

**SURFACE AND SUBSURFACE USE AGREEMENT
(CHEVRON PC5A WELL PAD)**

This **SURFACE AND SUBSURFACE USE AGREEMENT** ("Agreement") is made effective as of 28 April 2016 ("Effective Date"), between **CHEVRON U.S.A. INC.**, a Pennsylvania corporation, with offices at 1400 Smith Street, Houston, Texas 77002, ("Surface Owner") and **CAERUS PICEANCE LLC**, a Colorado limited liability company, with a mailing address at 1001 17th Street, Suite 1600, Denver, Colorado 80202 ("Operator"). Surface Owner and Operator may also be referred to individually as "Party" and collectively as "Parties."

RECITALS

- A. Surface Owner owns the Land.
- B. Surface Owner desires, and Operator is willing, to enter into this Agreement that governs Surface Owner's license to Operator of non-exclusive use of the Land from and after the Effective Date.

AGREEMENT

22.7 **Counterparts.** This Agreement can be executed in counterparts, each of which is deemed an original of this Agreement, and which together constitutes one and the same instrument. When executed in counterparts, no Party is bound to this Agreement until all Parties have executed and delivered to each of the other Parties an executed counterpart.

The Parties have executed this Agreement in duplicate as evidenced by the following signatures of authorized representatives of the Parties:

SURFACE OWNER:
CHEVRON U.S.A. INC.

OPERATOR:
CAERUS PICEANCE LLC

Signature:



Signature:

Name: LW Parker

Name: _____

Title: Attorney-in-Fact

Title: _____

ADDRESS FOR NOTICES:

1400 Smith Street
Houston, Texas 77002
Attention: Piceance Land Team Lead

ADDRESS FOR NOTICES:

1001 17th Street, Suite 1600
Denver, CO 80202
Attention: Aubree Besant, Lead Landman

Ranch Manager: Craig Tysse, (970) 285-9722

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OPERATOR:
CAERUS PICEANCE LLC

Signature:

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Name: _____

Name: _____

Title: Attorney-in-Fact

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**EXHIBIT A – LIST OF WELLS
CHEVRON PC5A WELL PAD**

Attached to and made a part of that certain Surface Use Agreement dated 28 April 2016, by and between Chevron U.S.A. Inc., as Surface Owner, and Caerus Piceance LLC, as Operator.

PAD NAME	WELL NAME	TWN	RNG	SEC	DESC.	COUNTY	STATE
Chevron PC5A	Chevron #11A-17	6S	96W	17	NENWNW	Garfield	CO
Chevron PC5A	Chevron #11C-17	6S	96W	17	SENWNW	Garfield	CO
Chevron PC5A	Chevron #11D-17	6S	96W	17	SENWNW	Garfield	CO
Chevron PC5A	Chevron #12A-17	6S	96W	17	NESWNW	Garfield	CO
Chevron PC5A	Chevron #21B-17	6S	96W	17	NWNENW	Garfield	CO
Chevron PC5A	Chevron #21C-17	6S	96W	17	SWNENW	Garfield	CO
Chevron PC5A	Chevron #21D-17	6S	96W	17	SENENW	Garfield	CO
Chevron PC5A	Chevron #21E-17	6S	96W	17	NESENW	Garfield	CO
Chevron PC5A	Chevron #22B-17	6S	96W	17	SESENW	Garfield	CO
Chevron PC5A	Chevron #22E-17	6S	96W	17	SESENW	Garfield	CO

END OF EXHIBIT A

EXHIBIT C – DESCRIPTION OF THE LAND AND SPECIFICATIONS FOR ALLOWED PADS, ACCESS ROADS, PIPELINES, AND FACILITIES

Attached to and made a part of that certain Surface Use Agreement dated 28 April 2016, by and between Chevron U.S.A. Inc., as Surface Owner, and Caerus Piceance LLC, as Operator.

