

AMENDMENT TO SURFACE USE AND DAMAGE AGREEMENT

THIS AMENDMENT TO SURFACE USE AND DAMAGE AGREEMENT ("Amendment") is executed to be effective as of September 26th, 2013 by and between **East Side Sunset, LLC, as owner of the surface of the lands described hereafter**, whose mailing address is 7400 East Crestline Circle, Suite 250, Greenwood Village, CO 80111 ("Sunset"), and **Burlington Resources Oil & Gas Company LP, a Delaware limited partnership**, whose address is 600 N. Dairy Ashford, Houston, Texas 77079 ("Operator" or "BROG"). Owner and Operator (or BROG) may be referred to hereinafter collectively as the "Parties".

RECITALS

1. Sunset, as Lessor, executed that certain Oil and Gas Lease (the "Lease") dated November 12, 2010, in favor of Anadarko E&P Company LP ("Anadarko"), as Lessee, a Memorandum of which is recorded at Reception No. D1063708 of the records of the Recorder's Office of Arapahoe County, Colorado; and covering the following described lands, to wit:

Township 4 South, Range 65 West, 6th P.M.;
Section 22: All
Arapahoe County, Colorado
2. Attached as Exhibit "B" to the Lease is that certain Surface Use and Damage Agreement dated November 12, 2010 by and between Sunset, as owner of the surface of the above described lands ("Owner"), and Anadarko, as "Operator" (the "SUA").
3. BROG is the successor in interest to the interest of Anadarko, as Lessee under the Lease and as "Operator" under the SUA.

NOW, THEREFORE, for the original consideration recited in the SUA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree to amend the SUA as follows:

1. Paragraph 9 of the SUA is hereby deleted and the following is substituted therefor:

"9. Limitation on Rights.

- (a) The Lands may not be used in connection with operations on premises other than the Lands and lands pooled therewith for Operator's oil and gas operations without Owner's written consent.
- (b) In addition to the other rights granted in this Agreement, Operator shall be entitled to, and Owner grants to Operator a right of way and easement to use the surface of the Oil and Gas Operations Areas and subsurface of the Lands to drill, complete, produce, deepen, rework, drill, frac, re-frac and recomplete the Grimm Motocross 4-65 23-24 1H well (the "Grimm Well") from, under and through the Lands to reach a bottom hole location on lands not covered by this Agreement, regardless of whether such lands are pooled with the Lands or any portion thereof. Such rights shall include without limitation the location of roads, pipelines, power lines, tank batteries and other facilities associated with the Grimm Well on the Oil and Gas Operations Areas in accordance with this Agreement."
- (c) Any operations or entry on the Lands relating to wells other than as permitted in Section 9.(a) and 9.(b) above, or as permitted under the terms of the SUA, shall require Lessor's prior consent.
- (d) In conducting such operations, to the extent reasonably practicable and commercially feasible, Operator shall use pre-existing established Oil and Gas Operations Areas, roads, pipeline rights of way, power lines, and locations for tank batteries and other surface facilities.

Except as modified hereby, all of the terms of the SUA are hereby ratified and confirmed by the Parties as in full force and effect.

This Amendment shall be binding upon and inure to the benefit of the Lessor and Lessee, and their respective heirs, personal representatives, successors, and assigns.

This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have signed this Amendment as of the date of acknowledgement of their signatures, but effective for all purposes as of September 26th, 2013.

OWNER: East Side Sunset, LLC

BY: 

PRINTED NAME: STEVEN M. CONDON

TITLE: Manager

OWNER: East Side Sunset, LLC

BY: 

PRINTED NAME: Brett M. Perry

TITLE: Manager

OPERATOR:

Burlington Resources Oil & Gas Company LP

BY: BROG GP LbC

BY: 

PRINTED NAME: Broog Callery

TITLE: Attorney-in-Fact

STATE OF Colorado)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 26th day of September, 2013, by Steven W. Coker, as Manager of East Side Sunset LLC, a Colorado limited liability company, on behalf of said company.

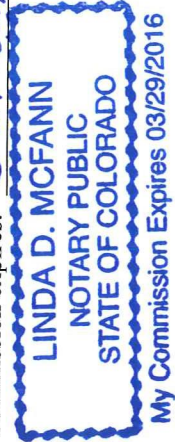
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: 01/17/14  Notary Public, State of Colorado

STATE OF Colorado)
COUNTY OF Anchorage)

The foregoing instrument was acknowledged before me this 26th day of Sept, 2013, by Brett Tury as Manager of East Side Sunset LLC, a Colorado limited liability company, on behalf of said company.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: 3-29-2016  Notary Public, State of Colorado

STATE OF Texas)
COUNTY OF Midland)

This instrument was acknowledged before me this on this the 22nd day of November, 2013, by Brian Calloway, in his capacity as Attorney-in-Fact for **BROG GP LLC**, sole general partner of **Burlington Resources Oil & Gas Company LP**, a Delaware limited partnership, on behalf of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: February 05, 2017  Notary Public, State of Texas