

Exhibit A – Well Sites

| | <u>COGCC 2A Name</u> | <u>Location</u> | <u>Max Well Count</u> |
|----|----------------------|-----------------|-----------------------|
| 1a | Harlo | 2S 67W 12 NWNE | 36 |
| 1b | Jacobson MD | 2S 67W 12 NENW | |
| 2 | Falcon | 2S 67W 3 NESE | 18 |
| 3 | Blue Jay | 2S 67W 3 NESW | 18 |
| 4 | Owl | 2S 67W 3 NESW | 18 |
| 5a | Condor | 2S 67W 22 NESE | 16 |
| 5b | Condor Alternative | 2S 67W 23 | |
| 6 | Pelican | 2S 67W 15 NESE | 28 |
| 7 | Heron | 2S 67W 13 SWSE | 24 |

Operator may permit either Harlo (1a) or Jacobson (1b), but not both.

Operator may permit either the current Condor location (5a) or the Condor Alternative location (5b), but not both.

Map also attached for reference.

Exhibit A (continued)

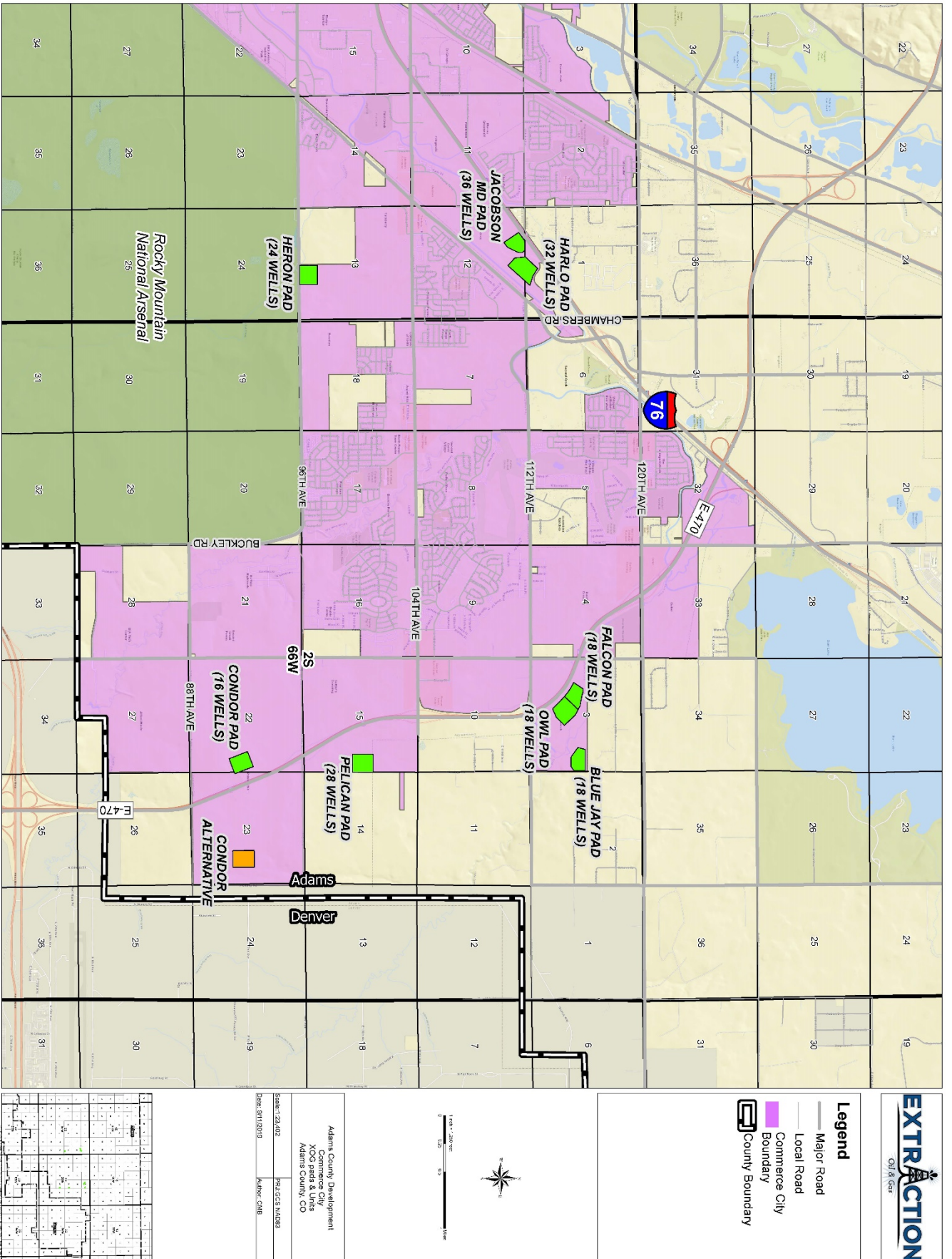


Exhibit A (continued)



Exhibit A (continued)

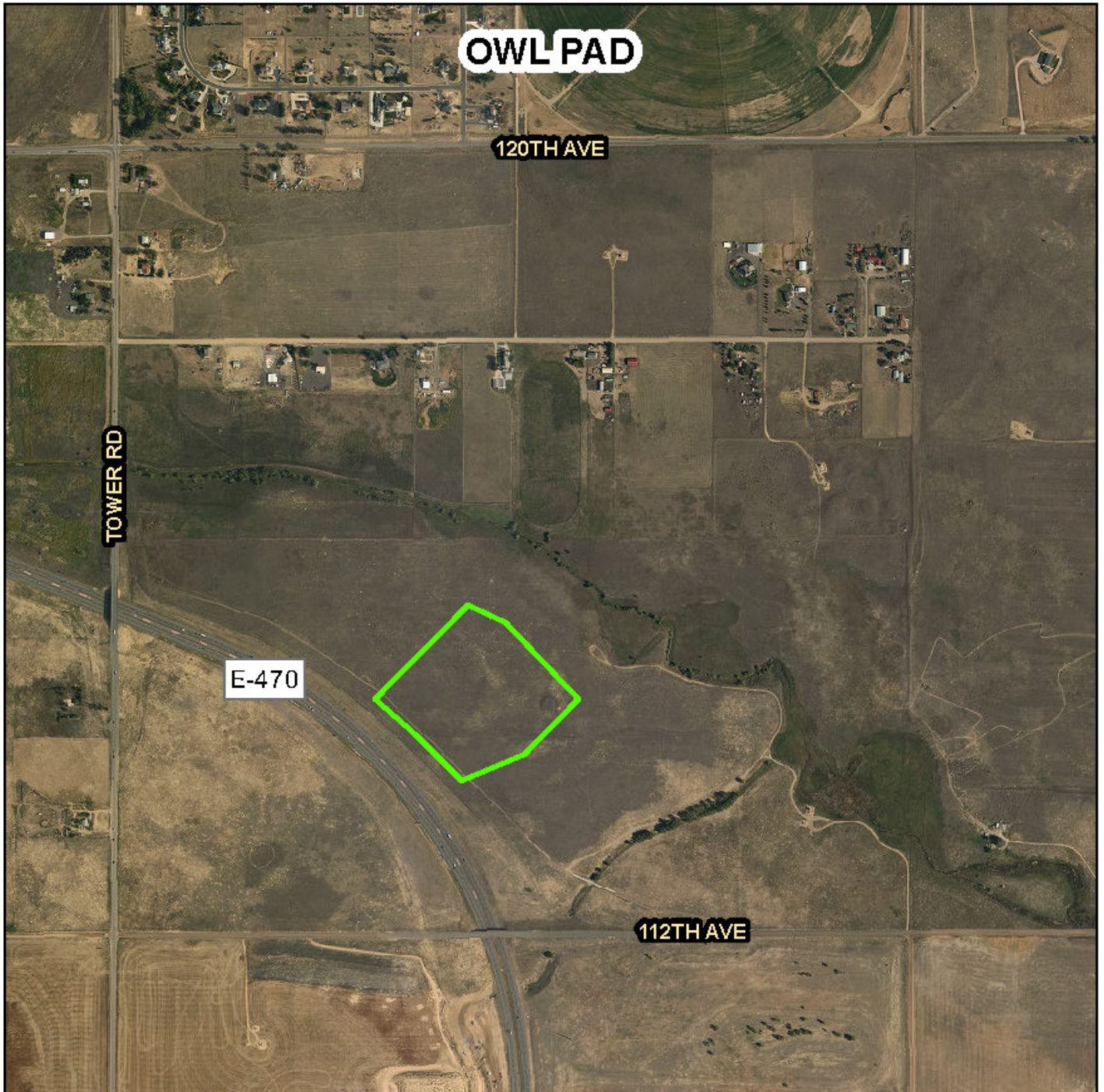


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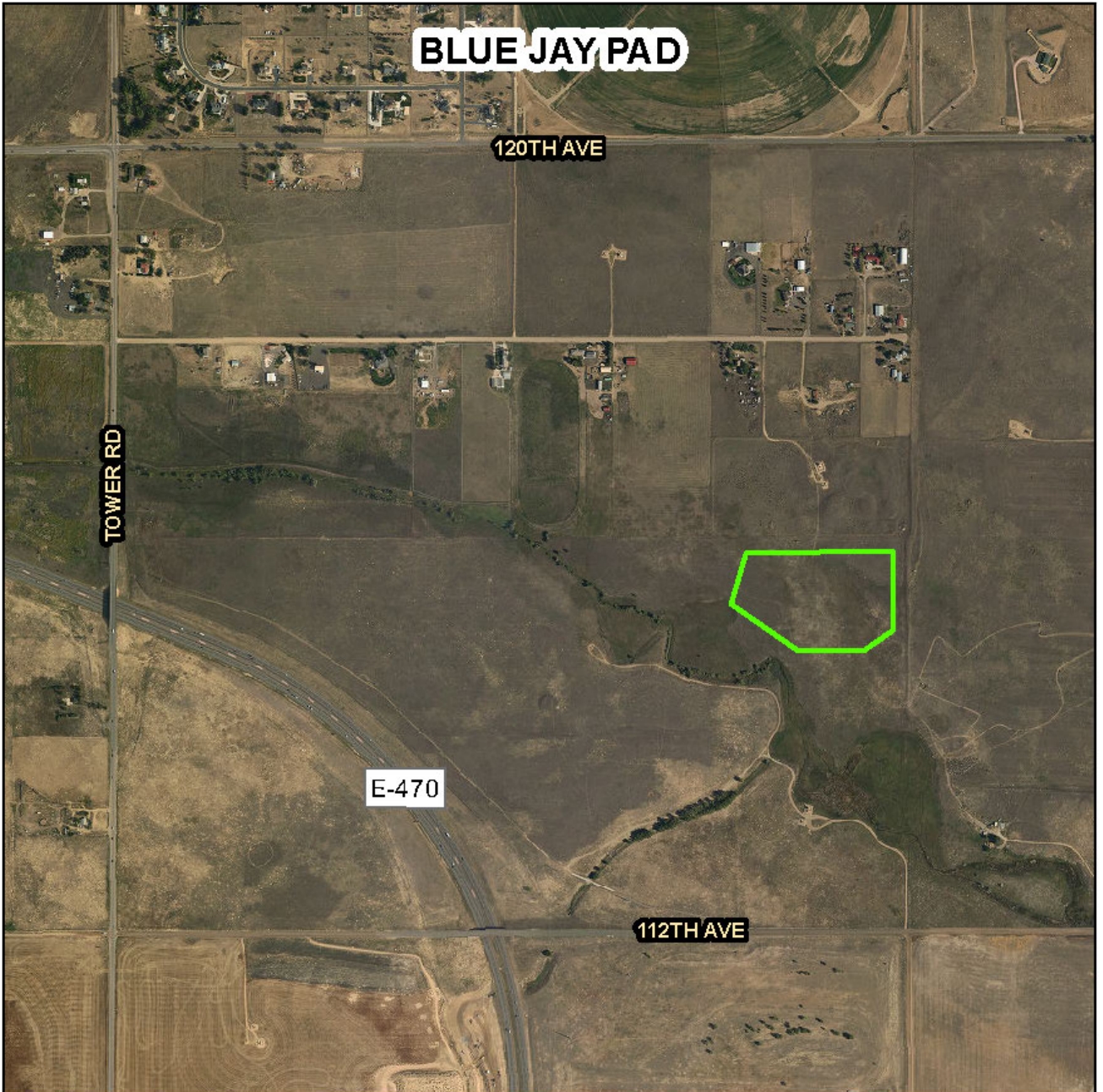


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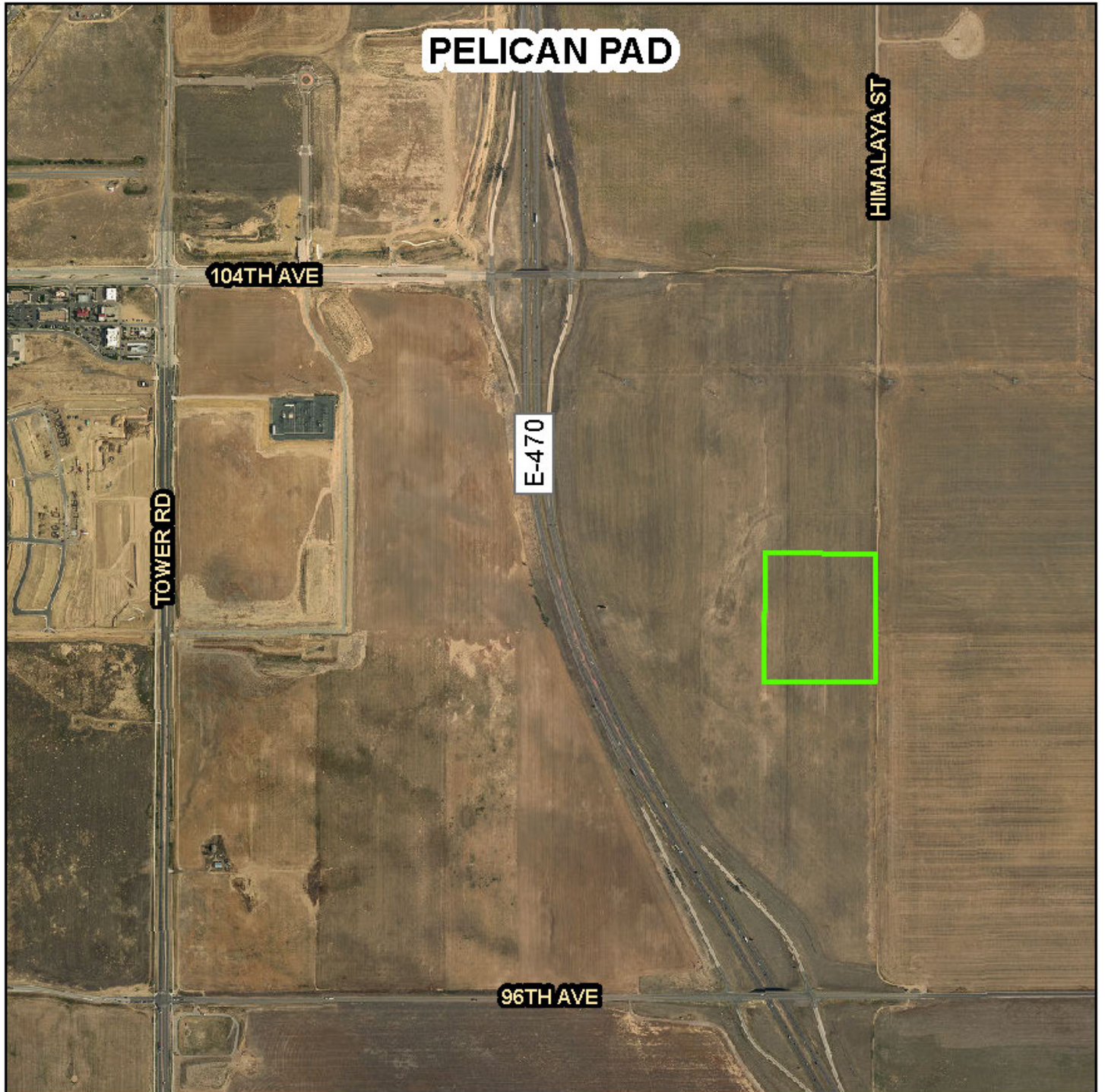




Exhibit A (continued)



Exhibit A (continued)

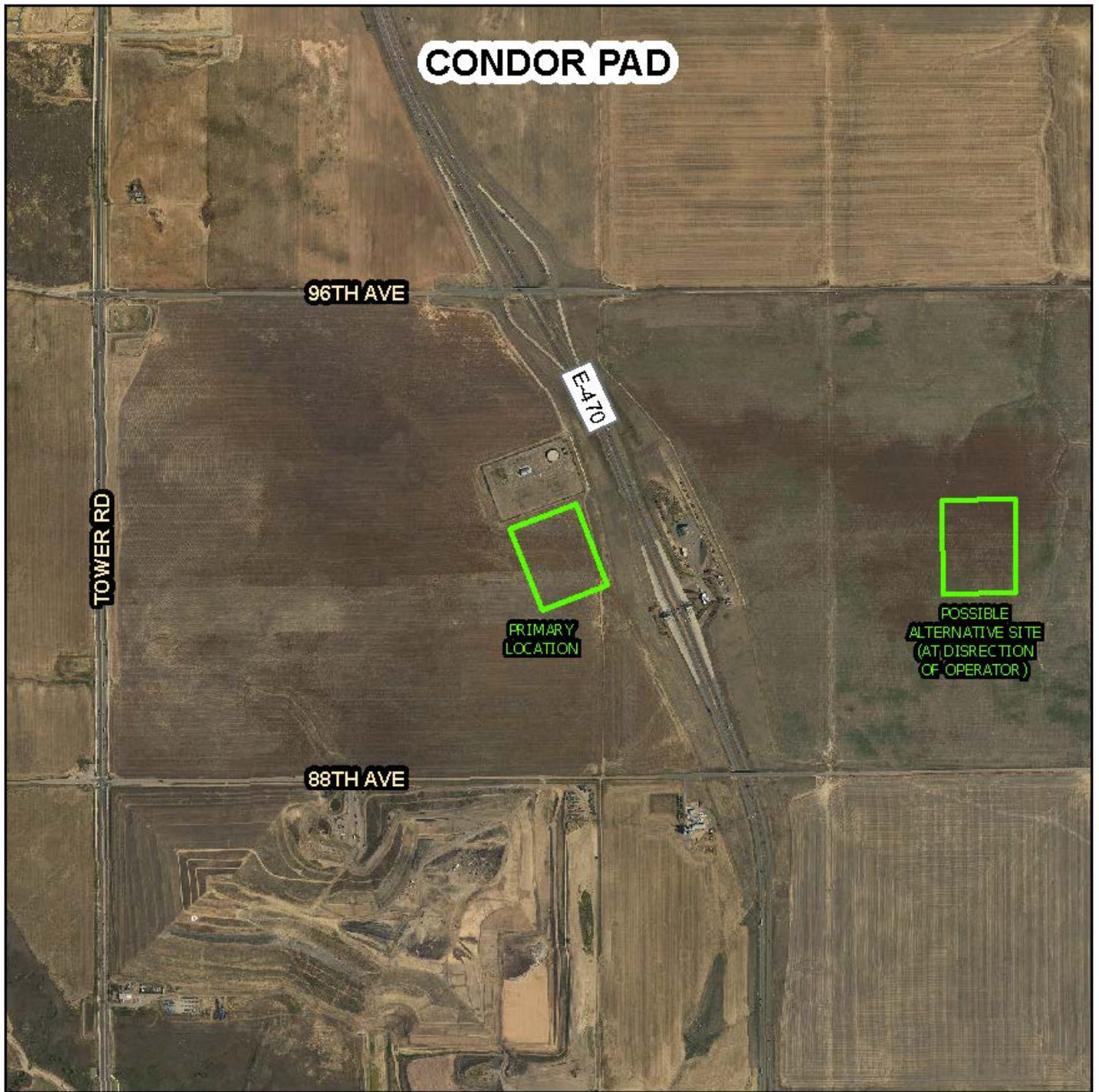


Exhibit A (continued)



Exhibit B – Best Management Practices

See BMP Document

EXHIBIT C

Insurance Requirements

During the term of the Agreement with the City of Commerce City ("City"), Operator shall comply with the following requirements:

1. Operator shall maintain or cause to be maintained, with insurers authorized by the state of Colorado and carrying a financial strength rating from A.M. Best of no less than A- VII (or a similar rating from an equivalent recognized ratings agency), at a minimum, the following types of insurance with limits no less than the amounts indicated:
 - A. Commercial General Liability insurance on an occurrence based form including coverage for bodily injury or property damage for operations and products and completed operations with limits of not less than \$1,000,000 each and every occurrence.
 - B. Automobile Liability insurance with limits of not less than \$1,000,000 each and every occurrence.
 - C. Workers' Compensation insurance- Statutory Workers' Compensation Coverage for the employee's normal State of employment/hire. Including Employer's Liability insurance - with limits of not less than \$1,000,000 Each Accident, Disease - Each Employee, Disease - Policy Limit.
 - D. Control of Well/Operators Extra Expense insurance - with limits of not less than 10,000,000 covering the cost of controlling a well that is out of control or experiences a blowout, re-drilling or restoration expenses, seepage and pollution damage resulting from an out of control well or blowout as first party recovery for the operator and related expenses, including, but not limited to, loss of equipment and evacuation of residents.
 - E. Umbrella/Excess Liability - in excess of General Liability, Employer's Liability, and Automobile Liability with limits no less than \$25,000,000 per occurrence; provided, however, that for so long as the Construction Phase, Drilling Phase or Completions Phase is ongoing at any of the Well Sites, Operator will maintain such insurance with limits no less than \$100,000,000 per occurrence.
 - F. Environmental Liability/Pollution Legal Liability insurance- with limits of not less than \$5,000,000 per pollution incident, with coverage being required beginning with the date that is eight (8) years from the date of first production from the first New Well (the "Required Date"). Coverage must include gradual pollution events. This insurance may be on a claims-made basis, however the retroactive date must precede the Required Date in order to cover all New Wells and Well Sites.
2. Operator shall waive and cause its insurers under the above policies to waive for the benefit of the City any right of recovery or subrogation which the insurer may have or acquire against the City or any of its affiliates, or its or their employees, officers or directors for payments made or to be made under such policies.
3. As it pertains to the risks and liabilities assumed by Operator under this Agreement, Operator agrees to add the City and its elected and appointed officials and employees as Additional Insureds under general liability (including operations and completed operations), auto liability and umbrella liability.
4. Operator shall ensure that each of the policies are endorsed to provide that they are primary without right of contribution from the City or any insurance or self-insurance otherwise maintained by the City, and not in excess of any insurance issued to the City.
5. Operator shall ensure that each of the policies above (excluding workers' compensation and OCC/COW) are endorsed to state that the inclusion of more than one insured under such insurance policy shall not operate to impair the rights of one insured against another insured and that the coverage afforded by each insurance policy shall apply as though a separate policy had been issued to each insured.

6. All policies shall be endorsed such that they cannot be canceled or non-renewed without at least 30 days' advanced written notice to the Operator and the City, evidenced by return receipt via United States mail, except when such policy is being canceled for nonpayment of premium, in which case 10 days advance written notice is required. Language relating to cancellation requirements stating that the insurer's notice obligation is limited to "endeavor to" is not acceptable.

7. Operator shall, prior to permit issuance, deliver Certificates of Insurance reasonably acceptable to the City confirming all required minimum insurance is in full force and effect.

8. Deductibles or retentions shall be the responsibility of Operator. Deductibles or retentions must be listed on the Certificate of Insurance required herein and are subject to the reasonable approval of the City.

9. Operator shall require any of its subcontractors to carry the types of coverage and in the minimum amounts in accordance with the requirements set out in Section 1.A, 1.B. and 1.C. Operator agrees that it shall be responsible for any damage or loss suffered by the City as a result of non-compliance by Operator or any subcontractor with this section.

10. In the event that Operator's coverage lapses, is cancelled or otherwise not in force, the City reserves the right to obtain insurance required herein and charge all costs and associated expenses to Operator, which shall become due and payable immediately.

11. In the event that the coverage required by Section 1.F is not widely available to operators in the Denver-Julesburg Basin, in lieu of the coverage required by Section 1.F, Operator and the City shall establish a joint escrow account that shall be used to satisfy any obligations of Operator that would have otherwise have been covered by the coverage required by Section 1.F. Operator shall fund such account with an amount equal to \$5,000.00 per New Well then-producing (the "Per Well Amount"). The aggregate amount to be placed into the account shall be re-visited on an annual basis based on the then-number of producing New Wells. The Per Well Amount shall be adjusted each year by the increase or decrease in the Consumer Price Index issued by the United States Bureau of Labor Statistics for the Denver – Boulder metropolitan area. Any interest accrued in the account shall be credited towards the Operator's required contributions to the account and any excess amounts in the account above and beyond the amount required by this provision shall be promptly returned and released to Operator.

Exhibit D: P&A Wells

The following existing vertical wells are within the current Commerce City Limits, and are planned to be permanently Plugged & Abandoned within 120 days of horizontal well production being established across their individual spacing unit.

| <u>AREA</u> | <u>API</u> | <u>Operator</u> | <u>Well Name</u> | |
|---------------|--------------|--------------------------|-------------------------|--|
| COMMERCE CITY | 05-001-06750 | EXTRACTION OIL & GAS INC | 1 BOX ELDER FARMS 41-21 | |
| COMMERCE CITY | 05-001-09307 | EXTRACTION OIL & GAS INC | 10-3 HSR-TR RANCH | |
| COMMERCE CITY | 05-001-09237 | EXTRACTION OIL & GAS INC | 16-3 HSR-TR RANCH | |
| COMMERCE CITY | 05-001-07399 | EXTRACTION OIL & GAS INC | 2 BOX ELDER FARMS 31-21 | |
| COMMERCE CITY | 05-001-07856 | EXTRACTION OIL & GAS INC | 3 PARD, INC. | |

The following existing vertical wells are NOT within the current Commerce City Limits, but are in the City's Growth Area and will be included in the P&A program if the surface locations are annexed into the city per Article 4.1.

| <u>AREA</u> | <u>API</u> | <u>Operator</u> | <u>Well Name</u> |
|--------------|--------------|--------------------------|-----------------------|
| Adams County | 05-001-06684 | EXTRACTION OIL & GAS INC | 1 BOX ELDER H |
| Adams County | 05-001-07125 | EXTRACTION OIL & GAS INC | 1 BOX ELDER M |
| Adams County | 05-001-06881 | EXTRACTION OIL & GAS INC | 1 BOXELDER A |
| Adams County | 05-001-06792 | EXTRACTION OIL & GAS INC | 1 CARLSON |
| Adams County | 05-001-06527 | EXTRACTION OIL & GAS INC | 1 CHAMPLIN 78 AMOCO A |
| Adams County | 05-001-06735 | EXTRACTION OIL & GAS INC | 1 ROSENBROCK |
| Adams County | 05-001-06703 | EXTRACTION OIL & GAS INC | 1 WENZEL |
| Adams County | 05-001-09301 | EXTRACTION OIL & GAS INC | 10-10 HSR-VAN SCHAACK |
| Adams County | 05-001-06947 | EXTRACTION OIL & GAS INC | 11-25 MARTIN |
| Adams County | 05-001-09312 | EXTRACTION OIL & GAS INC | 12-11 HSR-VAN SCHAACK |
| Adams County | 05-001-09661 | EXTRACTION OIL & GAS INC | 13-30 WENZEL |
| Adams County | 05-001-06718 | EXTRACTION OIL & GAS INC | 2 BOX ELDER H |
| Adams County | 05-001-09408 | EXTRACTION OIL & GAS INC | 2 ROSENBROCK |
| Adams County | 05-001-09284 | EXTRACTION OIL & GAS INC | 2-11 HSR-VAN SCHAACK |
| Adams County | 05-001-09615 | EXTRACTION OIL & GAS INC | 21-31 BOX ELDER H |
| Adams County | 05-001-09617 | EXTRACTION OIL & GAS INC | 22-31 BOX ELDER H |
| Adams County | 05-001-09314 | EXTRACTION OIL & GAS INC | 2-3 HSR-LUNNON |
| Adams County | 05-001-07042 | EXTRACTION OIL & GAS INC | 23-25 MARTIN |
| Adams County | 05-001-09616 | EXTRACTION OIL & GAS INC | 24-31 BOX ELDER H |
| Adams County | 05-001-09622 | EXTRACTION OIL & GAS INC | 24-36 CO STATE A |
| Adams County | 05-001-06805 | EXTRACTION OIL & GAS INC | 3 STATE A |
| Adams County | 05-001-09646 | EXTRACTION OIL & GAS INC | 31-30 ROSENBROCK |
| Adams County | 05-001-09648 | EXTRACTION OIL & GAS INC | 33-30 ROSENBROCK |
| Adams County | 05-001-09569 | EXTRACTION OIL & GAS INC | 33-36 CO STATE A |
| Adams County | 05-001-06998 | EXTRACTION OIL & GAS INC | 34-25 MARTIN |
| Adams County | 05-001-06810 | EXTRACTION OIL & GAS INC | 4 STATE A |
| Adams County | 05-001-09551 | EXTRACTION OIL & GAS INC | 41-3 DIBC |
| Adams County | 05-001-09579 | EXTRACTION OIL & GAS INC | 42-30 ROSENBROCK |
| Adams County | 05-001-09647 | EXTRACTION OIL & GAS INC | 43-30 ROSENBROCK |
| Adams County | 05-001-09602 | EXTRACTION OIL & GAS INC | 44-36 CO State A |
| Adams County | 05-001-09254 | EXTRACTION OIL & GAS INC | 5-2 HSR ACKARD |
| Adams County | 05-001-06834 | EXTRACTION OIL & GAS INC | 6 STATE A |

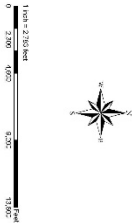
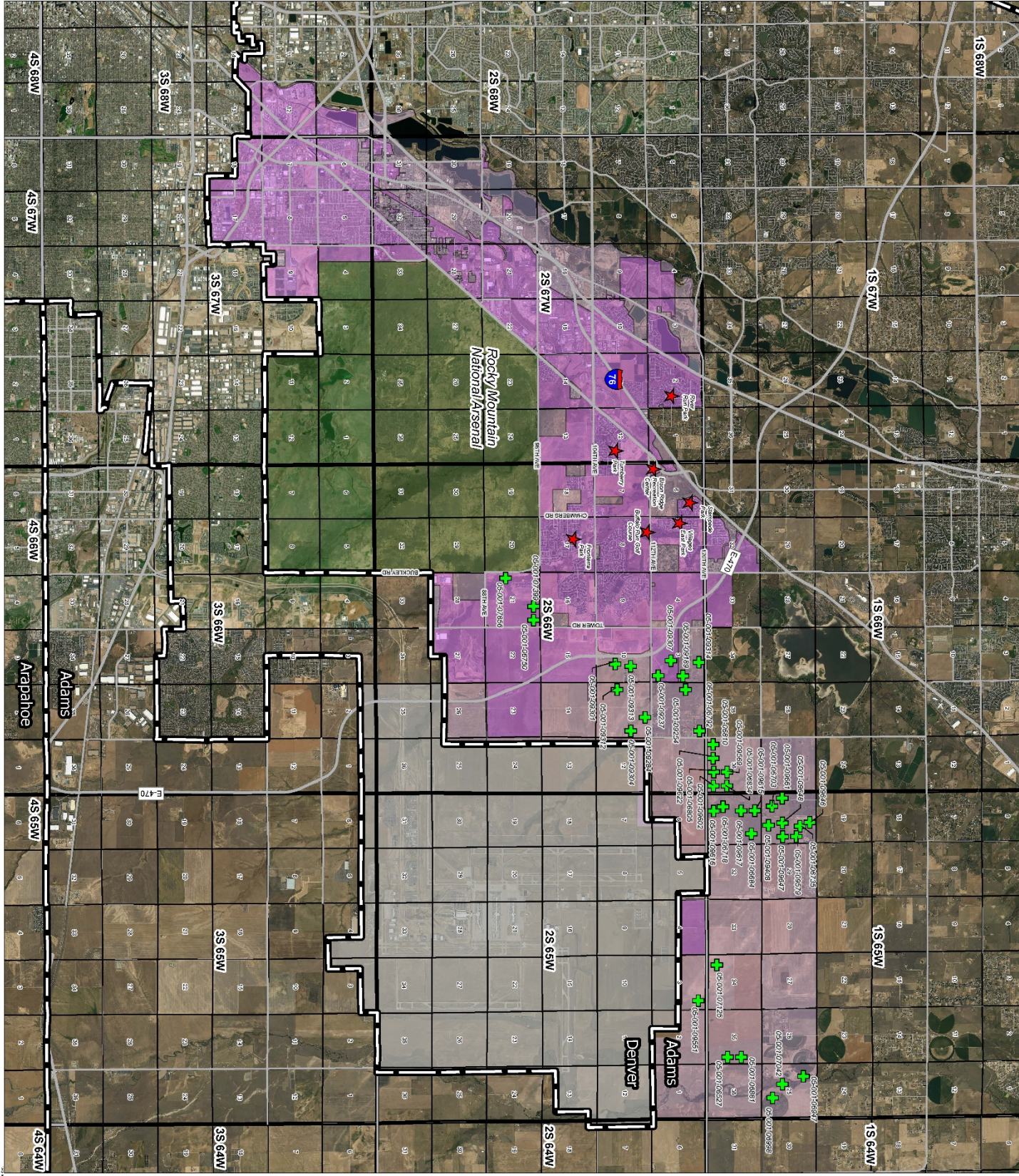
| | | | |
|--------------|--------------|--------------------------|----------------------|
| Adams County | 05-001-09313 | EXTRACTION OIL & GAS INC | 7-10 HSR-CUNNINGHAM |
| Adams County | 05-001-09304 | EXTRACTION OIL & GAS INC | 8-11 HSR-VAN SCHAACK |
| Adams County | 05-001-09189 | EXTRACTION OIL & GAS INC | 8-3 HSR LAWSON |

Map also attached for reference.

EXHIBIT D

Legend

- ★ Commerce City Landmark
- + Wells to be Plugged and Abandoned
- County Boundary
- Commerce City GA
- Commerce City Boundary
- Rocky Mountain National Arsenal
- Denver International Airport



| | |
|---|-----------------|
| Adams County Development Commerce City Adams County, CO | |
| Scale: 1/25,000 | Proj. UTM NAD83 |
| Drawn: 04/20/19 | Author: CMH |

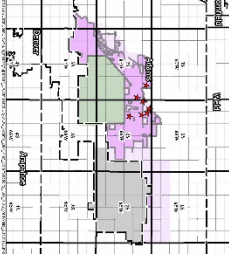


Exhibit E: BMPs for COGCC submissions

| Proposed COGCC BMPs for Surface Locations within Commerce City | |
|---|--|
| Planning | Flammable Material. All ground within twenty-five (25) feet of any tank, or other structure containing flammable or combustible materials, shall be kept free of dry weeds, grass or rubbish, and shall conform to COGCC 600 Series Safety Regulations and the applicable Fire Code. As such, no landscaping will be required within 25' of any tank or other structure containing flammable or combustible materials. |
| Planning | 803. Permanent lighting will be installed around the facility to allow both the operator and haulers to conduct safe operations at night. All lights will be directed downward, inward and shielded so light pollution is minimized. During the Drilling and Completion Phases, consistent with applicable law, Operator will construct a 32-foot exterior sound wall surrounding the well pads and operations area to reduce light escaping from the site. |
| Planning | This location is subject to a Commerce City Oil and Gas Permit (OGP), as set forth in _____ of the Operator Agreement between Extraction Oil a& Gas, Inc. and the City Of Commerce City, dated _____. |
| Planning | Blowout Prevention Equipment ("BOPE"): A double ram and annular preventer will be used during drilling. Stabbing valves shall be installed in the event of reverse circulation and shall be prior tested with low and high pressure fluid. |
| Planning | Extraction maintains a Tactical Response Plan (TRP), also at times referred to as the Emergency Response Plan, which is designed to provide Extraction employees and designated Emergency Response Team (ERT) members with the information necessary to respond to incidents in a safe, rapid, effective, and efficient manner. The TRP is kept at Extraction's office and a copy is provided to the City of Commerce City, South Adams County Fire District and Brighton Protection District. |
| Planning | Extraction will establish a live, 24-hour telephone hotline to receive feedback on our drilling and completion activities with the goal of having a tool to allow for immediate investigation and address any complaints that arise. Prior to the initiation of 24-hour operations (drilling) Extraction will mail a post card prior to drilling (include the email address and 24-hour manned phone number) to residents within 1,320' of the location. |
| Planning | Oil and gas will be transported through a pipeline. Produced water will be transported by means other than truck. Flaring will be minimized to the maximum extent practicable. Uncontrolled venting is prohibited other than where necessary for safety. Pipeline will be constructed prior to production phase. |
| Traffic Control | Dust associated with on-site activities and traffic on access roads shall be minimized throughout construction, drilling and operational activities such that there are no visible dust emissions from access roads or the Well Sites to the extent practical given wind conditions. No untreated produced water or other process fluids shall be used for dust suppression. |
| Traffic Control | A traffic plan is required by the Commerce City and shall be coordinated with the local jurisdiction prior to commencement of move in and rig up. |

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| General Housekeeping | <p>Removal of Debris. All construction-related debris shall be removed from the site for proper disposal in a timely manner. The site shall be maintained free of debris and excess materials at all times during operation. Operator shall not burn or bury debris at any time on the Well Sites.</p> <p>Maintain appearance with garbage clean-up; a trash bin will be located on site to accumulate waste by the personnel drilling the wells. Site will have unused equipment, trash and junk removed as soon as practicable.</p> |
| General Housekeeping | <p>Site security will be maintained at all times. Location will be adequately fenced where necessary restrict access by unauthorized persons. The site will have fencing or landscaping where required.</p> |
| Storm Water/Erosion Control | <p>Implement and maintain BMPs to control stormwater runoff in a manner that minimizes erosion, transport of sediment offsite, and site degradation.</p> |
| Material Handling and Spill Prevention | <p>Leak Detection Plan: Extraction will monitor production facilities as per industry standards to identify fluid leaks, including, but not limited to, visually inspecting all wellheads, tanks and fittings. Additionally, annual SPCC inspections will be conducted and documented. Annual flowline testing will also occur according to COGCC rules 1101 and 1102. Inspection and record retention of flowline testing will be in accordance per COGCC regulation. All records will be made available to the COGCC upon request.</p> |
| Material Handling and Spill Prevention | <p>The location will be completely automated to monitor all production operations remotely. In the event that the facility is not operating under normal conditions, the automation system will immediately notify the operator. The automation system also has the ability to remotely perform an emergency shut down if necessary.</p> |
| Material Handling and Spill Prevention | <p>Automatic Safety Protective Systems and Surface Safety Valve. An automated safety system, governed by safety devices and a programmable logic computer, will be installed at the Well Sites. The automated safety system shall include the installation, monitoring and remote control of a Surface Safety Valve (“SSV”) among many other engineered measures and devices that are implemented to greatly reduce or eliminate the potential for a well event. All New Wells will have a SSV installed prior to the commencement of the Production Phase connected to the production tubing at the surface. The SSV will be equipped to operate remotely via the automated safety protective system, which monitors multiple flowing pressures and rates which have predetermined maximum and/or minimum threshold values programmed and will remotely shut the well in should certain upset conditions be detected. Additionally, the automated safety system provides the ability to remotely shut-in wells on demand through operator remote intervention. The SSV will have documented quarterly testing to ensure functionality.</p> |
| Dust Control | <p>805.c. Operator shall employ practices for control of fugitive dust caused by the operations. Such practices shall include but are not limited to the use of silica dust controls when handling sand used in hydraulic fracturing operations. Additional management practices such as road surfacing, wind breaks and barriers may be used. No untreated produced water or other process fluids shall be used for dust suppression.</p> |
| Construction | <p>Containment Berms. The Operator shall utilize steel-rim berms around all separators at the Well Site with sufficient capacity to contain 1.5 times the maximum volume of all liquids that will be contained at a facility at any given time plus sufficient freeboard to prevent overflow. All berms and containment devices shall be inspected quarterly by the Operator and maintained in good condition.</p> <p>No potential ignition sources shall be installed inside the secondary containment area unless the containment area encloses a fired vessel or such sources are rated in accordance with industry codes and standards.</p> |

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| | <p>Secondary containment such as duck ponds or lined earthen berms for temporary tanks shall also be used in addition to tankless and secondary containment around surface vessels. Permanent containment berms shall be constructed of steel rings, designed and installed to prevent leakage and resist degradation from erosion or routine operation.</p> <p>Secondary containment for tanks shall be constructed with a synthetic or engineered liner that contains all primary containment vessels and is mechanically connected to the steel ring to prevent leakage. By request of the City of Commerce City, Extraction agrees to pressure test flowlines according to the COGCC flowline rules.</p> |
| Noise Mitigation | <p>Quiet Technology. The Operator agrees to use quiet completions technology for any well located within 1,320 feet of a Residential Building Unit or within 1,500 of a High Occupancy Structure unless Operator obtains waivers from all affected property owners within that distance.</p> |
| Noise Mitigation | <p>Electric Equipment. All permanent production equipment, such as compressors, motors and artificial lift equipment, shall utilize electric line power in order to mitigate noise and to reduce emissions.</p> <ol style="list-style-type: none"> Where power is available, all drilling rig(s) shall be required to utilize electric line power unless Commerce City waives this provision in writing for a specific location. If necessary, Operator shall provide an Electrification Plan to describe how electricity will be brought to the location for all phases of development. |
| Noise Mitigation | <p>Thirty-two foot high exterior sound walls will be used during drilling and completion operations.</p> |
| Noise Mitigation | <p>Baseline noise monitoring will be conducted prior to commencement of pad construction. Additional sound mitigation measures will be considered and implemented pursuant to third party recommendations. All noise survey data will be made available to the COGCC inspector upon request.</p> <p>If well location is within 1,320' of five or more residential building units , the Operator shall continuously monitor noise and continuously collect and store noise readings with instruments placed between the Oil and Gas Location and residential Building Units.</p> <p>The Operator shall conduct the monitoring and data collection during construction, drilling, and completions operations.</p> |
| Emissions Mitigation | <p>Reduced Emission Completions (Commonly known as Green Completions). At Well Sites Operator shall employ reduced emission completions, also commonly known as green completions, which comply with federal and state requirements. In addition, Operator shall comply with the following:</p> <ol style="list-style-type: none"> Gas gathering lines, separators, and sand traps capable of supporting green completions as described in COGCC Rule 805 shall be installed per the provisions of COGCC Rule 805. Operator shall comply with 40 CFR 60.5375(a)(1), (2) for green completions. Uncontrolled venting is prohibited other than where necessary for safety. Temporary flowback flaring and oxidizing equipment where allowed shall include the following: <ol style="list-style-type: none"> Adequately sized equipment to handle 1.5 times the largest flowback volume of gas from a vertical/directional and/or horizontally completed well respectively as reported to the COGCC in a ten mile radius; Valves and porting available to divert gas to flaring and oxidizing equipment; pursuant to the above Rules 40 CFR 60.5375 & COGCC Rule 805; Auxiliary fueled with sufficient supply and heat to combust or oxidize noncombustible gases in order to control odors and hazardous gases. The flowback combustion device shall be equipped with a reliable continuous ignition source over |

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| | <p>the duration of flowback, except in conditions that may result in a fire hazard or explosion; and</p> <p>4. The Operator has a general duty to safely maximize resource recovery and minimize releases to the atmosphere during flowback and subsequent recovery/operation.</p> |
| Emissions Mitigation | Exhaust. The exhaust from all engines, motors, coolers and other mechanized equipment shall be vented up or in a direction away from the nearest occupied building. |
| Emissions Mitigation | Leak Detection Plan: Operator will monitor production facilities to identify fluid leaks, including, but not limited to, visually inspecting all wellheads and equipment. Operator shall develop and maintain an acceptable leak detection and repair ("LDAR") program as required by CDPHE using modern leak detection technologies such as infra-red cameras for equipment used on the Well Sites. |
| Odor Mitigation | 805. Oil & gas facilities and equipment shall be operated in such a manner that odors do not constitute a nuisance or hazard to public welfare. Odor emitting from Well Sites must be controlled. Operator will work to prevent odors from oil and gas operations by proactively addressing and, to the extent possible, resolving complaints filed by impacted members of the community. Operator must use a filtration system or additives to the drilling and fracturing fluids to minimize odors. Use of fragrance to mask odors is prohibited. |
| Drilling/Completion Operations | Well Integrity. Operator must equip the bradenhead access to the annulus between the production and the surface casing, as well as any intermediate casing, with a fitting to allow safe and convenient determinations of pressure and fluid flow. Valves used for annular pressure monitoring shall remain exposed and not buried to allow for visual inspection. The Operator shall take bradenhead pressure readings as required by the COGCC. |
| Drilling/Completion Operations | Bradenhead Monitoring. Operator will conduct bradenhead monitoring on the New Wells as required on the relevant Applications for Permit to Drill - Form 2. |
| Drilling/Completion Operations | All fresh water for completions shall be transported to the well by means other than truck. |
| Drilling/Completion Operations | BOPE testing for drilling operations. Upon initial rig-up and at least once every thirty (30) days during drilling operations thereafter, pressure testing of the casing string and each component of the blowout prevention equipment including flange connections shall be performed to seventy percent (70%) of working pressure or seventy percent (70%) of the internal yield of casing, whichever is less. Pressure testing shall be conducted, and the documented results shall be retained by the operator for inspection by the Director for a period of one (1) year. Activation of the pipe rams for function testing shall be conducted on a daily basis when practicable. |
| Drilling/Completion Operations | Closed-Loop Pitless Systems for the Containment and/or Recycling of Drilling Fluids. Wells shall be drilled, completed and operated using closed-loop pitless systems for containment and/or recycling of all drilling, completion, flowback and produced fluids. Operator shall recycle fluids to the maximum extent practicable. |
| Drilling/Completion Operations | Flowback Monitoring System: Autonomous gas monitors will be placed around the location during the flowback phase. |
| Interim Reclamation | Operator shall be responsible for segregating the topsoil, backfilling, re-compacting, reseeding, and re-contouring the surface of any disturbed area so as not to interfere with Owner's operations and shall reclaim such area to be returned to pre-existing conditions as best as possible with control of all noxious weeds. |
| Final Reclamation | Within 90 days subsequent to the time of plugging and abandonment of the entire site, superfluous debris and equipment shall be removed from the site. Identification of plugged and abandoned wells will be identified pursuant to 319.a.(5) The operator shall also inscribe or imbed the well number and date of plugging upon the permanent monument. |

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| Final Reclamation | Reclamation. Operator must submit an oil and gas site reclamation plan and reclaim a Well Site not later than six (6) months after plugging and abandoning the last New Well at such Well Site, weather and planting season permitting. |
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This schedule will be updated as material changes are made or at least bi-annually.

[illegible]

Exhibit G: Purchase of Essential Emergency Response Equipment and Training.

Operator and Brighton Fire Rescue District and South Adams County Fire Department (collectively “Fire Districts”) have agreed to the following list of training and equipment necessary to respond to an oil and gas emergency within Commerce City.

Operator has agreed that its proposed oil and gas activity could burden the Fire Districts’ existing capabilities and resources and therefore has agreed to supply the Fire Districts with the following training, equipment, and water supply:

Training

Operator will provide the following training to the Fire Districts prior to the spudding of the first well within Commerce City and ongoing training as described below.

1. Operator will provide training courses to all Fire Districts’ shifts prior to spudding of first well. The training courses will include those such as TEEEX’s Industrial Emergencies for Municipal-Based Responders, Wild Well’s Well Site Incident Management Strategies Tactics for Municipal Responders, Operator’s 101 course and other associated training courses.
 - a. Local training is preferred
 - b. Off-site training for Training Chiefs, Battalion Chiefs, Captains, Lieutenants, and Training Officers as necessary.
2. Operator will provide the courses listed above as the Fire Districts deem reasonably necessary for as long as Operator is operating well sites under this agreement
3. Operator and the Fire Districts will conduct an initial Table Top exercise six months prior to the spudding of the first well and battalion shift exercises prior to the spudding of the first well.
4. After initial Table Top exercise, Operator and Fire Districts will conduct annual Table Top exercises. These will be accompanied by shift/full scale exercises as the Fire Districts deem necessary from the annual Table Top exercise.

Equipment

Operator will supply the following equipment to the Fire Districts prior to the spudding of the first well or as described below.

1. Operator will pay for the Brighton Fire Rescue District (“Brighton Fire”) to purchase, through Brighton Fire’s purchasing procedures, a 3,000 gallon water tender with a 500 gpm pump to compliment regional use. Water tender will have specifications required by Brighton Fire. Estimated cost \$375,000.00.

Operator will pay Brighton Fire for the water tender once it has received approval of four (4) oil and gas permits at Well Sites. The intent is that Brighton Fire will work quickly to purchase the water tender to have it available prior to the spudding of the first well. In the event the new water tender has not arrived prior to the spudding of the first well, Brighton Fire agrees to temporarily station at least one water tender at Station 53 so as to make it readily available to respond to an oil and gas emergency within Commerce City.

2. Operator will pay for the South Adams County Fire Department ("SACFD") to purchase, through SACFD's purchasing procedures, a foam trailer and a pickup truck to compliment regional use. The foam trailer and pickup truck will have specifications according to SACFD. Estimated cost \$153,050.

Operator is required to provide the foam trailer to SACFD prior to the spudding of the first well within Commerce City.

3. Operator will supply both Brighton Fire and SACFD one Area Rea Pro air monitors - one for each Fire District. Air monitors will be utilized for regional resource response. Estimated cost \$32,000.

Operator is required to provide the Area Rea Pro Monitors to the Fire Districts prior to the spudding of the first well within Commerce City.

Water Supply

Operator will pay for water lines and fire hydrants to supply water access to Well Sites as described below.

1. When municipal water supplies are within or extended with future development to 1,000 feet of a Well Site, Operator will pay no more than \$10,000 for a fire hydrant to be tied into the municipal water supply at a practicable location agreed upon by Fire Districts, the Operator, and the City.