

AMENDMENT TO SURFACE USE AGREEMENT

THIS AMENDMENT TO SURFACE USE AGREEMENT ("Amendment") is entered into by and between David W. Popham and Sandra K. Popham, husband and wife, as Tenants in Commom, ("Owner"), whose address is P.O. Box 471, Kersey, Colorado 80644, and PDC Energy, Inc. ("Company"), whose address is 1775 Sherman Street, Suite 3000, Denver, Colorado 80203 (individually, a "Party;" together the "Parties").

RECITALS

WHEREAS, Owner and Company entered in to a Surface Use Agreement dated August 8, 2016 (the "Original Agreement") and Memorandum of Surface Use Agreement dated August 8, 2016 placed of record at reception #4230478 in the Weld County, Colorado records;

WHEREAS, Owner and Company desire to amend the Original Agreement as stated below;

NOW THEREFORE, in consideration of the compensation paid to Owner pursuant to the Original Agreement, and other good and valuable consideration, as well as the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Defined Terms. All capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in the Original Agreement.
2. Wells. The parties agree to amend the Wells as shown below. The Wells shall now be defined to include a total of Twenty (20) wells as described herein. Therefore, any reference to the Wells in the Agreement or in the Amendment shall include the below:

Popham 1C, Popham 2N, Popham 3N, Popham 4N, Popham 5N, Popham 6N, Popham 7N, Popham 8N, Popham 9N, Popham 10N, Popham 11N, Popham 12N, Popham 13N, Popham 14N, Popham 15N, Popham 16N, Popham 17C, Popham 18N, Popham 19N, Popham 20N
3. Amended Easement. The Parties mutually agree to amend the OGOA and/or Easements, as defined by the Original Agreement, pursuant to the attached Exhibit "A" which reflects certain revisions to Company Operations. No further surface operations shall occur outside of the defined OGOA, without prior written approval of the Owner.
4. Counterparts. This Amendment may be executed by the Parties in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instruments. Electronically delivered

signatures shall be considered binding and deemed to be original counterparts for all purposes.

5. Successors and Assigns. This Amendment shall extend to and bind 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.
6. Ratification. The Parties hereby ratify the Original Agreement, as amended hereby, and represent and warrant to each Party that the Original Agreement is in full force and effect.

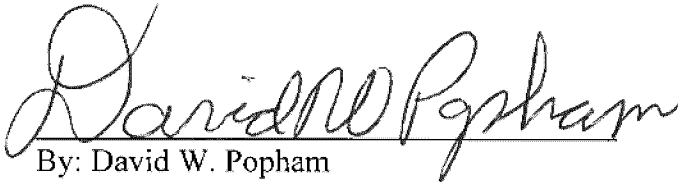
IN WITNESS WHEREOF, the Parties have executed this Amendment on this 14th day of July, 2017, but effective for all purposes as of the Effective Date of the Original Agreement.

OWNERS:

David W. Popham
Sandra K. Popham

COMPANY:

PDC Energy, Inc.


By: David W. Popham


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



By: Sandra K. Popham

EXHIBIT "A" Page 1 of 2

This Exhibit "A" is attached to and made a part of that Amendment to a certain Surface Use Agreement by and between David W. Popham and Sandra K. Popham Owners, and PDC Energy, Inc., Company. Covering the following lands:

Township 4 North, Range 64 West, 6th P.M.

Section 3: SW1/4

Weld County, Colorado

Reviewed by Owners: David W. Popham and Sandra K. Popham

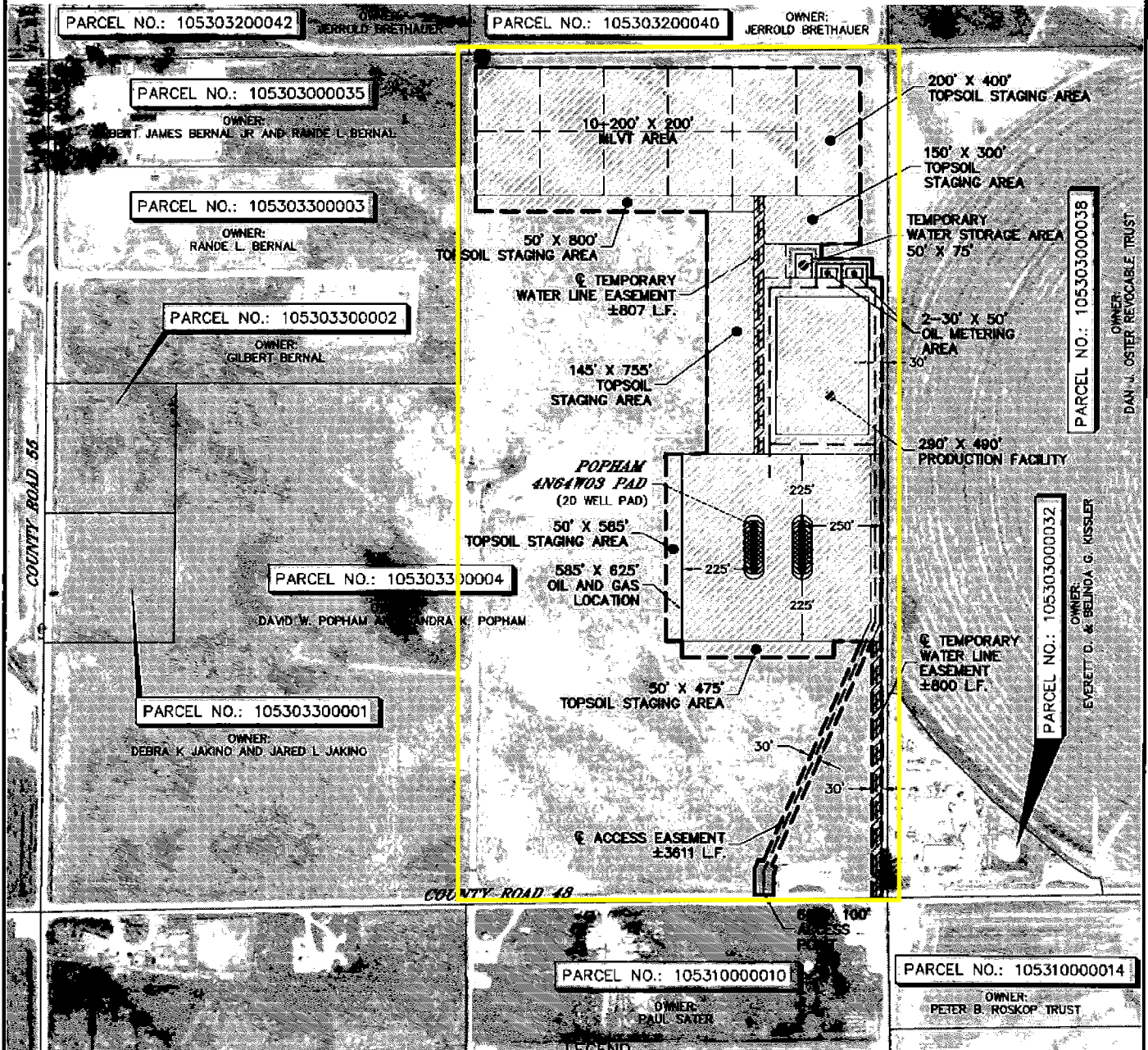
Oil and Gas
Operations Area

Initial here:

DWP

Initial here:

SKP



OIL AND GAS OPERATIONS AREA ("OGOA") = 32.1 ACRES

--- APPROXIMATE & PERMANENT ACCESS EASEMENT

--- APPROXIMATE & TEMPORARY WATER LINE EASEMENT

--- APPROXIMATE & TEMPORARY ACCESS EASEMENT



DATE: 8/21/2017
PROJECT#: 2015075

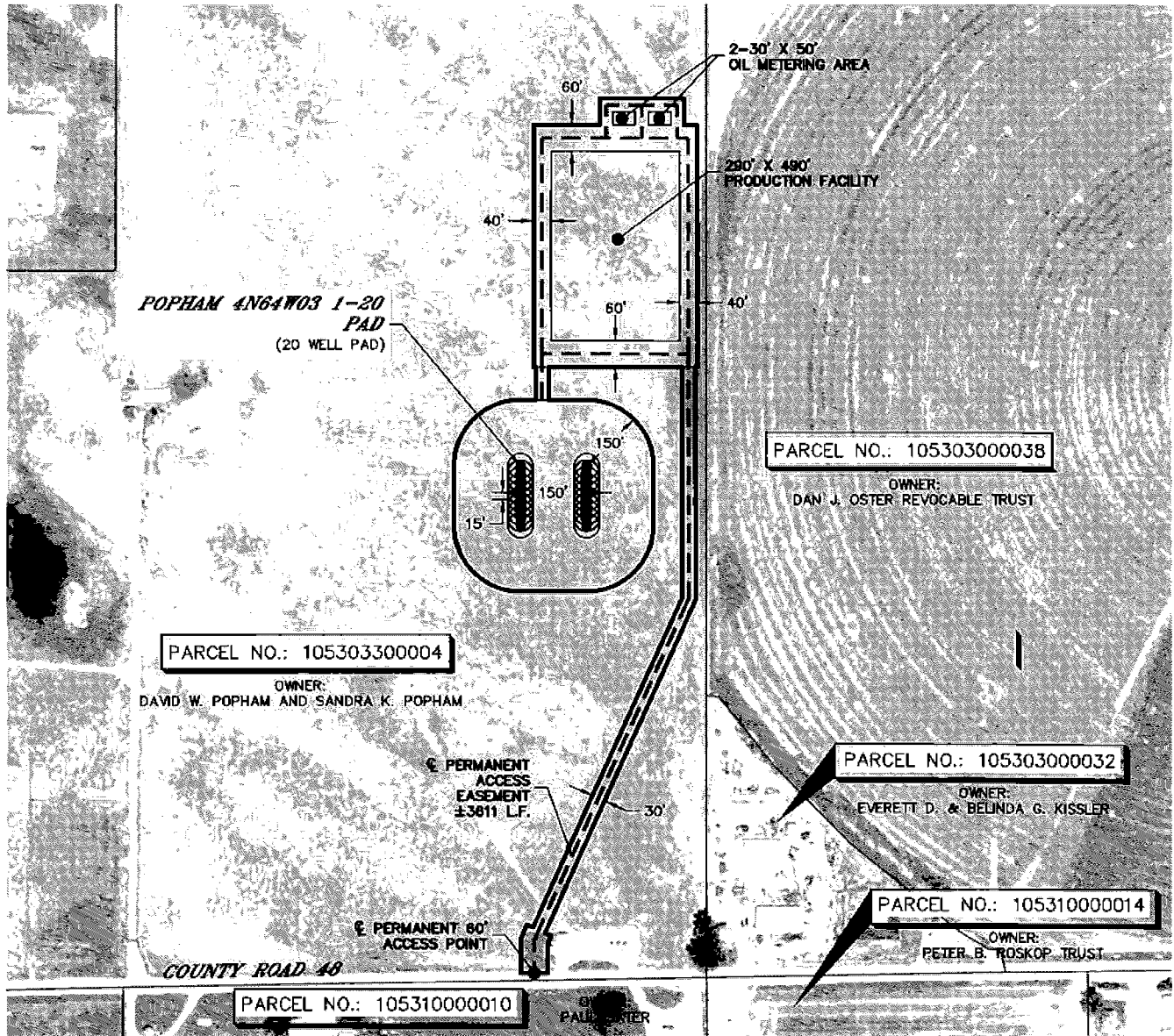
EXHIBIT "A" Page 2 of 2

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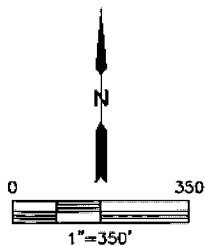


LEGEND

- PERMANENT DISTURBANCE = 10.1 ACRES
- APPROXIMATE $\frac{1}{4}$ PERMANENT ACCESS EASEMENT



DATE: 6/21/2017
PROJECT#: 2015075



MEMORANDUM OF
SURFACE USE AGREEMENT

WHEREAS, David W. Popham and Sandra K. Popham, husband and wife, as Tenants in Common, whose address is PO Box 471, Kersey, Colorado 80644 ("Owner"), and PDC Energy, Inc., a Delaware corporation, whose address is 1775 Sherman Street, Suite 3000, Denver, Colorado 80203 ("Company"), entered into a Surface Use Agreement dated August 8, 2016, (the "Agreement") covering and affecting the following described property (the "Property") more fully described on Exhibit A, attached hereto:

Township 4 North, Range 64 West, 6th P.M.

Section 3: Part of the SW4

Lot D of Recorded Exemption No. 1053-03-3 RE-4461 recorded 9/29/2006 at Reception No. 3423425.

Tax Parcel Number: 105303300004

Weld County, Colorado

WHEREAS, Owner is the current owner of an interest in the surface estate of the property;

WHEREAS pursuant to the terms of the Agreement, Owner has granted to Company the right to enter upon and use the surface and subsurface of the Property for the purpose of exploring, developing, producing, and transporting oil, gas and associated hydrocarbons from the Property and lands pooled therewith.

WHEREAS, among other provisions, the Agreement grants Company the right to construct or install well pads, access roadways, pipelines, flowlines, electric lines, production facilities, and other associated equipment and facilities necessary or convenient for Company's oil and gas operations on the Property or lands pooled therewith.

WHEREAS, the Agreement shall remain in full force and effect until Company's leasehold estate in the Property and the lands pooled therewith expires or is terminated, and Company has plugged and abandoned all wells and conducted reclamation in accordance with the applicable rules and regulations of the Colorado Oil and Gas Conservation Commission.

NOW THEREFORE this Memorandum is placed of record for the purpose of giving notice of the Agreement. The parties acknowledge that they are bound by all of the terms and conditions of the Agreement and that the Agreement is a covenant running with the Property and binds and inures to the benefit of Owner and Company and their respective heirs, personal representatives, successors and assigns. The Agreement, with all of its terms, conditions, covenants and other provisions, is referred to and incorporated into this Memorandum for all purposes. Any person having a lawful right or legitimate interest in the Agreement may examine a copy of the Agreement at Company's office during normal business hours.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 8th day of August, 2016.

OWNER:

David W. Popham
By: David W. Popham

Sandra K. Popham
By: Sandra K. Popham

COMPANY:

PDC Energy, Inc.

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

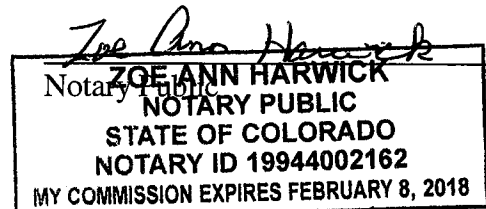
ACKNOWLEDGEMENTS

State of Colorado)
) §
County of Weld)

On this 8th day of Aug, 2016, before me personally appeared David W. Popham and Sandra K. Popham, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same.

(SEAL)

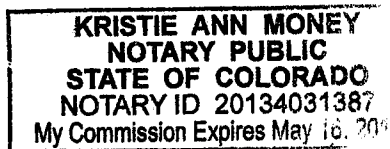
My commission expires: Feb. 8, 2018



State of Colorado)
) §
City and County of Denver)

On this 7th day of August, 2016, before me personally appeared O.F. Baldwin II, Vice President Land, for PDC Energy, Inc., known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same.

(SEAL)



My commission expires: 5/16/17

[Signature]
Notary Public

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Section 3: SW1/4

Weld County, Colorado

Reviewed by Owners: David W. Popham and Sandra K. Popham

Initial here: DP

Initial here: LRP

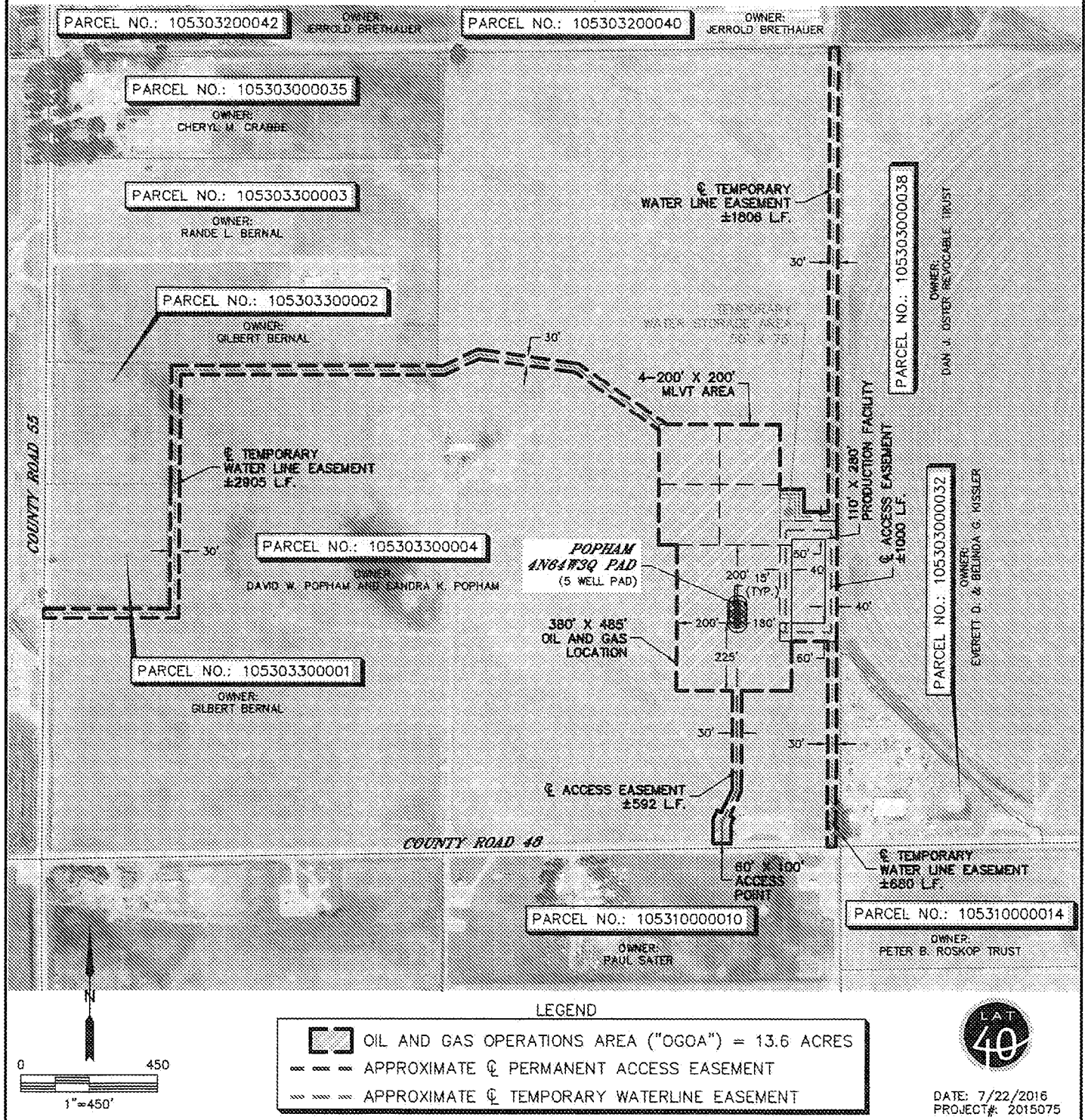


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