the environment, and the use, generation, migration, storage, removal, treatment, remedy, discharge, release, transportation, disposal, or cleanup of Hazardous Material, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401 - 1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et seq.), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601 - 2629).

19.3.3. "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Colorado or the United States Government.

19.3.4. Indemnification. Grantee will protect, defend, indemnify, and hold harmless Grantor and its Indemnified Party Group from any Environmental Claims that arise out of Grantee's Operations on the Property or the ownership and operation by Grantee or any member of its Indemnified Party Group of any wells, equipment, fixtures or other property on the Property or any Pipeline or ROW on the Property. This indemnity specifically covers Environmental Claims arising from the completion or fracturing or refracturing of any well drilled by Grantee on the Property or lands pooled or unitized therewith. AH will fully protect, defend indemnify and hold harmless Grantee and its Indemnified Party Group from any

and all Environmental Claims relating to the Property that arise out of AH's operations on the Property. The indemnities contained in this Section are regardless (except as expressly provided herein) of who may be at fault or otherwise responsible under any other contract, or any statute, rule or theory of law, including but not limited to theories of joint or strict liability, premises liability, and regardless of cause, but excluding gross negligence or willful misconduct of the indemnified Party or any member of its Indemnified Party Group.

- 19.4. Exclusion from Indemnities. The indemnities of the Parties contained in Sections 19.2 or 19.3 will not cover or include any amounts which the indemnified Party is actually reimbursed by any third party, net of reasonable attorney's fees and costs incurred by the indemnified Party in recovering such amounts. The indemnities in this Agreement will not relieve any party from any obligation to third parties.
- 19.5. Effect of Assignment. The provisions of this Section 19, including the indemnifying Party's indemnification and defense obligations, shall survive the expiration or earlier termination of this Agreement and the assignment by a Party of its interest in the Property to the extent the acts or omissions giving rise to such obligations arose or accrued from that Party's operations or activities occurring prior to such assignment.

20. Environmental matters.

- 20.1. Spill or Release. In the case of a release, spill, leak or discharge of Hazardous Material as a result of Grantee's Operations on or in the Property or other lands, Grantee shall take immediate and necessary measures to control the spill or release to the extent possible and shall as soon as possible take all necessary action to remediate the affected area and prevent harm to human health and safety and to the environment, including wildlife, in accordance with applicable Environmental Laws. Grantee shall reimburse AH for any penalties and costs and expenses or damages incurred by AH or any member of AH's Indemnified Party Group as a result of the release spill, leak or discharge. Grantee shall give AH prompt notice of any release, spill, leak or discharge in amounts subject to reporting under Applicable Law immediately upon Grantee's discovery thereof.
21. Inspections. Upon reasonable advance notice to Grantee, AH and its authorized agents and representatives will have access to the OGOAs and will have, at their sole risk and expense, the right to witness and observe all Operations conducted thereon, including the drilling, logging, testing, casing, completing, and plugging and abandonment of any well thereon. If AH elects to access the OGOAs, it will abide by Grantee's safety procedures and AH must be accompanied by Grantee's designated representative. AH will indemnify, defend and save and hold harmless Grantee, its parent, subsidiaries, affiliates, and contractors, and each of their respective directors, officers, employees, agents and representatives from and

against any claims and liabilities for damage to property or injury to persons arising out of the acts or omissions of AH or its agents or representatives in connection with such inspections.

22. **Assignability.**

22.1. Grantee shall not assign or delegate all or any right or obligation of this Agreement, other than to an affiliate, without the prior written consent of AH, which shall not be unreasonably withheld. Transferee's ability to reasonably demonstrate financial, technical, or operational capability and its compliance with the insurance requirements of Sections 26.1 and 26.2 are acceptable criteria for determining if consent is reasonable or not. Notwithstanding the foregoing, no assignment or delegation of rights or obligations under this Agreement shall be effective except as appurtenant to an assignment of interest in the Leases. No assignment will be effective unless and until the assignee has executed an instrument expressly agreeing to assume all of Grantee's obligations under this Agreement.

22.2. **Transfer of Grantor's Interest in Property.**

22.2.1. A transfer of AH or GVR Commercial's interest in this Agreement will only be binding on Grantee if AH or GVR Commercial provide Grantee with:

- written notice and
- Copies of all recorded documents necessary to confirm the assignment.

22.2.2. A transfer of AH or GVR Commercial's interest in the Property will not affect Grantee's obligations under this Agreement or its ability to perform Operations.

23. **Binding Effect.** This Agreement binds and benefits the Parties and their respective permitted successors and assignees. The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors and permitted assigns, and shall run with Grantor's surface estate in the Property and with Grantee's oil and gas leasehold estate in the Property.

24. **Term.** This Agreement will be effective until 11:59 p.m. of January 1, 2026 or as long as any of Grantee's Leases are active, whichever is longer. Termination of this Agreement shall not relieve Grantee from liabilities or obligations incurred during the term of this Agreement prior to such termination.

25. **Force Majeure.** Any time limit for the performance of obligations under this Agreement (including but not limited to the completion of reclamation responsibilities, but excluding the payment of money) shall be extended for the affected obligations for delays due to fire, earthquake, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, acts of terrorism, strike or labor disputes, government laws, rules, regulations, orders, inability to obtain necessary

permits (other than as a result of failure to comply with requirements of the issuing governmental authority), shut-downs or delays, and other like casualty or other causes beyond its reasonable control ("**Force Majeure**"); provided, however, that:

- the Party claiming such delay shall give the other Parties prompt written notice of the Force Majeure event with reasonably full particulars concerning the same and thereupon the obligations of the Party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance thereof;
- the affected Party shall use diligent, reasonable efforts to minimize the duration of any delay; and
- such responsibilities shall continue, but with an extension of the completion deadline.

Force Majeure will not extend the deadlines in this Agreement for the revision and termination of setbacks as provided in Section 6.2 or the termination of the Tax Abatement Period as provided in Section 15.3 or for the drilling and completion of any wells as provided in Section 7.2 for which Form 2A applications for surface disturbance and Form 2 applications for drilling have not been submitted in complete form with the COGCC by December 31, 2022. In addition, Force Majeure will not extend any deadline for the drilling and completion of wells as provided in Section 7.2 beyond December 31, 2027.

The above exception for extension of the drilling and completion deadline in Section 7.2 and the Tax Abatement Period in Section 15.3 does not apply to those applications that are filed with the COGCC after December 31, 2022 in complete form and diligently pursued by Grantee with the reasonable expectation that they will be approved by the COGCC in time sufficient to allow for the drilling and completion of wells by December 31, 2024, but which are not approved by the COGCC or other issuing governmental authority or for which approval is delayed, in either such case preventing Grantee from timely drilling and completing its remaining wells covered by such post-December 31, 2022 applications by December 31, 2024, provided that such approvals would have been timely granted under normal course but for a change in government order, law, regulation, moratorium, measure, mandate, or other political mechanism occurring after December 31, 2022 that prevents Grantee from:

- being allowed to submit the affected applications for approval,
- having sufficient processing time for the affected applications to be approved, or
- receiving an approved permit application for the affected applications.

Notwithstanding the foregoing, any extension of the drilling and completion deadline for applications filed after December 31, 2022 for the reasons stated above shall not extend the deadline for the drilling and completion of wells under the affected applications beyond December 31, 2027.

On and after January 1, 2025, the Platting Restriction and Building Restriction will terminate and the Buffer Area will reduce to any setback acceptable to the City of Aurora. On and after January 1, 2025, prior to commencing, and while conducting, drilling and completion operations within 1,500 feet of an occupied building, Grantee shall install sound walls, sound and light mitigation improvements, fencing, and other screening measures to minimize noise, light, dust and similar nuisance conditions associated with oil and gas drilling and completion operations.

25.1. Proposition 112. Notwithstanding the foregoing, the Parties recognize that Proposition 112 is on the statewide ballot in Colorado for the November 2018 election and that its enactment could result in significant delays in obtaining permits for wells in Colorado and possibly prevent permits from issuing. In order to address the uncertainty regarding Proposition 112, the Parties agree that the drilling and completion deadline of December 31, 2024 stated in Section 7.2 and the termination of the Tax Abatement Period as provided in Section 15.3 shall be extended by one day for each affected Well Pad for each day following December 31, 2022 on which a COGCC Form 2A or Form 2 or any permit from the City of Aurora or Adams County necessary for drilling wells on such Well Pad cannot be filed or, if filed by December 31, 2022, is delayed in issuance because of Proposition 112, as it may be amended, or any rules issued thereunder by any governmental authority, plus a further period of one year if more than one Well Pad is affected. By way of example, if a Form 2A for a Well Pad is filed no later than December 31, 2022 but its issuance is delayed because of Proposition 112 until July 1, 2023, the drilling and completion deadline for the wells on such Well Pad will be extended until June 30, 2025 and the termination of the Tax Abatement Period for the wells on such Well Pad will be extended by 180 days. If this delay affects two Well Pads, the drilling and completion deadline for the wells on both affected Well Pads will be extended until June 30, 2026 and the termination of the Tax Abatement Period for the wells on such Well Pads will be extended by 18 months. In no event will the tolling period for the drilling and completion of wells under this paragraph extend beyond December 31, 2027. The tolling provided in this paragraph is available only if Grantee makes diligent efforts to file and pursue approval of the permits in question, and Grantee agrees to keep Grantor informed on a timely and continuing basis of the progress of its permit applications affected by such delays.

26. **Insurance.**

26.1 Insurance Requirements. Except as stated in Section 26.3, Grantee will maintain during the term of this Agreement:

26.1.1 Workers Compensation Insurance which will comply with all applicable Workers' Compensation and Occupational Disease Laws and which will cover all of the Grantee's employees performing any work or activities as to the Property.

26.1.2 Liability. Commercial General Liability Insurance, including contractual liability coverage as well as sudden and accidental pollution liability coverage, with a combined bodily injury and property damage limit of not less than \$10,000,000 per occurrence.

26.1.3 Environmental. Environmental Impairment Liability Insurance with a limit of not less than \$10,000,000 per occurrence.

26.2 Except as stated in Section 26.3, Grantee shall ensure that its contractors have adequate insurance in accordance with Grantee's customary practice and that its and its contractors' insurers waive all rights of recovery or subrogation against AH, its affiliates, and their respective agents, directors, officers, employees, servants, co-lessees or co-venturers. As to such liability insurance, AH shall be named as an additional insured to the extent of Grantee's liabilities and obligations hereunder that are covered by such liability insurance. Such liability insurance of Grantee shall be written on customary policy forms and by insurance companies with ratings of no less than A- VII or better. Upon request of AH (except if Grantee is self-insured) and in any event upon transfer of Grantee's interest in this Agreement to an approved assignee, Grantee shall furnish AH with certificates of insurance evidencing compliance with this provision. All such certificates must be signed by authorized representatives of the insurance companies and provide for not less than ten days prior written notice to AH in the event of cancellation affecting AH's interest. Neither failure to comply, nor full compliance with the insurance provisions of this Agreement, shall limit or relieve Grantee from its indemnity obligations in accordance with this Agreement. Grantee agrees to maintain all such liability insurance in accordance with the terms of this Section 26 until the termination of this Agreement.

26.3 Self-Insurance. Notwithstanding the above, Grantee may elect to self-insure all or any part of its insurance requirements to the extent allowed by applicable law provided that Grantee provides AH with a letter of self-insurance, a copy of which has been provided. In the event Grantee self-insures, it shall be relieved of the obligations stated in Sections 26.1 and 26.2 except as required by Applicable Law. In the event of an assignment or transfer of this Agreement by Grantee, the provisions of this Section 26.3 shall not apply unless Grantor in its sole discretion agrees to permit the assignee or transferee to self-insure and to forego compliance with Sections 26.1 and 26.2.

27. Bond.

27.1. Compliance with Laws. Grantee agrees to promptly purchase and post any and all bonds, supplemental bonds or other security which may be required of it pursuant to Applicable Law.

28. **Conflicts.** In the event of any conflict between this Agreement and the Leases, the terms and provisions of this Agreement will control.
29. **No Third-Party Beneficiaries.** This Agreement does not, and will not be construed to, create any rights in persons or entities not a party to this Agreement.
30. **Dispute Resolution.** Any dispute, controversy, or claim (of any and every kind or type, whether based on contract, tort, statute, regulation, or otherwise) arising out of, connected with or relating in any way to this Agreement or any Operations or to the Property as provided in this Agreement, including any question regarding the existence, validity or performance of any agreement ("**Dispute**"), shall be referred to and resolved by final and binding arbitration in accordance with the International Institute for Conflict Prevention and Resolution ("**CPR**") Rules for Administered Arbitration (the "**Administered Rules**" or "**Rules**"). The seat of arbitration shall be Denver, Colorado. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
- 30.1. The arbitral tribunal shall consist of three (3) arbitrators to be appointed as follows:
- 30.1.1. If the notice of arbitration names only one claimant and one respondent, and no Party has exercised its right of joinder or intervention as provided for below or in the Rules, the claimant and the respondent shall each nominate one arbitrator within 30 days after the expiry of the period during which the Parties can exercise their right of joinder or intervention. The third arbitrator, who shall act as the presiding arbitrator, shall be nominated by agreement of the co-arbitrators within 30 days of appointment of the second arbitrator. If any arbitrator is not nominated within these time periods, the CPR shall make the appointment; and
- 30.1.2. If more than two Parties are named as either claimants or respondents in the notice of arbitration, or at least one Party exercises its right of joinder or intervention as provided for below or in the Rules, the claimant(s) shall jointly nominate one arbitrator and the respondent(s) shall jointly nominate the other arbitrator, both within 30 days after the expiry of the period during which the Parties can exercise their right to joinder or intervention. If any of the Parties fails to nominate an arbitrator during the foregoing time period, the CPR shall, upon the request of any Party, appoint all three arbitrators and designate one of them as the presiding arbitrator. If the claimant(s) and the respondent(s) nominate the arbitrators as provided above, the third arbitrator, who shall act as the presiding arbitrator, shall be nominated by agreement of the co-arbitrators within 30 days of appointment of the second arbitrator. If the Parties fail to nominate the presiding arbitrator as provided above, the presiding arbitrator shall be appointed by the CPR.

- 30.1.3. The arbitrators selected shall be qualified by education, training, and experience to hear and determine oil and gas disputes, or shall be members of the CPR's Energy, Oil & Gas Panel of Neutrals.
- 30.2. Any Party may, either separately or together with any other Party, initiate arbitration proceedings pursuant to this clause against one or more other Parties to this Agreement. The Parties agree that an arbitral tribunal appointed hereunder or under any of the Related Agreements (as that term is defined in the DA) may exercise jurisdiction with respect to Disputes arising out of or relating to this Agreement and/or Disputes arising out of or relating to any of the Related Agreements.
- 30.3. Any contracting Party serving a notice of arbitration under this clause or any other document in the arbitration notifying a claim ("**Notice**") shall send a copy of the Notice to every other contracting Party. A Notice shall include, without limitation, notice of any claim, counterclaim, cross-claim, and any claim by or against any Party or any joined or Intervening Party.
- 30.4. In addition to any right to join Parties and consolidate arbitrations in accordance with the Rules, any Party to this Agreement and/or Related Agreements that is not already a Party to the arbitration may intervene as a Party to the arbitration (the "**Intervening Party**") by submitting a written notice to all the Parties within 30 days of receipt of the Notice.
31. **Amendments.** This Agreement may only be amended by the written agreement of both parties.
32. **Construction of Agreement.** References made in this Agreement, including use of a pronoun, will be deemed to include where applicable, masculine, feminine, singular or plural, individuals or entities. The word "including" will mean "including, without limitation." The provisions of this Agreement have been independently, separately and freely negotiated by Grantor and Grantee as if drafted by both. The parties waive any statutory or common law presumption that would serve to have this Agreement construed in favor of or against either of them.
33. **Applicable Law.** This Agreement will be governed by and interpreted in accordance with the laws of Colorado, excluding any choice of law provisions that would refer the matter to the laws of another jurisdiction.
34. **Relationship of Grantor and Grantee.** This Agreement does not create a partnership, joint venture, fiduciary duty, or any other special relationship between Grantor and Grantee.
35. **Severability.** If any provision of this Agreement is illegal, invalid or unenforceable under present or future laws applicable to this Agreement, Grantor and Grantee intend that the remainder of this Agreement will remain in full force and effect so as to fulfill as fully as possible their intent as expressed by the then existing terms of this Agreement, including the invalidated provision.

36. **Will Not Diminish Other Rights.** This Agreement is a clarifying and confirming document and must not be construed as a waiver of any rights Grantee or Grantor has under any other agreement or instrument pertaining to the Property. If it becomes necessary or desirable to utilize locations materially different from those agreed upon due to regulatory requirements or otherwise, the parties will negotiate a modification to this Agreement.
37. **Merger of Prior Agreements.** This Agreement is subject to the DA. This Agreement, along with the DA, and other specific agreements referenced in the DA, contain the sole and entire agreement and understanding of Grantor and Grantee with respect to the matters addressed in this Agreement and shall supersede all prior agreements between Grantor and Grantee with respect to such matters. Without limiting the foregoing, this Agreement replaces and supersedes in its entirety that certain Amended and Restated Surface Use and Damage Agreement dated May 18, 2011 recorded with reception number 2015000103088 in the Adams County Clerk's Office; that certain Amended and Restated Surface Use and Damage Agreement recorded with reception number 2016000001253 in the Adams County Clerk's Office; that certain Amended and Restated Surface Use and Damage Agreement recorded with reception number 2016000001252 in the Adams County Clerk's Office; and, that certain Amended and Restated Surface Use and Damage Agreement recorded with reception number 2016000066962 in the Adams County Clerk's Office.
38. **Recording.** This Agreement, and any amendment to this Agreement, will be promptly recorded by Grantee, and Grantee shall provide AH with a copy showing the recording information as soon as practicable. The Agreement constitutes a covenant running with title to the Property as a burden thereon, for benefit of the parties, and enforceable by the parties and their successors and assigns.
39. **Counterparts.** This Agreement may be executed in two or more original counterparts, all of which together will constitute one and the same Agreement.
40. **Enforcement Costs.** If any Party defaults under this Agreement, the defaulting Party will pay any litigation costs and expenses, including reasonable attorney's fee, incurred by the non-defaulting Party in enforcing this Agreement or in seeking any remedy at law or in equity for such default.

Signature Pages Follow

Grantor:
Aurora Highlands, LLC
By: CGE Management, Inc., a Nevada
corporation

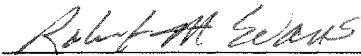


Name: Carlo G. Ferreira
Title: President
Date: 10/24/2018

Grantee:
ConocoPhillips Company

Name: Lindsay B. Weddle
Title: Attorney-in-fact
Date:

GVR King Commercial LLC, a Colorado
limited liability company



Robert M. Evans
Senior Vice President

Burlington Resources Oil & Gas Company LP
By: BROG GP LLC, its sole general partner

Name: Lindsay B. Weddle
Title: Attorney-in-fact

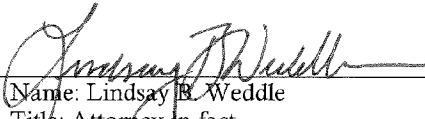
Exhibits attached:

Exhibit A: Property
Exhibit B: Leases
Exhibit C: Preliminary Conceptual Design for Energy and Technology Center
Exhibit D: OGOAs, Well Pads and ROWs
Exhibit E: Earthwork Specifications for Well Pads A and B
Exhibit F: Acknowledgment of Satisfaction of Surface Preparation
Exhibit G: Minimum Development Standards

Grantor:
Aurora Highlands, LLC
By: CGF Management, Inc., a Nevada
corporation

Grantee:
ConocoPhillips Company

Name: Carlo G. Ferreira
Title: President
Date:

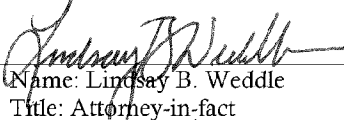


Name: Lindsay B. Weddle VT
Title: Attorney-in-fact
Date: 10/30/18

GVR King Commercial LLC, a Colorado
limited liability company

Burlington Resources Oil & Gas Company LP
By: BROG GP LLC, its sole general partner

Name: Robert M. Evans
Title: Senior Vice President
Date:



Name: Lindsay B. Weddle VT
Title: Attorney-in-fact
Date: 10/30/18

Exhibits attached:

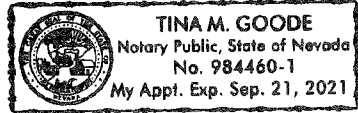
Exhibit A:	Property
Exhibit B:	Leases
Exhibit C:	Preliminary Conceptual Design for Energy and Technology Center
Exhibit D:	OGOAs, Well Pads and ROWs
Exhibit E:	Earthwork Specifications for Well Pads A and B
Exhibit F:	Acknowledgment of Satisfaction of Surface Preparation
Exhibit G:	Minimum Development Standards

ACKNOWLEDGMENTS

STATE OF NEVADA

COUNTY OF CLARK

This Agreement was acknowledged before me on 10/26, 2018 by Carlo Ferreira, President of CGF Management, Inc., a Nevada corporation, Manager of Aurora Highlands, LLC, a Nevada limited liability company.

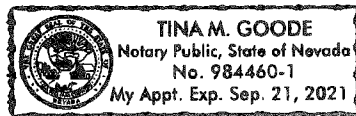


Tina M. Goode
Notary Public, State of ~~Colorado~~ NEVADA
My commission expires: 9/21/21

STATE OF NEVADA

COUNTY OF CLARK

This Agreement was acknowledged before me on 10/26, 2018 by Robert M. Evans, as Senior Vice President of GVRE King Commercial LLC, a Colorado limited liability company.

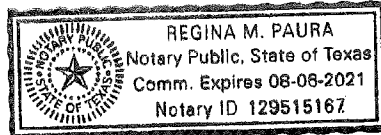


Tina M. Goode
Notary Public, State of ~~Colorado~~ NEVADA
My commission expires: 9/21/21

STATE OF TEXAS

COUNTY OF HARRIS

This Agreement was acknowledged before me on October 30, 2018 by Lindsay B. Weddle, as attorney-in-fact of ConocoPhillips Company, a Delaware corporation.

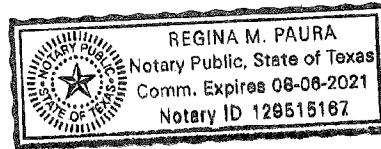


Regina M. Paura
Notary Public, State of Texas
My commission expires:

STATE OF TEXAS

COUNTY OF HARRIS

This Agreement was acknowledged before me on October 30, 2018 by Lindsay B. Weddle, as attorney-in-fact of BROG GP LLC, a Delaware limited liability company, acting on behalf of Burlington Resources Oil & Gas Company LP, a Delaware limited partnership, as its sole general partner.



Regina M. Paura
Notary Public, State of Texas
My commission expires:

Electronically Recorded RECEPTION#: 2018000088826,
11/1/2018 at 3:36 PM, 35 OF 62,
TD Pgs: 0 Stan Martin, Adams County, CO.

EXHIBIT A

(Attached)

Attached to and made a part of that certain Surface Use Agreement dated effective as of October 24, 2018, by and between Aurora Highlands, LLC, GVR King Commercial LLC, and Burlington Resources Oil & Gas Company LP and ConocoPhillips Company.

EXHIBIT A

Property Description

Schuh Tract (503 acres, more or less):

A parcel of land located in Section 21, Township 3 South, Range 65 West of the 6th Principal Meridian, except the westerly 210.00 feet and the easterly 30.00 feet of said Section 21, Adams County, Colorado, being more particularly described as follows:

Commencing at the Southeast Corner of said Section 21, whence the East Quarter Corner of said Section 21 bears N00°11'03"W a distance of 2649.52 feet;

Thence N00°11'03" E along the easterly line of the Southeast Quarter of said Section 21 a distance of 744.39 feet;

Thence N89°18'30"W a distance of 30.00 feet to the Point of Beginning;

Thence N89°18'30"W a distance of 5044.28 feet;

Thence N00°00'30"E along the easterly line of a parcel of land deeded to Public Service Company of Colorado in Book 798 at Page 210 in Adams County Clerk and Recorder's Office a distance of 4506.44 feet;

Thence S89°51'22"E along the northerly line of said Section 21 a distance of 3147.61 feet;

Thence the following eleven (11) courses along the boundaries of two parcels of land described in Book 3811, Page 286, Reception No. B01020168, recorded August 29, 1991 in the Adams County Clerk and Recorder's Office:

1. S14°5'22"E tangent with the following described curve a distance of 676.29 feet;
2. Thence along the arc of a curve to the right having a central angle of 25°00'00", a radius of 970.00 feet, a chord bearing of S02°21'22"E a distance of 419.89 feet and an arc distance of 423.24 feet;
3. Thence S10°08'38"W tangent with the last described curve a distance of 508.30 feet;
4. Thence N79°51'22"W a distance of 1448.37 feet;
5. Thence S10°08'38"W a distance of 600.00 feet;
6. Thence S79°51'22"E a distance of 1448.37 feet;
7. Thence N10°08'38"E a distance of 550.00 feet;
8. Thence S79°51'22"E a distance of 60.00 feet;
9. Thence N10°08'38"E tangent with the following described curve a distance of 558.31 feet;
10. Thence along the arc of a curve to the left having a central angle of 25°00'00", a radius of 1030.00 feet, a chord bearing of N02°21'22"W a distance of 445.87 feet and an arc distance of 449.42 feet;
11. Thence N14°51'22"W a distance of 660.21 feet;

Thence S89°51'22"E along the northerly line of said Section 21 a distance of 1848.19 feet;

Thence S00°11'03"W along a line 30.00 feet westerly of and parallel with the easterly line of the Northeast Quarter of said Section 21 a distance of 2649.52 feet;

Thence S00°11'03"W along a line 30.00 feet westerly of and parallel with the easterly line

of the Southeast Quarter of said Section 21 a distance of 1905.13 feet to the Point of Beginning.

King Tract (656 acres, more or less):

Parcel 1:

A parcel of land located in Section 28, Township 3 South, Range 65 West of the 6th Principal Meridian, county of Adams, state of Colorado, more particularly described as follows:

Commencing at the Northeast Corner of said Section 28; Thence North 89 degrees 18 minutes 30 seconds West along the northerly line of said Section 28 a distance of 3467.05 feet to the point of beginning; Thence South 00 degrees 24 minutes 26 seconds East along a line parallel with the easterly line of said Section 28 a distance of 5300.62 feet; Thence North 89 degrees 37 minutes 52 seconds West along the northerly line of county road no. 26 according to book 5 at page 504 of the county commissioner's road book of Adams County a distance of 1642.20 feet; Thence the following 2 courses along the easterly line of parcel of land deeded to public service company of Colorado in book 798 at page 210 in the Adams County clerk and recorder's office: 1) North 00 degrees 00 minutes 26 seconds West a distance of 2639.83 feet; 2) Thence North 00 degrees 00 minutes 00 seconds East a distance of 2669.46 feet; Thence South 89 degrees 18 minutes 30 seconds East along the northerly line of said Section 28 a distance of 1604.94 feet to the point of beginning. Excepting therefrom that portion of land as conveyed in special warranty deed recorded May 29, 2007 at reception no. 2007000052063.

Parcel 2:

A parcel of land located in Section 28 and Section 21, all in Township 3 South, Range 65 West of the 6th Principal Meridian, except the easterly 30.00 feet, the westerly 210.00 feet of said Section 21, and the southerly 30.00 feet of said Section 28, county of Adams, state of Colorado, being more particularly described as follows;

Commencing at the northeast corner of said Section 28, whence the East quarter corner of said Section 28 bears South 00 degrees 24 minutes 26 seconds East a distance of 2648.98 feet; Thence North 89 degrees 18 minutes 30 seconds West along the northerly line of said Section 28 a distance of 30.00 feet to the point of beginning; Thence South 00 degrees 24 minutes 26 seconds East along a line 30.00 feet westerly of and parallel with the easterly line of the Northeast quarter of said Section 28 a distance of 2648.98 feet; Thence South 00 degrees 24 minutes 26 seconds East along a line 30.00 feet westerly of and parallel with the easterly line of the southeast quarter of said Section 28 a distance of 2619.05 feet; Thence North 89 degrees 55 minutes 11 seconds West along a line 30.00 feet northerly of and parallel with the southerly line of the Southeast quarter of said Section 28 a distance of 2626.08 feet; Thence North 89 degrees 37 minutes 52 seconds West along a line 30.00 feet northerly of and parallel with the southerly line of the Southwest quarter of said Section 28 a distance of 810.51 feet; Thence North 00 degrees 24 minutes 26 seconds West a distance of 5300.62 feet; Thence North 89 degrees 18 minutes 30 seconds West along the southerly line of said

Section 21 a distance of 1604.94 feet; Thence North 00 degrees 00 minutes 30 seconds East along the easterly line of a parcel of land deeded to public service company of Colorado in book 798 at page 210 in Adams County clerk and recorder's office a distance of 744.41 feet; Thence South 89 degrees 18 minutes 30 seconds East a distance of 5044.28 feet; Thence South 00 degrees 11 minutes 03 seconds West along a line 30.00 feet westerly of and parallel with the Easterly line of the Southeast quarter of said Section 21 a distance of 744.39 feet to the point of beginning.

Excepting therefrom that portion of land as conveyed in personal representative's deed recorded September 26, 1994 in book 4396 at page 322, and excepting therefrom that portion of land as conveyed in warranty deed recorded March 7, 2003 at reception no. C1107620 and excepting therefrom that portion of land as conveyed in special warranty deed recorded May 29, 2007 at reception no. 2007000052063.

GVR King Commercial LLC tract:

COMMENCING at the Southwest Corner of said Section 28, whence the South Quarter Corner of said Section 28 bears South 89°54'42" East 2662.68 feet, and all bearings are made as a reference hereon; Thence, along the southerly line of the Southwest Quarter of said Section 28, South 89°54'42" East 210.00 feet to the Southeast Corner of that certain parcel of land described in Book 798 at Page 210 of the records of the Clerk and Recorder of said Adams County; Thence, along the easterly boundary of said parcel of land, North 00°17' 17" West 30.00 feet to the intersection of said easterly boundary and a line parallel with and distant 30.00 feet northerly, measured at right angles, from the southerly line of the Southwest Quarter of said Section 28 and the POINT OF BEGINNING; Thence continuing along said easterly boundary the following 3 courses: 1) North 00°17'17" West 2,639.71 feet; 2) North 00°17'01" West 2,669.51 feet; 3) North 00°16'13" West 744. 41 feet to the northerly boundary of that certain parcel of land described in Book 4445 at Page 140 in said records; Thence, along said northerly boundary, South 89°35 '24" East 471.93 feet; Thence, departing said northerly boundary, South 00°31 '10" East 6051.20 feet to said parallel line; Thence, along said parallel line, North 89°54'42" West 496.78 feet to the POINT OF BEGINNING.

Electronically Recorded RECEPTION#: 2018000088826,
11/1/2018 at 3:36 PM, 39 OF 62,
TD Pgs: 0 Stan Martin, Adams County, CO.

EXHIBIT B

LEASES

(Attached)

Attached to and made a part of that certain Surface Use Agreement dated effective as of
October ~~21~~, 2018, by and between Aurora Highlands, LLC, GVR King Commercial
LLC, and Burlington Resources Oil & Gas Company LP and ConocoPhillips Company.

EXHIBIT B

EXISTING CONOCOPHILLIPS LEASES

COP Lease No: 344775/001
Lessor: Green Valley Aurora LLC
Lessee: Anadarko E&P Company LP
Lease Date: May 18, 2011
Recorded: Reception Number 2011000074689, Adams County, CO
Legal Description: Township 3 South, Range 66 West, 6th P.M.
Section 24: S2, NW4
Containing 457.55 acres, more or less

COP Lease No: 346993/001
Lessor: Green Valley East LLC
Lessee: Anadarko E&P Company LP
Lease Date: May 18, 2011
Recorded: Reception Number 2011000074690, Adams County, CO
Legal Description: Township 3 South, Range 65 West, 6th P.M.
Section 29: See Exhibit A of lease
Containing 407.66 acres, more or less

COP Lease No: 344695/001
Lessor: GVR King LLC
Lessee: Anadarko E&P Company LP
Lease Date: May 18, 2011
Recorded: Reception Number 2011000074691, Adams County, CO
Legal Description: Township 3 South, Range 65 West, 6th P.M.
Section 20: See Exhibit A of lease
Containing 61.26 acres, more or less

COP Lease No: 344696/001
Lessor: GVR King Commercial LLC
Lessee: Anadarko E&P Company LP
Lease Date: May 18, 2011
Recorded: Reception Number 2011000074693
Legal Description: Township 3 South, Range 65 West, 6th P.M.
Section 21: See Exhibit A of lease
Section 28: See Exhibit A of lease
Containing 16.81 acres, more or less

Electronically Recorded RECEPTION#: 2018000088826,
11/1/2018 at 3:36 PM, 41 OF 62,
TD Pgs: 0 Stan Martin, Adams County, CO.

COP Lease No: 346992/000
Lessor: SJSA Investments LLC
Lessee: Anadarko E&P Company LP
Lease Date: May 18, 2011
Recorded: Reception Number 2011000074692, Adams County, CO
Legal Description: Township 3 South, Range 65 West, 6th P.M.
Section 29: See Exhibit A of lease
Containing 220.00 acres, more or less

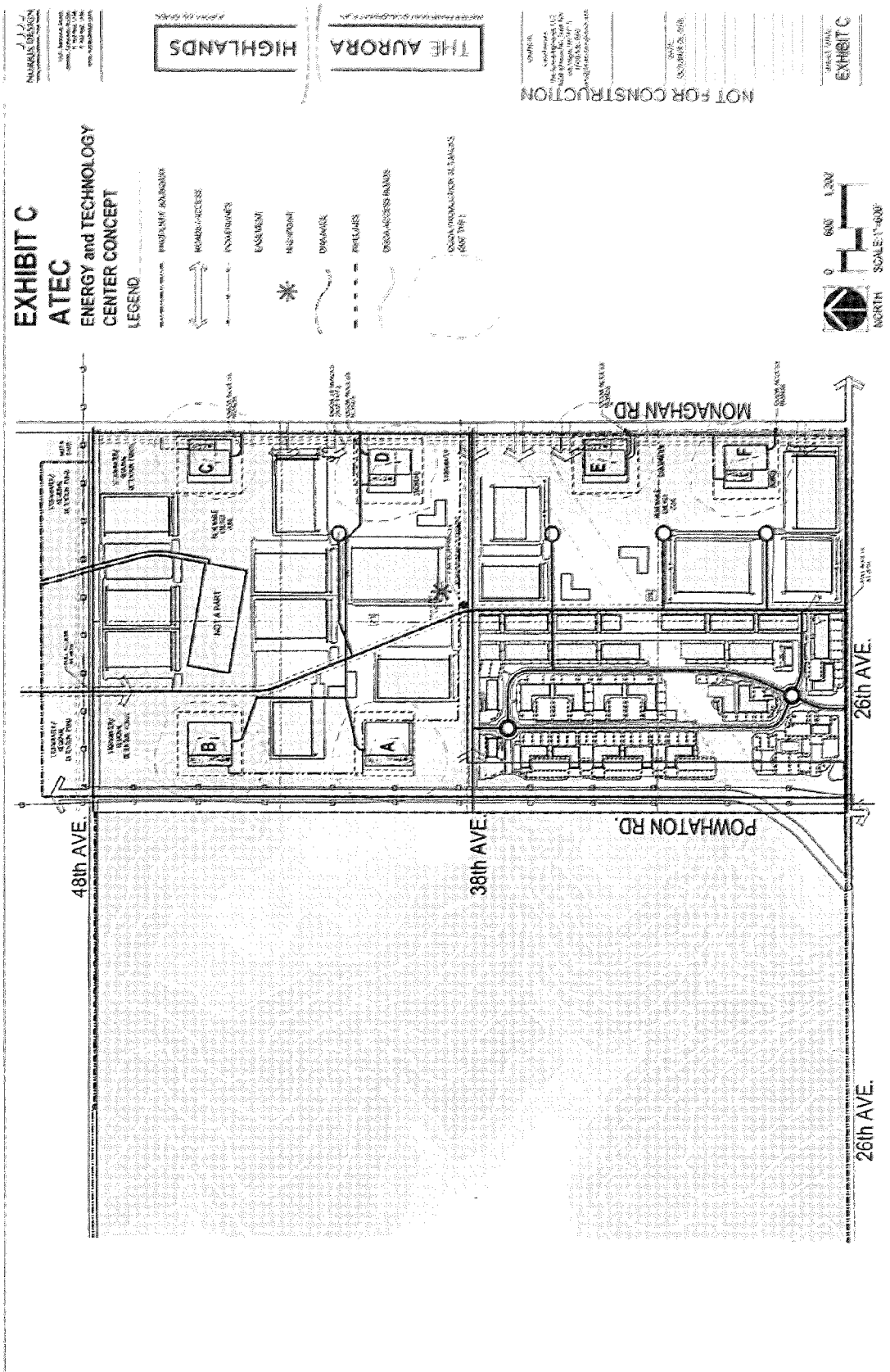
COP Lease No: 346991/001
Lessor: GVRE 470 LLC
Lessee: Anadarko E&P Company LP
Lease Date: May 18, 2011
Recorded: Reception Number 2011000074694, Adams County, CO
Legal Description: Township 3 South, Range 65 West, 6th P.M.
Section 19: See Exhibit A of lease
Containing 78.8 acres, more or less

Electronically Recorded RECEPTION#: 2018000088826,
11/1/2018 at 3:36 PM, 42 OF 62,
TD Pgs: 0 Stan Martin, Adams County, CO.

EXHIBIT C

PRELIMINARY CONCEPTUAL DESIGN FOR EN-
ERGY AND TECHNOLOGY CENTER

(Attached)

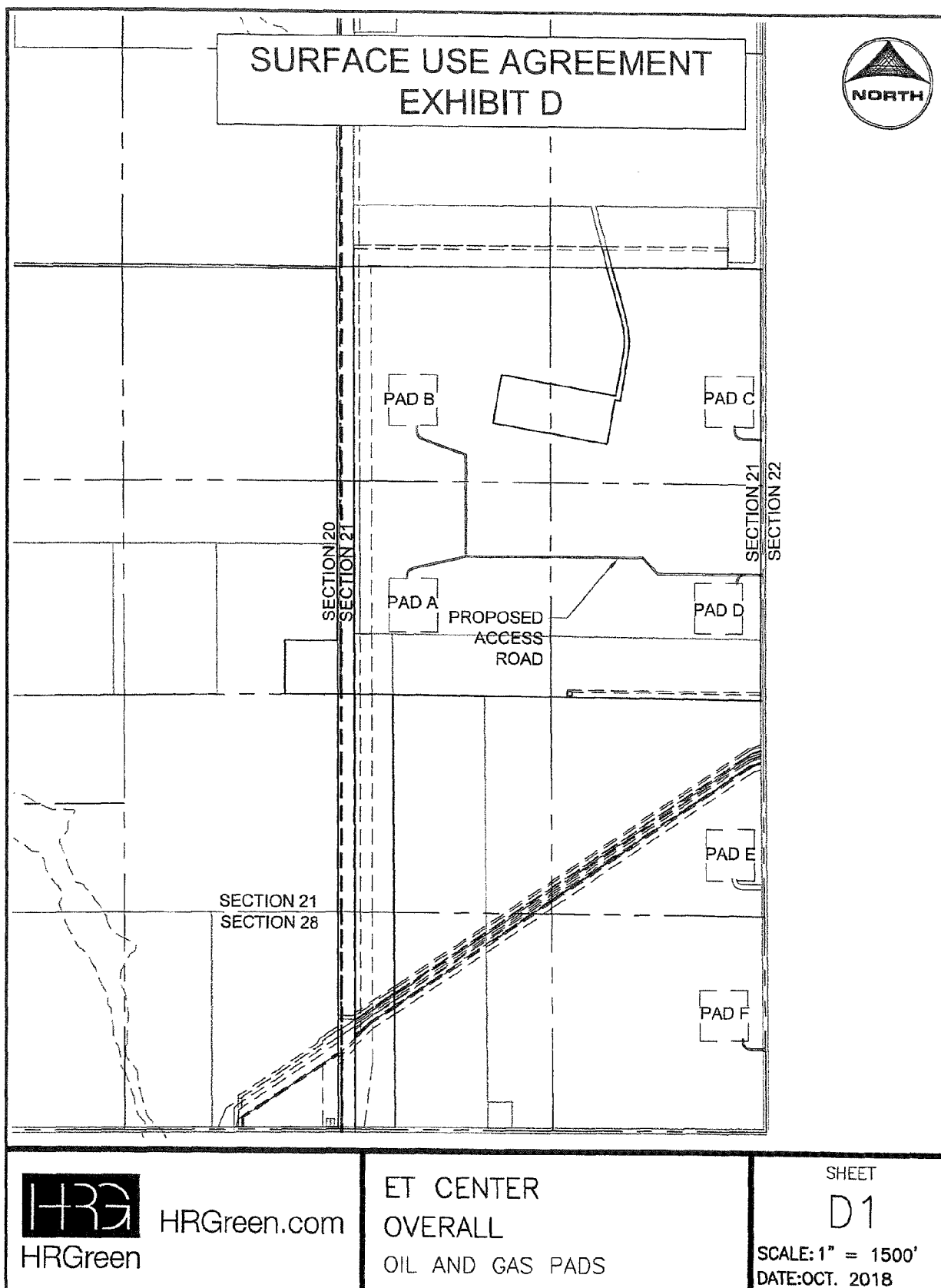


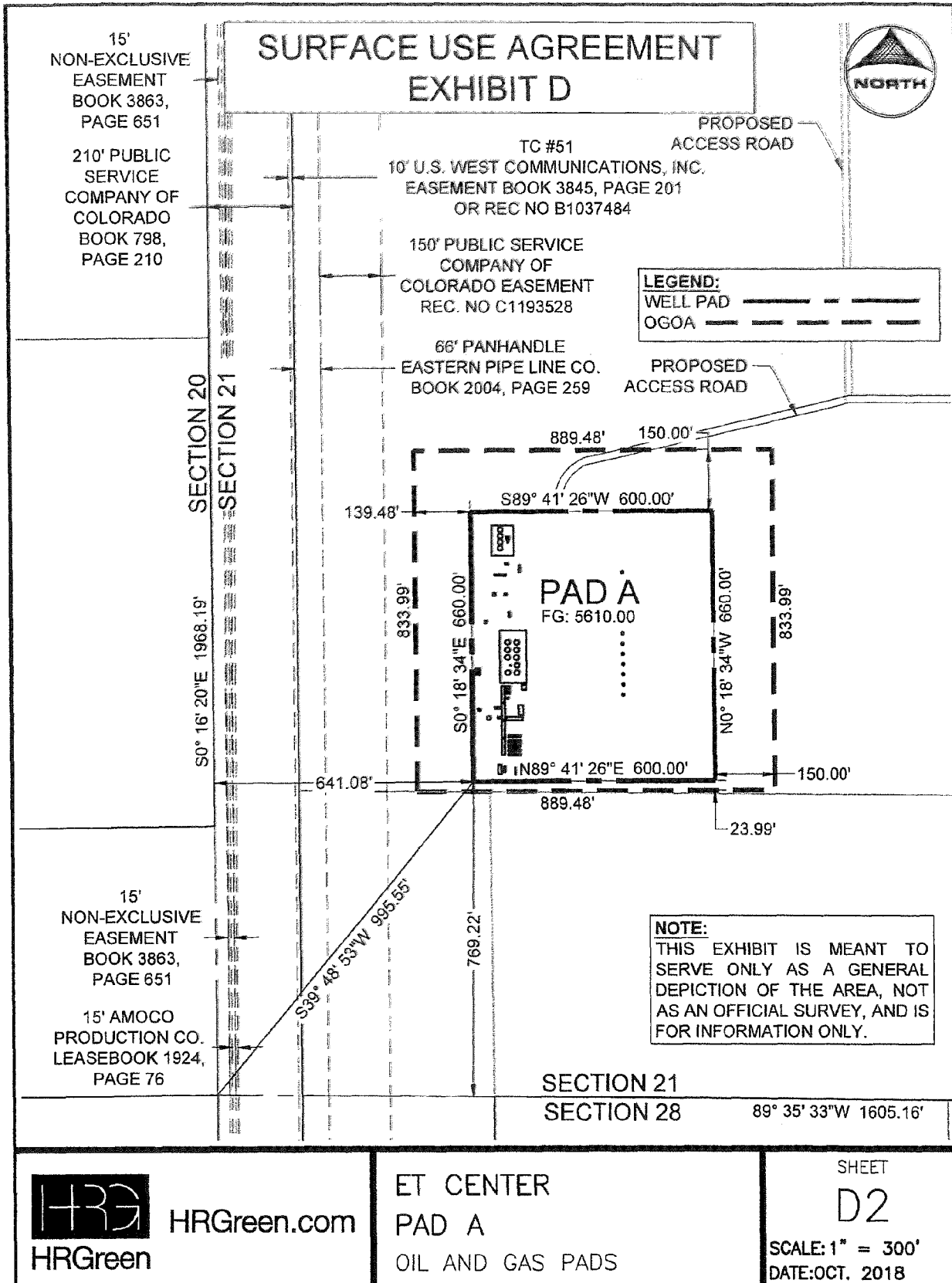
Electronically Recorded RECEPTION#: 2018000088826,
11/1/2018 at 3:36 PM, 44 OF 62,
TD Pgs: 0 Stan Martin, Adams County, CO.

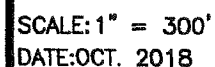
EXHIBIT D

OGOAS, WELL PADS AND RIGHT OF WAYS

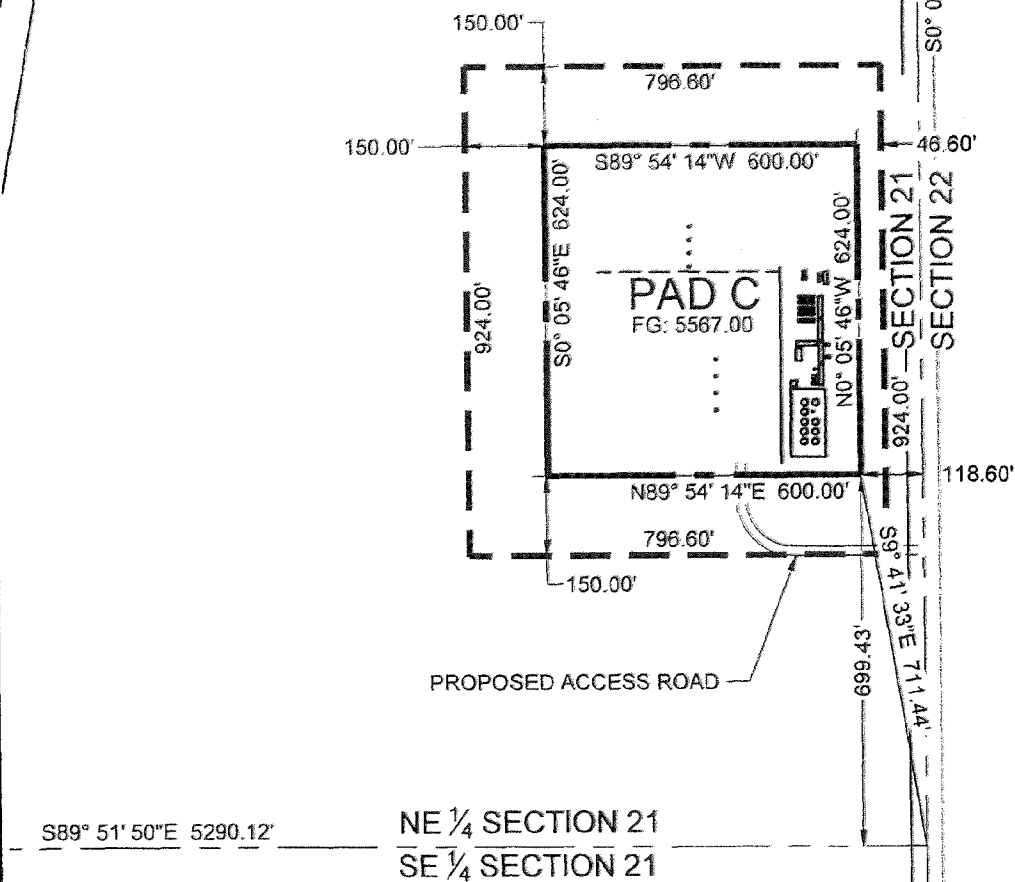
(Plats attached)







THIS EXHIBIT IS MEANT TO
SERVE ONLY AS A GENERAL
DEPICTION OF THE AREA, NOT
AS AN OFFICIAL SURVEY, AND IS
FOR INFORMATION ONLY.



OGOA

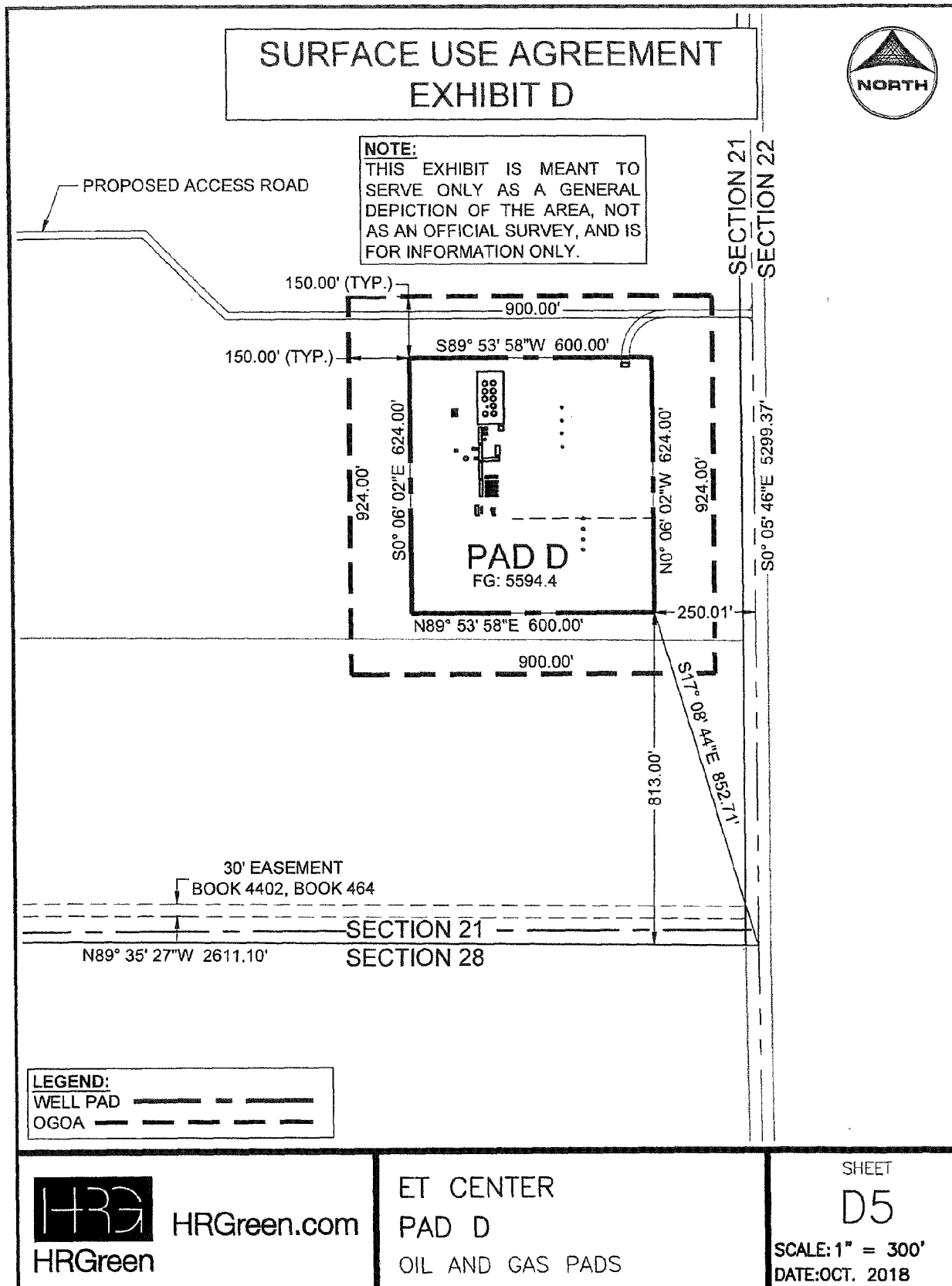


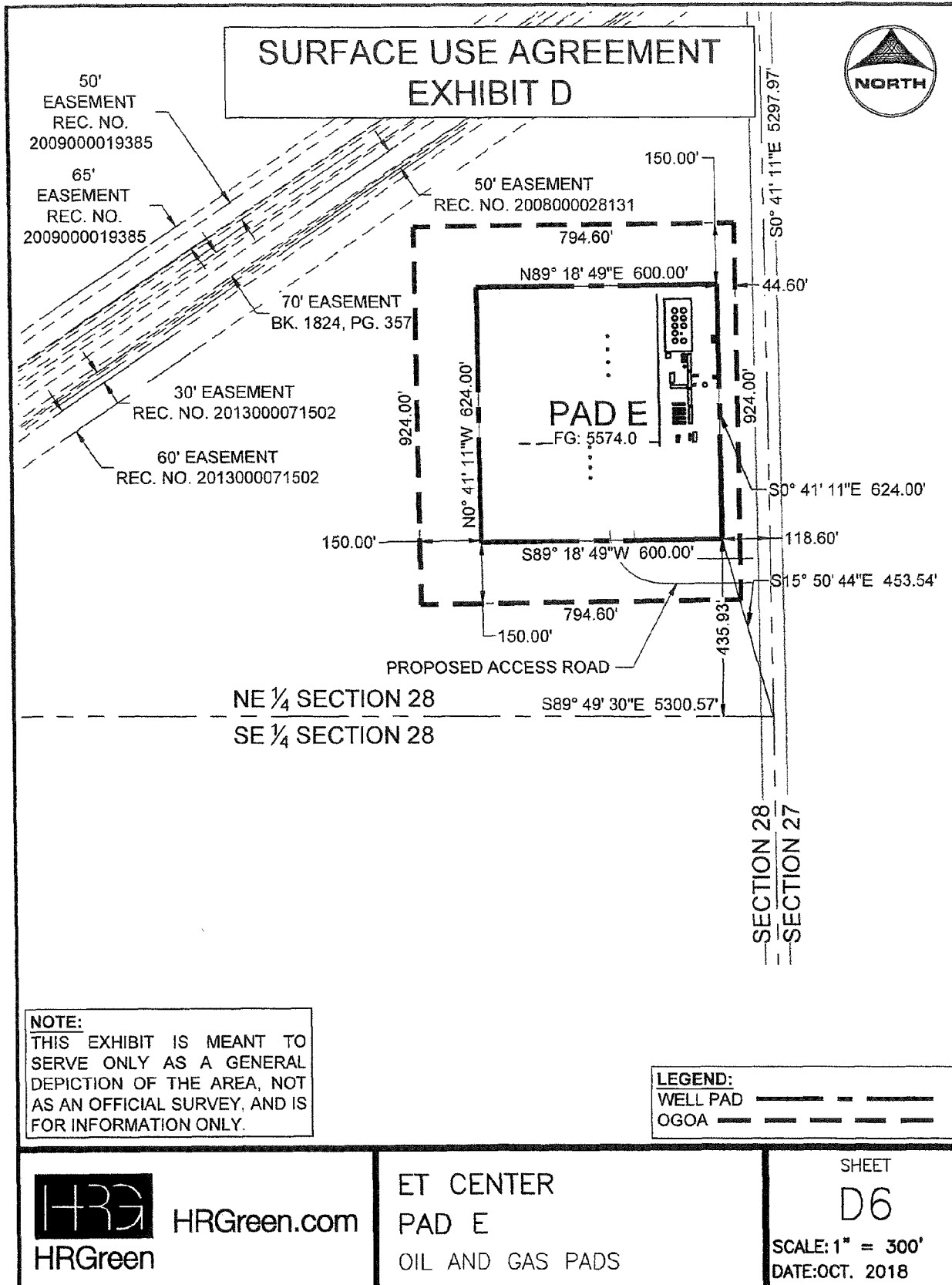
HRGreen.com

OIL AND GAS PADS

D4

DATE:OCT. 2018

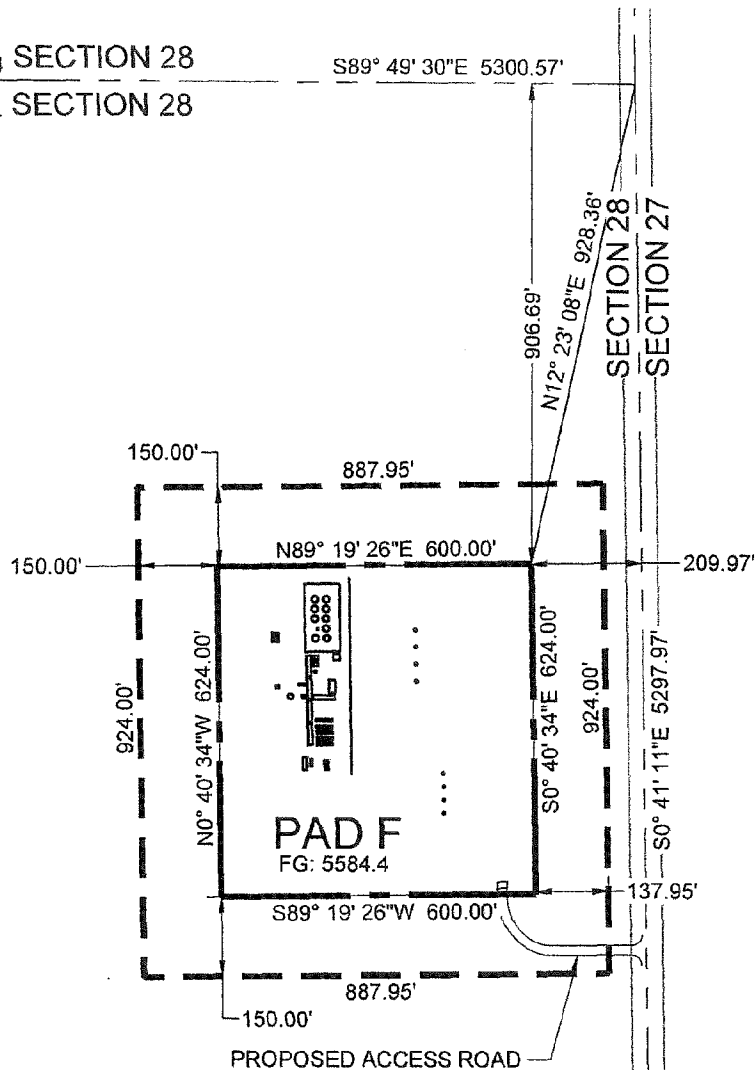




SURFACE USE AGREEMENT EXHIBIT D



NE ¼ SECTION 28
SE ¼ SECTION 28



NOTE:
THIS EXHIBIT IS MEANT TO
SERVE ONLY AS A GENERAL
DEPICTION OF THE AREA, NOT
AS AN OFFICIAL SURVEY, AND IS
FOR INFORMATION ONLY.

LEGEND:
WELL PAD ———
OGOA ———



HRGreen

HRGreen.com

ET CENTER
PAD F
OIL AND GAS PADS

SHEET

D7

SCALE: 1" = 300'
DATE: OCT. 2018

Electronically Recorded RECEPTION#: 2018000088826,
11/1/2018 at 3:36 PM, 52 OF 62,
TD Pgs: 0 Stan Martin, Adams County, CO.

EXHIBIT E

EARTHWORK SPECIFICATIONS FOR WELL PADS A AND B

(Attached)

Attached to and made a part of that certain Surface Use Agreement dated effective as of October 24, 2018, by and between Aurora Highlands, LLC ("AH" or "Grantor"), GVR King Commercial LLC, and Burlington Resources Oil & Gas Company LP and ConocoPhillips Company ("Grantee")

EXHIBIT E

Specifications for Surface Preparation of Well Pad "[A/B]"

- Grading is to be performed to create a location with a flat profile
- Fill is not to exceed 3' feet across designated wellhead location
- Fill is to be completed as per sections 4-9 of the grading specifications referenced below, including appropriate compaction, material usage, moisture testing, and sloping
- Fill slopes must not exceed a 3:1 ratio as per section 9 of the grading specifications referenced below
- Natural slopes steeper than 20% in grade shall be benched every 5' in height (minimum 2 benches) with benches at least 10' in width
- Density testing shall be completed and reported by a Soils Engineer, selected by AH, at depths and frequency of his choosing
- No fill material will be placed, spread, or rolled while it is frozen, thawing, or during unfavorable weather conditions
- Pad is to be compacted to a depth of 6"
- All pad designs must be approved by a third party civil engineering firm acceptable to both AH and Grantee ("Civil Engineer") to be compliant with City of Aurora and Adams County requirements
- Additional surface preparation specifications below

Guideline Site Grading Specifications

1. DESCRIPTION

This item shall consist of the excavation, transportation, placement and compaction of materials from locations indicated on the plans, or staked by the Civil Engineer, as necessary to achieve preliminary overlot elevations.

2. GENERAL

The Soils Engineer shall observe fill materials, method of placement, moisture contents and percent compaction, and shall provide written opinions of the completed fill.

3. CLEARING JOB SITE

AH's Contractor shall remove vegetation and debris before excavation or fill placement is begun. The Contractor shall dispose of the cleared material to provide Grantee with a clean, neat appearing job site. Cleared material shall not be placed in OGOA's or Well Pads.

4. SCARIFYING AREA TO BE FILLED

Topsoil and vegetable matter shall be removed from the ground surface upon which fill is to be placed. The surface shall then be plowed or scarified until the surface is

free from ruts, hummocks or other uneven features that would prevent uniform compaction.

5. COMPACTING AREA TO BE FILLED

After the foundation for the fill has been cleared and scarified, it shall be disked or bladed until it is free from large clods, brought to the proper moisture content (0 to 3 percent above optimum moisture content for clays, within 2 percent of optimum moisture content for sands, or as specified by the Soils Engineer) and compacted to not less than 95 percent of standard Proctor maximum dry density (ASTM D 698).

6. FILL MATERIALS

Fill soils shall be free from organics, debris or other deleterious substances, and shall not contain rocks or lumps having a diameter greater than six (6) inches. Fill materials shall be obtained from cut areas shown on the plans or staked in the field by the Engineer.

On-site materials classifying as CL, CH, SC, SM, SW, SP, GP, GC and GM are acceptable. Concrete, asphalt, organic matter and other deleterious materials or debris shall not be used as fill.

7. MOISTURE CONTENT

Fill material classifying as CH and CL shall be moisture conditioned to between optimum and 3 percent above optimum moisture content or as specified by the Soils Engineer. Granular soils classifying as SC, SM, SW, SP, GP, GC and GM shall be moisture conditioned to within 2 percent of optimum moisture content as determined from Proctor compaction tests or as specified by the Soils Engineer. Laboratory compaction tests shall be performed to determine the optimum moisture content for the various soils encountered.

The Contractor may be required to add moisture to the excavation materials in the borrow area if, in the opinion of the Soils Engineer, it is not possible to obtain uniform moisture content by adding water on the fill surface. The Contractor may be required to rake or disc the fill soils to provide uniform moisture content through the soils.

The application of water to embankment materials shall be made with any type of watering equipment approved by the Soils Engineer that will give the desired results. Water jets from the spreader shall not be directed at the embankment with such force that fill materials are washed out.

Should too much water be added to any part of the fill, such that the material is too wet to permit the desired compaction to be obtained, rolling and all work on that section of the fill shall be delayed until the material has been allowed to dry to the required moisture content. The Contractor will be permitted to rework wet material in an approved manner to hasten its drying.

8. COMPACTION OF FILL AREAS

Selected fill material shall be placed and mixed in evenly spread layers. After each fill layer has been placed, it shall be uniformly compacted to not less than the specified percentage of maximum density. Fill shall be compacted to at least 95 percent of the standard Proctor maximum dry density (ASTM D 698) or as specified by the Soils Engineer. At the option of the Soils Engineer, soils classifying as SW, GP, GC, or GM may be compacted to 95 percent of modified Proctor maximum dry density (ASTM D 1557) or 70 percent relative density for cohesionless sand soils. Fill materials shall be placed such that the thickness of loose materials does not exceed 10 inches and the compacted lift thickness does not exceed 6 inches.

Compaction as specified above, shall be obtained by the use of sheepsfoot rollers, multiple-wheel pneumatic-tired rollers, or other equipment approved by the Soils Engineer for soils classifying as CL, CH, or SC. Granular fill shall be compacted using vibratory equipment or other equipment approved by the Soils Engineer. Compaction shall be accomplished while the fill material is at the specified moisture content. Compaction of each layer shall be continuous over the entire area. Compaction equipment shall make sufficient trips to ensure that the required density is obtained.

9. **COMPACTION OF SLOPES**

Fill slopes shall be compacted by means of sheepsfoot rollers or other suitable equipment. Compaction operations shall be continued until slopes are stable, but not too dense for planting, and there is not appreciable amount of loose soils on the slopes. Compaction of slopes may be done progressively in increments of three to five feet (3' to 5') in height or after the fill is brought to its total height. Permanent fill slopes shall not exceed 3:1 (horizontal to vertical).

10. **PLACEMENT OF FILL ON NATURAL SLOPES**

Where natural slopes are steeper than 20 percent in grade and the placement of fill is required, benches shall be cut at the rate of one bench for each 5 feet in height (minimum of two benches). Benches shall be at least 10 feet in width. Larger bench widths may be required by the Soils Engineer. Fill shall be placed on completed benches as outlined within this specification.

11. **DENSITY TESTS**

Field density tests shall be made by the Soils Engineer at locations and depths of his choosing. Where sheepsfoot rollers are used, the soil may be disturbed to a depth of several inches. Density tests shall be taken in compacted material below the disturbed surface. When density tests indicate that the density or moisture content of any layer of fill or portion thereof is not within specification, the particular layer or portion shall be reworked until the required density or moisture content has been achieved.

12. SEASONAL LIMITS

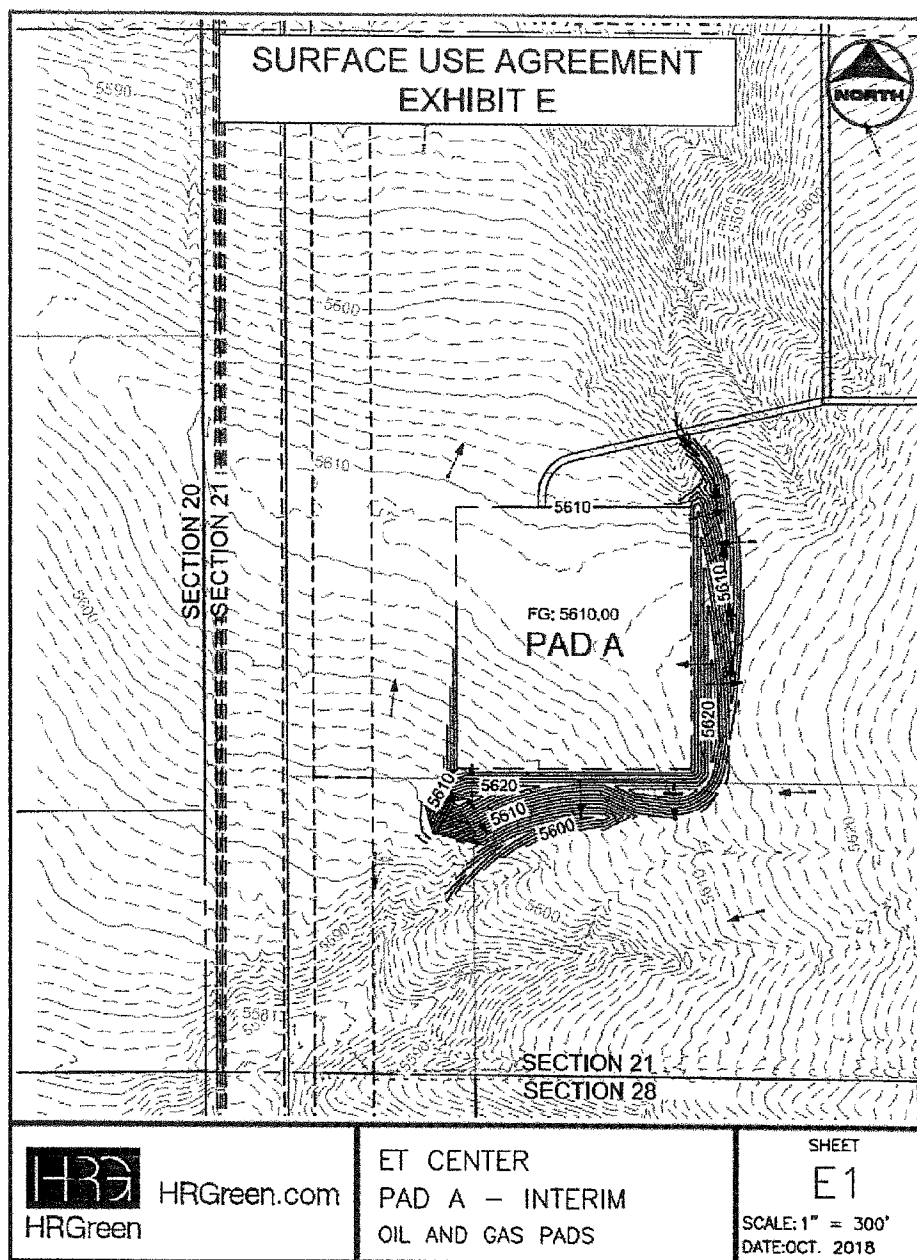
No fill material shall be placed, spread or rolled while it is frozen, thawing, or during unfavorable weather conditions. When work is interrupted by heavy precipitation, fill operations shall not be resumed until the Soils Engineer indicates that the moisture content and density of previously placed materials are as specified.

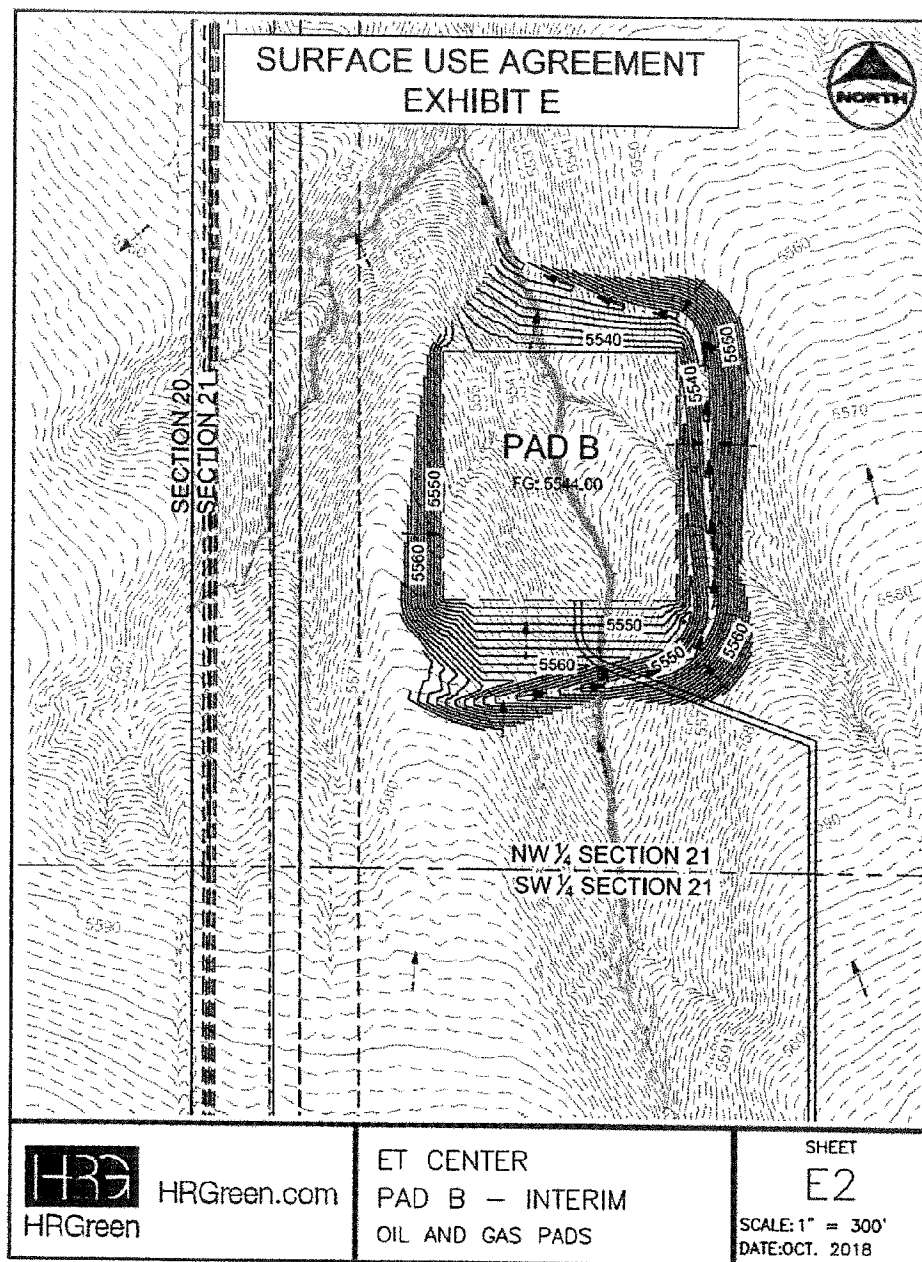
13. NOTICE REGARDING START OF GRADING

The Contractor shall submit notification to the Soils Engineer and AH advising them of the start of grading operations at least three (3) days in advance of the starting date. Notification shall also be submitted at least three days in advance of any resumption dates when grading operations have been stopped for any reason other than adverse weather conditions.

14. REPORTING OF FIELD DENSITY TESTS

Density tests made by the Soils Engineer, as specified under "Density Tests" above, shall be submitted monthly and at completion to AH and to Grantee. Dry density, moisture content, and percentage compaction shall be reported for each test taken.





Electronically Recorded RECEPTION#: 2018000088826,
11/1/2018 at 3:36 PM, 59 OF 62,
TD Pgs: 0 Stan Martin, Adams County, CO.

EXHIBIT F

ACKNOWLEDGMENT OF SATISFACTION OF SURFACE PREPARATION

(Attached)

Attached to and made a part of that certain Surface Use Agreement dated effective as of October 23, 2018, by and between Aurora Highlands, LLC, GVR King Commercial LLC, and Burlington Resources Oil & Gas Company LP and ConocoPhillips Company.

EXHIBIT F

ACKNOWLEDGMENT OF SURFACE PREPARATION

Aurora Highlands, LLC
Attn: Mr. Carlo Ferreira
6985 S. Pecos Rd.
Las Vegas, Nevada 89120

Mr. Ferreira,

Reference is made to that certain Surface Use Agreement (“**Agreement**”) dated October 23, 2018 between Burlington Resources Oil & Gas Company LP, a Delaware limited partnership, and ConocoPhillips Company, a Delaware corporation (together “**ConocoPhillips**”), and Aurora Highlands, LLC, a Nevada limited liability company (“**AH**”), and GVR King Commercial LLC, a Colorado limited liability company.

Pursuant to Article 4.6.8 of the Agreement, this letter shall serve as an acknowledgment by ConocoPhillips that AH has completed the required Surface Preparation for Well Pad “[A/B]”, as further described in Exhibit E of the Agreement, in accordance with the specifications in Exhibit E and no additional work is required.

Regards,

Lindsay B. Weddle
Attorney-in-fact
ConocoPhillips Company

EXHIBIT G

MINIMUM DEVELOPMENT STANDARDS

These minimum development standards are attached to the Surface Use Agreement (the "SUA") between Aurora Highlands, LLC, a Nevada limited liability company ("AH"), and GVR King Commercial LLC ("GVR Commercial") (AH and GVR Commercial collectively, "Grantor"), and Burlington Resources Oil & Gas Company LP, a Delaware limited partnership, and ConocoPhillips Company, a Delaware corporation (collectively, "Grantee"). Unless otherwise define, capitalized terms will have the meaning given to them in the SUA.

The following standards do not waive or modify any other standard imposed by Applicable Law. In the event of a direct conflict between these standards and Applicable Law, the provisions of Applicable Law will prevail. If these standards and provisions of Applicable Law can be construed to be supplementary rather than conflicting, the provision setting forth the stricter standard will prevail.

1. Production-site Containment:

(a) All permanent production facilities will be located within a containment berm designed and constructed in compliance with applicable rules of the COGCC. Grantee shall use steel rim berms or other technology that will contain fluids and other material instead of sand or soil berms. Subject to Grantee's determination that its operations will not be rendered unsafe or materially impaired, AH may request that, in lieu of a containment berm, Grantee's surface equipment be located in an excavated containment basin to fulfill COGCC safety requirements and to reduce the apparent height of production facilities; provided, however, that: (a) if construction of a basin is more expensive than containment methods customarily utilized by Grantee in similar projects, AH will pay the additional cost of constructing the basin in a manner consistent with the adjustment of elevation; and (b) AH will allow for appropriate drainage of the containment basin to avoid flooding and as required for permitting.

(b) Grantee shall use closed-loop systems for drilling and completion operations.

(c) There shall be no "pits" or disposal of oilfield waste on the Property.

2. Visual Impacts and Aesthetics:

(a) To the extent reasonably practicable, a Well Pad and production-site will be located to avoid hilltops and ridges to prevent the appearance of pump jack and accessory equipment profiles on the horizon.

(b) To the extent reasonably practicable, facilities will be located at the base of slopes to provide background of topography and natural cover.

(c) Electrical lines servicing pumping and accessory equipment

will be installed below ground only.

(d) Lighting within the OGOAs shall be limited to that reasonably necessary to illuminate areas for ongoing night-time operations, safety and security. Site lighting shall be directed downward and inward and shielded so as to avoid glare on public roads and building units. During drilling operations, only those lights essential for operations and safety shall be utilized. No illumination for purpose of advertising or identification of the drill rig owner, operator, or service provider shall be allowed. Up-lighting shall be minimized.

(c) Permanent production equipment will not exceed 16 feet in height, provided that the following items of equipment shall not exceed 37' in height:

- Combustor
- Flare
- Vapor Recovery Tower (VRT)
- Production Unit
- Compressor
- Communications Tower
- Pumping Unit

3. Landscaping:

(a) To the extent reasonably feasible, existing trees, landforms or other natural screening of well and production sites will be retained and integrated into facility design. The landscaping plan and color of fencing will be subject to AH's approval.

(b) During excavation, topsoil will be stripped and stored on-site until required for reseeded at time of reclamation

(c) Other excess excavation material, if any, will be contoured into a berm to help provide visual screening for Grantee's facilities or, if so requested by AH, will be stockpiled on-site for use by AH pursuant to subsection (f) below.

(d) After commencement of production operations, all excavation slopes will be spread with topsoil and planted with grasses, plants, or shrubs for the purposes of adequate erosion control.

(e) AH will retain the right to utilize the portion of the OGOA reclaimed after the drilling and completion of wells (including the installation of additional landscaping and associated irrigation or other landscaping improvements) in accordance with the Agreement. Grantee will not be liable for destruction of or damage to any landscaping and improvements installed by AH if such destruction or damage is the result of Grantee's oil and gas operations on the Property, provided that such operations are conducted in accordance with the terms of the Agreement.

4. Noise reduction for drilling and completion. In addition, at all times Grantee shall install all noise mitigation measures as required by Applicable Law.