

RECLAMATION AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this 3rd day of December, 2015, by and between United Surface & Minerals, LLC ("Owner"), whose legal address is P. O. Box 170, Gainesville, TX 76241, and Carrizo (Niobrara) L.L.C. ("Company"), whose legal address is 500 Dallas Street, Suite 2300, Houston, Texas 77002.

WHEREAS, Owner is the owner of the surface in which certain pads ("Pads") and freshwater storage pits ("Pits") have been constructed, located in Weld County, Colorado, being described in "Exhibit A."

WHEREAS, Company has a valid Surface Use Agreement, as amended (collectively the "SUA") covering the Land or portions of Land in which these Pad(s) and Pit(s) have been constructed. A true and complete copy of said SUA is/are available at the office of Company or from Owner to persons with a required interest in the property.

WHEREAS, Company and Owner agree that waiving interim reclamation for certain portions of the originally disturbed land used for oil and gas development is still protective of public health, safety, and welfare, including the environment. Specific portions of the originally disturbed land where a waiver is being sought, along with a brief explanation of the Owner's reasons for waiving, are included in "Exhibit B."

WHEREAS, both Company and Owner recognize that all active portions of the oil and gas locations and all oil & gas operations remain under the jurisdiction of the Colorado Oil & Gas Conservation Commission ("COGCC") and the SUA;

WHEREAS, Company shall be solely responsible for all reclamation related to all oil and gas activities that have taken place on said Pads/Pits pursuant to Rule 1003 of the COGCC. This shall include the following mutual understanding between Company and Owner:

1. Company shall reseed any disturbed area not required for ongoing production operations using a seed mixture recommended by either (1) the County Planning Department; (2) County Extension Office; or (3) a reputable seed company. Company shall consult with the Surface Owner in the selection of the seed used in the reclamation of any disturbed site and comply with SUA.
2. Company shall restore all disturbed areas not required for ongoing production operation and not subject to this waiver (well sites, pipeline easements, access easements, and utility easements) to their original grade and vegetation per Rule 1003, and all disturbed areas being restored shall be fenced to allow for effective revegetation if livestock is present and comply with SUA. Specific areas of disturbance being restored via interim reclamation shall be highlighted, and updated as necessary, on the map attached as "Exhibit C."
3. Company shall avoid or minimize impacts to wetlands and riparian habitats to the degree practicable. Company shall furthermore comply with applicable portions of Rule 1002.f. related to stormwater management.
4. Company shall consolidate facilities and pipeline rights of way in order to minimize adverse impacts to wildlife resources, including fragmentation of wildlife habitat, as well as cumulative impacts, where practicable.
5. Company shall insure that growing ground cover is established upon disturbed soils and Company shall reseed and water as necessary to accomplish that duty. It shall further be the duty of the Company to inspect and control all noxious weeds as may

become established within areas used or disturbed by Company. Company shall inspect disturbed areas at such times as Surface Owner shall reasonably request in order to determine the growth of ground cover and/or noxious weeds, and Company shall reseed ground cover and control noxious weeds from time to time to the extent necessary to accomplish its obligations hereunder. Company recognizes that this shall be a continuing obligation and Company shall reseed ground cover and/or noxious weeds until areas disturbed by Company are returned to as good a condition as existed prior to construction.

6. Company agrees to keep the roads, locations, and other areas utilized for this purpose, free from weeds, debris and litter and will properly maintain such areas in such a manner as to minimize interference with the Owner's normal use of contiguous lands.
7. Owner agrees that Owner will not impede ingress or egress from any active oil & gas locations or Pad(s), or interfere with the safe conduct of oil & gas operations on the Pad(s) or location.
8. Owner confirms that the portions of the Land (including the Pad(s)/Pit(s) and any pertinent access roads) subject to interim reclamation waiver are in a condition satisfactory to Owner at the time of execution of this Agreement.
9. Upon final termination of operations on any portion of the lands and to the extent reasonably practicable, Company shall return roads (except permanent roads), rights of way, and sites, the use of which is to be terminated, to their original grade and vegetation. Company shall use appropriate measures to prevent erosion and nonsource pollution.
10. Owner shall have the opportunity to retain "as is" any portion of the access road and surface facilities constructed by Company.

All surface restoration shall be accomplished to the satisfaction of the Owner and Company will make reasonable efforts to consult in good faith with Owner and reasonably accommodate any concerns.

8. This Agreement is further subject to the SUA including but not limited to all Pads, roads, pipelines, padsites, well sites, tank battery locations, surface equipment, surface activities, restoration and reclamation under the terms of said SUA. In the event of a conflict between this Agreement and the SUA, the terms and provision of the SUA shall control and prevail.
9. All surface Pads, roads, pipelines, padsites, well sites, tank battery locations, surface equipment, surface activities, restoration and reclamation shall be approved by tenant Emmet Jordan and Owner prior to any operations for the same.

NOW THEREFORE, Owner agrees to waive all applicable 1003 Rules of the COGCC, including but not limited to, Rule 1003(b) of the COGCC and reclaim said Pad(s) and Pit(s) at a later date, to be no later than three (3) years of date of this agreement and mutually agreed upon by Owner and Company, absent adverse effect on the public health, safety, and welfare, or on the environment.

FURTHERMORE, Company agrees to compensate Owner on a mutually agreed upon date for surface loss or damage per the terms and provisions specified in the SUA.

This Agreement shall extend to and bind Owner and Company, and their respective heirs, personal representatives, successors and assigns and shall become effective when it is fully executed and shall remain in full force and effect until Company has conducted reclamation in accordance to this Agreement.

EXECUTED and effective this 3rd day of December, 2015.

OWNER: United Surface & Minerals, LLC


Mark G. Kalpakis, President

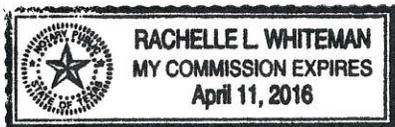
**COMPANY:
Carrizo (Niobrara) L.L.C.**

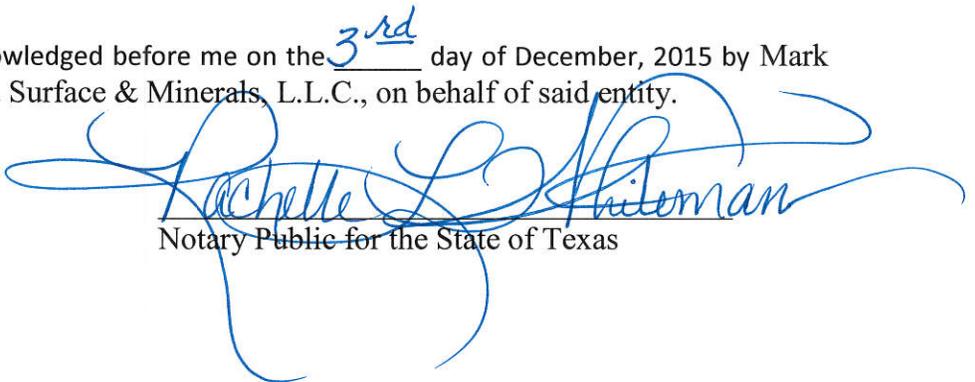
~~Craig Wiest, Manager Western U.S.~~
RICHARD H. SMITH, VP-LAND

ACKNOWLEDGEMENTS

STATE OF TEXAS }
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 3rd day of December, 2015 by Mark G. Kalpakis, President of United Surface & Minerals, L.L.C., on behalf of said entity.




Notary Public for the State of Texas

STATE OF TEXAS }
COUNTY OF HARRIS }

This instrument was acknowledged before me on the _____ day of December, 2015 by Richard H. Smith, V.P. - Land, Carrizo (Niobrara) L.L.C., on behalf of said entity.

Notary Public for the State of Texas

FURTHERMORE, Company agrees to compensate Owner on a mutually agreed upon date for surface loss or damage per the terms and provisions specified in the SUA.

This Agreement shall extend to and bind Owner and Company, and their respective heirs, personal representatives, successors and assigns and shall become effective when it is fully executed and shall remain in full force and effect until Company has conducted reclamation in accordance to this Agreement.

EXECUTED and effective this ____ day of December, 2015.

OWNER:
United Surface & Minerals, LLC

Mark G. Kalpakis, President

COMPANY:
Carrizo (Niobrara) L.L.C.



Richard H. Smith, V.P. - Land **DK**

ACKNOWLEDGEMENTS

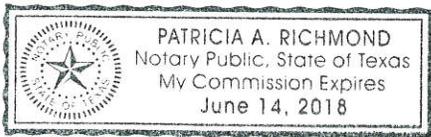
STATE OF TEXAS }
COUNTY OF TARRANT }

This instrument was acknowledged before me on the ____ day of December, 2015 by Mark G. Kalpakis, President of United Surface & Minerals, L.L.C., on behalf of said entity.

Notary Public for the State of Texas

STATE OF TEXAS }
COUNTY OF HARRIS }

This instrument was acknowledged before me on the 7th day of December, 2015 by Richard H. Smith, V.P. - Land, Carrizo (Niobrara) L.L.C., on behalf of said entity.





Notary Public for the State of Texas

**“EXHIBIT A”
PAD(S)/PIT(S) LOCATIONS**

Barracuda 20-14-7-60 Pad

Township 7 North, Range 60 West, 6th P.M.
Section 20: SW/4 SW/4

Barracuda 20-14-7-60 Pit

Township 7 North, Range 60 West, 6th P.M.
Section 20: SW/4 SW/4

Barracuda 29-11-7-60 Pad ✓

Township 7 North, Range 60 West, 6th P.M.
Section 29: NW/4 NW/4

Slick Rock 17-11-7-60 Pad ✓

Township 7 North, Range 60 West, 6th P.M.
Section 17: NW/4

Slick Rock 19-14-7-60 Pad ✓

Township 7 North, Range 60 West, 6th P.M.
Section 19: SW/4 and Section 30: NW/4

Pergamos 8-41-7-60 Pad ✓

Township 7 North, Range 60 West, 6th P.M.
Section 8: NE/4 NE/4

Pergamos 3-44-7-60 Pad ✓

Township 7 North, Range 60 West, 6th P.M.
Section 3: SE/4 SE/4

Pergamos 3-11-7-60 Pad ✓

Township 7 North, Range 60 West, 6th P.M.
Section 3: NW/4

Pergamos 4-44-7-60 Pad ✓

Township 7 North, Range 60 West, 6th P.M.
Section 4: SE/4 SE/4

Pergamos 3-44-7-60 Pit

Township 7 North, Range 60 West, 6th P.M.
Section 3: SE/4 SE/4

“EXHIBIT B”

A high land use value to us results from surface use for oil and gas operations. In that regard, and in order to maintain surface use of our lands for such development, we endeavor and plan to keep the size of all pads and pits on our surface property at present size in order to maintain productive use of the surface for oil and gas without multiple surface disturbances. We are not receiving monetary consideration to sign any interim waivers, and still require that final reclamation remains a right and necessity should it become apparent that no further development is foreseeable.



Mark G. Kalpakis, President of
United Surface & Minerals, L.L.C

“EXHIBIT C”

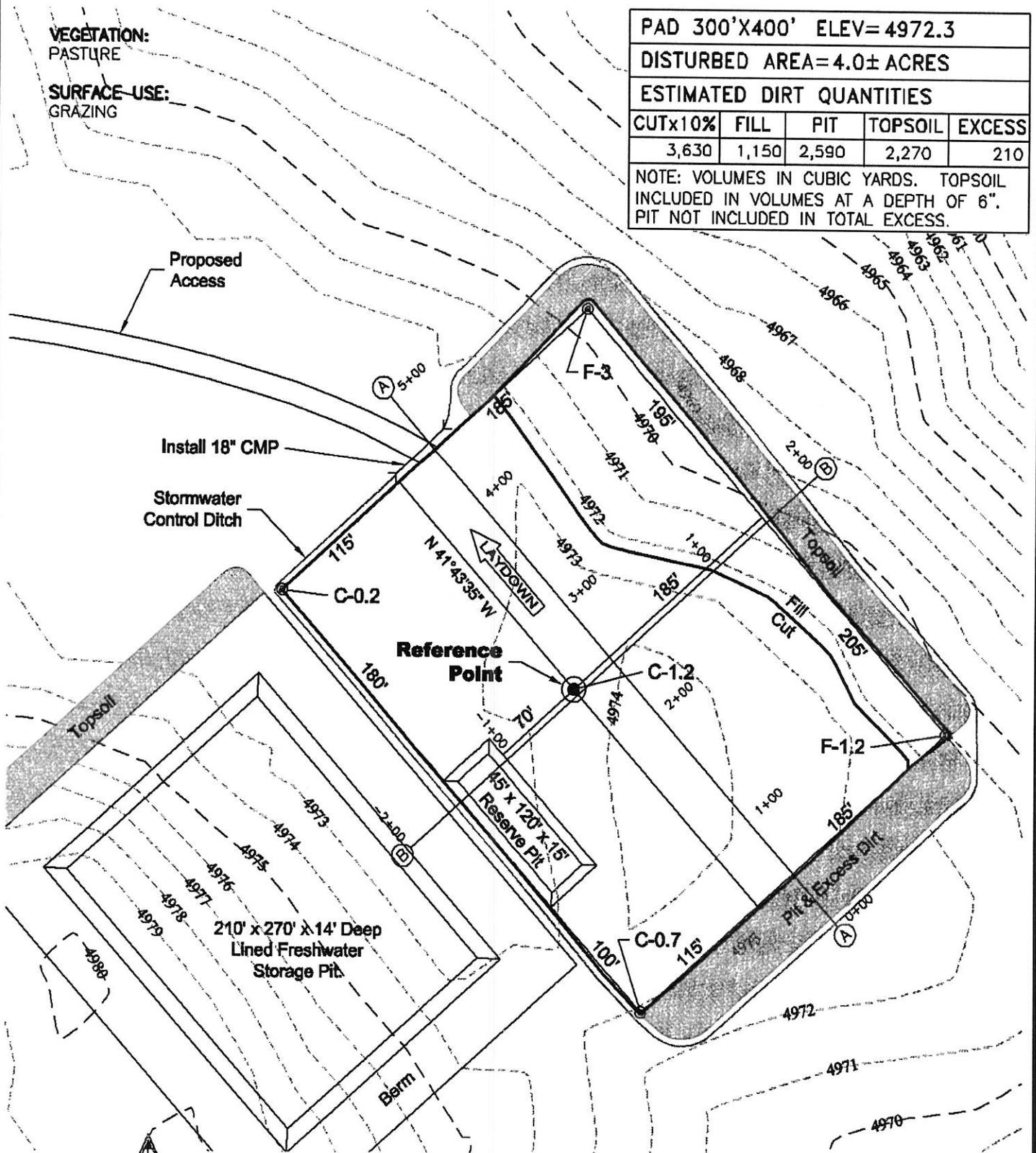
PAD/PIT PLATS

"EXHIBIT C" - PAGE 1 OF 8

VEGETATION:
PASTURE

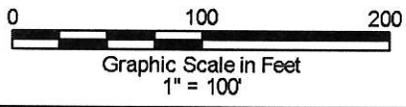
SURFACE USE:
GRAZING

PAD 300'X400' ELEV=4972.3				
DISTURBED AREA=4.0± ACRES				
ESTIMATED DIRT QUANTITIES				
CUTx10%	FILL	PIT	TOPSOIL	EXCESS
3,630	1,150	2,590	2,270	210
NOTE: VOLUMES IN CUBIC YARDS. TOPSOIL INCLUDED IN VOLUMES AT A DEPTH OF 6". PIT NOT INCLUDED IN TOTAL EXCESS.				



NOTE:
10% ALLOWANCE IS MADE FOR SOIL EXPANSION.

8/18/11



LAND SURVEYING AND MAPPING
LAFAYETTE - WINTER PARK
Ph 303 666 0379 Fx 303 665 6320

CARRIZO OIL & GAS, INC
BARRACUDA 20-14-7-60 PAD

SW1/4 SW1/4 SECTION 20 T7N R60W
6th PM WELD COUNTY COLORADO

DWC: c:\GEO SURV\Weld\North\Carrizo 110004\Weld\Barracuda 20-14-7-60\Barracuda 20-14-7-60 F21.dwg USER: MFC DATE: Aug 13, 2011 3:45pm

CARRIZO OIL & GAS, INC.
 LOCATION DRAWING FOR
 BARRACUDA #29-11-7-60
 SECTION 29, T7N, R60W, 6th. P.M.
 245' FNL 245' FWL

FIGURE #5

2011 UELS Alum.
 Cap. RLS#17492,
 0.1' High
 Lat: 40.553428°
 Long: 104.127667°

2010 Alum. Cap.
 Flush W/Ground,
 N/S Fence
 LS#30462
 Lat: 40.553408°
 Long: 104.118075°

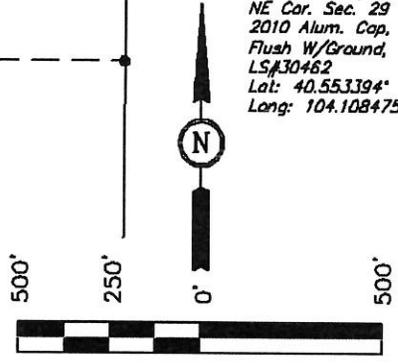
N89°55'27"W
 2668.32' (Meas.)

N89°53'05"W - 2666.02' (Meas.)

NE Cor. Sec. 29
 2010 Alum. Cap.
 Flush W/Ground,
 LS#30462
 Lat: 40.553394°
 Long: 104.108475°

EAST 2421'
 (To Property Line)

Pergamos LP,
 Slick Rock LP,
 HEP Oil Company
 LTD, & Barracuda
 Investments LLC



SCALE
 DATE: 07-13-11
 DRAWN BY: J.I.
 REV.: 08-02-11

N00°26'00"E - 5287.97' (Meas.)
 Section Line

STAGE 21.6 Miles
 (To Railroad)

NW 1/4 1/16 Section Line

LINE TABLE			
LINE	FEATURE	DIRECTION	LENGTH
L1	POWER LINE	N57°W	1848'
L2	WATER WELL	N56°W	1841'
L3	COUNTY ROAD #80	NORTH	5518'
L4	BUILDING	N61°E	5279'

1/4 Section Line

29 1/4 Section Line

SW Cor. Sec. 29
 1998 Alum. Cap.
 0.8' High, LS#12374,
 Fence Corner
 Lat: 40.538917°
 Long: 104.127819°

PLANT COMMUNITY	
<input type="checkbox"/>	DISTURBED GRASSLAND
<input type="checkbox"/>	NATIVE GRASSLAND
<input type="checkbox"/>	SHRUB LAND
<input type="checkbox"/>	PLAINS RIPARIAN
<input type="checkbox"/>	MOUNTAIN RIPARIAN
<input type="checkbox"/>	FOREST LAND
<input type="checkbox"/>	WETLANDS AQUATIC
<input type="checkbox"/>	ALPINE
<input type="checkbox"/>	OTHER (Describe): _____

CURRENT LAND USE	
CROP LAND:	<input type="checkbox"/> IRRIGATED <input type="checkbox"/> DRY LAND <input type="checkbox"/> IMPROVED PASTURE <input type="checkbox"/> HAY MEADOW <input type="checkbox"/> CRP
NON-CROP LAND:	<input type="checkbox"/> RANGELAND <input type="checkbox"/> TIMBER <input type="checkbox"/> RECREATIONAL <input type="checkbox"/> OTHER (Describe)
SUBDIVIDED:	<input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL

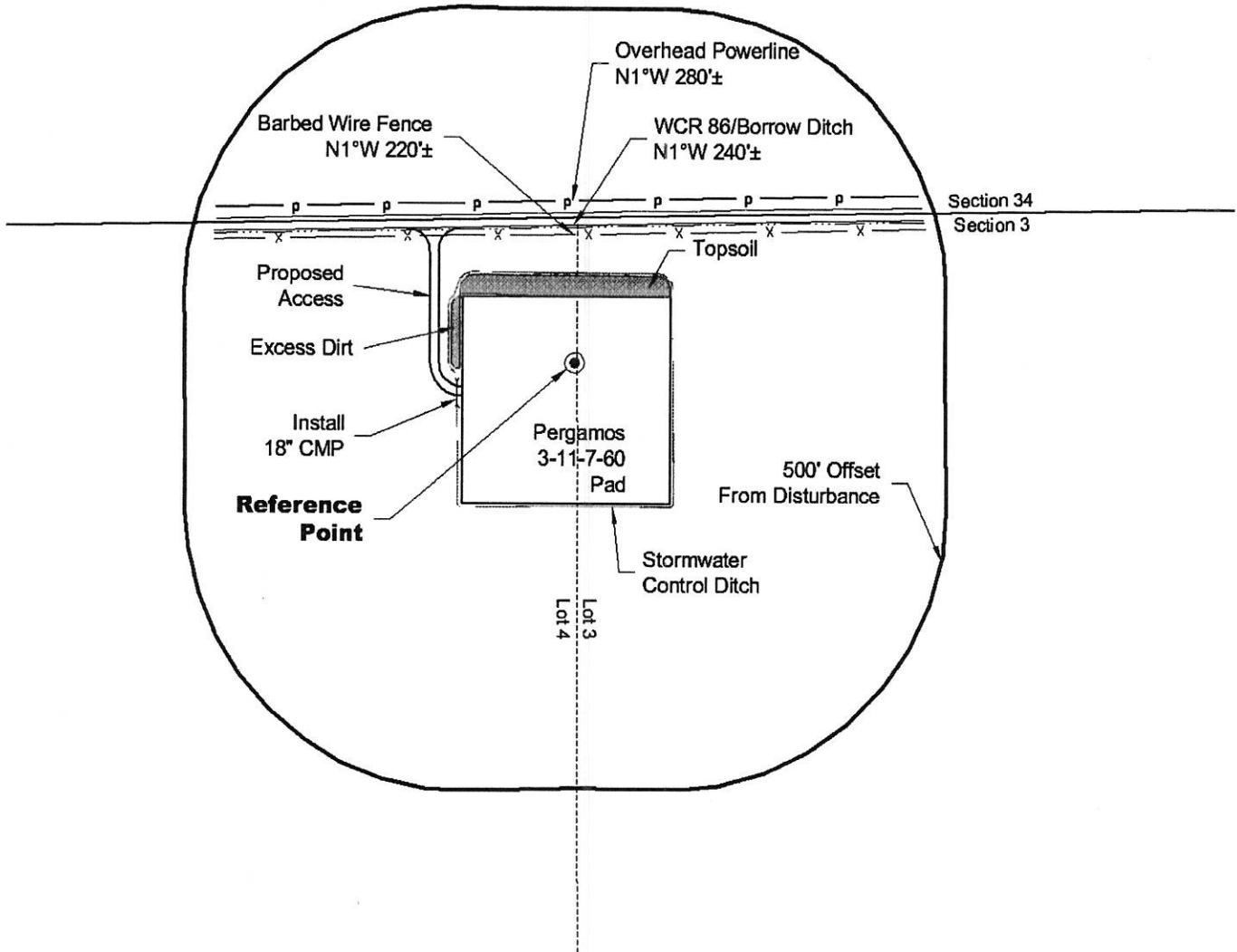
FUTURE LAND USE	
CROP LAND:	<input type="checkbox"/> IRRIGATED <input type="checkbox"/> DRY LAND <input type="checkbox"/> IMPROVED PASTURE <input type="checkbox"/> HAY MEADOW <input type="checkbox"/> CRP
NON-CROP LAND:	<input type="checkbox"/> RANGELAND <input type="checkbox"/> TIMBER <input type="checkbox"/> RECREATIONAL <input type="checkbox"/> OTHER (Describe)
SUBDIVIDED:	<input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL

"EXHIBIT C" - PAGE 3 OF 8

VEGETATION:
PASTURE

SURFACE USE:
GRAZING

REFERENCE POINT
LATITUDE: 40.61080
LONGITUDE: -104.08326
FOOTAGE: 254 FNL 1321 FWL
GROUND ELEVATION: 4921.7
PDOP: 1.8 DATE: 3/19/2012
INSTRUMENT OPERATOR: MARC WOODARD



Reference Point

NOTE:
ALL PRODUCTION FACILITIES WILL BE ON PAD.

DISTURBANCE ACREAGE:
4.1± DRILLING OPERATIONS
2.3± FRESHWATER PIT
1.0± INTERIM RECLAIM

10/4/12



LAND SURVEYING AND MAPPING
LAFAYETTE - WINTER PARK
Ph 303 666 0379 Fx 303 665 6320

CARRIZO OIL & GAS, INC
PERGAMOS 3-11-7-60 PAD

LOT 4 SECTION 3 T7N R60W
6th PM WELD COUNTY COLORADO

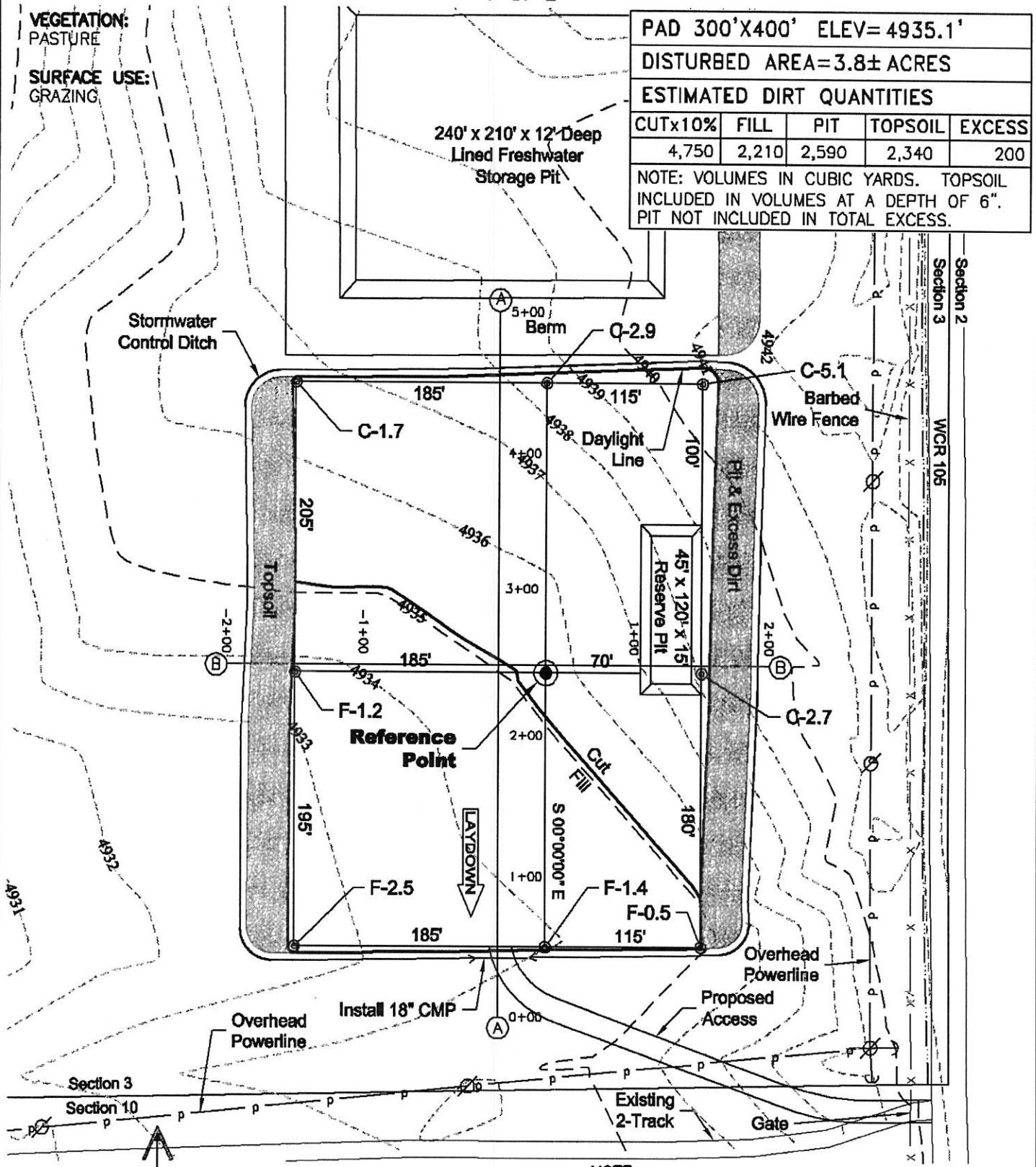
"EXHIBIT C" - PAGE 4 OF 8

1 of 2

VEGETATION:
PASTURE
SURFACE USE:
GRAZING

PAD 300'X400' ELEV= 4935.1'				
DISTURBED AREA=3.8± ACRES				
ESTIMATED DIRT QUANTITIES				
CUTx10%	FILL	PIT	TOPSOIL	EXCESS
4,750	2,210	2,590	2,340	200
NOTE: VOLUMES IN CUBIC YARDS. TOPSOIL INCLUDED IN VOLUMES AT A DEPTH OF 6". PIT NOT INCLUDED IN TOTAL EXCESS.				

240' x 210' x 12' Deep Lined Freshwater Storage Pit



NOTE:
10% ALLOWANCE IS MADE FOR SOIL EXPANSION.

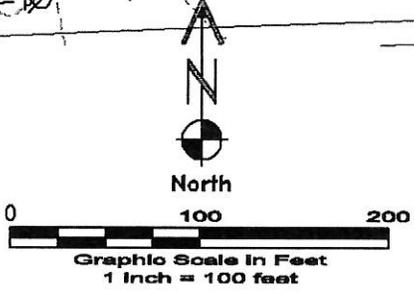
10/14/11



LAND SURVEYING AND MAPPING
LAFAYETTE - WINTER PARK
Ph 303 666 0379 Fx 303 665 6320

CARRIZO OIL & GAS, INC
PERGAMOS 3-44-7-60 PAD

SE1/4 SE1/4 SECTION 3 T7N R60W
6th PM WELD COUNTY COLORADO



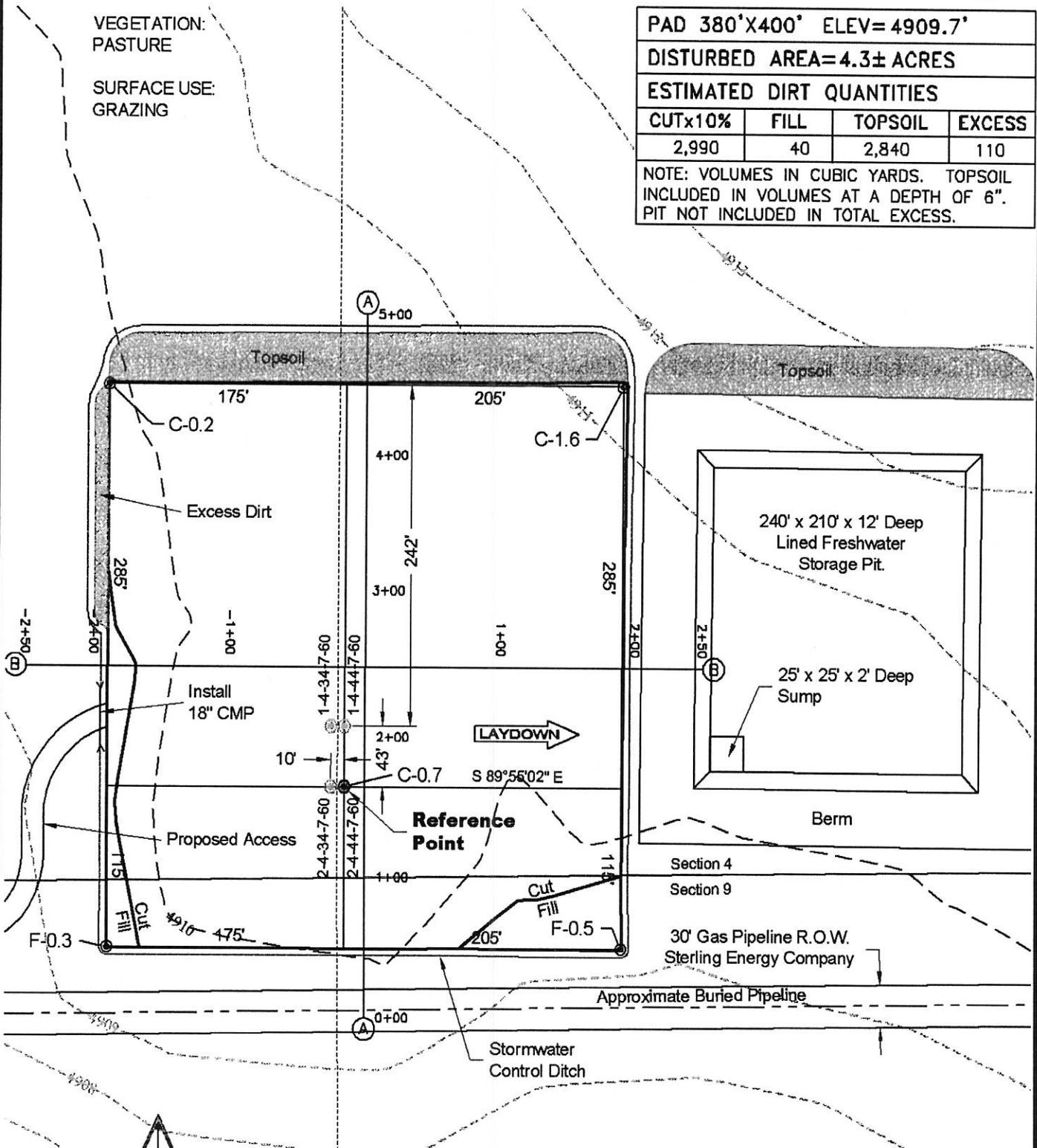
DWS: G:\GEO\SURV\Weld\North\Corrize\11000a\Weld\Paris\PerGamos 3-44-7-60\PerGamos 3-44-7-60 72A.R1.dwg USER: MFC DATE: Oct 17, 2011 8:27am

"EXHIBIT C" - PAGE 5 OF 8

VEGETATION:
PASTURE

SURFACE USE:
GRAZING

PAD 380'X400' ELEV=4909.7'			
DISTURBED AREA=4.3± ACRES			
ESTIMATED DIRT QUANTITIES			
CUTx10%	FILL	TOPSOIL	EXCESS
2,990	40	2,840	110
NOTE: VOLUMES IN CUBIC YARDS. TOPSOIL INCLUDED IN VOLUMES AT A DEPTH OF 6". PIT NOT INCLUDED IN TOTAL EXCESS.			



NOTE: 10% ALLOWANCE IS MADE FOR SOIL EXPANSION.

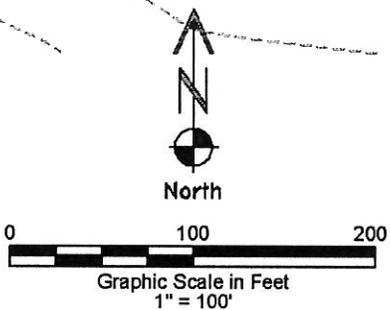
3/27/12

LAND SURVEYING AND MAPPING
LAFAYETTE - WINTER PARK
Ph 303 666 0379 Fx 303 665 6320

CARRIZO OIL & GAS, INC
PERGAMOS 4-44-7-60 PAD

SE1/4 SE1/4 SEC. 4 T7N R60W
6th PM WELD COUNTY COLORADO

D:\CARRIZO\WeldNorth\Corrigo 110004\Worksheet\Pergamos 4-44-7-60 12A R1.dwg USER: MJC DATE: Nov 27, 2012 4:50pm

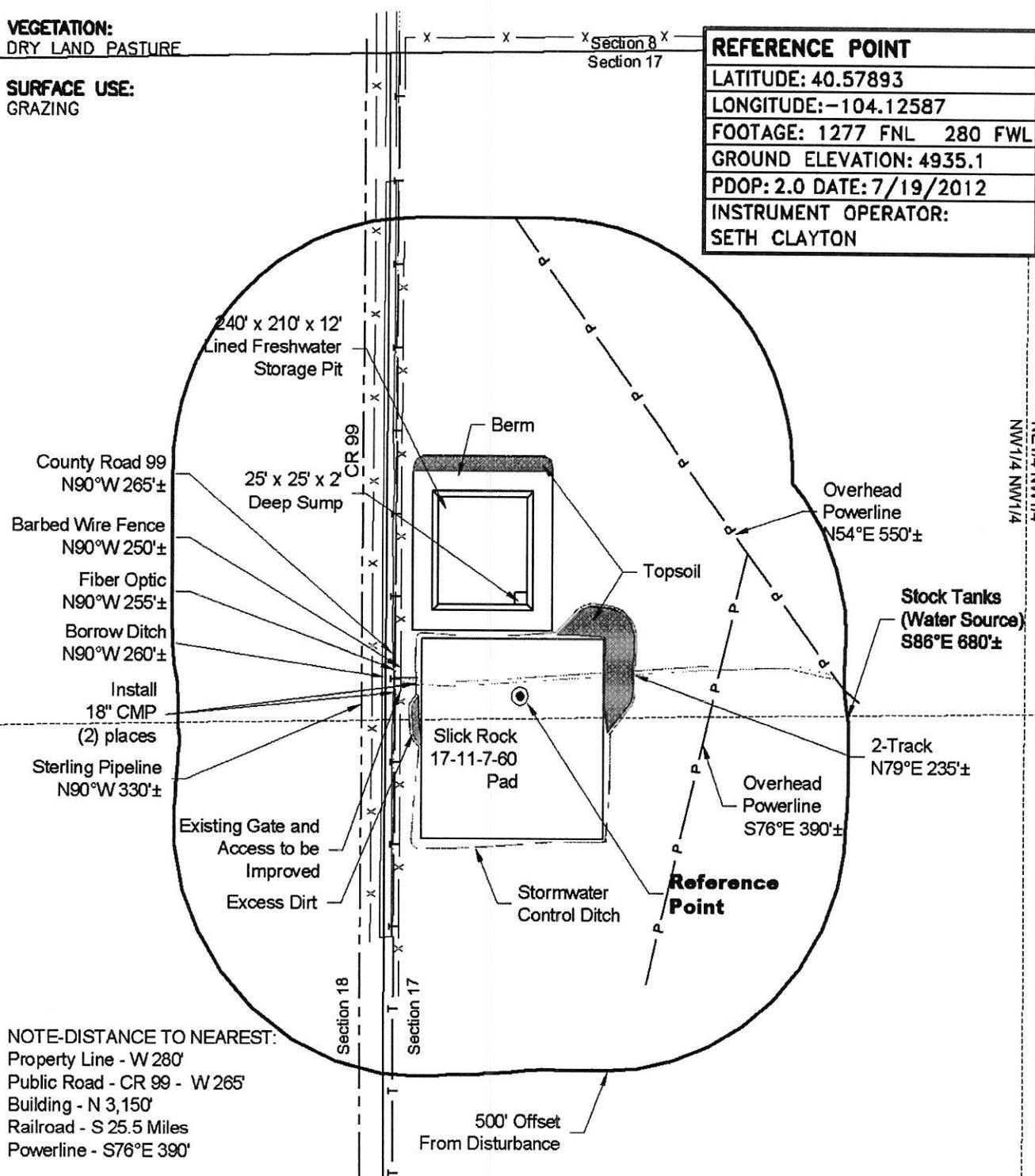


"EXHIBIT C" - PAGE 7 OF 8

VEGETATION:
 DRY LAND PASTURE

SURFACE USE:
 GRAZING

REFERENCE POINT	
LATITUDE:	40.57893
LONGITUDE:	-104.12587
FOOTAGE:	1277 FNL 280 FWL
GROUND ELEVATION:	4935.1
PDOP:	2.0 DATE: 7/19/2012
INSTRUMENT OPERATOR:	SETH CLAYTON

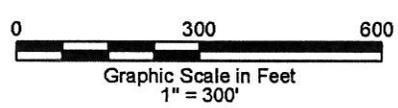


NOTE-DISTANCE TO NEAREST:
 Property Line - W 280'
 Public Road - CR 99 - W 265'
 Building - N 3,150'
 Railroad - S 25.5 Miles
 Powerline - S76°E 390'

DISTURBANCE ACREAGE:
 4.5± DRILLING OPERATIONS
 2.3± FRAC PIT
 1.0± INTERIM RECLAIM

NOTE:
 ALL PRODUCTION FACILITIES WILL BE ON PAD.

7/23/12



GEO SURV

LAND SURVEYING AND MAPPING
 LAFAYETTE - WINTER PARK
 Ph 303 666 0379 Fx 303 665 6320

CARRIZO OIL & GAS, INC
 SLICK ROCK 17-11-7-60 PAD

NW1/4 NW1/4 SEC. 17 T7N R60W
 6th PM WELD COUNTY COLORADO

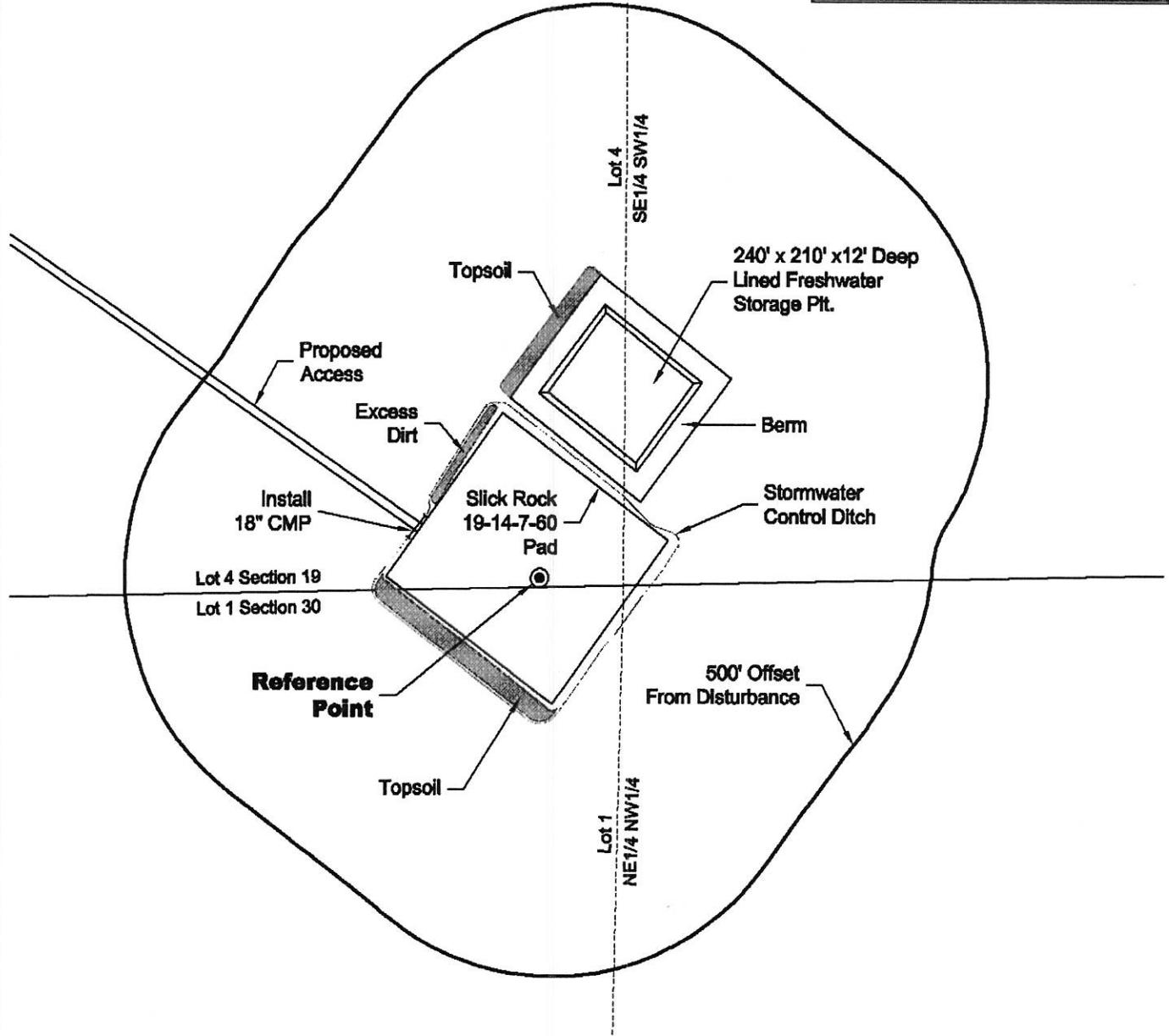
DWG: G:\GEO\SURV\WestNorth\Centre_1102004\Wellplan\SLICK_Rock_17-11-7-60\F24_R1.dwg USER: Administrator DATE: Jul 23, 2012 4:53pm

"EXHIBIT C" - PAGE 8 OF 8

VEGETATION:
PASTURE

SURFACE USE:
GRAZING

REFERENCE POINT	
LATITUDE:	40.55341
LONGITUDE:	-104.14245
FOOTAGE:	17 FSL 1243 FWL
GROUND ELEVATION:	5021.3
PDOP:	1.5 DATE: 11/4/2011
INSTRUMENT OPERATOR: MARC WOODARD	



D:\GCSURV\Work\North\Carrip 110004\Map\plan\stick rock 19-14-7-60\stick rock 19-14-7-60 F2A.dwg USER: MTC DATE: Nov 10, 2011 4:09pm

Reference Point



DISTURBANCE ACREAGE:
4.7± DRILLING OPERATIONS
2.3± FRESHWATER STORAGE PIT
1.0± INTERIM RECLAIM

NOTE:
ALL PRODUCTION FACILITIES WILL BE ON PAD.

11/10/11

GEO SURV
LAND SURVEYING AND MAPPING
LAFAYETTE - WINTER PARK
Ph 303 666 0379 Fx 303 665 6320

CARRIZO OIL & GAS, INC
SLICK ROCK 19-14-7-60 PAD

LOT 4 SECTION 19 T7N R60W
6th PM WELD COUNTY COLORADO