

AMENDED AND RESTATED SURFACE USE AGREEMENT

Recorded in  
Adams County, Colorado

This Amended and Restated Surface Use Agreement (“**Agreement**”) is made effective as of March 1, 2023 (“**Effective Date**”), by and among Aurora Highlands, LLC, a Nevada limited liability company (“**AH**”) and Aurora Tech Center Development, LLC, a Colorado limited liability company (“**ATCD**”) (AH and ATCD sometimes collectively, “**AH Parties**”), and Crestone Peak Resources Operating LLC, a Delaware limited liability company (“**CPR**”) and Crestone Peak Resources Watkins Holdings LLC, a Delaware limited liability company (“**CPRW**”) (CPR and CPRW collectively, “**CPR Parties**”). The AH Parties and CPR Parties are sometimes referred to individually as a “**Party**” or collectively as the “**Parties**.”

**RECITALS**

- A. The AH Parties and its business associates that owned oil and gas mineral rights covered by the Leases described below (collectively, “**GVR Parties**”) signed a Development Agreement dated as of October 29, 2018 (“**DA**”) with Burlington Resources Oil & Gas Company LP, a Delaware limited partnership, and ConocoPhillips Company, a Delaware corporation (collectively in the DA, “**ConocoPhillips**”) which provided for execution of a Surface Use Agreement (the “**Original SUA**”) to govern the location of oil and gas operating areas (“**OGOAs**”) on “**Property**” described on Exhibit A to the Original SUA to be acquired by AH for the conduct of oil and gas operations (“**Operations**”).
- B. ConocoPhillips owned certain oil, gas, and mineral leases from the GVR Parties covering land in Section 24, T3S-R66W, and Sections 19, 20, 21, 28 and 29, T3S-R65W, all in Adams County, Colorado as described in Exhibit B to the Original SUA (collectively referred to in the DA as the “**Existing ConocoPhillips Leases**,” as they may have been amended, extended, renewed or succeeded) and ConocoPhillips was the owner of certain mineral leases from parties other than the GVR Parties covering lands located in Section 24, T3S-R66W and Section 19, T3S-R65W, Adams County, Colorado (collectively referred to in the DA as the “**Third-Party ConocoPhillips Leases**”) (the Existing ConocoPhillips Leases and Third-Party ConocoPhillips Leases collectively referred to in the Original SUA and in this Agreement as the “**Leases**”).
- C. Conoco Phillips desired to access the Leases to conduct Operations from surface locations in Sections 21 and 28, T3S-R65W, Adams County, Colorado.
- D. AH (together with GVR King Commercial LLC, a GVR Party that owned the surface of the GVR King Commercial Property described in Exhibit A to the Original SUA) as “**Grantor**” and ConocoPhillips as “**Grantee**” entered into the Original SUA effective as of October 29, 2018. The Original SUA was recorded in the Adams County, Colorado, real property records on November 1, 2018, Reception No. 2018000088826.

- E. The Leases covered land within the master planned community being constructed by AH in portions of T3S, R65W, Sections 19, 20, 21, 28, and 29, called The Aurora Highlands (the “**Highlands Development**”) and other land lying in Section 24, T3S, R66W, all in Adams County, Colorado and within the boundaries of the City of Aurora (the “**City**”).
- F. CPR is the successor-in-interest by assignment to the rights and obligations of ConocoPhillips in the DA, the Original SUA, Right of Way Agreement (“**ROW**”) and a Subsurface Easement Agreement (“**SSEA**”) executed in connection therewith (the “**Related Agreements**”) and CPRW is the successor-in-interest by assignment to Leases. AH consented to the assignments from ConocoPhillips to the CPR Parties. Aurora Highlands Holdings, an affiliate of the AH Parties, consented to the assignment of the Original SUA from ConocoPhillips to Crestone Peak Resources Holdings LLC or its affiliates (“**Crestone Holdings**”) and AH consented to assignment of the ROW to Crestone Peak Resources Midstream LLC or its affiliate. The consents were conditioned on conduct of the drilling program to develop the Leases as contemplated by the DA. Crestone Holdings subsequently assigned its interests in the Leases, the DA, Original SUA, and the Related Agreements to CPRW.
- G. The AH Parties, GVR Parties, and CPR Parties subsequently executed the First Amendment to the Development Agreement dated as of November 1, 2022 (the “**First DA Amendment**”), a Memorandum of which is being recorded in the real property records of Adams County, Colorado. The First DA Amendment amends the DA to describe the drilling program to be conducted by CPR to develop the Leases in conjunction with other leases to the east of the Highlands Development.
- H. Contemporaneously with the execution of this Agreement, the AH Parties, GVR Parties, and CPR Parties have executed a Second Amendment to Development Agreement dated as of March 1, 2023 (the “**Second DA Amendment**”), a Memorandum of which is being recorded in the real property records of Adams County, Colorado. Among other things, the Second DA Amendment provides for this Agreement with its attached exhibits to be executed to replace the Original SUA in satisfaction of the requirement of Section 13 of the First DA Amendment that the Original SUA be revised to be consistent with the First DA Amendment.
- I. CPR is an affiliate of Crestone Holdings and will be conducting the Bijou North Development Plan and King South Development Plan described in Sections 4 and 5 in this Agreement. CPRW and CPR are collectively referred to herein as “**Grantee**.”
- J. CPR is also a party to an Oil and Gas Operator Agreement dated June 5, 2019, with the City with Exhibits A and B amended on July 25, 2021, approved by the City Council of the City of Aurora (the “**City**”), Colorado Resolution No. R2021-04 (as amended, the “**Operator Agreement**”).

- K. AH acquired the Property as required in the DA and together with GVR King Commercial LLC subsequently assigned its ownership interest to ATCD, which is the surface owner and developer of the Property, which comprises approximately 1,208 acres in the Aurora Technology and Energy Center (the “**ATEC**”) (referred to in the DA and the Original SUA as the “ET Center”). Exhibit A attached hereto describes the **Property** owned by ATCD and comprising the ATEC. The most recent conceptual design for the ATEC is attached hereto as Exhibit C. AH and ATCD are collectively referred herein as “**Grantor**.”
- L. Contemporaneously with the execution of this Agreement, and as required by the First DA Amendment, GVRE 470 and Green Valley Aurora LLC have executed new oil and gas leases to CPR covering their respective mineral ownership in Section 19, T3S-R65W, and Section 24, T3S-R66W (the “**New Section 19/24 Leases**”). The New Section 19/24 Leases replaced previous Existing ConocoPhillips Leases that had expired. The **Leases** as defined in this Agreement includes the New Section 19/24 Leases. The Leases are described in Exhibit B attached hereto.
- M. ConocoPhillips and CPR have drilled and completed some wells from surface locations on the Property described as OGOAs D (the “**Schuh South OGOA**”) and F (the “**King South OGOA**”) in the Original SUA. The Parties have agreed in the First DA Amendment to modify the Original SUA to eliminate OGOAs A (Bijou South), C (Schuh North) and E (King North), to move OGOA B (the “**Bijou North OGOA**”), and to enlarge OGOA F (the King South OGOA) to accommodate wells to be drilled by CPR to develop the Leases (including the New Section 19/24 Leases) and other leases owned by the CPR Parties to the east of the Highlands Development, and to extend the deadlines for drilling and completing the wells from the deadline provided in the Original SUA. This Agreement restates and amends the Original SUA to implement these provisions regarding conduct of the drilling program described in the First DA Amendment. This Agreement accordingly restates and supersedes the Original SUA in its entirety effective as of the Effective Date. For avoidance of doubt, CPR will be permitted to operate its existing wells in OGOA’s D and F, and drill, complete, equip and operate new wells on OGOA’s B and F, in accordance with this Agreement.

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **Grantor Access and Use**. Grantor grants to Grantee the following rights-of-way and easements:
  - 1.1. OGOA. Oil and Gas Operating Areas (“**OGOA**”) shown on Exhibit D attached hereto to conduct Operations, including, but not limited to, the right to:
    - landscape, contour, and move earth on the OGOAs, in order to facilitate its Operations;

- locate, drill, complete, operate, and maintain wells and well pads and associated production equipment on the OGOAs;
- lay, construct, operate, inspect, maintain, and repair pipelines on the OGOAs and to replace them with different or same size pipelines; and
- install, construct, operate, and repair compressors, powerlines and communication lines, and any other equipment or facilities on the OGOAs related to Grantee's Operations; and
- any reasonable measures needed to produce and operate oil and gas wells.

Notwithstanding the foregoing, the rights granted to Grantee under this Agreement do not include the installation of injection wells, storage ponds, underground storage or sequestration related to gas or other substances or compressor stations or central compression facilities serving more than one Well Pad or wells or production other than those located on or deriving from the Well Pads. Other than the OGOAs, ROWs and Ancillary Rights expressly granted in this Agreement, Grantee shall not disturb or access the Property or any other land covered by the Leases. Grantee shall not access or use any portion of the Property for ingress and egress for such purposes, except in the areas and under the terms and conditions expressly granted in this Agreement. The OGOAs and ROWs may only be used for the conduct of the Bijou North Development Plan and King South Development Plan and for Operations in connection with the existing wells on OGOA D (the Schuh South OGOA) and OGOA F (the King South OGOA).

- 1.2. Well Pad. A defined area within an OGOA that is an exclusive easement where the well heads and other equipment are located and has the same rights as outlined in Section 1.1 relating to the OGOA ("**Well Pad**").
- 1.3. Right-of-way. Each OGOA and Well Pad will have rights-of-way and easements associated with the locations shown on Exhibit C and more specifically described in Exhibit B to the Right of Way Agreement described in the DA, as updated and revised pursuant to the First DA Amendment and this Agreement ("**ROWs**"), in which Grantee shall have the right to install, construct, operate, and repair the following:
  - access roads
  - pipelines, above-ground appurtenances, valves, metering equipment, cathodic protection,
  - utility lines, telecommunication lines,
  - and any related equipment that is necessary for Grantee to obtain ingress to and egress from the OGOA and transport oil, gas and other fluids to and from the Well Pad located on the OGOA.

Grantee shall use ROWs for its Operations and activities relating to the Leases (or leases pooled therewith).

- 1.4. Ancillary Rights. A right-of-way and easement to use the subsurface of the Property and other land covered by the Leases (e.g., minerals, pore



spaces, *etc.*) to drill, complete, produce, deepen, rework, drill additional laterals or wells, frac, re-frac and recomplete vertical wells, directional and/or horizontal wells under and through the Property and other land covered by the Leases to reach lands not covered by this Agreement and which wells have bottom hole locations (if vertical wells) or horizontal drainhole locations (if horizontal wells) on lands not covered by this Agreement (“**Ancillary Rights**”). Ancillary Rights shall be specifically granted by Subsurface Easement Agreements of even date in the form attached to the Second Amendment executed by Grantor to Grantee.

- 1.5. The OGOAs, ROWs, Well Pads, and Ancillary Rights are collectively known as “**Surface Access**”.
- 1.6. Grantee shall have the exclusive right to occupy the OGOAs for the following periods:
  - 1.6.1. For OGOA D (the Schuh South OGOA), limited to the Well Pad, for so long as Operations are conducted thereon from the existing wells for production of oil and gas from the Leases covering minerals in Sections 20 and 21, T3S-R65W, and leases pooled therewith, including any reworking or recompletion of such wells and their plugging and abandonment;
  - 1.6.2. For OGOA B (the Bijou North OGOA) and OGOA F (the King South OGOA) through December 31, 2024, subject to extension to a date not later than December 31, 2026 to which the deadline in Section 7.2 is extended for an OGOA by reason of the tolling provisions of Sections 4.8.4 and 4.9.3, as applicable, and following such date shall have the exclusive right to occupy the Well Pads for the conduct of Operations on wells completed by the applicable deadline pursuant to the terms of the Bijou North Development Plan and King South Development Plan, as applicable.

Upon execution of this Agreement with respect to the Schuh South OGOA, and upon completion of the Bijou North Development Plan and King South Development for OGOAs B and F, respectively, Grantor may use those reclaimed portions of the OGOAs outside the Well Pads, so long as such use is consistent with COGCC regulations, with waivers as may be necessary, and construction is coordinated with the activities of Grantee on the Well Pads. Grantor may use the reclaimed portions of an OGOA prior to the dates described in this paragraph if interim reclamation has occurred at the OGOA pursuant to Section 12.2.1. Grantee’s exclusive right to occupy the Well Pad does not preclude Grantor from constructing Visual Mitigation around the Well Pad as provided in Section 7.5.

- 1.7. Grantor reserves the right to use all roads and reserves all surface and subsurface rights in or appurtenant to the Property, unless otherwise limited by this Agreement, and the right to grant successive easements on, under or across the Property on such terms and conditions as Grantor deems necessary or advisable, except that successive easements shall not interfere with or obstruct Grantee’s rights as described in this Agreement.

- 1.8. This Agreement does not grant, and Grantee shall not assert, the right to operate or occupy or enter on the Property other than on the OGOAs, access roads and ROWs expressly granted herein, and Grantee shall not assert any right in any regulatory proceeding or otherwise to exclude other operators from obtaining rights to use the Property to locate oil and gas oil and gas wells, pipelines, or other equipment related to the conduct of oil and gas operations, provided that Grantor shall not grant such rights to other operators that would impede or conflict with the rights granted to Grantee in this Agreement.

2. **Consideration and Compensation.**

This Agreement is entered into in consideration of the recitals and covenants set forth herein and the mutual benefits to be derived by the Parties, together with certain additional consideration and compensation as set forth in the DA Amendment.

3. **Third Party Pipelines.** If Grantee requests, Grantor shall sign a separate form to allow Grantee, or a third party designated by Grantee, to place pipelines in the ROWs, or other locations mutually agreed by the third party and Grantor, that will connect wells and facilities with other OGOAs or facilities and into pipeline systems, as necessary, in order to transport oil, gas and other fluids produced from the OGOAs to market or disposal, as applicable ("**Pipeline ROWs**"). These Pipeline ROWs will be on a form similar to the Pipeline Easement Agreement dated as of October 30, 2018, from AH to Bronco Pipeline Company, recorded March 19, 2019, Reception #2019000019967, in the real property records of Adams County, Colorado (the "**ROW Agreement**"). Affiliates of Grantee are considered third parties.

4. **Establishment of OGOAs, ROWs, and Well Pads.**

- 4.1. The OGOAs will be located in these general locations in Adams County, Colorado, as generally depicted on Exhibit D:

- OGOA "B" – located in the NW/4 of Section 21, T3S-R65W, 6th P.M., Adams County ("Bijou North OGOA")
- OGOA "D" – located in the SE/4 of Section 21, T3S-R65W, 6th P.M., Adams County ("Schuh South OGOA")
- OGOA "F" – located in the SE/4 of Section 28, T3S-R65W, 6th P.M., Adams County ("King South OGOA")

The First DA Amendment provides that OGOA E as described in the DA and Original SUA (the "**King North OGOA**") will be eliminated and either consolidated with the existing King South OGOA (OGOA F) or, if consolidation is not approved by the City, relocated to an alternative location on the ATEC capable of accessing the Leases, or if the ATEC alternative location is not approved by the City, it may be moved to an alternative location on property not owned by the AH Parties which may

be secured by CPR as set forth in Section 4.j. of the First DA Amendment. Accordingly, OGOA E has been deleted from revised Exhibit D attached hereto, and Exhibit D preliminarily depicts an enlarged OGOA F to reflect the addition of the wells that CPR intended to site on the King North OGOA, the precise boundaries of which are subject to adjustment as provided in the First DA Amendment.

- 4.2. The Well Pads will be located within the corresponding OGOAs in these general locations and as more specifically described on Exhibit D:
  - Well Pad “B” – located within Bijou North OGOA
  - Well Pad “D” – located within Schuh South OGOA
  - Well Pad “F” – located within King South OGOA
- 4.3. The ROWs will be 50 feet wide with additional 25 feet adjacent to the ROWs for access and temporary use during construction and maintenance as depicted on Exhibit C and on Exhibit B to the Right of Way Agreement. Potential crossing points of utilities, roads, drainage, and other surface and subsurface features are also depicted on Exhibit C and on Exhibit B to the Right of Way Agreement, but such crossing points may change in the final design for the ATEC. Crossings and easements within the ROWs for roads and utility lines, including, but not limited to those for water, gas, sewer, electric, telephone, cable, television, fiber optics, and other pipelines shall be permissible without consent of Grantee, but Grantor shall notify Grantee prior to construction of roads or installation of utilities that will cross Grantee’s ROW. Such changes shall not require Grantee or affiliated 3<sup>rd</sup> party to relocate its pipelines or create a safety hazard for Grantee’s pipelines. Grantee shall notify Grantor of any planned installation of pipeline that crosses any of Grantor’s existing utilities, roads, drainage, and other surface and subsurface features and shall implement any such crossings in accordance with Grantor’s requirements.
- 4.4. Grantor may install and maintain improvements and grant easements that are adjacent and parallel to, but not within, the ROWs for utility lines, including, but not limited to those for water, gas, sewer, electric, telephone, cable, television, fiber optic, and other pipelines; provided any new underground facilities that travel along a ROW shall be located a distance horizontally of at least ten (10) feet from Grantee’s pipelines.
- 4.5. Grantor may plant shallow root vegetation in the ROWs and may maintain irrigation systems thereon. At Grantor’s sole cost and expense, Grantor may also build and maintain paved trails and sidewalks within the ROWs so long as such improvements do not interfere with Grantee’s operations. Grantor shall consult with Grantee prior to the installation of any improvements within the ROWs to identify any potential conflicts with Grantee’s use of the ROWs.
- 4.6. Reserved

4.7. Modification of OGOAs.

- 4.7.1. The OGOAs and Well Pads on Exhibit D reflect preliminary surveys of the specifications agreed by the Parties for the Bijou North OGOA and King South OGOA and satisfy the obligations of Grantee to provide surveys under the First DA Amendment. The Schuh South OGOA was surveyed by ConocoPhillips in connection with its initial drilling on that OGOA, and the as-built interim reclamation plats for that OGOA as constructed are contained in Exhibit D. If Grantor or Grantee desires to modify the location or dimensions or other specifications of an OGOA or Well Pad from those shown on Exhibit D, as they may be modified in accordance with this Section 4.7.1, the Party requesting such modification shall submit such request to the other Party for its approval, which shall not be unreasonably withheld or delayed provided that it does not require the approving Party (in its sole judgment) to incur any cost or impair its development plans for the Property.
- 4.7.2. If the modification is accepted and requires Grantee to alter its construction plans, the following process will apply:
- 4.7.2.1. Grantee will determine the cost of modifying the existing grade of the surface of the OGOA to accommodate its surface facilities (*i.e.*, the cost of grading and excavation, including the cost of inspections, that Grantee would reasonably expect to incur in the absence of the grade requirements imposed by this Section) (the “**Original Cost**”).
- 4.7.2.2. Grantee will determine the cost of modifying the existing grade to achieve the grade requirements imposed by request (*i.e.*, the cost of preparing a drillsite location (including the area necessary to drill, complete and operate a planned well) at elevations that comply with Requesting Party’s request) (the “**Modified Cost**”).
- 4.7.2.3. If Grantee chooses to continue with the request, and if the Modified Cost is greater than the Original Cost, then Grantor will pay Grantee the difference between the Modified Cost and the Original Cost.
- 4.7.3. Grantor shall make any modification requests under this provision prior to Grantee submitting future plans for permits or applications with the COGCC or other regulatory body.

4.8. Bijou North OGOA

- 4.8.1 The First DA Amendment describes the timing and process for the Parties to collaborate in developing a site plan for the revised Bijou North OGOA that takes into account proposed surface development of the ATEC in the vicinity of this OGOA and that

accommodates grading, drainage, facilities layout, and surface development consistent with the approved survey plat, consistent with the plans and requirements of Grantor and Grantee for development of their respective surface and mineral interests. The site plan will include provision for Grantor to grade the area of the revised Bijou North OGOA and the surrounding area in accordance with an agreed schedule and specifications and provision for reclamation of the Bijou North OGOA to the fullest extent possible following completion of the wells, to maximize surface development.

- 4.8.2 The First DA Amendment provides for the execution of the New Section 19/24 Leases. The Bijou North OGOA will be used to drill wells to develop the New Section 19/24 Leases before any wells are drilled from that OGOA to develop any other leases as more particularly set forth in the First DA Amendment.
- 4.8.3 The First DA Amendment provides for the development of a **Bijou North Development Plan** for the building of location and the drilling and completion of all wells on the Bijou North OGOA in accordance with prescribed deadlines for achieving specified milestones. The Bijou North Development Plan will provide for the utilization of the Bijou North OGOA to (a) site and give first priority to the drilling of all wells necessary to develop the New Section 19/24 Leases and then (b) site and drill wells to access leases in Sections 22 and 23, T3S-R65W, owned by CPR or its affiliates. No other wells will be permitted on the Bijou North OGOA. If CPR fails to drill and complete the required wells to develop the New Section 19/24 Leases by the agreed deadline as specified in the Bijou North Development Plan, subject to the tolling provisions described in Section 7 below, Grantee will relinquish all its leases in Sections 19, 20, 21, T3S-R65W, and Section 24, T3S-R66W, including the New Section 19/24 Leases, to the respective GVR Parties with special warranty of title against all claims arising by, through and under Grantee and its affiliates, in which event CPR's right to use the Bijou North OGOA shall be limited to the conduct of Operations on the wells drilled and completed to the New Section 19/24 Leases by the applicable deadline.
- 4.8.4 Provided that the milestones of the Bijou North Development Plan are achieved in accordance with the prescribed deadlines, the First DA Amendment provides that the deadline contained in Section 7.2 of this Agreement for the drilling and completion of all wells on the Bijou North OGOA will be tolled beyond December 31, 2024, but no later than December 31, 2026, for the period necessary to finish the drilling and completion of all wells as scheduled in the Bijou North Development Plan. Any tolling will correspondingly extend the exclusive occupation date for the Bijou North OGOA specified in Section 1.6 of this Agreement but will

not extend the deadline for terminating the Platting Restrictions and Building Restrictions in Section 6.3 of this Agreement.

- 4.8.5 The First DA Amendment prescribes the timing and procedure for filing by CPR of all applications with the City and the Colorado Oil and Gas Conservation Commission (“**COGCC**”) for approval of the site plan and the Bijou North Development Plan and for the Parties to cooperate in obtaining the approval of all such applications and any revised spacing necessary to accommodate the planned wells.
- 4.8.6 Upon finalization of the Bijou North Development Plan as provided in the First DA Amendment, CPR will provide to Grantor a survey of the route of the ROW necessary to bring an oil pipeline to the Bijou North OGOA along the route notified by CPR to Grantor as provided in the DA Amendment, and the Parties will amend Exhibit B to the ROW Agreement executed upon signing the DA to add such surveyed route and delete routes previously identified for OGOAs A, C and E contained in the Original SUA.

4.9 Consolidated King South OGOA.

- 4.9.1 The First DA Amendment describes the timing and process for the Parties to collaborate in developing a site plan for the consolidated King South OGOA that takes into account proposed surface development of the ATEC in the vicinity of this OGOA and that accommodates grading, drainage, facilities layout, and surface development consistent with the approved survey plat, consistent with the plans and requirements of Grantor and Grantee for development of their respective surface and mineral interests. The site plan will include provision for Grantor to grade the area of the consolidated King South OGOA and the surrounding area in accordance with an agreed schedule and specifications and provision for reclamation of the King South OGOA to the fullest extent possible following completion of the wells, to maximize surface development.
- 4.9.2 The First DA Amendment provides for the development of a **King South Development Plan** for the building of location and the drilling and completion of all wells on the consolidated King South OGOA in accordance with prescribed deadlines for achieving specified milestones. The King South Development Plan will provide for the utilization of the King South OGOA to (a) site and give first priority to the drilling of all wells necessary to develop the Leases covering GVR Parties’ minerals in Sections 28 and 29 and then (b) site and drill wells to access leases in Sections 26 and 27, T3S-R65W, owned by Grantee or its affiliates. If CPR fails to drill and complete the required wells to develop the GVR Parties’

Leases by the agreed deadline as specified in the King South Development Plan, subject to the tolling provisions described in Section 7 below, Grantee will relinquish all its leases in Sections 28 and 29, T3S-R65W, to the respective GVR Parties with special warranty of title against all claims arising by, through and under Grantee and its affiliates, in which event CPR's right to use the King South OGOA shall be limited to the conduct of Operations on the wells drilled and completed to the GVR Parties' Leases by the applicable deadline.

- 4.9.3 Provided that the milestones of the King South Development Plan are achieved in accordance with the prescribed deadlines, the First DA Amendment provides that the deadline contained in Section 7.2 of this Agreement for the drilling and completion of all wells on the King South OGOA will be tolled beyond December 31, 2024, but no later than December 31, 2026, for the period necessary to finish the drilling and completion of all wells as scheduled in the King South Development Plan. Any tolling will correspondingly extend the exclusive occupation date for the King South OGOA specified in Section 1.6 of this Agreement but will not extend the deadline for terminating the Platting Restrictions and Building Restrictions in Section 6.3 of this Agreement.
- 4.9.4 The First DA Amendment prescribes the timing and procedure for filing by CPR of all applications with the City and the COGCC for approval of the site plan and the King South Development Plan and for the Parties to cooperate in obtaining the approval of all such applications and any revised spacing necessary to accommodate the planned wells.
- 4.9.5 If the City rejects the application of CPR for approval of the King South OGOA as modified pursuant to the First DA Amendment and this Agreement, the First DA Amendment provides a procedure for the AH Parties to make available to CPR another location on or in the vicinity of the ATEC suitable for accessing CPR's leases to both the east and west in Sections 26, 27, 28 and 29 and meeting other specified criteria. If such location is substituted for the King South OGOA, the Parties agree that all rights and obligations of the Parties with respect to such location will be the same as those provided in this Agreement for the King South OGOA, subject to adjustments reasonably necessary to account for the differences in location, and that the procedures provided in the First DA Amendment for planning and obtaining approval by the City and the COGCC of the consolidated King South OGOA shall be applied *mutatis mutandis* to the alternative location, and that the tolling provisions of Section 4.i. of the First DA Amendment will apply to the drilling and completion of wells on the alternative location.

5. **Consultation Notice.**

- 5.1. Grantee shall notify Grantor in writing before entering the Property for drilling, completion, or re-working of any well on the Well Pads.
- 5.2. Prior to filing COGCC Oil and Gas Development Plans and COGCC Form 2s and 2As with the COGCC and permit applications with the City and with Adams County, Grantee shall deliver copies of those forms to Grantor along with any plats and construction plans ("**Consultation Notice**").
- 5.3. Within 15 business days of receiving Consultation Notice, Grantor may:
  - Comment on the proposed plans, and
  - provide updates to Grantee's development plans.
- 5.4. Grantee may modify the plans if, in Grantee's sole discretion, the changes:
  - Do not increase the cost of Operations,
  - Do not significantly delay Grantee, and
  - Are operationally and commercially tenable and safe.
- 5.5. Grantee shall notify Grantor of its decision within 10 business days of receiving the requested changes.
- 5.6. Within 30 calendar days of receiving Consultation Notice, Grantor shall execute and deliver, in writing, Letters of Support as directed in the Amended DA.
- 5.7. Other than as described in Section 5.2, Grantor waives the following:
  - the right to receive notices and to comment on the location of the OGOAs and Well Pads or on the drilling of wells thereon as set forth in the COGCC Rules and Regulations ("**Rules**"),
  - all rights to consultations and/or meetings in connection with the location of the OGOAs and Well Pads and the wells to be drilled thereon as set forth in COGCC Rules,
  - the right to receive a required notice or give consent in connection with the location of the OGOAs and Well Pads or the drilling of wells thereon under the county or city code of the county or city in which the Property is located in connection with this Agreement.
- 5.8. Grantor acknowledges and agrees that compliance with the provisions of this Agreement constitute satisfactory compliance of all notices, meeting, comment, and consultation requirements of COGCC Rules 309.b, 309.e.(2) and 309.e.(4) with respect to the OGOAs and the wells drilled thereon.



6. **Setbacks.**

6.1. Grantor shall not:

- Record a plat (the “**Platting Restriction**”) to create lots to build or construct **Building Units** (as that term is defined by the COGCC Rules) that would result in the imposition of setbacks under the COGCC Rules that would preclude (or require the COGCC to issue a variance for) the location of any well or production facility on a Well Pad (the “**Buffer Area**”); or
- Construct any Building Unit within the Buffer Area that would result in the imposition of setbacks under the COGCC Rules that would preclude (or require the COGCC to issue a variance for) the location of any well or production facility on a Well Pad (the “**Building Restriction**”).

6.2. Prior to January 1, 2025, in no instance shall the Buffer Area be less than 1000 feet from any well or production facility (as defined in the COGCC rules) located on a Well Pad. Prior to a well being drilled or permitted, or production facilities placed on a Well Pad, the Buffer Area will be measured from the edge of the Well Pad. Once a well and production facilities are placed on a Well Pad, the Buffer Area will be measured from wells and production facilities on location.

6.3. The Platting Restrictions and Building Restrictions will terminate, and the Buffer Area will reduce to any setback required by the City of Aurora surrounding the wells on the Well Pads effective 11:59 p.m. December 31, 2024, or after all wells on the Property are permitted, whichever comes sooner. After that date, Grantor may seek variances from the COGCC and the City of Aurora to any setback requirement applicable to the wells and equipment on the Well Pads. Grantee will not oppose, condition or delay any requests for variances permissible under the COGCC Rules or that would place building units 500 feet or greater from a production facility or a well on a Well Pad. Grantor agrees not to seek variances to place a building unit closer than 500 feet to a production facility or a well on a Well Pad without the consent of the Grantee, which consent will not be unreasonably withheld, conditioned or delayed.

6.4. Grantor shall not support the enactment of any regulatory requirement that is inconsistent with this Agreement or that would interfere with Grantee’s right to develop oil and gas under this Agreement.

6.5. CPR agrees to waive notice for surface development in a form acceptable to the City of Aurora to facilitate processing of the Framework Development Plan for the Property.

7. **Wells and Facilities.**

7.1. Grantee shall not drill any well on the Property unless the surface location of the well is within the Well Pad of an OGOA. Grantee shall not drill

any well on the Property other than those specified in Sections 4.8.3, 4.9.2 and 4.9.5.

- 7.2. Grantee may drill as many wells as it deems necessary within the Well Pad, subject to Sections 4.8.3 and 4.9.2; provided, however, that drilling and completion of new wells may not be conducted on any Well Pad after December 31, 2024, subject to extension for the wells drilled on Bijou North or King South as provided in Sections 4.8.4 and 4.9.3, respectively, and provided further, that no new wells may be drilled on the Schuh South Well Pad without consent of the AH Parties.
- 7.3. Grantee shall install privacy fences of a type and color approved by AH, made of low-maintenance material around the Well Pads located on the W/2 of section 21. Grantee shall keep the OGOAs in good order and at all times keep its well sites in good order and free of litter, debris, trash or spilled hydrocarbons. Paint used by Grantee on tanks and equipment located within the OGOAs shall be of a color acceptable to AH and complies with COGCC regulations.
- 7.4. Grantee shall remove any produced water from the Property and properly dispose of it in accordance with all COGCC regulations and best management practices. No water produced or utilized in oil and gas operations on the OGOAs shall be disposed of by pit evaporation, road spreading, or discharge to surface water on the Property. Grantee may have an "emergency pit" within the area of the OGOA during drilling, completions, and reworking operations for produced water but shall not have evaporation pits or any other pits. Nothing in this Agreement grants to Grantee the right to use or own produced water from the wells located on the Well Pads.
- 7.5. Grantee shall locate all permanent, above-ground well facilities within the Well Pad of the OGOA. Grantee shall design its facilities so as to be able to accommodate fencing and landscaping on the perimeter of a Well Pad that may be required by the City of Aurora. AH may construct walls, screens, or other measures to mitigate the visual impact of facilities on the Well Pad ("**Visual Mitigation**"). Any Visual Mitigation will be installed and maintained at the sole cost of AH. Visual Mitigation must comply with regulations and Grantee's safety policies. AH shall obtain Grantee's consent prior to installation of Visual Mitigation. Grantee shall not unreasonably withhold consent. CPR will configure the layout of its production equipment on the Well Pads to maximize setbacks of its equipment from roads and road rights of way on the King South OGOA as close to Monaghan Road as possible and on the Well Pad in the Bijou North OGOA to maximize the separation requirements from the Highlands Development.
- 7.6. The use of compressors within the OGOAs is limited to units serving wells located within the Well Pad on the affected OGOA.

8. **Pipelines.**

- 8.1. All of Grantee's pipelines and related above-ground pipeline facilities or equipment installed under this Agreement will be placed within a Well Pad or ROW. "**Pipeline**" as used in this Agreement shall include all Crude Oil Transfer Lines, Wellhead Lines, Off-Location Flowlines, Produced Water Flowlines, and Gathering Lines as those terms are defined in the COGCC Rules. All Pipelines outside Well Pads and in ROWs shall be buried at a depth of at least 48 inches below the ultimate surface elevation as graded by Grantor prior to installation of the Pipelines and to a depth of at least 9 feet below the crossings for utilities, roads and drainage facilities as shown on Exhibit C and on Exhibit B to the Right of Way Agreement or otherwise notified by Grantor to Grantee before the pipelines are installed. Unless otherwise agreed, Grantee shall provide, no later than 120 days prior to installation of a utility line or Pipeline, construction documents for review and, after review, Grantor shall commence grading the ROW to its ultimate surface elevation to meet the planned installation date. Upon placement of such pipelines, Grantee shall backfill, re-contour and reseed any disturbed areas so as not to interfere with Grantor's use of the areas and shall reclaim such areas in compliance with the applicable provisions of this Agreement. Settling of trenches and excavated areas shall be filled and the surface restored to normal grade and reseeded.
- 8.2. No later than 60 days following completion of installation, Grantee shall give Grantor an "as-built" survey of any Pipelines installed outside of a Well Pad and within the ROW that shows depth and location. Grantee shall also provide to Grantor copies of all Flowline and Crude Oil Transfer Lines registrations filed by Grantee with the COGCC for Flowlines on Well Pads or ROWs when they are filed with the COGCC.
- 8.3. If use of a pipeline is terminated, then it will be properly abandoned in accordance with this Agreement and Applicable Law.
- 8.4. Grantee shall provide to Grantor copies of any Gas Leak reports and related Flowline Reports as they are filed by Grantee with the COGCC as required by COGCC Rules.

9. **Utilities.**

- 9.1. If Grantee constructs or contracts for the installation of any utility lines, they must be located within Well Pads or ROWs, and Grantee shall bury all utility lines unless otherwise requested by Grantor. Utility lines will be buried:
- In the same ditch as pipelines, to the extent feasible,
  - At least 48 inches below the ultimate surface elevation of the ground as graded by Grantor and at the same depths below crossings for utilities, roads and drainage facilities of Grantor as are required for Pipelines at the crossings and in a way that allows

Grantor to safely build roads and utilities over Grantee's utility lines if necessary,

- In trenches that will be filled, compacted, and reseeded to the reasonable satisfaction of Grantor and otherwise in accordance with the standards required for Pipelines under Section 8.1.

9.2. No later than 60 days after the utility line is installed, Grantee shall give Grantor an "as-built" survey of the utility line prepared by a Colorado licensed surveyor.

9.3. Grantor shall allow any electric company to install utility lines on the Property within the ROWs and Well Pads in connection with Grantee's Operations provided that the electric company complies with this Agreement. Grantor shall sign any utility easements necessary to comply with this provision on terms and conditions that are mutually satisfactory to Grantor and the utility company. Grantor shall negotiate directly with utility provider if necessary.

10. **Roads.**

10.1. Grantee will use Monaghan Road or Powhatan Road, and 48<sup>th</sup> Avenue, and 38<sup>th</sup> Avenue, if and when they are constructed by Grantor, for access to the OGOAs. Prior to construction of roads on 38<sup>th</sup> and 48<sup>th</sup> Avenues, Grantee may construct and use temporary roads on the Property at the locations shown on Exhibit C to access the OGOAs. Grantee shall not construct any other roads on the Property, or use any part of the Property, for access to the OGOAs or ROWs other than the foregoing access roads without Grantor's consent, which may be withheld in Grantor's sole discretion. If Grantor consents to the construction of any new road on the Property, the Parties shall agree on the location, specifications, maintenance, use and reclamation of the roads. No off-road travel by Grantee or its contractors is permitted.

10.1.1. Notwithstanding the foregoing, Grantor shall not prevent Grantee from accessing the Property or its OGOAs by not allowing road construction.

10.2. With respect to any temporary roads constructed by Grantee as provided in Section 10.1, the following shall apply:

10.2.1. The surface of all roadways will be made of compacted gravel, will not exceed 24 feet in width for traveled surface, and will comply with all Applicable Law. Culverts will be placed in low areas for proper drainage.

10.2.2. Grantee will maintain existing and newly constructed roads used by Grantee to the reasonable satisfaction of Grantor and as required by Applicable Laws. Grantee agrees to keep roads used by it free of weeds, debris, and litter, and to conduct periodic pickup

of trash caused by its operations or its contractors or employees. Grantee will maintain unpaved roads used by it in good condition without excessive rutting or erosion so as to be passable by two-wheel drive pickup trucks or similar vehicles. Such maintenance may include ditching, graveling, blading, mowing grass to avoid fire danger, installing and cleaning cattle guards, and spraying for noxious weeds. Subject to the provisions of Section 10.2.3 below, Grantee will maintain paved roads used by Grantee in good condition in compliance with applicable provisions of this Section, and Grantee will repair damages resulting from Grantee's use of such roads. Maintenance work will be done at such reasonable times as Grantor will request. Grantor will have no responsibility for road maintenance; provided, however, that Grantor will repair any damage to such roads caused by the gross negligence or willful misconduct of Grantor or its licensees or permittees or caused by the use of roads by construction equipment of Grantor or its contractors.

- 10.2.3. Grantor, at its expense, may pave temporary roads, or sections thereof, utilized by Grantee, in which event the paved road will be engineered and constructed to carry vehicles with a gross vehicle weight rating (GVWR) of at least 104,000 pounds and a gross axle weight rating (GAWR) of at least 26,000 pounds per axle (the "**Paved Road Standard**"). Paved roads will be subject to the maintenance requirements of Section 10.2.2; provided, however, that (notwithstanding any provision of Section 10.2.2 or this Agreement to the contrary) Grantee will not be responsible for damages to the travel surface of paved roads that were not constructed in compliance with the Paved Road Standard unless such damage was caused by the gross negligence or willful misconduct of Grantee or its contractors.
- 10.2.4. Grantee agrees, if requested by Grantor, to place an appropriate sign or signs on any road designating them as "private roads" and to assist Grantor in the control of the use of such roads by unauthorized users. The size and color of these and any other signs on the ROW or Well Pads will be subject to Grantor's approval.
- 10.2.5. Upon the cessation of use of any temporary road, Grantee will reclaim the affected portions of the OGOA and ROW in accordance with the provisions of Section 12 of this Agreement. Grantor and Grantee may agree to leave temporary roads in place.
- 10.2.6. Unless otherwise indicated by Applicable Laws, Grantee and its contractors shall observe a safe speed limit, not to exceed 20 miles per hour, at all times on all roads.
- 10.2.7. Grantor shall have the right to relocate any road, provided that such relocation does not unreasonably interfere with Grantee's

Operations. Any relocated road shall be of similar utility, and all costs associated with such relocation, other than maintenance by Grantee to the standards set forth in this Agreement, shall be at Grantor's expense.

10.2.8. Grantor reserves the right to use all such roads for any purpose which does not materially interfere with Grantee's Operations.

10.2.9. Grantee shall use the roads on the Property in a reasonable and prudent manner and shall use commercially reasonable efforts to limit vehicular traffic to the minimum number of vehicles reasonably required to conduct the Operations contemplated in this Agreement. Grantee shall undertake reasonable precautions to avoid any damage, other than normal wear and tear to gates, bridges, roads, culverts, cattle guards, fences, dams, dikes, or other facilities of Grantor or third parties who are on the Property by permission of or succession to Grantor. All damages caused by Grantee, its agents, employees, assigns, contractors and sub-contractors shall be repaired by Grantee as soon as possible to the condition existing immediately prior to such damage.

11. **Relocation of ROWs.**

11.1. Grantor may request to change the location of any of the ROWs. In order to change the location, Grantor and Grantee shall follow these steps:

11.1.1. Grantor shall provide notice to Grantee of the desired relocation. Notice must include the new location;

11.1.2. Relocating the ROW must not interfere with safety, maintenance, and Operations within the current ROW and OGOAs;

11.1.3. Grantee shall give Grantor a good faith estimate of all costs for relocating roads, pipelines, and other appurtenances to the new ROW (including engineering costs and lost production time and volumes and its business impact) ("**Relocation Estimate**");

11.1.4. Grantor may withdraw its request to change the location of the ROW within 10 days after receiving the Relocation Estimate;

11.1.5. Prior to Grantee beginning the relocation, Grantor shall pay Grantee the amount of the Relocation Estimate or give Grantee a letter of credit, bond, or other security;

11.1.6. Grantee shall then commence relocating to the new ROW within 180 days from receiving Grantor's initial notice if Grantee has received the necessary permits;

11.1.7. Within 10 business days of completing the relocation, Grantee will give Grantor an accounting of the actual costs, expenses, and value lost from relocation and, within ten (10) days thereafter:

- Grantor shall reimburse Grantee for the difference (if any) between (1) the sum of the actual costs, expenses, and value lost, and (2) the Relocation Estimate, or
- Grantee will refund any overpayment to Grantor.

12. **Reclamation and Restoration.**

12.1. **Compliance with Laws.** Grantee shall comply with COGCC Rules 1003 and 1004 regarding interim and final reclamation of OGOAs and Well Pads. Grantee shall also comply with all Applicable Law. If COGCC Rules contain different time limits for the performance of reclamation work on different categories of real property, the shortest time limit will be deemed to be applicable to the Property.

12.2. **Restoration.**

12.2.1. Grantee shall perform interim reclamation in accordance with COGCC Rule 1003 with respect to: (a) any OGOA and Well Pad on which Grantee determines to terminate Operations; and (b) any OGOA and Well Pad on which all wells on the Well Pad have been drilled and completed and surface facilities installed, but in no event later than the deadline contained in Section 7.2 for drilling and completing all wells, as such date may be extended by tolling pursuant to Sections 4.8.4 or Section 4.9.3, as applicable, that portion of an OGOA outside the Well Pad, which work shall be completed as soon as possible but in no event later than one year after commencement, which date shall not be extendable by Force Majeure; and (c) that portion of a Well Pad which Grantee determines is no longer necessary for the location of equipment or other Operations. Grantee may ask for an extension if conditions outside of its control occur.

12.2.2. When Grantee terminates Operations on or use of a Well Pad (including the plugging and abandonment of all wells thereon) or ROW, or portion thereof, Grantee shall fully restore and level the surface of the lands affected to as near as possible to the elevations that existed at the time surface preparation for the remaining Well Pads commenced. Grantee shall use appropriate measures to prevent erosion and non-point source pollution. Grantee shall abandon in place pipelines and underground utilities appurtenant to the well within the Well Pad and restore the surface. Unless a shorter time is prescribed by COGCC Rules, Grantee shall use reasonable efforts to complete its work under this subsection within one year after the final plugging and abandonment of the last well within a Well Pad, without requesting an extension thereof unless a delay is caused by conditions outside of the control of the Grantee.

12.3. In lieu of restoration pursuant to Section 12.2, Grantor, in its sole discretion, may: (A) in writing specify alternate contours for such restoration that are more consistent with its existing or future development plans (in

which event Grantor will pay Grantee any incremental additional costs resulting from such change in the work in a manner consistent with the adjustment of elevations within an OGOA pursuant to Section 4.7.2 of this Agreement); (B) direct Grantee in writing not to reclaim specific areas, such as roads or utilities, that Grantor desires to utilize for its future use of the Property; or (C) to the extent permitted by Applicable Law, require Grantee to pay Grantee's estimated costs of reclamation work as required by Applicable Law or this Agreement to Grantor and, in such event, Grantor will conduct restoration work and Grantee will be relieved of any obligation in connection therewith except as provided herein and Grantor will execute a written release of Grantee to that effect. To the extent required for the operation of this Section 12.3, Grantee may seek an exemption from COGCC Rule 1004 pursuant to the provisions of Rule 1001.c. Any reclamation work performed by Grantor pursuant to this section will comply with or exceed the minimum reclamation standards imposed by COGCC Rules. Notwithstanding any other provision of this Section, however, the performance of reclamation work by Grantor does not relieve Grantee of its environmental liability under this Agreement. Should Grantor choose one of the above listed alternatives to restoration, Grantor shall cooperate with Grantee to obtain variances and permissions from COGCC.

- 12.4. Equipment Removal. Grantee shall remove any redundant or unnecessary equipment from the Well Pad at the time of interim reclamation. Grantee shall only install the number of tanks required to safely operate the wells.
- 12.5. Revegetation. Grantee shall reseed all areas disturbed by its activities with suitable grasses or crops approved by Grantor (not to be unreasonably withheld if Grantee's selection complies with rules of the COGCC). Unless Grantor requests otherwise, no reseedling will be required on any access roads existing as of the date of this Agreement or roads designated by Grantor for retention. Grantee shall use reasonable efforts to ensure that a growing ground cover is established upon disturbed soils and Grantee shall reseed as necessary to ensure growth occurs and that noxious weeds are eliminated, as required by the COGCC.

13. **Grantor's Conduct.**

- 13.1. ATCD represents and warrants that it owns the Property and has the legal right to grant the Surface Access to the Property.
- 13.2. Grantor shall construct all landscaping and required buffering around each of the Well Pads to meet the City of Aurora and Grantor's requirements for the ET Center. Grantor shall give Grantee 30 days' notice before installing landscaping and shall give Grantee a copy of its landscaping plans at that time.



- 13.3. Except as depicted on Exhibit C or otherwise permitted by this Agreement, Grantor shall not impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or other improvements that obstruct Surface Access without notice to Grantee.
- 13.4. Grantor gives permission, consent, and authorization for Grantee's Operations on the Property and Grantor shall not object to Grantee's use of the surface or its Surface Access as long as it is consistent with this Agreement.
- 13.5. Grantor shall:
  - 13.5.1. Not oppose any permit applications that Grantee, its subsidiaries or affiliates, submit to any governing body that are consistent with this Agreement and the DA as amended by the First DA Amendment, and
  - 13.5.2. Provide Grantee, its subsidiaries and affiliates, with any written support or endorsement they may reasonably request to obtain permits from any governing body with jurisdiction over Operations so long as they are consistent with this Agreement and the First DA Amendment. Grantor has agreed in the First DA Amendment to issue certain Letters of Support to the Grantee for its use in conjunction with its submission of permit applications to the City and the COGCC.

14. **Grantee's Conduct.**

- 14.1. Grantee shall conduct its Operations in a safe and workmanlike manner and in compliance with Applicable Law, with due regard for the interests and concerns of adjacent property owners and occupants. For purposes of this Agreement, "**Applicable Law**" means all laws (including statutory and common law), rules, ordinances, regulations, codes or similar enactments by any federal, state, county, municipal or quasi-governmental entity with jurisdiction over the Property or any portion thereof, as they may hereafter be enacted, issued or amended, including the rules of the COGCC, ordinances of Adams County and the City of Aurora and the orders, permits or requirements of any federal, state or local administrative agencies having jurisdiction over Grantee's operations on the Property. Applicable Law shall also include the provisions of the Operator Agreement between CPR and the City, as it may be amended, insofar as it includes best management practices and operating requirements that are stricter than those required by law or this Agreement with respect to the matters covered by this Agreement.
- 14.2. Grantee shall construct OGOAs, Well Pads, and ROWs to provide a safe working area while reasonably minimizing the total surface area disturbed.

- 14.3. Grantee shall install a gate, of a style and color approved by Grantor, at the entrance to each of the Well Pads from the access road and, if requested by Grantor, a cattleguard at each existing fence line.
- 14.4. Grantee shall control dust and erosion in all Surface Access areas as needed. Grantee shall keep OGOAs, Well Pads and ROWs free of noxious weeds.
- 14.5. Grantee shall comply with all requirements under Applicable Law relating to storm water runoff, sediment, and erosion control and shall obtain storm water permit(s) for all of Grantee's activities.
- 14.6. Grantee, at no additional cost, may clear all trees, undergrowth and other obstructions from the Surface Access as needed.
- 14.7. Grantee may park vehicles within the temporary work space of the ROW during times of construction or other work. Employees of Grantee or its contractors shall not otherwise park on the Property outside of the OGOAs and are permitted to park in the OGOAs only while conducting operations on behalf of Grantee. No living quarters will be constructed upon the Property, except those temporary living quarters used by Grantee during drilling, completion or reworking activities.
- 14.8. Grantee may store material (e.g., soil and gravel) excavated from the Property on the OGOA or ROW to be used for construction or reclamation. Grantee also may import or export material to or from the Property for construction or reclamation. To the extent Grantee has excess fill, it shall make such material available to Grantor at no cost.
- 14.9. Grantee will use recognized industry standard management practices in its conduct of Operations on the Property, including management practices and conditions of approval required by the COGCC, Adams County or the City of Aurora in approved permits. Grantee shall adhere to the Minimum Development Standards in Exhibit G.
- 14.10. None of Grantee's employees, agents, or contractors, or any other person under the direction or control of Grantee will be permitted to carry firearms or any other weapon on the Property, and such persons will not hunt, fish, or engage in recreational activities on the Property. No dogs will be permitted on the Property at any time. Grantee will notify all of its contractors, agents, and employees that no dogs, firearms, weapons, hunting, fishing, or recreational activities will be allowed on the Property. This provision does not apply to law enforcement units or personnel, whether on or off duty, who may serve as security contractors for Grantee.
- 14.11. None of Grantee's employees, agents, or contractors, or any other persons under the direction or control of Grantee will possess or be under the influence of alcohol or illegal drugs or other substances that could impair performance or otherwise create safety concerns while on the Property,

and Grantee will have a program in place to enforce such restrictions with its contractors.

- 14.12. Grantee shall give Grantor copies of plans, applications and filings with the COGCC or other oil and gas regulating body as they are filed. This includes Oil and Gas Development Plans, Form 2 and 2A. Grantee shall notify Grantor of any hearing or opportunities for public comment regarding permits or applications associated with the Property.

15. **Tax Abatement Period.**

- 15.1. During the Tax Abatement Period, Grantor shall not consent to, and shall use best efforts to oppose all attempts to:

15.1.1. create any District that would include Well Pads B, D, and F, Grantee's leasehold interests in such Well Pads or the wells drilled thereon, production therefrom, and all rights and interests of Grantee in such Well Pads arising pursuant to this Agreement within such District's boundaries or jurisdictions;

15.1.2. include Well Pads B, D, and F, Grantee's leasehold interests in such Well Pads or the wells drilled thereon, production therefrom, and all rights and interests of Grantee in such Well Pads arising pursuant to this Agreement within the boundaries or jurisdictions of any existing District of which it is not currently included in, including, without limitation, the Aerotropolis Area Coordinating Metropolitan District;

15.1.3. impose or increase any mill levy or other tax, fee, or other charge of any District (other than the mill levy imposed, or to be imposed, by the Regional Transportation Authority, as provided in Article 7.B. of the DA) upon Well Pads B, D, and F, Grantee's leasehold interests in such Well Pads or the wells drilled thereon, production therefrom, and all rights and interests of Grantee in such Well Pads arising pursuant to this Agreement; or

15.1.4. impose any covenants, conditions, rules, regulations, review or approval processes, design or architectural standards, assessments, zoning, overlays, entitlements, matters of record, master plans, comprehensive plans, or other restrictions on Well Pads B, D, and F, Grantee's leasehold interests in such Well Pads or the wells drilled thereon, production therefrom, and all rights and interests of Grantee in such Well Pads arising pursuant to this Agreement, which are more restrictive than the provisions set forth in this Agreement, whether imposed by a District or other body, entity, or person.

- 15.2. For the purposes of this Paragraph, “**District**” means any special district formed pursuant to Article 1 of Title 32 of the Colorado Revised Statutes; any urban renewal authority, downtown development authority, business improvement district, special improvement district, or other body or entity formed pursuant to Article 25 of Title 31 of the Colorado Revised Statutes; any common interest community, condominium community, cooperative, or planned community formed pursuant to Article 33.3 of Title 38 of the Colorado Revised Statutes, commonly referred to as the Colorado Common Interest Ownership Act; or any other body or entity with the power to impose taxes, assessment, charges, or fees upon the Property; provided, however, that so long as its mill levy does not exceed five (5) mills, “District” for purposes of this Article 15 does not include the Aerotropolis Regional Transportation Authority. Grantee acknowledges that Well Pads B and D are within the boundaries of the Regional Transportation Authority and that Well Pad F, as part of the inclusion of Section 28, may be included into the Regional Transportation Authority and Grantee consents to such inclusion.
- 15.3. The Tax Abatement Period will be in effect until December 31, 2028 (“**Tax Abatement Period**”). Subsequent to the expiration of the Tax Abatement Period, and so long as this Agreement remains in effect, Grantor shall have the right to include or consent to the inclusion of the Well Pads within the boundaries of a District, provided that the total combined mill levy for such District or Districts, including all mill levies for debt service and operations and maintenance, for Grantee is not higher than that of other businesses located within the District(s). Upon request of Grantor, Grantee agrees to execute and deliver an acknowledgment that the Tax Abatement Period has expired.
- 15.4. Notwithstanding the foregoing, during each tax year until the Well Pads are included in a District, CPR will pay to the District an operating and maintenance fee of three (3) mills for all producing new wells on Bijou North OGOA, King South OGOA and/or the alternative ATEC location provided under Section 4.j. of the First DA Amendment to offset the cost of infrastructure provided by the District. The District will be preparing the pre-inclusion standby agreement to recognize the pre-inclusion O&M contribution in terms that acknowledge the temporary surface occupation during development and initial production and the contemporary infrastructure being installed that they would benefit from and all Parties acknowledge that this represents a fair and reasonable contribution pre-inclusion.

16. **Water Quality and Quantity.**

- 16.1. Grantee shall comply with all applicable provisions of COGCC Rule 615, as well as any other water testing requirements of Applicable Law. If the regulations of the COGCC now or in the future require more frequent or stringent mitigation or remediation, such standards shall be implemented.

17. **ATEC Protective Provisions.**

- 17.1. The ATEC will have covenants and restrictions regarding property development, construction of buildings and other improvements, zoning and other customary matters ("**ATEC Restrictions**"). Grantee, its Leases, and Surface Access for Grantee will not be subject to the ATEC Restrictions which are more restrictive than the provisions set forth in this Agreement.
- 17.2. Grantee shall not object, oppose, or seek to prevent Grantor from:
- 17.2.1. obtaining any required permits to develop the Property for such commercial, industrial and other uses consistent with its purpose as an ATEC as Grantor determines from time to time, or
- 17.2.2. developing the Property as an ATEC, subject to Grantee's rights under this Agreement.
- 17.3. Grantee agrees that it will conduct its Operations under this Agreement with due regard for the properties, improvements, businesses, operations, and activities of the ATEC and the Highlands Development. Grantor agrees that it will conduct its operations in the ATEC with due regard for the properties, oil and gas operations and activities of Grantee on the OGOAs under this Agreement.
- 17.4. Grantee shall consult with Grantor on signage around Well Pads and roads and shall comply with Grantor's requests as reasonably practicable and allowed by law.
18. **Notice.** Any notice permitted or required by this Agreement will be in writing and must be given by personal delivery, email, United States mail, overnight courier, or another means that can confirm receipt, directed to the contact person for the recipient at the address stated below or such other person or contact information as may be specified by a Party in a valid notice given pursuant to this Article. Email notices shall be effective if actual acknowledgment of receipt from the person to be notified is received by the sending Party; automatic replies will not count as acknowledgment of receipt. All other notices so given will be effective, if hand delivered, upon delivery to a person upon whom service of process can be made upon the recipient pursuant to Rule 4(e) of the Colorado Rules of Civil Procedure; if delivered by overnight courier, two business days after timely deposit with the courier service, charges for next business day delivery prepaid; if mailed, three business days after deposit, postage prepaid, certified mail - return receipt requested, with the United States Postal Service. All notices should be sent to the following addresses:

Grantor:  
c/o Aurora Highlands LLC  
Attn: Mr. Carlo Ferreira  
250 Pilot Road, Suite 150  
Las Vegas, Nevada 89119

Email: [Carlo@cgfmgmt.com](mailto:Carlo@cgfmgmt.com)  
Telephone: (702) 349-4777

Grantee:  
c/o Crestone Peak Resources Operating LLC  
Attn: Shea Kauffman, Deputy General Counsel  
555 17<sup>th</sup> Street, Suite 3700  
Denver, Colorado 80202

Each Party may change its address at any time by giving written notice to the other Parties.

19. **Damages and Indemnities.**

- 19.1. **Limitation of Damages.** No Party shall be liable for, or be required to pay, punitive, exemplary, incidental or indirect damages to the other Party for activities undertaken within the scope of this Agreement.
- 19.2. **Indemnification.** Except as to Environmental Claims governed by Section 19.3 below, each Party will be and remain responsible for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other costs associated therewith (all of the aforesaid herein referred to collectively as "Claims"), arising out of or connected with such Party's or its Indemnified Party Group's operations or activities on the Property, no matter when asserted. Each Party will release, defend, indemnify and hold harmless the other Party, its affiliates, and their respective members, managers, officers, directors, employees, agents and contractors, successors and assigns (the "Indemnified Party Group") from and against all such Claims regardless (except as expressly provided herein) of who may be at fault or otherwise responsible under any other contract, or any statute, rule or theory of law, including but not limited to theories of joint or strict liability, premises liability, and regardless of cause, but excluding gross negligence or willful misconduct of the member of the Indemnified Party Group seeking indemnity. This provision does not, and will not be construed to, create any rights directly enforceable by persons or entities not a party to this Agreement, nor does it create any separate rights in parties to this Agreement other than the right to be indemnified for Claims as provided herein.

For purposes of clarification, certain future actions of Grantor may include the sale of all or some portion of the Property to individuals or entities that are not under the control of Grantor. Claims asserted by such third party purchasers against Grantee will not be deemed to arise from the "activities" of Grantor or its Indemnified Party Group within the meaning of this Section 19.2 and will not give rise to an obligation by Grantor to indemnify Grantee.

- 19.3. **Environmental Matters.** The provisions of Section 19.2 above will not apply to any Environmental Claims, which will be governed exclusively by the following:

- 19.3.1. “**Environmental Claims**” will mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage, arising from operations on or ownership of the Property or ownership of the Leases, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including any Claims arising from applicable Environmental Laws (as defined below) or relating to naturally occurring radioactive material. Environmental Claims will not include the costs of any remediation undertaken voluntarily by any party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party.
- 19.3.2. “**Environmental Laws**” will mean any Applicable Law which relates to or otherwise imposes liability, obligation, or standards with respect to pollution or protection of the environment, and the use, generation, migration, storage, removal, treatment, remedy, discharge, release, transportation, disposal, or cleanup of Hazardous Material, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401 - 1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et seq.), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601 - 2629).
- 19.3.3. “**Hazardous Material**” means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Colorado or the United States Government.
- 19.3.4. Indemnification. Grantee will protect, defend, indemnify, and hold harmless Grantor and its Indemnified Party Group from any Environmental Claims that arise out of Grantee’s Operations on the Property or the ownership and operation by Grantee or any member of its Indemnified Party Group of any wells, equipment, fixtures or other property on the Property or any Pipeline or ROW on the Property. This indemnity specifically covers Environmental Claims arising from the completion or fracturing or refracturing of any well drilled by Grantee on the Property or lands pooled or unitized therewith. Grantor will fully protect, defend indemnify and hold harmless Grantee and its Indemnified Party Group from any and all Environmental Claims relating to the Property that arise out of Grantor’s operations on the Property. The indemnities contained in this Section are regardless (except as expressly provided herein) of who may be at fault or otherwise responsible under any other contract, or any statute, rule or theory of law, including but not limited to theories of joint or strict liability, premises liability, and regardless of cause, but excluding gross

negligence or willful misconduct of the indemnified Party or any member of its Indemnified Party Group.

- 19.4. Exclusion from Indemnities. The indemnities of the Parties contained in Sections 19.2 or 19.3 will not cover or include any amounts which the indemnified Party is actually reimbursed by any third party, net of reasonable attorney's fees and costs incurred by the indemnified Party in recovering such amounts. The indemnities in this Agreement will not relieve any party from any obligation to third parties.
- 19.5. Effect of Assignment. The provisions of this Section 19, including the indemnifying Party's indemnification and defense obligations, shall survive the expiration or earlier termination of this Agreement and the assignment by a Party of its interest in the Property to the extent the acts or omissions giving rise to such obligations arose or accrued from that Party's operations or activities occurring prior to such assignment.

20. **Environmental matters.**

- 20.1. Spill or Release. In the case of a release, spill, leak or discharge of Hazardous Material as a result of Grantee's Operations on or in the Property or other lands, Grantee shall take immediate and necessary measures to control the spill or release to the extent possible and shall as soon as possible take all necessary action to remediate the affected area and prevent harm to human health and safety and to the environment, including wildlife, in accordance with applicable Environmental Laws. Grantee shall reimburse Grantor for any penalties and costs and expenses or damages incurred by Grantor or any member of Grantor's Indemnified Party Group as a result of the release spill, leak or discharge. Grantee shall give Grantor prompt notice of any release, spill, leak or discharge in amounts subject to reporting under Applicable Law immediately upon Grantee's discovery thereof.
21. **Inspections.** Upon reasonable advance notice to Grantee, Grantor and its authorized agents and representatives will have access to the OGOAs and will have, at their sole risk and expense, the right to witness and observe all Operations conducted thereon, including the drilling, logging, testing, casing, completing, and plugging and abandonment of any well thereon. If Grantor elects to access the OGOAs, it will abide by Grantee's safety procedures and Grantor must be accompanied by Grantee's designated representative. Grantor will indemnify, defend and save and hold harmless Grantee, its parent, subsidiaries, affiliates, and contractors, and each of their respective directors, officers, employees, agents and representatives from and against any claims and liabilities for damage to property or injury to persons arising out of the acts or omissions of Grantor or its agents or representatives in connection with such inspections.
22. **Assignability.**
- 22.1. Grantee shall not assign or delegate all or any right or obligation of this Agreement without the prior written consent of AH, which shall not be



withheld, conditioned or delayed if to an affiliate but may be contingent on the completion of the Bijou North Development Plan and the King South Development Plan if to a non-affiliate and afterward shall not be unreasonably withheld, conditioned or delayed. Any such assignment of this Agreement by Grantee to a non-affiliate prior to the completion of the Bijou North Development Plan and the King South Development Plan without AH's consent shall void this Agreement. No such consent shall relieve Grantee from liability for obligations arising under this Agreement prior to the date of such approval. Following completion of the Bijou North Development Plan and the King South Development Plan, any such assignment of this Agreement by Grantee to a non-affiliate shall require AH's consent, which shall not be unreasonably conditioned, withheld or delayed. AH shall be conclusively deemed to have consented to such assignment following completion of the Bijou North Development Plan and the King South Development Plan if the proposed transferee is financially, technically and operationally capable of performing Grantee's obligations under this Agreement and has complied with the insurance requirements of Section 26. As a condition to the effectiveness of any such consent by AH to a transfer by Grantee, Grantee shall provide to AH an executed assumption agreement under which the assignee agrees to be subject to and perform the obligations of this Agreement, and no such transfer shall release Grantee from the obligations of this Agreement relating to the interests transferred. Grantee may mortgage, pledge or encumber its rights under this Agreement without AH's consent if appurtenant to a mortgage, pledge or encumbrance of the Leases, the DA, the First DA Amendment and the Second DA Amendment, subject to all the terms and conditions of this Agreement. There shall be no required consent to assign in those cases where Grantee wishes to dispose of its interests by merger, reorganization, consolidation, by sale of all or substantially all of its assets in Adams County, Colorado, or by transfer of its interests to an affiliate, provided that such disposition contains the express assumption of obligations under this Agreement by the assignee or transferee and in the case of transfers to an affiliate is not done with the intent of transferring this Agreement to the control of an unaffiliated third party by conveying control of the assignee following such transfer. This Agreement and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest and assigns, in whole or in part, of AH or Grantee. Notwithstanding the foregoing, no assignment or delegation of rights or obligations under this Agreement shall be effective except as appurtenant to an assignment of interest in the Leases (including the New Section 19/24 Leases) the DA, the First DA Amendment and the Second DA Amendment. No assignment will be effective unless and until the assignee has executed an instrument expressly agreeing to assume all of Grantee's obligations under this Agreement, whether arising before or after the effective date of the assignment, and no such assignment shall relieve Grantee of any obligation hereunder unless AH expressly agrees to such release in writing.

22.2. Transfer of Grantor's Interest in Property.

22.2.1. A transfer of Grantor's interest in this Agreement will only be binding on Grantee if Grantor provides Grantee with:

- written notice and
- Copies of all recorded documents necessary to confirm the assignment.

22.2.2. A transfer of Grantor's interest in the Property will not affect Grantee's obligations under this Agreement or its ability to perform Operations.

23. **Binding Effect.** This Agreement binds and benefits the Parties and their respective permitted successors and assignees. The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors and permitted assigns, and shall run with Grantor's surface estate in the Property and with Grantee's oil and gas leasehold estate in the Property.
24. **Term.** This Agreement will be effective for any OGOA for the period provided in this Agreement for the drilling and completion of wells from such OGOA and so long thereafter as any of the Leases and other leases accessed by wells from such OGOA are active. Termination of this Agreement shall not relieve Grantee from liabilities or obligations incurred during the term of this Agreement prior to such termination.
25. **Force Majeure.** Any time limit for the performance of obligations under this Agreement (including but not limited to the completion of reclamation responsibilities, but excluding the payment of money) shall be extended for the affected obligations for delays due to fire, earthquake, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, acts of terrorism, strike or labor disputes, government laws, rules, regulations, orders, inability to obtain necessary permits (other than as a result of failure to comply with requirements of the issuing governmental authority), shut-downs or delays, and other like casualty or other causes beyond its reasonable control ("**Force Majeure**"); provided, however, that:
- the Party claiming such delay shall give the other Parties prompt written notice of the Force Majeure event with reasonably full particulars concerning the same and thereupon the obligations of the Party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance thereof;
  - the affected Party shall use diligent, reasonable efforts to minimize the duration of any delay; and
  - such responsibilities shall continue, but with an extension of the completion deadline.

Force Majeure will not extend the deadlines in this Agreement for the revision and termination of setbacks as provided in Section 6.2 or the termination of the Tax Abatement Period as provided in Section 15.3 or for the drilling and completion of any wells as provided in Section 7.2 for which Form 2A applications for surface disturbance and Form 2 applications for drilling have not been submitted in complete form with the COGCC by the dates specified in the Bijou North Development Plan and King South Development Plan, respectively. In addition, Force Majeure will not extend any deadline for the drilling and completion of wells as provided in Section 7.2 beyond December 31, 2027.

On and after January 1, 2025, the Platting Restriction and Building Restriction will terminate and the Buffer Area will reduce to any setback acceptable to the City of Aurora. On and after January 1, 2025, prior to commencing, and while conducting, drilling and completion operations within 1,500 feet of an occupied building, Grantee shall install sound walls, sound and light mitigation improvements, fencing, and other screening measures to minimize noise, light, dust and similar nuisance conditions associated with oil and gas drilling and completion operations.

26. **Insurance.**

26.1 **Insurance Requirements.** CPR will maintain during the term of this Agreement:

- 26.1.1 Commercial general liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) for injury or death to any one person per occurrence with an aggregate limit of not less than Two Million Dollars (\$2,000,000.00) and not less than Two Million Dollars (\$2,000,000.00) for property damage per occurrence. Such policies shall include coverage for premises operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, independent contractors and personal injury coverage including coverage for construction, operation and maintenance of pipelines for gathering, transporting or storing natural gas, oil and water;
- 26.1.2 Automobile liability insurance covering owned, non-owned and hired automobiles with a combined single limit for Bodily Injury and Property Damage liability in an amount not less than One Million Dollars (\$1,000,000.00);
- 26.1.3 Operator's extra expense indemnity insurance, with a combined single limit of at least \$2,000,000.00 including coverage for clean-up, seepage, and pollution;
- 26.1.4 Excess umbrella liability policy of at least \$10,000,000.00, which coverage and exclusions shall be identical to the insurance policies required under subparagraphs 26.1.1, 26.1.2, and 26.1.3. above; and

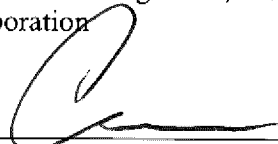
- 26.1.5 Workers' compensation insurance as required by the State of Colorado and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000.00).
- 26.2 Commercial general liability and automobile forms of insurance carried by CPR shall either name Grantor as additional insured or shall include an endorsement for liability on a blanket basis "as required by written contract". No later than 30 days following execution of this Agreement, CPR shall furnish Grantor with applicable certificates of insurance showing the coverage in force in the amounts stated above and providing for thirty (30) days' written Notice to Grantor of any cancellation, substantial modification or termination of said policies.
- 26.3 Waiver and Subrogation: Grantee waives any and all rights to recover against the AH Parties or against the AH Parties' contractors or agents and the officers, directors, employees and agents of each for any loss or damage to Grantee's or its Indemnified Party Group's property or any injury to any member of its Indemnified Party Group arising from any cause which is covered or required to be covered by the insurance required pursuant to this Agreement to the extent of the limits of the applicable policy. Grantee shall cause its insurers and its contractors' insurers to waive such insurers' subrogation rights under the applicable policies as against the beneficiaries of this waiver. Grantee shall ensure that its contractors have adequate insurance commensurate with the nature and scope of their respective goods and services in accordance with prudent industry practice. Neither failure to comply, nor full compliance, with the insurance provisions of this Agreement shall limit or relieve Grantee from its indemnity obligations in accordance with this Agreement. Grantee agrees to maintain all such liability insurance in accordance with the terms of this Section 26 until the termination of this Agreement.
27. **Bond.**
- 27.1. Compliance with Laws. Grantee agrees to promptly purchase and post any and all bonds, supplemental bonds or other security which may be required of it pursuant to Applicable Law.
28. **Conflicts.** In the event of any conflict between this Agreement and the Leases, the terms and provisions of this Agreement will control.
29. **No Third-Party Beneficiaries.** This Agreement does not, and will not be construed to, create any rights in persons or entities not a party to this Agreement.
30. **Dispute Resolution**
- 30.1 This Agreement will be construed under the law of the State of Colorado excluding any conflicts of law, rule or principle that might refer construction of provisions to the law of another jurisdiction.

- 30.2 The Parties agree that the appropriate convenient forum for any disputes between any of the Parties arising out of or relating to this Agreement shall be in the state or federal courts of Colorado, with venue for any state court proceeding in the district court of the City of Aurora, Colorado, and each of the Parties irrevocably submits to the exclusive jurisdiction of such courts solely in respect of any proceeding arising out of or related to this Agreement and agrees that such courts are convenient and appropriate for any disputes arising out of or relating to this Agreement.
- 30.3 THE PARTIES AGREE THAT THEY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT.
31. **Amendments.** This Agreement may only be amended by the written agreement of both parties.
32. **Construction of Agreement.** References made in this Agreement, including use of a pronoun, will be deemed to include where applicable, masculine, feminine, singular or plural, individuals or entities. The word “including” will mean “including, without limitation.” The provisions of this Agreement have been independently, separately and freely negotiated by Grantor and Grantee as if drafted by both. The parties waive any statutory or common law presumption that would serve to have this Agreement construed in favor of or against either of them.
33. **Applicable Law.** This Agreement will be governed by and interpreted in accordance with the laws of Colorado, excluding any choice of law provisions that would refer the matter to the laws of another jurisdiction.
34. **Relationship of Grantor and Grantee.** This Agreement does not create a partnership, joint venture, fiduciary duty, or any other special relationship between Grantor and Grantee.
35. **Severability.** If any provision of this Agreement is illegal, invalid or unenforceable under present or future laws applicable to this Agreement, Grantor and Grantee intend that the remainder of this Agreement will remain in full force and effect so as to fulfill as fully as possible their intent as expressed by the then existing terms of this Agreement, including the invalidated provision.
36. **Will Not Diminish Other Rights.** This Agreement is a clarifying and confirming document and must not be construed as a waiver of any rights Grantee or Grantor has under any other agreement or instrument pertaining to the Property. If it becomes necessary or desirable to utilize locations materially different from those agreed upon due to regulatory requirements or otherwise, the parties will negotiate a modification to this Agreement.

37. **Merger of Prior Agreements.** This Agreement is subject to the DA as amended by the First DA Amendment and the Second DA Amendment. This Agreement, along with the DA, as amended, and other specific agreements referenced in the DA, as amended, contain the sole and entire agreement and understanding of Grantor and Grantee with respect to the matters addressed in this Agreement and shall supersede all prior agreements between Grantor and Grantee with respect to such matters. Without limiting the foregoing, this Agreement replaces and supersedes in its entirety that certain Amended and Restated Surface Use and Damage Agreement dated May 18, 2011 recorded with reception number 2015000103088 in the Adams County Clerk's Office; that certain Amended and Restated Surface Use and Damage Agreement recorded with reception number 2016000001253 in the Adams County Clerk's Office; that certain Amended and Restated Surface Use and Damage Agreement recorded with reception number 2016000001252 in the Adams County Clerk's Office; and, that certain Amended and Restated Surface Use and Damage Agreement recorded with reception number 2016000066962 in the Adams County Clerk's Office. The Original SUA shall remain effective in accordance with its terms until the Effective Date of this Agreement and then is superseded by this Agreement from and after the Effective Date.
38. **Recording.** This Agreement, and any amendment to this Agreement, will be promptly recorded by Grantee, and Grantee shall provide Grantor with a copy showing the recording information as soon as practicable. The Agreement constitutes a covenant running with title to the Property as a burden thereon, for benefit of the parties, and enforceable by the parties and their successors and assigns.
39. **Counterparts.** This Agreement may be executed in two or more original counterparts, all of which together will constitute one and the same Agreement.
40. **Enforcement Costs.** If any Party defaults under this Agreement, the defaulting Party will pay any litigation costs and expenses, including reasonable attorney's fee, incurred by the non-defaulting Party in enforcing this Agreement or in seeking any remedy at law or in equity for such default.
41. **Affiliates.** For purposes of this Agreement, the term "affiliate" is defined as (a) any person or entity that, directly or indirectly, owns the majority of the common equity interest in or controls a Party, (b) each entity that is under common majority equity ownership or control with a Party, and (c) each of a Party's officers, directors (or the functional equivalent) and managers. For the purposes of this definition, "control" of an equity shall mean the possession, directly and indirectly, of the power to direct or cause the direction of its management or policies, with through the ownership of voting securities, by contract, by the delegation of authority or otherwise.

**Signature Pages Follow**

Grantor:  
Aurora Highlands, LLC, a Nevada limited liability company  
By: CGF Management, Inc., a Nevada corporation

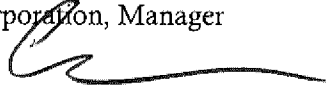


Name: Carlo G. Ferreira  
Title: President  
Date:

Grantee:  
Crestone Peak Resources Operating LLC

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date:

Aurora Tech Center Development LLC,  
A Colorado limited liability company  
BY: CGF Management, Inc., a Nevada corporation, Manager



Date:  
Name: Carlo G. Ferreira  
Title: President

Crestone Peak Resources Watkins Holdings LLC

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date:

Exhibits attached:

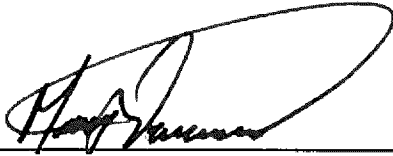
Exhibit A: Property Description  
Exhibit B: List of Leases  
Exhibit C: Current Conceptual Design for ATEC  
Exhibit D: OGOAs, Well Pads and ROWs  
Exhibit E: [Reserved]  
Exhibit F: [Reserved]  
Exhibit G: Minimum Development Standards

Grantor:  
Aurora Highlands, LLC, a Nevada limited liability company  
By: CGF Management, Inc., a Nevada corporation

Grantee:  
Crestone Peak Resources Operating LLC

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Name: Carlo G. Ferreira  
Title: President  
Date:



---


Name: Matt Owens  
Title: COO  
Date: 3/21/23

Aurora Tech Center Development LLC,  
A Colorado limited liability company  
BY: CGF Management, Inc., a Nevada corporation, Manager

Crestone Peak Resources Watkins Holdings LLC

---

Date:  
Name: Carlo G. Ferreira  
Title: President



---

Name: Matt Owens  
Title: Chief Operating Officer  
Date: 3/21/23

Exhibits attached:

Exhibit A: Property Description  
Exhibit B: List of Leases  
Exhibit C: Current Conceptual Design for ATEC  
Exhibit D: OGOAs, Well Pads and ROWs  
Exhibit E: [Reserved]  
Exhibit F: [Reserved]  
Exhibit G: Minimum Development Standards



ACKNOWLEDGMENTS

STATE OF Nevada  
COUNTY OF Clark

This Agreement was acknowledged before me on March 22nd, 2023 by Carlo Ferreira, President of CGF Management, Inc., a Nevada corporation, as Manager of Aurora Highlands, LLC, a Nevada limited liability company, and Aurora Tech Center Development LLC, a Nevada limited liability company.

  
Notary Public, State of Colorado

My commission expires: 7/31/2026

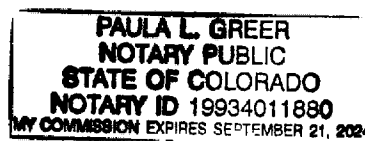


STATE OF Colorado  
COUNTY OF Denver

This Agreement was acknowledged before me on March 21, 2023 by  
Matt Owens, as COO of Crestone Peak Resources Watkins Holding,  
LLC, a Delaware Corporation.

Paula L. Greer  
Notary Public, State of Colorado

My commission expires: 9-21-2024

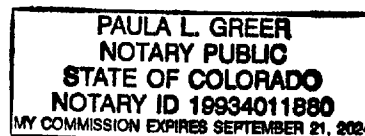


STATE OF Colorado  
COUNTY OF Denver

This Agreement was acknowledged before me on March 21, 2023 by  
Matt Owens, as COO of Crestone Peak Resources Operating, LLC, a  
Delaware Corporation.

Paula L. Greer  
Notary Public, State of Colorado

My commission expires: 9-21-2024



**EXHIBIT A**

**Property**

Township 3 South, Range 65 West, 6<sup>th</sup> P. M.

Section 21: All

Section 28: All

Containing 1208 acres, more or less

Subject to exceptions and restrictions of record.

**EXHIBIT B**

**LEASES**

Existing ConocoPhillips  
Leases

Lessor: Green Valley East, LLC  
Lessee: Anadarko E&P Company, LP  
Lease Date: May 18, 2011  
Recorded: Reception Number 2011000074690, Adams County, CO  
Legal Description: Township 3 South, Range 65 West, 6<sup>th</sup> P.M.  
Section 29: See Ex. A of Lease  
Containing 407.66 acres, more or less

Lessor: GVR King LLC  
Lessee: Anadarko E&P Company, LP  
Lease Date: May 18, 2011  
Recorded: Reception Number 2011000074691, Adams County, CO  
Legal Description: Township 3 South, Range 65 West, 6<sup>th</sup> P.M.  
Section 20: See Ex. A of Lease  
Containing 61.26 acres, more or less

Lessor: GVR King Commercial LLC  
Lessee: Anadarko E&P Company, LP  
Lease Date: May 18, 2011  
Recorded: Reception Number 2011000074693, Adams County, CO  
Legal Description: Township 3 South, Range 65 West, 6<sup>th</sup> P.M.  
Section 21: See Ex. A of Lease  
Section 28: See Ex. A of Lease  
Containing 16.81 acres, more or less

Lessor: SJSA Investments LLC  
Lessee: Anadarko E&P Company, LP  
Lease Date: May 18, 2011  
Recorded: Reception Number 2011000074692, Adams County, CO  
Legal Description: Township 3 South, Range 65 West, 6<sup>th</sup> P.M.  
Section 29: See Ex. A of Lease  
Containing 220.00 acres, more or less

**EXHIBIT B (continued)**

Section 19/24 Leases

Lessor: GVRE 470 LLC  
Lessee: Crestone Peak Resources Watkins Holdings, LLC,  
Lease Date: March 1, 2023  
Recorded: Not yet recorded  
Legal Description: Township 3 South, Range 65 West, 6<sup>th</sup> P.M.  
Section 19: See Ex. A of Lease  
Containing 78.85 acres, more or less

Lessor: Green Valley Aurora LLC  
Lessee: Crestone Peak Resources Watkins Holdings, LLC,  
Lease Date: March 1, 2023  
Recorded: Not yet recorded  
Legal Description: Township 3 South, Range 65 West, 6<sup>th</sup> P.M.  
Section 24: See Ex. A of Lease  
Containing 479.35 acres, more or less

**EXHIBIT C**

**CURRENT CONCEPTUAL DESIGN FOR  
ENERGY AND TECHNOLOGY CENTER**

**(Attached)**



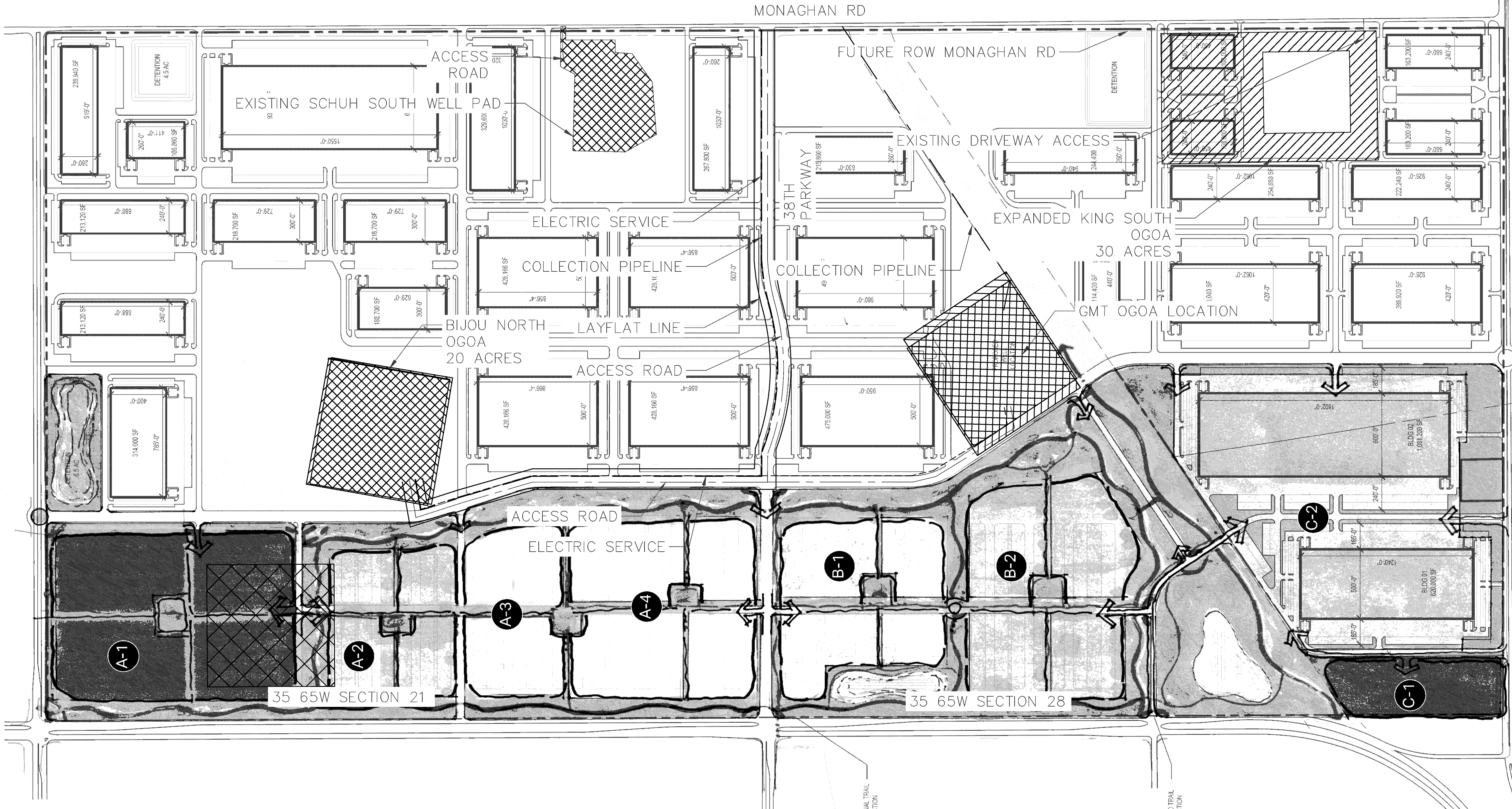
Project Management Initials: \_\_\_\_\_ Designer: \_\_\_\_\_ Checked: \_\_\_\_\_ Approved: \_\_\_\_\_  
ANSI D 22" x 34"

# Exhibit C ATEC

## LEGEND

- PROPOSED OGOA
- EXISTING WELL PAD TO REMAIN
- ACCESS ROAD CL
- COLLECTION PIPELINE
- ELECTRIC SERVICE
- LAYFLAT LINE

PLAN  
SCALE: 1" = 400'  
CL: 5 FT





**EXHIBIT D**

**OGOAS, WELL PADS AND RIGHT OF WAYS**

**(Plats attached)**



**EXHIBIT "D"**

**AMENDED AND RESTATED SURFACE USE  
AGREEMENT - BIJOU NORTH OGOA  
DATE: MARCH 1, 2023  
DESCRIPTION**

A tract or parcel of land, BIJOU NORTH OGOA. containing 871,194 sq. ft. (20.000 acres), more or less, in Section 21, Township 3 South, Range 65 West, of the 6th Principal Meridian, in Adams County, Colorado, said tract or parcel of land being more particularly described as follows:

Commencing at the North quarter corner of Section 28, Township 3 South, Range 65 West, of the Sixth Principal Meridian, (being a found 3.25" aluminum cap in Range box); Thence N. 1°56'31" E., a distance of 2,268.69 feet to the Southeast corner point of said tract or parcel, said point also being the **TRUE POINT OF BEGINNING**;

1. Thence N. 80°18'56" W., a distance of 930.00 feet;
2. Thence N. 9°33'02" E., a distance of 936.77 feet;
3. Thence S. 80°18'56" E., a distance of 930.00 feet;
4. Thence S. 9°33'02" W., a distance of 936.77 feet, more or less, to the **TRUE POINT OF BEGINNING**.

The above described tract or parcel of land contains 871,194 sq. ft. (20.000 acres), more or less, and includes the area of the well pad.

Basis of Bearings: All bearings are based on a grid bearing of N. 89°35'27" W, (a distance of 2,641.10 feet) from the Northeast corner of said Section 28 (being a found 3" brass cap in range box stamped "CITY OF AURORA LS 13327 (2001)") and the North ¼ corner of said Section 28 (being a found 3.25" aluminum cap in range box stamped "AZTEC CONSULTANTS INC LS 35680 (2006)"), both of which are located in Township 3 South, Range 65 West, of the Sixth Principal Meridian, Adams County, Colorado.

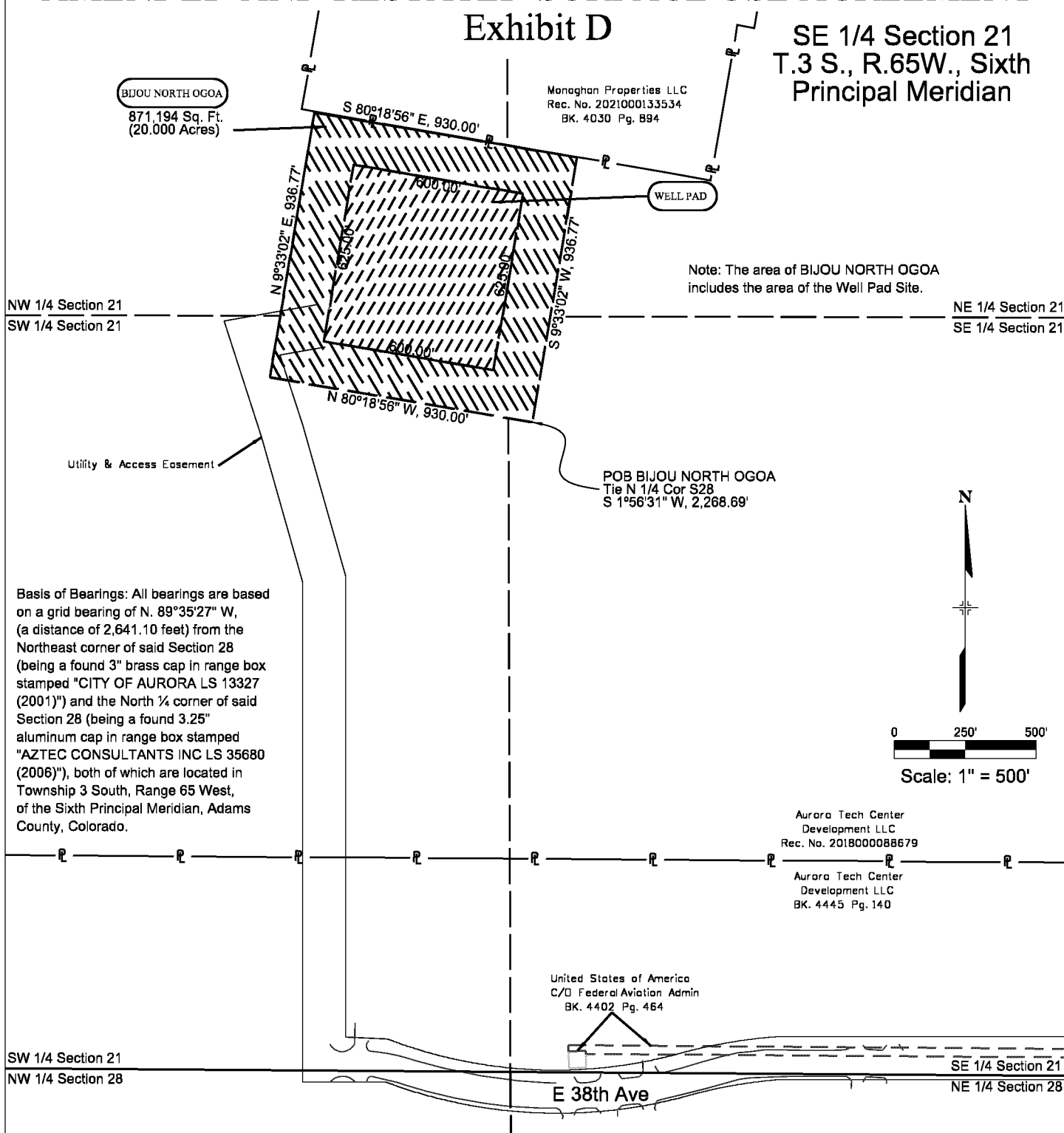
The above Basis of Bearings was developed using the aliquot corners listed on the Survey Control Diagram for the Aurora Highlands prepared by Aztec Consultants, Inc. and dated May 10, 2019. This legal description was developed using the base drawing "40409\_V\_SITE\_PROP-01-02012022.dgn", and the OGOA limits as shown in the drawing "Hatch Shapes EX-9.dwg". AECOM did not perform any survey field work in the creation of this legal description, the basis of bearings and any subsequent data derived there from.

Prepared by:  
Stan Vermilyea P.L.S 25381  
For and on behalf of AECOM  
7595 Technology Way  
Denver, CO, 80237

# AMENDED AND RESTATED SURFACE USE AGREEMENT

## Exhibit D

SE 1/4 Section 21  
T.3 S., R.65W., Sixth  
Principal Meridian



Note: This exhibit does not represent a monumented land survey.  
It is intended to depict the general area and for information purposes only.

AECOM JN: 60663987

DRAWN BY: CBS

DATE: 3-1-2023

SCALE:

1"=500'

**AECOM**

7595 TECHNOLOGY WAY,  
DENVER, CO 80237  
(303) 694-2770  
FAX (303) 694-3946

## Exhibit D BIJOU NORTH OGEOA

TITLE:

OIL AND GAS PADS

REVISION:

N/A

DRAWING NO.

63987Surv\_BIJOU-NORTH-OGEOA\_EX.dgn

SHEET NO.

1 of 2

**EXHIBIT "D"**

**AMENDED AND RESTATED SURFACE USE  
AGREEMENT - KING SOUTH OGOA  
DATE: MARCH 1, 2023  
DESCRIPTION**

A tract or parcel of land, KING SOUTH OGOA, containing 1,306,804 sq. ft. (30.000 acres), more or less, in the Southeast quarter of Section 28, Township 3 South, Range 65 West, of the 6th Principal Meridian, in Adams County, Colorado, said tract or parcel of land being more particularly described as follows:

Commencing at the East quarter corner of Section 28, Township 3 South, Range 65 West, of the Sixth Principal Meridian, (being a found 3.25" aluminum cap in Range box); Thence S. 20°36'17" W., a distance of 179.83 feet to the Northeast corner point of said tract or parcel, said point also being the **TRUE POINT OF BEGINNING**;

1. Thence S. 0°40'34" E., a distance of 1,381.40 feet;
2. Thence S. 89°19'26" W., a distance of 946.00 feet;
3. Thence N. 0°40'34" W., a distance of 1,381.40 feet;
4. Thence N. 89°19'26" E., a distance of 946.00 feet, more or less, to the **TRUE POINT OF BEGINNING**.

The above described tract or parcel of land contains 1,306,804 sq. ft. (30.000 acres), more or less, and includes the area of the extended well pad as well as the area of the existing King Pad F as described in the surface use agreement completed by HR Green on October 2018, said a tract or parcel of land being more particularly described as follows:

Commencing at the East quarter corner of Section 28, Township 3 South, Range 65 West, of the Sixth Principal Meridian, (being a found 3.25" aluminum cap in Range box); Thence S. 12°23'09" W., a distance of 928.36 feet to the Northeast corner point of said tract or parcel, said point also being the **TRUE POINT OF BEGINNING**;

1. Thence S. 0°40'34" E., a distance of 624.00 feet;
2. Thence S. 89°19'26" W., a distance of 600.00 feet;
3. Thence N. 0°40'34" W., a distance of 624.00 feet;
4. Thence N. 89°19'26" E., a distance of 600.00 feet, more or less, to the **TRUE POINT OF BEGINNING**.

The above described tract or parcel of land contains 374,400 sq. ft. (8.595 acres) more or less, and includes the area of the existing King Pad F.

Basis of Bearings: All bearings are based on a grid bearing of S. 0°41'12" E, (a distance of 2,648.99 feet) from the Northeast corner of said Section 28 (being a found 3" brass cap in range box stamped "CITY OF AURORA LS 13327 (2001)") and the East ¼ corner of said Section 28 (being a found 3.25" aluminum cap in range box), both of which are located in Township 3 South, Range 65 West, of the Sixth Principal Meridian, Adams County, Colorado.

The above Basis of Bearings was developed using the aliquot corners listed on the Survey Control Diagram for the Aurora Highlands prepared by Aztec Consultants, Inc. and dated May 10, 2019. This legal description was developed using the base drawing "40409\_V\_SITE\_PROP-01-02012022.dgn", and the OGOA limits as shown in the drawing "Hatch Shapes EX-9.dwg". AECOM did not perform any survey field work in the creation of this legal description, the basis of bearings and any subsequent data derived there from.

Prepared by:  
Stan Vermilyea P.L.S 25381  
For and on behalf of AECOM  
7595 Technology Way  
Denver, CO, 80237

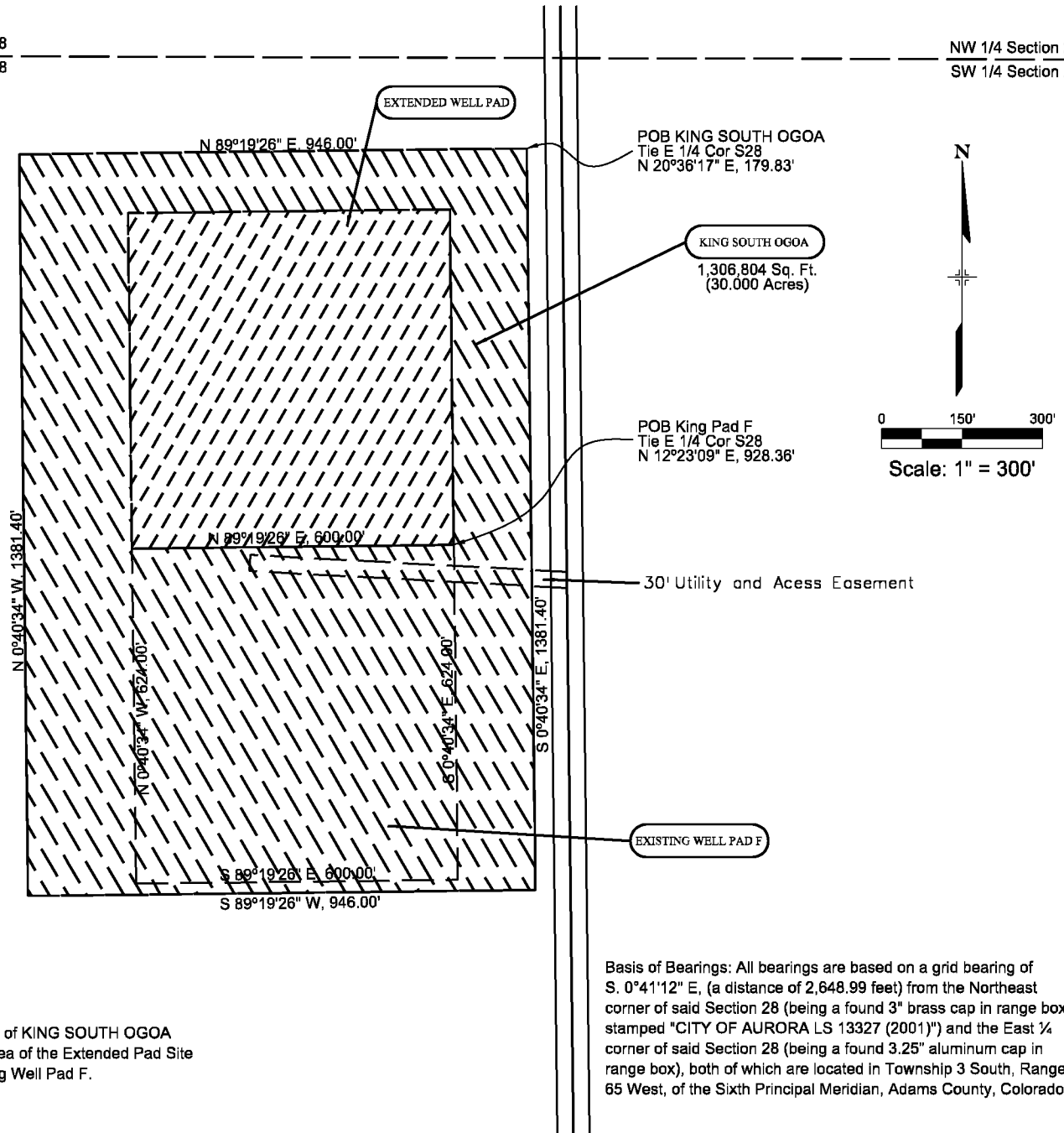
# AMENDED AND RESTATED SURFACE USE AGREEMENT

## Exhibit D

SE 1/4 Section 28  
T.3 S., R.65W., Sixth Principal Meridian

NE 1/4 Section 28  
SE 1/4 Section 28

NW 1/4 Section 27  
SW 1/4 Section 27



Note: This exhibit does not represent a monumented land survey.  
It is intended to depict the general area and for information purposes only.

AECOM JN: 60663987

DRAWN BY: CBS

DATE: 3-1-2023

SCALE:

1"=300'

# AECOM

7595 TECHNOLOGY WAY,  
DENVER, CO 80237  
(303) 694-2770  
FAX (303) 694-3946

## Exhibit D

### KING SOUTH OGOA

TITLE:

### OIL AND GAS PADS

REVISION:

N/A

DRAWING NO.

63987Surv\_KING-SOUTH-OGOA\_EX.dgn

SHEET NO.

1 of 3

**EXHIBIT "D"**

**AMENDED AND RESTATED SURFACE USE  
AGREEMENT – SCHUH SOUTH OGOA  
DATE: MARCH 1, 2023**

**DESCRIPTION ATTACHED**





### NOTES

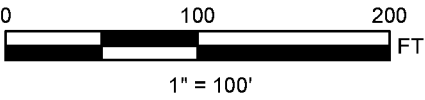

\*\*UPDATED AERIAL IMAGERY COLLECTED BY RPG RESOURCES BY USE OF UAV IN DECEMBER 2022\*\*

AREA INSIDE FENCE: 8.55 ACRES

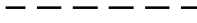
FIELD OBSERVED DISTURBED AREA: 8.22 ACRES

PERMITTED INT. RECLAMATION AREA: 3.68 ACRES


ACTUAL INT. RECLAMATION AREA: 3.33 ACRES



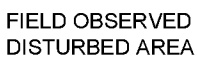
### LEGEND




ACCESS ROAD




FENCE LINE



FIELD OBSERVED DISTURBED AREA



ACTUAL INTERIM RECLAMATION PAD EDGE

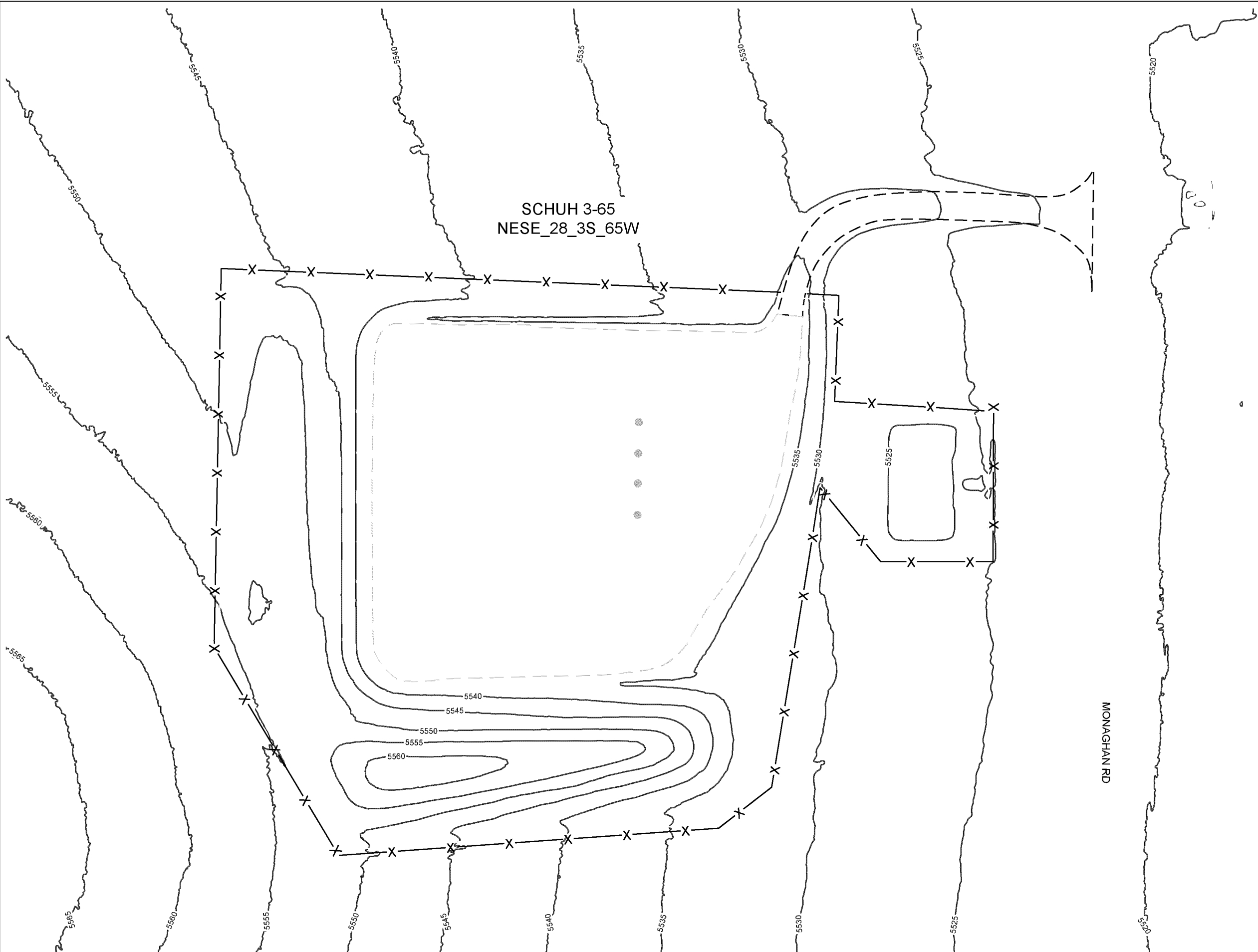


WELL HEAD



SCHUH 3-65 21-20 INTERIM RECLAMATION EXHIBITS	
SECTION 28, TOWNSHIP 3 S, RANGE 65 W, WELD COUNTY, COLORADO	
SHEET NAME:	SHEET NO.
PAD AERIAL	1 OF 2





### NOTES


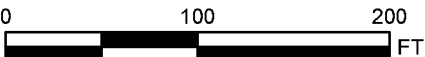
\*\*UPDATED AERIAL IMAGERY COLLECTED BY RPG RESOURCES BY USE OF UAV IN DECEMBER 2022\*\*

AREA INSIDE FENCE: 8.55 ACRES



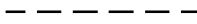




FIELD OBSERVED DISTURBED AREA: 8.22 ACRES


PERMITTED INT. RECLAMATION AREA: 3.68 ACRES

ACTUAL INT. RECLAMATION AREA: 3.33 ACRES

  
  
1" = 100'

### LEGEND

	MAJOR CONTOUR
	MINOR CONTOUR
	ACCESS ROAD
	FENCE LINE
	FIELD OBSERVED DISTURBED AREA
	ACTUAL INTERIM RECLAMATION AREA
	WELL HEAD



## RPG RESOURCES

**SCHUH 3-65 21-20**  
**INTERIM RECLAMATION EXHIBITS**

SHEET NAME:	SHEET NO.
PAD TOPO	2 OF 2



**EXHIBIT E**

**[RESERVED]**

**EXHIBIT F**

**[RESERVED]**

## EXHIBIT G

### MINIMUM DEVELOPMENT STANDARDS

The following standards do not waive or modify any other standard imposed by Applicable Law. In the event of a direct conflict between these standards and Applicable Law, the provisions of Applicable Law will prevail. If these standards and provisions of Applicable Law can be construed to be supplementary rather than conflicting, the provision setting forth the stricter standard will prevail.

1. Production-site Containment:

(a) All permanent production facilities will be located within a containment berm designed and constructed in compliance with applicable rules of the COGCC. Grantee shall use steel rim berms or other technology that will contain fluids and other material instead of sand or soil berms. Subject to Grantee's determination that its operations will not be rendered unsafe or materially impaired, Grantor may request that, in lieu of a containment berm, Grantee's surface equipment be located in an excavated containment basin to fulfill COGCC safety requirements and to reduce the apparent height of production facilities; provided, however, that: (a) if construction of a basin is more expensive than containment methods customarily utilized by Grantee in similar projects, Grantor will pay the additional cost of constructing the basin in a manner consistent with the adjustment of elevation ; and (b) Grantor will allow for appropriate drainage of the containment basin to avoid flooding and as required for permitting.

(b) Grantee shall use closed-loop systems for drilling and completion operations.

(c) There shall be no "pits" or disposal of oilfield waste on the Property.

2. Visual Impacts and Aesthetics:

(a) To the extent reasonably practicable, a Well Pad and production-site will be located to avoid hilltops and ridges to prevent the appearance of pump jack and accessory equipment profiles on the horizon.

(b) To the extent reasonably practicable, facilities will be located at the base of slopes to provide background of topography and natural cover.

(c) Electrical lines servicing pumping and accessory equipment will be installed below ground only.

(d) Lighting within the OGOAs shall be limited to that reasonably necessary to illuminate areas for ongoing night-time operations, safety and security. Site lighting shall be directed downward and inward and shielded so as to avoid glare on public roads and building units. During drilling operations, only those lights essential for operations and safety shall be utilized. No illumination for purpose of advertising or identification of the drill rig owner, operator, or service

provider shall be allowed. Up-lighting shall be minimized.

(e) Permanent production equipment will not exceed 16 feet in height, provided that the following items of equipment shall not exceed 37' in height:

- Combustor
- Flare
- Vapor Recovery Tower (VRT)
- Production Unit
- Compressor
- Communications Tower
- Pumping Unit

3. Landscaping:

(a) To the extent reasonably feasible, existing trees, landforms or other natural screening of well and production sites will be retained and integrated into facility design. The landscaping plan and color of fencing will be subject to Grantor's approval.

(b) During excavation, topsoil will be stripped and stored on-site until required for reseeding at time of reclamation

(c) Other excess excavation material, if any, will be contoured into a berm to help provide visual screening for Grantee's facilities or, if so requested by Grantor, will be stockpiled on-site for use by Grantor pursuant to subsection (f) below.

(d) After commencement of production operations, all excavation slopes will be spread with topsoil and planted with grasses, plants, or shrubs for the purposes of adequate erosion control.

(e) Grantor will retain the right to utilize the portion of the OGOA reclaimed after the drilling and completion of wells (including the installation of additional landscaping and associated irrigation or other landscaping improvements) in accordance with the Agreement. Grantee will not be liable for destruction of or damage to any landscaping and improvements installed by Grantor if such destruction or damage is the result of Grantee's oil and gas operations on the Property, provided that such operations are conducted in accordance with the terms of the Agreement.

4. Noise reduction for drilling and completion. In addition, at all times Grantee shall install all noise mitigation measures as required by Applicable Law.