

SECOND AMENDMENT OF SURFACE USE AGREEMENT

WHEREAS, Brighton Lakes, LLC, a Colorado limited liability company ("Brighton Lakes"), as "Owner", and PetroShare Corp. ("PetroShare"), as "Operator", entered into that certain Surface Use Agreement dated effective as of February 1, 2017, as memorialized in a Memorandum of Surface Use Agreement recorded at reception #2017000017179 of the Official Public Records of Adams County, Colorado (the "SUA");

WHEREAS, Owner and Operator, amended the SUA by and through that certain First Amendment of Surface Use Agreement dated February 1, 2017, (the "First Amendment");

WHEREAS, by Assignment, Assumption, Conveyance and Bill of Sale dated effective June 15, 2020 (the "Assignment"), a copy of which was recorded in the real property records of Adams County, Colorado on June 30, 2020 at Reception No. 2020000059442, PetroShare assigned all of its right, title and interest in and to the SUA to POCO Holdco, LLC ("POCO"), thereby making POCO the "Operator" under the SUA;

WHEREAS, Owner and Operator may be referred to herein as the "Parties" and each a "Party";

WHEREAS, it is the mutual desire of Owner and Operator to further amend the SUA as provided for herein.

NOW, THEREFORE, for adequate consideration, Owner and Operator agree to enter this Second Amendment of Surface Use Agreement (the "Second Amendment"), and hereby amend the SUA as follows:

1. In each instance in which the term "**Development Lands**" is used in the SUA such term shall be defined as lands located in Sections 15, 16, 17, 20, 21, 22 and 23 of Township 1 South, Range 66 West, 6th P.M., Adams County, Colorado.
2. **Exhibit "A" and Exhibit "B"** to the SUA will be deleted and replaced with the Exhibit "A" and Exhibit "B" attached to this Second Amendment and made a part hereof.
3. **Section 1.1 Grant of Easement** provision of the SUA shall be deleted from the SUA in its entirety and replaced with the following paragraph:

1.1 Grant of Easement. Owner hereby grants Operator, its employees, contractors, representatives and agents, a non-exclusive right to enter upon and use a limited portion of the Owner's Lands for the purpose of conducting oil and gas operations, including but not limited to exploring, drilling, completing, producing, maintaining, repairing, operating and plugging and abandonment of oil and gas wells to produce, save, treat, process, store and transport oil and gas and other products produced with or derived from oil and gas produced from Owner's Easements ("Easements"). With the exception of seismic operations, underground wellbores, underground power lines, flow lines and other pipelines, all surface activity on Owner's Lands will take place on Surface Location I as depicted on Exhibit "B", attached hereto and incorporated herein by this reference, insofar as said surface activity directly relates to Operator's drilling and operation of oil and gas wells. The Easements also include the right to construct and maintain access roads, underground power lines and pipelines, which shall be located only in Section 20 and shall be located to minimize interference with Owner's current and future real estate development. The Easements also include the right to use the surface for seismic operations which may only be conducted in accordance with Rule 333 of the Colorado Oil and Gas Conservation Commission. This Grant of Easement does not grant any rights to

use any portion of Owner's Lands other than Surface Location 1 together with the minimum additional amount of land necessary for seismic operations, access roads, underground power lines and pipelines. Owner acknowledges that Operator now owns, and may in the future acquire, leasehold rights covering lands in the vicinity of Owner's Lands. Owner hereby grants Operator the right to use Surface Location 1, and the Easements in connection with operations on the Development Lands, so long as said operations include drilling, completing, producing, maintaining, repairing, operating and the plugging and abandonment of oil and gas wells on Surface Location 1.

3. **Section 2.4 Wells and Tank Batteries.**

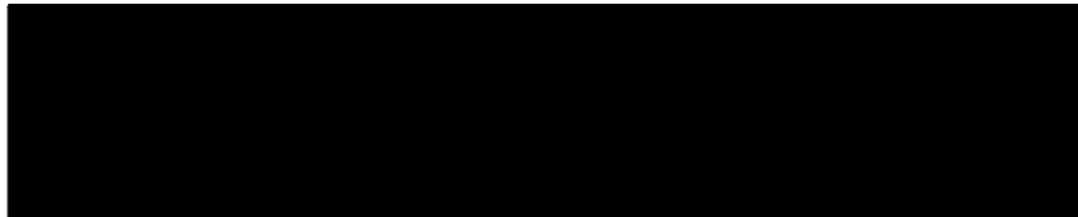
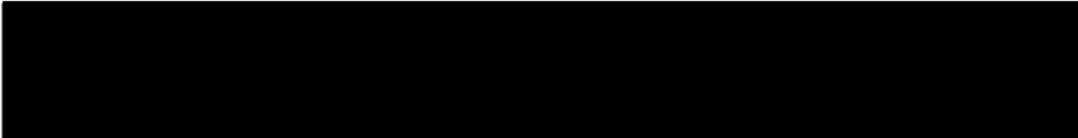
The following sentence will be deleted:

- a. **Generally.** As indicated on the attached Exhibit "B", Operator shall be entitled to one surface use drilling site with up to eight (8) wellheads, all subject to a drilling and spacing unit consisting of the E/2 of Section 17, and the E/2 of Section 20, Township I South, Range 66, West, 6d' P.M., located on Surface Location 1.

In substitution of the preceding sentence deleted above, the following will be added in its place:

- a. **Generally.** Operator shall be entitled, within the seven (7) year period described in Section 6.19, to commence drilling operations on as many wells, located on the Development Lands or lands pooled or unitized therewith, as may be permitted by law.

4. **Section 3.1 Surface Use Payments.**



5. **Section 6.12 Force Majeure** provision of the SUA shall be deleted from the SUA in its entirety and replaced with the following:

6.12 Force Majeure.

Anything in this SUA to the contrary notwithstanding, Operator's obligations under this SUA shall be subject to all applicable laws, rules, regulations and orders of any government authority having jurisdiction, including restrictions on the drilling and production of wells. If drilling and completion operations have commenced and are ongoing at the time the seven (7) year term to commence operations under this SUA expires, and Operator is prevented or delayed, through no fault of Operator, by fire, storm, flood, lightning, adverse weather conditions or other act of nature, war, sabotage, explosion, insurrection, riot, strike, government action, government delay, restraint or inaction, or similar occurrences not reasonably within control of Operator ("Force Majeure"), Operator shall not be deemed to be in breach of this Agreement or liable in

damages for failure to comply with this SUA as a result of Force Majeure and the term and any period for performance of Operator's rights or obligations hereunder shall be extended by an amount of time equal to the period of Force Majeure. Operator shall not be liable for breach of any term of this SUA which was directly caused in whole or in part by an act of Force Majeure.

6. **Section 6.7 Notice.**

The OPERATOR will be deleted. In substitution thereof, the following will be added:

POCO Holdco, LLC, Attention: Sam Combs
16400 Dallas Parkway, Suite 400, Dallas, TX 75248
Phone: (214) 522-9131 Email: scombs@providence-energy.com

7. **The following Section will be added as Section 6.19:**

6.19 Right to Commence Drilling Operations

The right of Operator to commence drilling operations on the Development Lands shall terminate seven (7) years after the Effective Date of this Agreement, unless otherwise extended pursuant to the terms of Section 6.12 or otherwise under this Agreement or by the mutual written agreement of the Parties.

EXCEPT as amended hereby, the SUA shall remain in full force and effect according to its original terms, as previously amended, and, for the same consideration above recited, Owner and Operator hereby ratify, confirm and adopt said SUA according to the terms of the SUA as amended hereby.

AGREED TO AND ACCEPTED THIS 22nd day of December, 2021.

BRIGHTON LAKES, LLC, a Colorado limited liability company

By: 
Name: Paula Lindamood, Manager

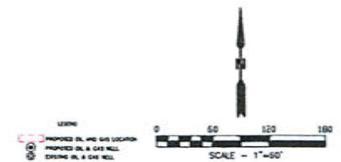
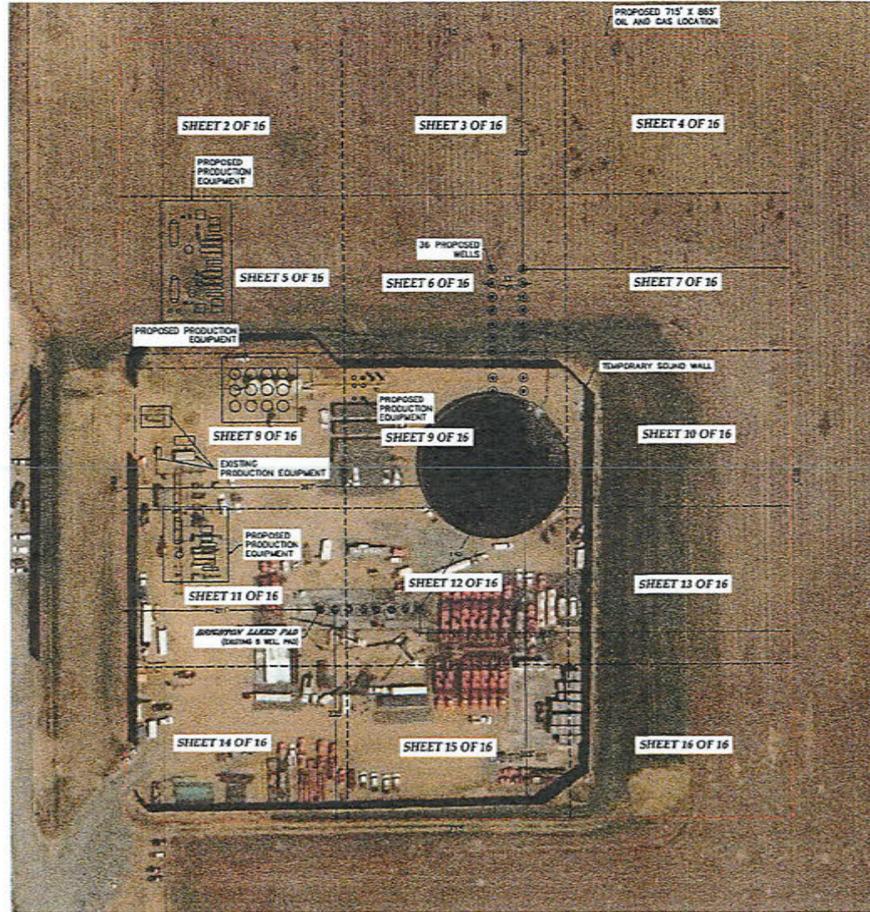
POCO HOLDCO, LLC
By: Providence Oil Co., LLC

Its: Manager

By: 
Name: Luke Allen, Manager

Exhibit "A"

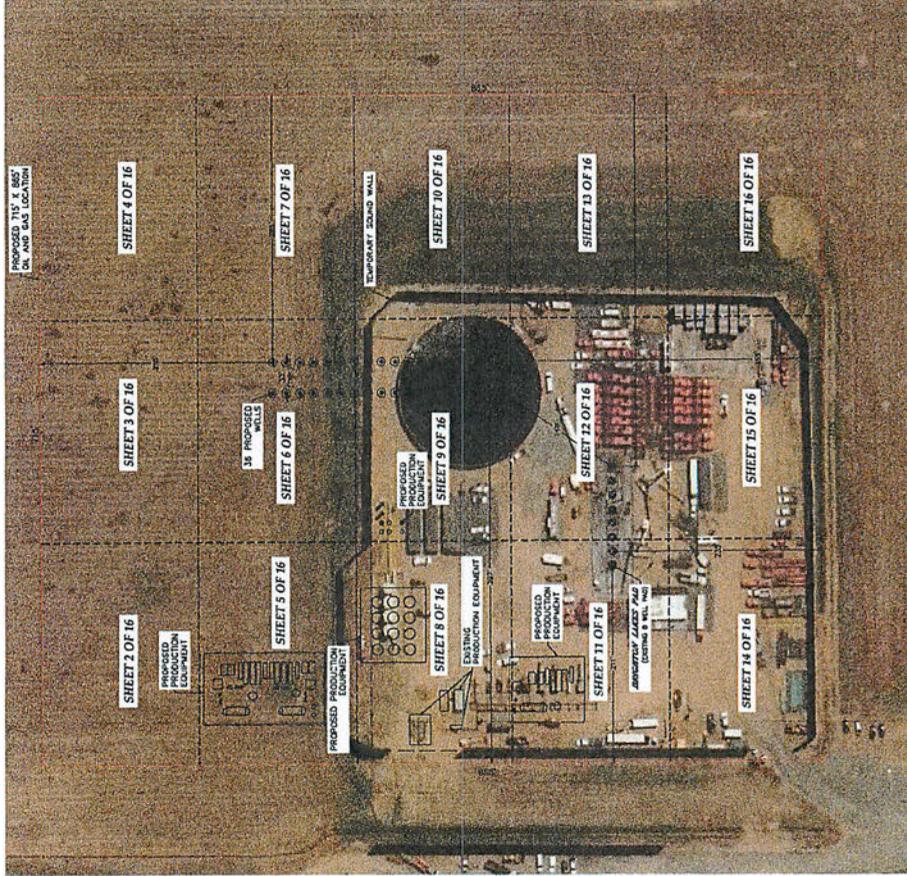
BRIGHTON LAKES PAD



	Lat40, Inc. Professional Land Surveyors 6250 W. 10th Street, Unit 2 Greeley, CO 80634 O: 970-515-5294		DATE: 1/4/2022	FILE NAME: 2020427-PLAN MAP	DRAWN BY: KCS	CHECKED BY: BSR	SCALE: 1"=50'	PROJECT #: 2020427
	REVISIONS:			DATE:	PLANNING MAP FOR PROVIDENCE ENERGY 9635 MAROON CIRCLE, SUITE 230 ENGLEWOOD, CO 80112			1 SHEET 1 OF 16

Exhibit "B"

BRIGHTON LAKES PAD



	Lot140, Inc. Professional Land Surveyors 6230 W. 10th Street, Unit 2 Greeley, CO 80634 O: 970-515-5294		SHEET NO. 202047-PLAN MAP	SHEET DATE 1/4/2022	DRAWN BY KCE	CHECKED BY BBS	SCALE 1"=50'	PROJECT NO. 202047
	PLANNING MAP FOR PROMINENCE ENERGY 230 9635 ENGLEWOOD, CO 80112							