

CORRECTION OF

ASSIGNMENT OF OIL AND GAS LEASES

This **CORRECTION OF ASSIGNMENT OF OIL AND GAS LEASES** is filed to correct and replace that certain **ASSIGNMENT OF OIL AND GAS LEASES DATED April 14, 2016**, the same being recorded at Reception No. 4196432, records of Weld County, Colorado.

STATE OF COLORADO)
COUNTY OF WELD)

This Assignment of Oil and Gas Leases ("**Assignment**"), is made and entered into this day of _____, 2016, by and between **FRANCIS HOLDING, LLC**, a foreign limited liability company ("**MN**") and **Paul E. Mendell** ("**Mendell**") collectively ("**Assignor**") and **PDC Energy, Inc.**, a Delaware corporation ("**PDC**") ("**Assignee**"). Assignor and Assignee are each a "**Party**" and collectively the "**Parties**."

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor grants, bargains, sells, conveys, assigns, transfers and delivers unto Assignee, its successors and assigns, subject to the reservations, exceptions, terms, covenants and conditions below stated. All of Assignor's right, title and interest in and to the following (collectively, the "**Assets**"):

1. All oil and gas leases specifically described in **Exhibit A**, together with all extensions, renewals, top leases, ratifications, amendments thereof (the "**Leases**"), and all working interests, net revenue interests, operating interests, carried interests, net profits interests, overriding royalty interests, and other rights and interests therein, and the lands covered by the Leases, or pooled or unitized therewith (the "**Lands**");

2. All oil, gas and all other hydrocarbons, whether liquid or gaseous, in, on or under the Lands (the "**Hydrocarbons**");

3. All unitization agreements, declarations, orders, and the units and rights created thereby, pertaining to the Leases or Lands;

4. All easements, rights-of-way, servitudes, surface leases, surface use agreements, water well agreements and other rights or agreements related to the use of the surface and subsurface of the Leases or Lands;

5. All permits for horizontal development, rights and privileges pertaining to the Leases or Lands;

6. All contracts and agreements pertaining to the Leases or Lands; and

7. All copies of the files and records pertaining to the Leases or Lands, including, without limitation, lease records, contract records, title opinions and memoranda, and title curative documents).

ID: 4220391County: WELD pg 1/14Date: 7/19/2016 Time: 4:01 PMCORRECTION OFASSIGNMENT OF OIL AND GAS LEASES

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STATE OF COLORADO)
COUNTY OF WELD)

This Assignment of Oil and Gas Leases ("**Assignment**"), is made and entered into this 14th day of April, 2016 (the "Execution Date") by and between Mendell Niobrara, LLC, a foreign limited liability company ("**MN**") and Paul E. Mendell ("**Mendell**") collectively ("**Assignor**") and PDC Energy, Inc., a Delaware corporation ("**PDC**"), ("**Assignee**"). Assignor and Assignee are each a "**Party**" and collectively the "**Parties**."

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor grants, bargains, sells, conveys, assigns, transfers and delivers unto Assignee, its successors and assigns, subject to the reservations, exceptions, terms, covenants and conditions below stated. All of Assignor's right, title and interest in and to the following (collectively, the "**Assets**"):

(a) The oil and gas leases specifically described in **Exhibit A**, together with all extensions, renewals, top leases, ratifications, or amendments thereof (the "**Leases**"), and all working interests, net revenue interests, operating rights, forced pooled interests, reversionary interests, carried interests, net profits interests, overriding royalty interests, and other rights and interests therein, and the lands covered by the Leases, or pooled or unitized therewith (the "**Lands**");

(b) The oil, gas and all other hydrocarbons, whether liquid or gaseous, in, on or under or that may be produced, pursuant the Leases or Lands (the "**Hydrocarbons**");

(c) The unitization, pooling and communitization agreements, declarations, orders, and the units and rights created thereby, pertaining to the Leases or Lands;

(d) the easements, rights-of-way, servitudes, surface leases, surface use agreements, water well agreements and other rights or agreements related to the use of the surface and subsurface of the Leases or Lands;

(e) all permits for horizontal development, consents, approvals and other similar rights and privileges pertaining to the Leases or Lands;

(f) all contracts and agreements pertaining to the Leases or Lands; and

(g) copies of the files and records pertaining to the Leases or Lands, including, without limitation, lease records, contract records, and title records (including abstracts of title, title opinions and memoranda, and title curative documents).

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject to the following terms and conditions.

A. Excluded Property. Notwithstanding anything to the contrary herein, the Assets shall not include, and there is hereby excluded from the Assets and reserved by Assignor, all of Assignor's right, title and interest in and to the following:

(1) the wellbores of the wells described on Exhibit B (the "**Excluded Wells**"), together with all personal property, fixtures, equipment and facilities associated therewith;

(2) the Hydrocarbons produced and saved from the Excluded Wells;

(3) the Leases and Lands, insofar and only insofar as to the wellbores of the Excluded Wells;

(4) joint and concurrent rights to the properties and interests described in subsections (c) through (f) above, insofar and only insofar as to the wellbores of the Excluded Wells or as necessary for Assignor to continue to access, operate and produce Hydrocarbons from the Excluded Wells; and

(5) (i) originals of the files and records pertaining to the Leases or Lands, and (ii) the files and records pertaining solely to the Excluded Wells.

(6) the Fike SUA entered into 8/16/2012, by and between Marshal Quinter Fike and Suzette Fulton-Fike and Pico Niobrara, LLC.

B. Reservation of ORRI. Further notwithstanding anything to the contrary herein, the Assets shall not include, and there is hereby excluded from the Assets and reserved by Mendell, a one-half percent (0.5%) overriding royalty interest in the Leases (the "**ORRI**"), subject to the following terms and conditions:

(1) If Assignor owns less than 100% of the working interest in a Lease, or in the event a Lease covers less than the full fee mineral estate in the Lands covered by such Lease, the ORRI shall be reduced proportionately with respect to Assignor's working interest in such Lease or the partial fee mineral interest covered by such Lease.

(2) The ORRI shall bear its proportionate share of all applicable taxes and those post-production costs, including all costs to market Hydrocarbons from the wellhead to the point of sale, including without limitation, costs of gathering, transportation, processing, dehydration, treating, compressing, fuel use and shrinkage; and

(3) Assignee may voluntarily pool, communitize, or unitize the ORRI with other leases and lands.

(4) For the avoidance of doubt, only Mendell is reserving the Mendell ORRI, not MN.

C. Special Warranty of Title. Assignor agrees to warrant and forever defend title to the Assets unto Assignee against the claims and demands of all persons claiming, or to claim the same, or any part thereof, by, through, or under Assignor, but not otherwise.

D. Subrogation. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties, and covenants given with respect to the Assets. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations, and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.

E. Successors and Assigns. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns, and all obligations shall be a covenant running with the land.

F. Entire Agreement. This Assignment and that certain Lease Exchange Agreement dated April 14, 2016, by and between PDC Energy, Inc., MN, and Mendell (the "***Exchange Agreement***"), supersede all other prior written or oral agreements regarding the assignment of the Leases or the subject matter contained herein. This Assignment is subject to the terms and conditions of the Exchange Agreement. In the event of a conflict between the terms and conditions of this Assignment, and those of the Exchange Agreement, the terms and conditions of the Exchange Agreement shall control.

G. Further Assurances. Each Party, at the request of the other Party and without additional consideration, shall execute and deliver to the requesting Party all such further assignments, deeds, agreements, contracts, instruments and other documents as the requesting Party may reasonably request in order to perform, accomplish, perfect or record, if reasonably necessary, the assignment and conveyance to Assignee of the Assets acquired by Assignee hereunder as contemplated by this Assignment, to otherwise carry out the intention of this Assignment.

H. Governing Law. This Assignment and the legal relations between the Parties shall be governed and construed in accordance with the laws of the State of Colorado, without regard to principles of conflicts of laws that would direct the application of the laws of another jurisdiction.


I. Counterparts. This Assignment may be executed by the Parties in any number of counterparts, each of which shall be deemed an original instrument for all purposes and all of which together shall constitute one agreement.

[signature and acknowledgement page follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date of acknowledgment, but this Assignment shall be effective as of the date first set forth above

ASSIGNOR

MENDELL NIOBRARA, LLC (MN)

By: 
Name: Max Webb
Title: Manager

PAUL E. MENDELL (MENDELL)

By: _____
Name: Paul E. Mendell

ASSIGNEE

PDC ENERGY, INC.

By: _____
Name: O.F. Baldwin, II
Title: Vice President- Land

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date of acknowledgment, but this Assignment shall be effective as of the date first set forth above

ASSIGNOR

MENDELL NIOBRARA, LLC (MN)

By: _____
Name: Max Webb
Title: Manager

PAUL E. MENDELL (MENDELL)

By:  _____
Name: Paul E. Mendell

ASSIGNEE

PDC ENERGY, INC.

By: _____
Name: O.F. Baldwin, II
Title: Vice President- Land

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IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date of acknowledgment, but this Assignment shall be effective as of the date first set forth above

ASSIGNOR

MENDELL NIOBRARA, LLC (MN)


By: _____
Name: Max Webb
Title: Manager

PAUL E. MENDELL (MENDELL)

By: _____
Name: Paul E. Mendell

ASSIGNEE

PDC ENERGY, INC.

By:  _____ gm
Name: O.F. Baldwin, II
Title: Vice President- Land

ACKNOWLEDGEMENTS

STATE OF COLORADO)
CITY AND) ss
COUNTY OF DENVER)

This instrument was acknowledged before me this ____ day of _____, 2016, by Paul E. Mendell, as an individual.

Notary Public

My Commission Expires: _____

~~STATE OF COLORADO)
CITY AND) ss
COUNTY OF DENVER)~~

~~This instrument was acknowledged before me this ____ day of _____, 2016, by Max Webb, as Manager of Mendell Niobrara LLC.~~

(Please see attached
"CALIFORNIA ALL-PURPOSE
ACKNOWLEDGMENT" form)

~~_____
Notary Public~~

~~My Commission Expires: _____~~

STATE OF COLORADO)
CITY AND) ss
COUNTY OF DENVER)

This instrument was acknowledged before me this ____ day of _____, 2016, by O.F. Baldwin, II, as Vice President Land, of PDC Energy, Inc.

Notary Public

My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN DIEGO)

On 01 JUL 2016 before me, P.A. PULLARA, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared MAX WEBB
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document (Correction of Assignment of Oil and Gas Leases)

Title or Type of Document: Paul Mendell, PDC Energy, et.al Document Date: 14 APR 2016
Number of Pages: -9- Signer(s) Other Than Named Above: None.

Capacity(ies) Claimed by Signer(s)

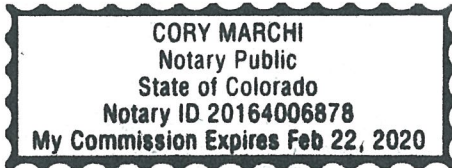
Signer's Name: Max Webb
☒ Corporate Officer — Title(s): Manager
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Mendell Niobrara, LLC
(with Paul E. Mendell)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

ACKNOWLEDGEMENTS

STATE OF COLORADO)
CITY AND) ss
COUNTY OF DENVER)

This instrument was acknowledged before me this 12 day of July, 2016, by Paul E. Mendell, as an individual.



Cory Marchi
Notary Public

My Commission Expires: Feb. 22, 2020

STATE OF COLORADO)
CITY AND) ss
COUNTY OF DENVER)

This instrument was acknowledged before me this ____ day of _____, 2016, by Max Webb, as Manager of Mendell Niobrara LLC.

Notary Public

My Commission Expires: _____

STATE OF COLORADO)
CITY AND) ss
COUNTY OF DENVER)

This instrument was acknowledged before me this ____ day of _____, 2016, by O.F. Baldwin, II, as Vice President Land, of PDC Energy, Inc.

Notary Public

My Commission Expires: _____

ACKNOWLEDGEMENTS

STATE OF COLORADO)
CITY AND) ss
COUNTY OF DENVER)

This instrument was acknowledged before me this ____ day of _____, 2016, by Paul E. Mendell, as an individual.

Notary Public

My Commission Expires: _____

STATE OF COLORADO)
CITY AND) ss
COUNTY OF DENVER)

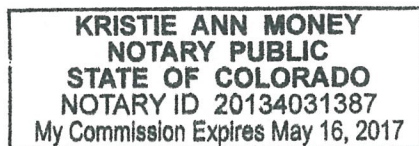
This instrument was acknowledged before me this ____ day of _____, 2016, by Max Webb, as Manager of Mendell Niobrara LLC.

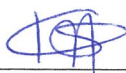
Notary Public

My Commission Expires: _____

STATE OF COLORADO)
CITY AND) ss
COUNTY OF DENVER)

This instrument was acknowledged before me this 18th day of July, 2016, by O.F. Baldwin, II, as Vice President Land, of PDC Energy, Inc.





Notary Public

My Commission Expires: 5/16/17

EXHIBIT "A"
Mendell Leases and Lands

Lease No.	Lessor	Lessee	Lease Date	Recording Ref	Legal Description
2802.13	State of Colorado, State Board of Land Commissioners #80/55555-S	James E. Sullivan	9/17/1980	1976965	Township 5 North, Range 64 West of 6th P.M. Section 36: N2NW4 Weld County, CO
00/7238-S	State of Colorado, State Board of Land Commissioners #80/55555-S	James A. Smith	12/30/1998	4118438	Township 5 North, Range 64 West of 6th P.M. Section 36: SWNW Weld County, CO
N/A	Hoshiko Farms, Inc	Pico Niobrara, LLC	7/17/2012	3861507	Township 5 North, Range 64 West of 6th P.M. Section 25: That portion of the SE contained within Lot B of Recorded Exemption No. RE-0963-36-1-RB1349 lying South of that certain right of way conveyed by deed recorded in Book 814 Page 495, SAVE AND EXCEPT that part of the SE which is covered by a portion of the Sterling Reservoir and that portion lying North and West of the North Branch of the Painter Lateral as now located and South and West of United States Highway 34, as described in Deed dated March 10, 1992, recorded on March 11, 1992 as Reception No. 2280626 Weld County, CO
N/A	Swift Beef Company, <i>fka</i> Conagra Beef Company	Land Energy, Inc.	1/8/2013	3905276	Township 5 North, Range 64 West of 6th P.M. Section 25: A tract of land lying in the SE of said Section 25, being more particularly described as follows: Beginning at the Southeast corner of said Section 25, which is the True Point of Beginning; thence North 0°53'34" West, along the East line of said Section 25, a distance of 114.38 feet; thence South 89°06'26" West, a distance of 30.00 feet; thence South 16°37'00" West, a distance of 118.87 feet to a point on the South line of said Section 25; thence North 89°59'44" East, along the South line of said Section 25, a distance of 65.77 feet, more or less, to the True Point of Beginning Weld County, CO

EXHIBIT "A"
Mendell Leases and Lands

Lease No.	Lessor	Lessee	Lease Date	Recording Ref	Legal Description
N/A	Mildred E. Brewer, individually and as sole heir under the Residuary Estate clause of the will of Evelyn R. Loustalet, and as Personal Representative of the Estate of Evelyn R. Loustalet, deceased	Land Energy, Inc.	8/10/2012	3867884	Township 5 North, Range 64 West of 6th P.M. Section 25: That portion of the SE (not less than 10 acres nor more than 15 acres) which is covered by a portion of the Sterling Reservoir as shown on recorded plat thereof on file in the office of the County Clerk and Recorder of Weld County, Colorado (recorded on November 29, 1899 in Book 332A as No. 72922) Weld County, CO
N/A	Kimberly Graham, a married woman dealing in her sole and separate property	Land Energy, Inc.	12/27/2012	3902066	Township 5 North, Range 64 West of 6th P.M. Section 25: A strip of ground 100.0 feet wide, it being 50.0 feet on each side of the following described centerline; Beginning at a point within the SE of Section 25, from whence the Southeast corner of said Section 25 bears S60°52'E a distance of 2,477.2 feet, more or less; thence S54°50'E a distance of 2,105.0 feet, more or less, to a point on the South line of said SE Section 25, from whence the Southeast corner of said Section 25 bears N89°13'E a distance of 444.0 feet, more or less Weld County, CO
N/A	Susan E. Dvorak, a widow	Land Energy, Inc.	12/27/2012	3902067	Township 5 North, Range 64 West of 6th P.M. Section 25: A strip of ground 100.0 feet wide, it being 50.0 feet on each side of the following described centerline; Beginning at a point within the SE of Section 25, from whence the Southeast corner of said Section 25 bears S60°52'E a distance of 2,477.2 feet, more or less; thence S54°50'E a distance of 2,105.0 feet, more or less, to a point on the South line of said SE Section 25, from whence the Southeast corner of said Section 25 bears N89°13'E a distance of 444.0 feet, more or less Weld County, CO

EXHIBIT "A"
Mendell Leases and Lands

Lease No.	Lessor	Lessee	Lease Date	Recording Ref	Legal Description
N/A	Kelly Kincaid, a married woman dealing in her sole and separate property	Land Energy, Inc.	12/27/2012	3905277	Township 5 North, Range 64 West of 6th P.M. Section 25: A strip of ground 100.0 feet wide, it being 50.0 feet on each side of the following described centerline; Beginning at a point within the SE of Section 25, from whence the Southeast corner of said Section 25 bears S60°52'E a distance of 2,477.2 feet, more or less; thence S54°50'E a distance of 2,105.0 feet, more or less, to a point on the South line of said SE Section 25, from whence the Southeast corner of said Section 25 bears N89°13'E a distance of 444.0 feet, more or less Weld County, CO
N/A	Colorado Dept. of Transportation	Pico Niobrara, LLC	11/6/2012	3902065	Township 5 North, Range 64 West, 6th P.M. Section 25: A tract of land lying in the SE corner of said Section 25, being more particularly described as follows: Beginning at the Southeast corner of said Section 25, hence South 89°59'44" West, along the South line of said Section 25, a distance of 529.17 feet to a point on the North line of Lot B of recorded Exemption No. 0963-36-LRE 1349, according to the Plat recorded at Reception No. 2261514, said line being Southerly, 50.00 feet distant and parallel with the centerline description in Book 814, Page 495 of the Weld County records, the True Point of Beginning; thence South 89°59'44" West, along the North line of said Section 25, a distance of 33.81 feet; thence North 54°59'57" West, 200.00 feet distant and parallel with the North right of way line of State highway 34 as constructed (1931), a distance of 2002.79 feet to a point on the centerline of the Painter Lateral ditch; thence North 40°05'52" East, along the centerline of the Painter Lateral ditch, a distance of 10.36 feet to a point on a line Southerly, 50.00 feet distant and parallel with the centerline description in Book 833, Page 5 of the Weld County records; thence South 55°20'05" East, along a line Southerly, 50.00 feet distant and parallel with the centerline description in Book 833, Page 5 of the Weld County records, a distance of 67.37 feet; thence South 54°03'16" East, along the North line of Lot B of Recorded Exemption No. 0963-36-1-RE 1349, according to the Plat recorded at Reception No. 2261514, said line being Southerly, 50.00 feet distant and parallel with the centerline description in Book 814, Page 495 of the Weld County records, a distance of 2035.50 feet, more or less, to the True Point of beginning. Weld County, CO

EXHIBIT B

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EXCLUDED WELLS

<u>API #</u>	<u>Well Name</u>	<u>Operator</u>	<u>Well Status</u>	<u>Surface Location</u>
05-123-36264	Hoshiko #34-25	Mendell Niobrara, LLC	PR	SWSE Sec 25
05-123-36266	Hoshiko 1-1-36H	Mendell Niobrara, LLC	PR	SWSE Sec 25