

**EASEMENT, RIGHT OF WAY, AND SURFACE USE AGREEMENT**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged this Easement, Right of Way, and Surface Use Agreement ("**Agreement**") is entered into and effective this 5<sup>th</sup> day of December, 2023 by and between Crestone Peak Resources Holdings LLC whose address is 555 17<sup>th</sup> Street Suite 3700 Denver, Colorado 80202 (referred to as "**Owner**"), and Extraction Oil & Gas Inc. a Delaware corporation ("**Operator**"), with offices at 555 17<sup>th</sup> Street, Suite 3700, Denver, Colorado 80202. In this Agreement, Owner and Operator sometimes are referred to individually as a "**Party**" or collectively as the "**Parties**."

WITNESSETH:

For and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **OWNERSHIP**. Owner represents and warrants that it owns the surface of certain lands located in Weld County, Colorado, identified as follows:

**Township 1 North, Range 68 West of the 6<sup>th</sup> P.M.:**  
Section 21: Part of the E2  
as further described on Exhibit "A" attached hereto  
(the "**Property**").

Operator, or its affiliates, owns a working interest, leasehold interest, or other interests under certain oil and gas leases covering all or portions lands under, adjacent, and/or nearby (the "**Lease**," or collectively, the "**Leases**") which will be drilled, developed, and/or produced from the OGOA (as defined below) on the Property.

2. **OIL AND GAS OPERATIONS ON THE PROPERTY**.

A. Operator desires to drill, complete, operate, produce and maintain oil or gas wells (collectively, the "**Wells**") on a portion of the Property, the subsurface locations of which may be under lands other than the Property. The surface location of the Wells shall be limited to that portion of the Property herein defined as the Oil and Gas Operations Area, as depicted on Exhibit "B" attached hereto (the "**Oil and Gas Operations Area**" or "**OGOA**"). In order for Operator, its agents, consultants, successors or assigns to explore, permit, survey, obtain consents and waivers, develop, drill, construct, complete, recomplete, produce, maintain, rework, equip, deepen, stimulate, re-stimulate, assess, evaluate, inspect, test, update, upgrade, operate, secure, and transport production from the Wells and all facilities associated therewith including, but not limited to, access roads ("**Access Roads**"), pipelines, infrastructure, equipment, surface appurtenances and production facilities including but not limited to emission control devices, vapor recovery towers, vapor recovery units, flowlines, gathering lines, transmission lines, temporary above ground water lines, temporary above ground completion fluid pipelines, gas lift lines, meters and housing, separators, pumping units, equipment for artificial lift, tank batteries, MLVTs, LACT units, electrical lines, utility lines and any other facilities or property necessary for Operator to conduct operations on the Wells (each a "**Facility**," collectively, the "**Facilities**"), Owner recognizes it is necessary that Operator, its agents, consultants, successors or assigns enter and utilize all or a portion of the Oil and Gas Operations Area in order to operate and maintain the Wells and Facilities. Owner and Operator desire to mitigate any surface damage to the Property and to set forth their agreements with respect to future operations on the Property,

to accommodate operations and development of the surface, and to provide for cooperation between the Parties and the mutual enjoyment of the Parties' respective rights in and to the Property. This Agreement sets forth the Parties' rights and obligations regarding the development and use of the Property by Owner and operations conducted by Operator. Notwithstanding anything to the contrary in this Agreement, Operator's use of the Property shall be limited to the Oil and Gas Operations Area, which includes the location of the Wells and the Facilities, and the Access Roads to, from, and across the Oil and Gas Operations Area, all of which are depicted on Exhibit "B," attached hereto, and any such gathering lines, pipelines and flowlines as needed to produce, market, transport, and/or sell production from the Wells that may be located outside of the OGOA as necessary for Operator's operations.

**3. SURFACE EASEMENT AND RIGHT-OF-WAY; SUBSURFACE EASEMENT.**

A. Owner acknowledges and understands that Operator holds certain leasehold rights under the Leases, and certain easements and rights-of ways.

B. Owner hereby grants, assigns, and conveys to Operator, its successors and assigns and each of their agents, employees, contractors and subcontractors, an exclusive right to enter upon and utilize the Oil and Gas Operations Area for the following purposes: drilling, completing, operating, securing, producing, evaluating, deepening, reworking, equipping, maintaining, plugging and abandoning of Wells, and locating, constructing, trenching, operating, maintaining, repairing, altering, replacing and removing the Facilities and all necessary appurtenant facilities, pipelines, gathering lines, flowlines, and other purposes specified in this Agreement. Such grant of easement shall extend across the Property, upon those locations mutually-agreed upon herein, in order to construct, use and maintain Access Roads providing for OGOA ingress and egress.

C. Owner hereby grants, assigns, and conveys to Operator the right to drill, complete, operate, and maintain Wells on the Oil and Gas Operations Area that produce oil, natural gas, produced liquids, and associated hydrocarbons from lands other than the lands underlying the OGOA.

D. Owner hereby grants, assigns, and conveys to Operator a subsurface easement through the Property for the purpose of drilling, completing, operating, re-stimulating, reworking and maintaining oil and gas wells that may produce and drain oil, natural gas, produced liquids and associated hydrocarbons from lands other than those lands underlying the Oil and Gas Operations Area and lands pooled therewith to the extent allowed under the Leases.

E. Owner further grants, assigns, and conveys to Operator, its successors and assigns and each of their agents, employees, contractors and subcontractors, the right to gather to the Oil and Gas Operations Area and transport from the Oil and Gas Operations Area oil, natural gas, produced liquids and associated hydrocarbons produced from the OGOA, lands other than the OGOA and to transfer or assign such rights to a third party gatherer.

**4. LOCATION/OIL AND GAS OPERATIONS AREA.**

Notwithstanding changes to the boundaries of the Oil and Gas Operations Area, which shall be mutually-agreed upon by the Parties, the Operator may make changes within the Oil and Gas Operations Area without the written consent of Owner, provided that such changes will not unduly interfere with Owner's existing or anticipated use of the Property. This Agreement does not in any way limit the rights of Operator to drill future additional Wells with associated Facilities and Access Roads on the Oil and Gas Operations Area or to exercise all rights consistent with its mineral ownership or Lease rights.

**5. CONDUCT OF OPERATIONS.**

Operator's operations on the Oil and Gas Operations Area will be conducted pursuant to the terms of the Leases, this Agreement, the rules and regulations of the Colorado Energy & Carbon Management Commission ("ECMC"), and all applicable laws, statutes, rules, regulations, ordinances and similar items, including without limitation all applicable Colorado statutes and case law, and any applicable federal statutes and case law. This Agreement does not create in Owner a private right to enforce the rules and regulations of the ECMC.

**6. ADDITIONAL SURFACE USE PROVISIONS, ACCESS ROADS, AND FACILITIES.**

With respect to its operations on the Oil and Gas Operations Area, Operator and Owner will comply with the following provisions:

**A. Access Roads:**

(i) Owner shall provide Operator with continuous access to the Oil and Gas Operations Area, Wells, Facilities and all associated oil and gas operations, equipment and areas associated therewith.

(ii) Operator will maintain all Access Roads in good repair and condition, and in accordance with ECMC regulations, state laws, and other applicable regulatory or statutory frameworks. The surface of all roadways constructed by Operator pursuant to the operations contemplated in this Agreement, including without limitation Access Roads, shall be made of compacted gravel and shall not exceed 24 feet (24') in width for traveled surface. Operator shall control dust from all roadways through the application of an appropriate dust suppressant.

**B. Surface Restoration:**

(i) Upon permanent cessation of Operator's operations on the Oil and Gas Operations Area, all areas thereof occupied or utilized by Operator will be restored by Operator to their condition immediately prior to operations as nearly as is reasonably practicable, and according to ECMC regulation and other applicable rules, laws, and regulations.

**C. Power Lines:**

Any buried or overhead power lines constructed on the Property shall be constructed and maintained to the following specifications:

(i) Operator will consult with Owner and with the independent power company supplying power to Operator with respect to the location of overhead power lines prior to construction and installation upon the Property, and shall obtain Owner's written consent for such locations which consent shall not be withheld. Overhead power lines will be constructed so as to cause the least interference reasonably possible with Owner's visual landscape and Owner's existing and planned future uses of the Property, and, to the maximum extent reasonably possible, overhead power lines will be constructed along fence lines or property lines. Operator agrees that it will not construct overhead power lines that will interfere with irrigation in those portions of the Property which are developed or are

being irrigated or cultivated or which may, in the future, be developed or irrigated or cultivated or which are fallow as part of a crop rotation or management program.

(ii) Buried power lines shall be installed at least 48 inches (48'') below the surface of the ground, and shall be constructed in such a manner to safely permit Owner to construct roads and utilities over such power line in such locations as may be designated by Owner.

**D. Other:**

(i) Operator will install culverts on or surrounding the Oil and Gas Operations Area that may be necessary to maintain drainage and irrigation in a manner equivalent to conditions that existed immediately prior to operations, as nearly as is reasonably practicable.

(ii) If, by reason of the negligence of the operator in the conduct of its operations, there is damage to personal property of the Owner caused by Operator, including, but not limited to, irrigation wells, fences, culverts, bridges, pipelines, ditches, or irrigation systems, and for which Owner has not been previously compensated under this Agreement, Operator will repair or replace such items after consultation with and to the reasonable satisfaction of the Owner. Owner will notify Operator of any items damaged after the Wells have been drilled and completed and Operator will repair or replace such items within 60 days of notice, unless otherwise agreed to by the Owner and Operator.

(iii) Operator agrees that all trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the Oil and Gas Operations Area that are not necessary for continued operations of the Wells will be removed and disposed away from the OGOA no later than 30 days after the completion of the Wells. No such items will be burned or buried on the OGOA.

(iv) During drilling operations, the Well sites and any other dangerous areas shall be fenced by the Operator, upon request by the Owner. Additionally, the Oil and Gas Operations Area shall at all times be kept free and clear of all noxious weeds, unsightly growth, trash and spilled hydrocarbons during drilling operations and after completion and production.

(v) Operator shall not permit the release or discharge of any toxic or hazardous chemicals or wastes on the Property. Any spill of oil, grease, solvents, chemicals, or hazardous substances on the Oil and Gas Operations Area or the Property which are reportable to regulatory authorities under applicable law or regulations shall be reported to Owner by telephone or e-mail.

(vi) All surface facilities not subject to safety requirements shall be painted to blend with the natural color of the landscape.

(vii) Operator shall conduct operations and activities on the Property and the Oil and Gas Operations Area in accordance with, and shall strictly comply with all existing local, state, and federal laws, rules, and regulations. Operator shall also obtain any permit, consent, license, or other authorization required by law or by any governmental authority having jurisdiction.

(viii) With respect to any water produced from Wells drilled on the Oil and Gas Operations Area in connection with the production of oil, gas, or other hydrocarbons, Operator agrees to reinject produced water or haul the same away from the OGOA and properly dispose of such produced water. Operator shall not construct evaporation pits for produced water, but may have a small “emergency pit” during drilling, completion, or reworking operations for produced water purposes.

(ix) Owner shall approve, execute, and/or consent to any permit required by the County or other municipality required in order for Operator to conduct the oil and gas operations contemplated in this Agreement.

#### **7. DEFAULT AND RIGHT TO CURE.**

In the event of alleged default by Operator in the payment of any amount, in its obligations to be performed, or any other terms, conditions or covenants of this Agreement, Owner will notify Operator, by certified mail, return receipt requested, of the alleged default. Operator will have 60 days from receipt of the written notification in which to dispute or otherwise respond to the notification before Owner may pursue other remedies of the alleged default. If Operator cures the alleged default within 60 days of Owner’s notice, or if the alleged default is of a nature that cannot be cured within 60 days, then if Operator commences curing the alleged default within that 60-day period and diligently pursues such cure, then no default shall be deemed to have occurred.

Except as otherwise agreed in writing, no waiver by Owner of any breach by the Operator of any of its obligations, agreements, or covenants hereunder will be deemed to be a waiver of any subsequent or continuing breach of the same, nor will any forbearance by Owner to seek a remedy for any breach by the Operator be deemed to be a waiver by Owner of its rights or remedies with respect to such breach.

Any damages awarded to either party under this Agreement shall be limited to only the actual damages incurred by such party, and neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages in tort or in contract, or under any legal theory, and all such damages are hereby excluded and waived by the Parties and the exercise of the rights of any party hereunder.

#### **8. INDEMNITY/RELEASE.**

Except as to claims arising out of pollution or environmental damage (which claims are governed as provided below) or out of other provisions of this Agreement (which claims shall be governed by the terms of this Agreement), each Party shall 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 each such Party’s ownership or operations or activities on the Property and the Oil and Gas Operations Area, no matter when asserted, subject to applicable statutes of limitations. Each such Party shall release, defend, indemnify and hold the other Parties, their officers, directors, employees, agents and contractors, successors and assigns, harmless against all such Claims. This provision does not, and shall not be construed to, create any rights in 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. Notwithstanding anything in this Agreement to the contrary, Operator shall compensate Owner for any and all actual damages which Owner sustains because Operator did not act as a reasonable and prudent operator. Upon the assignment or conveyance of a Party’s entire interest in the Agreement, that Party shall be released from its indemnification provided above, for all actions or occurrences including all Environmental Claims happening after such assignment or conveyance.

The foregoing shall not apply to any environmental matters, which shall be governed exclusively by the following:

“Environmental Claims” shall mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on or ownership of the OGOA or ownership of the Leases, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to any Claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material. Environmental Claims shall 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;

“Environmental Laws” shall mean any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, 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); and

Operator shall protect, indemnify, and hold harmless Owner from any Environmental Claims relating to the Property, including the Oil and Gas Operations Area or the Leases that arise out of Operator’s ownership and operation on the OGOA and its operation of any pipeline or Access Roads on the OGOA. Owner shall fully protect, defend, indemnify and hold harmless Operator from any and all Environmental Claims relating to the Property that arise out of Owner’s operations on the Property. This indemnity specifically covers the completion or fracturing or refracturing of any well drilled by Operator on the OGOA.

The indemnities of the Parties herein shall not cover or include any amounts which the indemnified Party is actually reimbursed by any third party. The indemnities in this Agreement shall not relieve any Party from any obligations to third parties.

To the maximum extent permitted by law, Operator releases and waives and discharges Owner and, if applicable, Owner’s officers, directors, employees, agents, successors, and assigns from any and all liability for personal injury, death, property damage, or otherwise arising out of Operator’s or its agents’ operations under this Agreement or Operator’s use of the Oil and Gas Operations Area, unless such injury, death, or property damage is the result of Owner’s grossly negligent or intentional acts or omissions or those of its members, officers, directors, employees, agents, successors, and assigns.

**9. WAIVER OF ECMC NOTICES AND OTHER REGULATORY MATTERS.**

A. Owner hereby waives the following notices and consultations:

- i. Rule 303.e.(1)A: Notice of Completeness Determination (OGDP) to Mineral Owners;
- ii. Rule 303.e.(1)B: Notice of Completeness Determination (OGDP) to Surface Owners;
- iii. Rule 309.b: Consultation – Surface Owners;
- iv. Rule 309.c: Consultation – Building Unit Owners and Tenants;
- v. Rule 401.c: Location of Well Completions – Exception Locations;
- vi. Rule 412.a: Statutory Notice to Surface Owners;

- vii. Rule 412.a(4) and Rule 312.e: Notice of Subsequent Operations;
- viii. Rule 412.a.(5): Notice During Irrigation Season;
- ix. Rule 412.a.(6): Final Reclamation Notice;
- x. Rule 412.b.(1): Move-in, Rig-Up Notice; and
- xi. Any other notice or consultation requirements of the ECMC, Adams County, Colorado, City or County of Denver, Colorado, City of Aurora, Colorado, or any other governmental body.

B. Owner shall not object or protest any Application for Permit to Drill (Form 2) and Oil and Gas Location Assessment (Form 2A) filed by Operator with the ECMC.

C. Owner hereby waives any right granted by ECMC rule to comment on the Form 2A, to request an extension of the comment period, to request an onsite inspection pursuant to ECMC policy, and to appeal the approval and issuance of the Form 2A, and any related Form 2.

D. Owner shall not oppose Operator, its agents, consultants, attorneys, successors and assigns in any ECMC or other administrative or governmental proceedings related to Operator's operations, including but not limited to permitting, formation of drilling units, well spacing, well density, pooling, drilling, completion, stimulation, re-stimulation, workovers, deepening and recompleting, provided that Operator's position and contemplated undertakings in such proceedings are consistent with this Agreement. Owner will provide Operator, its agents, consultants, attorneys, successors and assigns with any and all written support they may reasonably require to obtain permits from the ECMC or other applicable governmental body.

E. Owner understands and acknowledges that the ECMC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units, occupied buildings, and surface property lines, among other things. Owner hereby waives its right to object to the location of any Well, Access Roads and Facilities on the basis of setback requirements in the rules and regulations of the ECMC, including, but not limited to, the 150 foot setback from surface property lines and other requirements of rules 603.a.(2), and 604.a, except that the Parties intend to rely upon one or more exceptions of rule 604.b of the rules and regulations of the ECMC relating to property lines and urban mitigation areas or designated outside activity areas, as those terms may change or be defined and amended from time to time. For the operations contemplated by this Agreement, to the extent permitted by law, Owner hereby waives the Exception Zone, Buffer Zone, Urban Mitigation Area, and High Occupancy Building setback distances, as required by ECMC rules and regulations.

F. Owner grants consent to locate the Wells greater than 50 feet from an existing well pursuant to ECMC Rule 318A.c. To the extent permitted by law, Owner grants consent to locate Wells outside of the GWA windows as defined in ECMC Rule 318A.a.

G. Owner understands that Operator may provide a copy of this Agreement to the ECMC in order to obtain a waiver, exception location, or variance from the ECMC rules or from a local jurisdiction.

H. Upon request, and subject to any obligations or agreements regarding confidentiality, Owner shall provide timely executed consents, waivers, variances, documentation, agreements, plan sets, and any other such instruments necessary for Operator or preferred by Operator to obtain local, county, or ECMC permits, which may include, but is not limited to, the ECMC's Request for Informed Consent and the Weld County Oil & Gas Location Assessment.

**10. NO INCLUSION IN DISTRICTS.**

Unless Owner obtains the prior written consent of Operator, which consent Operator may withhold, condition, or delay in Operator's sole and absolute discretion, Owner shall not, shall not consent to, and shall use best efforts to oppose all attempts to: (a) create any District that would include the Oil and Gas Operations Area within such District's boundaries or jurisdiction; (b) include the Oil and Gas Operations Area within the boundaries or jurisdiction of any existing District of which it is not currently a part; (c) impose or increase any mill levy or other tax, fee, or other charge of any District upon the Oil and Gas Operations Area; or (d) implement any new covenants, conditions, rules, regulations, review or approval processes, design or architectural standards, zoning, overlays, entitlements, matters of record, master plans, comprehensive plans, or other restrictions on the Oil and Gas Operations Area.

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.

#### 11. **NOTICES.**

Subject to the terms, conditions, and covenants of this Agreement written Notice by either Party will be promptly served to the other Party by United States mail, postage prepaid and addressed to either Party, or to such other place as either Party may from time to time designate by notice to the other, at the following addresses:

**Owner**

Crestone Peak Resources  
555 17<sup>th</sup> St. Suite 3700  
Denver, CO 80202  
Attn: DJ Surface Land

**Operator**

Extraction Oil & Gas  
555 17<sup>th</sup> Street, Suite 3700  
Denver, CO 80202  
Attn: DJ Surface Land

Owner agrees to notify any surface tenant or other third party that may be affected by Operator's operations on the Property and Owner may allocate the payments made hereunder with such surface tenant as mutually agreed upon between themselves. Neither this Agreement nor any operations arising hereunder shall create any rights, obligations or liability between Operator and such third parties.

#### 12. **BINDING EFFECT.**

The terms, conditions, covenants, and provisions of this Agreement will inure to the benefit of and will be binding upon the Parties hereto, their respective heirs, agents, representatives, successors or assigns.

#### 13. **RECORDING.**

The Parties agree Operator may record this Agreement in the real estate records of the county in which the Property is located.

14. **ENTIRE AGREEMENT.**

Except for the Letter Agreement of even date herewith, this Agreement contains the entire agreement between the Parties concerning the subject matter referred to herein. This Agreement may not be modified orally or in any other manner other than by written agreement signed by each of the Parties or their successors or assigns.

15. **REASONABLE ACCOMMODATION.**

Owner acknowledges uses and operations upon the Oil and Gas Operations Area by Operator under this Agreement are in full satisfaction of the requirement that Operator conduct its oil and gas operations in a manner that accommodates Owner. Owner further acknowledges Operator's uses of and operations upon the OGOA as provided herein constitute "Reasonable Accommodation" by Operator, its agents, consultants, successors and assigns as provided for under Colorado Revised Statute 34-60-127.

16. **ADVICE TO TENANTS.**

Owner agrees to contact any and all tenants of the Property or any other third parties utilizing the surface of the Property that may be affected by Operator's activities thereupon. It will be Owner's sole responsibility to advise such third parties of the existence of this Agreement.

17. **TERM AND TERMINATION.**

A. This Agreement will terminate concurrently with the Leases as they relate to Operator's or its affiliates' rights to explore, drill, and produce oil, natural gas, and associated hydrocarbons from the OGOA.

B. Notwithstanding the provisions of subparagraph A, above, to the extent a moratorium or a restrictive governmental law, rule or regulation prevents Operator from performing the operations herein described, this Agreement shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place. Notwithstanding the termination of this Agreement, Operator may access the Oil and Gas Operations Area to plug and abandon the Wells and to reclaim such lands as provided in this Agreement and the Leases and for such other purposes as necessary to comply with any law, rule, or regulation governing Operator's operations. All of Operator's obligations and liabilities under this Agreement shall survive the termination of this Agreement.

18. **ASSIGNMENT.**

Operator may assign this agreement, and the rights and obligations contained herein, in whole or in part, without the consent of Owner.

19. **COUNTERPARTS.**

This Agreement may be executed by facsimile or electronic mail, in counterparts, each of which will be considered an original and enforceable against either Party.

20. **GOVERNING LAW AND VENUE.**

This Agreement will be governed by, construed and enforced in accordance with the laws of Colorado. Venue shall be deemed to be in the county where the Property is located.

**21. AUTHORITY OF SIGNATORIES.**

The signatories below declare, warrant and represent that they have the authority to enter into this Agreement on behalf of their respective principals, if any.

**22. SUCCESSORS.**

This Agreement shall run with the Property and will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective agents, consultants, affiliates, administrators, trustees, heirs, executors, successors or assigns.

**23. ATTORNEYS' FEES.**

If any action or proceeding is instituted by either party for enforcement or interpretation of any term or provision of this Agreement, the prevailing party pursuant to a final judgment of a court of competent jurisdiction shall recover from the other party, and the other party shall pay, the prevailing party's reasonably incurred attorneys' fees and costs as determined by the court.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first written above.

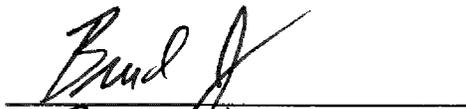
*(The remainder of this page is intentionally left blank).*

**ACKNOWLEDGMENTS**

**Owner:**  
**CRESTONE PEAK RESOURCES HOLDINGS LLC**

By:   
Name: Gabriel Findlay  
Title: VP, Land - Rockies

**Operator:**  
**EXTRACTION OIL & GAS INC.**

By:   
Name: Brad Johnson  
Title: SVP - Rockies

STATE OF COLORADO )  
 )ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me on this 5<sup>th</sup> day of December, 2023, by Gabriel Findley as VP, Land-Rockies of CRESTONE PEAK RESOURCES HOLDINGS LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal. My commission expires: 3/21/2026  
(SEAL)

ROBERT J. BRESNAHAN  
Notary Public  
State of Colorado  
Notary ID # 20104009995  
My Commission Expires 03-21-2026

  
Notary Public

STATE OF COLORADO )  
 )ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me on this 5<sup>th</sup> day of December, 2023, by Brad Johnson as SVP, Rockies of EXTRACTION OIL & GAS INC., a Delaware corporation, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal. My commission expires: 3/21/2026  
(SEAL)

ROBERT J. BRESNAHAN  
Notary Public  
State of Colorado  
Notary ID # 20104009995  
My Commission Expires 03-21-2026

  
Notary Public

**EXHIBIT "A":**

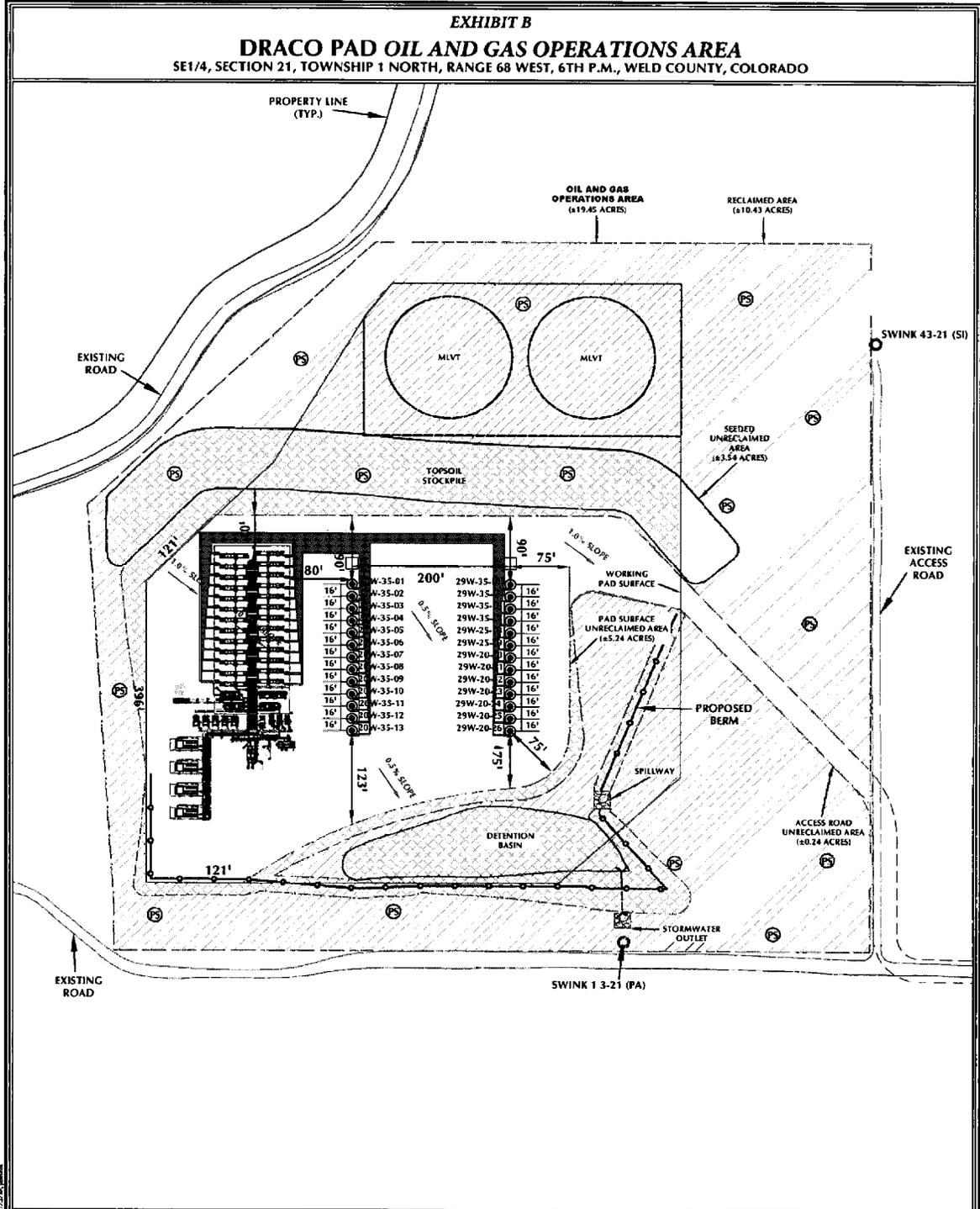
**DESCRIPTION OF THE PROPERTY**

Account	Parcel	Space	Account Type	Tax Year	Buildings	Actual Value	Assessed Value
R8970548	148721400038		Industrial	2023	1	2,188,385	610,360

Legal
PT E2 21-1-68 LOT B CORR REC EXEMPT REC19-0067

Subdivision	Block	Lot	Land Economic Area
			ERIE RURAL

Property Address	Property City	Zip	Section	Township	Range
2797 COUNTY ROAD 8	WELD		21	01	68



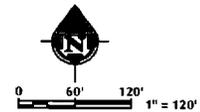
**INTERIM RECLAMATION AREAS**  
**OIL AND GAS OPERATIONS AREA TOTAL DISTURBANCE AREA = 19.45 ACRES**  
**RECLAIMED AREA = 10.43 ACRES**  
**SEEDED UNRECLAIMED AREA = 3.54 ACRES**  
**PAD SURFACE UNRECLAIMED AREA = 5.24 ACRES**  
**ACCESS ROAD UNRECLAIMED AREA = 0.24 ACRES**

LEGEND	
	PROPOSED OIL AND GAS LOCATION
	SEEDED UNRECLAIMED AREA
	RECLAMATION HATCH
	BERM / OFF-SITE FLOW DEFLECTION
	DIVERSION DITCH
	CULVERT PROTECTION / RIPRAP
	PROPOSED FLOWLINE
	EXISTING ROAD
	PROPOSED WORKING PAD SURFACE
	DETENTION BASIN AREA
	PROPOSED ACCESS ROAD
	PROPOSED PERMANENT SEEDING
	PROPOSED WELL LOCATION
	EXISTING WELL LOCATION

**NOTES:**  
 1. EQUIPMENT PLACEMENT IS APPROXIMATE AND SUBJECT TO MINOR MODIFICATION DUE TO SPECIFIC CIRCUMSTANCES.

Prepared For:  
  
**Extraction Oil & Gas, Inc.**

LOVELAND OFFICE  
 14155 Fennell Drive, Suite 204  
 Loveland, Colorado 80538  
 Phone: 970-764-5111  
 SHERIDAN OFFICE  
 1095 Suburban Avenue  
 Sheridan, Wyoming 82801  
 Phone: 307-674-6069



SCALE: 1" = 120'	DATE: 9/22/23	SHEET NO:
REVISED:	10/24/23	1 OF 1