

FIRST AMENDMENT to SURFACE DAMAGE AND RELEASE AGREEMENT

By and Between

Voyage Venture, LLC
and
Extraction Oil & Gas, LLC

THIS FIRST AMENDMENT to that Surface Damage and Release Agreement dated May 7, 2008 between Fairview Estates LLC and TOP Operating Company is entered into and made effective the 2ND day of September, 2014 between Extraction Oil & Gas, LLC, a Colorado limited liability company with an address at 1888 Sherman Street, Suite 200, Denver, Colorado (“Extraction”) and Voyage Ventures LLC, a Colorado limited liability company with an address at 105 S. Sunset, Suite H, Longmont, Colorado 80501 (“Voyage”). Each of Extraction and Voyage may be referred to individually as a “Party,” and collectively as the “Parties.”

The property subject to this agreement is located in the W/2SW/4 Section 5, Township 2 North Range 68 West, 6th P.M., and more fully described in the attached Exhibit A (the “Property”).

WHEREAS, the unrecorded Surface Damage and Release Agreement dated May 7, 2008 (the “SUA”) was entered into by the then owners of the mineral estate and the then lessees of the oil and gas rights, and

Whereas, the Parties to this Amendment are successors in interest to the original signatories of the SUA, and

Whereas, the SUA currently limits the oil and gas lessee to drilling no more than three additional wells on the Property, in a location specified by the terms of the SUA, and

WHEREAS, technological, economic and political conditions have evolved since the execution of the original SUA, leading the Parties to decide to modify and amend the original SUA to allow the drilling of additional wells, in a location more suitable for full development of Extraction’s mineral leases, and

WHEREAS, the Parties have come to agreement on their preferred accommodation of the respective needs of the surface and mineral estates, each party showing due regard for the interests of the other,

NOW THEREFORE, in exchange for ten dollars, mutual promises and other good and valuable consideration as more fully described hereinbelow, the receipt and sufficiency of which are acknowledged, the Parties enter into the following agreement:

1. The parties hereby amend the SUA, and agree that Extraction will be allowed to drill up to eleven (11) new horizontal wells from the Operations Area shown in Exhibit B to this amendment.

2. Extraction hereby waives the right to drill any additional wells on the existing Operations Area delineated on the SUA, and affirmatively states that it will limit future drilling to the Operations Area shown in the attached Exhibit B.
3. Extraction will pool the wells to be drilled under this agreement such that Voyage's mineral interest in the Property will be included in the pooled unit for each well. Extraction will timely file declarations evidencing Voyage's pooled interest in each well.
4. Extraction will pay Voyage certain compensation, as detailed in that unrecorded letter agreement of even date herewith entered into between the parties, for each well that it seeks to permit and drill on the Property under the amended SUA.
5. Voyage will notify Extraction of its submission of an application for approval of a subdivision, plat, PUD or other plan for development of the Property. Extraction will plug and abandon the eight existing wells on the Property, at a mutually acceptable time after the approval of such subdivision, plat, PUD or other plan for development on the Property by the local government agency having authority to approve a plan of development, but no later than 30 days prior to commencement of Venture's site preparation activities. Any tank batteries or other surface facilities in existence at that time will be removed and the site of the wells and facilities shall be fully reclaimed, in accordance with applicable Oil and Gas Conservation Commission regulations. Notwithstanding anything to the contrary in this Section 5, Extraction will plug and abandon the eight existing wells no later than five years following the effective date of this Amendment.
6. Following execution of this Amendment, Voyage will provide such waivers or consents as are needed to allow Extraction to file applications for permits to drill up to eleven (11) wells on the Operations Area. Such waivers or consents shall be drafted by Extraction and executed by Voyage by August 21, 2014, or as soon thereafter as the parties agree.
7. This Amendment will terminate if Extraction fails to drill the eleven wells shown in Exhibit B within the two year term of the permits referenced in the preceding paragraph, unless such lesser number is agreed on for good faith reasons such as technical issues or force majeure.
8. Force Majeure: If any Party is rendered unable, in whole or in part, by Force Majeure to carry out its obligations under this Agreement, other than the obligation to make money payments, that Party shall give to all other Parties prompt written notice of the condition or event of Force Majeure, with reasonably full particulars concerning it; and thereupon the obligations of the Party giving such notice, insofar as it is affected by the event or condition of Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure. The affected Party shall use all reasonable diligence to remove the Force Majeure situation as quickly as practicable. The requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the Party involved, contrary to its wishes. The term "Force Majeure," shall include an act of God, strike, lockout, or other industrial disturbance, act of public enemy, war, blockade, public riot, lightning,

fire, storm, flood, explosion, governmental action, governmental delay, moratorium, restraint, or intentional governmental inaction resulting in substantial delay, changes to setback requirements that make it impossible to drill wells on the Property, regulatory prohibitions against particular completion techniques that render the drilling of wells economically infeasible, and any other similar cause which is not reasonably within the control of the Party claiming suspension.

9. This Amendment may not be amended or modified except in writing, duly executed by both Parties.
10. This Amendment shall not supersede or replace the SUA, except in those particulars set forth herein. This Amendment and the SUA of which it is a part may be recorded by the Parties.
11. This Amendment and the transactions contemplated thereby shall be construed in accordance with and governed by the law of the State of Colorado. The Parties hereby submit themselves to the exclusive jurisdiction of the courts of the State of Colorado and to the venue in the District Court of the Nineteenth District of Colorado for resolution of any disputes hereunder.
12. This Amendment shall be binding on, and inure to the benefit of, the Parties, their successors and assigns.

EXECUTED this 2ND day of September, 2014.

Extraction Oil & Gas, LLC

By: 

Its: AGENT

Voyage Ventures LLC

By: 

Its: in a way

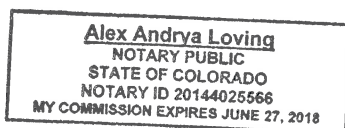
ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of ~~August~~ September, 2014, before me, personally appeared [Dale Burns] as [Manager] of Extraction Oil & Gas, LLC, 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: June 27 2018



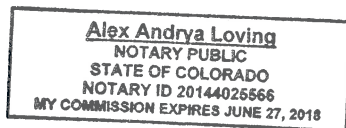
[Signature]
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF Denver)

On ~~August~~ 2nd Sept, 2014, before me, personally appeared [James] as [Mcivillain agent] of Voyage Venture, LLC and on behalf of Voyage Venture, LLC, 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: June 27 2018



[Signature]
Notary Public

EXHIBIT A

to

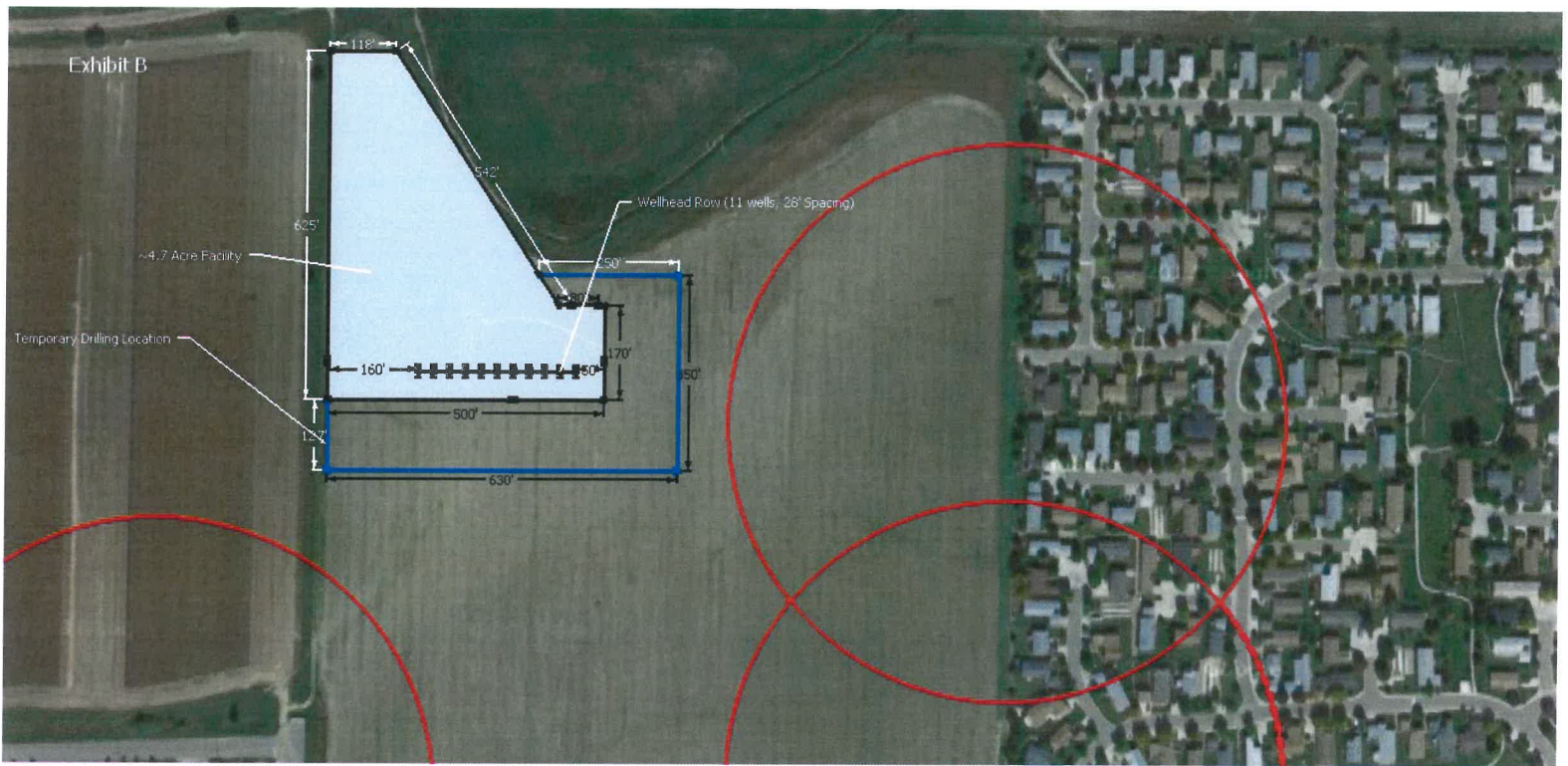
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and
Extraction Oil & Gas, LLC

Legal Description

Lots A and B, Recorded Exemption No. 1313-05-3 RE-2794, Recorded August 28, 2000, at Reception No. 2789721, Located in the SW $\frac{1}{4}$ of Section 5 Township 2North, Range 68 West of the 6th P.M., Weld County, State of Colorado.



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