

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement") is entered into by and between **Vera E. Fiscus Trust** ("Owner"), whose address is **P.O. Box 36, New Raymer, Colorado 80742**, and Carrizo Niobrara L.L.C. ("Company"), whose address is 500 Dallas Street, Suite 2300, Houston, Texas 77002.

WHEREAS, Owner is the owner of the surface of certain lands located in Weld County, Colorado, said land herein called "Property", to wit:

Township 9 North. Range 58 West. 6th P.M.
Section 26: W/2 W/2 NW/4

WHEREAS, Owner recognizes that Company has certain obligations under Colorado Oil & Gas Conservation Commissions (COGCC) regulations covering the Property, Owner and Company desire to facilitate development of the oil and gas resources by use of the surface and to minimize any surface damage to the lands and to reach an agreement regarding such surface use.

WHEREAS, Owner hereby grants Company the right to access and construct two (2) well pads, no larger than seven (7) acres per pad, for no more than a cumulative total of sixteen (16) wells between the two wells pads, multi-line pipeline (temporary and permanent) and access road right-of-way and subsurface right-of-way as hereinafter further provided in this Agreement.

NOW THEREFORE; in consideration of Company's agreement to pay the sum of \$10.00 dollars and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and the mutual promises and covenants contained herein:

Except for claims and damages resulting from Company's negligence or that of its agents, employees, contractors or subcontractors including without limitations any claims, demands, actions or other matters that arise under the common law or other laws designed to protect the environment and public health or welfare including, without limitation, the following laws (as amended) and any regulation promulgated under their authority: Endangered Species Act of 1973 (16 U.S.C. § 1531, et seq.); Clean Water Act (33 U.S.C. § 1251, et seq.); Clean Air Act (42 U.S.C. § 741, et seq.); National Environmental Policy Act (42 U.S.C. § 4321, et seq.); Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.); Solid Waste Disposal Act (42 U.S.C. § 6901, et seq.); Toxic Substance Control Act (16 U.S.C. § 2601, et seq.); Safe Drinking Water Act (42 U.S.C. § 300f, et seq.); Occupational Safety and Health Act (29 U.S.C. § 651, et seq.); and any applicable state or local statutes, regulations and ordinances, Owner hereby releases and discharges Company, its agents, employees, contractors and licensees from and against any and all claims by Owner for damages, of whatsoever nature and character, including, but not limited to, diminution in value of the Property, arising from, incident to, or in connection with Company's oil and gas operations on the Property, including, but not limited to: locating, drilling, stimulating, completing, restimulating, recompleting, deepening, producing, maintaining, plugging, and abandoning the oil and gas well shown below, whether as a dry hole or at the end of its productive life; installing and operating associated pipelines and production facilities consistent with the terms of this Agreement; and, constructing, maintaining and reclaiming the well pad, production facilities, pipelines and roads (collectively the "Operations") (the well/wells and production facilities are hereinafter collectively referred to as the "Well").

Owner hereby grants, demises and conveys such easements and rights-of-way on and across the Property as may be necessary or convenient for the Operations as such easements and rights-of-way are provided for in this Agreement and shown on the attached Exhibit; any material change to the disturbance area as shown in the attached Exhibit and made a part of this agreement shall require Owner approval which shall not be unreasonably withheld. Company shall have the right to drill the Wells within the specified surface area described in the attached Exhibit, including directional wells that produce from and drain lands other than the Property, provided the lands are included in Company's oil and gas lease and so long as such

locations are permitted locations under the then applicable well spacing regulations of the COGCC or exceptions granted thereto by the Director of the COGCC.

ADDITIONAL PROVISIONS

1. Company may exercise its rights hereunder for all purposes necessary or convenient for Company to perform the Operations, including the right of unimpeded ingress and egress across the Property to access the Well, and to install and operate pipelines within the specified surface area as described in the attached Exhibit as "Access" and 1-27-9-58 and 8-27-9-58 Pad Site. Any changes in the access as shown in the attached Exhibit shall require Owner approval. Company may assign or delegate to a third party the right to install and operate pipelines in order to connect the Well to a gas gathering system that will transport gas directly and solely from the Well. The access easement shall be non-exclusive and capable of use by Owner and its successors, lessees and assigns, so long as such use does not interfere with or impair the Operations of Company.

2. Owner grants to Company a subsurface easement for the passage of any portion of the Well and all appurtenant structures, including, but not limited to, the wellbore, well casing, production tubing and cement. The subsurface easement hereby granted includes the right to occupy and use the subsurface and the subsurface pore space beneath the Property displaced by the Well and all appurtenant structures. To the extent that the well spacing order of the COGCC for the Wells excludes the Property, Owner acknowledges that it does not own any working interest in the Well nor any mineral interests or lease rights in the minerals to be produced through the Well. It is agreed that Company shall have the right to drill and operate Well from, through, and under said Property, irrespective of the bottom hole locations of said Well. This Agreement and associated subsurface easement shall run with the Property and shall remain in full force and effect until the Well is plugged and abandoned. Upon the cessation of operations for the Well, this Agreement and associated subsurface easement shall terminate, however, some underground appurtenances, including, but not limited to, the wellbore, well casing, production tubing and cement shall be allowed to remain in place; provided, that when remaining in place that Company shall purge the same of product and abandon in place.

3. Notwithstanding Owner's release of Company from damages and claims as set forth above, Company shall repair to Owner's satisfaction, or otherwise compensate Owner, for damage to personal property or to improvements on the Property, such as damage to buildings, fences, gates, culverts and livestock, or for other such extraordinary losses or damages caused by Company. Company agrees to promptly repair or compensate Owner for such extraordinary physical losses and damages, but shall not be liable for any consequential damages with respect to the foregoing specified damages. Any failure to reach mutual agreement with respect to such repair or compensation shall not be deemed to constitute a breach or abrogation of this Agreement, nor to terminate or diminish the grants, conveyances, rights and obligations contained herein.

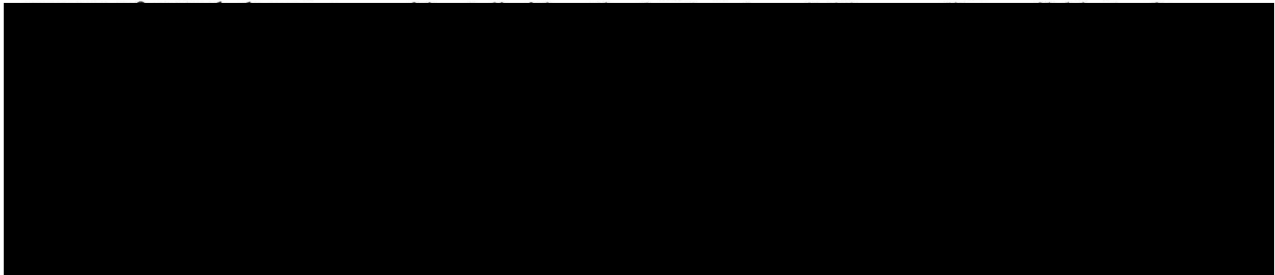
3. Company hereby agrees to indemnify and hold Owner harmless from and against any and all third party claims, losses, liability, damages, and causes of action for personal injury or property damage arising out of Company's Operations, unless, and to the extent that, Owner's gross negligence causes or contributes to such third party claims and then only to that extent of Owner's negligence.

4. Owner has requested that all consultation be conducted directly with Owner. Accordingly, Owner shall have the responsibility of notifying any affected tenant, lessee or other party who may own or have an interest in any crops or surface improvements which could be affected by the Operations. Owner agrees that all damages claimed by a surface tenant, lessee or other such party resulting from the Operations shall be settled by Owner, and Owner hereby agrees to indemnify and hold Company harmless from and against any such claims.

5. Owner agrees to waive Rule 1003(b) of the COGCC, absent adverse effect on the public health, safety and welfare or on the environment, and in lieu of said requirements, Company shall rehabilitate and

restore all disturbed areas caused by Company's operations within two years after initial disturbance to the surface of any well pad, provided, that up to and including said two year period that Company shall take control noxious weeds and erosion; any areas that are part of ongoing production operations shall be reclaimed within six (6) months for all other land after plugging and abandoning the Well. Company shall remove any gravel placed on the Property unless Owner requests, in writing, that it be left in place. Company shall use water bars, mulch, crop cover, straw bales, matting and/or such other measures as appropriate to prevent wind erosion, water erosion, and nonsource pollution. All disturbed areas caused by Company's activities shall be restored as close as reasonably possible to the condition which they were in at the execution of this Agreement and restored in such way that normal and routine agricultural and crop production can be resumed. Company shall diligently and reasonably keep the well pad, the production facilities, and the pipeline and access easements (a) free of weeds and debris (b) keep the property in a safe, neat and orderly manner; (c) not allow litter, debris, junk or refuse to accumulate; (d) prevent wind erosion, dust, and loss of soil, (e) minimize noise or light from operations; (f) prevent pollution of the waters of reservoirs, springs, streams, wells or other fresh water sources; (g) prevent damage to crops, timber, or pastures; (h) prevent harm to any animals or livestock of Owner; (i) prevent runoff related to its operations and overflow from any pits dug in connection with its operations, (j) utilize mulch, straw bales or matting, and to cover crops and spray down roads, as requested by Owner; (k) erect and maintain wooden corner posts, braces, fences (being multi-strand high tensile wire i.e. 4-5 wires), gates (wire gate tied to cattleguards where needed) and cattle guards where necessary and requested by Owner to protect livestock and that such structures be erected before any fence is cut for entry onto the Property; (l) maintain cattle guards at a level so that debris does not accumulate.

6. Company shall construct and install the well pad, roads, pipelines and production facilities, including, but not limited to, pumping units, tanks, heater/treaters, separators and emission control units, within the area shown on the attached Exhibit, and provide notice of the same to Owner no later than thirty (30) days prior to any initial disturbance of the Property Except as specified herein, including on the attached plats, Company shall not occupy the surface of the Property except in the event of an emergency or for reasonable incidental and temporary activities, and Company shall be strictly and solely responsible for any damages that may occur as a result of such emergency activities, said damages to be payable at the



a. *Roads.* Company will limit vehicular traffic on the Property to the permitted roads depicted on the attached Exhibit. All improvements or construction shall be at Company's sole cost and expense. Any roads constructed or consistently utilized by Company shall be maintained in good and passable condition by Company at Company's sole cost and expense, and all damage to the roads due to Company's use shall be promptly repaired at Company's expense, but in no event later than twenty days from written notice by Owner to Company of the need to repair such damage. Company and its authorized users shall abide by a 20 m.p.h. speed limit at all times on all roads. Owner and its authorized users may use all roads; provided, however, that Owner's use of roads shall not unreasonably interfere with Company's use. All roads shall be constructed, repaired and maintained with gravel, or equivalent material, the choice being at Company's discretion. Neither the Well or any associated production facilities shall be placed on any roads constructed and maintained by Company without written consent of Owner. In accordance with paragraph 5 or at the cessation of operations, the gravel or other evidence of the access road shall be removed and the surface reasonably restored to its condition prior to the construction of the access roads and as further provided in this Agreement for restoration and reclamation; provided, however, that, at the option of Company, to be evidenced solely in writing by Company to Owner, some or all of the roads located on any section line only may be left. If left, Owner accepts the roads in their existing condition and all ownership, responsibility

and cost associated with said roads shall immediately vest in Owner. Any roads constructed for servicing any well or any production facilities other than those located on the Property shall be subject to separate agreement, negotiation, and compensation, or none at all if the parties are unable to agree.

b. *Pipelines.* Any pipelines on the Property shall be buried to a depth of at least forty-eight (48) inches below the surface or to a depth below the frost line, whichever is deeper. No pipelines shall be placed within 500 feet of any residence, house, or barn on the Property. Company will place all pipelines on the well pad or within the right of way for the road as depicted on the attached Exhibit. Owner reserves the right to occupy, use, cultivate and farm the lands affected, and to grant rights to others to use the same, so long as such use does not unreasonably interfere with Company's operations. If Company fails to use any pipeline for a period in excess of thirty-six (36) consecutive months, the pipeline or system, as the case may be, shall be deemed abandoned and Company shall promptly take all actions necessary or desirable to clean up, mitigate the effects of use, and render the same environmentally safe and fit for abandonment; provided, however, that the failure to use a pipeline shall not be deemed abandoned in the event that the pipeline is connected to a well listed with the Colorado Oil and Gas Conservation Commission as "shut-in." All such clean up and mitigation shall be performed in compliance with all federal, state and local laws, rules and regulations. Company shall provide Owner with a plat or map showing the precise depth, length and location of all pipelines within sixty (60) days after any installation. Any pipelines constructed for use other than on the Property or other than connecting the Well to a gathering system shall be subject to separate agreement, negotiation, and compensation, or none at all if the parties are unable to agree.

7. Owner acknowledges and agrees that Company has consulted in good faith with Owner as to its proposed Operations for the Wells, in accordance with COGCC requirements, or hereby waives such requirements for the Wells. Owner expressly waives the application of any COGCC setbacks inconsistent with this Agreement, including, but not limited to, setbacks for high density areas and surface lot lines as the same relate to the Well.

(a) Company has provided Owner with map of potential pads, attached as an Exhibit, which accurately reflect the provisions of this Agreement.

(b) Owner agrees not to object to said Form 2A for the Wells and hereby waives any right granted by COGCC rule to comment on said Form 2A for the Wells, to request an extension of the comment period for the Wells, to request an onsite inspection pursuant to COGCC policy for the Wells, or to appeal the approval and issuance of the Form 2A for the Wells, and any related Form 2 for the Wells ("Application for Permit to Drill") provided that Company's position in such documents and proceedings is consistent with this Agreement and the attached Exhibit.

(c) Owner shall not oppose Company in any agency or governmental proceedings, including but not limited to the COGCC, County, City or local government, or other governing body proceedings, related to Company's operations on the Property as the same relate to the Wells, including but not limited to drilling, workovers, well deepenings and recompletions, provided that Company's position in such proceedings is consistent with this Agreement.

(d) COGCC Rule 603a2 requires that the well location be 150 feet from a property line. Owner understands that that the above captioned well location falls outside of said drilling area and consents to said location as planned. Owner hereby waives any requirements to comply with the COGCC rule 603a2 for the above captioned well(s) provided that the Wells location is consistent with this Agreement including the attached Exhibit.

8. *Intentionally omitted.*

9. Owner expressly acknowledges and agrees that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, the obligation of Company to accommodate Owner's use of the surface of the Property, existing or future, and waives any statutory or common law claim to the contrary.

10. Owner agrees that they will cooperate with the Company in satisfying necessary permitting requirements related to the uses granted in this Agreement.

11. Owner hereby:

(a) AGREES to allow the Colorado Parks and Wildlife to enter upon the Property for the purpose of inspecting wildlife habitat; and,

(b) CONSENTS to the inclusion of site-specific conditions of approval, stipulations, or restrictions related to wildlife habitat protection or mitigation in the COGCC permit(s) for the designated Well.

(c) CONSENTS to an archeological survey if necessary to obtain a permit to drill for the Well.

Any entry by the Colorado Parks and Wildlife or pursuant to the consent for an archeological survey set forth above shall be subject to all other terms and conditions under this Agreement including but not limited to the Company's obligations to indemnify Owner and furthermore that Company shall also be liable for any and all damages by entry pursuant to the foregoing.

12. *Intentionally omitted.*

13. Company or Owner may record a Memorandum of this Agreement in Weld County, Colorado.

14. In construing this Agreement, no consideration shall be given to the fact or presumption that one party has had a greater or lesser hand in drafting this Agreement than any other party.

15. This Agreement shall be subject to, and construed under, the laws of the State of Colorado, without regard to its conflict of law provisions, and jurisdiction and venue shall be solely in the district court of Weld County of the State of Colorado.

16. Each of the undersigned principals of the parties represents and warrants that such person has the requisite corporate or legal authority to bind the respective parties to this Agreement.

17. Concerning any matter relating to the Operations, Owner may contact:

Operator: Carrizo (Niobrara) LLC
Person to Contact: Scott Hudson
Address: 500 Dallas Street, Suite 2300
Houston, Texas 77002
Phone Number: 713-328-1000
Fax: 713-328-1060
Email Address: scott.hudson@crzo.net

18. This Agreement shall extend to, bind and inure to the benefit of, Owner and Company, and their respective heirs, personal representatives, successors, affiliates, and assigns. The interest of either Owner or Company may be assigned, devised or otherwise transferred in whole and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns, provided that each such assignee agrees to be bound by the terms of this Agreement, and provided, that such assignment does not constitute an increased burden or expansion of use.

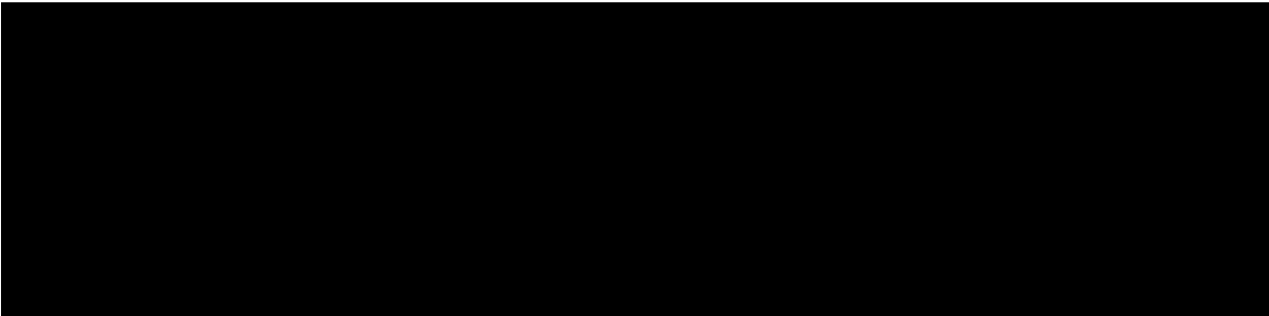
19. This Agreement shall become effective when it is fully executed and shall remain in full force and effect until Company's leasehold estate expires or is terminated, and Company has plugged and abandoned the Well and conducted reclamation in accordance with this Agreement and applicable COGCC rules and regulations, except that any obligation, duties, liabilities, release, discharge or indemnity from and against liability contained herein shall survive the expiration of this Agreement. Upon termination of the rights granted under this Agreement, Company shall execute and deliver to Owner, within thirty (30) days after written demand therefor, an acknowledgment that this Agreement has been terminated.

20. It is fully understood and acknowledged by Company and Owner that this Release is for the construction of two (2) pads upon the Property as the same are depicted on the attached Exhibit.

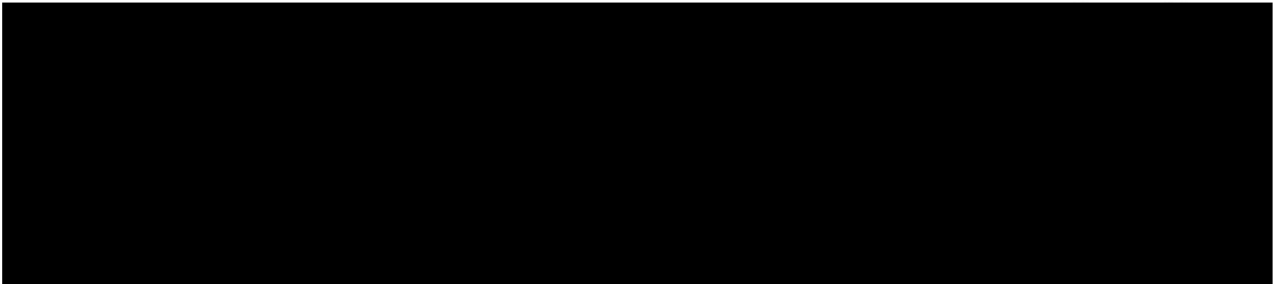
21. Nothing contained in this Agreement shall be construed as granting or permitting any seismic operations, the same being agreed upon to be subject to separate agreement, negotiation, and compensation, or none at all if the parties are unable to agree.

22. Company shall not use any water belonging to Owner without prior written consent of Owner. Separate written agreement of Company and Owner is required for Company to drill any water well and use the water from any such well. Before conducting any operations, Company shall, at its sole cost and expense, cause to be measured by a professional selected by Company and approved by Owner the static water level and productive capacity of all water wells and surface water sources located on the property of Owner within one mile of the Well.

23. Company shall not be permitted to have, or allow, firearms, crossbows, bows, pets, alcohol or illegal drugs on the Property. Neither Company nor its employees, contractors, sub-contractors, agents or business invitees may reside on the Property overnight for any reason. Personal and/or leisure activities are prohibited.



25. Company and Owner agree that all underground storage rights for the Property shall be considered as owned by Owner rather than the owner(s) of the oil, gas or mineral rights. Company agrees not to store carbon sequestration, disposal water from oil and gas production, or any other byproducts of oil and gas production underground on the Property except as otherwise specifically provided and allowed by this Agreement. Separate written agreement of Company and Owner is required for Company to drill any disposal or injection well, which Owner can withhold in their sole and absolute discretion.



27. Company shall, at its sole expense, keep the Property free and clear of all liens and encumbrances resulting from Company's and its agents' activities on the Property, and shall indemnify and hold harmless Owner from and against any and all liens, claims, demands, costs and expenses, including without limitation attorney fees and court costs, in connection with or arising out of any work done, labor performed or materials furnished.

28. Company shall pay any additional taxes assessed against the Property as a result of any improvements placed on the Property by Company.

29. This Agreement is made subject to any and all existing easements, rights-of-way, liens, agreements, burdens, encumbrances, restrictions and defects in title affecting the Property. Owner does not in any way warrant or guarantee title to the Property.

30. All rights granted in this Agreement are limited to the specific grant(s) described in this Agreement. Company waives any rights it may have to use or condemn additional easements, rights-of-way, well pads, wells, roads, or anything else, on, over, across or through the Property not specifically provided for in this Agreement, from any fractional interest owner, or at law or in equity. Except as otherwise specifically provided in this Agreement, Company is expressly prohibited from utilizing any rights, privileges, usages or benefits granted or available under this Agreement for the use or benefit of, or as a convenience on, any lands other than the Property excepting however the N/2 of Section 27, Township 9 North, Range 58 West, 6th P.M.. Owner reserves to itself and its successors and assigns all rights not specifically granted to Company in this Agreement, including the right to grant third parties successive easements and rights-of-way across the Property, so long as such easements and rights-of-way do not unreasonably interfere with Company's rights under this Agreement.

31. The failure of either party to enforce any of its rights under this Agreement upon any occasion shall not be deemed a waiver of such rights on any subsequent occasion(s). The waiver, either express or implied, by any party of any of the rights, terms or conditions in this Agreement shall not be deemed as or constitute a waiver of any other rights, terms or conditions in this Agreement. Any waiver, in order to be valid and effective, must be in writing by the party against whom the waiver operates.

32. This Agreement may only be amended by the written agreement of both parties. This Agreement cannot be amended or terminated orally.

33. If any provision of this Agreement is illegal, invalid or unenforceable under present or future laws applicable to this Agreement, the parties intend that the remainder of this Agreement shall remain in full force and effect so as to fulfill as fully as possible the intent of the parties as expressed by the then existing terms of the Agreement, including the invalidated provision.

34. Concurrent with the signing of this Agreement the parties have entered into a Payment Request which further defines the obligations of Company to Owner, the terms of such Payment Request, to the extent they vary or from or conflict with the terms of this Agreement shall be controlling.

IN WITNESS WHEREOF, the parties have executed this Agreement this 19th day of January, 2017.

OWNER:
Vera E. Fiscus Trust

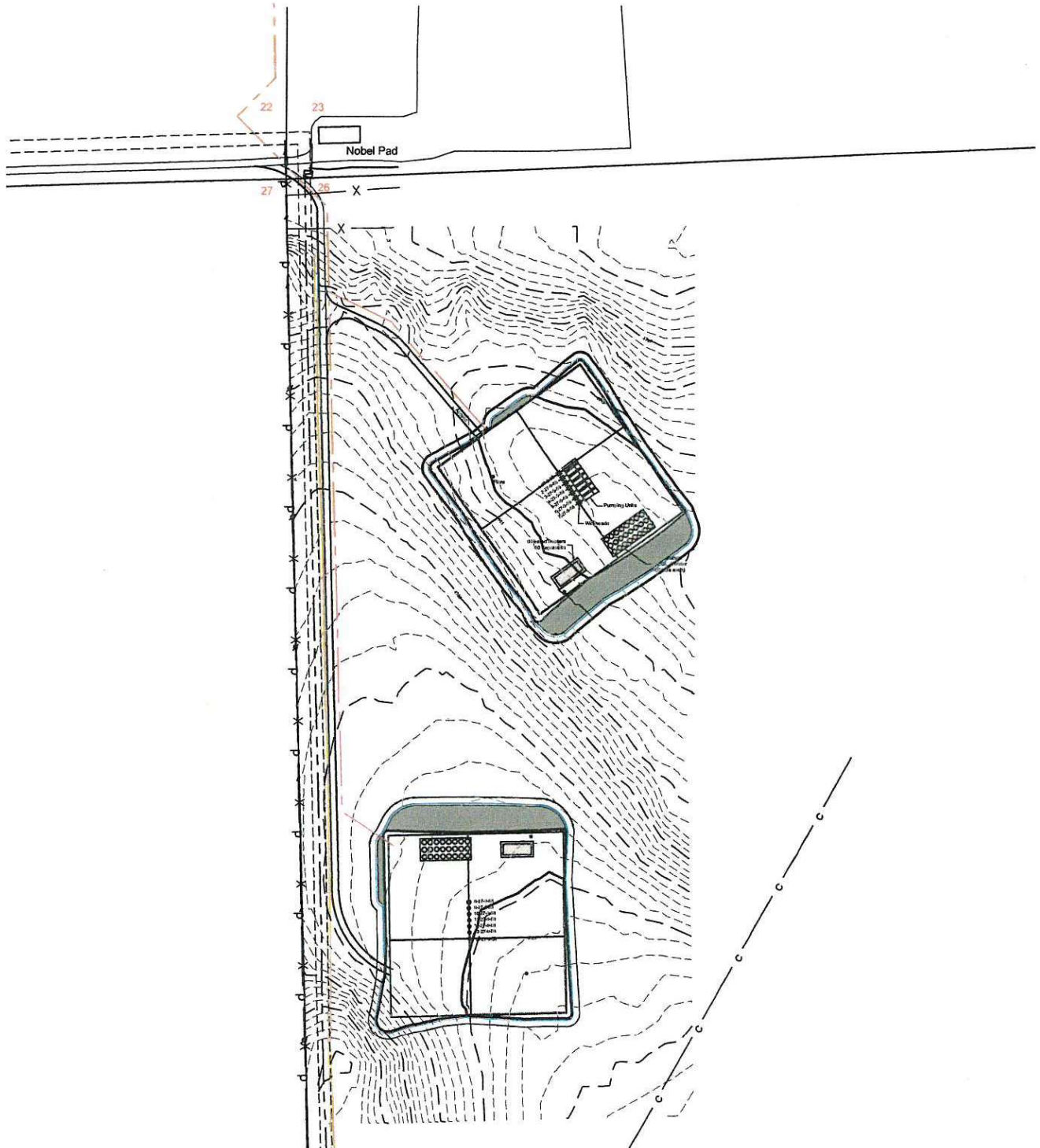
Vera E. Fiscus Trustee
Name
Trustee

COMPANY:
CARRIZO Niobrara, L.L.C.

[Signature]
Richard H. Smith
Vice President - Land OK

SITE MAP

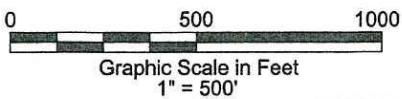
Fiscus Federal 1-27-9-58 Pad
Fiscus Federal 8-27-9-58 Pad



SITE MAP

Date: 12/29/2016

 **TOPOGRAPHIC**
LOYALTY INNOVATION LEGACY
520 Stacy Court, Lafayette, CO 303 666 0379
www.topographic.com



12/29/16

CARRIZO (NIOBRARA) LLC
FISCUS FEDERAL 1-27-9-58 PAD
FISCUS FEDERAL 1-27-9-58 PAD

NW1/4 NW1/4 Section 26 T9N R58W
6th PM Weld County Colorado

Addendum to Surface Use Agreement

THIS Addendum to Surface Use Agreement is attached to and made a part of that certain SURFACE USE AGREEMENT entered into by and between Vera E. Fiscus Trust ("Owner"), whose address is P.O. Box 36, New Raymer, Colorado 80742, and Carrizo Niobrara L.L.C. ("Company"), whose address is 500 Dallas Street, Suite 2300, Houston, Texas 77002 of even date (the "SUA"), which this Addendum is intended to supplement and provide additional rights and grants to Company as set forth herein as follows; provided, however, that the terms of the SUA are fully incorporated and adopted herein by reference and shall continue in full force and effect both respect to the uses granted in the SUA and uses provided for herein.

1. The Company's rights as to roads as contained within the SUA shall also extend to and include a road described as being the southerly twenty (20) feet of the S/2 S/2 S/2 SE/4 of Section 22, TOWNSHIP 9 NORTH, RANGE 58 WEST, 6TH PM with an additional ten feet immediately adjacent during the periods of drilling, completion, deepening, refracing, recompletion, reworking, and equipping.

OWNER:

Vera E. Fiscus Trust

Vera E. Fiscus Trustee

Name

Trustee

COMPANY:

CARRIZO Niobrara, L.L.C.

Richard H. Smith

Richard H. Smith

Vice President - Land

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