

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date: [INSERT DATE]

Grantor: Green Mountain Exploration, LLC

Grantor's Mailing Address: 607 19th Street, Golden, Colorado 80401

Grantee: [INSERT NAME]

Grantee's Mailing Address: [INSERT ADDRESS]

Consideration: TEN AND NO /100 DOLLARS (\$ 10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor.

Property: All of Grantor's undivided interest in the SURFACE ESTATE ONLY, in and to all of a [INSERT LEGAL DESCRIPTION] (INSERT ACREAGE) acre tract located in the [INSERT QTR CALL] quarter of Section [XX], Block [XX], [XXXX] Survey, Ward County, Texas, as more particularly described on Exhibit "A" attached hereto. (Exhibit "A" is incorporated herein by reference as though fully set forth within this deed.)

Reservations from Conveyance: For Grantor and Grantor's successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property as well as royalties, nonparticipating royalties and/or overriding royalties, if any, deriving therefrom. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits therefrom. Grantor and Grantor's affiliates, successors, and assigns forever, also reserve and retain (i) the right to drill for, produce, use and transport water from the Property as it pertains to Grantor's (and its affiliates') operations, including but not limited to, oil and gas exploration and production, whether located on or off the Property; (ii) the right to dispose of water (including fresh, salt, produced and brackish water) and oil and gas production waste or fluids, whether produced from operations located on or off the Property, into future or existing disposal wells located on the Property; and (iii) the right to use the surface of the lands for the construction, operation, replacement, maintenance, repair and use of existing and future water or water disposal wells and apparatus and appurtenances related thereto, including the rights of ingress and egress associated therewith. Nothing herein shall limit, restrict or otherwise affect Grantor's rights arising under common law, contract or otherwise.

Exceptions to Conveyance: All validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments (other than conveyances of the surface fee estate) that affect the Property; all validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies,

conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and *ad valorem* taxes for the current year and subsequent assessments for the current year or for prior years due to change in land usage, ownership, or both; all of which Grantee assumes and agrees to pay.

Conveyance and Special Warranty: Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys the Property, together with all rights associated with the Property, to Grantee and his heirs, successors, and assigns, forever.

Grantor shall warrant and forever defend title to its interest in the Property, subject to the Reservations from Conveyance and the Exceptions to Conveyance, to Grantee and his heirs, successors, and assigns against every person lawfully claiming the same or any part thereof by, through, or under Grantor, but not otherwise.

EXCEPT AS SPECIFICALLY SET FORTH ABOVE, THIS SPECIAL WARRANTY DEED IS WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE WHETHER AS TO DESCRIPTION, TITLE, CONDITION, QUALITY, FITNESS FOR PURPOSE, MERCHANTABILITY, OR OTHERWISE. GRANTOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE PHYSICAL CONDITION OF THE PROPERTY. THE PROPERTY IS SOLD ON AN “AS IS, WHERE IS” CONDITION AND “WITH ALL FAULTS” AND WITHOUT ANY RECOURSE AGAINST GRANTOR.

[SIGNATURES TO FOLLOW]

SIGNED with an Effective Date of **[INSERT DATE]**.

GRANTOR:

GREEN MOUNTAIN EXPLORATION, LLC

By: Jeff Becker
Title: Vice President and General Counsel

GRANTEE:

By: **[INSERT NAME]**

STATE OF COLORADO §
 §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on the _____ day of _____, 2019 by Jeff Becker, Vice President and General Counsel, for and on behalf of said limited liability company.

My commission expires: _____
Notary Public, State of Colorado

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019 by **[INSERT NAME]**.

My commission expires: _____
Notary Public, State of Colorado

EXHIBIT “A”
to
SPECIAL WARRANTY DEED with Effective Date of [INSERT DATE]
from
GREEN MOUNTAIN EXPLORATION, LLC, AS GRANTOR,
[INSERT NAME], AS GRANTEE

[[INSERT PROPERTY DESCRIPTION & SURVEY PLAT]]