

**SECOND AMENDMENT TO
SURFACE USE AGREEMENT AND GRANT OF EASEMENT**

THIS SECOND AMENDMENT TO SURFACE USE AGREEMENT AND GRANT OF EASEMENT ("Second Amendment") is entered into by and between Matthew J. Chismar Irrevocable Trust ("Owner"), whose address is 2577 E County Road 60, Wellington, Colorado 80549, and PDC Energy, Inc. ("Company"), whose address is 1775 Sherman Street, Suite 3000, Denver, Colorado 80203 (individually, a "Party;" together the "Parties").

Legal Location: Township 5 North, Range 67 West of the 6th P.M.
Section 13: PT SE/4NW/4; PT SW/4NE/4; PT SE/4NE/4; PT SW/4; PT SE/4
Tax Parcel Number(s): 095713000013
Weld County, Colorado ("Property")

RECITALS

WHEREAS, Owner and Noble Energy, Inc. entered into a Surface Use Agreement and Grant of Easement dated November 11, 2016 (the "Original Agreement") placed of record on December 22, 2016 at Reception No. #4264262 in the Weld County, Colorado records;

WHEREAS, Owner and Company entered into a First Amendment to Surface Use Agreement and Grant of Easement dated May 27, 2021 (the "First Amendment" and, together with the Original Agreement, the "Agreement") placed of record on June 23, 2021 at Reception No. #4728789 in the Weld County, Colorado records;

WHEREAS, Company is a successor-in-interest to the Agreement;

WHEREAS, Owner is a successor-in-interest to the Agreement;

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

NOW THEREFORE, in consideration of the compensation to be paid to Owner pursuant to the terms of 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:

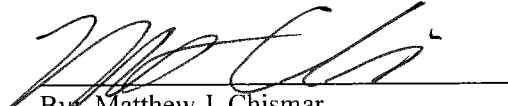
1. Defined Terms. All capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in the Agreement.
2. Amended Easement. The Parties mutually agree to amend the Operations Area and/or Easements, as defined by the Agreement, by deleting Exhibit "A" to the Agreement and replacing it with the attached Exhibit "A" which reflects certain revisions to Company Operations.
3. Counterparts. This Second 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.

4. Successors and Assigns. This Second 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.
5. Ratification. The Parties hereby ratify the Agreement, as amended hereby, and represent and warrant to each Party that the Agreement is in full force and effect. Except as amended by this Second Amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect. In the event of any conflict between this Second Amendment and the Agreement, this Second Amendment shall control and govern the point in conflict.
6. All other terms and conditions of the Agreement shall remain in full force and effect.

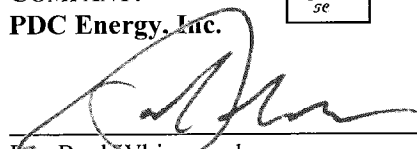
IN WITNESS WHEREOF, the Parties have executed this Second Amendment on this 7 day of September, 2022, but effective for all purposes as of the Effective Date of the Original Agreement.

OWNER:
Matthew J. Chismar Irrevocable Trust


By: Matthew J. Chismar
Title: Trustee

COMPANY:
PDC Energy, Inc.




By: Paul Whisenand
Title: Director of Land Operations, and
Attorney -in- Fact

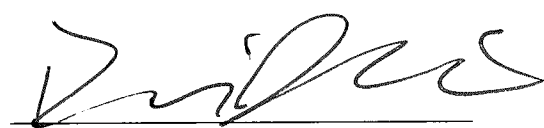
ACKNOWLEDGEMENTS

State of Colorado)
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County of Weld)

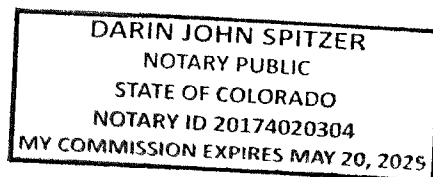
This instrument was acknowledged before me this 7th day of September, 2022 before me personally appeared **Matthew J. Chismar, as Trustee for the Matthew J. Chismar Irrevocable Trust**, on behalf of the trust.

(SEAL)

My commission expires: May 20, 2025


Notary Public

SRC Legacy SUA
Approved 12-6-2021

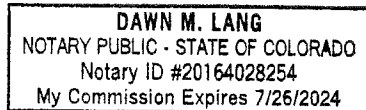


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Page 2 of 3

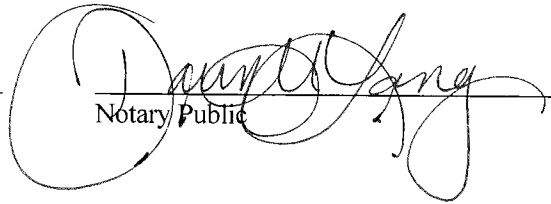
State of Colorado)
) §
County of Denver)

This instrument was acknowledged before me this 14th day of September, 2022, by **Paul Whisenand, Director of Land Operations, and Attorney-in-Fact for PDC Energy, Inc.**, a Delaware corporation, on behalf of the corporation.

(SEAL)



My commission expires: July 26, 2024


Notary Public

