

Recording requested by
and when recorded mail to:

Polly B. Jessen
Kaplan Kirsch & Rockwell LLP
1675 Broadway, Suite 2300
Denver, Colorado 80202

Memorandum of Surface Use and Compatible Development Agreement

Pursuant to the terms of that certain unrecorded Surface Use and Compatible Development Agreement (“*SUA*”), dated the 9th day of September, 2016 (“*Effective Date*”), between the undersigned, and subject to the terms and conditions set forth therein, **GREAT WESTERN OPERATING COMPANY, LLC**, (“*Great Western*” or “*Operating Company*”) with an address at 1801 Broadway, Suite 500, Denver, Colorado 80202, and **RAINDANCE AQUATIC INVESTMENTS, LLC** (“*Surface Owner*”) with an address at 1625 Pelican Lakes Point, Suite 201, Windsor, Colorado 80550, agree to certain locations for well(s), production facilities, access, and all other Oil and Gas Operations on, and payment for damages to, the surface of land connected with Oil and Gas Operations on, the following land (“*Land*”):

Water Valley West Subdivision, being a replat of Lots 2 and 3, Water Valley West – Imago Enterprises Minor Subdivision located in Sections 30, 31 and the west half of Section 29, Township 6 North, Range 67 West, of the Sixth Principal Meridian, Town of Windsor, County of Weld, State of Colorado.

It is agreed and understood that the location of the above-referenced wells will be outside of the Colorado Oil and Gas Conservation Commission (“*COGCC*”) designated drilling windows as set forth in Rule 318A.a. and such locations act as any necessary waivers required by COGCC regulations. Said designated drilling windows are generally defined as the center of any governmental quarter section and quarter-quarter section.

It is further agreed and understood that the above-referenced wells will not be “twinned,” as required by COGCC Rule 318A.c. Pursuant to Rule 318A.c.(2), Operating Company will locate the wells on the agreed upon location as depicted in the SUA.

It is further agreed and understood that the requirements of the SUA apply to, and run with, the Land and inure to the benefit of and bind Surface Owner and Operating Company and their respective agents, assigns, employees, heirs, lessees, mortgages, permittees, successors and transferees, and all entities or persons claiming by, through or under them, and include the following, without limitation:

1. Operating Company shall plug and forever abandon and reclaim the Raindance FD 19-21HN (API #05-123-37633) well on or before May 1, 2017, and thereafter shall record a notice of termination thereof.
2. Operating Company shall forever surrender and terminate the Surface Use Agreement by and between Operating Company and Surface Owner, dated August 1, 2013, for the SE/4SE/4 of Section 30, Township 6 North, Range 7 West, of the Sixth Principal Meridian,

Town of Windsor, County of Weld, State of Colorado, on the Effective Date and shall record a Notice of Termination thereof.

3. All Oil and Gas Operations on the Land shall be confined to the locations to which Surface Owner has granted access and rights of use by easement or license pursuant to the SUA, and which licenses and easements shall be incorporated into the final plat for the Land, and which easements are recorded in full in the real property records in the office of the Clerk and Recorder of Weld County, Colorado. Such locations include two easements for sites designated as oil and gas operations areas, an easement for flowlines, and licensed use of an access road and locations for temporary surface placement of water lines.

4. On or before sixty (60) days prior to initiating construction on either Oil and Gas Operations Area, as defined in the SUA, Operating Company shall submit to Surface Owner, and conduct Oil and Gas Operations in accordance with, a development plan that satisfies the requirements of the SUA and all Applicable Law (as defined in the SUA) and which contains the following information:

- a. Visual Screening Plan;
- b. Site Layout Plan;
- c. Noise Mitigation Plan;
- d. Lighting Plan;
- e. Stormwater Management Plan; and
- f. Production and Produced Water Plan.

5. All oil, gas, produced water, and other hydrocarbons and waste shall be piped, and not trucked, off of the oil and gas operations areas, except in cases of force majeure or prior to the time a pipeline is installed for offsite transport of such materials. Surface Owner's affiliates have conveyed to Operating Company an option to purchase, and an easement for use of, a loading pad site located outside the Land to accept such materials, together with an easement for access to such loading pad. Such easement for use will terminate upon exercise of the option to purchase.

6. Operating Company shall provide a well abandonment and reclamation plan to Surface Owner consistent with the current Colorado Oil and Gas Conservation Commission regulations in place at the time of the proposed well abandonment and the SUA. Such plan shall contemplate restoration of the prior land configuration and/or contouring and landscaping to the extent consistent with final design grades of the surrounding development, as appropriate.

7. Operating Company shall utilize low profile tanks that are technically feasible and economically practicable for emission controls for its production facilities. Tanks shall not exceed 24 feet in height and shall be screened from view.

8. Operating Company shall use reasonable efforts to avoid flaring on the above-referenced lands, except for the use of enclosed, smokeless flares for reduction of emissions of volatile organic compounds, as may be required by Applicable Law, and provide advance notice of flaring, if possible.

9. Operating Company shall not dispose of exploration and production waste on the Land.

10. Operating Company shall not hunt or fish or bring alcoholic beverages, weapons, firearms, or illegal substances on the Land.

11. Operating Company shall not house employees on the Land, with the exception of one living trailer on each Oil and Gas Operations Area during drilling and completion operations.

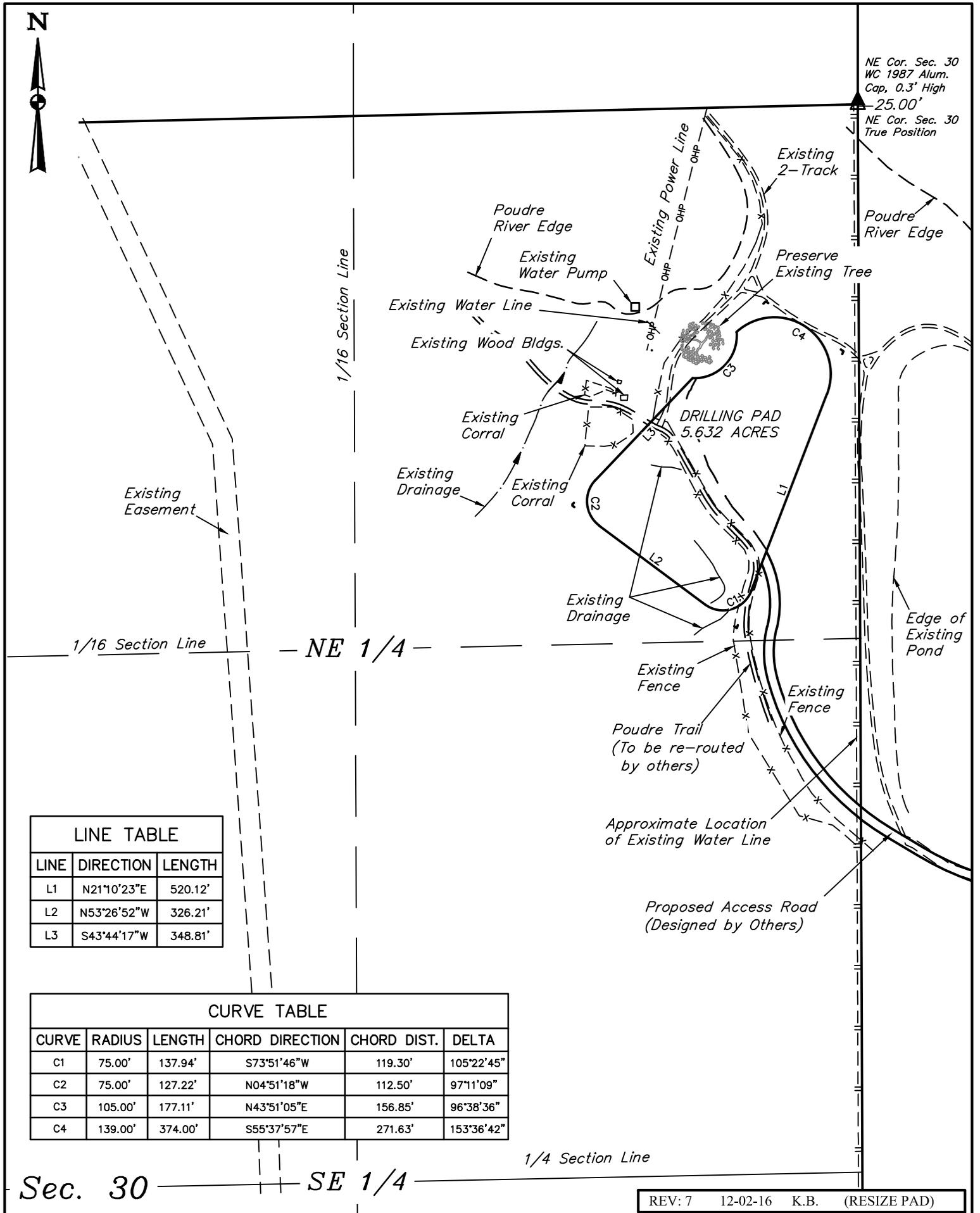
12. Operating Company shall maintain the Oil and Gas Operations Area pursuant to Rule 603.f. of the Colorado Oil and Gas Conservation Commissions regulations (provided no burning or burial of material shall be authorized) in addition to other requirements of the SUA.

13. In the case of the release, spill, discharge, leak, disturbance, or disposal of Hazardous Materials (defined below) as a result of Operating Company's operations on the Raindance Property (including the OGOA), Operating Company shall immediately control and diligently remediate all contaminated media as required by Applicable Law and shall restore the affected portion of the Raindance Property (including the OGOA) to its condition prior to such release, spill, discharge, or disturbance, including, without limitation, turf and other landscaping elements.

14. Surface Owner will provide notice of the Oil and Gas Operations Areas and easements governed by the SUA to all buyers and prospective buyers of any portion of the Raindance Property, as defined by the SUA.

This Memorandum of Agreement is executed by Surface Owner and Great Western and placed of record in Weld County, Colorado, for the purpose of placing all persons on notice of the existence of the Surface Use and Compatible Development Agreement, dated August 31, 2016. Nothing in this Memorandum of Agreement shall be construed to expand, limit, or alter in any way the terms and conditions of the SUA. A true and complete copy of the SUA is available from Great Western or Surface Owner to any person under contract to purchase all or any portion of the Land or a recorded interest in the Land. Capitalized terms used herein shall have the definitions set forth in the SUA, unless otherwise defined herein.

IN WITNESS WHEREOF, this instrument is executed and made effective this 9th day of September, 2016.



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N21°10'23"E	520.12'
L2	N53°26'52"W	326.21'
L3	S43°44'17"W	348.81'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIRECTION	CHORD DIST.	DELTA
C1	75.00'	137.94'	S73°51'46"W	119.30'	105°22'45"
C2	75.00'	127.22'	N04°51'18"W	112.50'	97°11'09"
C3	105.00'	177.11'	N43°51'05"E	156.85'	96°38'36"
C4	139.00'	374.00'	S55°37'57"E	271.63'	153°36'42"

REV: 7 12-02-16 K.B. (RESIZE PAD)

GREAT WESTERN OPERATING COMPANY

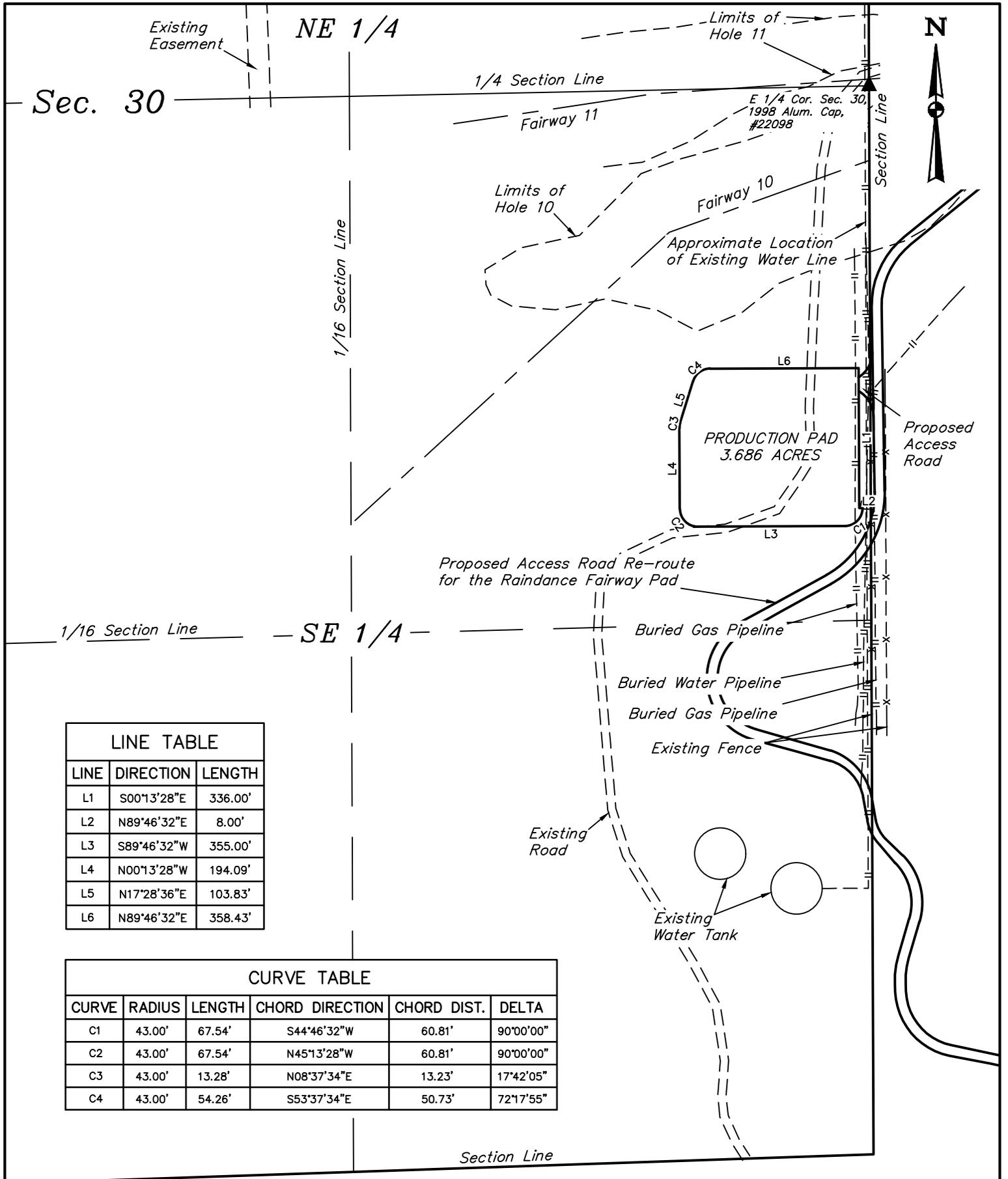
**RAINANCE FD PAD
SECTION 30, T6N, R67W, 6th P.M.
WELD COUNTY, COLORADO**

SURVEYED BY	DATE		
CHAD MEIERS, C.R.	02-18-16		
DRAWN BY	DATE		
J.S.	03-20-15		
SCALE	NONE		



UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

EXHIBIT B-1 TO SUA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S00°13'28"E	336.00'
L2	N89°46'32"E	8.00'
L3	S89°46'32"W	355.00'
L4	N00°13'28"W	194.09'
L5	N17°28'36"E	103.83'
L6	N89°46'32"E	358.43'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIRECTION	CHORD DIST.	DELTA
C1	43.00'	67.54'	S44°46'32"W	60.81'	90°00'00"
C2	43.00'	67.54'	N45°13'28"W	60.81'	90°00'00"
C3	43.00'	13.28'	N08°37'34"E	13.23'	17°42'05"
C4	43.00'	54.26'	S53°37'34"E	50.73'	72°17'55"

REV: 4 12-02-16 K.B. (RESIZE PAD)

GREAT WESTERN OPERATING COMPANY

**RAINANCE PRODUCTION PAD
SECTION 30, T6N, R67W, 6th P.M.
WELD COUNTY, COLORADO**

SURVEYED BY	DATE		
DALLAS NIELSON, C.M.	02-08-16		
DRAWN BY	DATE		
J.S.	03-20-15		
SCALE	NONE		



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EXHIBIT C-1 TO SUA

