

SURFACE USE AND DRILLING AGREEMENT

This Surface Use and Drilling Agreement (the “**Agreement**”) is made and entered into this 3rd day of **August, 2020** (the “**Effective Date**”), by and between **Brighton Lakes LLC**, a Colorado limited liability company, and **Whisper Rock LLC**, a Colorado limited liability company, whose addresses are c/o Michael A. Richardson, 200 W. Hampden Avenue, Suite 201, Englewood, CO 80110, and their affiliates, heirs, successors and assigns (collectively, “**Owner**”), and **Great Western Operating Company, LLC**, a Colorado limited liability company, whose address is 1001 17th Street, Suite 2000, Denver, CO 80202, and its affiliates, successors and assigns (collectively, “**Operator**”). Owner and Operator may be referred to herein individually as a “**Party**,” and collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, Owner owns the surface estate and minerals in certain land(s) located in Adams County, Colorado, more particularly described and/or depicted on **Exhibit A** attached hereto and incorporated herein by this reference (“**Owner’s Lands**”); and

WHEREAS, Operator desires to use, and Owner desires to grant Operator the right to use, that portion of Owner’s Lands, comprising approximately 18.5 acres of land, more or less, as more particularly described and/or depicted on **Exhibit B** attached hereto and incorporated by reference herein, for the purpose of constructing, operating and maintaining a Drilling Pad, Production Facility Pad, Remote Frac Pad and ML VT Pad (the “**Prairie Location**”), but subject to Section 2.17(D) below. Owner’s Lands, less the Prairie Location, is hereinafter referred to as the “**Subject Lands**,” and

WHEREAS, Owner’s current use of the Prairie Location and the Subject Lands is agricultural; however, Owner’s overall objective is to preserve the value and quality of the Subject Lands and maintain the Subject Lands for future real estate development; and

WHEREAS, Operator and its affiliates have acquired, or intend in the future to enter into, oil and gas leases covering lands in the W/2 of Section 17 and the W/2 of Section 20, Township 1 South, Range 66 West, 6th P.M., Adams County, Colorado (the “**Development Lands**”); and

WHEREAS, Operator also intends to drill oil and gas wells to develop the minerals underlying the following described lands:

Township 1 South, Range 66 West of the 6th P.M.

Section 18: E/2

Section 19: E/2

Section 30: E/2

Section 31: E/2

The above-described lands are hereinafter referred to as the “**Additional Lands**,” and

WHEREAS, Owner wishes to ensure, through testing and other measures, that the sources and quality of water on and under the Subject Lands and the Prairie Location are protected and not adversely impacted by Operator’s activities; and

WHEREAS, Owner intends to lease all unleased mineral rights owned by Owner in the Development Lands to Operator pursuant to an Oil and Gas Lease, to be executed contemporaneously with this Agreement, by and between Whisper Rock LLC, as Lessor, and Grizzly Petroleum Company, LLC, as Lessee, covering 281.065197 gross and net mineral acres in the W/2 of Section 20, and 20 gross acres in the W/2NW/4NW/4 of Section 20, Township 1 South, Range 66 West, 6th P.M. (the “**Oil and Gas Lease**”); and

WHEREAS, Owner and Operator intend to execute, at the same time as the execution of this Agreement, a Payment Agreement by and between Owner and Operator, regarding payments

6.15 Waivers, Consents and other Regulatory Matters.

(A) The Parties acknowledge that in order for Operator to conduct its operations on the Prairie Location and the Subject Lands, Operator must comply with the rules and regulations of the COGCC and any other local, state or federal governmental authority with jurisdiction (collectively, "**Governmental Entities**") and obtain permits from such Governmental Entities, and as appropriate, obtain waivers, consents and/or releases from Owner. This Agreement constitutes written consent of Owner for Operator to conduct the oil and gas operations contemplated by this Agreement on the Prairie Location and the Subject Lands, pursuant to the terms and conditions contained herein. This Agreement also constitutes Owner's written acknowledgment that Operator has provided an appropriate Notice of Drilling in accordance with Rules 305.b(1) and 305.c of the COGCC and has properly engaged in Drilling Consultation with Surface Owner in accordance with COGCC Rule 306.a(1), the Greater Wattenberg Area Drilling Windows and Unit Designation and the Twinning Rule of the COGCC.

(B) This Agreement also constitutes Owner's acknowledgment that Operator has complied with the well location requirements of COGCC Rule 318.A or that Owner has waived any provisions of such rule that is inconsistent with or conflicts with the well locations selected by Operator pursuant to this Agreement. Owner further agrees to cooperate with Operator in providing any other waivers, consents or other documents reasonably needed by Operator in the conduct of its operations in accordance with the terms of this Agreement. Owner further expressly waives the application of any setbacks required by the COGCC that may be inconsistent with this Agreement.

(C) Operator agrees to provide Owner with the COGCC Form 2A (known as the Oil and gas Location Assessment) for the Prairie Location when submitted to the COGCC and to ensure that said Form 2A accurately reflects the provisions of this Agreement. Owner agrees not to object to the Form 2A, so long as it is consistent with this Agreement, and if consistent with this Agreement, Owner hereby waives any right granted by COGCC rule to comment on the Form 2A, to request an extension of the comment period, to request an onsite inspection pursuant to COGCC policy, or to appeal the approval and issuance of the Form 2A, and any related Form 2 (known as an Application for Permit to Drill). Owner also agrees not to oppose Operator in any COGCC or other governmental proceeding related to Operator's operations, including, but not limited to, permitting, formation of drilling units, well spacing, well density, pooling, drilling, completion, stimulation, re-stimulation, workovers, deepening and recompleting, provided that Operator's position and contemplated undertakings in such proceedings are consistent with this Agreement.

6.16 Conflicts. In the event of a conflict between this Agreement and the oil and gas lease(s) covering Owner's mineral interest in the Development Lands, the terms of this Agreement shall apply.

6.17 Limitations on Owner's Development Plans. In order to give full effect to the purposes of this Agreement, Owner agrees that, during the 7-year term described in 1.11(E), it will not locate any lot line, building or structure within 1,000 feet of the Prairie Location.

IN WITNESS WHEREOF, this Surface Use and Drilling Agreement is executed as of the date of the respective Parties' acknowledgements below but is made effective for all purposes as of the Effective Date first written above.

OWNER:

BRIGHTON LAKES LLC, a Colorado limited liability company


Michael A. Richardson, Manager

WHISPER ROCK LLC, a Colorado limited liability company


Michael A. Richardson, Manager

OPERATOR:

GREAT WESTERN OPERATING COMPANY, LLC, a Colorado limited liability company

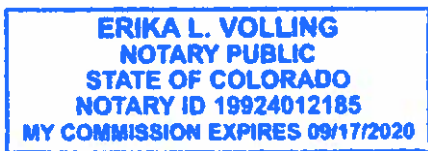
46.35
Jeremy Conger, Senior Vice President – Operations

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3rd day of August, 2020, by Michael A. Richardson, Manager, for Brighton Lakes LLC, a Colorado limited liability company, on behalf of the company.

[SEAL]

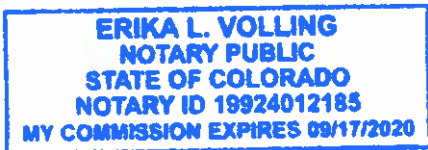


Erika L. Volling
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3rd day of August, 2020, by Michael A. Richardson, Manager, for Whisper Rock LLC, a Colorado limited liability company, on behalf of the company.

[SEAL]

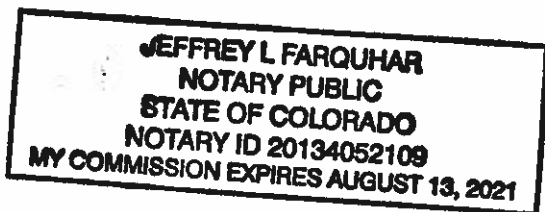


Erika L. Volling
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of August, 2020, by Jeremy Conger, Senior Vice President of Operations, for Great Western Operating Company, LLC, a Colorado limited liability company, on behalf of the company.

[SEAL]



[Signature]
Notary Public

EXHIBIT A

Attached to and made a part of that certain Surface Use and Drilling Agreement dated effective as of the 3rd day of August, 2020, by and between Brighton Lakes LLC, et al. and Great Western Operating Company, LLC.

OWNER'S LANDS

Township 1 South, Range 66 West, 6th P.M.
Section 20: SW/4
Adams County, Colorado

EXHIBIT B

Attached to and made a part of that certain Surface Use and Drilling Agreement dated effective as of the 3rd day of August, 2020, by and between Brighton Lakes LLC, et al. and Great Western Operating Company, LLC.

PRAIRIE LOCATION

