

Return to:  
PetroShare Corp.  
9635 Maroon Circle, Suite 400  
Englewood, CO 80112

## **MEMORANDUM OF SURFACE USE AGREEMENT**

THIS MEMORANDUM of Surface Use Agreement, is by and between **Brighton Lakes LLC**, 200 W. Hampden Ave., Suite 201, Englewood, CO 80110, ("Owner") and **PetroShare Corp.**, whose mailing address is 9635 Maroon Circle, Suite 400, Englewood, CO 80112, as ("Operator"):

WITNESSETH: That Owner, for a valuable consideration and in consideration of the covenants of the Operator set forth in that certain Surface Use Agreement ("SUA") dated February 1, 2017, but effective for all purposes on February 1, 2017, by and between the parties hereto, hereby grants Operator, its employees, contractors, representatives and agents, a non-exclusive right to enter upon and use a limited portion of the Owner's Lands for the purpose of conducting oil and gas operations, including but not limited to exploring, drilling, completing, producing, maintaining, repairing, operating and plugging and abandonment of oil and gas wells to produce, save, treat, process, store and transport oil and gas and other products produced with or derived from oil and gas produced from Owner's Lands, situated in the County of **Adams**, State of **Colorado**, described as follows to-wit:

**Township 1 South, Range 66 West**  
Section 20: SE/4SW/4

and containing a portion of land in the SE/4 of the SW/4 Section 20 Township 1S, Range 66W, 6<sup>th</sup> P.M., Adams County, Colorado as depicted on Exhibit A attached hereto, hereinafter referred to as the ("Owner's Lands").

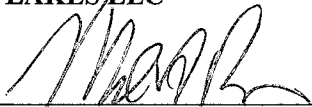
With the exception of seismic operations, underground wellbores, underground power lines, flow lines and other pipelines, all surface activity on Owner's Lands will take place on Surface Location 1 as depicted on Exhibit "A", attached hereto and incorporated herein by this reference, insofar as said surface activity directly relates to Operator's drilling and operation of oil and gas wells subject to drilling and spacing units wholly contained within the E/2 of Section 17, and the E/2 of Section 20, T1S, R66W, 6th P.M.

This SUA and Operator's rights and obligations hereunder will terminate upon the last to occur of: (a) termination of Operator's, its successors or assigns, operations on the Owner's Lands, whichever is the last to occur; or (b) complete reclamation and restoration of the surface according to the standards prescribed herein and as required by local, state or federal rules, regulations and statutes as well as approval of such reclamation by local, state and federal authorities which have jurisdiction over such reclamation.

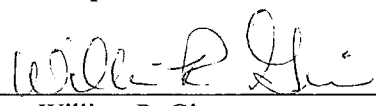
Reference is hereby made to executed copies of said Surface Use Agreement in possession of Owner and Operator, respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Surface Use Agreement to be entered into this 1<sup>st</sup> day of February, 2017.

**LESSOR:**  
**BRIGHTON LAKES LLC**

By:   
Name: Michael A. Richardson  
Title: Manager of MGR, LLC, a Colorado limited liability  
company, as Manager of Brighton Lakes LLC, a  
Colorado limited liability company

**LESSEE:**  
**PetroShare Corp.**

By:   
Name: William R. Givan  
Title: Vice President Land

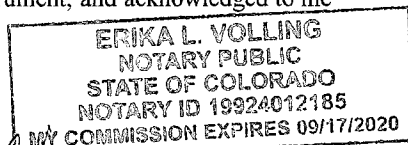
**ACKNOWLEDGEMENTS**

STATE OF COLORADO }  
COUNTY OF Arapahoe } SS

On this 1<sup>st</sup> day of February, 2017, before me personally appeared Michael Richardson, as Manager of MGR, LLC, a Colorado limited liability company, the manager of Brighton Lakes, LLC, a Colorado limited liability company, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of Brighton Lakes, LLC.

Witness my hand and official seal.

My Commission Expires 9.17.20

  
Erika L. Volling

Notary Public

STATE OF COLORADO }  
COUNTY OF Arapahoe } SS

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of February, 2017 by William R. Givan, Vice President Land of PetroShare Corp., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

My Commission Expires 9.17.20

Erika L. Volling  
Notary Public

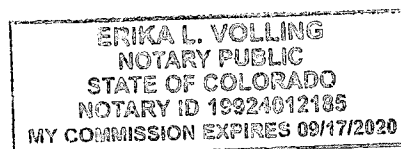


Exhibit A

