

## FLOWLINE ABANDONMENT AGREEMENT

This Flowline Abandonment Agreement (this “**Agreement**”) is entered into this 10<sup>th</sup> day of March, 2021 (“**Effective Date**”), by and between Brett Ginther and Margaret Ginther, husband and wife (collectively, “**Ginther**”), whose address is 15040 Harrison Street, Brighton, CO 80602, and **Great Western Operating Company, LLC** (“**Great Western**”), a Colorado limited liability company, whose address is 1001 17<sup>th</sup> Street, Suite 2000, Denver, CO 80202. Ginther and Great Western may be referred to herein individually as a “**Party**” or collectively as the “**Parties.**”

### RECITALS

- A. Ginther is the surface owner of that certain tract(s) of land described and/or depicted on **Exhibit A** attached hereto and made a part hereof (the “**Property**”).
- B. Great Western is the operator of the North Colorado 41-13 #7 well (the “**Well**”) and associated tank battery (the “**Battery**”) and flowline (the “**Flowline**”) located in the E/2NE of Section 13, Township 1 South, Range 68 West, 6<sup>th</sup> P.M. as generally depicted on **Exhibit B** attached hereto and made a part hereof.
- C. Ginther desires to have Great Western abandon the Flowline in place to prevent damage to the existing earthen berm that is currently used to deflect sound away from homes.
- D. Great Western agrees to abandon the Flowline in place, as depicted on **Exhibit C**, in accordance with the terms and conditions of this Agreement.

### AGREEMENT

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

1. Within thirty (30) days following approval from the Colorado Oil and Gas Conservation Commission (“**COGCC**”) of this Agreement, Great Western shall commence and diligently pursue to completion the following Flowline abandonment activities (collectively, the “**Flowline Abandonment**”) in accordance with this Agreement, COGCC regulations and Applicable Law. “**Applicable Law**” as used in this Agreement, shall mean any and all applicable local, state and Federal rules, regulations and orders. The Flowline Abandonment activities are:
  - a. Cut the Flowline on each end, flush the Flowline with water until the Flowline is deemed clean as required by Applicable Law, fill the Flowline with concrete and weld steel caps on each end of the Flowline.
  - b. Perform any other necessary Flowline Abandonment procedures on the Flowline that may be required by Applicable Law.

- c. Remove all equipment brought in to perform the Flowline Abandonment, trash and debris from the Property.
    - d. Restore any surface area of the Property that is disturbed by the Flowline Abandonment as near as practicable to the condition that existed prior to the commencement of Flowline Abandonment activities.
2. Each Party shall, to the extent that any of the following arise in connection with the performance of this Agreement, indemnify and hold harmless and defend the other Party (irrespective of the negligence or other breach of duty of such other Parties) in respect of:
  - a. injury to, illness, disease or death of its own and/or its affiliates, contractors' and/or sub-contractors' respective officers, directors, employees, agents and invitees; and
  - b. loss of or damage to its own property or to the property of the officers, directors, employees, agents and invitees of such Party, its affiliates, contractors or sub-contractors except where the same has been caused by the willful misconduct of such other Party, its affiliates, contractors or sub-contractors or its or their respective officers, directors, employees, agents or invitees.
3. If an ambiguity or question of intent or interpretation of this Agreement arises, this Agreement will be construed as if jointly drafted by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring a Party as a result of authorship or drafting of any provision of this Agreement.
4. In the event of any litigation or proceedings relating to this Agreement, the non-prevailing party shall reimburse the prevailing party for all costs and expenses incurred by the prevailing party, including reasonable attorneys' fees.
5. This Agreement shall be construed and enforced exclusively in accordance with the laws of the State of Colorado, without giving effect to conflict of laws rules, decisions or laws that would apply the law of another jurisdiction. The Parties expressly agree and submit to jurisdiction and venue of the state and federal courts in Denver, Colorado for the purposes of resolving any dispute, claim or controversy arising out of or related to this Agreement.
6. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile and electronic copies of signatures shall be deemed to be original signatures for all purposes.
7. Great Western will provide Ginther written confirmation of the timing and completion of the Flowline Abandonment activities.

such other Party, its affiliates, contractors or sub-contractors or its or their respective officers, directors, employees, agents or invitees.

3. If an ambiguity or question of intent or interpretation of this Agreement arises, this Agreement will be construed as if jointly drafted by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring a Party as a result of authorship or drafting of any provision of this Agreement.

4. In the event of any litigation or proceedings relating to this Agreement, the non-prevailing party shall reimburse the prevailing party for all costs and expenses incurred by the prevailing party, including reasonable attorneys' fees.

5. This Agreement shall be construed and enforced exclusively in accordance with the laws of the State of Colorado, without giving effect to conflict of laws rules, decisions or laws that would apply the law of another jurisdiction. The Parties expressly agree and submit to jurisdiction and venue of the state and federal courts in Denver, Colorado for the purposes of resolving any dispute, claim or controversy arising out of or related to this Agreement.

6. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile and electronic copies of signatures shall be deemed to be original signatures for all purposes.

7. Great Western will provide Ginther written confirmation of the timing and completion of the Flowline Abandonment activities.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

**Brett Ginther**  
Company, LLC

**Great Western Operating**

By: Brett Ginther

By: \_\_\_\_\_

Name: Steve Harris

Title: Vice President Completions &  
Production

**Margaret Ginther**

By: Margaret Ginther

Page 6 of 6

**EXHIBIT A**

**PROPERTY DESCRIPTION**  
Township 1 South, Range 68 West, 6<sup>th</sup> P.M.  
Parcel No. 0157313009004  
Adams County, Colorado

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

**Brett Ginther**

By: \_\_\_\_\_

**Great Western Operating Company, LLC**

By:  \_\_\_\_\_

Name: Steve Harris

Title: Vice President Completions & Production

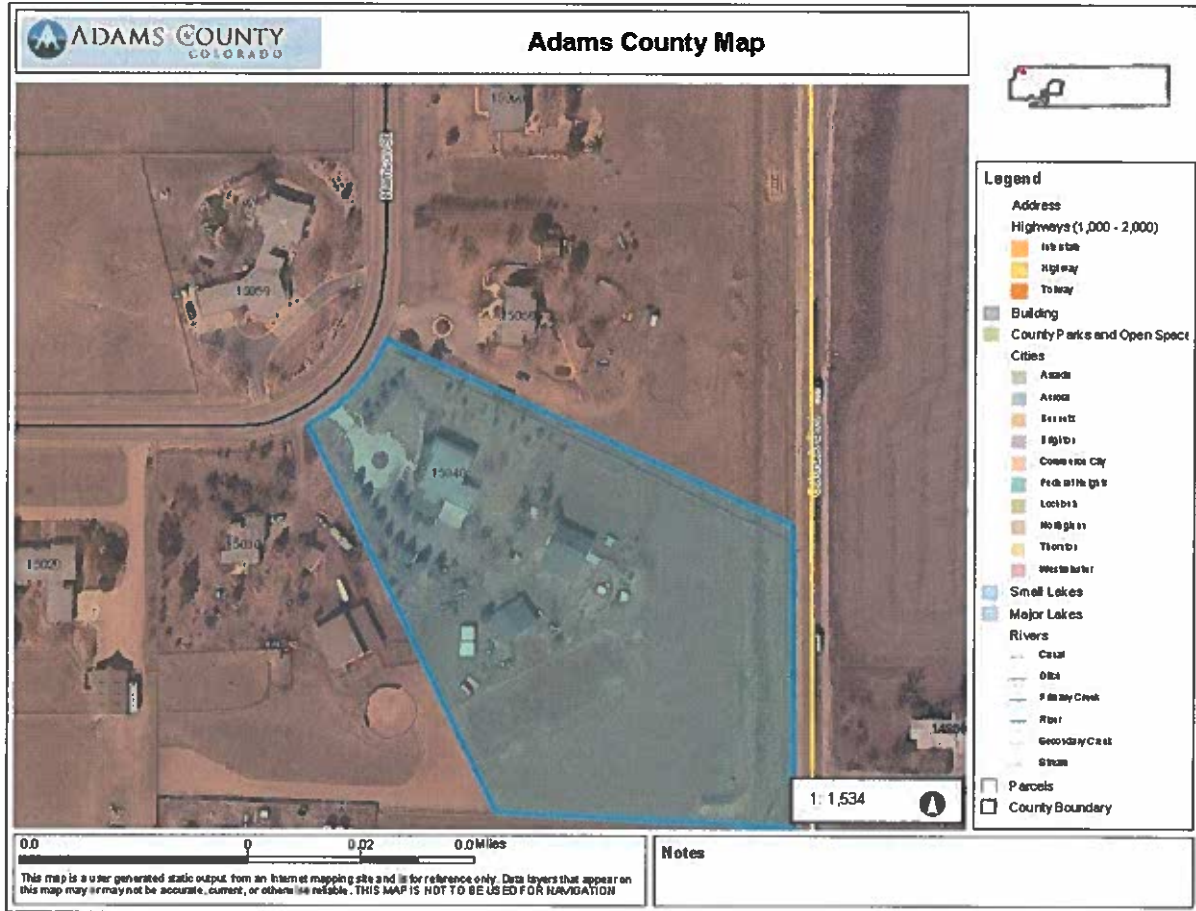
**Margaret Ginther**

By: \_\_\_\_\_

**EXHIBIT A**

**PROPERTY DESCRIPTION**

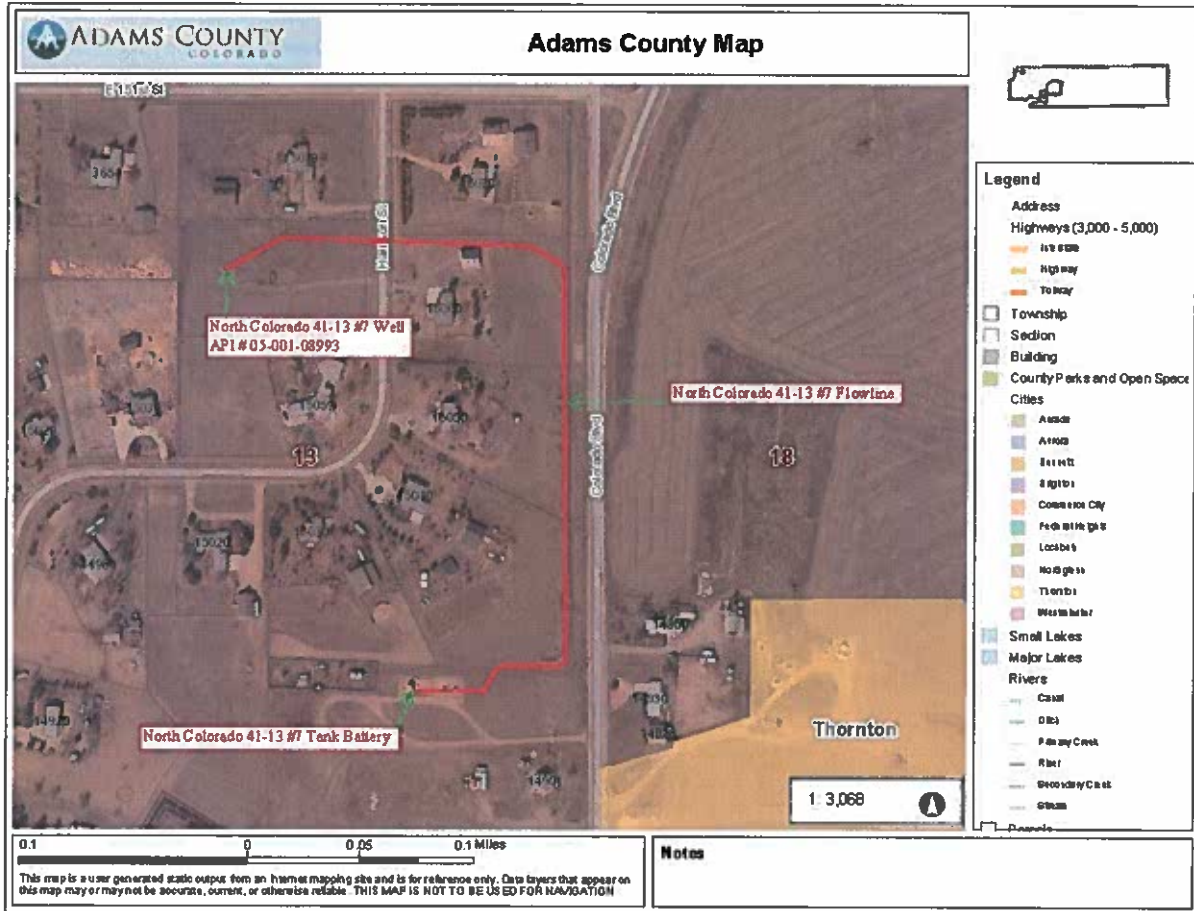
Township 1 South, Range 68 West, 6<sup>th</sup> P.M.  
Parcel No. 0157313009004  
Adams County, Colorado



# EXHIBIT B

## North Colorado 41-13 #7 Well, Tank Battery and Flowline

Located in the E/2 of NE/4 Section 13, Township 1 South, Range 68 West, 6<sup>th</sup> P.M.



# EXHIBIT C

## Portion of the North Colorado 41-13 #7 Flowline being Abandoned in Place

Township 1 South, Range 68 West, 6<sup>th</sup> P.M.

Parcel No. 0157313009004

Adams County, Colorado

