

**SECOND AMENDMENT TO AGREEMENT FOR
RIGHT OF WAY, PIPELINE EASEMENT AND SURFACE
ACCESS**

This Amendment is made and entered into this 2 day of April, 2019, ("Effective Date") by and between Loyd Farms, a Colorado Partnership, hereinafter referred to as "Owner", whose address is 66732 WCR 87, Grover, Colorado 80729 and HighPoint Operating Corporation, later referred to as "Operator", whose address is 555 17th Street, Suite 3700, Denver, Colorado 80202 (individually a "Party", together "the Parties").

WITNESSETH, that

WHEREAS, Owner and EOG Resources, Inc. entered into an Agreement for Right of Way, Pipeline Easement and Surface Access (the "Original Agreement") dated December 10, 2009, relating to proposed oil and gas operations in the following lands:

Township 12 North, Range 63 West, 6th P.M.
Section 25: All

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, Owner and Fifth Creek Energy Operating Company, LLC entered into a First Amendment to Agreement For Right Of Way, Pipeline Easement And Surface Access (the "First Amendment") dated October 20, 2016 covering the above described lands;

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, Owner and Operator wish to change certain provisions of the Original Agreement and First Amendment 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 and First Amendment as follows:

1. Said Lands in the Original Agreement and First Amendment shall be amended to include the following lands (individually "Said Land" and collectively "Said Lands"):

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

Section 25: All

Township 12 North, Range 62 West, 6th P.M.

Section 29: W/2

Section 30: SW/4

Weld County, Colorado

2. *Operator*. From and after April 2, 2018, the term "Operator" as used in the Original Agreement and First Amendment shall refer to HighPoint Operating Corporation.

● [REDACTED]
[REDACTED]

● [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

● [REDACTED]
[REDACTED]
[REDACTED]

● [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Owner hereby grants, demises and conveys to Operator, such use of the surface of the Lands, on, over and across the Lands as may be necessary or convenient for Company's Operations, including, but not limited to, the right to install tank batteries, compressor equipment, oil and gas flow lines, access roads, pipelines, below-ground powerlines, and all other facilities of every type and nature necessary 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 which may have oil, gas, and water produced from lands other than Said Land delivered to such location as a central point for transmitting the oil, gas, and water to a downstream point. All such use and operations shall be limited to that portion of the Said Lands located within the Oil and Gas Operations Area ("OGOA") shown on Exhibit "A". The depiction of the OGOA shown on Exhibit "A" is binding upon the Operator with respect to the location and/or scope of its

[illegible]

8. 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:

- 4

- 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

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, 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 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.



- 10. Operator is hereby granted a subsurface easement, to the extent Surface Owner legally owns such right, during the term of this Agreement for passage of any portion of any well bore for any of the future wells, whether producing or nonproducing, including the right to occupy and use the subsurface pore space displaced by the well bore and all structures appurtenant thereto.
- 11. Commencement of the operations with heavy equipment is estimated to begin in third quarter 2019. Owner acknowledges that this notice complies with, or hereby waives, all COGCC requirements that it be given advance notice by Company of the proposed operations. Owner acknowledges

receiving from Company a brochure prepared by the COGCC which describes the rights and responsibilities of Owner as a surface owner.

12. In order to give full force and effect to the purpose of the Original Agreement, Owner hereby waives its right to object to the location of any of Operator's facilities on the basis of setback requirements in the rules and regulations of the COGCC, as they may be amended from time to time. Operator may cite the waiver in this paragraph in order to obtain a location exception or variance under COGCC rules or from any other state or local governmental body. Owner will provide operator with whatever written support they may reasonably require to obtain permits from the COGCC or any state or local jurisdiction.
13. *Other Provisions.* All other provisions of the Original Agreement and First Amendment, except as provided herein, are unchanged and continue in effect. Payments previously made to Owner by EOG Resources, Inc. and Fifth Creek Energy Operating Company, LLC and by Operator will be retained by 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.

Notification. Section 21 of the Original Agreement is amended to provide new contact information for Operator as follows:

HighPoint Operating Corporation
Attn: Land Manager - Surface
555 17th Street, Suite 3700
Denver, CO 80202
(303)-293-9100
24-Hour Emergency Phone Number: 1-(800)-880-6359

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

OWNER
Loyd Farms

By: Dan Loyd
Dan Loyd, General Manager
Owner

OPERATOR
HighPoint Operating Corporation

By: Brian James
Brian James
Land Manager Surface

EXHIBIT "A"

Attached to and by reference made a part of that certain Second Amendment to Agreement For Right of Way, Pipeline Easement and Surface Access dated 4/2, 2019, by and between Loyd Farms as "Owner", and HighPoint Operating Corporation as "Operator", covering the following lands:

Township 12 North, Range 63 West, 6th P.M.
Section 25: All

Township 12 North, Range 62 West, 6th P.M.
Section 29: W/2
Section 30: SW/4

Weld County, Colorado



LEGEND

-  OGOA
-  APPROXIMATE CL ACCESS ROAD AREA



EXHIBIT "A"

Attached to and by reference made a part of that certain Second Amendment to Agreement For Right of Way, Pipeline Easement and Surface Access dated 4/2, 2019, by and between Loyd Farms as "Owner", and HighPoint Operating Corporation as "Operator", covering the following lands:

Township 12 North, Range 63 West, 6th P.M.
Section 25: All

Township 12 North, Range 62 West, 6th P.M.
Section 29: W/2
Section 30: SW/4

Weld County, Colorado



LEGEND

-  OGOA
-  APPROXIMATE CL ACCESS ROAD AREA

EXHIBIT "A"

Attached to and by reference made a part of that certain Second Amendment to Agreement For Right of Way, Pipeline Easement and Surface Access dated 4/2, 2019, by and between Loyd Farms as "Owner", and HighPoint Operating Corporation as "Operator", covering the following lands:

Township 12 North, Range 63 West, 6th P.M.
Section 25: All

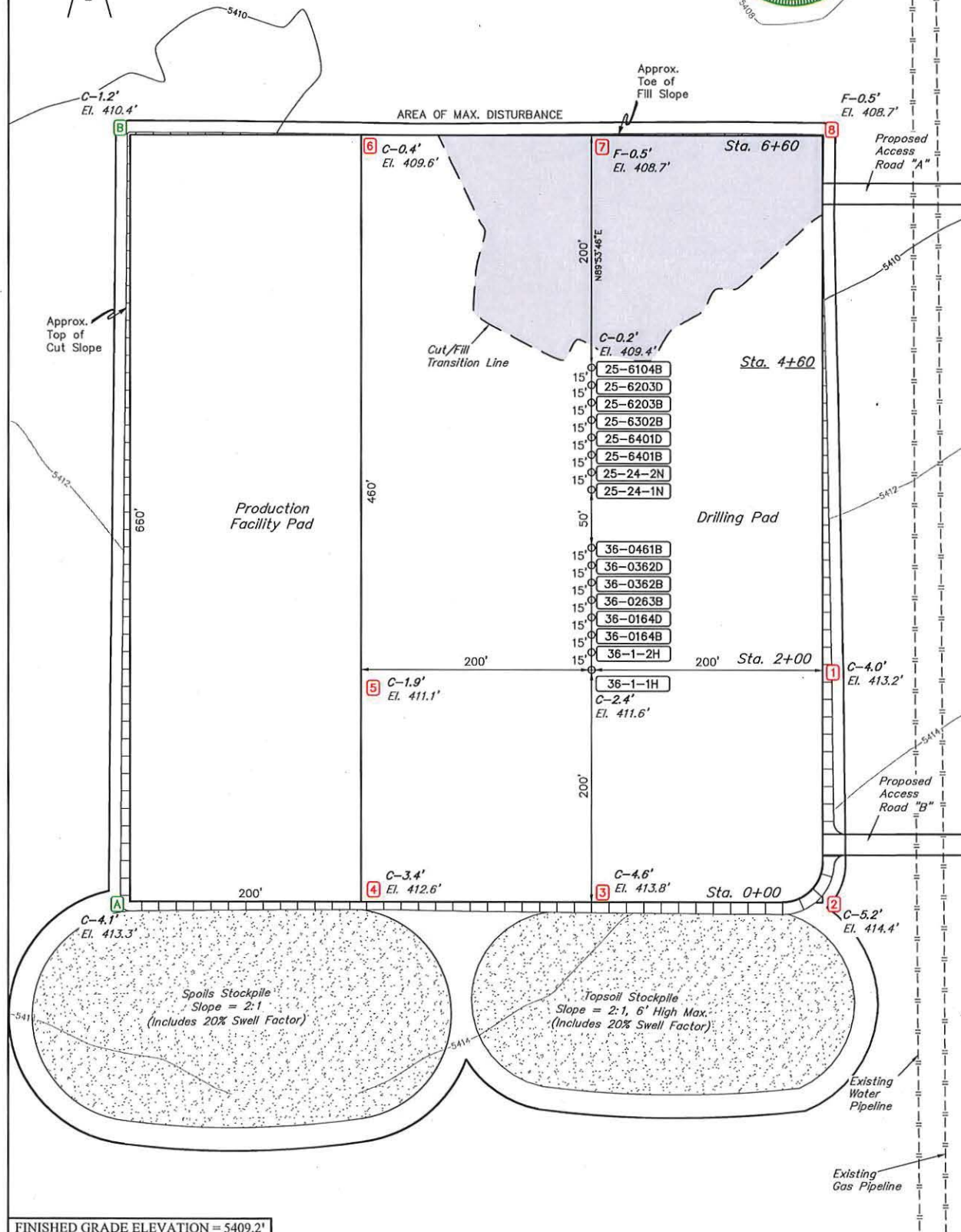
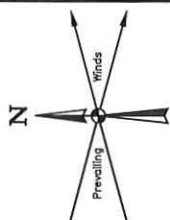
Township 12 North, Range 62 West, 6th P.M.
Section 29: W/2
Section 30: SW/4

Weld County, Colorado



LEGEND

-  OGOA
-  APPROXIMATE CL ACCESS ROAD AREA



FINISHED GRADE ELEVATION = 5409.2'

NOTES:

- Flare stack is to be located a min. of 100' from the wellhead.
- Round corners at 35' radius or as needed.
- Contours shown at 2' intervals.
- Cut/Fill slopes 2:1 (Typ.).



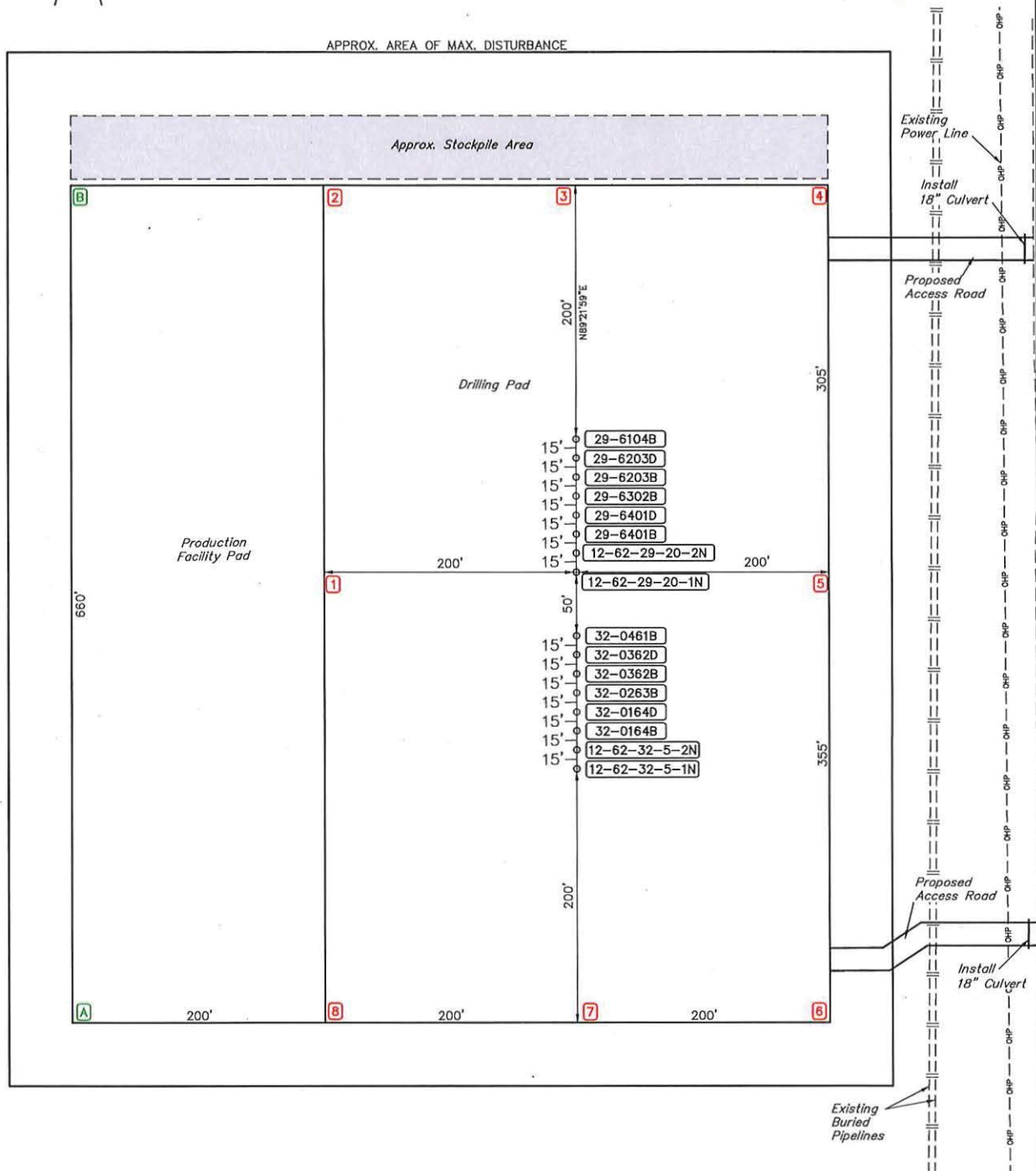
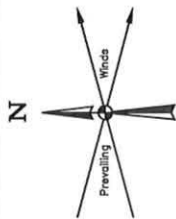
UELS, LLC
Corporate Office • 85 South 200 East
Vernal, UT 84078 • (435) 789-1017

HIGHPOINT OPERATING CORPORATION

FOX CREEK 25 SW PAD
S 1/2 SW 1/4, SECTION 25, T12N, R63W, 6th P.M.
WELD COUNTY, COLORADO

SURVEYED BY	RYAN WILLIAMS	08-14-18	SCALE
DRAWN BY	S.S.	10-12-18	1" = 80'

CONSTRUCTION LAYOUT **FIGURE #1**



ESTIMATED FINISHED GRADE ELEVATION = 5362'

NOTES:

- Flare stack is to be located a min. of 100' from the wellhead.
- Existing ground grade does not exceed 10% slope.



UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

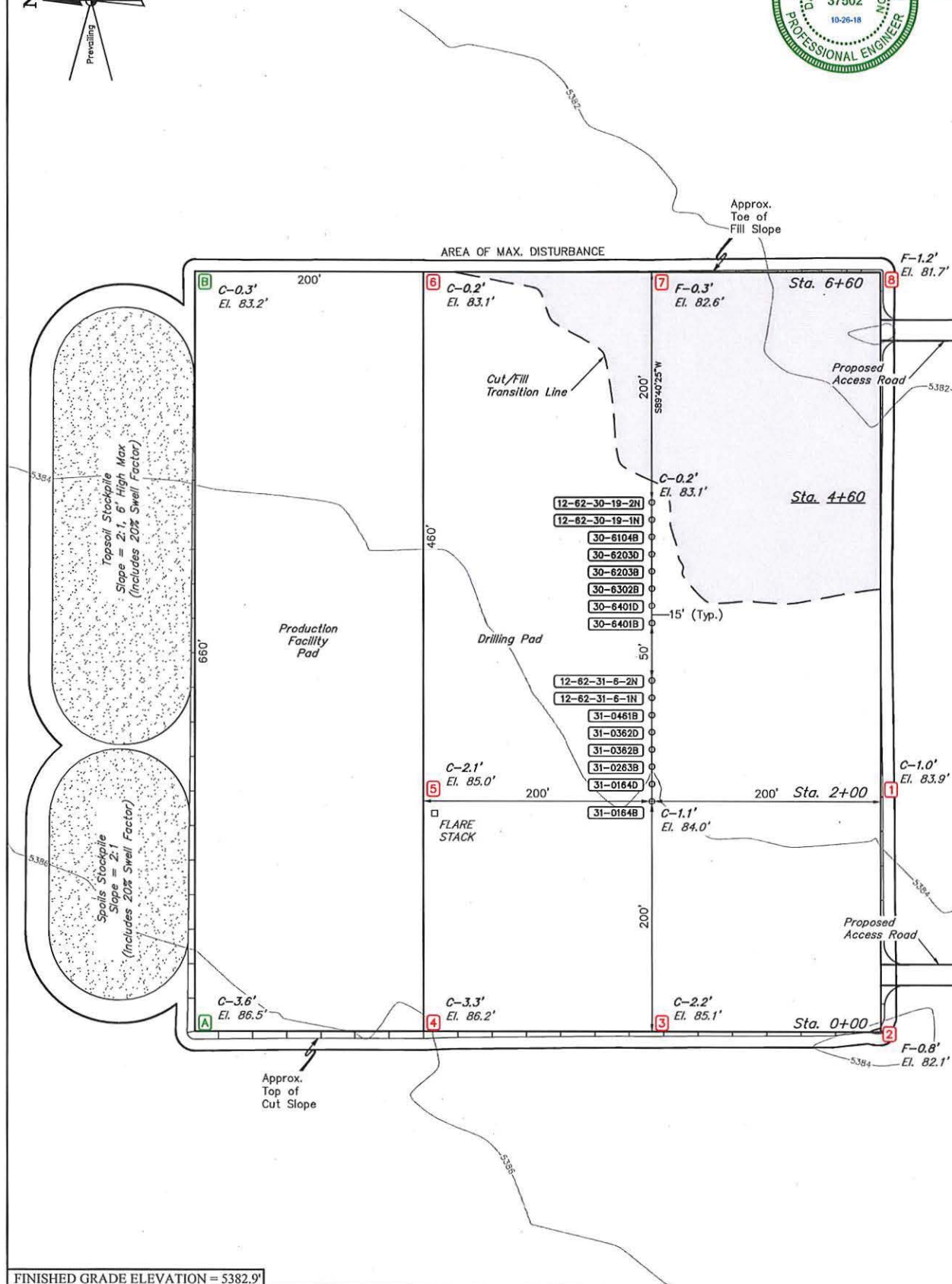
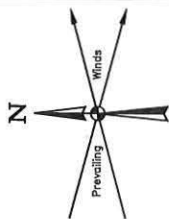
REV: 01 10-17-18 B.L.B. (UPDATED TEXT & NORTH ARROW)

APPROXIMATE SURFACE DISTURBANCE AREAS		
	DISTANCE	ACRES
APPROX. UN-RECLAIMED SITE DISTURBANCE	NA	±6.162
APPROX. RECLAIMED SITE DISTURBANCE	NA	±6.936
APPROX. TOTAL WELL SITE DISTURBANCE	NA	±13.098
30' WIDE ACCESS ROAD R-O-W DISTURBANCE	±1334'	±0.229
TOTAL SURFACE USE AREA		±13.327

HIGHPOINT OPERATING CORPORATION

RANDALL CREEK 29 SW PAD
SE 1/4 SW 1/4, SECTION 29, T12N, R62W, 6th P.M.
WELD COUNTY, COLORADO

SURVEYED BY	GREG WEIMER, D.E.	08-20-18	SCALE
DRAWN BY	B.L.B.	09-12-18	1" = 80'
SITE PLAN		FIGURE #1	



NOTES:

- Flare stack is to be located a min. of 100' from the wellhead.
- Contours shown at 2' intervals.
- Cut/Fill slopes 2:1 (Typ.)



UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

HIGHPOINT OPERATING CORPORATION

RANDALL CREEK 30 SW PAD
S 1/2 SW 1/4, SECTION 30, T12N, R62W, 6th P.M.
WELD COUNTY, COLORADO

SURVEYED BY	CHAD MEIERS	08-17-18	SCALE
DRAWN BY	J.U.	10-19-18	1" = 80'
CONSTRUCTION LAYOUT		FIGURE #1	