

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement") is entered into by and between David W. Bolton and Sherry Bolton ("Owner"), whose address is 16245 CR 3, Berthoud, CO 80513, 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 3 North, Range 68 West, 6th P.M.
Section 7: SE/4SE/4

Weld County, Colorado

Well name: Bolton 7Y-404, Bolton 7Y-214, Bolton 7X-434,
Bolton 7X-304

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 ("OGOA") and easements shown on Exhibit A, attached hereto and incorporated herein, including directional and horizontal wells that produce from and

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. 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

15. 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.

16. 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 11th day of July, 2014.
OWNER:

David W. Bolton
By: David W. Bolton

Sherry Bolton
By: Sherry Bolton

COMPANY: PDC ENERGY, INC.

By: O.F. Baldwin II
Title: Vice President Land

AMENDMENT TO SURFACE DAMAGE AGREEMENT

THIS AMENDMENT is dated this 26th day of Sept, 2014, by and between David W. Bolton and Sherry Bolton ("Owner") whose address is 16245 CR 3, Berthoud, CO 80513 and PDC Energy Inc. ("Company"), whose address is 1775 Sherman Street, Suite 3000, Denver, CO 80203 (individually, a "Party;" together, "the Parties"). This Amendment modifies certain specific provisions of the Agreement (defined below) previously executed by the parties.

RECITALS

A. **WHEREAS**, The Parties entered into that certain Surface Damage Agreement dated July 26, 2013, ("Agreement") which provides for compatible development of Company's oil and gas leasehold estate and Owner's surface estate.

B. **WHEREAS**, The Parties desire to amend the Wells to be drilled and operated under the Agreement. The Wells covered by the Agreement shall hereby be amended to be the **Bolton 7Y-404, Bolton 7Y-214, Bolton 7X-434, Bolton 7X-304, Bolton 7X-404, Bolton 7X-214, Bolton 7W-434 and Bolton 7W-304.**

NOW THEREFORE, in consideration of the covenants and mutual promises set forth herein, including the information set forth in the above recitals, the Parties agree, only insofar as they own an interest in the Property, as follows:

1. Replacement of Exhibit A. The Parties hereby agree that Exhibit A-1 attached and made a part hereto shall replace and supersede Exhibit A to the Agreement.
2. Replacement and Modification of the Wells. The Parties hereby agree that Wells defined above and made a part hereto shall replace and supersede the Wells as described in the Agreement. This modification includes a depiction of the location of the wells, facilities and access road(s).
4. This Amendment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instruments.
5. This Amendment shall be recorded with the Clerk and Recorder of Weld County, Colorado.
6. This Amendment and the Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, personal representatives and assigns.

