

MEMORANDUM OF AMENDED AND RESTATED SURFACE USE AGREEMENT

This Memorandum of Amended and Restated Surface Use Agreement (70 Ranch Lands and Access to State Lands and TH Ranch Lands) (this "Memorandum") is made and entered into this 9th day of March, 2015, but effective as of April 30, 2013 (the "Effective Date"), by and between **70 RANCH, LLC**, a Colorado limited liability company whose address is 8301 E. Prentice Avenue, Suite 100, Greenwood Village, Colorado 80111 ("70 Ranch"), and **BONANZA CREEK ENERGY OPERATING COMPANY, LLC**, a Delaware limited liability company, and **BONANZA CREEK ENERGY, INC.**, a Delaware corporation, whose address is 410 17th Street, Suite 1500, Denver, Colorado 80202 (collectively, "Bonanza"). 70 Ranch and Bonanza are each a "Party," and collectively are the "Parties."

Background

A. 70 Ranch and Bonanza entered into an Amended and Restated Surface Use Agreement (70 Ranch Lands and Access to State Lands and TH Ranch Lands) dated to be effective as of April 30, 2013 (the "Original Agreement").

B. 70 Ranch and Bonanza entered into a First Amendment to the Amended and Restated Surface Use Agreement dated September 15, 2004, which amends certain provisions of the Original Agreement ("First Amendment"). The Original Agreement and the First Amendment are together referred to as the "Agreement."

C. The Parties desire to file this Memorandum of record in the real property records of Weld County, Colorado, to give notice of the existence of the Agreement and certain provisions contained therein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1: Notice. Notice is hereby given of the existence of the Agreement and all of its terms, covenants and conditions to the same extent as if the Agreement were fully set forth herein. Certain provisions of the Agreement are summarized below. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

SECTION 2: Lands. The Memorandum covers the following leases and lands:

- a. The properties described more particularly on **Exhibit A** are the "70 Ranch Lands," the properties described on **Exhibit A-1** are the "State Lands," and the properties described on **Exhibit A-2** are the "TH Ranch Lands." The 70 Ranch Lands, the State Lands, and the TH Ranch Lands may be collectively referred to herein as the "Lands."
- b. The leases described in **Exhibit B** are collectively referred to herein as the "Leases."

- c. The lands described in **Exhibit J** are collectively referred to herein as the "Pronghorn Properties."

The Exhibits to this Memorandum are hereby incorporated in this Memorandum by reference and constitute a part of this Memorandum.

SECTION 3: Wellsite and Access Corridors. Bonanza has or may drill and complete wells, and place facilities necessary or convenient to the exploration, completion, operation, transporting, gathering and/or production of oil, gas and other hydrocarbon substances on each **Wellsite** area shown on the attached **Exhibit C**. In accordance with Section 3.1 of the Agreement, 70 Ranch grants to Bonanza an easement for road, water and gas pipeline and utility access to all Lands and Leases, using the access routes depicted on the annexed **Exhibit C**, and as otherwise provided in the Agreement. Section 3.2 of the Agreement provides that roads, pipelines and utilities on 70 Ranch Lands associated with future Wellsites and production facilities on 70 Ranch Lands, other than those shown on **Exhibit C**, shall be at reasonably direct locations which do not materially interfere with the intended surface uses of 70 Ranch, consent to which locations shall not be unreasonably withheld by 70 Ranch.

SECTION 4: Rights of Gas and Water Gatherers. In accordance with Section 8.2 of the Agreement, 70 Ranch grants Bonanza and its third party oil, gas or water transporters, oil, gas or water gatherers and oil, gas or water sellers, rights-of-way for flowlines, gathering lines and other oil, gas or water pipelines (i) existing or planned on the date of the Agreement, at locations shown on **Exhibit C**, and (ii) constructed in the future, but only insofar as such lines are constructed immediately adjacent to or within the right-of-way of any roads serving Bonanza wells or facilities, for gathering lines serving Bonanza wells and production facilities on 70 Ranch, State Lands, TH Ranch Lands and the Pronghorn Properties. All wells drilled on the 70 Ranch Lands, State Lands, TH Ranch Lands and the Pronghorn Properties may be connected to the gathering system of such oil, gas or water gatherer as Bonanza may designate in writing all in the ordinary course of business of the gatherer and Bonanza.

SECTION 5: Ultimate Right to Connect. The Agreement is intended to confine the placement of pipelines to the locations depicted on **Exhibit C**, or as otherwise provided for therein. However, the parties acknowledge that 70 Ranch intends to grant the right to Bonanza or its designated gas transporters, gatherers and/or 70 Ranch to make necessary connections to any well on the 70 Ranch Lands, TH Ranch Lands, the State Lands or the Pronghorn Properties, and to the extent anything prevents such necessary connections along the routes shown on **Exhibit C**, the Parties agree to negotiate reasonably and in good faith for alternative pipeline routes and connections across 70 Ranch Lands to ensure that such connections can be made with a minimum of disturbance to the surface of the 70 Ranch Lands.

SECTION 6: Pronghorn Pipeline. In accordance with Section 8.4 of the Agreement, 70 Ranch grants Bonanza the right to construct a new water pipeline (the "Pronghorn Pipeline") that will run from a location on the State Lands in Section 26, Township 5 North, Range 63 West, along the rights of way designated on **Exhibit C** and ending at a point located on the Pronghorn Properties. The Pronghorn Pipeline may be used to transport water from the 70 Ranch Lands to the Pronghorn Properties. Use of the Pronghorn Pipeline is for the benefit of Bonanza, as operator of wells in which Bonanza owns an interest, for the sole purpose of developing,

operating, and producing oil and gas from oil and gas leases now owned or hereafter acquired by Bonanza and covering the Pronghorn Properties ("Pronghorn Leases"). Bonanza may not transport water across 70 Ranch Lands to the Pronghorn Pipeline for any purpose other than transporting water for the drilling of, completion of, operation of, or production from wells located on the Pronghorn Leases or lands pooled therewith, in which Bonanza is the operator.

SECTION 7: No Amendment to Agreement. This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend nor modify the Agreement in any way. This Memorandum is not intended to, and shall not be constructed to reduce, minimize, expand, change the scope of, or in any way alter, amend, or terminate any of the rights granted under the Agreement. In the event of a conflict between the terms of this Memorandum and the terms of the Agreement the terms of the Agreement will control. Bonanza may record additional notices to more accurately describe the location of the pipeline or depict the location of additional pipelines.

[SIGNATURE PAGE TO FOLLOW]

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

APPROVED
as to
FORM

File 6, 2015

70 RANCH, LLC

A Colorado limited liability company

By: 

**BONANZA CREEK ENERGY OPERATING
COMPANY, LLC**

A Delaware limited liability company

By: 

Vice President, Land

*JSN
MGR*

BONANZA CREEK ENERGY, INC.

A Delaware corporation

By: 

Vice president, Land

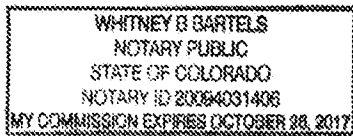
*JSN
MGR*

ACKNOWLEDGEMENTS

STATE OF COLORADO)
Arapahoe) ss
_____)

The foregoing instrument was acknowledged before me this 13th day of February, 2013, before me, personally appeared Robert A. Lembre as Manager of 70 Ranch, 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: 10-26-17
Whitney Bartels
Notary Public

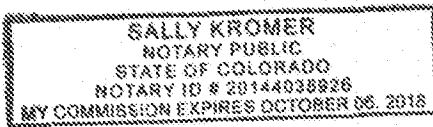
STATE OF COLORADO

)
) ss
)

Denver

On March 10, 2015, before me, personally appeared Curt Moore as VP - Land of Bonanza Creek Energy, Inc., for that company and for that company as Manager of 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: 10-06-2018

Sally Kromer
Notary Public

EXHIBITS

- A. 70 Ranch Lands
- A-1. State Lands
- A-2. TH Ranch Lands (North of South Platte River)
- B. Bonanza Leases
- C. Wellsite Locations and Access Corridors
- J. Pronghorn Properties

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EXHIBIT A**70 Ranch Lands**Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado

Section 9: All
 Section 13: All
 Section 17: All
 Section 20: W/2, SE/4
 Section 21: All
 Section 22: All
 Section 23: All
 Section 24: All
 Section 25: All
 Section 27: All
 Section 28: NE/4NE/4
 Section 31: E/2
 Section 32: SW/4
 Section 33: N/2
 Section 34: All
 Section 35: N/2, and S/2 located north of the Riverside Canal.

Township 4 North, Range 63 West, 6th P.M., Weld County, Colorado

Section 1: All
 Section 3: All
 Section 10: Portion of the N/2

Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado

Section 3: W/2E/2
 Section 15: W/2, W/2E/2
 Section 17: All
 Section 18: All
 Section 19: All
 Section 20: All
 Section 21: All (except E/2 NE/4, which will be subject to an irrevocable license rather than an easement)
 Section 29: All
 Section 31: All
 Section 33: All

Township 4 North, Range 62 West, 6th P.M., Weld County, Colorado

Section 3: NW/4
 Section 5: All
 Section 7: N/2NE/4

R

EXHIBIT A-1

State Lands

Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado

Section 3: E/2E/2
Section 15: E/2E/2
Section 16: All
Section 28: All
Section 30: All
Section 32: All

Township 4 North, Range 62 West, 6th P.M., Weld County, Colorado

Section 3: Lot 1, S/2NE/4 (NE/4)
Section 4: Lots 1, 2, S/2NE/4, S/2NW/4 and that part of the S/2 lying North
of the Riverside Canal
Section 6: All
Section 8: All

Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado

Section 26: All
Section 36: N/2, SE/4, N/2SW/4, SE/4SW/4

EXHIBIT A-2**TH Ranch Lands**Township 4 North, Range 62 West, 6th P.M., Weld County, Colorado

- Section 7: All that part of Section 7 lying Southerly and Westerly of the Northerly bank of the Riverside Canal
- Section 17: The North Half of the North Half (N/2N/2) and the South Half of the Northeast Quarter (S/2NE/4)
- Section 18: The North Half of the North Half (N/2N/2)

Township 4 North, Range 63 West, 6th P.M., Weld County, Colorado

- Section 1: All that part of Section 1 lying Southerly and Westerly of the Northerly and Easterly bank of the Riverside Canal
- Section 2: All of Section 2
Excepting therefrom any part thereof as may be contained within that Quit Claim Deed as recorded May 26, 1995 in Book 1493 as Reception Number 2440048 of the records of the Weld County Clerk and Recorder (WCCR)
Excepting therefrom any part of Section 2 as contained within that parcel of land contained within the dedicated Right-Of-Way of Weld County Road #69 as shown on that corrected map as recorded August 15, 1989 as Reception Number 2195779 of the records of the Weld County Clerk and Recorder.
- Section 3: All that part of Section 3 lying Easterly and Northeasterly of the existing centerline of Weld County Road #69 (WCR#69) and Northerly of the existing centerline of Weld County Road #380 (WCR#380)
 And Easterly of that parcel of land as described within that Quit Claim Deed as recorded May 26, 1995 in Book 1493 as Reception Number 2440048 of the records of the WCCR
Excepting therefrom any part of Section 3 as contained within that parcel of land contained within the dedicated Right-Of-Way of Weld County Road #69 as shown on that corrected map as recorded August 15, 1989 as Reception Number 2195779 of the records of the Weld County Clerk and Recorder.
- Section 10: All that part of Section 10 lying Northeasterly of the Northeasterly Right-Of-Way (ROW) line [sic] U.S. Highway # 34 (US Hwy#34) and Easterly of the existing centerline of WCR#69
 And Easterly and Northeasterly of that parcel of land as described within that Special Warranty Deed as recorded November 10, 1988 in Book 1215 as Reception Number 2161552 of the records of the WCCR

Excepting therefrom any part of Section 10 as contained within that parcel of land contained within the dedicated Right-Of-Way of Weld County Road #69 as shown on that corrected map as recorded August 15, 1989 as Reception Number 2195779 of the records of the Weld County Clerk and Recorder.

Section 11: All that part of Section 11 lying
Northeasterly of the Northeasterly ROW line of US Hwy#34
And Easterly and Northeasterly of that parcel of land as described within that Special Warranty Deed as recorded November 10, 1988 in Book 1215 as Reception Number 2161552 of the records of the WCCR

Excepting therefrom any part of Section 11 as contained within that parcel of land contained within the dedicated Right-Of-Way of Weld County Road #69 as shown on that corrected map as recorded August 15, 1989 as Reception Number 2195779 of the records of the Weld County Clerk and Recorder

Section 12: All of Section 12
Excepting therefrom that parcel of land as described in that Quit Claim Deed as recorded March 29, 1900 in Book 130 on Page 348 of the records of the WCCR

Section 13: All that part of Section 13 lying
Northeasterly of the Northeasterly ROW line of US Hwy#34
Excepting therefrom the East Nine Hundred and Seventy-six feet (976') thereof

Section 14: All that part of Section 14 lying
Northeasterly of the Northeasterly ROW line of US Hwy#34

Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado

Section 34: All that part of Section 34 lying
Easterly of the existing centerline of WCR#69 and Southeasterly of that parcel of land as described within that Quit Claim Deed as recorded May 26, 1995 in Book 1493 as Reception Number 2440048 of the records of the WCCR

Section 35: All that part of Section 35 lying
Easterly of the existing centerline of WCR#69 and Southerly and Southwesterly of the Northerly bank of the Riverside Canal
Excepting therefrom that parcel of land as described within that Quit Claim Deed as recorded May 26, 1995 in Book 1493 as Reception Number 2440048 of the records of the WCCR

Excepting therefrom any part of the aforesaid Section 34 and Section 35 as contained within the following described parcel of land:

A tract of land located in the East Half (E/2) of Section 34 and the West Half (W/2) of Section 35 being more particularly described as follows:

Commencing at the East Quarter Comer [sic] of Section 34 and considering the East line of said Section 34 to bear South 00 degrees 00 minutes 36 seconds East and with all other bearings contained herein being relative thereto:

thence South 00 degrees 00 minutes 36 seconds East, 36.00 feet along said East line to the True Point of Beginning;

thence South 86 degrees 09 minutes 00 seconds West, 711.00 feet;

thence North 63 degrees 01 minutes 00 seconds West, 339.00 feet;

thence South 86 degrees 35 minutes 00 seconds West, 86.00 feet;

thence North 29 degrees 35 minutes 00 seconds West, 52.00 feet;

thence North 72 degrees 23 minutes 00 seconds West, 112.00 feet;

thence North 79 degrees 25 minutes 00 seconds West, 99.00 feet;

thence North 00 degrees 00 minutes 00 seconds East, 318.00 feet;

thence North 28 degrees 47 minutes 00 seconds West, 80.00 feet;

thence North 16 degrees 07 minutes 17 seconds West, 70.99 feet;

thence North 28 degrees 28 minutes 58 seconds West, 264.49 feet;

thence North 84 degrees 44 minutes 34 seconds East, 506.83 feet;

thence South 74 degrees 52 minutes 13 seconds East, 1042.77 feet to a point on said East line of Section 34;

thence South 74 degrees 52 minutes 13 seconds East, 31.08 feet;

thence South 00 degrees 00 minutes 36 seconds East, 651.18 feet;

thence South 86 degrees 09 minutes 00 seconds West, 30.07 Feet to the True Point of Beginning.

Section 36: All that part of said Section 36 lying Southwesterly of that part of land as described in that document as recorded April 11, 1905 in Book 228 on Page 14 of the records of the WCCR.

Insofar as these lands lie North of the South Platte River.

EXHIBIT B**Bonanza Leases**

Date: 12/31/2002
 Lessor: P. David Perkins
 Lessee: Rex Monahan
 Recorded: #3019621
 Description: Township 4 North, Range 62 West, 6th P.M., Weld County, Colorado
 Section 3: Lot 2, S/2NW/4
 Section 5: Lots 1 and 2, S/2N/2, S/2
 Section 17: N/2N/2, S/2NE/4
 Section 18: N/2 of Lot 1, NE/4NW/4, N/2NE/4
Township 4 North, Range 63 West, 6th P.M., Weld County, Colorado
 Section 1: Lots 1 and 2, S/2N/2, S/2
 Section 2: Lots 1 and 2, S/2N/2, NE/4SW/4, SE/4
 Section 12: All
Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado
 Section 3: Lot 2, SW/4NE/4, W/2SE/4
 Section 15: W/2E/2, W/2
 Section 17: All
 Section 18: SE/4
 Section 19: Lots 3, 4, E/2SW/4, E/2
 Section 20: W/2
 Section 21: All
 Section 29: All
 Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2
 Section 33: N/2
Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado
 Section 34: SE/4NE/4, SE/4
 Section 35: S/2
 Section 36: SW/4SW/4

Date: 06/30/2006
 Lessor: Rex Monahan and Doris Monahan
 Lessee: Bonanza Creek Energy Operating Company, LLC
 Recorded: #3400230
 Description: Township 4 North, Range 62 West, 6th P.M., Weld County, Colorado
 Section 3: NW/4
 Section 5: All
 Section 7: SW/4NW/4, W/2SW/4
 Section 17: NE/4, N/2NW/4
 Section 18: N/2N/2
Township 4 North, Range 63 West, 6th P.M., Weld County, Colorado
 Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2
 Section 2: Lots 1, 2, 3, 4, NE/4, NE/4SE/4, N/2NW/4

Section 12: NE/4, E/2NW/4, E/2SE/4
Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado
 Section 3: Lot 2, SW/4NE/4, W/2SE/4
 Section 15: W/2E/2, W/2
 Section 17: All
 Section 18: Lots 1, 2, 3, 4, W/2, SE/4
 Section 19: All
 Section 20: W/2
 Section 21: All
 Section 29: All
 Section 31: All
 Section 33: N/2
Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado
 Section 24: All
 Section 34: SE/4NE/4, SE/4
 Section 35: S/2
 Section 36: SW/4SW/4

3. Date: 5/21/2010
 Lessor: The Prospect Company
 Lessee: Bonanza Creek Energy Operating Company, LLC
 Recorded: #3697491
 Description: Township 4 North, Range 63 West, 6th P.M., Weld County, Colorado
 Section 1: Lots 1, 2, S/2N/2, S/2
Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado
 Section 3: Lot 2, SW/4NE/4, W/2SE/4
 Section 15: W/2E/2, W/2
 Section 17: All
 Section 18: NE/4SE/4, S/2SE/4
 Section 19: Lots 1, 2, 3, 4, E/2SW/4, E/2
 Section 20: W/2
 Section 21: All
 Section 29: All
 Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2
 Section 33: N/2
Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado
 Section 34: SE/4NE/4, SE/4
 Section 26: SW/4SW/4

4. Date: 10/03/2012
 Lessor: Marc Lawrence Allard
 Lessee: Bonanza Creek Energy Operating Company, LLC
 Recorded: #3879982
 Description: Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado
 Section 3: Lot 2, SW/4NE/4, W/2SE/4

Date: 10/03/2012
Lessor: Lewis Lee Allard
Lessee: Bonanza Creek Energy Operating Company, LLC
Recorded: #3879983
Description: Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado
Section 3: Lot 2, SW/4NE/4, W/2SE/4

Date: 10/10/2006
Lessor: The Travelers Insurance Company
Lessee: Bonanza Creek Energy Operating Company, LLC
Recorded: #3434535
Description: Township 4 North, Range 62 West, 6th P.M., Weld County, Colorado
Section 3: Lot 2, S/2NW/4
Section 5: Lot 1 & 2, S/2N/2, S/2
Section 7: SW/4NW/4, W/2SW/4
Section 17: NE/4, N/2NW/4
Section 18: N/2 Lot 1, N/2NE/4, NE/4NW/4
Township 4 North, Range 63 West, 6th P.M., Weld County, Colorado
Section 2: Lot 1 & 2, S/2NE/4, NE/4SE/4
Section 12: E/2NW/4, NE/4, E/2SE/4
Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado
Section 18: Lots 1, 2, 3, 4, E/2W/4
Section 19: Lot 2, E/2NW/4
Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado
Section 24: W/2
Section 35: S/2

Date: 07/01/2012
Lessor: 70 Ranch, LLC
Lessee: Bonanza Creek Energy, Inc.
Recorded: #3884898
Description: Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado
Section 18: Lots 1, 2, 3, 4, E/2NW/4, E/2SW/4
Section 19: Lots 1, 2, E/2NW/4

Date: 03/02/1996
Lessor: George L. Allard and Roxana E. Allard, husband and wife
Lessee: Rex Monahan
Recorded: #2480869
Description: Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado
Section 18: Lots 1, 2, 3, 4, E/2W/2
Section 19: Lots 1, 2, E/2NW/4

Date: 07/15/1996
Lessor: The Travelers Insurance Company

- Lessee: Rex Monahan
 Recorded: #2506126
 Description: Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado
 Section 18: Lots 1, 2, 3, 4, E/2W/2
 Section 19: Lots 1, 2, E/2NW/4
10. Date: 03/11/2007
 Lessor: The Travelers Insurance Company
 Lessee: Bonanza Creek Energy Operating Company, LLC
 Recorded: #3466937
 Description: Township 4 North, Range 63 West, 6th P.M., Weld County, Colorado
 Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2 except 34.47 ac. in the SW/4
 Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado
 Section 3: Lot 2, SW/4NE/4, W/2SE/4
 Section 15: W/2E/2, W/2
 Section 17: All
 Section 18: SE/4
 Section 19: Lots 3, 4, E/2SW/4, E/2
 Section 20: W/2
 Section 21: All
 Section 29: All
 Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2
 Section 33: N/2
 Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado
 Section 34: SE/4NE/4, SE/4
 Section 36: SW/4SW/4
11. Date: 07/29/2011
 Lessor: Margaret E. Calder, aka Margaret E. Flynn Calder
 Lessee: Bonanza Creek Energy, Inc.
 Recorded: #3785808
 Description: Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado
 Section 20: W/2
12. Date: 07/29/2011
 Lessor: Patrick Henry Flynn and Marilyn F. Flynn
 Lessee: Bonanza Creek Energy, Inc.
 Recorded: #3785807
 Description: Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado
 Section 20: W/2
13. Date: 07/29/2011
 Lessor: Donald C. Flynn, a widower
 Lessee: Bonanza Creek Energy, Inc.
 Recorded: #3785806
 Description: Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado

Section 20: W/2

14. Date: 06/27/1977
 Lessor: Champlin Petroleum Company
 Lessee: Amoco Production Company
 Recorded: #1727638
 Description: Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado
 Section 13: W/2, SE/4
 Section 27: W/2, SE/4
15. Date: 02/01/1979
 Lessor: United State [sic] Department of Interior, Bureau of Land Management
 Lessee: Rita A. Diskin
 Recorded: #3445386
 Description: Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado
 Section 22: All
 Section 24: E/2
16. Date: 10/13/2009
 Lessor: The Prospect Company
 Lessee: Bonanza Creek Energy Operating Company, LLC
 Recorded: #3662976
 Description: Township 4 North, Range 62 West, 6th P.M., Weld County, Colorado
 Section 3: Lot 2, S/2NW/4
 Section 5: Lot 1 & 2, S/2N/2, S/2
 Section 7: SW/4NW/4, W/2SW/4
 Section 17: NE/4, N/2NW/4
 Section 18: N/2 Lot 1, N/2NE/4, NE/4NW/4
Township 4 North, Range 63 West, 6th P.M., Weld County, Colorado
 Section 2: Lot 1 & 2, S/2NE/4, NE/4SE/4
 Section 12: E/2NW/4, NE/4, E/2SE/4
Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado
 Section 18: Lots 1, 2, 3, 4, E/2W/4
 Section 19: Lot 2, E/2NW/4
Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado
 Section 24: W/2
 Section 35: S/2
17. Date: 01/11/2007
 Lessor: George L. Allard
 Lessee: Bonanza Creek Energy Operating Company, LLC
 Recorded: #3466938
 Description: Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado
 Section 24: NE/4NW/4

18. Date: 07/01/2012
Lessor: 70 Ranch, LLC
Lessee: Bonanza Creek Energy, Inc.
Recorded: #3884893
Description: Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado
Section 24: W/2
19. Date: 10/05/1979
Lessor: Ervin L. Mondt and Patsy Mondt
Lessee: Diversified Mineral Services
Recorded: #1822964
Description: Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado
Section 34: W/2NW/4, and part SW/4
20. Date: 10/05/1979
Lessor: James R. Mondt and Carol Mondt
Lessee: Diversified Mineral Services
Recorded: #1822972
Description: Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado
Section 34: W/2NW/4, and part SW/4
21. Date: 10/05/1979
Lessor: Dorothy Baldwin and Ernest Baldwin
Lessee: Diversified Mineral Services
Recorded: #1822970
Description: Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado
Section 34: W/2NW/4, and part SW/4
22. Date: 10/05/1979
Lessor: William E. Mondt and JoAnn Mondt
Lessee: Diversified Mineral Services
Recorded: #1822966
Description: Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado
Section 34: W/2NW/4, and part SW/4
23. Date: 10/05/1979
Lessor: Jack F. Mondt, aka Jack R. Mondt and Ruth M. Mondt
Lessee: Diversified Mineral Services
Recorded: #1822968
Description: Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado
Section 34: W/2NW/4, and part SW/4
24. Date: 07/16/2008
Lessor: Weld County, Colorado by and through the Board of County Commissioners

- Lessee: Bonanza Creek Energy Operating Company, LLC
Recorded: #3572171
Description: Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado
Section 34: N/2NE/4, SW/4NE/4
25. Date: 4/29/2008
Lessor: George L. Allard
Lessee: Bonanza Creek Energy Operating Company, LLC
Recorded: #3561089
Description: Township 4 North, Range 62 West, 6th P.M., Weld County, Colorado
Section 3: Lot 2, S/2NW/4
Section 5: Lots 1, 2, S/2N/2, S/2
Section 17: NE/4, N/2NW/4
Section 18: N/2 of Lot 1, N/2NE/4, NE/4NW/4
Township 4 North, Range 63 West, 6th P.M., Weld County, Colorado
Section 2: S/2NW/4, NE/4SW/4, NW/4SE/4, S/2SE/4
Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado
Section 35: S/2
26. Date: 11/08/1977
Lessor: Champlin Petroleum Company
Lessee: Amoco Production Company
Recorded: #1739976
Description: Township 4 North, Range 63 West, 6th P.M., Weld County, Colorado
Section 3: S/2S/2NE/4, S/2
27. Date: 11/19/1982
Lessor: William D. Farr, aka W.D. Farr
Lessee: John Q. Moses
Recorded: #1912357
Description: Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado
Section 18: Lots 1, 2, 3, 4, E/2W/2
Section 19: Lots 1, 2, E/2NW/4

EXHIBIT J

6N 62W					5N 61W					5N 60W				
24	19	20	21	22	23	24	25	26	27	28	29	30	31	32
25	20	21	22	23	24	25	26	27	28	29	30	31	32	33
26	21	22	23	24	25	26	27	28	29	30	31	32	33	34
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
12	7	8	9	10	11	12	13	14	15	16	17	18	19	20
13	15	16	17	18	19	20	21	22	23	24	25	26	27	28
24	19	20	21	22	23	24	25	26	27	28	29	30	31	32
25	20	21	22	23	24	25	26	27	28	29	30	31	32	33
26	21	22	23	24	25	26	27	28	29	30	31	32	33	34
4N 62W					4N 61W					4N 60W				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
12	7	8	9	10	11	12	13	14	15	16	17	18	19	20
13	15	16	17	18	19	20	21	22	23	24	25	26	27	28

Exhibit J - Pronghorn Properties

B/E