

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT (“Agreement”) is entered into by and between Terry L. Wiedeman and Janice L. Wiedeman (“Owner”), whose address is 13434 WCR 42, Platteville, CO 80645, the owner of the surface estate described below (the “Property”), and PDC Energy, Inc. (“Company”), whose address is 1775 Sherman Street, Suite 3000, Denver, CO 80203 (individually a “Party,” together “the Parties”) with respect to the following described lands and well(s):

Legal Location: Township 4 North, Range 66 West, 6th P.M.
Section 28: W/2NW/4
Weld County, Colorado

Well name: **Wiedeman 28E-202, 28E-234, 28E-404, 28E-432,**
 28F-202, 28F-214, 28F-234, 28F-304,
 28F-312, 28F-314, 28F-412, 28F-432,
 28G-212, 28G-214, 28G-312, 28G-314

RECITALS

WHEREAS, Company owns the leasehold right to access the Property and use so much of the surface as is reasonably necessary to explore for and produce oil and gas from the leased premises; and,

WHEREAS, Company and Owner desire to enter into this Agreement as a supplement to, but not in derogation of, Company’s leasehold rights, including the right to drill future wells in addition to any well enumerated herein;

RELEASE & CONVEYANCE

Except as provided below in Additional Covenants 2, 3 and 7, Owner hereby releases and discharges Company, its agents, employees, contractors and licensees from and against any and all claims by Owner for damages, of whatsoever nature and character, including, but not limited to, diminution in value of the Property, arising from, incident to, or in connection with Company’s oil and gas operations (“the Operations”) on the Property, so long as such Operations are conducted in accordance with this Agreement.

AND,

Owner hereby grants, demises and conveys such easements and rights-of-way on and across the Property as may be convenient for the Operations. Company shall have the right to drill and operate wells (“Wells”) and any associated access roads, production facilities, pipelines, and Modular Large Volume Storage Tanks (“MLVTs”), and to conduct its Operations anywhere within the Oil and Gas Operations Area (“OGO”) and easements shown on Exhibit A, attached hereto

in this Agreement, the parties agree to enter into a separate mutually agreeable surface agreement for such expanded use, which agreement shall not be unreasonably withheld.

12. This Agreement shall be subject to, and construed under, the laws of the State of Colorado, without regard to its conflict of law provisions, and jurisdiction and venue shall be solely in the courts of the State of Colorado, subject to the right of either Party to remove a matter to federal court.

13. Each of the undersigned principals of the Parties represents and warrants that such person has the requisite corporate or legal authority to bind the respective Parties to this Agreement.

14. Company may, at its discretion, change the well name of any well drilled upon the Property in accordance with the rules and regulations of the COGCC. Company may provide Owner with a Sundry Notice regarding any well name change. Once Owner is provided with a Sundry Notice, the well name provision contained herein shall be considered amended in accordance with the revised well name. Any final determination of well names may be found at the records of the COGCC.

15. Concerning any matter relating to the Operations, Owner may contact:

Operator: PDC Energy, Inc.
Person to Contact: Josh Wagner
Address: 1775 Sherman Street, Suite 3000
Denver, CO 80203
Phone Number: 303-860-5800
Fax: 303-860-5838
Email Address: Josh.Wagner@pdce.com

Toll Free 24-Hour Emergency Phone Number: 1-877-350-0169

16. This Agreement shall extend to, bind and inure to the benefit of, Owner and Company, and their respective heirs, personal representatives, successors and assigns. The rights and obligations contained herein shall constitute covenants running with the Property.

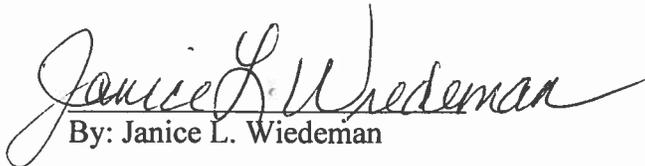
17. This Agreement shall become effective upon execution, which may be by counterparts, each of which shall constitute one and the same document, and shall remain in full force and effect until Company's leasehold estate expires or is terminated, and Company has plugged and abandoned the Wells and conducted reclamation in accordance with applicable COGCC rules and regulations, except that any release, discharge or indemnity from and against liability contained herein shall survive the expiration of this Agreement. An electronic copy of a Party's original signature shall be considered valid, binding and enforceable.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 10 day of Sept, 2014.

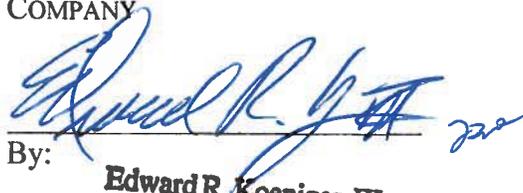
OWNER:


By: Terry L. Wiedeman

OWNER:


By: Janice L. Wiedeman

COMPANY

A handwritten signature in blue ink, appearing to read "Edward R. Koeniger, III", written over a horizontal line.

By:

Edward R. Koeniger, III
Land Manager-Western U.S.