

SITE RELEASE

THIS SITE RELEASE ("Agreement") is entered into by and between 70 Ranch, LLC ("Owner") whose address is 8301 E. Prentice Avenue #100, Greenwood Village, Colorado 80111, the owner of the surface estate in Township 5 North, Range 62 West, 6th P.M., Section 21, SE/4NW/4, (the "Property"), and Bonanza Creek Energy Operating Company, LLC ("Applicant"), whose address is 410 17th Street, Suite 1400, Denver, Colorado 80202 (individually, a "party;" together, "the parties").

WHEREAS, the Colorado Oil and Gas Conservation Commission ("COGCC") adopted the DJ Basin Horizontal Offset Policy on June 20, 2013, and revised such Policy on December 17, 2013 (as revised, the "Policy"); and

WHEREAS, the records of the COGCC indicate that the Husky et al-Allard #6-21 having API #05-123-08141 ("Offset Well") is located on the Property and was abandoned on or about February 19, 1975; and

WHEREAS, under the Policy, the COGCC has determined that the Offset Well should be plugged to isolate all formations before any new wells within 1500 feet of the Offset Well may be hydraulically fractured. The COGCC has identified several alternative methods of mitigation for this purpose, including re-entering and re-plugging the Offset Well. To comply with the Policy and permit the hydraulic fracturing of new wells within 1500 feet of the Offset Well, the Applicant seeks to re-enter and re-plug the Offset Well.

WHEREAS, pursuant to the Applicant's oil and gas leasehold rights in the Property, and pursuant to the rights granted under the surface use agreement between Applicant and Owner, or their respective predecessors, Applicant has the rights of access to, and ingress and egress across the Property, to conduct its oil and gas operations. Nonetheless, Applicant hereby requests Owner's consent and permission to enter the Property for the limited purposes, and on the terms and conditions, set forth in this Agreement.

NOW THEREFORE, Owner and Applicant agree as follows:

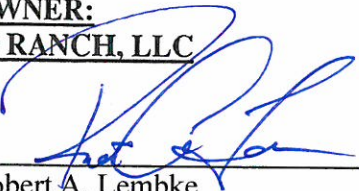
Owner hereby consents and grants permission to Applicant, its contractors, vendors, employees, affiliates and agents to enter and use the Property for the purposes of re-entering the Offset Well and re-plugging and abandoning such Well under the Policy. Applicant shall remain liable for any damages to the Property directly arising from and solely caused by Applicant's work on the Offset Well including, but not limited to, damages to growing crops, livestock, fences, roads and other improvements, and Applicant shall, upon completion of such work, restore the site to its pre-disturbance condition (prior to such work) or as close as reasonably practical. Finally, it is mutually understood and agreed by the parties that:

- Applicant's only responsibility for the Offset Well will be to re-enter and re-plug the Well consistent with its COGCC Form 6 Notice of Intent to Abandon and with the COGCC Rules.

- Applicant is not the owner of the Offset Well and Applicant will not be considered the owner of the Offset Well because Applicant re-enters and re-plugs it.
- Applicant will be considered the operator of the Offset Well for the sole purpose of re-entering and re-plugging the Offset Well consistent with its COGCC Form 6 Notice of Intent to Abandon and with the COGCC Rules. Applicant will not be considered the operator of the Well for any other purpose.
- Applicant is not responsible for the current condition of the Offset Well and Applicant will not be responsible for the future condition of the Offset Well except for the work that Applicant undertakes when it re-enters and re-plugs the Offset Well and any condition directly arising from and solely caused by Applicant's work on the Offset Well.
- Applicant is not responsible for any existing environmental contamination or condition associated with the Offset Well or related to the prior construction, operation, production, maintenance, or abandonment of the Offset Well and Applicant will not become responsible for any such environmental contamination or condition because Applicant re-enters and re-plugs the Well. Should any environmental contamination or condition be found, Applicant will notify Owner in conjunction with its COGCC reporting requirements.
- This site release shall be interpreted according to the laws of the State of Colorado. Venue for any dispute shall be Weld County, Colorado.
- Bonanza, for itself and its officers, directors, employees, agents, contractors and subcontractors, does hereby agree to indemnify, defend and save 70 Ranch, LLC, its officers, directors, employees, agents, contractors and subcontractors, successors and assigns, harmless from and against all losses, damages, fines, remediation expenses and orders, forfeitures, and other costs, including any court costs and reasonable attorneys' fees, incurred by Bonanza or 70 Ranch, LLC, and expenses caused by, arising out of, or related in any way to injury (including death) to persons, damage to property, damage to the environment, and for violation of any laws, specifically including but not limited to, laws and regulations regulating oil and gas operations or public health and the environment, which arise in whole or in part out of the use and enjoyment of the rights granted to Bonanza under this Letter Agreement, unless, and to the extent that, the recklessness or willful misconduct of 70 Ranch, LLC, its officers, directors, employees, agents, contractors, subcontractors, invitees or guests causes or contributes to such claims.

IN WITNESS WHEREOF, this instrument has been executed this 9 day of March, 2015.

OWNER:
70 RANCH, LLC



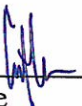
Robert A. Lembke
Manager

3/9/2015

Date

APPROVED
as to
FORM

APPLICANT:
BONANZA CREEK ENERGY OPERATING COMPANY, LLC



Curt Moore
Vice President - Land

Y.S.N.
MOF

2/13/2015

Date