

FIRST AMENDMENT TO SURFACE USE AND COMPENSATION AGREEMENT

THIS FIRST AMENDMENT TO THE SURFACE USE AND COMPENSATION AGREEMENT (this "Amendment") is entered into as of August 2, 2018 (the "Effective Date"), by and between **Western Transport, LLC, Colorado Maverick Company, LLC, and Tree Top, LP** (together with its successors and assigns "Grantor"), and **Burlington Resources Oil & Gas Company LP**, a Delaware limited partnership, with offices at P.O. Box 7500, Bartlesville OK 74004 (together with its successors and assigns the "Grantee"); and collectively, are hereinafter referred to as the "Parties".

WITNESSETH:

A. WHEREAS, the Parties entered into that certain Surface Use and Compensation Agreement ("Agreement"), dated January 30, 2018 and recorded at reception number 2018000010896 in the official records of Adams County, Colorado, and

B. WHEREAS, Grantor and Grantee desire to amend that Agreement as more particularly set forth below.

AMENDMENT

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Exhibit A and Exhibit B are deleted in their entirety.
2. The Parties agree to insert new versions of Exhibit A and Exhibit B as attached hereto and to be incorporated into the Agreement.
3. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts will constitute one agreement.
4. Miscellaneous. The Parties have read this Amendment and on the advice of counsel have freely and voluntarily entered into this Amendment. This Amendment is binding upon and will inure to the benefit of the Parties and their respective successors and assigns.

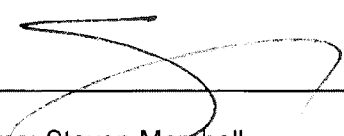
Signatures on next page

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the Effective Date.

GRANTOR:

WESTERN TRANSPORT, LLC, a Delaware limited liability company

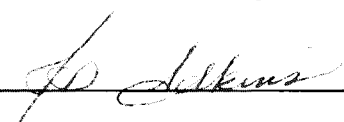
By: Western Land Company, LLC, a Delaware limited liability company
Its: Manager

By: 
Name: Steven Marshall
Title: Manager
Date: 7/16/18

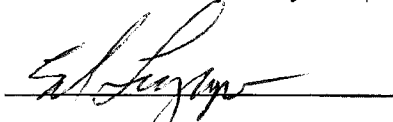

GRANTEE:

Burlington Resources Oil & Gas Company LP

By: BROG GP LLC, its sole general partner

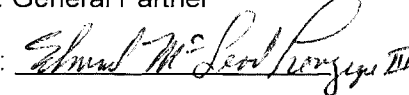
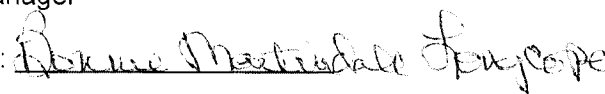
By: 
Printed Name: J.D. Adkins
Title: Attorney-in-Fact
Date: Aug 2, 2018

COLORADO MAVERICK COMPANY, LLC, a Texas limited liability company

By: 
Name: Ed Longcope
Its: Member
By: 
Name: Bonnie Longcope
Its: Member
Date: 7/20/18

TREE TOP LP, a Texas limited partnership

By: North Fork LLC, a Texas limited liability
Its: General Partner

By: 
Name: Edmund McLeod Longcope III,
Manager
By: 
Name: Bonnie Martindale Longcope,
Manager
Date: 7/20/18

ACKNOWLEDGMENTS

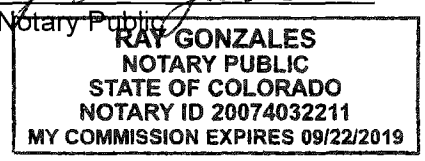
State of Colorado }
County of Denver }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Steven Marshall, whose name as manager of **WESTERN TRANSPORT, LLC**, a Delaware limited liability company by Western Land Company, LLC, a Delaware limited liability company is signed to the foregoing First Amendment to 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 he, as authorized agent and with full authority, executed the same voluntarily and as the act of said Limited Liability Corporation.

Given under my hand and official seal, this the 16th day of July, 20 18.

Ray Gonzales
Notary Public

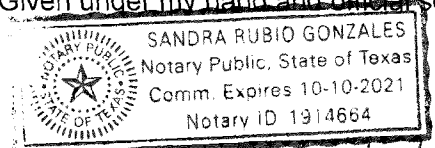
My Commission Expires 09/22/2019



State of Texas }
County of Hays }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ed Longcope, whose name as member of **COLORADO MAVERICK COMPANY, LLC**, a Texas limited liability company is signed to the foregoing First Amendment to 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 he, as authorized agent and with full authority, executed the same voluntarily and as the act of said Limited Liability Corporation.

Given under my hand and official seal, this the 20 day of July, 2018.



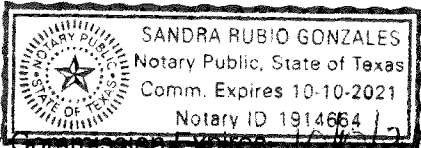
Sandra Rubio Gonzales
Notary Public

My Commission Expires 10/10/21

State of Texas }
County of Hays }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bonnie Longcope, whose name as member of **COLORADO MAVERICK COMPANY, LLC**, a Texas limited liability company is signed to the foregoing First Amendment to 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 he, as authorized agent and with full authority, executed the same voluntarily and as the act of said Limited Liability Corporation.

Given under my hand and official seal, this the 20 day of July, 2018.



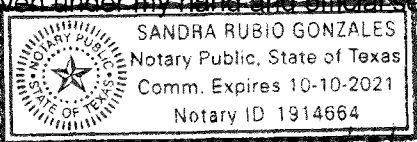
Sandra Rubio Gonzales
Notary Public

My Commission Expires 10/10/21

State of Texas }
County of Hays }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Edmund McLeod Longcope III, whose name as manager of **TREE TOP LP**, a Texas limited partnership by North Fork LLC, a Texas limited liability Its General Partner is signed to the foregoing First Amendment to 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 he, as authorized agent and with full authority, executed the same voluntarily and as the act of said Limited Liability Corporation.

Given under my hand and official seal, this the 20 day of July, 2018.



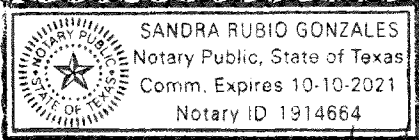
Sandra Rubio Gonzales
Notary Public

My Commission Expires 10/10/21

State of Texas }
County of Hays }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bonnie Martindale, whose name as manager of **TREE TOP LP**, a Texas limited partnership by North Fork LLC, a Texas limited liability Its General Partner is signed to the foregoing First Amendment to 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 he, as authorized agent and with full authority, executed the same voluntarily and as the act of said Limited Liability Corporation.

Given under my hand and official seal, this the 20 day of July, 2018.



Sandra Rubio Gonzales
Notary Public

My Commission Expires 10/10/21

State of Texas }
County of Harris }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J.D. Adkins, whose name as **Attorney In Fact of BROG GP LLC, as sole general partner of Burlington Resources Oil & Gas Company LP** is signed to the foregoing First Amendment to 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 company as the sole general partner of said limited partnership.

Given under my hand and official seal, this the 2 day of August, 2018.

Tympenia Mccoey
Notary Public

My Commission Expires 3.19.2021

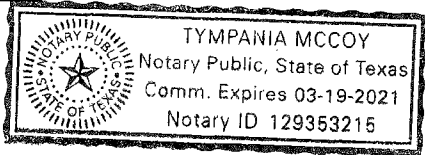


Exhibit A

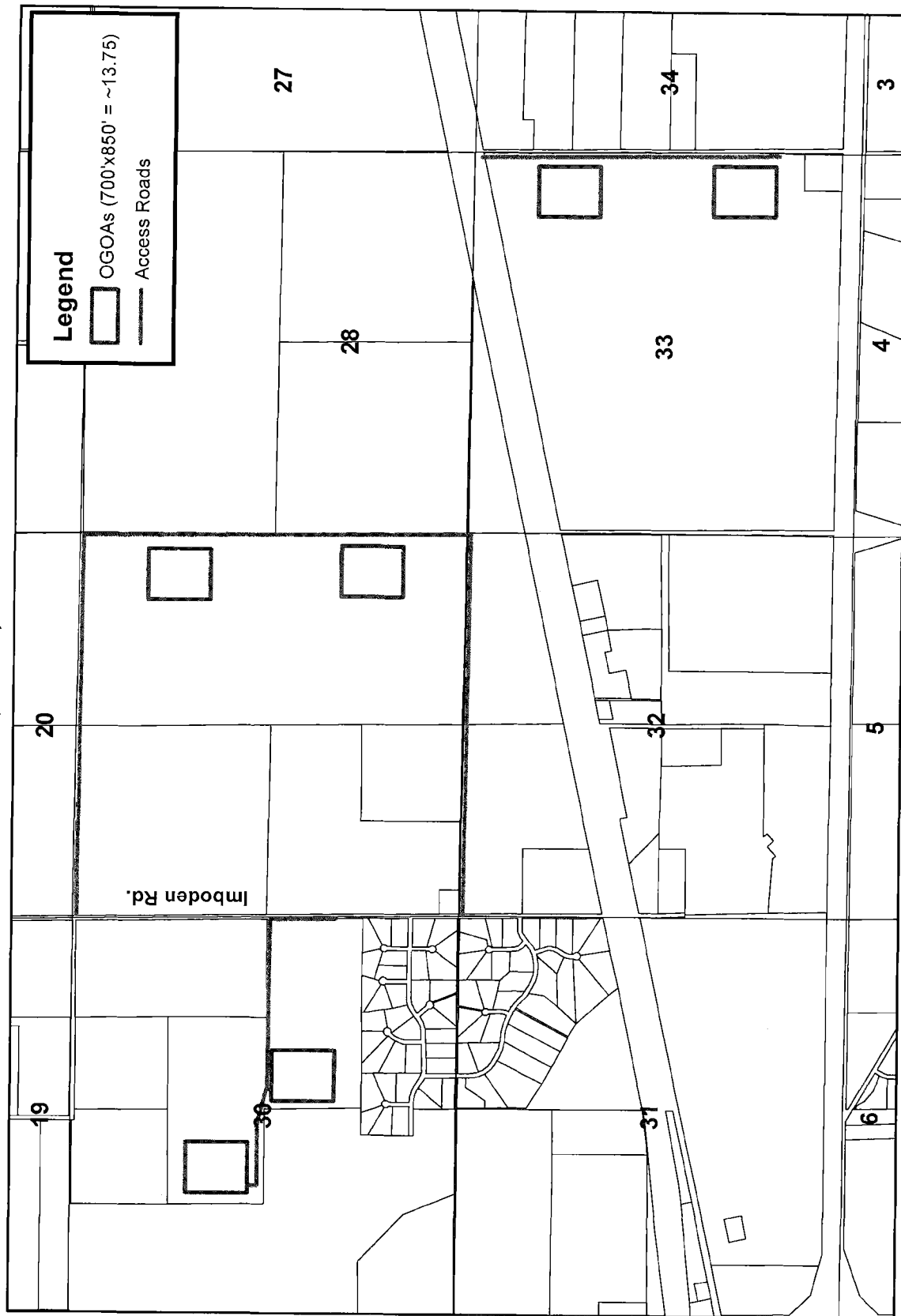
Attached to and made a part of that certain
Surface Use and Compensation Agreement
dated ____, 2018
by and between
Western Transport LLC, Tree Top LP, and
Colorado Maverick Company, LLC and
Burlington Resources Oil & Gas Company LP

Property

Township 3 South Range 64 West, Adams County, CO, 6th P.M.

Section 29: E/2E/2
Section 30: SE/4NW/4, NW/4SE/4
Section 33: ALL, less RR ROW

Exhibit B
Sec. 29, 30, & 33, 3S-64W



This drawing is based on preliminary data, to be verified by survey prior to construction.