

Surface Use and Damages Agreement Between

Bonanza Creek Energy Operating Co., LLC
410 17th St. Suite 1400
Denver, CO 80202
Office: 720-440-6100
Fax: 720-279-2331

and

Joseph Hawkins
22411 Dunreathe Ave.
Orchard, CO 80649

Referenced Lands: Township 5 North, Range 61 West
Section 28: NW/4, E/2
Weld County, Colorado

Pad Name: Pronghorn B-28 Pad

THIS SURFACE USE AND DAMAGES AGREEMENT is made by and between Bonanza Creek Energy Operating Co., LLC, a Delaware corporation, whose address 410 17th St. Suite 1400, Denver, CO 80202, hereinafter called "**Bonanza**", and Joseph Hawkins, whose address is 22411 Dunreathe Ave., Orchard, CO 80649, hereinafter collectively called the "**Surface Owner**".

Bonanza proposes to conduct drilling operations to drill an oil and gas well ("**Well**") or wells ("**Wells**") on the above referenced well pad, thereafter, Bonanza proposes to conduct production operations on these Wells. Surface Owner represents that it owns and is in possession of the entire surface estate in Section 28 (NW/4, E/2) in Township 5 North, Range 61 West, hereinafter called the "Referenced Lands", upon which the Wells will be located; upon which the associated equipment will be located; and upon which production operations will be conducted.

NOW, THEREFORE, 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, Surface Owner and Bonanza, incorporate by reference the above Recitals and agree as follows:

1. Right-of-Way. Surface Owner hereby grants Bonanza, its employees and designated agents, a private right-of-way to enter upon and use the Referenced Lands for the purpose of drilling, completing and producing the Wells and also agrees Bonanza can bring off-lease oil and gas production on and through the Referenced Lands. By this instrument Bonanza and Surface Owner set forth their agreement concerning the surface damages resulting from the drilling and completing of the Wells and subsequent production operations from the Wells on the Referenced Lands.

2. Nonexclusive Rights. The rights granted by Surface Owner to Bonanza are nonexclusive, and Surface Owner reserves the right to use all access roads and all surface and subsurface uses of the Referenced Lands, and the right to grant successive easements thereon or across on such terms as Surface Owner deems necessary or advisable.

IN WITNESS WHEREOF, this instrument is executed as of the dates written below, but shall be effective as of April 8th, 2013.

Bonanza Creek Energy Operating Co., LLC.

Kerry A. McCowen
Kerry A. McCowen
Vice President Rocky Mtn

4-9-13
Date

Surface Owners

Joseph Hawkins
Joseph Hawkins

4-11-13
Date

State of Colorado)

County of Denver)

This instrument was acknowledged before me this 9th day of April, 2013, by Kerry A. McCowen, Vice President Rocky Mountain Operations

By commission expires 11-20-2016

Alexander S. Newell
Notary Public

ALEXANDER S. NEWELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20124075431
MY COMMISSION EXPIRES NOVEMBER 20, 2016

State of Colorado)

County of Weld)

This instrument was acknowledged before ^{ASN} me this 11th day of April, 2013, by Alexander S. Newell Joseph Hawkins

By commission expires 11-20-2016

Alexander S. Newell
Notary Public

ALEXANDER S. NEWELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20124075431
MY COMMISSION EXPIRES NOVEMBER 20, 2016