

## SURFACE USE AND DAMAGE AGREEMENT

This Surface Use Agreement and Damage Agreement ("Agreement"), dated effective as of the 9<sup>th</sup> day of FEB, 2016 ("Effective Date"), is made by and between **SHULL MIKE LIVING TRUST; SHULL PEGGY LIVING TRUST**, whose address is 53004 County Road 100, Grover, CO 80729 ("Owner"), and **CRESCENT POINT ENERGY U.S. CORP.**, a Delaware corporation, whose address is 555 17th Street, Suite 1800, Denver, Colorado, 80202 ("Operator"). Owner and Operator may be referred to herein individually as a "Party" and collectively as "Parties."

**WHEREAS**, Owner and Operator entered into that certain unrecorded *Surface Use and Damage Agreement* ("Underlying Agreement"), the terms of which are incorporated herein by this reference, effective as of the Effective Date, executed copies of which are in the possession of Owner and Operator, covering certain lands being situated in Weld County, Colorado, more particularly described as follows:

**TOWNSHIP 9 NORTH, RANGE 59 WEST, 6<sup>TH</sup> P.M.  
SECTION 31: ALL EXC W2SW4 ALSO EXC NE4NE4/SE4NE4/NE4SE4**

(the "Subject Lands").

**WHEREAS**, the parties now desire to execute this Agreement in order to put third parties on notice of the rights granted in the Underlying Agreement which covers the Subject Lands.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby grants Operator a non-exclusive easement and right-of-way for the purpose drilling, staking, completing, equipping, producing and operating oil and gas wells on Operator's leasehold under the Subject Lands or lands pooled therewith, including the right to construct, install and maintain access roads, well sites, tank batteries, pipelines, separators, electric power lines, and other facilities (any and all of the foregoing being hereinafter collectively referred to as "Facilities") necessary, useful or incidental to drilling, equipping, completing for production, recompleting, producing, or plugging and abandoning one or more oil and/or gas wells.

This Agreement shall remain in full force and effect as to all portions of the Subject Lands and shall continue for so long thereafter as Operator, its successors and assigns, maintains this Agreement and the Underlying Agreement in accordance with all the provisions contained therein. More particularly, this Agreement and the Underlying Agreement and Operator's obligations thereunder will terminate upon the last to occur of: (a) termination of the oil and gas lease(s); (b) Operator's loss of rights to produce oil or gas or; (c) upon complete reclamation and restoration of the surface of the Subject Lands according to the standards prescribed herein and by the state or federal rules, regulations and statutes as well as approval of such reclamation by state and/or federal authorities which have jurisdiction over such reclamation.

This Agreement is in no way intended to supercede, abrogate, change, alter or modify any of the terms and conditions of the Underlying Agreement and in the event of any discrepancy between this Agreement and the terms of the Underlying Agreement, the terms of the Underlying Agreement shall prevail.

This Agreement may be executed in any number of counterparts and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

IN WITNESS WHEREOF, this instrument is executed, to be effective as of the Effective Date.

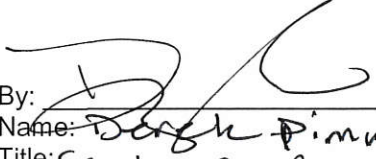
OWNER:

SHULL MIKE LIVING TRUST;  
SHULL PEGGY LIVING TRUST

OPERATOR:

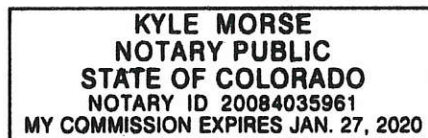
CRESCENT POINT ENERGY U.S. CORP.

By:   
Name: Mike Shull

By:   
Name: Derek Pimm  
Title: Senior Surface Landman

ACKNOWLEDGEMENTS

STATE OF COLORADO §  
COUNTY OF DENVER §



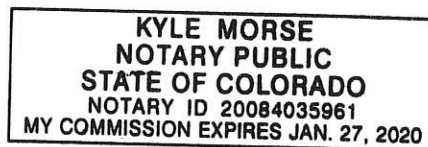
The foregoing instrument was acknowledged before me on this 9<sup>th</sup> day of FEB, 2016,  
by Mike Shull.

Witness my hand and official seal.

  
NOTARY PUBLIC

My Commission Expires: 1/27/2020

STATE OF COLORADO §  
COUNTY OF DENVER §



The foregoing instrument was acknowledged before me on this 9<sup>th</sup> day of FEB, 2016,  
by DEREK PIMM, as SENIOR LANDMAN of CRESCENT POINT, a Delaware Corporation, on  
behalf of said corporation.

Witness my hand and official seal.

  
NOTARY PUBLIC

My Commission Expires: 1/27/2020