

SECOND AMENDMENT TO SURFACE USE AGREEMENT AND GRANT OF EASEMENT

THIS SECOND AMENDMENT TO SURFACE USE AGREEMENT (“Second Amendment”) is entered into by and between Phyllis Burkgren (“Owner”), whose address is 1890 S Marshall Circle, Lakewood, Colorado 80232, 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 66 West, 6th P.M.
Section 36: SE/4SW/4; W/2SE/4
Tax Parcel Number(s): 095936000010 & 095936000013

Township 4 North, Range 66 West, 6th P.M.
Section 1: NE/4NW/4
Parcel(s): 105701000040

Weld County, Colorado (“Property”)

RECITALS

WHEREAS, the Phyllis Burkgren and Noble Energy, Inc. entered in to a Surface Use Agreement and Grant of Easement dated October 31, 2016 (the “Original Agreement”) and placed of record at Reception No. 4264265 in the Weld County, Colorado records; and a First Amendment to Surface Use Agreement and Grant of Easement with then Successor-in-Interest, SRC Energy, Inc. dated March 21, 2019 and placed of record at Reception No. 4484939 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:

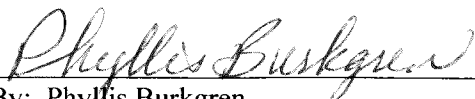
- A. Owner shall set aside and provide to Company, for Company's exclusive use subject only to landscaping installed pursuant to Section 10(B) of this Agreement, that portion of the Property consisting of approximately eleven and sixty-nine tenths (11.69) acres as depicted on Amended Exhibit A (the parcels 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	4.48
Well Pad	7.21
Total	11.69

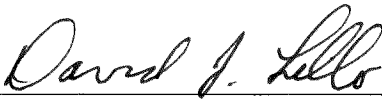
4. Extension. Pursuant Section 1 of the Original Agreement and Section 2 of that certain letter agreement executed by Owner and Noble dated October 31, 2016, PDC hereby provides Owner advance written notice of PDC's desire to extend the primary five (5) year term an additional five (5) years. The term of the Original Agreement and subsequent Amendments shall run for an additional five (5) years beginning on October 31, 2021 and ending on October 31, 2026.
5. 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.
6. 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.
7. 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 Second Amendment on this 8th day of March, 2021, but effective for all purposes as of the Effective Date of the Original Agreement.

OWNER:


By: Phyllis Burkgren

COMPANY: PDC Energy, Inc.


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

ACKNOWLEDGEMENTS

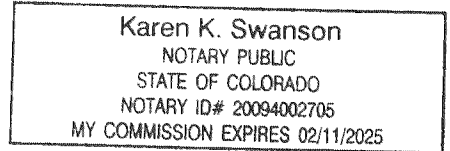
State of Colorado)
) §
County of Jefferson)

On this 8 day of March, 2021, before me personally appeared Phyllis Burkgren, 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: 2/11/2025

Karen Swanson
Notary Public



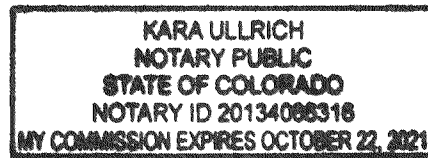
State of Colorado)
) §
County of Denver)

On this 9th day of March, 2021, before me personally appeared 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: 10/22/21

Kara Ullrich
Notary Public



AMENDED EXHIBIT "A"

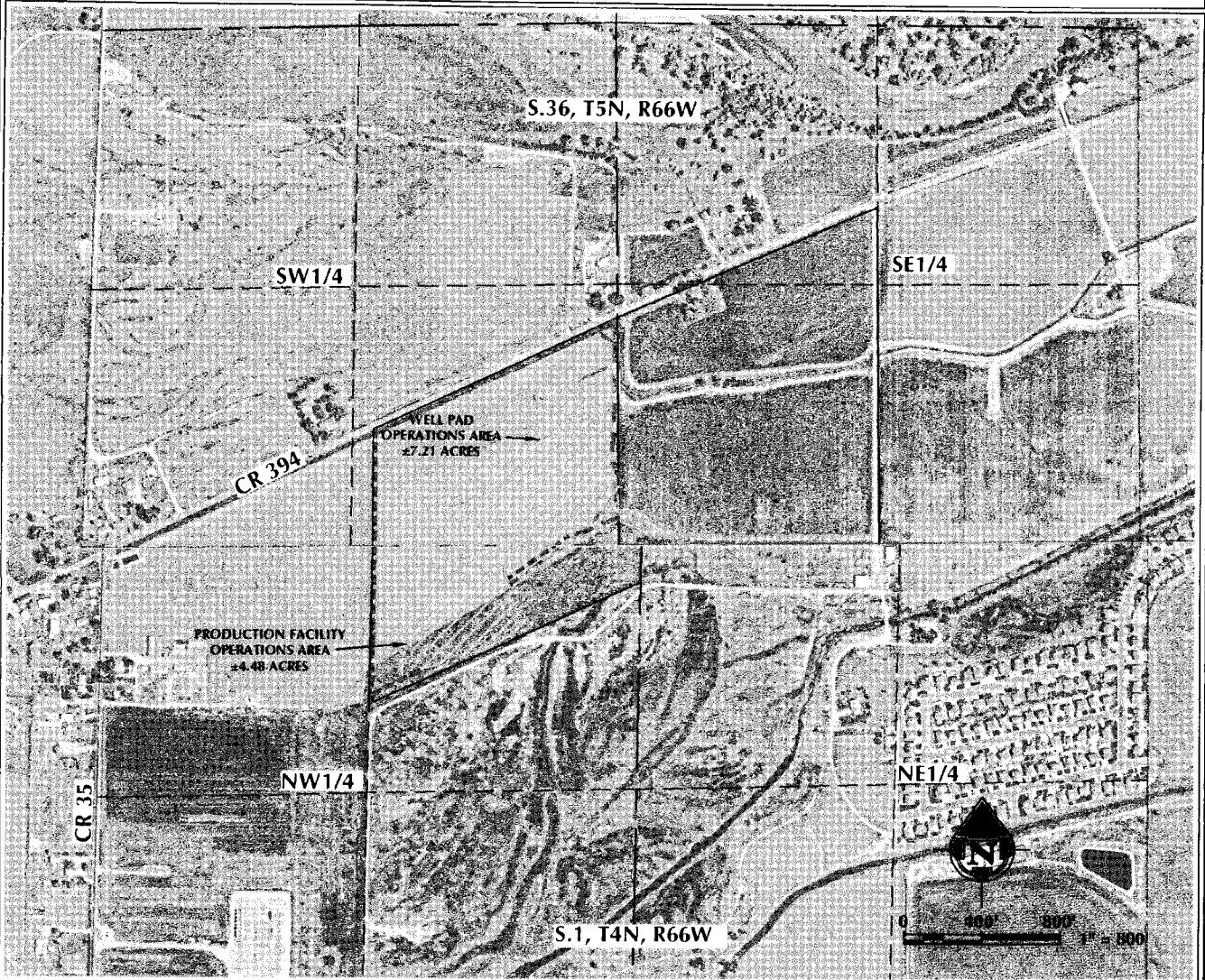
THIS EXHIBIT "A" IS ATTACHED TO AND MADE A PART OF THAT CERTAIN SECOND AMENDMENT TO SURFACE USE AGREEMENT AND GRANT OF EASEMENT BY AND BETWEEN PHYLLIS BURKGREN, OWNER, AND PDC ENERGY, INC., COMPANY, COVERING THE FOLLOWING LANDS:

TOWNSHIP 5 NORTH, RANGE 66 WEST, 6TH P.M.
SECTION 36: SE/4SW/4; W/2SE/4
TAX PARCEL NUMBER(S): 095936000010 & 095936000013

TOWNSHIP 4 NORTH, RANGE 66 WEST, 6TH P.M.
SECTION 1: NE/4NW/4
TAX PARCEL NUMBER(S): 105701000040

REVIEWED BY OWNER: PHYLLIS BURKGREN

INITIAL HERE: PB



LEGEND

- OPERATIONS AREA (±11.69 ACRES TOTAL)
- ACCESS ROAD CORRIDOR (30')
- PROPERTY LINE
- PIPELINE CORRIDOR (60')

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PREPARED FOR:



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