

**ROAD MAINTENANCE AGREEMENT FOR THE ALMA OIL AND GAS WELL PAD
AND PRODUCTION FACILITY IN
UNINCORPORATED ADAMS COUNTY, COLORADO**

This ROAD MAINTENANCE AGREEMENT (Agreement) is made and entered into on the Effective Date (as defined below) by and between the COUNTY OF ADAMS, COLORADO ("County"), and Extraction Oil & Gas, Inc. ("Operator"), for the maintenance and repair of certain roadways within the unincorporated portions of Adams County, Colorado, that Operator will use in association with the proposed Alma Well Pad and Production Facility.

WHEREAS, the Operator is in the business of oil and gas exploration and production and will be engaged in drilling and completion activities on property within unincorporated Adams County, as permitted by the Colorado Oil and Gas Conservation Commission and the County; and

WHEREAS, Operator shall use a portion of 128th Avenue, from Piccadilly Road to the well pad access site, which is an unpaved gravel road, to drill and complete 16 wells at the Alma site and that section of 128th Avenue is the subject of this Agreement ("Haul Route");

WHEREAS, use of the Haul Route by the Operator for the purpose of performing the activities described herein require Operator to maintain the roads as set forth herein; and

WHEREAS, the County and Operator, for the mutual consideration hereinafter stated, desire to enter into this Agreement to govern Operator's use and concomitant maintenance of the Haul Route and any alternative Haul Route required to access the well pad, for the duration of this Agreement.

IT IS NOW THEREFORE AGREED THAT:

**ARTICLE 1
APPLICABILITY AND PURPOSE**

This Agreement is solely applicable to maintenance of a section of 128th Avenue to facilitate access to the Alma Well Pad and Production Facility. The Operator will only use this road for access to and from the Alma Well Pad and Production Facility.

**ARTICLE 2
REPAIR or MAINTENANCE OBLIGATION**

1. During the term of this Agreement, the Operator will select a third party vendor, acceptable to the County, to perform all repair or maintenance work as may be required under this Agreement. At least ten days prior to initially commencing drilling and completion operations at the site, the Operator shall provide notice to the County offices described in Article 6 of the Operator's intent to commence drilling and completion operations. The notice shall specify at least the month in which those operations will commence and shall provide a schedule for drilling and completion activities at the Alma

Pad. If the Operator ceases operations and subsequently decides to resume operations, at least thirty (30) days prior to resuming operations at the site the Operator shall provide notice to the County officials described in Article 6 of the Operator's intent to resume drilling and completion activities at the site. The notice shall specify at least the month in which those operations will commence and shall provide a schedule for drilling and completion activities at the Alma Pad. During drilling and completion operations, the third party vendor will perform grading operations on the Haul Route two (2) times per month. If during the drilling and completion operations the Operator determines that grading should be suspended because of weather conditions or for other good cause, the Operator shall request a waiver in writing from the County and shall so notify the County offices described in Article 6. The County will respond to that waiver request within ten (10) business days. The Operator shall notify the County offices described in Article 6 when the operator ceases drilling and completion activities at the site. Grading operations shall include: 5 pass grading and cut the road a minimum of 1.5 inches. The third party vendor will apply dust suppression on the Haul Route every three (3) months, unless waived by the County in writing. Dust suppression shall be applied as follows:

- a. The dust suppression shall be a chloride lignin or heavy sugar blend consisting of the following blend ratio:

Magnesium Chloride.....	22% – 28%
Lignin/Sugar.....	4% - 6%
Enhancing or non-detrimental ions.....	0 – 5%
Water.....	61 -73%

- b. The dust suppression shall include 1.25 gallons of water per square yard immediately prior to application, as a part of preparation, and be applied at a rate of 0.50 gallons per square yard.

- c. The dust suppression shall be graded into the roadway by making two (2) passes from shoulder to shoulder. The roadway is to be rolled using a rubber tire roller after grading.

2. During the term of this Agreement, the County Public Works staff shall be responsible for frequent, periodic inspections of the Haul Route or any Alternative Haul Route to determine when and where any additional maintenance, repair, or rehabilitation is needed. The County shall promptly provide notice to Operator of any needed additional general maintenance, repair, or rehabilitation. If it is determined by the County and verified by Operator's third party vendor, that the damage was caused by Operator or its contractors, subcontractors, employees, and agents, then Operator will, through its third party vendor, promptly perform the needed maintenance, repair, or rehabilitation to County Public Works standards, as provided by County Public Works in writing from time to time.

3. If the County or the Operator discovers damages that require immediate attention and warrant closing the road, the County Public Works Director will be notified immediately. If the County or the Operator close the Haul Route or any portion thereof, the Operator, through its third party vendor, will make such repairs so that the Haul Route may be reopened as soon as feasible. Operator will have the right to utilize an Alternate Haul Route, approved by the County, while repairs are being made to the Haul Route.
4. Operator's obligations may be deferred if a force majeure event prevents or hinders its performance, such delay being for a reasonable period following termination of the force majeure event. A force majeure event is any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto government action (unless caused by acts or omissions of the party), fires, explosions, rain or other weather delays, floods, strikes, slowdowns or work stoppages.

ARTICLE 3 TERMS OF AGREEMENT

The Effective Date of this Agreement shall be the date upon which the last party executes this Agreement. This Agreement will commence upon the Effective Date and shall continue in full force and effect until Operator has discontinued use of the Haul Route associated with the drilling and completion of wells at the well pad and completed all necessary general maintenance, repair, or rehabilitation to the Haul Route caused by Operator's use thereof.

ARTICLE 4 MISCELLANEOUS PROVISIONS

- A. Operator, its employees, servants, agents, and representatives will not at any time represent themselves to be employees, servants, agents, and/or representatives of the County.
- B. By entering into this Agreement, the County does not waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising by third parties.
- C. This Agreement may be executed and/or amended only by written instrument signed by an authorized representative of the County and by the Operator.

ARTICLE 5 ASSIGNABILITY AND CONSENT

Operator may assign this Agreement to any successor entity to whom the applicable oil and gas well permits have been assigned upon ten (10) business days' written notice to the County of said assignment.

ARTICLE 6 NOTICE

Any notice given by one party to the other in connection with this Agreement will be in writing and will be by personal delivery; sent by registered or certified mail; or by United States mail, return receipt requested, postage prepaid, to:

COUNTY:

Attn: Jen Rutter
4430 S. Adams County Parkway
1st Floor Suite W2000A
Brighton, CO 80601

Via Phone: 720.523.6841

Via E-Mail: jrutter@adcogov.org

Attn: Jeremy Reichert
4955 East 74th Avenue
Commerce City, CO 80022

Via Phone: 303.853.7139

Via E-Mail: jreichert@adcogov.org

OPERATOR:

Attn: Eric J. Christ
Extraction Oil & Gas, Inc.
370 17th St. Suite 5300
Denver, CO 80202

Via Phone: 720-974-7755

Via E-Mail: echrist@extractionog.com

Notice will be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt or upon the date of telephone notice or date of e-mail delivery.

ARTICLE 7 MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained will be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereunder, unless such waiver or modification is in writing, duly executed. The parties further agree that the provisions of this Article will not be waived unless as herein set forth.

**ARTICLE 8
SAVINGS AND SEVERABILITY**

In the event that any one or more of the provisions hereof contained in this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability will not affect the other provisions, and the Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**ARTICLE 9
MEDIATION**

If a dispute arises relating to this Agreement and is not resolved, the parties must first proceed, in good faith, to non-binding mediation. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other in accordance with Article 6.

**ARTICLE 10
GOVERNING LAW AND VENUE**

This Agreement will be construed under and governed by, and in accordance with the laws of the State of Colorado, and venue for any action arising under the terms and conditions of this Agreement will lie in the state courts located in Adams County, Colorado.

**ARTICLE 11
ENTIRE AGREEMENT**

A. This Agreement constitutes the entire agreement between Operator and County for repair or maintenance of Haul Route used by Operator and supersedes any prior negotiations, representations, and/or agreements, either written or oral.

B. No amendment, modification, cancellation or alteration of the terms of this Agreement will be binding on any party hereto unless the same is in writing, dated subsequent to the date hereof, and is duly authorized and executed by the parties hereto.

**ARTICLE 12
WAIVER OF TERMS AND CONDITIONS**

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same will be and remain at all times in full force and effect.

ARTICLE 13
CAPTIONS

The captions contained in this Agreement are for informational purpose only and will not in any way affect the substantive terms or conditions of this Agreement.

ARTICLE 14
COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the 6th day of September, 2017.

Extraction Oil and Gas

By: 

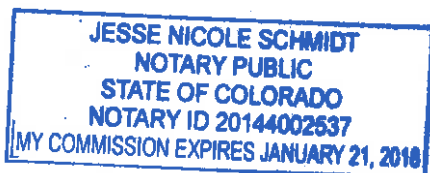
Name, Title Eric S. Christ
Vice President & General Counsel

The foregoing instrument was acknowledged before me this 6th day of September,
2017, by Eric Christ

My commission expires: 1/21/2018

Address: 370 17th St., Ste. 5300
Denver, CO 80202


Notary Public



APPROVED BY resolution at the meeting of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

ATTEST: