

AMENDED AND RESTATED SURFACE USE AND DAMAGE AGREEMENT

This Amended and Restated Surface Use and Damage Agreement ("Agreement") is made and entered into this 22nd day of December, 2015, among **Davene King Schuh** as the owner of the surface of the lands described hereafter whose address is 8725 E. Via Del Arbor Drive, Scottsdale, AZ 85258 (hereinafter referred to as "Owner"), and **Burlington Resources Oil & Gas Company LP**, a Delaware limited partnership, whose address is Attention: Manager, Real Property Administration, P. O. Box 7500, Bartlesville, OK 74004-7500 (hereinafter referred to as "Operator").

WITNESSETH:

WHEREAS, Owner owns the surface and certain portions of the mineral estate underlying the lands described on Exhibit A attached hereto (the "Lands"); and

WHEREAS, Operator holds one or more valid oil and gas leases from Owner ("Owner OGL") underlying all or portions of the Lands; and

WHEREAS, Owner has engaged in certain pre-development activities upon the Lands to enhance their value for future residential and commercial development by third parties, but desires to maintain the agricultural uses upon the Lands pending such future development; and

WHEREAS, Owner entered into a Surface Use and Damage Agreement, effective June 16, 2011, with Anadarko E&P Company LP for the purposes of drilling, completing, and operating one or more oil and gas wells on the Lands consistent with current agricultural use and expected future development (the "Original Agreement"), a Memorandum of which is recorded in the office of the Adams County Clerk and Recorder at Reception No. 2011000064005 ("Memorandum"); and

WHEREAS, pursuant to an Assignment and Bill of Sale, dated as of December 1, 2012, Anadarko E&P Company LP assigned the Original Agreement to COP BROG I LLC ("COP"); and

WHEREAS, COP assigned all of its interests to Operator by virtue of a transfer by Certificate of Merger, dated June 14, 2013, a copy of which is recorded in the office of State of Delaware, Secretary of State, Division of Corporations at Reception Number 0914124, and for which an Affidavit of Merger, dated July 1, 2014, is recorded in the office of the Adams County Clerk and Recorder at Reception Number 2013000058726; and

WHEREAS, Owner and Operator desire to amend and restate the terms of the Original Agreement and to supersede and replace the Memorandum in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowl-

14. Designated Contact Person. Operator and Owner will each from time to time designate an individual, with appropriate 24-hour telephone and fax numbers, who is to be the primary contact person for discussions and decisions concerning matters related to this Agreement. Current contact information is as follows:

Owner:

Davene King Schuh
8725 E. Via Del Arbor Drive
Scottsdale, AZ 85258
Telephone: _____

Operator:

Burlington Resources Oil & Gas Company LP
c/o ConocoPhillips Company
Real Property Administration
PO Box 7500
Bartlesville, OK 75005-7500

And to:

Burlington Resources Oil & Gas Company LP
c/o ConocoPhillips Company
Attn: PTRRC
34501 E. Quincy Ave, Building #1
Watkins, CO 80137
Phone: 303-268-3711
Facsimile: 303-268-3730

Any notice permitted or required by this Agreement will be in writing and may be given by personal delivery, United States mail, overnight courier or facsimile directed to the contact person for the recipient at the address stated above or such other person or contract information as may be specified by a party in a notice given pursuant to this Section. Additionally, any notice given to Terrance G. King, shall also be given to:

BERENBAUM WEINSHIENK PC
Attn: Stephen A. Weinstein
370 17TH Street, Suite 4800
Denver, CO 80202
Phone: 303-592-8304
Facsimile: 303-629-7610

All notices so given will be effective, if hand delivered, upon delivery to a person upon whom service of process can be made upon the recipient pursuant to Rule 4(e) of the Colorado Rules of Civil Procedure; if delivered by overnight courier, one business day after timely deposit with the courier service, charges for next business day delivery prepaid; if mailed, three days after deposit, postage prepaid, certified mail - return receipt requested, with the United States Postal Service; or if delivered by facsimile, upon confirmation of error free transmission.

[Signature Page – Operator]

DATED as of the year and date first above written.

OPERATOR:

Burlington Resources Oil & Gas Company LP

By: BROG GP LLC, its sole General Partner

By: J.D. Adkins

Name: J.D. Adkins

Title: Attorney-in-Fact

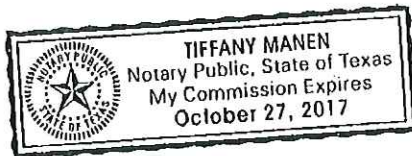
Date: Dec 16, 2015

ACKNOWLEDGMENT:

STATE OF TEXAS)
) ss.
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 16th day of December, 2015, by J. D. Adkins, as Attorney-in-Fact of Burlington Resources Oil & Gas Company LP, a Delaware limited partnership by BROG GP LLC, its sole General Partner.

Witness my hand and official seal.



Tiffany Manen
Notary Public
My Commission Expires: 10.27.17

[Signature Page – Owner]

DATED as of the year and date first above written.

OWNER:

Davene King Schuh

By: Davene King Schuh

ACKNOWLEDGMENT:

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 21st day of December, 2015,
by Davene King Schuh.

Witness my hand and official seal.

[Signature]
Notary Public
My Commission Expires: 06-24-2019

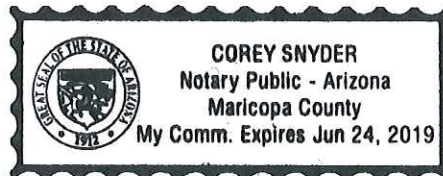


EXHIBIT A

SURFACE LEGAL DESCRIPTION

Attached to and made part of that certain Memorandum of Surface Use and Damage Agreement dated June 16, 2011, by and between Davene King Schuh, whose mailing address is 8725 E. Via Del Arbor Drive, Scottsdale, AZ 85258, as Lessor and Anadarko E&P Company LP, whose mailing address is 1099 18th Street, #1800, Denver CO 80202, as Lessee.

Township 3 South. Range 65 West of the 6th P.M.

Section 20: A parcel of land located in Section 20, Township 3 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado, more particularly described as follows: Commencing at the Northeast corner of said Section 20; Thence along the Easterly line of said Section 20, South $00^{\circ}16'13''$ East 30.01 feet to the Southeast corner of that certain parcel of land described in Book 4036 at Page 721 of the records of the Clerk and Recorder of said Adams County and the POINT OF BEGINNING; Thence, continuing along the Easterly line, South $00^{\circ}16'13''$ East 3369.21 feet; Thence, departing said Easterly line, South $89^{\circ}45'29''$ West a distance of 5286.86 feet to the Westerly line of the Southwest Quarter of said Section 20; Thence, along the Westerly line of said Southwest Quarter, North $00^{\circ}22'55''$ West 775.03 feet to the West Quarter Corner of said Section 20; Thence, along the Westerly line of the Northwest Quarter of said Section 20, North $00^{\circ}20'38''$ West 2657.11 feet to the Northwest Corner of said Section 20; Thence along the Northerly line of the Northwest Quarter of said Section 20, South $89^{\circ}53'05''$ East 1229.68 feet to the Northwest Corner of said Parcel of land described in Book 4036 at Page 721; Thence along the Westerly and Southerly Boundary of said Parcel of land the following 6 courses:

1. South $00^{\circ}06'48''$ West 6.56 feet;
2. North $89^{\circ}53'12''$ West 40.00 feet;
3. South $00^{\circ}06'48''$ West 40.00 feet;
4. South $89^{\circ}53'12''$ East 40.00 feet;
5. North $00^{\circ}06'48''$ East 16.50 feet;
6. South $89^{\circ}53'12''$ East 4062.42 feet to the Point of Beginning.

EXCEPTING THEREFROM: A parcel of land located in the West half of Section 20, Township 3 South, Range 65 West, of the Sixth Principal Meridian, City of Aurora, County of Adams, State of Colorado, more particularly described as follows: Beginning at the Northwest Corner of said Section 20; Thence, along the Northerly line of said Northwest Quarter of Section 20, South $89^{\circ}53'05''$ East 1048.91 feet; Thence, departing said Northerly

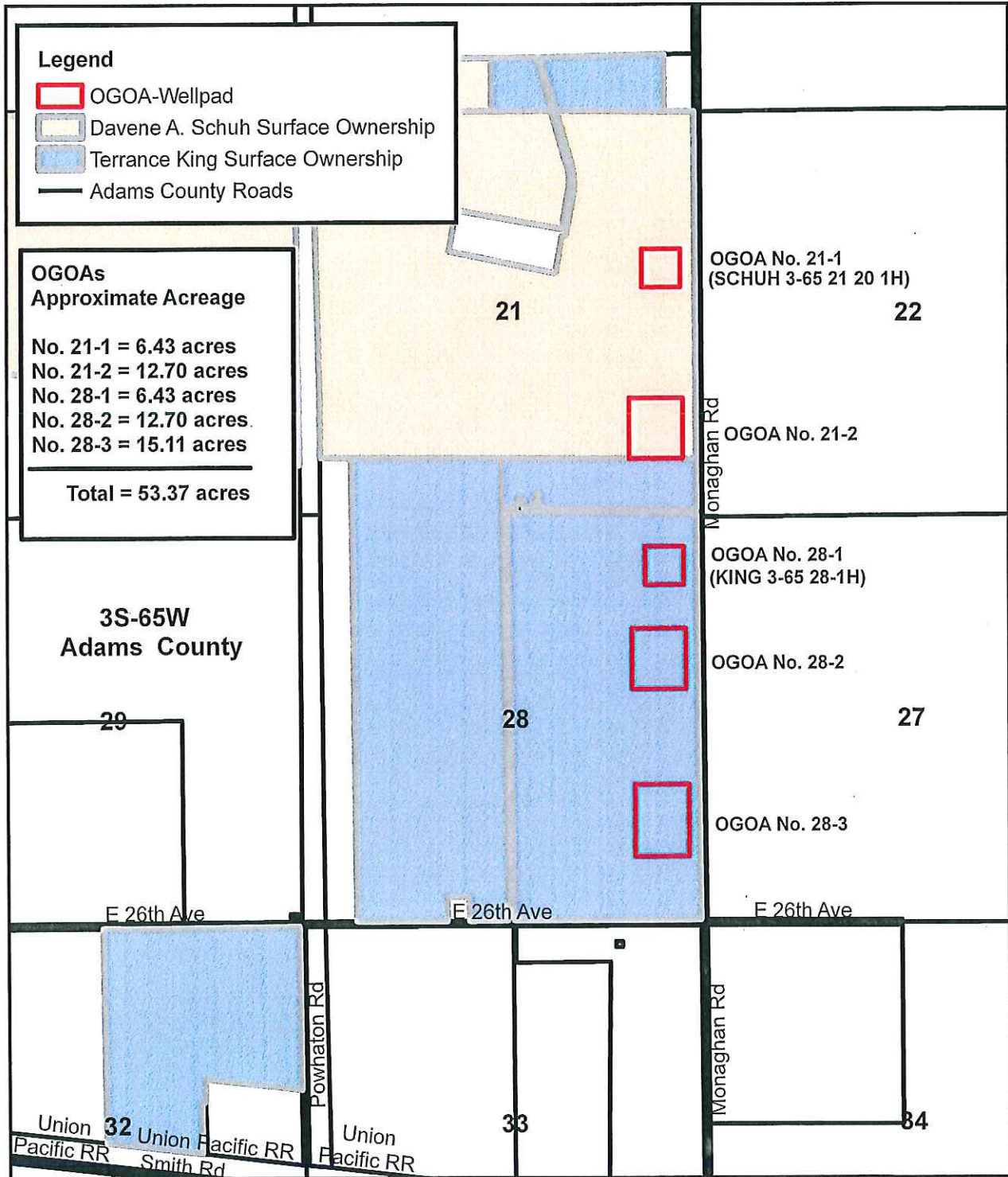
line, South 00°16'13" East 3425.59 Feet; Thence, South 89°45'29" West a distance of 1043.96 feet to the Westerly line of the Southwest Quarter of said section 20; Thence, along the Westerly line of said Southwest Quarter, North 00°22'55" West 775.03 feet to the West Quarter corner of said Section 20; Thence, along the Westerly line of said Northwest Quarter, North 00°20'38" West 2657.11 feet to the POINT OF BEGINNING. Containing 82.386 ACRES (3,588,709 SQ. FT.), more or less.

Section 21: A parcel of land located in Section 21, Township 3 South, Range 65 West of the 6th Principal Meridian, except the Westerly 210.00 feet and the Easterly 30.00 feet of said Section 21, Adams County, Colorado, being more particularly described as follows: COMMENCING at the Southeast Corner of said Section 21, whence the East Quarter Corner of said Section 21 bears North 00°11'03" West a distance of 2649.52 feet; Thence North 00°11'03" East along the Easterly line of the Southeast Quarter of said Section 21 a distance of 744.39 feet; Thence North 89°18'30" West a distance of 30.00 feet to the POINT OF BEGINNING; Thence North 89°18'30" West a distance of 5044.28 feet; Thence North 00°00'30" East along the Easterly line of a parcel of land deeded to Public Service Company of Colorado in Book 798 at Page 210 in Adams County Clerk and Recorder's Office a distance of 4506.44 feet; Thence South 89°51'22" East along the Northerly line of said Section 21 a distance of 3147.61 feet; Thence the following eleven (11) courses along the boundaries of two parcels of land described in Book 3811, Page 286, Reception No. B01020168, recorded August 29, 1991 in the Adams County Clerk and Recorder's Office;

1. South 14°51'22" East tangent with the following described curve a distance of 676.29 feet;
2. Thence along the arc of a curve to the right having a central angle of 25°00'00", a radius of 970.00 feet, a chord bearing of South 02°21'22" East a distance of 419.89 feet and the arc distance of 423.24 feet;
3. Thence South 10°08'38" West tangent with the last described curve a distance of 508.30 feet;
4. Thence North 79°51'22" West a distance of 1448.37 feet;
5. Thence South 11°08'38" West a distance of 600.00 feet;
6. Thence South 79°51'22" East a distance of 1448.37 feet;
7. Thence North 10°08'38" East a distance of 550.00 feet;
8. Thence South 79°51'22" East a distance of 60.00 feet;
9. Thence North 10°08'38" East tangent with the following described curve a distance of 558.31 feet;
10. Thence along the arc of a curve to the left having a central angle of 25°00'00", a radius of 1030.00 feet, a chord bearing of North 02°21'22" West a distance of 445.87 feet and an arc distance of 449.42 feet;
11. Thence North 14°51'22" West a distance of 660.21 feet;

Exhibit B

King-Schuh Sec.s 21 & 28, 3S-65W



1:24,000

0 0.25 0.5 Miles

