

### THIRD AMENDMENT TO SURFACE USE AGREEMENT AND GRANT OF EASEMENT

THIS THIRD AMENDMENT TO SURFACE USE AGREEMENT AND GRANT OF EASEMENT ("Third Amendment") is entered into by and between Robert S. Schneider and Marilyn J. Schneider ("Owner"), whose address is 24987 County Road 25, Milliken, Colorado 80543, 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, 6<sup>th</sup> P.M.  
Section 36: E/2E/2  
Tax Parcel Number(s): 095736400039  
Weld County, Colorado ("Property")

### RECITALS

WHEREAS, the Robert S. Schneider and Marilyn J. Schneider and Noble Energy, Inc. entered in to a Surface Use Agreement and Grant of Easement dated April 19, 2016 (the "Original Agreement") and placed of record at Reception No. 4204237 in the Weld County, Colorado records; and an Amendment to Surface Use Agreement with then Successor-in-Interest, SRC Energy, Inc. dated June 6, 2018 and placed of record at Reception No. 4416649 in the Weld County, Colorado records; and a Second Amendment to Surface Use Agreement and Grant of Easement with current Successor-in-Interest, PDC Energy, Inc. dated March 7, 2021 and placed of record at Reception No. 4696086 in the Weld County, Colorado records

WHEREAS, pursuant to the terms of the Original 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, transporting and other operations for oil, gas and associated hydrocarbons from the Property and lands pooled therewith.

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

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. Exhibit A of said Original Agreement shall be amended with the "Amended Exhibit A" attached hereto.
3. Section 2.A of said Original Agreement shall be amended to read as follows:
  - A. Owner shall set aside and provide to Company, for Company's exclusive use subject only to landscaping installed pursuant to Section 10(B) of this Agreement, that portion of the Property consisting of

approximately fifteen and forty-six tenths (15.46) acres as depicted on Amended Exhibit A (the parcels on Amended Exhibit A are collectively the "Exclusive Area" and each is an "Exclusive Area") and comprising of two (2) separate parcels as follows:

Parcel	Acres
Production Facility	7.19
Well Pad	8.27
Total	15.46

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 Third Amendment on this 27 day of May, 2021, but effective for all purposes as of the Effective Date of the Original Agreement.

**OWNER:**

Robert S. Schneider  
By: Robert S. Schneider

Marilyn J. Schneider  
By: Marilyn J. Schneider

**COMPANY: PDC Energy, Inc.**

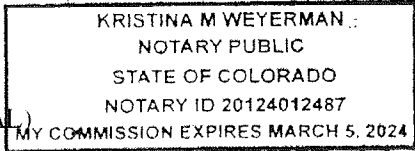
David Lillo  
By: David Lillo  
Senior Vice President Operations and  
Attorney-in-Fact

Reviewed by  
Legal Dept  
JL

ACKNOWLEDGEMENTS

State of Colorado )  
 ) §  
County of Weld )

On this 27 day of May, 2021, before me personally appeared Robert S. Schneider and Marilyn J. Schneider, 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: 3-5-2024

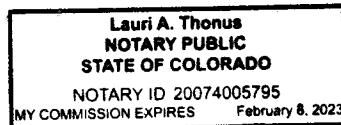
Kristina M Weyerman  
Notary Public

State of Colorado )  
 ) §  
County of Denver )

On this 27<sup>th</sup> day of May, 2021, before me personally appeared David Lillo, Senior Vice President Operations and Attorney-in-Fact 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: 2/8/2023

Lauri A. Thonus  
Notary Public



# AMENDED EXHIBIT "A"

THIS EXHIBIT "A" IS ATTACHED TO AND MADE A PART OF THAT CERTAIN THIRD AMENDMENT TO SURFACE USE AGREEMENT AND GRANT OF EASEMENT BY AND BETWEEN ROBERT S. SCHNEIDER AND MARILYN J. SCHNEIDER ("OWNER"), AND PDC ENERGY, INC., COMPANY, COVERING THE FOLLOWING LANDS:

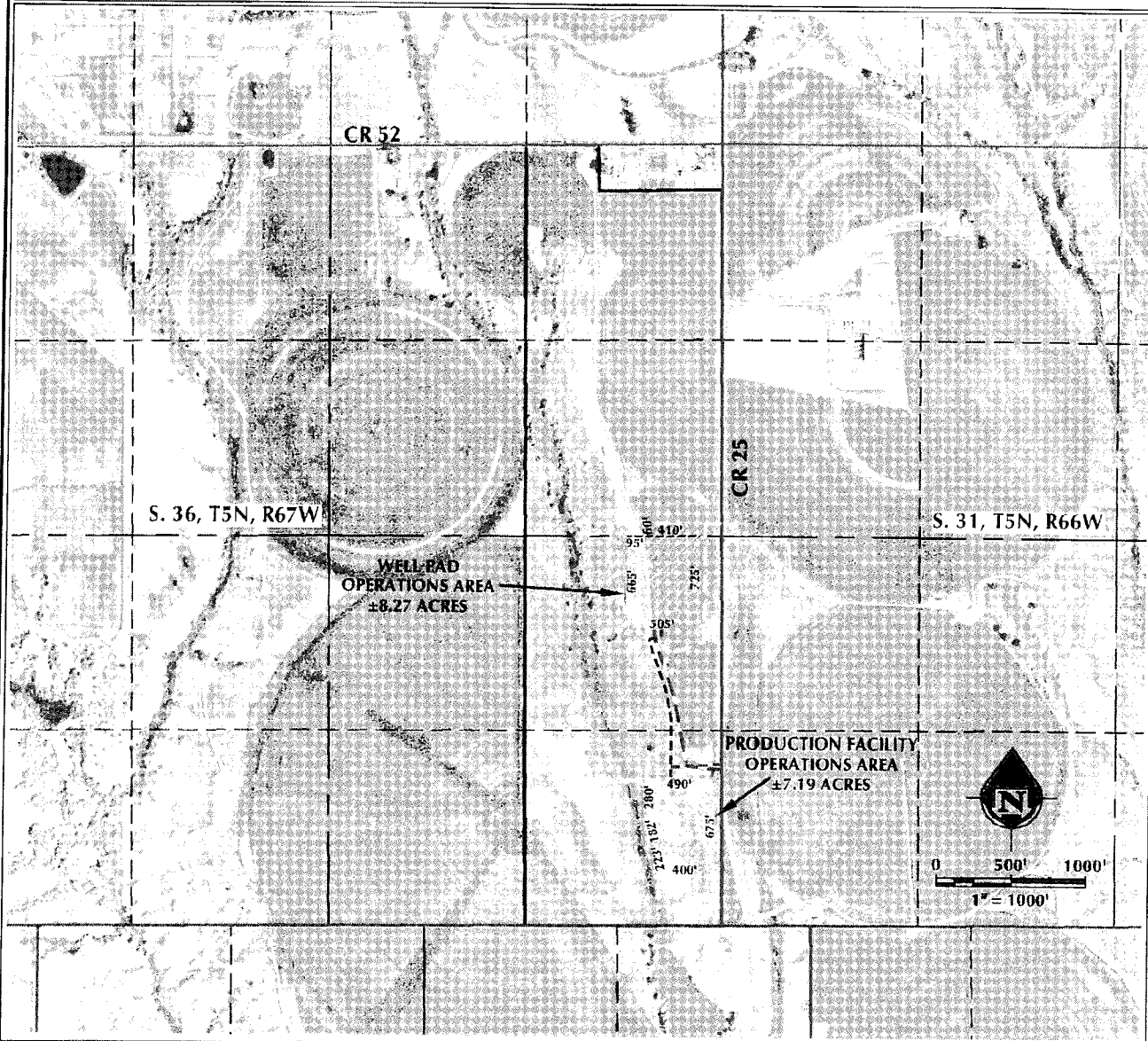
TOWNSHIP 5 NORTH, RANGE 67 WEST, 6TH P.M.

SECTION 36: E2F72

TAX PARCEL NUMBER(S): 095736400039

REVIEWED BY OWNER(S): ROBERT S. SCHNEIDER AND MARILYN J. SCHNEIDER

INITIAL HERE: RS INITIAL HERE: MS



### LEGEND

- OPERATIONS AREA (±15.46 ACRES TOTAL)
- ACCESS ROAD CORRIDOR (30')
- TEMPORARY ACCESS ROAD CORRIDOR (30')
- PROPERTY LINE
- PIPELINE CORRIDOR (60')



609 CONSULTING, LLC

LOVELAND OFFICE  
1910 North Franklin Avenue  
Loveland, Colorado 80538  
Phone: 970-736-6131

SHERIDAN OFFICE  
1400 Sherman Avenue  
Sheridan, Wyoming 82801  
Phone: 307-671-6600

PREPARED FOR:



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ACQUISITION BY 2481822781.DWG, 2021.06.23.10.45.37.39, 100% W/ 0.00% DATE: 06/23/2021 10:45:39 AM