

FIRST AMENDMENT TO SURFACE USE AGREEMENT AND GRANT OF EASEMENT
BETWEEN

L&S CAPITAL LTD. & BONANZA CREEK ENERGY OPERATING COMPANY, LLC.

This FIRST AMENDMENT (the "Amendment") to that SURFACE USE AGREEMENT AND GRANT OF EASEMENT (as defined below, the "SUA"), is made and entered into this 18th day of November, 2019 ("First Amendment Effective Date), by and between L&S Capital Ltd. whose address is 800 N. Hwy 36, Byers, Colorado 80103 ("L&S"), and Bonanza Creek Energy Operating Company, LLC, a Delaware limited liability company, whose address is 410 17th Street, Suite 1400, Denver, Colorado 80202 ("Company"). L&S and Company may be referred to individually as a "Party" and collectively as the "Parties". Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the SUA.

RECITALS

- A. L&S and Company entered into that certain Surface Use Agreement and Grant of Easement dated August 15th, 2014, (the "SUA") filed of record in Weld County, Colorado at Reception No. 4039161. The SUA and all of its terms and conditions remain in effect, except as modified expressly by this Amendment.
- B. The Parties acknowledge that conditions on the Lands have evolved and changed over time, and now wish to memorialize certain changes to the SUA to reflect those changed circumstances with this Amendment.
- C. The Parties desire to amend the definition of "Property" in the SUA to more precisely describe the subject lands, and include additional lands on which Bonanza intends to perform subsurface and surface operations from and upon.
- D. The Parties further desire to amend certain exhibits to the SUA to reflect the amended definition of Property herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises hereafter set forth, and for the good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the SUA as follows:

1. The Property as described on page one (1) of the SUA shall be deleted in its entirety and replaced with the following:

Township 5 North, Range 61 West, 6th P.M

Weld County, Colorado

All of Section 5, Township 5 North, Range 61 West of the 6th P.M.
(Lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$)

All of Section 6, Township 5 North, Range 61 West of the 6th P.M.
(Lots 1-7, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$)

All of Section 7, Township 5 North, Range 61 West of the 6th P.M.
(Lots 1-4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$)

All of Section 8, Township 5 North, Range 61 West of the 6th P.M.
All EXCEPTING THEREFROM a parcel of land conveyed to Masters School District No.71 by deed recorded in Book 1048 at Page 434.

The W $\frac{1}{2}$ and the SE $\frac{1}{4}$ of Section 17, Township 5 North, Range 61 West of the 6th P.M.

All of Section 18, Township 5 North, Range 61 West of the 6th P.M.
(Lots 1-4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$)

Township 6 North, Range 61 West, 6th P.M

Weld County, Colorado

The W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 29, Township 6 North, Range 61 West of the 6th P.M.

All of Section 32, Township 6 North, Range 61 West of the 6th P.M.

2. Exhibits.

- a) The single page constituting "Surface Use Agreement - Exhibit A" of the SUA is deleted in its entirety and replace with "Amended Surface Use Agreement - Exhibit A" attached hereto.
- b) Exhibit B the "Right -of-Way Grant" shall now include two additional exhibit pages, each entitled "Pipeline Easement Exhibit A", attached hereto, covering additional Right-of-Way Lands situated in Weld County, State of Colorado described below and as more particularly described on the attached "Pipeline Easement Exhibit A" pages.

Township 5 North, Range 61 West, 6th P.M
Weld County, Colorado

Section 5: Lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ (All)

Section 6: Lots 1-7, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ (All)

3. Grant of Access.

On page 2, Section 2 of the SUA, the sentence beginning with "As depicted in Exhibit A, the Parties agree that..." and ending with "...lines of Section 17 and 18" shall be deleted in its entirety and replaced with the following:

As depicted in Amended Surface Use Agreement - Exhibit A, the Parties agree that the "Operations Areas" shall include the lands within; 600 feet to the south of the north section lines of Sections 5 and 6; the existing Pronghorn P-8 well pad located in the N/2NE/4 of Section 8; 600 feet to the north of the south section lines of Sections 7 and 8; 600 feet to the south of the north section lines of Sections 17 and 18; and 600 feet to the north of the south section lines of Sections 17 and 18; 100 feet to the North of the South section line and 600 feet to the South of the North section line; 100 feet to the East of the of the West section line and 100 feet to the West of the East section line of Section 32, Township 6N, Range 61W; the interior 100 feet of the outer perimeter of the W/2SW4 of Section 29, Township 6N, Range 61W.

4. Rights-of-Way for Third-Party Operations.

In addition to and in compliance with the rights provided in Section 4 of the SUA. Owner hereby grants for an additional period of three years from the Effective Date of the First Amendment; the option to place within the Access Corridors or Operations Areas additional Third-Party Lines. Said additional period shall only be affective upon the Access Corridors or Operations Areas within the described Property:

Township 5 North, Range 61 West, 6th P.M

Section 5: Lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ (All)

Section 6: Lots 1-7, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ (All)

Township 6 North, Range 61 West, 6th P.M

Section 29: W1/2 SW1/4

Section 32: ALL

5. Consents and Waivers.

- a) In addition to the consents and waivers granted in Section 11 of the SUA, Owner hereby expressly grants to the Company the following to align with the current regulatory climate:
 - i. Company is hereby expressly granted consent to locate any number of wells within the Operations Area as depicted in the Amended Surface Use Agreement - Exhibit A, and for each well Company proposes within the Operations Area, Owner shall consent to locate any Well on the Operations Area.
 - ii. Without limitation of the rights granted to Company under the Agreement, Owner hereby agrees if presented, to execute, all waivers and authorizations in concurrence to the Following and waives the following notices, or grants the following consent, as applicable, as required by Weld County, Federal and the COGCC comment periods attributable thereto and as modified hereto:
 - COGCC Rule305.a.Notice of Intent to Conduct Oil and Gas Operations
 - COGCC Rule305.c. Comment Period Notification - OGLA Notice to Surface Owner/Buffer Zone Notice
 - COGCC Rule 305.f Statutory Notice to Surface Owner
 - COGCC Rule 305.h. Move-In; Rig-Up Notice
 - COGCC Rule 305.f.(4) Notice of Subsequent Operations

- COGCC Rule 306.a Consultation and Meeting Procedure of Surface Owners
- COGCC Rule COGCC Rule 318A.(c), locating any well less than fifty (50) feet from an Existing well pursuant to COGCC Rule 318A.(c), and granting consent to locate any well Outside of the GWA windows as defined in COGCC Rule318A.(a).
- Weld County Code Chapter 21 - Weld County Oil and Gas Energy Department 41041 WOGLA (Weld County Oil and Gas Location Assessment) and Comment Period.
- Owner hereby grants Company the right to act as Authorized Agent on Owner's behalf in Regard to the 1041 WOGLA process, including but not limited to Building, Planning and Environmental Health Department Permits and Services and Public Works Access Permits.
- Owner hereby authorizes Company to drill a Federal well from L&S private surface estate, and guarantee the BLM access to the Federal well on the private surface estate to perform all necessary surveys and inspection pertaining to the Federal well, until well is deemed plugged and abandoned.

6. Notice:

The Company's contact information for notices required under the SUA, as shown in Section 25(b) of the SUA, is deleted in its entirety and replaced with the following:

If to Company:

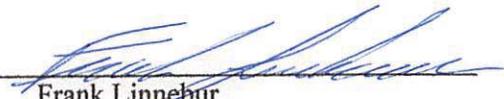
Operator:	Bonanza Creek Energy Operating Company, LLC
Person of Contact:	Rocky Mountain Land Manager
Address:	410 17 th Street, Suite 1400 Denver, Colorado 80202
Phone Number:	720-440-6100
Fax:	720-305-0804
Email:	CONTACT LAND MANAGER

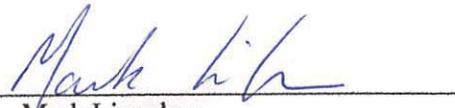
Toll Free 24-Hour Emergency Phone Number: 1-800-578-5610

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date and year first above written.

Owner:
L&S Capital, Ltd.

BY: 
Frank Linnebur
Vice President of Progressive Farms Mgt. Inc. & General Partner of L&S Capital. Ltd.

BY: 
Mark Linnebur
President of Progressive Farms Mgt. Inc. & General Partner of L&S Capital. Ltd.

Company:
Bonanza Creek Energy Operating Company, LLC

BY: 
Maxwell Faith
Attorney-in-Fact MTK

[Acknowledgements On Following Page]

ACKNOWLEDGEMENTS

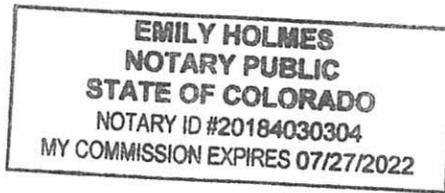
STATE OF COLORADO)
) ss
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 18th day of November, 2019, before me, personally appeared Frank Linnebur as Vice President of Progressive Farms Mgt. Inc. & General Partner of L&S Capital. Ltd., 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:

7/27/2022



Emily Holmes
Notary Public

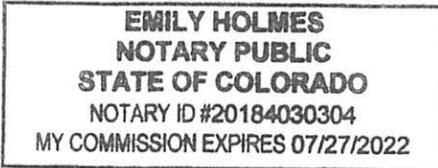
STATE OF COLORADO)
) ss
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 18th day of November, 2019, before me, personally appeared Mark Linnebur as President of Progressive Farms Mgt. Inc. & General Partner of L&S Capital. Ltd., 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:

07/27/2022



Emily Holmes

Notary Public

ACKNOWLEDGEMENTS
Continued

STATE OF COLORADO)
CITY &) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2 day of December, 2019, before me, personally appeared Maxwell Faith as Attorney-in-Fact of Bonanza Creek Energy Operating Company, Inc., and as Attorney-in-Fact for Bonanza Creek Energy Operating Company, 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:

4/5/2020

Michael T Kuledge

Notary Public

[AMENDED EXHIBIT A]

See Attached

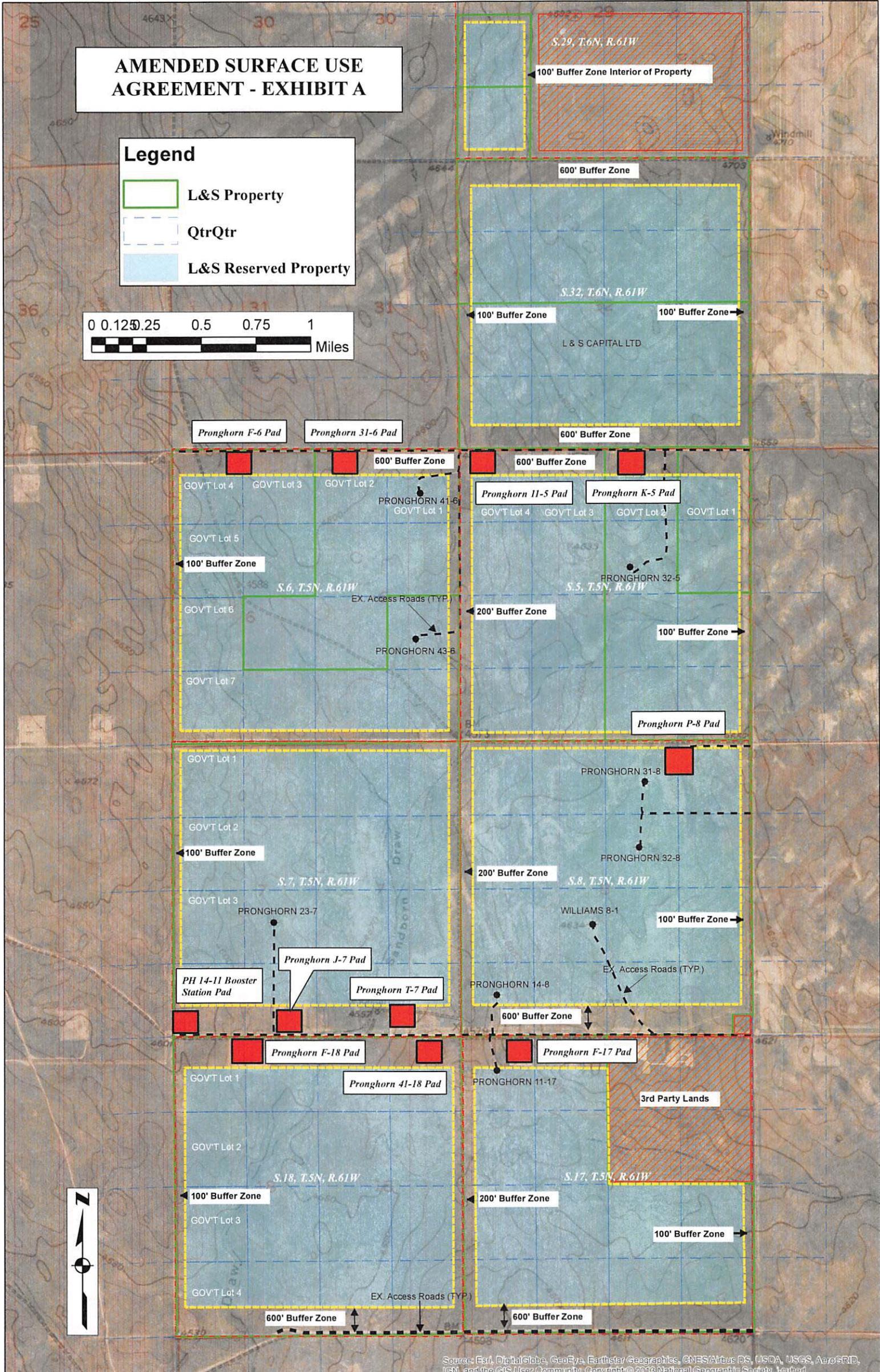
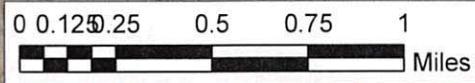
Initials ML 

Amended Surface Use Agreement Oil and Gas Locations

AMENDED SURFACE USE AGREEMENT - EXHIBIT A

Legend

- L&S Property
- QtrQtr
- L&S Reserved Property



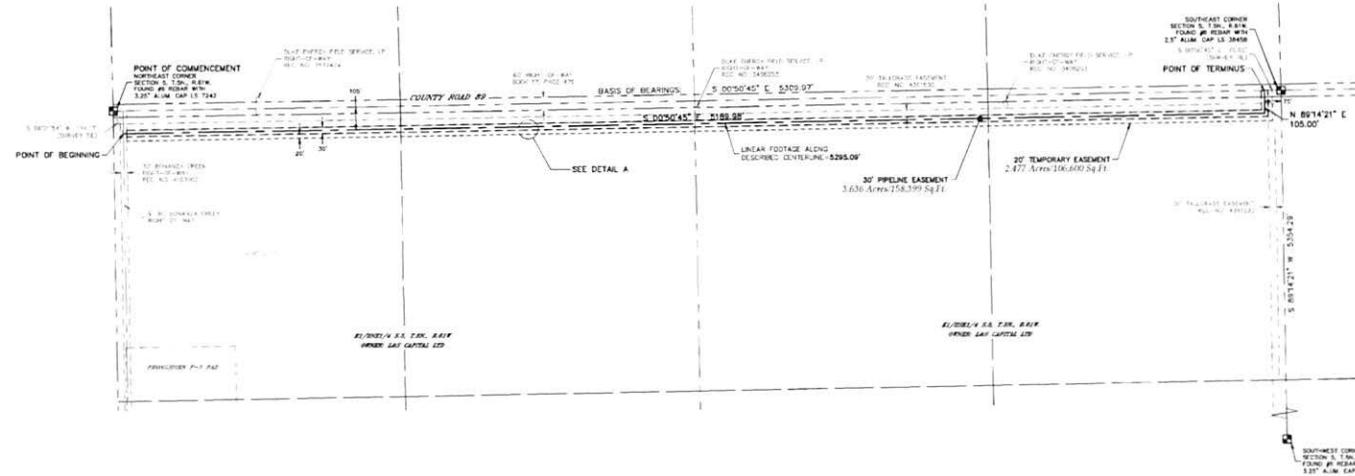
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Copyright © 2010 National Geographic Society, Keubed

[AMENDED EXHIBIT B]

See Attached Exhibit A to The Exhibit B

PIPELINE EASEMENT EXHIBIT

A Portion of the East-half of the East-half of
Section 5, Township 5 North, Range 61 West of the 6th P.M.,
County of Weld, State of Colorado



PROPERTY DESCRIPTION:

A strip of land for easement purposes being Thirty (30) feet in width and being a portion of the East-half of the East-half of Section Five (5), Township Five North (T.5N.), Range Sixty-one West (R.61W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, the centerline of which being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 5 and assuming the East line of said Section 5 as bearing South 02°50'45" East as monumented by a #6 rebar with a 3.25" aluminum cap LS 7242 on the North end and monumented by a #6 rebar with a 2.5" aluminum cap LS 38458 on the South end, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum, 1983, a distance of 5329.97 feet with all other bearings contained herein being relative thereto;

The linear dimensions as contained herein are based upon the "U.S. Survey Foot."

THENCE South 66°01'34" West a distance of 114.17 feet to the centerline of Bonanza Creek Right-of-Way, Reception No. 4103002 of the records of Weld County and to the **POINT OF BEGINNING**;

THENCE South 02°50'45" East along a line being parallel with and One Hundred-five (105) feet West of as measured at a right angle to the East line of said Section 5 a distance of 5199.89 feet;

THENCE North 89°14'21" East along a line being parallel with and Seventy-five (75) feet North of as measured at a right angle to the South line of said Section 5 a distance of 103.00 feet to the **POINT OF TERMINUS** from which the Southeast corner of said Section 5 bears South 02°50'45" East a distance of 73.00 feet;

Said strip contains 1636 Acres (158,399 sq. ft.) more or less (+/-), and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

TOGETHER WITH a temporary construction easement (T.C.E.) being Twenty (20) feet in width and coincident with the West and South sidelines of the aforesaid easement.

Said temporary construction easements contain 2,477 Acres (108,600 sq. ft.) more or less (+/-), and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

The sidelines of said easements are to be prolonged or shortened to terminate at the South line of said Bonanza Creek Easement at the North end and at the East line of said Section 5 at the southern end.

TITLE COMMITMENT NOTE

At the request of our client, recorded rights-of-way and easements were not researched and recorded and apparent rights-of-way and easements are not shown hereon. (38-51-106 C.R.S.)

NOTE

According to Colorado law, you must commence any legal action based upon any defect in the survey within three years after you discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon. (13-80-105 C.R.S.)

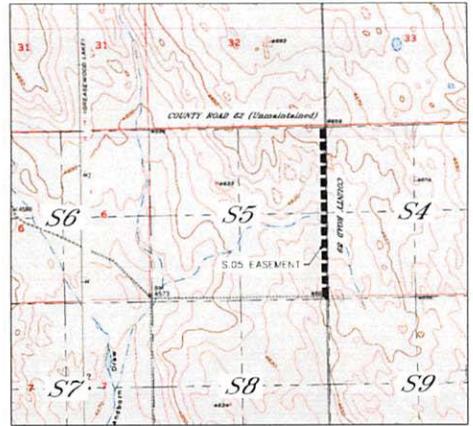
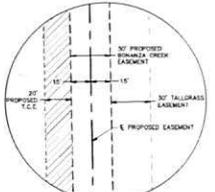
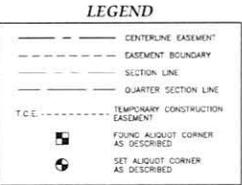
TOTAL LINEAR FOOTAGE ALONG DESCRIBED CENTERLINE = 5295.00'
TOTAL AREA OF DESCRIBED PERMANENT EASEMENT = 1636 Acres
TOTAL AREA OF DESCRIBED TEMPORARY EASEMENT = 2,477 Acres

SURVEYOR'S STATEMENT

I, Kyle E. Rutz, a Colorado Licensed Professional Land Surveyor, do hereby state that this Easement Exhibit was prepared from an actual survey under my personal supervision, that the monumentation as indicated hereon was found or set as shown, and that the foregoing plot is an accurate representation thereof, all this to the best of my knowledge, information and belief.



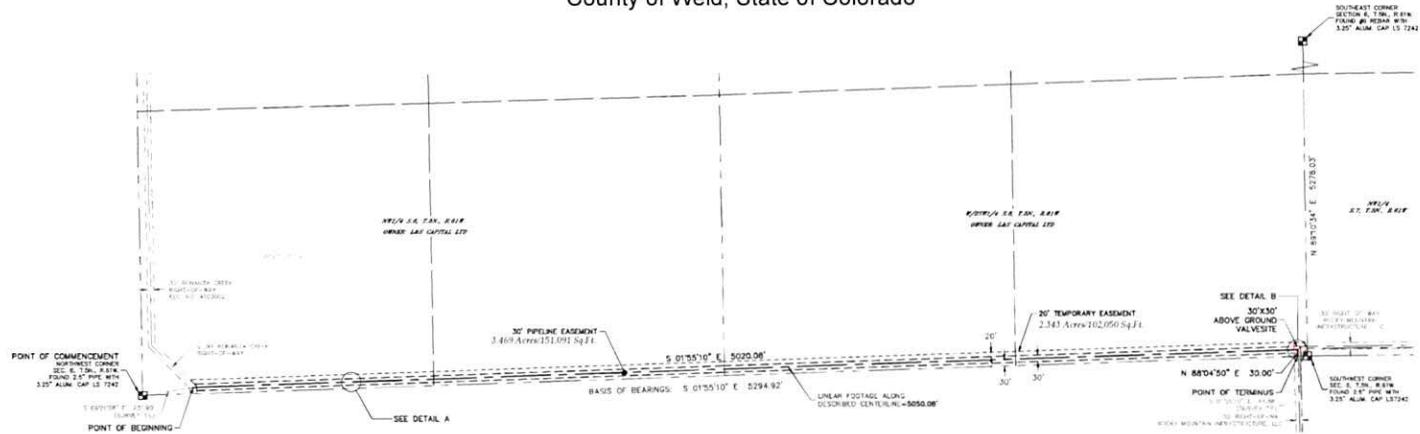
Kyle E. Rutz—On behalf of Lat40, Inc.
Colorado Licensed Professional
Land Surveyor No. 38502



DATE: 11/20/2019	FILE NAME: 2019241ESMT	DRAWN BY: LD	CHECKED BY: KER	SCALE: 1" = 300'	PROJECT #: 2019241
REVISIONS:		DATE:	EASEMENT EXHIBIT FOR BONANZA CREEK ENERGY 410 17TH STREET, SUITE 1500 DENVER, CO 80202		
Lat40, Inc. Professional Land Surveyors 6250 W. 10th Street, Unit 2 Greeley, CO 80634 O: 970-515-5294			1 SHEET 1 OF 1		

PIPELINE EASEMENT EXHIBIT

A Portion of the West-half of the West-half of
Section 6, Township 5 North, Range 61 West of the 6th P.M.,
County of Weld, State of Colorado



PROPERTY DESCRIPTION

A strip of land for easement purposes being Thirty (30) feet in width, and being a portion of the West-half of the West-half (W1/2W1/2) of Section Six (6), Township Five North (T.5N.), Range Sixty-one West (R.61W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, the centerline of which being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 6 and assuming the West line of said Section 6 as bearing South 01°55'10" East as monumented by a 2.5" pipe with a 3.25" aluminum cap LS 7242 on the North end and monumented by a 2.5" pipe with a 3.25" aluminum cap LS 7242 on the South end, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 5294.92 feet with all other bearings contained herein being relative thereto;

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

THENCE South 02°21'08" East a distance of 231.90 feet to the centerline of Bonanza Creek Right-of-Way, Reception No. 4103002 of the records of Weld County and to the **POINT OF BEGINNING**;

THENCE South 01°55'10" East along a line being parallel with and Thirty (30) feet East of as measured at a right angle to the West line of said Section 6 a distance of 5020.08 feet;

THENCE South 88°04'50" West a distance of 30.00 feet to the West line of said Section 6 and the **POINT OF TERMINUS**, from which the Southwest corner of said Section 6 bears South 01°55'10" East a distance of 44.88 feet.

Said strip contains 3.469 Acres (151,091 sq. ft.) more or less (+/-), and is subject to any rights-of-way or other easements of record on the aforesaid parcel of land.

TOGETHER WITH a temporary construction easement (T.C.E.) being Twenty (20) feet in width and coincident with the East and South sidelines of the aforesaid easement.

Said temporary construction easements contain 2.343 Acres (102,050 sq. ft.) more or less (+/-), and is subject to any rights-of-way or other easements of record on the aforesaid parcel of land.

The sidelines of said easements are to be prolonged or shortened to terminate at the South line of said Bonanza Creek Easement at the North end and at the West line of said Section 6 at the boundary end.

TITLE COMMITMENT NOTE

At the request of our client, recorded rights-of-way and easements were not researched and recorded and apparent rights-of-way and easements are not shown hereon. (38-51-106 C.R.S.)

NOTE

According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon. (13-80-103 C.R.S.)

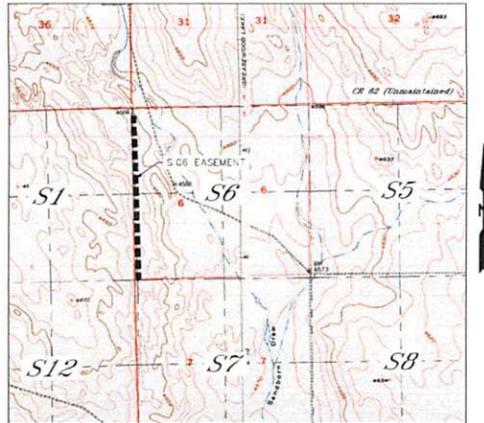
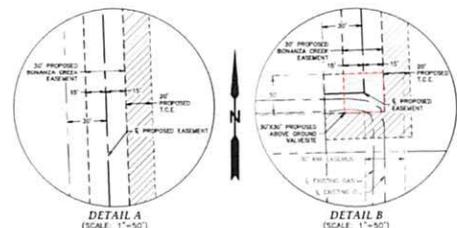
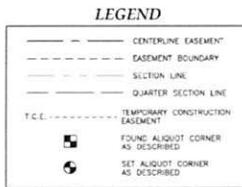
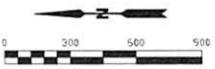
TOTAL LINEAR FOOTAGE ALONG DESCRIBED CENTERLINE = 5050.08'
TOTAL AREA OF DESCRIBED PERMANENT EASEMENT = 3.469 Acres
TOTAL AREA OF DESCRIBED TEMPORARY EASEMENT = 2.343 Acres

SURVEYOR'S STATEMENT

I, Kyle E. Rutz, a Colorado Licensed Professional Land Surveyor, do hereby state that this Easement Exhibit was prepared from an actual survey under my personal supervision, that the monumentation as indicated hereon was found or set as shown, and that the foregoing plot is an accurate representation thereof, all this to the best of my knowledge, information and belief.



Kyle E. Rutz—On behalf of Lat40, Inc.
Colorado Licensed Professional
Land Surveyor No. 36307



VICINITY MAP
(NOT TO SCALE)

	Lat40, Inc. Professional Land Surveyors 6250 W. 10th Street, Unit 2 Greeley, CO 80634 O: 970-515-5294	DATE: 11/20/2019	FILE NAME: 2019241ESMT	DRAWN BY: LD	CHECKED BY: KER	SCALE: 1"=300'	PROJECT #: 2019241	
		REVISIONS:		DATE:		EASEMENT EXHIBIT FOR BONANZA CREEK ENERGY 410 17TH STREET, SUITE 1500 DENVER, CO 80202		
							1	SHEET 1 OF 1