



July 7th, 2022

Amber Waves, GP
25210 Hwy 392
Greeley, CO 80631

Re: Well Re-Entry and Mitigation / Temporary Road Access Easement
Colorado Oil and Gas Conservation Commission (“COGCC”) - DJ Basin Horizontal Offset
Policy

TOWNSHIP 7 NORTH, RANGE 60 WEST, of the 6th P.M.

Section 12: ALL
Weld County, Colorado
(the “Lands”)

Per the COGCC DJ Basin Horizontal Offset Policy: Any existing oil and gas wells within 1500’ of a proposed horizontal wellbore, that do not have adequate protection and isolation over the treated formations, must be re-entered and mitigated prior to hydraulic stimulation of the proposed horizontal wellbore. The following well(s) on your Lands does/do not meet the COGCC standards and must be mitigated prior to Mallard Exploration’s hydraulic fracturing operations:

- ROTH #12-2 - (API: 05-123-21753) - Diversified Operating Corporation

Mallard Exploration requests authorization to pass through the Lands in order to locate, unearth, re-enter, and mitigate this existing plugged and abandoned well, prior to hydraulic fracturing operations. This process will take approximately ten (10) days from commencement to completion and is scheduled to be performed between July 15, 2022 and December 15, 2022.

Prior to re-entry and mitigation work on the Lands, Mallard Exploration shall remit a one-time access payment of \$1,500.00 per well, the receipt and sufficiency of which is hereby acknowledged. The aforementioned payment is detailed in a separate and confidential Letter Agreement of even date herewith.

Mallard Exploration shall be held responsible for the reclamation of Landowner’s property to the condition that existed immediately prior to re-entry and mitigation. Mallard Exploration agrees to indemnify and hold Landowner harmless from any and all claims, damages and causes of action directly arising out of and caused by Mallard operations on the property that may be asserted by any of Mallard Exploration’s agents, employees, subcontractors, contractors or persons entering the property at the request of Mallard Exploration.



Please return a signed copy of this letter granting a temporary road access easement and consenting to Mallard Exploration, LLC and/or its contractors or agents entering your Lands via local access road located in Weld County, Colorado in order to perform the above-described remediation work. This temporary access easement shall expire upon completion of the well remediation work, but not later than **December 25th, 2022**.

If you have any questions or concerns, please do not hesitate to contact me at:

E-mail: jlinton@mallardexploration.com
Cell: 303.882.8472

Cordially,

John Linton

As owner of the Lands, I/We hereby consent to Mallard Exploration, LLC and/or its contractors or agents to enter the Lands in Weld County, Colorado in order to mitigate the ROTH #12-2 - (API: 05-123-21753) well in accordance with the Colorado Oil and Gas Conservation Commission's DJ Basin Horizontal Offset Policy.

Surface Owner:

Amber Waves, GP

By: 

Name: Gregory Roth

Title: Owner

By: 

Name: Tammy Rachelle Roth

Title: Owner

July 7th, 2022

Amber Waves, GP

25210 Hwy 392

Greeley, CO 80631

RE: WELL RE-ENTRY AND MITIGATION CONSENT LETTER AGREEMENT / TEMPORARY ROAD ACCESS EASEMENT

TOWNSHIP 7 NORTH, RANGE 60 WEST, of the 6th P.M.

Section 12: ALL

Weld County, Colorado
(the "Lands")

Reference is made to that certain **Well Re-Entry and Mitigation / Temporary Road Access Easement** consent form dated July 7th, 2022 featuring **Amber Waves, GP**, whose address is 25210 Hwy 392, Greeley, CO 80631, and **Mallard Exploration, LLC** with offices at 1400 16th Street, Suite 300, Denver CO 80202.

The "good and valuable" consideration for this consent is agreed by both parties to be \$1,500.00 for each well listed in the Well Re-Entry and Mitigation consent form.

The parties agree that the consideration detailed herein and any discussion in relation to consideration agreed to above will be kept confidential and is deemed confidential information. The parties agree not to divulge the existence or content of any discussions to any person, other than such persons who have a need to be aware of such discussions. Such persons will be bound to this confidentiality provision. However, either party may disclose this confidential information without prior written consent to the extent such information is requested or required to be disclosed under applicable law, regulation, governmental order, decree, or rule. The disclosing party shall only disclose that portion of the confidential information that, on the advice of the legal counsel, is required to be disclosed and shall use reasonable efforts to ensure further confidential treatment of the information so disclosed. Employees, agents, officers, partners, members and directors and affiliate companies; shall be directly responsible for the failure to comply with the terms of this Letter Agreement.

Mallard Exploration. LLC

Amber Waves, GP

By:  _____
Jamison McIlvain, EVP of BD

By:  _____
Gregory Roth, Owner

By:  _____
Tammy Rachelle Roth, Owner

