

TEMPORARY OPERATIONS EASEMENT AGREEMENT

THIS TEMPORARY OPERATIONS EASEMENT AGREEMENT (this "Agreement") is effective as of June 12, 2023 (the "Effective Date"), and entered into by and between Adams Crossing, LLC, a Colorado limited liability company, (collectively, "Owner") whose address is 2733 E. Parleys Way, Ste. 300, Salt Lake City, UT 84109, and PDC Energy, Inc., a Delaware corporation ("PDC"), whose address is 1099 18th Street, Suite 1500, Denver, Colorado 80202 (individually, a "party;" together, the "parties").

WHEREAS, Owner owns an interest in part or all of the surface estate of the following described lands located in Adams County, Colorado (the "Property"):

Township 1 South, Range 66 West, 6th P.M.
Section 31: SWSW; Parcel #0156931000010

WHEREAS, PDC desires access the surface of the Property to conduct re-entry, plug and abandonment, and related operations (the "Operations") with respect to a well underlying or in the general vicinity of the surface of the Property (Brighton Farms LTD 1).

NOW THEREFORE, in consideration of the mutual covenants contained herein, the compensation to be paid to Owner, as described herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and PDC agree as follows:

1. Location and Access to Operations. Owner hereby grants and conveys to PDC a temporary non-exclusive easement upon and across the Property to access the location depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "Operation Location").

2. Compensation. On or before fifteen (15) days after the Effective Date of this Agreement, PDC shall pay Owner a sum of [REDACTED] on or before commencement of Operations.

3. General Operational Requirements.

(a) Standard of Work. PDC shall perform the Operations in accordance with any and all applicable ordinances, laws, rules, and regulation, and any other governmental authorities having jurisdiction over the Operation Location (collectively "Applicable Laws"). Such work, in any event, shall be performed in a good and workmanlike manner and, once commenced, shall be pursued diligently to completion.

(b) Operating Hours. During the Operations, work will be limited to the hours of 7:00 a.m. to 7:00 p.m.

(c) Damage to Property. If, by reasons directly resulting from PDC's Operations on the Property, there is damage to the Property, personal property located on the Property, or improvements affixed to the Property, such damage will be promptly repaired or replaced by PDC, or PDC shall pay reasonable compensation to Owner for the damage. PDC

represents and warrants that upon the expiration of the Term or earlier termination of this Agreement, PDC shall surrender the Property free and clear of any hazardous substances and in compliance with federal and state environmental laws, including but not limited to Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) (“CERCLA”).

(d) Reclamation. PDC shall restore, immediately after the completion of the Operations and prior to the expiration or earlier termination of this Agreement, the Operation Location to the same or better condition as it was in before PDC commenced its work on the Property and to a safe condition, and to remove all of its equipment, materials, tools, trash and debris from the Property.

4. Default and Termination. If PDC fails to timely make any payment required under this Agreement or to otherwise comply with all terms of this Agreement, Owner shall notify PDC in writing of the failure. PDC shall then have thirty (30) days after receipt of the notice to cure the default. If PDC has not cured the default by the end of the thirty (30) day cure period, Owner shall be allowed to terminate this Agreement by providing PDC with thirty (30) days prior written notice.

5. Authority. Owner represents and warrants that Owner has the right, power, and authority to enter into this Agreement, Owner is lawfully entitled to receive payments due under this Agreement, and there exist no liens, judgments or other encumbrances pursuant to which third parties claim, may claim, or are entitled to such payments. Owner agrees to release, defend, and hold PDC harmless from and against any and all claims, demands, fines, costs and liabilities (including but not limited reasonable attorneys' fees) for any breach of these representations. PDC represents and warrants to Owner that PDC has the right, power, and authority to enter into this Agreement.

6. Term. This Agreement shall become effective upon the Effective Date, and shall remain in full force and effect until December 31, 2023 (the “Term”).

7. Insurance. During the Term, PDC shall maintain, at its sole expense, commercial general liability insurance with respect to the Property, in which the combined single limit shall be not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and Four Million and 00/100 Dollars (\$4,000,000.00) in the aggregate.

8. Liability/Indemnification. PDC hereby agrees to release, discharge, indemnify and hold Owner and its employees, officers, directors, agents and affiliates harmless from and against any and all third-party claims, losses, liability, damages, and causes of action for personal injury or property damage arising out of PDC's negligence, willful misconduct, or the performance of the Operations on the Property. Owner hereby agrees to release, discharge, indemnify and hold PDC and its employees, officers, directors, agents and affiliates harmless from and against any and all third party claims, losses, liability, damages, and causes of action arising out of any breach of representation, warranty or covenant of Owner as set forth herein.

9. Miscellaneous.

(a) Interpretation. Each use of the terms "Owner" and "PDC" in this Agreement shall be deemed to mean such party and its agents, employees, assigns, directors, managers, or successors in interest. In construing this Agreement, no consideration shall be given to the fact or presumption that one party has had a greater or lesser hand in drafting this Agreement than any other party. The headings in this Agreement are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any term of this Agreement.

(b) Notice. All notices required by this Agreement shall be in writing and shall be served personally or by first-class mail, postage prepaid to the following:

If to Owner:

Adams Crossing, LLC
c/o Woodburv Corporation
Attn: Legal Department
2733 E. Parleys Way, Ste. 300
Salt Lake City, UT 84109

If to Company:

Operator: PDC Energy, Inc.
Person to Contact: Brian DeRose
Address: 11099 18th Street, Suite 1500
Denver, Colorado 80202
Phone Number: 970-342-0135

(c) Full Agreement; Severability. This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of Owner and PDC pertaining to the subject matters of this Agreement. No supplement, amendment or modification of this Agreement shall be binding unless executed in writing by Owner and PDC. In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof.

(d) Governing Law. This Agreement shall be subject to, and construed under, the laws of the State of Colorado, without regard to its conflict of law provisions. Jurisdiction and venue of any proceeding arising out of this Agreement 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.

(e) Enforcement. The obligations of the parties under this Agreement shall be enforceable by any appropriate proceeding at law or in equity, including but not limited to proceedings seeking damages, injunctive relief or specific performance. In any action or proceeding to enforce or contest any provision of this Agreement, or to obtain a declaration of the rights or obligations of any person under this Agreement, the substantially prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney fees.

(f) No Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that party may have hereunder, at law or equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

(g) No Third-Party Beneficiary Intended. This Agreement is made solely for the benefit of the parties and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

(h) Counterparts. This Agreement may be executed by in any number of counterparts (including by Adobe Sign or other electronic signature method), each which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

* * * * *
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER:

ADAMS CROSSING, LLC, a Colorado limited liability company

By: WOODBURY CORPORATION, a Utah corporation, Co-Manager

By: DocuSigned by:
O. Randall Woodbury
477BE9F25ECA43C
O. Randall Woodbury, Vice Chairman

By: DocuSigned by:
W. Richards Woodbury
78B99E337B2645A
W. Richards Woodbury, Chairman

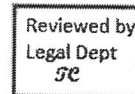


By: FFC INVESTMENTS, L.L.C., a Colorado limited liability company, Co-Manager

By: DocuSigned by:
Craig Carlson
BCF20D92370F4B7...
Craig A. Carlson, Manager

By: DocuSigned by:
W. Richards Woodbury
78B99E337E2646A...
W. Richards Woodbury, Co-Manager
On behalf of Tribe Properties, L.L.C.

COMPANY:
PDC ENERGY, INC.



David Lillo
By: David Lillo
Title: Senior Vice President Operations

EXHIBIT "A"

