

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement") is made and entered into August 30, 2011, by and between REI Limited Liability Company, c/o Christine Hethcock, 6025 S. Lima Street, Englewood, Colorado 80111 ("Surface Owner"), and Noble Energy, Inc., 1625 Broadway, Suite 2200, Denver, Colorado 80202 ("Oil Company").

Exhibit "A" attached hereto describes certain terms and conditions pursuant to which Oil Company anticipates drilling the REI H09-24D, REI H09-30D and REI H09-31D wells in the NW/4, of Section 9, Township 3 North, Range 65 West, 6th P.M., Weld County, Colorado (the "Property") and associated facilities that are depicted on Exhibit "B" attached hereto ("Wells"). Oil Company and Surface Owner have agreed that Oil Company will pay Surface Owner _____ dollars per acre prior to the commencement of drilling operations on each drillsite, said payment to be made not less than five (5) days prior to the commencement of drilling operations. In consideration of such payment and in consideration of the covenants and obligations set forth herein, Oil Company and Surface Owner agree as follows:

1. Said payment constitutes the full and entire consideration to be paid by Oil Company for the use of the surface and all damages (except as provided in paragraph 2 hereof) to the land associated with the drilling, testing, completion and connection of the Wells to be located on the Property. The payment is for all damages to the Property, including, but not limited to, damages to growing crops, sod, damage to croplands, removal, transportation and care of livestock, construction of the access road shown on Exhibit "B", preparation and use of each drillsite area, preparation and use of reserve pits, and construction, installation and maintenance of production equipment and the associated facilities shown on Exhibit "B", such as flowlines, gas pipelines, separators, tank batteries and other equipment or facilities necessary or convenient for the production, transportation and sale of oil, gas and other materials produced by or used for production, transportation and sale of oil, gas and other materials produced by or used for production of oil and/or gas from the Wells.

2. If, by reason of Oil Company's operations, there is damage to personal property located on the Property or if there is damage to the Property caused by the negligence of Oil Company or by an unreasonable use of the Property by Oil Company that is not associated with reasonable and normal drilling, testing, completion, recompletion, reworking, re-entry, pumping, production and maintenance operations, such as damage to structures, fences, culverts and cement ditches, such damage shall be repaired or replaced by Oil Company or Oil Company shall promptly pay Surface Owner for such damage.

3. With respect only to the subject matter of paragraph 1 above, Surface Owner agrees to indemnify and hold Oil Company harmless from all claims, demands, liability and actions against Oil Company by any other surface owner, surface tenant or occupant of the Property arising out of damage by Oil Company to the Property or growing crops thereon caused by the operations contemplated by paragraph 1 above asserted by any such other surface owner, surface tenant or occupant. Surface Owner may allocate the payments made hereunder with any surface owner, surface tenant or occupant as they shall mutually determine between themselves and Oil Company shall have no liability therefore.

4. Surface Owner shall have no liability for the release or discharge by Oil Company, its employees, contractors, licensees, invitees, or agents, of oil, gas or any other substance on or under the Property. Oil Company shall have no liability for any such release or discharge caused in whole or in part by Surface Owner, Surface Owner's tenant, licensees, invitees, or agents. Oil Company shall indemnify and hold Surface Owner harmless from and against any and all damages or injuries to persons or property caused by the willful act or negligence of Oil Company or its employees, contractors, licensees, invitees and agents or not associated with reasonable, prudent and normal drilling, testing, completion and connection of the Wells or any other operations on the Property, including all costs and expenses (including reasonable attorneys' fees) incurred by Surface Owner.

5. Oil Company shall conduct all operations and activities on the Property as would a prudent operator, and in compliance with all applicable laws and regulations including, without limitation, the regulations of the Colorado Oil and Gas Conservation Commission in the 800 - 1100 series which are incorporated hereby by this reference. Subject to paragraph 7 hereof, this Agreement constitutes written consent of Surface Owner for Oil Company to proceed with the drilling, testing, completion, connection of the Wells to be located on the Property. This Agreement also constitutes Surface Owner's written acknowledgment that Oil Company has complied with Rules 305b. and 305c. of the Colorado Oil and Gas Conservation Commission, Surface Owner's written waiver of the "thirty day notice", "irrigation notice", and "reclamation notice" requirements set forth in Rule 305 and Surface Owner's written acknowledgment that Oil Company has complied with the consultation requirements set forth in Rule 306. This Agreement to comply with such rules and regulations; however, shall not create a private right of action. Oil Company shall not object in any forum to a request by Surface Owner to use, annex, zone, rezone, plat or replat all

or any portion of the Property, except to the extent such request is inconsistent with this Agreement, and this Agreement constitutes Oil Company's written waiver of any such objection.

6. Except as provided in paragraphs 2, 4 and 5 hereof, Surface Owner, for itself, and its successors and assigns, does hereby, release, relinquish and discharge Oil Company, its successors and assigns from all claims, demands, damages and causes of action, past, present and future, that Surface Owner may have by reason of the occupancy of the Property and for the drilling, completion, recompletion, reworking, re-entry, pumping, operation and maintenance of the Wells on the Property and Surface Owner accepts the above payment as full compensation therefore.

7. Oil Company shall have access to the Property only on such roads and routes as are depicted on Exhibit "B". Surface Owner may, from time to time, alter the access roads and routes subject to the reasonable satisfaction of Oil Company. Oil Company's access shall be limited in scope and duration to activities reasonably necessary for the safe and prudent operation and maintenance of the Wells and associated facilities in accordance with this Agreement and applicable laws and regulations, except that in the event of an emergency, Oil Company shall have immediate and unrestricted access to the Property. Oil Company shall not construct any roads on the Property without the written consent of REI. Oil Company shall repair, regrade and maintain all roads, fences and gates it uses, from time to time, as may be necessary to mitigate the impact of Oil Company's uses on the quality of such roads, fences and gates.

8. Surface Owner agrees to keep confidential this Agreement and all negotiations leading up to or relating to this Agreement. Surface Owner shall not copy or distribute this Agreement or disclose the substance hereof or the nature of such negotiations to others outside of Oil Company unless required to do so by law. Provided, however, Surface Owner will provide a copy of this Agreement to any potential successor or assign of Surface Owner prior to the closing of any sale of all or any portion of the Property and may provide copies hereof in support of any application to use, annex, zone, rezone, plat or replat all or any portion of the Property.

9. In the event of any dispute regarding the rights or obligations of the parties hereunder, the prevailing party shall be entitled to reimbursement for the reasonable expenses, including expert witness and attorneys' fees, it has incurred.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to its conflict of laws provisions.

11. This Agreement may be executed in any number of counterparts each of which shall be deemed an original instrument but all of which together shall constitute one in the same instrument.

Agreed to and accepted the day and year first above written.

NOBLE ENERGY, INC.

By: 

Name: Joseph W. Lorenzo

Title: Attorney-In-Fact

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SURFACE OWNER:

REI Limited Liability Company

By: 

Name: Christine Hethcock

Title: Manager

Exhibit "A"

Attached to and by reference made a part of that certain Surface Use Agreement dated August 30, 2011, by and between Noble Energy, Inc., as "Oil Company", and REI Limited Liability Company, as "Surface Owner", covering the following lands:

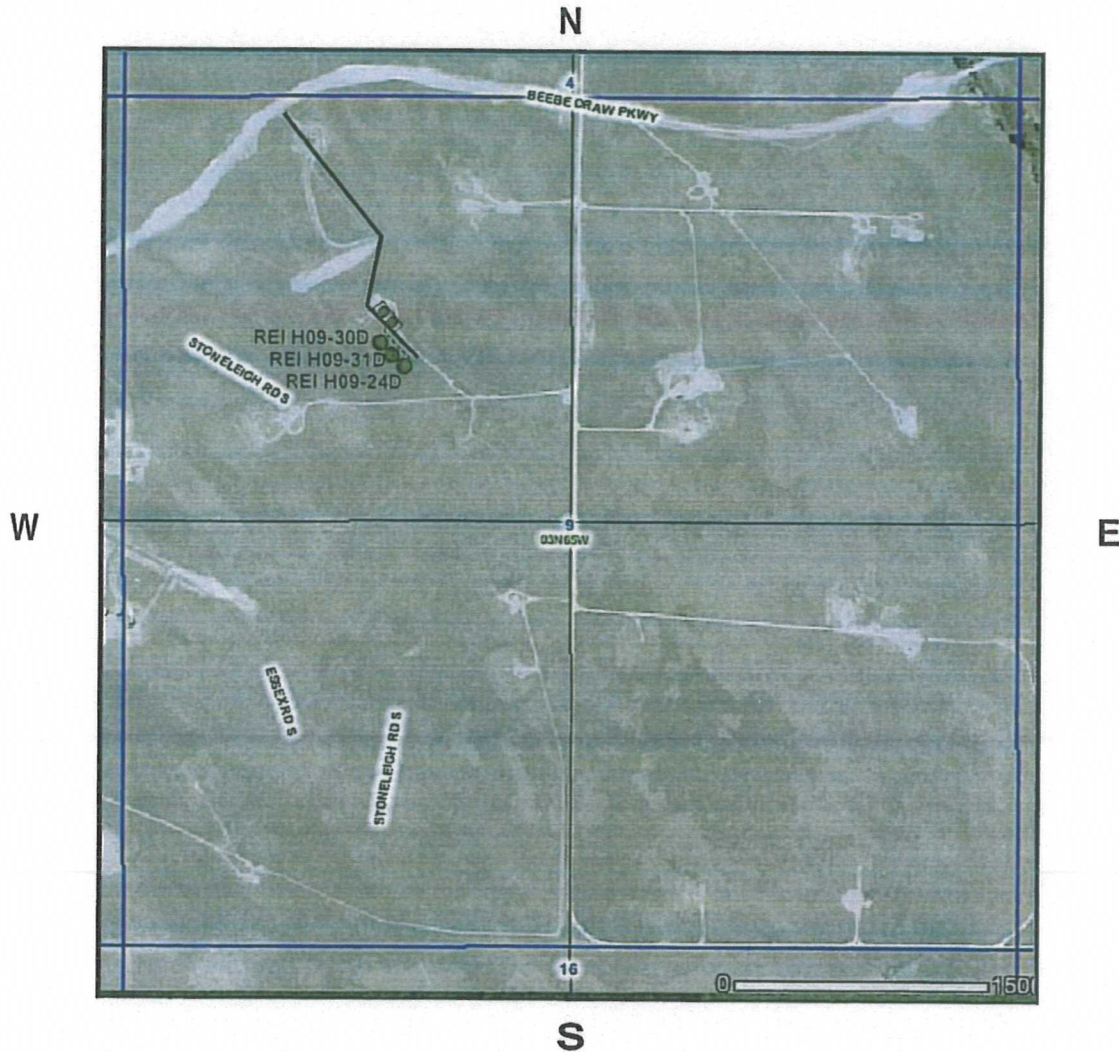
Township 3 North, Range 65 West, 6th P.M.
Section 9: NW/4

1. The drillsite and associated facilities shall be located in the NW/4, as shown on Exhibit "B" according to the governing regulations.
2. Consideration herein shall be for three (3) wells and the associated facilities shown on Exhibit "B".
3. All lands disturbed by Oil Company shall be restored, recontoured and reseeded in accordance with all applicable laws and regulations. Reseeding of each drillsite and all other disturbed areas will be performed at the first appropriate season following operations by a subcontractor approved by Surface Owner using a blend of grasses approved by Surface Owner, which approval shall not be unreasonably withheld, conditioned or delayed.
4. Oil Company agrees to be responsible for any alterations needed to existing fences for the purpose of drilling, testing, completing or production of the Wells herein proposed.
5. Oil Company agrees to bury all flowlines to a depth of forty-eight (48) inches below the surface of the ground.
6. Oil Company is authorized to occupy a maximum of three (3) acres for each of the Wells to be drilled on the Property during drilling and completion operations. If Oil Company's drillsites occupy more than three (3) acres, it shall pay Surface Owner additional consideration at the rate of _____ per additional acre, proportionately reduced.

Exhibit "B"

Attached to and by reference made a part of that certain Surface Use Agreement dated August 30, 2011, by and between Noble Energy, Inc. as "Oil Company" and REI Limited Liability Company, as "Surface Owner" covering the following lands:

Township 3 North, Range 65 West, 6th P.M.
Section 9: NW/4
Weld County, Colorado



Road Access



Flowline



Tank Battery

