

**EASEMENT, RIGHT-OF-WAY
and SURFACE DAMAGES AGREEMENT**

This Easement, Right-of-Way and Surface Damages Agreement (this "Agreement") is made and entered into as of October 17, 2017, between Confluence DJ LLC, a Colorado limited liability company ("Operator"), whose address is P.O. Box 8445, Denver, Colorado 80201, and Arete Land & Minerals LLC, a Colorado limited liability company ("Surface Owner"), whose address is P.O. Box 8445, Denver, Colorado 80201. Operator and Surface Owner may be referred to herein individually as a "Party", or collectively as the "Parties".

Recitals

A. Surface Owner owns the surface estate of that certain tract of land being a portion of the Southwest $\frac{1}{4}$ of Section 33, Township 1 North, Range 65 West, County of Weld, State of Colorado and more accurately depicted on Exhibit "A" attached hereto (hereinafter referred to as the "Property");

B. Operator or its affiliate owns a working interest, leasehold interest, or other interest under certain oil and gas leases covering all or portions of the Property, or lands pooled or unitized therewith or lands adjacent thereto (collectively, as amended, extended or renewed, the "Leases");

C. Operator desires to develop the Leases by drilling, completing, developing, exploring for and producing oil and gas from vertical and horizontal oil and gas wells, exploratory oil and gas wells and pilot holes both on and off the Property and explore, produce and develop its Leases on, under, through and off the Property; and

D. The Parties desire for this Agreement to set forth their respective rights and obligations regarding the development of the Leases and the Property.

Agreement

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Surface Owner, the Parties hereto agree as follows:

1. ***Grant of Easement.*** Surface Owner hereby grants, assigns and conveys to Operator, (for the benefit of Operator and Operator's third-party designees, contractors, vendors, employees and other third-party personnel), a non-exclusive easement and right-of-way on, over, under, across and through the Property for access, ingress, egress, construction, operation, maintenance, removal, reclamation and use of one (1) access road (the "Access Road") and one (1) well pad and (1) production facility (the "Well Site"); and together with the Access Road (the "Subject Properties") for all oil and gas uses, development, operation and production and other related uses of the Subject Properties, as well as all rights necessary to install, build, construct, operate, access, maintain, upgrade, downgrade, remove and access MLVTs, LACT units, pumps, tanks, separators, meters, utility lines, fiber optic lines, flowlines, above-ground temporary water pipelines, oil, gas, water and associated petroleum liquid pipelines and related above-ground appurtenances (such easement and right-of-way being herein referred to, collectively, as the "Easement"). The Well Site and the Access Road shall generally be located on the Property as depicted on Exhibit A. The Easement shall include the right to build a pad and drill, complete and produce wellbores on and under the Property to locations off of the Property from the Well Site. Any wellbores drilled from the Well Site may be drilled in a manner deemed reasonable by Operator and in a manner that is consistent with the rules and regulations of the Colorado Oil and Gas Conservation Commission ("COGCC"). Wellbores drilled

may include but shall not be limited to: vertical, directional, pilot holes, horizontal and twinned and other wellbores.

2. ***Right-of-Way for Gathering.*** Surface Owner hereby grants, assigns and conveys to Operator rights to place and operate pipelines within or adjacent to access roads or on definite locations on the Well Site and Property as depicted on Exhibit A, to allow Operator or a third-party to connect its facilities to Operator's or a third-party's pipeline infrastructure. Surface Owner further grants, assigns and conveys to Operator the right to gather to the Property and transport from the Property oil, natural gas, produced liquids and associated hydrocarbons produced from the Property and lands other than the Property and lands pooled with the Property, and to transfer/assign such right to a third party gatherer.

3. ***Subsurface Easement.*** Surface Owner grants, assigns and conveys to Operator a subsurface easement in, on, under and through the Property for the purpose of drilling, completing, operating, re-stimulating, reworking and maintaining oil and gas wells that may produce and drain oil, natural gas, produced liquids and associated hydrocarbons from lands other than the Property and lands pooled, communitized or unitized with the Property. The foregoing subsurface easement shall provide rights to Operator at any time during the term of this Agreement, anywhere in, on, through and under the Property, allowing passage of any wellbore for any of Operator's current or future wellbores, whether exploratory in nature, producing or nonproducing, along with the right to occupy any portion of the subsurface space under the Property with Operator's wellbores.

4. ***Improvements.*** With respect to Operator's equipment and facilities other than those uses described herein, Operator is hereby granted the right to install and maintain, at its sole cost and expense, fences, gates and locks if required by the COGCC or if necessary or convenient for the security of uses herein, the Well Site, production facilities, or any easements on the Property.

5. ***Consents and Waivers.*** Surface Owner hereby waives the 30-day written notice requirement for commencement of operations with heavy equipment for the drilling of a well (Rule 305.f) and any other and/or future notice or consultation requirements of the COGCC, including without limitations the provisions and allowed waivers under COGCC Rules 305 and 306. Additionally, Surface Owner hereby waives the Greater Wattenberg Area ("GWA") special well location, spacing and unit designation requirements of the COGCC, including without limitations the provisions and allowed waivers under COGCC Rules 318A.a and 318A.c. These GWA waivers are solely intended to minimize surface disturbance on the Property while fully complying with the Surface Owner's wishes and this Agreement. Surface Owner agrees to give notice to and consult with all tenant farmer(s), lessee(s) or other party or parties that may own an interest in crops or surface improvements that could be affected by any of Operator's proposed or reasonably foreseeable operations.

6. ***Governmental Proceedings.*** Surface Owner shall not oppose Operator in any agency hearing or meeting, nor shall Surface Owner object to any of Operator's operations on the Property in any governmental proceeding, including but not limited to the COGCC, state, county, local jurisdiction or other governing body proceedings, related to Operator's operations on the Property, including but not limited to: Well Site, well heads, oil and gas facilities, access, utility or pipeline location setback and positioning or any other drilling operations provided that Operator's position in such proceedings is consistent with this Agreement.

7. ***Reasonable Accommodation.*** Surface Owner acknowledges uses and operations upon the Property by Operator under this Agreement are in full satisfaction of the requirement that Operator conduct its oil and gas operations in a manner that accommodates Surface Owner. Surface Owner further acknowledges Operator's uses and operations upon the Property as provided herein constitute "Reasonable

Accommodation” by Operator, its agents, consultants, successors and assigns as provided for under Colorado Revised Statute 34-60-127.

8. Release of All Claims. Surface Owner accepts the consideration described herein as full consideration and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to the Property or growing crops thereon that may occur as a result of operations on the Property described herein. Surface Owner hereby releases and agrees to indemnify, defend and hold harmless Operator, its agents, successors and assigns from any and all liability and further payment, other than what has been provided in this Agreement, for damages on the Property which arise from, out of or in connection with the Operator’s operations on the Property.

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

10. Term. This Agreement will terminate concurrently with the Leases as they relate to Operator’s or its affiliates’ rights to explore, drill, and produce oil, natural gas, and associated hydrocarbons from the Property or lands pooled or unitized therewith or as otherwise provided herein. No act or failure to act on the part of the Operator shall be deemed to constitute an abandonment or surrender of this Agreement or of any part of it, except upon recordation by Operator of an instrument specifically terminating this Agreement. To the extent a moratorium or a restrictive governmental law, rule or regulation prevents a Party from performing the operations herein described, this Agreement shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place. Notwithstanding the termination of this Agreement, Operator may access the Property to plug and abandon wells drilled on the Property and to reclaim the Property and for such other purposes as necessary to comply with any law, rule, or regulation governing Operator’s operations.

11. Miscellaneous. Except for that certain letter of even date herewith between Surface Owner and Operator, this Agreement contains the entire agreement between the Parties and may not be modified orally or in any other manner other than by written agreement signed by all Parties or their successors or assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. This Agreement may be executed in any number of counterparts each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument.

[signature and acknowledgement page follows]

The Parties have executed this Agreement on the day and year first above written.

Surface Owner

Operator

Arete Land & Minerals LLC

Confluence DJ LLC

Signed: Lee Fanyo
By: Lee Fanyo
Its: Attorney-in-Fact

Signed: William E. Nicas
By: William E. Nicas
Its: Sr. VP Land & Business Development

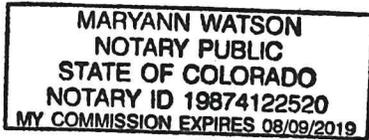
ACKNOWLEDGEMENTS

STATE OF COLORADO

COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 17th day of OCTOBER 2017 by Lee Fanyo, as Attorney-in-Fact of Arete Land & Minerals LLC.

Witness my hand and official seal.



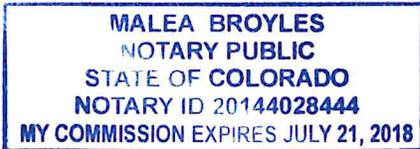
Maryann Watson
Notary Public in and for the State of Colorado
Commission Expires: 8-9-2019

STATE OF COLORADO

COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 17th day of October 2017, by William E. Nicas, as Sr. VP of Land & Business Development for Confluence DJ LLC, on behalf of the company.

Witness my hand and official seal.



Malea Broyles
Notary Public in and for the State of Colorado
Commission Expires: 7.21.18

Exhibit "A"

Attached to and made part of the certain Easement, Right-of-Way and Surface Damage Agreement dated effective October 17, 2017, by and between Confluence DJ LLC, as Operator and Arete Land & Minerals LLC, as Surface Owner.

