

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 25th day of November, 2012, is made by and between the undersigned, Sherril B. Scharf whose address is P.O. Box 42, Merino, Colorado 80741, herein called "Owner", and Noble Energy, Inc., 1625 Broadway, Suite 2200, Denver, Colorado 80202, herein called "Noble";

WHEREAS, Owner represents that they are the surface owners and in possession of an interest in part or all of the surface estate for the following described lands in Weld County, Colorado, said land herein called "Lands", to wit;

Township 9 North, Range 58 West, 6th P.M.
Section 23: SW/4SW/4;

covering the following named well: FISCUS FEDERAL LD23-78HN.

WHEREAS, Owner recognizes that Noble has the right to conduct operations on the Lands pursuant to Oil & Gas Lease(s) covering the Lands and Owner and Noble desire to minimize any surface damage to the Lands and to reach an agreement regarding such surface damage;

NOW, THEREFORE, in consideration of the _____ and other valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Noble agree as follows:

1. Payment to Owner. Prior to commencement of drilling operations on the Lands, Noble shall pay Owner the following sum as full settlement and satisfaction of all damages growing out of, incident to, or in connection with the usual and customary exploration, drilling, stimulation, completion, re-stimulation, re-completion, deepening, reworking, equipping, production, maintenance, plugging and abandoning operations for the well(s) together with the installation, operation and maintenance of the associated flowline(s), access roads and production facilities, including without limitation, as all of the foregoing may be related to directional, horizontal or lateral wellbores unless otherwise specifically provided herein:

A.

for:

i. The proposed wellsite located on the Lands in which Owner owns a partial interest in the surface estate, together with any lands used for road purposes, production facilities, pipelines, flowlines or other necessary facilities in connection with the wellsite;

ii. A permanent subsurface easement for passage of any portion of the wellbore, whether producing or non-producing, including the right to occupy and use the

subsurface and the subsurface pore space displaced by the wellbore and all structures appurtenant thereto;

iii. Utility easements from third parties which may be necessary for the operation of an electric motor on a pump jack.

B. If, by reasons directly resulting from the operations of Noble, there is damage to real or personal property upon the Lands which is not associated with usual and customary operations, including, but not limited to, damage to livestock, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural water ways, such damage will be repaired or replaced by Noble, or Noble will pay reasonable compensation to Owner for such additional actual damage or an amount equal to the reasonable costs to repair such actual damages.

C. Owner agrees to notify any surface tenant that may be affected by Noble's operations on the Lands and Owner may allocate the payments made hereunder with such surface tenant as they shall mutually determine between themselves and Noble shall have no liability therefore.

2. Consultation. Prior to heavy equipment operations on each wellsite, Noble's representative will meet and consult with Owner (or Owner's representative) as to the location of the wellsite, access road, flowlines, tank batteries and other associated production facilities.

3. Noble Obligations. In conducting operations on the Lands, Noble shall:

A. Locate the wellsite, access road, flowlines, tank batteries and other associated production facilities as depicted on Exhibit "A" attached hereto and by this reference made a part of this Agreement.

B. Limit the size of the drill pad to approximately six (6) acres during any drilling, completion, recompletion or workover operations and shall be no more than one (1) acre in size per well during other periods. The area required for any tank battery location associated with each well shall be limited to approximately one acre in size per well upon completion of construction. Access roads shall be limited to approximately thirty (30) feet in width during drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations. The permanent access roads to the wellhead and tank battery location shall be limited to fifteen (15) feet in width.

C. Separate the topsoil at the time of excavation of pits so that the topsoil and subsurface soil can be placed back in proper order as nearly as possible.

D. Reclaim the wellsite as nearly as practicable to its original condition and if the location is in pasture, reseed the location with native grasses. Weather permitting, reclamation operations shall be completed within six months following drilling and

subsequent related operations, unless Noble and Owner mutually agree to postponement because of crop or other considerations.

E. Use reasonable efforts to keep the well, Lands, and production facilities free of weeds and debris.

F. Regarding a wellsite that is located in pasture or non-crop land, the Surface Owner shall have the option to either have Noble reseed the affected area at Noble sole cost, risk and expense, or reseed the affected area itself and receive payment from Noble in the amount of _____ upon notice of such reseeded by Surface Owner. Such payment will constitute Surface Owner's acceptance of responsibility for compliance with COGCC Rule 1003.e.(2), Revegetation of Non-Crop Lands, insofar as any perennial forage crops that were present before disturbance shall be re-established.

G. Alcohol, Dogs, Firearms and Hunting Prohibited. Noble agrees that no alcohol, dogs (included those confined in a car), firearms or weapons (including cross-bows) or hunting shall be allowed on the property covered by this Agreement without the express written consent of the Owner. No recreational use, including but not limited to, camping, hunting, fishing, foot traffic or similar activities are allowed at any time by Noble or agents, representatives or contractors' of Noble.

H. Discharges. Noble shall use reasonable efforts to not allow any discharge of any oil, condensate, saltwater, or any substance used in drilling or production onto the Lands under any circumstances. Prior to commencing production from any well on the Lands, the tanks and other storage vessels shall be enclosed by an earthen berm or man-made structure of sufficient height to contain any discharge which might inadvertently occur. In the event of unintentional discharge, Noble shall restore the affected area to its original condition insofar as reasonably practical. Restoration shall include, but is not limited to, correction of any erosion damage and removal of any contaminated soil and replacement with uncontaminated soil.

I. Fences. Noble shall install fences around any dangerous area, including but not limited to, any pits where Noble drills any new wells. Noble shall pay all costs associated with installation, maintenance and materials necessary to construct such fences.

i. Noble may make fence openings upon the Lands receiving permission by the Owner to provide reasonable, uninterrupted entry and departure as may be necessary for operations. Noble shall install cattle guards and gates of customary size and quality for the type of traffic used in such operations. All fences shall be repaired in a manner consistent with surrounding fences and reasonable and customary ranching practices.

ii. Noble agrees that no fences shall be cut or altered without prior written permission of the Owner. All gates shall be left as found.

J. Indemnity. Noble shall indemnify and hold Owner harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Noble's operations on the Lands including, but not limited to, environmental issues, erosion, sedimentation, surface damage, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, strict liability, or statutory liability, unless such claims result from the sole negligence, gross negligence or willful misconduct of Owner. Noble further covenants and agrees to defend any suits brought against Owner on any claims, and to pay any judgment against Owner resulting from any suit or suits, together with all costs and expenses relating to any claims, including reasonable attorney's fees, arising from Noble's operations on the Lands unless such claims result from the sole negligence, gross negligence or willful misconduct of Owner. Owner, if it so elects, shall have the right to participate in its defense in any suit or suits in which it may be a party, inclusive of using separate counsel due to any conflicts that may arise, without relieving Noble of the obligation to defend Owner. Owner shall have the right to employ separate counsel in any action, suit or proceeding if, in accord with applicable codes or rules of attorney conduct, there would be an unwaivable or unwaived conflict of interest between Noble and Owner so that they cannot be represented by the same counsel and, under such circumstances, the fees and expenses of such separate counsel shall be paid solely by Noble.

K. Livestock. If it is necessary to move cattle or other livestock in order for Noble to conduct activities, the cost to move cattle or other livestock shall be borne by the Noble, including but not limited to transportation, labor, feed, and other costs associated with the movement of the cattle or other livestock. The cost to move cattle or other livestock shall be paid in full prior to moving or transportation of cattle or other livestock. In no event shall Owner be liable to Noble for any damage caused by livestock to Noble's Facilities.

L. Maintenance and General Operations. Noble shall at all times keep the well sites, road rights-of-way, facility locations, and other areas disturbed by Noble safe and in good order, free of noxious weeds, litter, and debris. Noble shall dispose of all litter, sewage, and debris off of Owner's property at an approved disposal site. Using reasonable efforts, Noble shall not allow or permit erosion to continue on any disturbed sites and shall promptly repair, reclaim and reseed all erosion sites. Noble shall use reasonable efforts to not permit the release or discharge of any toxic or hazardous chemicals or wastes on the Lands. All cattle guards and fences installed by Noble shall be kept clean and in good repair.

M. Minimize Impact. Noble shall at all times use reasonable efforts to minimize the impact of its operations on the Lands. Whenever possible and reasonably appropriate for its operations, Noble shall consolidate its facilities for as many wells as practical, locate in-coming power at a center point, construct underground power lines whenever possible, and place all roads, pipelines and power lines in the same corridor. To minimize the visual impact on the landscape of the Lands, Noble shall keep buildings

and structures using earth tones on the exterior thereof. Noble shall at all times keep well locations, road right-of-way and other areas used by Noble safe and in good order, free of litter and debris.

N. Offices or Living Quarters. Noble, its agents, employees or contractors shall not construct or use the Land for the purpose of living quarters or offices.

O. Other. Any building, structures or other facilities, compression, seismic operations and other items not specifically mentioned in this Agreement shall be negotiated under a separate agreement.

P. Stacking of Rigs and Equipment. The Noble, its agents, employees or contractors shall not stack or store rigs or other equipment, supplies, or parts on the Lands, except during drilling, reworking, or construction operations, without prior written permission of the Owner.

Q. Prevention; Dust Suppression. Noble shall use reasonable means to prevent washed, erosion, run-off problems, ruts or other property damage. Noble shall monitor and promptly correct any erosion caused by Noble's activities. Noble shall install water bars as necessary. Noble shall supply dust suppression when reasonably necessary.

4. Waiver of Thirty Day Notice. Owner hereby waives the minimum thirty-day written notice requirement described in the Notice Letter provided by Noble to Owner when it initially gave notice of its intent to drill on the Lands.

5. Successors and Assigns. When Noble is used in this Agreement, it shall also mean the successors and assigns of Noble, as well as its employees and officers, agents, affiliates, contractors, subcontractors and/or purchasers. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Owner and Noble and may be executed in counterparts.

6. Confidentiality. Owner agrees to keep the amount of consideration paid hereunder by Noble confidential and shall not disclose such information without the advance written consent from Noble. Noble may record a memorandum evidencing the existence of this Agreement.

7. Governing Law/Venue. This Agreement shall be interpreted according to the laws of the State of Colorado. Venue for any dispute shall be Weld County, Colorado.

8. Written Modifications/Notices. This Agreement may only be amended in writing signed by both parties. All notices to either party shall be in writing addressed to the parties at the address first set forth above.

AGREED TO AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

OWNER: SHERRIL B. SCHARF

By: Sherril B. Scharf
Sherril B. Scharf

NOBLE ENERGY, INC.

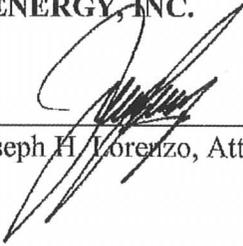
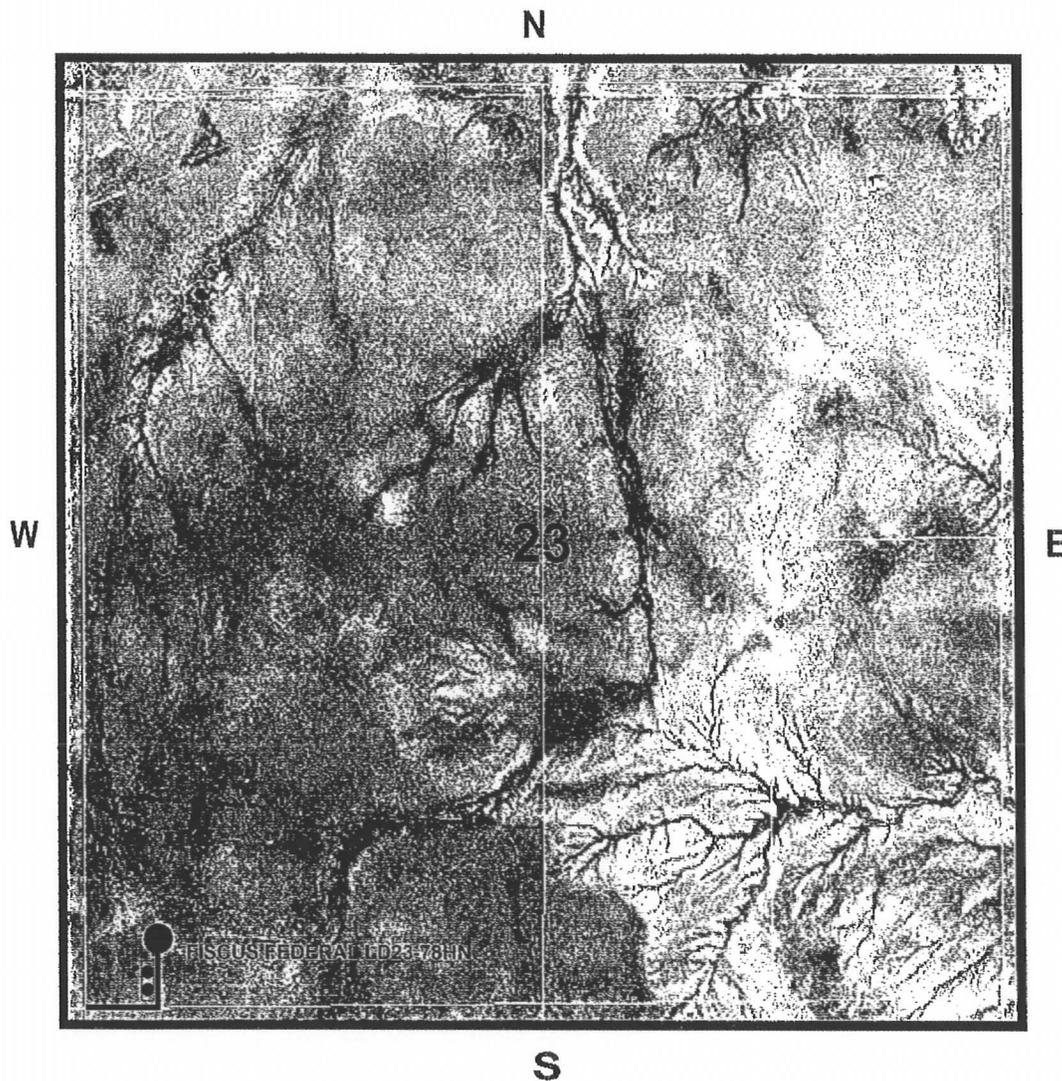
By:  *W/PL*
Joseph H. Lorenzo, Attorney-In-Fact

Exhibit "A"

Attached to and by reference made a part of that certain Surface Use Agreement dated NOVEMBER 25, 2012, by and between Sherril B. Scharf as "Owner", and Noble Energy, Inc. as "Noble" covering the following lands:

Township 9 North, Range 58 West, 6th P.M.
Section 23: SW/4SW/4
Weld County, Colorado



- Road Access
- Flowline
- Tank Battery