

## INTERIM SURFACE USE AGREEMENT

This Interim Surface Use Agreement ("Interim Agreement") is executed this 21<sup>st</sup> day of June, 2012, between **Guttersen Ranches, LLC**, a Colorado Limited Liability Company ("Guttersen"), and **Noble Energy, Inc.**, a Delaware Corporation ("Noble").

### RECITALS

(A) Noble and Guttersen are parties to a Surface Use Agreement dated December 31, 1992 and other agreements with regard to activities of Noble on the Guttersen Ranch (collectively, the "1992 SUA").

(B) In order to expedite the processing of drilling permits, to facilitate operations of Noble on the Guttersen Ranch, and to document related payments to Guttersen, the parties intend to enter into this Interim Agreement.

(C) Noble has drilled the wells listed on Schedule A on Guttersen Ranch under the 1992 SUA, but is willing to make payments to Guttersen in addition to the payments due and owing under the 1992 SUA (the "Previously Drilled Wells").

(D) Noble intends to drill additional wells on the Guttersen Ranch during the Term of this Interim Agreement, including but not limited to the wells described on Schedule B (the "Scheduled Wells").

(E) This Interim Agreement is supplemental to the 1992 SUA, and Noble and Guttersen and will continue to have all of the rights and duties that they now have pursuant to (i) the 1992 SUA, (ii) previous written agreement(s) between Guttersen and Noble and (iii) the Oil and Gas Leases.

**NOW, THEREFORE**, in consideration of the covenants, promises and undertakings herein, the parties agree as follows:

(1) **Recitals**. The above recitals are incorporated by reference as provisions of this Agreement.

(2) **Term**. This Interim Agreement shall be effective from April 1, 2012 until the later of (i) the drilling and completion all the Scheduled Wells or (ii) September 30, 2014 (the "Term").

(3) **Payments to Guttersen**. (a) Noble shall pay to Guttersen a single payment of \_\_\_\_\_ in full and final compensation for all the Previously Drilled Wells and (b) for any well, including but not limited to the Scheduled Wells, drilled during the Term, Noble agrees to pay Guttersen (i) the sum \_\_\_\_\_ each vertical or directional well drilled on the Guttersen Ranch pursuant to Rule 318(A) and 318(A)(e); (ii) the sum \_\_\_\_\_

for each vertical well which qualifies as a Greater Wattenberg Area (GWA) Infill Well including locating an Infill Well and a surface so that a vertical drilling technique may be utilized; and (iii) the sum of \_\_\_\_\_ for each horizontal well drilled on Guttersen land. All payments made pursuant to this Section 3 shall be tendered to Guttersen prior to drilling operations for the respective well.

(4) After consultation with Noble as provided below, Guttersen agrees to provide all requested waivers and consents necessary to obtain a permit to drill any well required by the Colorado Oil and Gas Conservation Commission ("COGCC") or any local jurisdiction, including but not limited to necessary property line waivers required under COGCC Rule 603, waivers as to any other state or local setback requirements, waivers or consents to any requirement or regulation that may prohibit or interfere with obtaining any necessary permits to drill wells for any requirement or regulation that are or become inconsistent with this Agreement. No such waiver is required for any of the Scheduled Wells. Guttersen will not object in any forum to the use by Noble of the surface of the lands of the Guttersen Ranch consistent with the 1992 SUA and that it will also provide Noble with whatever support in writing Noble may reasonably require to obtain permits from COGCC or any local jurisdiction. Noble shall continue to consult in good faith with Guttersen concerning the location of any wells to be drilled during the Term of this Interim Agreement that are in addition to the Scheduled Wells. Following consultations between Noble and Guttersen, Guttersen shall either consent to any and all well locations and/or location of flowlines, production facilities, other equipment and access that are in addition to the Scheduled Wells or facilities associated with the Scheduled Wells and shall further provide any necessary COGCC waivers as described herein, or, in the event Guttersen reasonably determines that the consultation did not reflect due regard for use of the surface by Noble, Guttersen may withhold its consent and grant of waivers by giving written notice to Noble with Guttersen's preferred alternatives for well, flowline facility and/or access locations. Noble agrees, despite any such consents and waivers, to locate wells at a distance of at least 500 feet from the LF Ranch and Two E Ranch headquarters buildings. Guttersen hereby waives the minimum thirty (30) day written notice requirements as set forth in COGCC Rule 305 for all Scheduled Wells, and agrees to a similar waiver after consultation for any wells in addition to the Scheduled Wells.

(5) **Prior Agreement.** The parties will continue to fulfill and comply with the 1992 SUA, but the 1992 SUA shall be modified by this Interim Agreement during the Term. If there is any conflict between this Interim Agreement and the 1992 SUA, the terms of this Interim Agreement shall control

(6) **Oil and Gas Leases.** The Oil and Gas Leases referred are the leases received by Mel T. Bedinger recorded in Book 518, Reception No. 1440221 (LF Ranch) dated July 2, 1964, and in Book 523, Reception No. 1444837 (Two E Ranches, Inc.), the provisions of which shall be applicable to the extent Guttersen owns or has previously owned the minerals referred to therein.

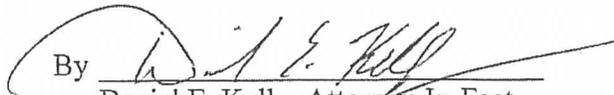
[Remainder of Page Intentionally Left Blank]

Dated and executed as of the day and year first above written.

**GUTTERSEN RANCHES, LLC**

By   
Mike Gutteresen, Manager

**NOBLE ENERGY, INC.,**  
a Delaware Corporation

By   
Daniel E. Kelly, Attorney-In-Fact  
DK

Schedule A

Previously Drilled Wells

Well Name	API	Spud Date
ALOYSIUS C34-18	05-123-31157	09/04/10
ALOYSIUS C34-21D	05-123-31170	09/08/10
ALOYSIUS C34-28D	05-123-31196	11/07/10
ALOYSIUS C34-22D	05-123-3118	10/01/10
ALOYSIUS C34-24	05-123-31165	09/27/10
ALOYSIUS C34-31	05-123-31158	09/24/10
GUTTERSEN STATE D16-18	05-123-30881	5/25/2010
GUTTERSEN STATE D16-21	05-123-30848	5/29/2010
GUTTERSEN STATE D16-27	05-123-31043	6/1/2010
GUTTERSEN STATE D16-33	05-123-30878	6/16/2010
GUTTERSEN STATE D16-32D	05-123-30866	6/20/2010
GUTTERSEN D16-28	05-123-31404	10/14/2010
ALOYSIUS C34-99HZ	05-123-32694	12/28/2010
GUTTERSEN D29-99HZ	05-123-32709	3/21/2011
SPIKE STATE D16-99HZ	05-123-32821	4/7/2011
GUTTERSEN D28-79HN	05-123-33223	4/24/2011
CODY D03-28	05-123-31850	5/3/2011
GUTTERSEN D22-22	05-123-32997	5/8/2011
GUTTERSEN D29-33D	05-123-33242	5/10/2011
GUTTERSEN D29-65HN	05-123-33277	5/10/2011
GUTTERSEN D22-24	05-123-32998	5/17/2011
GUTTERSEN D03-33D	05-123-31910	5/25/11
GUTTERSEN D02-75HN	05-123-33326	5/25/11
TANIA D11-28	05-123-33329	5/25/11
TANIA D11-27D	05-123-33327	5/25/11
GUTTERSEN D22-27	05-123-32788	5/26/2011
GUTTERSEN D22-28	05-123-33204	5/31/2011
GUTTERSEN D23-20	05-123-33128	6/5/2011
ABBEY D01-23	05-123-30003	6/10/2011
GUTTERSEN D10-30D	05-123-29213	8/17/11
GUTTERSEN D09-27D	05-123-33746	8/17/11
KARCH D10-22	05-123-32939	7/13/11
SPIKE STATE D10-21D	05-123-33612	7/13/11
GUTTERSEN STATE CC20-30D	05-123-31152	7/8/2011
GUTTERSEN STATE CC20-31D	05-123-31147	7/14/2011
GUTTERSEN STATE CC20-	05-123-31173	10/25/2011

Well Name	API	Spud Date
32D		
GUTTERSEN STATE CC20-33D	05-123-31178	10/25/2011
GUTTERSEN D22-18	05-123-32941	8/2/2011
GUTTERSEN D25-17	05-123-33662	8/17/2011
GUTTERSEN D02-32D	05-123-34143	9/17/2011
GUTTERSEN D01-31D	05-123-34242	10/21/2011
ABBAY D01-32D	05-123-31779	10/13/2011
GUTTERSEN STATE D28-29D	05-123-34385	10/7/2011
GUTTERSEN STATE D28-30D	05-123-34353	10/1/2011
GUTTERSEN D29-31D	05-123-34500	10/11/2011
GUTTERSEN C33-31D	05-123-34506	10/28/2011
GUTTERSEN C33-32	05-123-34507	11/4/2011
GUTTERSEN C33-33D	05-123-34505	11/9/2011
GUTTERSEN D14-32	05-123-34544	11/16/2011
BECCA D03-24	05-123-31915	2/10/2012
DONOVAN D02-30D	05-123-31847	2/25/2012
GUTTERSEN D02-25D	05-123-35037	6/2/2012
GUTTERSEN D02-33D	05-123-35036	5/22/2012
GUTTERSEN D11-29D	05-123-35039	5/27/2012
GUTTERSEN USX D21-17	05-123-34844	3/28/2012
GUTTERSEN USX D21-27D	05-123-34836	4/1/2012
GUTTERSEN USX D21-28D	05-123-34850	3/23/2012
GUTTERSEN USX D22-30D	05-123-34835	4/5/2012
GUTTERSEN D04-30D	05-123-33985	5/23/2012
GUTTERSEN D04-31D	05-123-33987	5/16/2012
GUTTERSEN D04-69HN	05-123-34094	5/27/2012
GUTTERSEN STATE D28-18D	05-123-35120	4/24/2012
GUTTERSEN STATE D28-28D	05-123-35121	4/28/2012

**Schedule B**

**Scheduled Wells**

<b>Well Name</b>
CHANDLER D23-79HN
GUTTERSEN D23-69HN
GUTTERSEN STATE D16-63-1HN
GUTTERSEN STATE D16-65-1HN
GUTTERSEN D29-67HN
GUTTERSEN D29-69HN
GUTTERSEN D30-68-1HN
GUTTERSEN D30-69-1HN
GUTTERSEN STATE D28-21D
GUTTERSEN STATE D28-24D
GUTTERSEN D21-32
GUTTERSEN USX D21-20D
GUTTERSEN USX D21-21D
GUTTERSEN USX D21-24D
GUTTERSEN USX D21-25
GUTTERSEN USX D21-33D
GUTTERSEN D10-18
GUTTERSEN D10-27D
SPIKE D10-20D
GUTTERSEN D10-28D
GUTTERSEN D25-22D
GUTTERSEN D03-21D
GUTTERSEN D03-30D
GUTTERSEN D09-23
GUTTERSEN D15-25D
GUTTERSEN D23-30D
GUTTERSEN D01-20D
GUTTERSEN D01-21
GUTTERSEN D01-22D
GUTTERSEN D01-24D
GUTTERSEN D01-33D
GUTTERSEN D11-31D
GUTTERSEN D11-32D
GUTTERSEN D11-33D
GUTTERSEN D14-30D
GUTTERS EN D14-31D
GUTTERSEN D33-24

<b>Well Name</b>
GUTTERSEN Y04-27D
GUTTERSEN D33-17
GUTTERSEN D33-18D
GUTTERSEN D34-31D
GUTTERSEN D12-27D
GUTTERSEN D12-28D
GUTTERSEN D12-24D
GUTTERSEN D12-29D
GUTTERSEN STATE D12-18D
GUTTERSEN STATE D12-21
GUTTERSEN D12-30D
GUTTERSEN D12-31D
GUTTERSEN D12-32D