

**MEMORANDUM OF AMENDMENT TO SURFACE USE AGREEMENT**

THIS MEMORANDUM OF SURFACE USE AGREEMENT ("Memorandum") is entered into by and between Mark Barr ("Owner"), whose address is 16247 Weld County Road 50, La Salle, Colorado 80645 the Owner of the surface estate described below (the "Property") 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 65 West of the 6<sup>th</sup> P.M.

Section 11: SE ¼ of the SE ¼

Section 14: NE 1/4

Tax Parcel # 09611400004

Weld County, Colorado ("Property")

WHEREAS, the parties entered into that certain Surface Use Agreement dated and effective January 31<sup>st</sup>, 2015 (the "Agreement"), and that certain Memorandum of Surface Use Agreement dated and effective January 31<sup>st</sup> 2015, recorded 02/24/2015 at Reception No. 4085266 in the Weld County Clerk and Records Office, State of Colorado;

WHEREAS, Owner and Company desire to amend the above described Agreement.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth herein, including the information set forth in the recitals, the parties agree, to the extent of each of their respective interests in the Property only, as follows:

1. The parties agree to replace the original Exhibit A, dated 1/27/2015 attached to the Surface Use Agreement. And replace it with the Attached Exhibit A, dated July 25, 2016
2. The parties agree to amend the number of wells to be drilled, from six (6) to up to twelve (12) wells to be drilled.
3. This Amendment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instruments.
4. This Amendment and Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors, personal representatives and assigns.
5. Except as amended by this Amendment, the terms and conditions in the Agreement shall continue in full force and effect.
6. This Amendment constitutes covenants running with the land and shall be binding upon all parties who succeed to any interest which Owner or Company has or will have in the Property.
7. In the event of a conflict between this Amendment and the Agreement, the Amendment shall control.

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IN WITNESS WHEREOF, the parties have executed this Amendment on this 16<sup>th</sup> day of AUGUST, 2016, but effective for all purposes as of January 31, 2015.

OWNER:

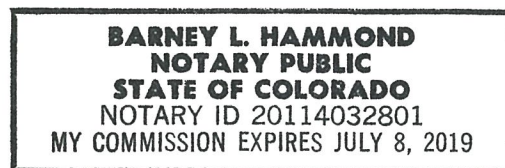
COMPANY:

PDC Energy, Inc.

Mark Barr  
By: Mark Barr

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

### ACKNOWLEDGEMENTS



State of Colorado )  
County of WELD ) §

On this 16<sup>th</sup> day of AUGUST, 2016, before me personally appeared Mark Barr, 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: 7/8/2019

[Signature]  
Notary Public

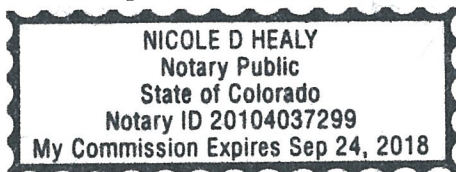
State of Colorado )  
City and County of Denver ) §

On this 24<sup>th</sup> 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: 9.24.18

Nicole D Healy  
Notary Public







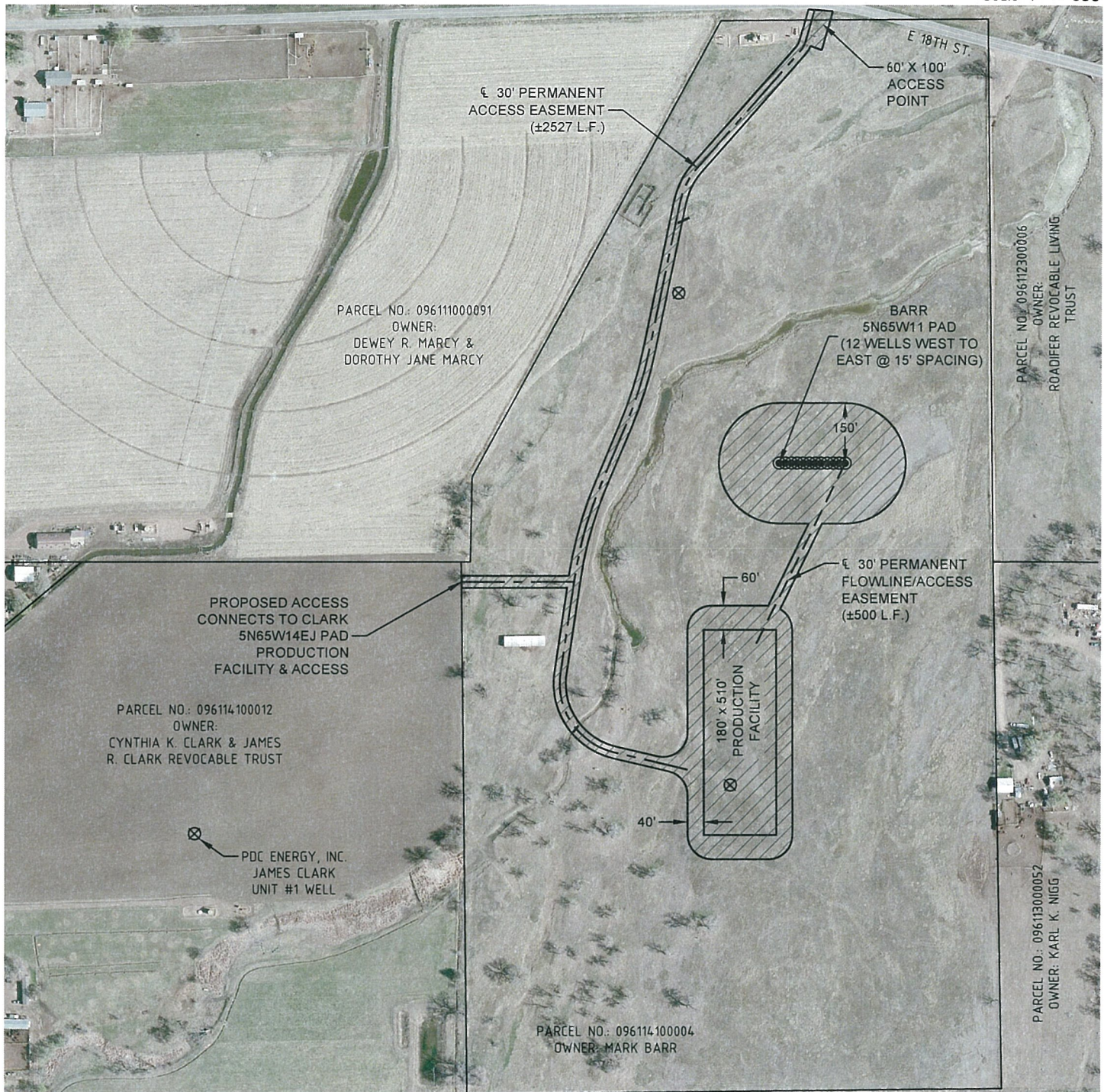


This Exhibit "A" is attached and made a part of that certain Amendment to the Memorandum of the Surface Use Agreement by and between Mark Barr, owners, and PDC Energy, Inc., Company.

By: MB

Date: 8/16/2016

Section 11: SE $\frac{1}{4}$   
Section 14: NE $\frac{1}{4}$   
Weld County, Colorado



- - - - - APPROXIMATE § PERMANENT ACCESS EASEMENT  
 - - - - - APPROXIMATE § PERMANENT FLOWLINE EASEMENT



Washburn Land Surveying  
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