

SURFACE USE AND COMPENSATION AGREEMENT

This Surface Use and Compensation Agreement ("**Agreement**") is made and entered into effective as of June 13, 2014 ("**Effective Date**") by and between **Prosper Farms Investments, LLC**, whose address is 5641 N. Broadway Denver, CO 80216 ("**Grantor**"), and **Burlington Resources Oil & Gas Company LP, a Delaware limited partnership**, whose address is Attn: Manager RPA, P. O. Box 7500, Bartlesville, Oklahoma 75005-7500 ("**Grantee**").

RECITALS

- A. Grantor owns and controls the surface in and to properties located in Sections 1, 2, 11, 12, 13, 14, and 24 of Township 4 South, Range 65 West, and in Sections 4, 5, 6, 7, 8 and 18 of Township 4 South, Range 64 West, Arapahoe County, Colorado, as more particularly described and depicted on Exhibit "A", attached hereto and made a part hereof (collectively, "**Property**").
- B. Grantee owns or operates oil and gas leases and rights and may become holder of other oil and gas leases and rights underlying the Property and other lands in the vicinity thereof (collectively, "**Leases**") and desires to enter on the Property for the purposes of conducting oil and gas operations pursuant to the Leases ("**Operations**").
- C. In addition to the rights granted in the Leases, Grantee desires to obtain the right to use the Property for the purpose of access to and from Grantee's Operations conducted pursuant to the Leases, such access on or under the Property to be in accordance with this Agreement.
- D. Grantor and Grantee desire to stipulate and agree on the rights to be granted by Grantor to Grantee for use of the Property and the compensation and damages to be paid for such rights.

AGREEMENT

For and in consideration of TEN AND NO/100 DOLLARS (\$10.00), the foregoing recitals and the terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Surface Access Rights.

- A. **Right-of-Way.** Subject to the terms of this Agreement, Grantor grants to Grantee and its agents, employees, and others authorized by them the non-exclusive right to enter upon the Property to conduct its Operations, including without limitation, the rights to (a) locate, drill, complete, operate, produce, maintain and abandon wells, well pads and associated production equipment on the Property in operations areas numbered 1-10 (collectively, "**Operations Areas**") as shown on Exhibit "B" hereto, and (b) construct, operate and maintain access roads on the Property as provided in paragraph 3 herein, (c) lay, construct, operate, inspect, maintain, repair, replace with same or different size pipe, remove, or abandon in place pipeline(s) in the Operations Areas in accordance with paragraph 4.F. herein, (d) install one well site compression unit per well in the Operations Areas (including adequate noise mitigation which shall be approved by

electronically and be fully binding upon receipt by the other party. Promptly following execution and electronic exchange of signed counterparts, the parties agree to deliver fully executed original counterparts by overnight mail.

EXECUTED as of the date of acknowledgement, but this Agreement is effective as of the Effective Date.

GRANTOR:
Prosper Farms Investments, LLC

BY: [Signature]
PRINTED NAME: Gregory A. Ruesegger
TITLE: Vice President, Manager

State of Colorado }
County of Adams }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Gregory A. Ruesegger, as Vice President, Manager of **Prosper Farms Investments, LLC** is signed to the foregoing Surface Use and Compensation Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument she, as authorized agent and with full authority, executed the same voluntarily and as the act of said limited-liability partnership.

Given under my hand and official seal, this the 10th day of June, 2014.

Marquise C. Reddie
NOTARY PUBLIC

Notary Public in and for Adams County

My commission expires:
10-10-14

[Grantee's Signature Block and Acknowledgment on Following Page]

GRANTEE:
Burlington Resources Oil & Gas Company LP

BY: BROG GP LLC, its sole General Partner

BY: Brian Calloway
PRINTED NAME: Brian Calloway

TITLE: Attorney-in-Fact

State of Colorado }
 }
County of Arapahoe }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Brian Calloway, as Attorney-in-Fact of BROG GP LLC, sole General Partner of **Burlington Resources Oil & Gas Company LP**, a Delaware limited partnership, signed the foregoing Surface Use and Compensation Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument she, as authorized agent and with full authority, executed the same voluntarily and as the act of said limited partnership.

Given under my hand and official seal, this the 16th day of June, 2014.


NOTARY PUBLIC

Notary Public in and for the State of Colorado

My commission expires: 2-8-17

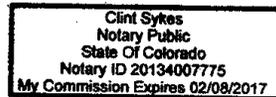


Exhibit "A"

Attached to and made a part of that certain
Surface Use and Compensation Agreement
dated as of June 13, 2014
by and between
Prosper Farms Investments, LLC
and
Burlington Resources Oil & Gas Company LP

Property

Township 4 South, Range 65 West, 6th P.M.

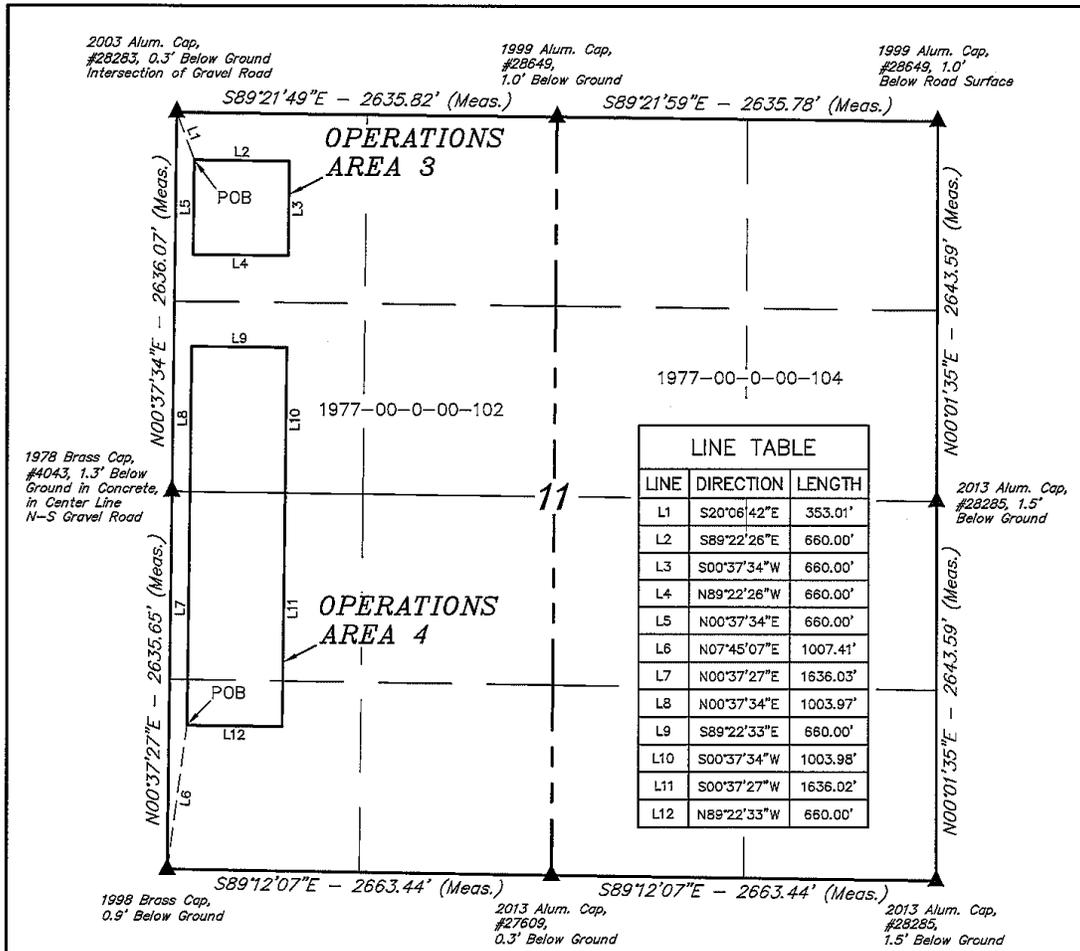
Section 11: All more particularly described in that certain General Warranty Deed dated October 27, 2011 from Furniture Row, LLC to Prosper Farms Investments, LLC, a Colorado limited liability company, and recorded October 28th, 2011 under Reception No. D1106053, Arapahoe County, Colorado.

Exhibit "B"

Attached to and made a part of that certain
Surface Use and Compensation Agreement
Dated as of June 13, 2014
By and between
Prosper Farms Investments, LLC
and
Burlington Resources Oil & Gas Company LP

LOCATION OF OPERATIONS AREAS

Attached



**OPERATIONS AREA 4 DESCRIPTION
ON PARCEL 1977-00-0-00-102**

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 11, T4S, R65W, 6th P.M. FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 11 BEARS N00°37'27"E, THENCE N07°45'07"E 1007.41' TO THE TRUE POINT OF BEGINNING; THENCE N00°37'27"E 1636.03'; THENCE N00°37'34"E 1003.97'; THENCE S89°22'33"E 660.00'; THENCE S00°37'34"W 1003.98'; THENCE S00°37'27"W 1636.02'; THENCE N89°22'33"W 660.00' TO THE TRUE POINT OF BEGINNING.

GROSS AREA = 40 ACRES, MORE OR LESS.

BASIS OF BEARINGS
BASIS OF BEARINGS IS A G.P.S. OBSERVATION

LEGEND:

- ▲ = SECTION CORNERS LOCATED.
- POB = POINT OF BEGINNING.

NOTE: PROPERTY LINES SHOWN HAVE BEEN RE-ESTABLISHED FROM COUNTY RECORDS AND HAVE NOT BEEN SURVEYED BY UTAH ENGINEERING AND LAND SURVEYING. UELS DOES NOT WARRANT PROPERTY PARCEL DATA OR ANY ASSOCIATED INFORMATION. A PROPERTY SURVEY IS REQUIRED TO DETERMINE THE ACTUAL LOCATION OF PROPERTY LINES AND SHOW ACCURATE DISTANCES ACROSS PARCELS.

**OPERATIONS AREA 3 DESCRIPTION
ON PARCEL 1977-00-0-00-102**

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11, T4S, R65W, 6th P.M. FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 11 BEARS S00°37'34"W, THENCE S20°06'42"E 353.01' TO THE TRUE POINT OF BEGINNING; THENCE S89°22'26"E 660.00'; THENCE S00°37'34"W 660.00'; THENCE N89°22'26"W 660.00'; THENCE N00°37'34"E 660.00' TO THE TRUE POINT OF BEGINNING.

GROSS AREA = 10 ACRES, MORE OR LESS.

CERTIFICATE OF REGISTRATION
THIS IS TO CERTIFY THAT THE ABOVE SAID NOTES OF ACTUAL SURVEYS MADE BY ME UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Sheet 3 of 14

Burlington Resources Oil & Gas Company LP

**PROSPER FARMS - OPERATIONS AREAS
SECTION 11, T4S, R65W, 6th P.M.
ARAPAHOE COUNTY, COLORADO**



UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

SURVEYED BY: LOREN SHANKS	DATE: 06-03-14
DRAWN BY: J.S.	DATE DRAWN: 06-03-14
SCALE: 1" = 1000'	FILE: 56803-C REVISED: 06-11-14

EXHIBIT "B"