

LIMITED LIABILITY COMPANY AGREEMENT
OF
CRP/PDC SALEM TURNER ROAD OWNER, L.L.C.

This LIMITED LIABILITY COMPANY AGREEMENT (the “Agreement”) of CRP/PDC SALEM TURNER ROAD OWNER, L.L.C., a Delaware limited liability company (the “Company”), is effective as of May 24, 2022.

1. Formation. The Company has been formed as a single member limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C § 18-101, *et seq.*, as it may be amended from time to time (the “Act”), by the filing of the Certificate of Formation of the Company (the “Certificate”) with the Secretary of State of the State of Delaware on March 3, 2022. The rights and obligations of the Member (as defined below) and the administration and termination of the Company shall be governed by this Agreement and the Act. In the event of any inconsistency between any terms and conditions contained in this Agreement and any non-mandatory provisions of the Act, the terms and conditions contained in this Agreement shall govern.

2. Name. The name of the Company is “CRP/PDC Salem Turner Road Owner, L.L.C.”

3. Member. CRP/PDC Salem Turner Road Venture, L.L.C., a Delaware limited liability company (the “Member”), is the sole member of the Company.

4. Registered Office and Agent. The registered office and registered agent of the Company in the State of Delaware shall be as the Company designates on the Certificate as the same may be amended from time to time. The Company may have such other offices as the Member may designate from time to time. The mailing address and principal business office of the Company shall be c/o The Carlyle Group, 1001 Pennsylvania Avenue, N.W., Suite 220 South, Washington, DC 20004-2505.

5. Purpose. The purpose of the Company is to engage in any and all lawful businesses or activities in which a limited liability company may be engaged under applicable law.

6. Management. The Member shall be authorized to make all decisions and to take all actions it determines necessary, advisable or desirable relating to the business, affairs, investments, and properties of the Company including, without limitation, the formation of or investment in, such subsidiary or affiliate companies of the Company as it determines advisable or desirable.

7. Capital Contributions. The Member may make capital contributions to the Company from time to time, but shall not be required to make any capital contributions.

8. [REDACTED]

9. Limited Liability of the Member. The Member shall have no liability for obligations or liabilities of the Company unless such obligations or liabilities are expressly assumed by the Member in writing.

10. Indemnification. The Member and each person who is or has agreed to become an officer of the Company, or each such person who serves or has agreed to serve at the request of the Company as a director or officer of another corporation, limited liability company, partnership, joint venture, trust or other enterprise (including the heirs, executors, administrators or estate of such person), shall be indemnified by the Company to the full extent permitted by the Act or any other applicable laws as now or hereafter in effect. The right to indemnification conferred in this Section 10 shall include the right to be paid by the Company the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition. Without limiting the generality or effect of the foregoing, the Company may enter into one or more agreements with any person which provide for indemnification greater or different than that provided in this Section 10.

11. Dissolution. The Company shall dissolve and its business and affairs shall be wound up upon the written consent of the Member or the entry of a decree of judicial dissolution under § 18-802 of the Act. Upon the dissolution of the Company, the affairs of the Company shall be liquidated forthwith. The assets of the Company shall be used first to pay or provide for the payment of all of the debts of the Company, with the balance being distributed to the Member.

12. Assignment. The Member may assign in whole or in part its limited liability company interest in the Company.

13. Admission of Additional Members. The Member may admit additional members in its discretion.

14. Amendment. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

15. No Third-Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of the Member.

16. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

Signature Page to CRP/PDC Salem Turner Road Owner, L.L.C.--- LLC Agreement

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

CRP/PDC Salem Turner Road Venture, L.L.C., a Delaware limited liability company, its sole member

By: CRP Salem Turner Road Member, L.L.C., a Delaware limited liability company, its manager

By: 
Name: Edward Samek
Title: Vice President