

MEMORANDUM OF SECOND AMENDMENT

TO

AMENDED AND RESTATED SURFACE USE AGREEMENT

THIS MEMORANDUM OF SECOND AMENDMENT to that AMENDED AND RESTATED SURFACE USE AGREEMENT (this "Memorandum"), is made and entered into this 10th day of October, 2018 ("Execution Date"), effective, however, for all purposes as of October 10th, 2018 ("Effective Date), by and between 70 Ranch, LLC, a Colorado limited liability company whose address is 8301 East Prentice Avenue, Suite 100, Greenwood Village, Colorado 80111 ("70 Ranch"), and Bonanza Creek Energy Operating Company, LLC, a Delaware limited liability company, and Bonanza Creek Energy, Inc., a Delaware corporation, whose address is 410 17th Street, Suite 1400, Denver, Colorado 80202 (collectively "Bonanza"). 70 Ranch and Bonanza may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. 70 Ranch and Bonanza entered into an Amended and Restated Surface Use Agreement dated April 30, 2013, which was then amended by that First Amendment to the Amended and Restated Surface Use Agreement on September 15, 2014 (as amended, the "SUA").
- B. 70 Ranch and Bonanza entered into a Second Amendment to the SUA (the "Second Amendment") and all of the terms and conditions of the SUA remain in effect, except as modified expressly by this Second Amendment.
- C. The Parties desire to file this Memorandum of record in the real property records of Weld County, Colorado, to give notice of the existence of the Second Amendment and certain provisions contained therein;

NOW THEREFORE, for good and valuable consideration which is hereby acknowledged, the Parties agree as follows:

SECTION 1: Notice. Notice is hereby given of the existence of the Second Amendment and all of its terms, covenants and conditions to the same extent as if the Second Amendment were fully set forth herein. Provisions of the Second Amendment are summarized below. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the SUA.

SECTION 2: Exhibits Replaced Pursuant to the Second Amendment.

- 1. Exhibit A of the SUA, describing the 70 Ranch Lands, is deleted in its entirety and replaced with Amended Exhibit A that is attached hereto.
- 2. Exhibit A-1 of the SUA, describing the State Lands, is deleted in its entirety and replaced with Amended Exhibit A-1 that is attached hereto.

3. Exhibit A-2 of the SUA, describing the TH Ranch Lands, is deleted in its entirety and replaced with Amended Exhibit A-2 that is attached hereto.
4. Exhibit B of the SUA is deleted in its entirety and replaced with Amended Exhibit B.
5. Replacement Exhibit C of the SUA is deleted in its entirety and replaced with Amended Exhibit C.

The Exhibits referenced within this Memorandum are hereby incorporated in this Memorandum by reference and constitute a part of this Memorandum.

SECTION 3: No Amendment to Second Amendment or SUA. This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend or modify the Second Amendment or SUA in any way. This Memorandum is not intended to, and shall not be constructed to reduce, minimize, expand, change the scope of, or in any way alter, amend, or terminate any of the rights granted under the Second Amendment or SUA. In the event of a conflict between the terms of this Memorandum and the terms of the Second Amendment or SUA, the terms of the Second Amendment or SUA, as applicable, will control.

[Signature Page Follows]

IN WITNESS WHEREOF, this Memorandum has been executed by the parties hereto as of the date and year first above written.

70 RANCH, LLC

BY: _____

Robert A. Lembke

Manager

APPROVED
as to
FORM

Oct 8, 2018

Bonanza Creek Energy Operating Company, LLC

BY: _____

Maxwell Faith

MTK

Attorney-in-Fact

Bonanza Creek Energy, Inc.

BY: _____

Maxwell Faith

MTK

Attorney-in-Fact

Acknowledgements On Following Page

ACKNOWLEDGEMENTS

STATE OF COLORADO)

) ss

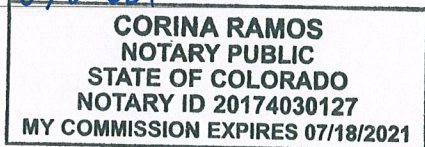
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 10th day of October, 2018, before me, personally appeared Robert A. Lombardi as Manager of 70 Ranch, LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires:

7/18/2021



[Signature]

Notary Public

STATE OF COLORADO)

) ss

CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2 day of October, 2018, before me, personally appeared Maxwell Faith as Attorney-in-Fact of Bonanza Creek Energy, Inc., and as Attorney-in-Fact for Bonanza Creek Energy Operating Company, LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

4/5/2020



[Signature]

Notary Public

Amended Exhibit A
to
Surface Use Agreement
between
70 Ranch, LLC and Bonanza Energy Operating Company, LLC and Bonanza Creek Energy, Inc.

70 Ranch Lands

Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado

Section 13: All
Section 17: All
Section 20: W/2, SE/4
Section 21: All (but see "Exceptions" below)
Section 22: All (but see "Exceptions" below)
Section 23: All
Section 24: All
Section 25: All
Section 27: All (but see "Exceptions" below)
Section 33: Lots A and B Recorded Exemption 0965-33-1-RE-2968, as recorded in the records of Weld County, Colorado, under Receipt No. 2842711, located in Section 33, Township 5 North, Range 63 West of the 6th P.M., County of Weld, State of Colorado

And

A parcel of land located in the Northwest One-Quarter (NW1/4) of Section Thirty-Three (33), Township Five (5) North, Range Sixty-Three (63) West of the 6th P.M., Weld County, Colorado being more particularly described as:

Considering the west line of the Northwest-One-Quarter (NW 1/4) of said Section Thirty-Three (33) to bear North 00°22'04" West, between monuments as shown on the plat, and all bearings contained hereon being relative thereto:

Beginning at a point on the west line of the Northeast One-Quarter Northwest One-Quarter (NE 1/4 NW 1/4) of said Section Thirty-Three (33) whence the West One-Sixteenth (W 1/16) Corner of said Section Thirty-Three (33) bears North 00°17'50" West, 421.28 feet; thence, South 00°17'50" East, 906.60 feet to the Northwest One-Sixteenth (NW 1/16) Corner of said Section Thirty-Three (33); thence along the south line of the Northeast One-Quarter Northwest One-Quarter (NE 1/4 NW 1/4) of said Section Thirty-Three (33), North 89°48'49" East, 902.40 feet to a point on the northeasterly rights of way line of County Road 380; thence along the said northeasterly rights of way line of County Road 380 the following three (3) courses, North 44°43'28" West, 471.01 feet; thence, North

45°26'34" West, 597.75 feet; thence, North 45°01'21" West, 211.65 feet to the Point of Beginning.

The above-described parcel contains 9.42 acres, more or less and is subject to rights-of-way and/or easements reserved for County Road 380 along the northeasterly side of said parcel and is subject to rights-of-way and/or easements of record or as may now exist.

And

Also known as: Lot B Recorded Exemption 0965-33-2-RE-4981 recorded in the Weld County Records on December 28, 2009 under Receipt 3667226, located in the NW1/4 of Section 33, Township 5 North, Range 63 West of the 6th P.M., County of Weld, State of Colorado

Section 34: *Parcel 1:* E/2NW/4

Parcel 2: An approximately 43 acre tract in the SW/4 described as follows: Beginning at the NW corner of the SW/4, running thence east along the north line of the SW/4 1675 feet to a point; running thence south parallel with the East line of the SW/4 to a point on the north line of the right-of-way of the Union Pacific R.R.; thence southeasterly along said right-of-way to the east line of the SW/4; thence north on the east line to the NE/4 corner of the SW/4; thence west on the north line of the SW/4 to the point of beginning.

Parcel 3: All of Blocks 4 & 5, Lots C & D of the Town of Hardin

Parcel 4: E/2, Less and Except Lots 1-12, Cottonwood Falls P.U.D., Lot 13 and Open Space, Cottonwood Falls Amended P.U.D., a 50 foot wide strip of land off the entire south side of the SE/4, a strip of land 25 feet wide along the section line between Sections 34 & 35, and a 3.31 acre parcel of land out of the SE/4.

Also, see "Exceptions" below

Section 35: N/2 and S/2 located north of the Riverside Canal.

Section 36: SW/4SW/4, lying North of Riverside Canal

"EXCEPTIONS"

Caw Equities, LLC/Ron Vonlembke Childrens Trust Parcels

Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado

Part of Sections 27 & 34: described as follows:

A parcel of land being part of the West Half (W1/2) of Section Twenty-seven (27),

Township Five North (T.5N.) Range Sixty-three West (R.63W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

Beginning at the Northeast Corner of Section Thirty-four (34) and assuming the East line of the Northeast Quarter (NE1/4) of said Section 34 as bearing South 00°41'19" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2616.43 feet with all other bearings contained herein relative thereto:

Thence South 89°47'13" West along the North line of said Section 34, also being the South line of said Section 27, a distance of 3922.42 feet to the West Sixteenth Corner common to Sections 27/34-T.5N.-R.63W.;

Thence North 00°40'09" East along the East line of the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of said Section 27 a distance of 590.95 feet to the TRUE POINT OF BEGINNING:

Thence continuing North 00°40'09" East along said East line a distance of 725.06 feet to the Northeast Corner of said SW1/4 SW1/4;

Thence South 89°02'21" West along the North line of said SW1/4 SW1/4 a distance of 984.44 feet to a point Three Hundred feet (300') Easterly of as measured at right angles to the West line of said Section 27:

Thence along a line Three Hundred feet (300') Easterly of as measured at right angles to and parallel with the West line of said Section 27 by the following Two(2) courses and distances:

Thence North 01°11'42" East a distance of 1313.44 feet;

Thence North 00°56'18" West a distance of 1778.23 feet;

Thence South 58°47'25" East a distance of 1416.88 feet;

Thence South 00°41'19" East a distance of 3228.38 feet;

Thence North 59°12'48" West a distance of 317.85 feet to the TRUE POINT OF BEGINNING.

Said described parcel of land contains 80.082 Acres, more or less (±) and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

70 Ranch Investment Trust Parcel:

Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado

Part of Sections 21, 22, 27 & 34, described as follows:

A parcel of land being part of the Southeast Quarter (SE1/4) of Section Twenty-one (21), part of the Southwest Quarter (SW1/4) of Section Twenty-two (22), and part of the West Half of the West Half (W1/2 W1/2) of Section Twenty-seven (27), all in Township Five North (T.5N.), Range Sixty-Three West (R.63W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

Beginning at the Northeast Corner of Section Thirty-four (34) and assuming the East line of the Northeast Quarter (NE1/4) of said Section 34 as bearing South 00°41'19" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2616.43 feet with all other bearings contained herein relative thereto:

Thence South 89°47'13" West along the North line of said Section 34, also being the South line of said Section 27 a distance of 3922.42 feet to the West Sixteenth Corner common to Sections 27/34-T.5N.-R.63W.;

Thence along the East line and a portion of the North line of the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of said Section 27 by the following Two (2) courses and distances:

Thence North 00°40'09" East a distance of 1316.01 feet;

Thence South 89°02'21" West a distance of 984.44 feet to a point Three Hundred feet (300.00') Easterly of as measured at right angles to the West line of said Section 27. Said point being the TRUE POINT OF BEGINNING:

Thence continuing South 89°02'21" West along the North line of said SW1/4 SW1/4 a distance of 300.21 feet to the Northwest Corner of said SW1/4 SW1/4;

Thence North 01°11'42" East along the West line of the Southwest Quarter (SW1/4) of said Section 27 a distance of 1319.15 feet to the West Quarter Corner of said Section 27;

Thence North 00°56'18" West along the West line of the Northwest Quarter (NW1/4) of said Section 27 a distance of 2637.50 feet to the Northwest Corner of said Section 27;

Thence South 89°31'33" West along the South line of the SE1/4 of sold Section 21 a distance of 1301.26 feet;

Thence North 00°53'29" West a distance of 1435.76 feet;

Thence North 89°31'33" East a distance of 1601.28 feet to a point 300.00 feet Easterly of as measured at right angles to the West line of said Section 22;
Thence along a line Three Hundred feet (300') Easterly of as measured at right angles to and parallel with the West line of said Section 22 and Section 27 by the following Three (3) courses and distances:

Thence South 00°53'29" East a distance of 1438.42 feet;

Thence South 00°56'18" East a distance of 2638.00 feet;

Thence South 01°11'42" West a distance of 1313.44 feet to the TRUE POINT OF BEGINNING.

Said described parcel of land contains 80.018 Acres, more or less (±) and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

Township 4 North, Range 63 West, 6th P.M., Weld County, Colorado

Section 1: Part of Section 1, lying North and East of the Riverside Canal
Section 3: All
Section 10: Portion of the N/2 lying North of HW 34.

Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado

Section 3: W/2E/2
Section 15: W/2, W/2E/2
Section 17: All
Section 18: All
Section 19: All
Section 20: All
Section 21: All
Section 29: All
Section 31: All
Section 33: All

Township 4 North, Range 62 West, 6th P.M., Weld County, Colorado

Section 3: NW/4

Section 5: All

Section 7: Part of NE/4 lying North of the Riverside Canal

Amended Exhibit A-1
to
Surface Use Agreement
between
70 Ranch LLC and Bonanza Energy Operating Company, LLC and Bonanza Creek Energy, Inc.

State Lands

Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado

Section 3: E/2E/2
Section 15: E/2E/2
Section 16: All
Section 28: All
Section 30: All
Section 32: All

Township 4 North, Range 62 West, 6th P.M., Weld County, Colorado

Section 3: Lot 1, S/2NE/4 (NE/4)
Section 4: Lots 1, 2, S/2NE/4, S/2NW/4 and that part of the S/2 lying North of the
Riverside Canal
Section 6: All
Section 8: All

Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado

Section 26: All
Section 36: N/2, SE/4, N/2SW/4, SE/4SW/4

Amended Exhibit A-2

to

Surface Use Agreement

between

70 Ranch LLC and Bonanza Energy Operating Company, LLC and Bonanza Creek Energy, Inc.

TH Ranch Lands

TOWNSHIP FOUR NORTH (T.4N.), RANGE SIXTY-TWO WEST (R.62W.)

Section 7: All that part of Section 7 lying Southerly and Westerly of the Northerly bank of the Riverside Canal

Section 17: The North Half of the North Half (N/2N/2) and the South Half of the Northeast Quarter (S/2NE/4) of Section 17

Section 18: The North Half of the North Half (N/2N/2) of Section 18

TOWNSHIP FOUR NORTH (T.4N.), RANGE SIXTY THREE WEST (R.63W.)

Section 1: All that part of Section 1 lying Southerly and Westerly of the Northerly and Easterly bank of the Riverside Canal

Section 2: All of Section 2 *EXCEPTING THEREFROM* any part thereof as may be contained within that Quit Claim Deed as recorded May 26, 1995 in Book 1493 as Reception Number 2440048 of the records of the Weld County Clerk and Recorder (WCCR) *EXCEPTING THEREFROM* any part of Section 2 as contained within that parcel of land contained within the dedicated Right-Of-Way of Weld County Road #69 as shown on that corrected map as recorded August 15, 1989 as Reception Number 2195779 of the records of the Weld County Clerk and Recorder.

Section 3: All that part of Section 3 lying Easterly and Northeasterly of the existing centerline of Weld County Road #69 (WCR#69) and Northerly of the existing centerline of Weld County Road #380 (WCR#380) And Easterly of that parcel of land as described within that Quit Claim Deed as recorded May 26, 1995 in Book 1493 as Reception Number 2440048 of the records of the WCCR *EXCEPTING THEREFROM* any part of Section 3 as contained within that parcel of land contained within the dedicated Right-Of-Way of Weld County Road #69 as shown on that corrected map as recorded August 15, 1989 as Reception Number 2195779 of the records of the Weld County Clerk and Recorder.

Section 10: All that part of Section 10 lying Northeasterly of the Northeasterly Right-Of-Way (ROW) line U.S. Highway #34 (US Hwy#34) and Easterly of the existing centerline of WCR#69 And Easterly and Northeasterly of that parcel of land as described within that Special Warranty Deed as recorded November 10, 1988 in Book 1215 as Reception Number 2161552 of the records of the WCCR *EXCEPTING THEREFROM* any part of Section 10 as contained within that parcel of land contained within the dedicated Right-Of-Way of Weld County Road #69 as shown on that corrected map as recorded August 15, 1989 as Reception Number 2195779 of the records of the Weld County Clerk and Recorder.

Section 11: All that part of Section 11 lying Northeasterly of the Northeasterly ROW line of US

Hwy#34 And Easterly and Northeasterly of that parcel of land as described within that Special Warranty Deed as recorded November 10, 1988 in Book 1215 as Reception Number 2161552 of the records of the WCCR **EXCEPTING THEREFROM** any part of Section 11 as contained within that parcel of land contained within the dedicated Right-Of-Way of Weld County Road #69 as shown on that corrected map as recorded August 15, 1989 as Reception Number 2195779 of the records of the Weld County Clerk and Recorder.

Section 12: All of Section 12 **EXCEPTING THEREFROM** that parcel of land as described in that Quit Claim Deed as recorded March 29, 1900 in Book 130 on Page 348 of the records of the WCCR

Section 13: All that part of Section 13 lying Northeasterly of the Northeasterly ROW line of US Hwy#34 **EXCEPTING THEREFROM** the East Nine Hundred and Seventy-six feet (976') thereof SECTION FOURTEEN (14) All that part of Section 14 lying Northeasterly of the Northeasterly ROW line of US Hwy#34

TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-THREE WEST (R.63W.)

Section 34: All that part of Section 34 lying Easterly of the existing centerline of WCR#69 and Southeasterly of that parcel of land as described within that Quit Claim Deed as recorded May 26, 1995 in Book 1493 as Reception Number 2440048 of the records of the WCCR

Section 35: All that part of Section 35 lying Easterly of the existing centerline of WCR#69 and Southerly and Southwesterly of the Northerly bank of the Riverside Canal 2, **EXCEPTING THEREFROM** that parcel of land as described within that Quit Claim Deed as recorded May 26, 1995 in Book 1493 as Reception Number 2440048 of the records of the WCCR **EXCEPTING THEREFROM** any part of the aforesaid Section 34 and Section 35 as contained within the following described parcel of land: A tract of land located in the East Half (E/2) of Section 34 and the West Half (W/2) of Section 35 being more particularly described as follows: Commencing at the East Quarter Comer of Section 34 and considering the East line of said Section 34 to bear South 00 degrees 00 minutes 36 seconds East and with all other bearings contained herein being relative thereto:

thence South 00 degrees 00 minutes 36 seconds East, 36.00 feet along said East line to the True Point of Beginning;

thence South 86 degrees 09 minutes 00 seconds West, 711.00 feet;

thence North 63 degrees 01 minutes 00 seconds West, 339.00 feet;

thence South 86 degrees 35 minutes 00 seconds West, 86.00 feet;

thence North 29 degrees 35 minutes 00 seconds West, 52.00 feet;

thence North 72 degrees 23 minutes 00 seconds West, 112.00 feet;

thence North 79 degrees 25 minutes 00 seconds West, 99.00 feet;

thence North 00 degrees 00 minutes 00 seconds East, 318.00 feet;

thence North 28 degrees 47 minutes 00 seconds West, 80.00 feet;

thence North 16 degrees 07 minutes 17 seconds West, 70.99 feet;

thence North 28 degrees 28 minutes 58 seconds West, 264.49 feet;

thence North 84 degrees 44 minutes 34 seconds East, 506.83 feet;

thence South 74 degrees 52 minutes 13 seconds East, 1042.77 feet to a point on said East line of Section 34;

thence South 74 degrees 52 minutes 13 seconds East, 31.08 feet;
thence South 00 degrees 00 minutes 36 seconds East, 651.18 feet;
thence South 86 degrees 09 minutes 00 seconds West, 30.07 Feet to
the True Point of Beginning.

Section 36: All that part of said Section 36 lying Southwesterly of that part of land as described in that document as recorded April 11, 1905 in Book 228 on Page 14 of the records of the WCCR.

INSOFAR AS THESE LANDS LYING NORTH OF THE SOUTH PLATTE RIVER.

MEMORANDUM OF AMENDED AND RESTATED SURFACE USE AGREEMENT

This Memorandum of Amended and Restated Surface Use Agreement (70 Ranch Lands and Access to State Lands and TH Ranch Lands) (this "Memorandum") is made and entered into this 9th day of March, 2015, but effective as of April 30, 2013 (the "Effective Date"), by and between **70 RANCH, LLC**, a Colorado limited liability company whose address is 8301 E. Prentice Avenue, Suite 100, Greenwood Village, Colorado 80111 ("70 Ranch"), and **BONANZA CREEK ENERGY OPERATING COMPANY, LLC**, a Delaware limited liability company, and **BONANZA CREEK ENERGY, INC.**, a Delaware corporation, whose address is 410 17th Street, Suite 1500, Denver, Colorado 80202 (collectively, "Bonanza"). 70 Ranch and Bonanza are each a "Party," and collectively are the "Parties."

Background

A. 70 Ranch and Bonanza entered into an Amended and Restated Surface Use Agreement (70 Ranch Lands and Access to State Lands and TH Ranch Lands) dated to be effective as of April 30, 2013 (the "Original Agreement").

B. 70 Ranch and Bonanza entered into a First Amendment to the Amended and Restated Surface Use Agreement dated September 15, 2004, which amends certain provisions of the Original Agreement ("First Amendment"). The Original Agreement and the First Amendment are together referred to as the "Agreement."

C. The Parties desire to file this Memorandum of record in the real property records of Weld County, Colorado, to give notice of the existence of the Agreement and certain provisions contained therein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1: Notice. Notice is hereby given of the existence of the Agreement and all of its terms, covenants and conditions to the same extent as if the Agreement were fully set forth herein. Certain provisions of the Agreement are summarized below. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

SECTION 2: Lands. The Memorandum covers the following leases and lands:

- a. The properties described more particularly on **Exhibit A** are the "70 Ranch Lands," the properties described on **Exhibit A-1** are the "State Lands," and the properties described on **Exhibit A-2** are the "TH Ranch Lands." The 70 Ranch Lands, the State Lands, and the TH Ranch Lands may be collectively referred to herein as the "Lands."
- b. The leases described in **Exhibit B** are collectively referred to herein as the "Leases."

- c. The lands described in **Exhibit J** are collectively referred to herein as the "Pronghorn Properties."

The Exhibits to this Memorandum are hereby incorporated in this Memorandum by reference and constitute a part of this Memorandum.

SECTION 3: Wellsite and Access Corridors. Bonanza has or may drill and complete wells, and place facilities necessary or convenient to the exploration, completion, operation, transporting, gathering and/or production of oil, gas and other hydrocarbon substances on each Wellsite area shown on the attached **Exhibit C**. In accordance with Section 3.1 of the Agreement, 70 Ranch grants to Bonanza an easement for road, water and gas pipeline and utility access to all Lands and Leases, using the access routes depicted on the annexed **Exhibit C**, and as otherwise provided in the Agreement. Section 3.2 of the Agreement provides that roads, pipelines and utilities on 70 Ranch Lands associated with future Wellsites and production facilities on 70 Ranch Lands, other than those shown on **Exhibit C**, shall be at reasonably direct locations which do not materially interfere with the intended surface uses of 70 Ranch, consent to which locations shall not be unreasonably withheld by 70 Ranch.

SECTION 4: Rights of Gas and Water Gatherers. In accordance with Section 8.2 of the Agreement, 70 Ranch grants Bonanza and its third party oil, gas or water transporters, oil, gas or water gatherers and oil, gas or water sellers, rights-of-way for flowlines, gathering lines and other oil, gas or water pipelines (i) existing or planned on the date of the Agreement, at locations shown on **Exhibit C**, and (ii) constructed in the future, but only insofar as such lines are constructed immediately adjacent to or within the right-of-way of any roads serving Bonanza wells or facilities, for gathering lines serving Bonanza wells and production facilities on 70 Ranch, State Lands, TH Ranch Lands and the Pronghorn Properties. All wells drilled on the 70 Ranch Lands, State Lands, TH Ranch Lands and the Pronghorn Properties may be connected to the gathering system of such oil, gas or water gatherer as Bonanza may designate in writing all in the ordinary course of business of the gatherer and Bonanza.

SECTION 5: Ultimate Right to Connect. The Agreement is intended to confine the placement of pipelines to the locations depicted on **Exhibit C**, or as otherwise provided for therein. However, the parties acknowledge that 70 Ranch intends to grant the right to Bonanza or its designated gas transporters, gatherers and/or 70 Ranch to make necessary connections to any well on the 70 Ranch Lands, TH Ranch Lands, the State Lands or the Pronghorn Properties, and to the extent anything prevents such necessary connections along the routes shown on **Exhibit C**, the Parties agree to negotiate reasonably and in good faith for alternative pipeline routes and connections across 70 Ranch Lands to ensure that such connections can be made with a minimum of disturbance to the surface of the 70 Ranch Lands.

SECTION 6: Pronghorn Pipeline. In accordance with Section 8.4 of the Agreement, 70 Ranch grants Bonanza the right to construct a new water pipeline (the "Pronghorn Pipeline") that will run from a location on the State Lands in Section 26, Township 5 North, Range 63 West, along the rights of way designated on **Exhibit C** and ending at a point located on the Pronghorn Properties. The Pronghorn Pipeline may be used to transport water from the 70 Ranch Lands to the Pronghorn Properties. Use of the Pronghorn Pipeline is for the benefit of Bonanza, as operator of wells in which Bonanza owns an interest, for the sole purpose of developing,

operating, and producing oil and gas from oil and gas leases now owned or hereafter acquired by Bonanza and covering the Pronghorn Properties ("Pronghorn Leases"). Bonanza may not transport water across 70 Ranch Lands to the Pronghorn Pipeline for any purpose other than transporting water for the drilling of, completion of, operation of, or production from wells located on the Pronghorn Leases or lands pooled therewith, in which Bonanza is the operator.

SECTION 7: No Amendment to Agreement. This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend nor modify the Agreement in any way. This Memorandum is not intended to, and shall not be constructed to reduce, minimize, expand, change the scope of, or in any way alter, amend, or terminate any of the rights granted under the Agreement. In the event of a conflict between the terms of this Memorandum and the terms of the Agreement the terms of the Agreement will control. Bonanza may record additional notices to more accurately describe the location of the pipeline or depict the location of additional pipelines.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Memorandum has been executed by the parties hereto as of the date and year first above written.

APPROVED
as to
FORM

File 6, 2015

70 RANCH, LLC

A Colorado limited liability company

By: 

**BONANZA CREEK ENERGY OPERATING
COMPANY, LLC**

A Delaware limited liability company

By: 

Vice President, Land

*JSN
MGR*

BONANZA CREEK ENERGY, INC.

A Delaware corporation

By: 

Vice president, Land

*JSN
MGR*

EXHIBIT A

70 Ranch Lands

Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado

Section 9: All
Section 13: All
Section 17: All
Section 20: W/2, SE/4
Section 21: All
Section 22: All
Section 23: All
Section 24: All
Section 25: All
Section 27: All
Section 28: NE/4NE/4
Section 31: E/2
Section 32: SW/4
Section 33: N/2
Section 34: All
Section 35: N/2, and S/2 located north of the Riverside Canal.

Township 4 North, Range 63 West, 6th P.M., Weld County, Colorado

Section 1: All
Section 3: All
Section 10: Portion of the N/2

Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado

Section 3: W/2E/2
Section 15: W/2, W/2E/2
Section 17: All
Section 18: All
Section 19: All
Section 20: All
Section 21: All (except E/2 NE/4, which will be subject to an irrevocable license rather than an easement)
Section 29: All
Section 31: All
Section 33: All

Township 4 North, Range 62 West, 6th P.M., Weld County, Colorado

Section 3: NW/4
Section 5: All
Section 7: N/2NE/4