

AMENDMENT TO SURFACE USE AND DAMAGE AGREEMENT

This Amendment is made and entered into this 20th day of November 2018, by and between Peters 313 Ranch, Inc., a Colorado corporation, hereinafter referred to as "Surface Owner", whose address is PO Box M, Carpenter, WY 80254, and HighPoint Operating Corporation, later referred to as "Operator", whose address is 1099 18th Street, Suite 2300, Denver, Colorado 80202.

WITNESSETH, that

WHEREAS, Peters 313 Ranch, Inc. and EOG Resources, Inc. entered into a Surface Use and Damage Agreement (the "Original Agreement") dated June 26, 2015, relating to proposed oil and gas operations in the following lands:

Township 12 North, Range 63 West, 6th P.M.

Section 26: SE1/4 (except that parcel in the NE1/4SE1/4 owned by Meadowlark Midstream Company, LLC), N1/2 (except those parcels in the NE1/4 owned by EOG Resources, Inc. and Meadowlark Midstream Company, LLC)

Section 27: All

Section 28: All

Section 33: All

Section 34: All

Section 35: N1/2

Weld County, Colorado, referred to as "Said Land"; and

WHEREAS, the interest of EOG Resources, Inc. in the Original Agreement was assigned to Fifth Creek Energy Operating Company, LLC, effective March 1, 2016;

WHEREAS, the interest of Fifth Creek Energy Operating Company, LLC in the Original Agreement and First Amendment was assigned to HighPoint Operating Corporation, effective April 2, 2018;

WHEREAS, Surface Owner and Operator wish to change certain provisions of the Original Agreement to better address proposed future activities on Said Lands for the benefit of Said Lands and other lands;

NOW, THEREFORE, for and in consideration of the mutual benefits that will accrue to the parties because of this amendment, and other good and valuable consideration, the parties agree to amend the Original Agreement as follows:

1. From and after April 2, 2018, the term "Operator" as used in the Original Agreement and any subsequent amendments shall refer to HighPoint Operating Corporation.
2. The terms and provisions of this Amendment to Surface Use and Damage Agreement are subject to the terms of that certain Letter Agreement, dated the 20th day of November, 2018, attached hereto and, by reference, made a part hereof.
3. As to wells commenced after the date of this Amendment, the parties amend Section 4 of the Original Amendment to provide:

4. Pad Sites. For each well drilled from a surface location on Said Land where the well is being drilled to produce either from Said Land alone, or from Said Land and other lands pooled or unitized therewith, or wells drilled to produce exclusively from lands other than Said Land or lands pooled or unitized therewith, Operator will pay the amount specified in the Letter Agreement.

Each payment is consideration for all damages associated with access, construction, maintenance, and use of Said Land for drilling, completing, producing, and operating such well and also for the right to drill through the subsurface of Said Land and to use the resulting wellbore solely for the benefit of other lands. The term "well," when used throughout this agreement, includes each well drilled from a surface location on Said Land. Operator may install on Said Land tank batteries, compressor stations, temporary surface lines, oil and gas flow lines, access roads, pipelines, and all other facilities of every type and nature convenient for the production, storage, disposal, transportation and marketing of oil, gas, and water from each well. This shall include the right of Operator to install a central production facility on Said Land which may have oil, gas, and water produced from lands other Said Land delivered to such location as a central point for transmitting the oil, gas, and water to a downstream point. Should a central production facility be constructed on a location that was not previously constructed for use as a well pad, Operator will pay the amount specified in the Letter Agreement.

4. Section 7. Existing Well Pads and Access Roads as it currently reads is deleted in its entirety and is replaced by a new Section 7. Waiver, as detailed below. Reference is made to the maintenance requirements under Section 11. Maintenance and General Operations.

7. Waivers. Surface Owner, for the benefit of Operator and its proposed operations on Said Land (the "Operations"), hereby waives to the extent applicable the following notices and consultation required by the Colorado Oil and Gas Conservation Act, CRS 34-60-101, et seq. (the "Act"), the rules and regulations of the Colorado Oil and Gas Conservation Commission ("COGCC"), and all applicable county and municipal/local requirements for notices and consultations in connection with the Operations. The waivers

include and are not limited to the following:

- A. Rule 305.a.: Notice of Intent to Conduct Oil and Gas Operations
- B. Rule 305.c.(1): Oil and Gas Location Assessment Notice
- C. Rule 305.c.(2): Buffer Zone Notice
- D. Rule 305.f.: Statutory Notice to Surface Owners
- E. Rule 305.h.: Move-In, Rig-Up Notice
- F. Rule 306.a.: Surface Owner Consultation and Meeting Procedures
- G. Section 23-2-1030 of the ordinances of Weld County, Colorado titled "Review of application and issuance of Weld Oil and Gas Location Assessment" (WOGLA)
- H. Any other notice or consultation requirements of the Act and the COGCC

Surface Owner also acknowledges receiving from Operator a brochure prepared by the COGCC which describes the rights and responsibilities of the undersigned as a surface owner.

To the extent applicable to the Operations, Surface Owner consents to any remedial work required by the COGCC or the COGCC "Interim Statewide Horizontal Offset Policy, February 10, 2014" or any modification or amendment thereto, any successor policy, rule, regulation and law, to include and not be limited to, the consent required by Option 3: 5c.i of the Policy calling for "[S]igned Surface Use Agreement or Surface Owner Consent to re-entering and re-plugging any well on the Property or lands pooled therewith that has been plugged and abandoned or drilled and abandoned.

The notices waived and consents provided for in this document include consent and authorization for land application of drill cuttings on the Property in accordance with the COGCC's "Policy On Drill Cuttings Management dated September 15, 2014" and any modification or amendment thereto, any successor policy, rule, regulation and law to include the authorization required by paragraph 4.b. i. of the Policy.

The undersigned also waives to the extent applicable any consents required by any county and local law, ordinance, rule or regulation including and not being limited to Section 23-2-1030 of the ordinances of Weld County, Colorado titled "Review of application and issuance of Weld Oil and Gas Location Assessment (WOGLA)."

The undersigned grants Operator the authority to apply for all permits related to the Operations and required by Weld County, including but not limited to Access Permits and Building Permits.

- 5. All other provisions of the Original Agreement are unchanged and continue in effect. Payments previously made to Surface Owner by EOG Resources, Inc. and Fifth Creek Energy Operating Company, LLC and by Operator will be retained

by Surface Owner, and rights secured by EOG Resources, Inc., Fifth Creek Energy Operating Company, LLC, or Operator as a result of such payments will be retained by Operator. If a facility site is already in use on Said Land, Operator may continue to use such site (and to install additional facilities in that site under the reasonable proximity) without paying an additional facilities site fee.

In witness whereof, the parties have executed this Agreement the day and year first above written.

SURFACE OWNER:

Peters 313 Ranch, Inc.

By: John L. Peters
John L. Peters
President

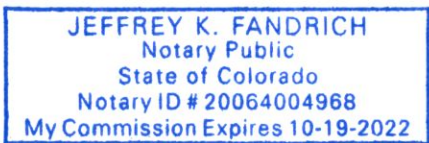
OPERATOR:

HighPoint Operating Corporation

By: Brian R. James
Brian R. James
Land Manager-Surface

State of Colorado
County of Weld

The foregoing instrument was acknowledged before me this 20th day of November, 2018 by John L. Peters, President of Peters 313 Ranch, Inc., a Colorado corporation, on behalf of the corporation.



Jeffrey K. Fandrich
Notary's official signature

Commission expiration

State of Colorado
County of Weld

The foregoing instrument was acknowledged before me this 20th day of November, 2018 by Brian R. James, Land Manager-Surface of HighPoint Operating Corporation, a Delaware corporation, on behalf of the corporation.

6/16/2021
Commission expiration

Trista Anderson
Notary's official signature

