

SURFACE USE AGREEMENT AND GRANT OF EASEMENT

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENT (“Agreement”) is entered into this 1st day of April, 2019 (the “Effective Date”) by and between Booth Land and Livestock Company, (“Owner”) whose address is PO Box 72, Lucerne, CO 80646, and SRC Energy Inc. (“Company”), whose address is 1675 Broadway, Suite 2600, Denver, Colorado 80202 (Each of Owner and Company individually referred to herein as a “Party;” and collectively, the “Parties”).

WHEREAS, Owner owns an interest in part or all of the surface estate of the following described lands located in Weld County, Colorado (the “Owner’s Property”):

Township 5 North, Range 67 West, 6th P.M.
Section 25: SE/4
Weld County, Colorado
Parcel: 095725000012

WHEREAS, Company is the holder of an Oil and Gas Lease covering Owner’s Property that affords Company the right to access the Property as reasonably necessary to produce oil and gas from the Property subject to the limitations under the Oil and Gas Lease and limitations pursuant to law and rules and regulations of the Colorado Oil and Gas Conservation Commission (“COGCC”); and,

WHEREAS, notwithstanding Company’s leasehold rights, in the spirit of joint cooperation Company and Owner desire to enter into this Agreement to reach an understanding and agreement regarding Company’s surface access, use of, and disturbance to certain parts of Owner’s Property.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the compensation to be paid to Owner, as described herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Company agree as follows:

1. Grant of Access/Easement. Owner hereby grants and conveys to Company the right of ingress and egress on and across the Property along the designated access roads and pipeline right-of-way corridor(s) (the “Access Road and Pipeline Corridor(s)”) as depicted on Exhibit A. Owner further grants to Company during the term of this Agreement an easement, as further described below, to access the Property to conduct its Operations within the two Well Pad Operations Areas and the Production Facility Operations Area (together, the “Operations Areas”), as further defined below, and the Access Roads and Pipeline Corridor(s), in each case as depicted on Exhibit A. Owner also grants to Company a non-exclusive easement for Access Roads to and from the Operations Areas to public roads and a non-exclusive pipeline easement for pipelines used to convey products produced from oil and gas wells and equipment located in the Operations Areas or electric or water lines necessary for Company’s Operations to the Production Facility Operations Area(s) or the boundaries of Owner’s Property, subject to the provisions of Sections 7



and 8 herein. The grants of easements by Owner and the terms thereof are more specifically set forth in this Agreement.

2. Operations Areas. The Operations Areas are specifically depicted on Exhibit A, hereto attached, and consist of two Well Pad Operations Areas and a Production Facility Operations Area. The Production Facility Operations Area includes tank batteries, separators, water tanks and other production-related equipment necessary or desirable for Company's Operations. Owner hereby grants to Company the right to the exclusive use of the Operations Areas for the conduct of Company's Operations, subject to the provisions in Section 3 below, and the right to the nonexclusive use of the Access Roads and Pipeline Corridor(s) for Company's Operations. As used in this Agreement, "Operations" shall mean any oil and gas operations, including, but not limited to, permitting, obtaining consents and waivers, environmental impact assessments and evaluations, surveying, seismic activity, water recycling and storage (including but not limited to, the use of modular large volume water tanks, but in any case to be limited to the Production Facility Operations Area or Well Pad Operations Areas), exploration, drilling, stimulation, completion, re-stimulation, re-completion, deepening, reworking, equipping, production, maintenance, plugging and abandoning of wells, together with accessing, inspection, construction, erection, installation, operation, maintenance, repair, removal, replacement, expansion, testing, updating, upgrade, ownership, and use of related facilities including gathering, storage, transportation and processing facilities, as well as associated flowlines, access roads, and related buildings, fencing, and equipment, as all of the foregoing may be related to vertical, directional, horizontal or lateral wellbores. All oil and gas well operations shall be located in the Well Pad Operations Areas, all production-related operations shall be located in the Production Facility Operations Area, all Access Roads (as defined below) shall be located in the Access Road Corridor(s) and all Lines (as defined below) shall be located in the Pipeline Corridor(s). All of Company's Operations on the Property shall be confined to the Access Road Corridor(s), Pipeline Corridor(s), and the Operations Areas, in each case as described on Exhibit A, except where alternate locations are mutually agreed to by Owner and Company.

3. Well Pad Drilling Operations. Company, in order to minimize crop loss incurred by Owner:

(a) Shall, after completion of drilling and completion operations, locate wellheads in such a manner as to allow Owner's center pivot irrigation system to operate in a 360-degree rotation over or across the wellheads. In the event that, after completion of drilling and completion operations, Company conducts additional drilling, reworking, repair, maintenance or other operations that temporarily interfere with the 360-degree rotation of the irrigation system, Company will take additional action as described in Section 2 of the Letter Agreement (as defined below);

(b) Shall not, after completion of drilling and completion operations, construct or locate any permanent machinery, equipment or structure of any kind on the Well Pad Operations Areas which are of a height that will interfere with or impede the center pivot irrigation system from continuous operation over and across the Well Pad Operations Areas;

(c) Shall, after completion of drilling and completion operations, promptly set aside and fence an area which is necessary for continuous well pad production operations



(estimated to be approximately 1.5 acres for each Well Pad Operations Area) and reclaim the balance of each pad site to the conditions that existed prior to Company's drilling and completion operations, to the extent reasonably practicable, to allow Owner to continuously conduct farming operations on such Well Pad Operations Areas. Company reserves the right to use the entire Well Pad Operations Areas after the reclamation referred to in this Section 3(c) for additional drilling, reworking, repair, maintenance or other operations subject to the provisions in Section 2 of the Letter Agreement;

4. Compensation. Company shall provide compensation as described in that certain letter agreement between Company and Owner dated as of the Effective Date herein (the "Letter Agreement"), entered into between Owner and Company, as full consideration for the rights of normal and reasonable access and use of the Property as described herein and as full settlement and satisfaction of all damages growing out of, incident to, or in connection with usual and customary Operations located on the Property.

5. Grant of Subsurface Easement. Company is hereby granted a non-exclusive subsurface easement, anywhere on the Property, during the term of this Agreement, for passage of any portion of any wellbore for any of Company's oil or gas wells, whether producing or nonproducing, including the right to occupy and use the subsurface pore space displaced by the well bore and all structures appurtenant thereto.

6. Term of Agreement. Each Party covenants and agrees that it shall strictly observe the terms and conditions regarding surface occupancy set forth in this Agreement. This Agreement, and the rights and benefits granted and created herein shall be effective as of the Effective Date and shall continue in full force and effect until both (i) Company has permanently ceased Operations on the Property, and (ii) has plugged and abandoned all well(s) on the Property and conducted reclamation in accordance with applicable COGCC rules and regulations, except that any release, discharge or indemnity from and against liability contained herein shall survive the expiration of this Agreement.

7. Access Roads.

(a) Grant. Owner grants to Company a non-exclusive easement on and across the Property to construct one or more roads (an "Access Road") for ingress and egress by Company as depicted on Exhibit A, in the event reasonably necessary for Company to access the Operations Areas and Pipeline Corridor(s) and to conduct its Operations. Either Party may propose alternate locations for Access Roads subject to the consent of the other Party, not to be unreasonably withheld.

(b) Construction. Access Roads shall be limited to approximately 60 feet, being 30 feet on each side of the centerline and shall be located as depicted on Exhibit A. Where reasonably practicable, Company will endeavor to limit the access road to 30 feet in width. Culverts shall be installed at ditch and drainage crossings when requested in writing by Owner and shall be sized to prevent obstruction to the free flow of the volumes of water being carried, inclusive of flood stages. If Owner or Company elects to lock any gate on the Access Road, keys shall be provided to the other Party. Company shall be responsible for maintaining the Access Road, at Company's sole cost and expense.

(c) Maintenance. The use and construction of any Access Roads shall not include a right of use by the general public. Company shall be responsible for maintaining all Access Roads, at Company's sole cost and expense, provided however, that Company may seek contribution for construction and maintenance costs from any third party, in the event Owner grants such third party an easement or right of way, or otherwise authorizes such third party to use any Access Road.

8. Lines.

(a) Grant. Company has a continuing right and entitlement to install, own, operate, maintain, repair and replace all flowlines, water lines, electric lines, gathering lines and other pipelines (together, the "Lines") that may be necessary or convenient to its Operations within the Operations Areas and from the Operations Areas to the boundary of Owner's Property, as specifically depicted as the "Pipeline Corridor" on Exhibit A and subject to the provisions of this Section 8. Owner further agrees to execute a recordable Pipeline Right-of-Way Grant for all Lines (other than Company's flowlines) constructed in the Pipeline Corridor with Company, its affiliates and its third-party gatherers. The Parties acknowledge that neither this Agreement nor the Letter Agreement provides for compensation for the Pipeline Right-of-Way Grant contemplated herein and that Owner shall reach a separate agreement, not to be unreasonably withheld, with Company's third-party gatherers relating to the Pipeline Right-of-Way Grant and any compensation associated therewith. It is the Company's intent to confine the location of such Pipeline Corridor(s) to what is set forth in Exhibit A. Either Party, however, may propose relocation of the Pipeline Corridor(s) (including existing pipelines within the Pipeline Corridor(s)) to a location other than the location indicated on Exhibit A, or Company may propose an additional right of way outside of the Pipeline Corridor(s).

(b) Construction. All underground Lines shall be buried a minimum of forty-eight inches below the surface and Company shall, when reasonably practical, place all Lines in the same trench within the Pipeline Corridor. Company may install as many Lines in a single trench as it desires. Owner grants a temporary easement for installing the Lines to be no greater than seventy five (75) feet in width and a permanent easement for the Lines to be no greater than fifty (50) feet in width. Where reasonably practicable, Company will endeavor to limit the permanent pipeline easement to forty (40) feet in width. Company may also install temporary Lines above ground, provided such temporary Lines are removed within 180 days from the date of installation and shall comply with the reclamation rules and regulations of the COGCC and shall:

- i. Prior to commencement of ditch operations, remove and stockpile all topsoil from the excavated area;
- ii. Replace the topsoil of the surface; after the pipeline has been installed and the ditch backfilled;
- iii. Bury in the ditch all rocks and excess excavated material or remove the same from Owner's Property.
- iv. Water settle and pack the back fill of the trench and fill and refill any areas where the surface has subsided; and

v. Generally restore the surface to the condition that existed prior to Company's Operations.

9. Non-Exclusive Pipeline and Access Road Corridor(s) Easements. Owner, his agents, designees, permittees, and assignees reserve rights to the surface and below the surface of the Access Roads and Pipeline Corridor(s) easements and have the right to use and enjoy the area covered by such rights of way at any time during the term of this Agreement for any purpose, including the right to grant other easements and rights-of-way over, through and across such rights of way so long as such use of other easements and rights-of-way does not materially interfere with Company's use and enjoyment of the rights granted herein. Owner shall not build, construct, or permit to be built or constructed, any permanent structure or obstruction, or impound water or any substance, or change the grade on or over the Access Roads and Pipeline Corridor(s) easements. Owner and their assigns shall be permitted to construct fences, roads, water lines and distribution systems, power transmission lines, pipelines, communication lines and other non-structural permanent facilities on, over, along, through and across the Access Roads and Pipeline Corridor(s) easements so long as the use of such rights of way by Owner does not materially interfere with Company's Operations or its use of the Access Roads Corridor and Pipeline Corridor(s).

10. General Operational Requirements.

(a) Weed/Dust/Erosion Control. Company shall keep the Operations Areas, Access Roads and Pipeline Corridor(s) free of weeds and debris and shall take reasonable measures to control erosion.

(b) Topsoil. In all Operations conducted by Company on the Property requiring the removal of soil, the topsoil will be separated from the subsurface soil and following the completion of Operations, Company will place the topsoil and subsurface soil back in proper order and restore the surface of the Property disturbed by such Operations to its original condition and contour as nearly as practicable.

(c) Water Testing. Company shall have the right, but not the obligation, to test Owner's well water or other surface water located on the Property prior to commencement of Operations on the Property.

(d) Damage to Property. If, by reasons directly resulting from the Operations of Company, there is damage to the Property, or real or personal property located on the Property, including, but not limited to, damage to livestock, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural water ways, in Company's sole discretion, (i) the damage will be promptly repaired,(ii) the damaged property will be promptly replaced by Company, or (iii) Company shall pay reasonable compensation to Owner for the damage or an amount equal to the reasonable costs to repair the damage. Any failure to reach mutual agreement with respect to such repair, replacement or compensation shall not, however, be deemed to constitute a breach or abrogation of this Agreement, nor to terminate or diminish the grants, conveyances, rights and obligations contained herein.

(e) Reclamation. Company agrees to perform all reclamation in accordance with the rules and regulations of the COGCC. Upon permanent cessation of Operations, Company

will reclaim the Operations Areas and Access Roads by restoring the surface of the land to the condition that existed immediately prior to Company's commencement of Operations to the extent reasonably practicable.

11. Notice/Consultation.

(a) Owner Consultation. Company will consult in good faith with Owner prior to commencing Operations on the Property with heavy equipment. Company will provide Owner with a copy of the COGCC Form 2A ("Oil and Gas Location Assessment") pertaining to the Property upon submission by the Company to the COGCC. Owner agrees not to object to the Company's proposed Operations, so long as they are consistent with this Agreement, and hereby waives any right granted by COGCC rule to comment on the Form 2A, to request an extension of the comment period, to request an onsite inspection pursuant to COGCC policy, or to appeal the approval and issuance of the Form 2A, and any related Form 2 ("Application for Permit to Drill") for the well(s). Owner shall not oppose Company in any COGCC or other governmental proceedings related to Company's Operations, including but not limited to permitting, formation of drilling units, well spacing or pooling, provided that Company's position in such proceedings is consistent with this Agreement. Owner expressly acknowledges and agrees that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, the obligation of Company to reasonably accommodate Owner's use of the surface of the Property, existing or future, and waives any statutory or common law claim to the contrary. Owner acknowledges receiving from Company a brochure prepared by the COGCC which describes the rights and responsibilities of Owner as a surface owner.

(b) Surface Tenant Notice. All consultations will be conducted directly with Owner unless otherwise designated by written request of Owner. Accordingly, Owner, or Owner's designee, shall have the responsibility of notifying any affected surface tenant, surface lessee or other third party who may own or have an interest in any crops or surface improvements which could be affected by Company's Operations, and to allocate the payments made under this Agreement, together with the Letter Agreement, to the surface tenant, surface lessee or other third party in an amount as such parties shall mutually determine between themselves. Owner agrees that all damages claimed by a surface tenant, surface lessee or other such party resulting from the Operations shall be settled by Owner, and Owner hereby agrees to release, discharge, indemnify and hold Company harmless from and against any such claims together with any claims related to allocation of payments made under this Section 11(b).

12. Consents and Waivers.

(a) Throughout the term of this Agreement and for the consideration described herein and pursuant to the Letter Agreement, Company is hereby expressly granted consent to locate any number of oil and gas wells within the Operations Areas, and for each well Company proposes within the Operations Areas, Owner shall fully support Company's efforts to permit such wells with the applicable regulatory agency, including granting consent to locate any well greater than 50 feet from an existing well pursuant to COGCC Rule 318A.(c) and granting consent to locate any well outside of the GWA windows as defined in COGCC Rule 318A.(a).

(b) Owner shall not oppose Company in any COGCC or other governmental proceedings related to Company's Operations, including, but not limited to, permitting, formation of units, well spacing, well density, pooling, drilling, completion, stimulation, re-stimulation, workovers, deepening and recompleting, provided that Company's position and contemplated undertakings in such proceedings are consistent with this Agreement. Owner will provide Company or its successors and assigns with any and all written support they may reasonably require to obtain permits from the COGCC or any local jurisdiction.

(c) Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units, buildings, and surface property lines, among other things. In order to give full effect to the purposes of this Agreement, Owner hereby waives its right to object to the location of any of Company's Facilities on the basis of setback requirements in the rules and regulations of the COGCC, 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 COGCC relating to property lines and urban mitigation areas and/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, Owner hereby waives the urban mitigation area setback distances, as required by COGCC rules and regulations.

(d) Owner will not locate any lot line, building, or structure within the Operations Areas, or within any setback area required under the COGCC rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines and once wells are drilled, the setbacks therefrom shall be according to local regulations that establish setbacks of buildings from existing oil and gas facilities. In order to give full effect to the purposes of this Agreement, Owner hereby waives its right to object to the location of any of Company's facilities on the basis of setback requirements in the laws, rules and regulations of the COGCC, as they may be amended from time to time, the state of Colorado, or any city, county or other municipality or local government. Company or its successors and assigns may cite the waiver in this paragraph in order to obtain a location exception or variance under COGCC rules or from any other state or local governmental body. Owner agrees not to object to Company's use of the surface so long as such use is consistent with this Agreement. Owner will provide Company or its successors and assigns with whatever written support they may reasonably require to obtain permits from the COGCC or any state or local jurisdiction.

13. Nonexclusive Use. Except for the Operations Areas, the rights of Company to use the Property are nonexclusive, and Owner reserves the right to use all Access Roads and all surface uses of the Property and to grant successive easements on or across the Property on such terms and conditions as Owner deems necessary or advisable, in each case, provided they do not unreasonably interfere with the Operations of Company. Notwithstanding the foregoing, neither Owner nor any third party shall have the right to access the Operations Areas being used by Company for its Operations without the consent of Company, which in the case of any third party, may be withheld by Company in its sole discretion. In the event Company consents, access to the Operations Areas shall be at the sole risk of Owner or such third party and Owner shall indemnify

and hold harmless the Company and any of its employees, officers, directors, agents or affiliates against any losses or damages incurred as a result of such access.

14. Default and Termination. In the event of the failure by Company to timely make any payment required under this Agreement or the Letter Agreement or to otherwise comply with all terms of this Agreement, Owner shall notify Company in writing of the failure. Company shall then have 30 days after receipt of the notice to cure the default.

15. Authority. Owner represents and warrants that Owner has the right, power, and authority to enter into this Agreement. Owner further represents that Owner is lawfully entitled to receive payments due under this Agreement and that there exist no liens, judgments or other encumbrances pursuant to which third parties claim, may claim, or are entitled to such payments.

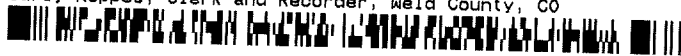
16. Reasonable Accommodation. Owner acknowledges the right to use of the surface estate of the Property by Company as herein described are expressly granted to Company, its successor, and assigns; therefore Owner further acknowledges Company's use of the surface estate of the Property as granted herein to Company, but subject to Company's compliance with the express terms and conditions hereof on the Operations Areas, shall constitute "reasonable accommodation" by Company, its successors, and permitted assigns with respect to Colorado Revised Statute 34-60-127.

17. Termination. This Agreement will terminate upon the last to occur of: (a) termination of all applicable oil and gas Lease(s) as they relate to Company's and/or its affiliates rights to explore, drill, and produce oil, gas and associated hydrocarbons from the Lands or lands pooled therewith; (b) upon complete and final reclamation and restoration of the surface according to the standards prescribed herein and by the applicable local, state or federal rules, regulations and statutes as well as approval of such reclamation by local, state and/or federal authorities which have jurisdiction over such reclamation.

18. Liability/Indemnification.

(a) Company hereby agrees to release, discharge, indemnify and hold Owner harmless from and against any and all third-party claims, losses, liability, damages, and causes of action for personal injury or property damage directly arising out of Company's Operations, unless, and to the extent that, the negligence or willful misconduct of Owner, or invitee or guest of Owner, causes or contributes to such third party claims. This indemnification extends to any action by a government agency with jurisdiction over the Operations under an environmental law or regulation.

(b) Owner hereby agrees to release, discharge, indemnify and hold Company and its employees, officers, directors and affiliates harmless from and against any and all third-party claims, losses, liability, damages, and causes of action arising out of any breach of representation, warranty or covenant of Owner as set forth herein or for personal injury or property damage unrelated to Company's Operations.



19. Environmental Indemnity.

(a) Company shall protect, indemnify, and hold harmless Owner, and any subsequent owner of the Property from any Environmental Claims relating to the Property or oil and gas leasehold thereunder that arise solely out of the Company's Operations located on the Property during the term of this Agreement. Company will not protect, indemnify, and hold harmless Owner or any subsequent owner of the Property from any Environmental Claim arising prior to the Effective Date or otherwise unrelated to the Company's Operations during the term of the Agreement. Owner shall fully protect, defend, indemnify and hold harmless Company, along with any of Company's successors or assigns, from any and all Environmental Claims relating to the Property that arise out of Owner's use of the Property.

(b) "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 Property or ownership of the oil and gas leasehold interest, 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. 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.

(c) "Claim" shall mean any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims.

(d) "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order (whether currently existing or hereafter adopted) of any federal, state or local 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, et seq.), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801, et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), and the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.).

(e) Owner represents that Owner has no actual knowledge of any material latent condition or defect on the Property other than that which routinely arises from the conduct of agricultural operations, that would subject Company to an Environmental Claim.

20. Lien waiver. Owner waives any and all lien rights it may now or later have in equipment installed or located on the Property in connection with the Operations. Owner agrees to keep the Property free and clear of liens and shall immediately notify Company if it becomes aware of any liens filed against the Property.

21. Right to cure. As of the Effective Date, there are no defaults with respect to any assessment(s), deed(s) of trust, mortgage(s), services, taxes, utilities or other interests related to

the Property. Owner shall pay as and when due all amounts Owner (or any person acting on behalf of, by, or through Owner) owes for or in connection with any: assessments, taxes or governmental charges of any kind that may at any time be lawfully assessed or levied against the Property; encumbrances; leases; mortgages; deeds of trust; other security interests; services; utilities; or other interests related to the Property and/or that may create an interest in the Property. Owner shall satisfy all non-monetary obligations of Owner associated with such matters, failing which Company may (but shall have no obligation to) pay such amounts and/or perform such obligations. In order to enable any such potential payment or performance by Company, Owner agrees to give Company notice of any Owner default in connection with the payment or performance of Owner's obligations pursuant this Section 21. Company shall when possible give Owner notice before paying such amounts or performing such obligations. In the case of such payment or performance by Company, Owner shall, within 60 days after notice from Company, reimburse Company for the amount of such payment and/or the cost of such performance, or, at Company's option, Company may offset the amounts paid or costs incurred against sums to be paid Owner under this Agreement.

22. Miscellaneous.

(a) Interpretation. Each use of the terms "Owner" and "Company" in this Agreement shall be deemed to mean such Party and its agents, employees, assigns, directors, managers, or successors in interest. In construing this Agreement, no consideration shall be given to the fact or presumption that one Party has had a greater or lesser hand in drafting this Agreement than any other Party.

(b) Notice. All notices required by this Agreement shall be in writing and shall be served personally or by first-class mail, postage prepaid to the following:

If to Owner:

Booth Land and Livestock Company
PO Box 72
Lucerne, CO 80646

If to Company:

Operator: SRC Energy Inc.
Person to Contact: Land Manager
Address: 1675 Broadway, Suite 2600
Denver, Colorado 80202
Phone Number: 720-616-4300
Fax: 720-616-4301

(c) Full Agreement. This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of Owner (including

principals of Owner) and Company pertaining to the subject matters of this Agreement. No supplement, amendment, or alteration or modification of this Agreement shall be binding unless executed in writing by Owner and Company.

(d) Governing Law. This Agreement shall be subject to, and construed under, the laws of the State of Colorado, without regard to its conflict of law provisions, and jurisdiction and venue shall be solely in the courts of the State of Colorado, subject to the right of either Party to remove a matter to federal court.

(e) Attorney's Fees and Costs. The Parties agree that the prevailing Party in any action resulting from a breach of this Agreement will be entitled to its reasonable attorney's fees and costs incurred therein.

(f) Proportionate Reduction. Any compensation due to Owner under this Agreement shall be proportionately reduced by the percentage of Owner's fee ownership of the Property.

(g) Covenant Running with the Land. This Agreement is a covenant running with the land and the terms, conditions and provisions of this Agreement shall extend to and be binding upon the Parties to this Agreement, their heirs, executors, administrators, successors, and assigns. This Agreement may not be assigned by either Party without the prior written approval of the other Party, which consent shall not be unreasonably withheld. Owner will provide a copy of this Agreement to any potential successor or assign of Owner prior to the closing of any sale of all or any portion of the Property. In addition, Owner agrees to include a note on any annexation, subdivision plat, planned unit development or other land use designation for which Owner may apply to put successors or assigns on notice that the Property is subject to this Agreement.

(h) Counterparts. This Agreement may be executed by any number of counterparts, each which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.


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IN WITNESS WHEREOF, the Parties have executed this Agreement this 1st day of April, 2019.

OWNER:
BOOTH LAND AND LIVESTOCK COMPANY


By: Gary Booth
Title: Managing Member

COMPANY:
SRC ENERGY INC.


By: Matthew Miller *BD*
Title: Vice President of Land

ACKNOWLEDGMENT

STATE OF COLORADO)
)
COUNTY OF WELD)

This instrument was acknowledged before me this 1st day of April, 2019,
by **Gary Booth**, as **Managing Member of Booth Land and Livestock Company**.

WITNESS MY HAND AND OFFICIAL SEAL.

CORY SHEAHEN
Notary Public
State of Colorado
Notary ID # 20184025840
My Commission Expires 06-21-2022

Notary Public

My commission expires:
6-21-2022

STATE OF COLORADO)
)
COUNTY OF DENVER)

This instrument was acknowledged before me this 12th day of April, 2019,
by **Matthew Miller**, as **Vice President of Land for SRC Energy Inc.**

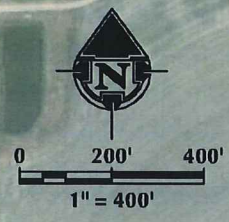
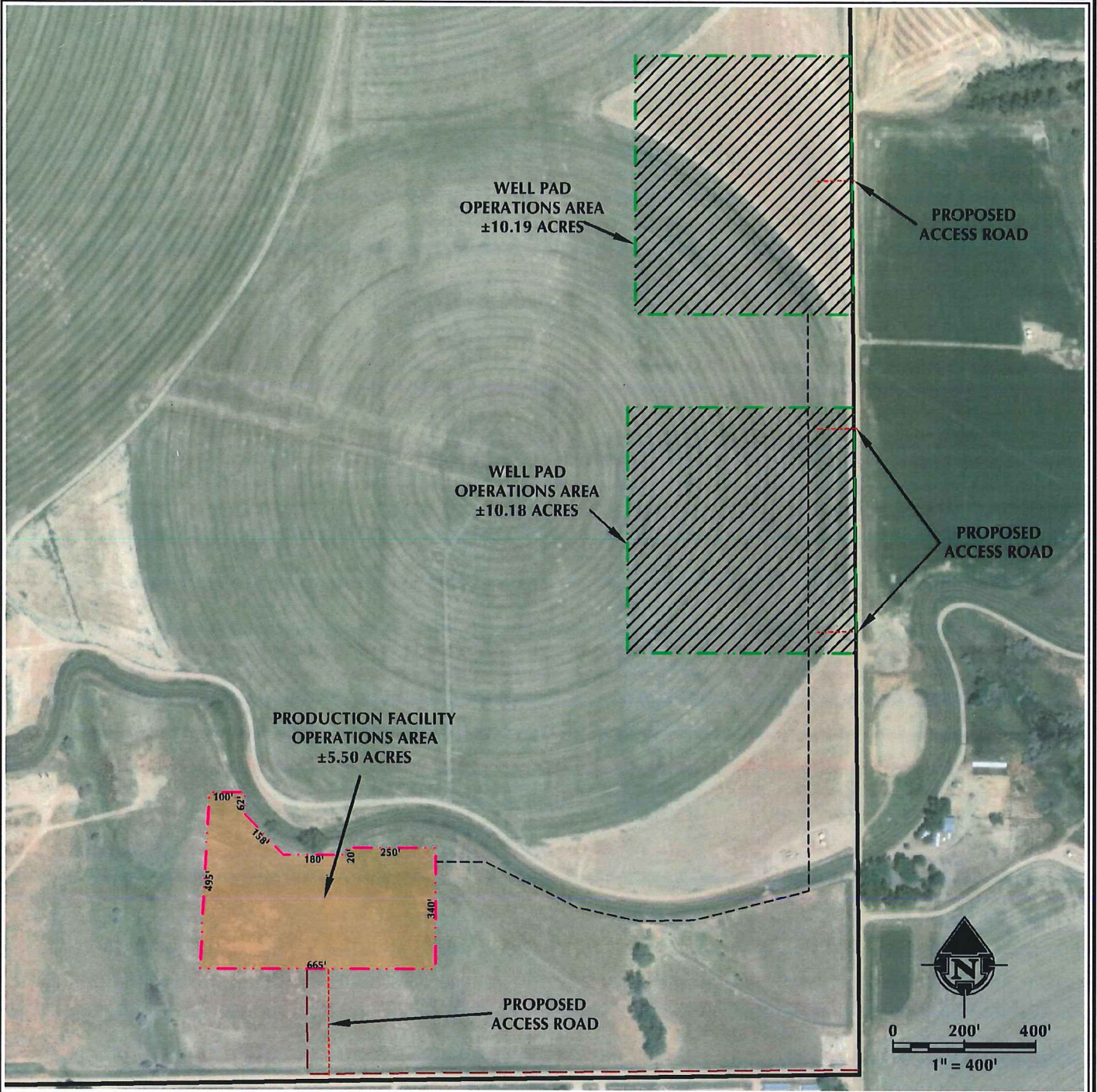
WITNESS MY HAND AND OFFICIAL SEAL.

KATHRYN HINES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134035824
MY COMMISSION EXPIRES JUNE 10, 2021

Notary Public

My commission expires:
6-10-21

EXHIBIT "A"
 TOWNSHIP 5 NORTH, RANGE 67 WEST, 6TH P.M.
 SECTION 25: SE1/4
 PARCEL: 095725000012
 WELD COUNTY, COLORADO



LEGEND

- WELL PAD OPERATIONS AREA
- PRODUCTION FACILITY OPERATIONS AREA
- ACCESS ROAD CORRIDOR
- PROPERTY LINE
- PIPELINE CORRIDOR (FLOWLINE ROUTE)
- PIPELINE CORRIDOR (GATHERING ROUTE)



609 CONSULTING, LLC

LOVELAND OFFICE
 6706 North Franklin Avenue
 Loveland, Colorado 80538
 Phone 970-776-4331

SHERIDAN OFFICE
 1095 Sherman Avenue
 Sheridan, Wyoming 82801
 Phone 307-674-0609

PREPARED FOR:



SRC ENERGY

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 Carly Koppes, Clerk and Recorder, Weld County, CO



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