

SURFACE OWNER CONSENT FOR TEMPORARY SURFACE USE

Property Description:

Township 4 South, Range 64 West, of the 6th P.M.
Section 8: NENE
containing 40 acres more or less.
Arapahoe County, Colorado (the "Property")

Well Description:

Amoco-Westan-Cavanaugh #1 (API: 05-005-06203) (the "Well")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned owner of the above described Property hereby grants to Crestone Peak Resources Holdings LLC, a Delaware limited liability company ("Crestone") a temporary easement to re-enter the Property in order to construct access roads, wellsite pad, and perform re-plug and abandon operations on the above described Well and consents to Crestone's temporary use of the Property.

Crestone, its lessees and its assignees may provide a copy of this agreement to the COGCC or any local jurisdiction, person or entity or court of law as evidence of this waiver.

Crestone shall not be liable for, nor shall be required to pay for, special, punitive, exemplary, incidental, consequential or indirect damages to the undersigned owner as a result of activities undertaken within the scope of this agreement.

The undersigned owner shall release, hold harmless and indemnify Crestone, and its successors, assigns, employees, officers, directors, lessees, licensees, guests, invitees, contractors and subcontracts, from and against any claim by a third-party and any loss, damage, liability, obligation, suit, cause of action, judgment, settlement, penalty, fine, cost or expense (including fees and disbursements of attorneys and other professionals and court costs) to the extent arising from matters arising directly or indirectly from Crestone's negligence, use, occupation or control of the Property. The undersigned owner shall defend, release, and hold harmless Crestone from and against any claim by a third-party and any related loss, damage, liability, obligation, suit, cause of action, judgment, settlement, penalty, fine, cost or expense (including fees and disbursements of attorneys and other professionals and court costs) to the extent arising from matters arising directly or indirectly from Crestone's gross negligence, use or occupation of the Property. The provisions of this paragraph shall survive termination of this agreement.

AGREED AND CONSENTED TO: HAWTHORNE FAMILY LIMITED PARTNERSHIP

 7-29-20

Signature

Date

Rex Hawthorne

Representative