

SURFACE USE AGREEMENT AND GRANT OF EASEMENT

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENT ("Agreement"), effective this 10th day of April, 2014, ("Effective Date") is made by and between Dinner/Coalview Farm, LLC; Stephen D. Barnett and Mark R. Barnett, Trustees of the Rae Barnett Weiland Revocable Trust dated August 1, 1983; William M. Dinner and Lynne Dinner as Joint Tenants; Debora Gail Rosenfeld and Edward F. Rosenfeld as Joint Tenants; Dara Lisa Dinner and David Walker as Joint Tenants; Michael Allan Segal and Marjorie Segal as Joint Tenants; whose address, for purposes of this Agreement, is 1814 14th Ave., Greeley, CO 80631 ("Owner"), and NOBLE ENERGY, INC., a Delaware corporation, the address of which, for purposes of this Agreement, is 1625 Broadway, Suite 2200, Denver, Colorado 80202 ("Noble"). Owner and Noble are each a "Party" and collectively are the "Parties."

RECITALS

A. Owner represents that it owns the surface estate for the following described lands in Weld County, Colorado, said lands herein referred to as the "Property":

Township 4 North, Range 65 West, 6th P.M.
Section 1: SE/4NE/4, E/2SW/4NE/4, E/2SE/4, E/2W/2SE/4.

B. Noble desires to use the Property, and Owner and Noble desire to address the terms and conditions of such use in connection with Noble's development of oil and gas prospects from the mineral leasehold estate, some or all of which is now owned by Noble. Noble represents that it is authorized to enter into this Agreement and to perform all Operations provided herein. Owner recognizes that Noble's conducting oil and gas operations on the Property pursuant to this Agreement will include, but is not limited to the following: permitting, obtaining consents and waivers, environmental impact assessments and evaluations, surveying, seismic activity, water recycling, exploration, drilling, stimulation, completion, re-stimulation, re-completion, deepening, reworking, equipping, production, maintenance, plugging and abandoning of wells, together with accessing, inspection, construction, erection, installation, operation, maintenance, repair, removal, replacement, expansion, testing, updating, upgrade, ownership, and use of related facilities including gathering, storage, and processing facilities, as well as associated flowlines, access roads, and related buildings, fencing, and equipment, as all of the foregoing may be related to vertical, directional, horizontal or lateral wellbores as set forth in this Agreement ("Operations").

C. Owner and Noble desire to mitigate any surface damage to the Property and to set forth their agreements with respect to future Operations on the Property, to accommodate Operations by Noble and use and development of the surface by Owner, and to provide for cooperation between the Parties and the mutual enjoyment of the Party's respective rights in and to the Property.

D. This Agreement sets forth the Parties' rights and obligations regarding the development and use of the Property by Owner and Operations conducted by Noble.

E. The Parties intend that, for purposes of this Agreement, references to Noble and Owner include their respective agents, officers, employees, contractors, subcontractors, licensees, members, affiliates, purchasers, assigns and successors, even if assigns and successors are not specifically referenced.

F. This Agreement is subject to any existing rights of Noble and Owner in or to the Property pursuant to any mineral lease, mineral deed or similar instrument granting rights to develop the mineral estate, but Noble will hold Owner harmless from any claims that the Operations violate any rights of third party leasehold or mineral estates, unless Owner has actual knowledge thereof.

AGREEMENT

NOW, THEREFORE, in consideration of ten dollars and other valuable consideration, the covenants made in this Agreement and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby confessed and acknowledged, the Parties agree as follows:

Section 1. Term of Agreement.

Each of the Parties covenants and agrees that it shall strictly observe the terms and conditions regarding surface occupancy set forth in this Agreement. This Agreement, and the rights and benefits granted and created herein shall be effective as of the Effective Date and shall continue in full force and effect until the later to occur of (i) permanent cessation of Operations being conducted on the Property, or (ii) the date that is five years from the Effective Date (the "Term"), and in either event, such time as Noble has plugged and abandoned all wells owned or operated by Noble and has complied with all requirements of all applicable oil and gas leases and applicable laws, rules and regulations pertaining to removal of equipment, reclamation, and clean-up, all of which will be timely performed by Noble.

Section 2. Use of Property.

A. Owner shall set aside and provide to Noble, for Noble's exclusive use subject only to landscaping installed pursuant to Section 10(B) of this Agreement, that portion of the Property consisting of approximately twenty four and nine tenths of an acre (24.9) acres as depicted on **Exhibit A** (the parcels on Exhibit A are collectively the "Exclusive Area," and each is an "Exclusive Area") and comprising four (4) separate parcels as follows:

Parcel	Acres
G01 Production Facility	6.3
C06-33-A Well Pad	6.2
C06-32-A Well Pad	6.2
G01-8-A Well Pad	6.2
Total	24.9

The parcels designated as "well pads" will be used for the drilling, completion and operation of the wells, but will not be used for the location of production facilities.

The Exclusive Area, as well as the Access Road Area and Pipeline Area depicted on Exhibit A (the "Access Road Area" and "Pipeline Area," respectively, and as further defined below) shall be made available to Noble in their present condition, as is, with all faults, for any Operations conducted by Noble. Nothing contained in this section shall be construed as prohibiting Noble from exercising any right it has to use the surface of the Property outside of the Exclusive Area, Access Road Area, and Pipeline Area pursuant to any mineral leases, mineral deed or similar instrument granting Noble the right to develop the mineral estate.

B. Noble is hereby granted an exclusive easement, during the term of this Agreement, to drill oil and gas wells on the Property, as shown on Exhibit A, including horizontal and directional wells that produce from and drain all or portions of the Property or any adjacent properties, provided that such locations must be permitted locations under the then applicable well spacing regulations of the Colorado Oil and Gas Conservation Commission ("COGCC") or exceptions granted thereto by the Director of the COGCC or to the extent Owner consents to modify Exhibit A, subject to the well spacing as set forth in Exhibit A. As part of the consideration for this Agreement, Owner hereby waives its right to, and covenants that Owner shall not protest or object to any such exception location or application for the same by Noble, provided that such exception location is shown on Exhibit A or is otherwise described herein by location and access and is otherwise consistent with this Agreement. The bottom hole locations for each of the future wells will be determined by Noble in the ordinary course of Noble's economic, engineering and geologic evaluations of potential oil and gas well drill sites. Exhibit A represents lands for potential future Operations, but Noble makes no commitment to drill any well on these lands.

C. Noble is hereby granted a subsurface easement, during the term of this Agreement, for passage of any portion of any well bore for any of the future wells located in the Exclusive Area as shown on Exhibit A, whether producing or nonproducing, including the right to occupy and use the subsurface pore space displaced by the well bore and all structures appurtenant thereto. In the event Noble seeks to enlarge the Exclusive Area, the Access Road Area and/or the Pipeline Area, Noble shall consult with Owner and enter into an Amendment of this Agreement. Said Amendment will need to be agreed to in writing by Noble and Owner. If Noble engages in operations outside of those areas, Noble shall enter into a separate Surface Use Agreement with Owner before engaging in such activity. In the event Noble elects to drill more than six (6) wells pursuant to this Agreement, Noble shall pay additional consideration to Owner, the amount of which shall be negotiated and mutually agreed upon by the Parties.

D. Noble agrees to enclose the Exclusive Areas with fences, the design and material of which shall be mutually agreed to by Noble and Owner.

Section 3. Sound and Visual Mitigation.

Noble shall undertake reasonable efforts to mitigate the visual and sound effects of Noble's Operations on the Property, including but not limited to, the installation of berms and

use of sound walls. Noble agrees to consult with Owner before implementing any mitigation measures.

Section 4. Access Road Area.

Owner shall provide Noble with continuous access to the Property, the Exclusive Area, and the Pipeline Area, over and across roadways now or hereafter located within the Property (the "Access Road Area"), as depicted as "Access Road Area" on Exhibit A. Noble shall be responsible at its sole cost for the maintenance and improvement of the Access Road Area as defined in Exhibit A or hereafter amended. It is Noble's intent to confine the location of the Access Road Area to the corridors set forth in Exhibit A. Either Party, however, may propose relocation of an Access Road Area to a location other than the location indicated on Exhibit A, or Noble may propose an additional roadway

outside of the Access Road Area. Such relocation or additional roadway shall be subject to the consent of the other Party, which consent shall not be unreasonably withheld. The Party proposing the relocation of the Access Road Area shall bear all costs associated with the relocation.

Section 5. Flowlines, Gathering Lines and Other Pipelines.

Noble has a continuing right and entitlement to install, own, operate, maintain, repair and replace all flowlines, gathering lines and other pipelines ("Pipeline Area") that may be necessary or convenient to its Operations on the Property, depicted as "Pipeline Area" on Exhibit A. Owner further agrees to execute a recordable Pipeline Right-of-Way Grant for all pipelines constructed in the Pipeline Area. It is Noble's intent to confine the location of such Pipeline Area to what is set forth in Exhibit A. Either Party, however, may propose relocation of a Pipeline Area (including existing pipelines within the Pipeline Area) to a location other than the location indicated on Exhibit A, or Noble may propose an additional pipeline right of way outside of the Pipeline Area. Such relocation or additional pipeline right of way shall be subject to the consent of the other Party, which consent shall not be unreasonably withheld. The Party proposing the relocation of the Pipeline Area shall bear all costs associated with the relocation. Within a reasonable time after the completion of a pipeline not otherwise depicted on Exhibit A, Noble shall provide an as-built survey of the pipeline to Owner, which shall be used as an exhibit to the recordable Pipeline Right-of-Way Grant described above.

Section 6. Consultation with Owner.

In the event Noble intends to conduct any Operations outside of the Exclusive Area, Access Road Area, or Pipeline Area, Noble shall provide Owner with twenty (20) days' notice and following the receipt of such notice, at the request of Owner, Noble's representative shall meet and consult with the Owner (or Owner's representative), on the site, as to the exact location of the Property it requests to use including all access thereto and therefrom. Noble and Owner will negotiate in good faith with the intention that they shall determine mutually acceptable consideration and other terms for performing Operations outside of the Exclusive Area, Pipeline Area, and Access Road Area.

Section 7. Consents and Waivers.

A. Consistent with Paragraphs 2.A. and 2.C., throughout the term of this Agreement and for the consideration described herein, Noble is hereby expressly granted consent to locate any number of wells within the Exclusive Area, and for each well Noble proposes within the Exclusive Area, Owner shall fully support Noble's efforts to permit such wells including granting consent to locate any well greater than fifty (50) feet from an existing well pursuant to COGCC Rule 318A.(c) and granting consent to locate any well outside of the GWA windows as defined in COGCC Rule 318A.(a).

B. Owner will not locate any lot line, building, or structure within the Exclusive Area, or within any setback area required under the current COGCC rules and regulations in place as of the effective date of this Agreement that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines. In order to give full effect to the purposes of this Agreement, Owner hereby waives its right to object to the location of any of Noble's facilities on the basis of setback requirements in the rules and regulations of the COGCC, as they may be amended from time to time, provided that in no event shall such waiver be construed as permitting any Operation or location of any structure, improvement or equipment by Noble outside the Exclusive Area, Access Road Area, or Pipeline Area. Noble or its successors and assigns may cite the waiver in this paragraph in order to obtain a location exception or variance under COGCC rules or from any other state or local governmental body. Owner agrees not to object to Noble's use of the surface in the Exclusive Area, Access Road Area or Pipeline Area so long as such use is consistent with this Agreement. Owner will provide Noble or its successors and assigns with whatever written support they may reasonably require to obtain permits from the COGCC or any state or local jurisdiction.

Section 8. Surface Damages.

A. Subject to the terms and conditions of this Agreement, Owner hereby waives all surface damage payments pursuant to any COGCC or local regulation, state statute, common law or prior agreement, related to Noble's Operations located on the Property within the Exclusive Area, Access Road Area or Pipeline Area and also including, but not limited to, any roadway, flowline, or pipeline constructed pursuant to this Agreement. Noble may provide a copy of this Agreement to the COGCC as evidence of this waiver.

Nonetheless, Noble shall be required to conduct its Operations on the Property in a safe and secure manner pursuant to any and all COGCC or local regulations, state statute, common law or prior agreement related to or in connection with Noble's Operations located on the Property and specifically within the Exclusive Area, Access Road Area or Pipeline Area and also including, but not limited to, any roadway, flowline, or pipeline constructed pursuant to this Agreement. Noble may provide a copy of this Agreement to the COGCC as evidence of this waiver.

B. Noble shall pay Owner a sum, as set forth in that certain agreement between Noble and Owner dated as of April 10th, 2014 ("Letter Agreement") entered into between Owner and Noble, as full settlement and satisfaction of all damages growing out of, incident to, or in connection with usual and customary Operations located on the Property except as set forth in this Agreement.

Section 9. Other Damages.

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

B. Owner agrees to notify any surface tenant that may be affected by Operations on the Property 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 therefor.

Owner agrees to indemnify Noble against any claim brought by any surface tenant on the Property for damages directly caused by the Operations.

Section 10. Environmental Indemnity.

A. Noble shall protect, indemnify, and hold harmless Owner, and any subsequent owner of the Property from any Environmental Claims relating to the Property or oil and gas leasehold thereunder that arise out of operations located on the Property; provided, however, Noble will not protect, indemnify, and hold harmless Owner, and any subsequent owner of the Property, from any Environmental Claim arising out of a pre-existing condition which existed on the Property at the time Noble executed this Agreement. Owner shall fully protect, defend, indemnify and hold harmless Noble, along with any of Noble's successors or assigns, from any and all Environmental Claims relating to the Property that arise out of Owner's use of the Property.

B. "Environmental Claims" shall mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from Operations on or ownership of the Property or ownership of the oil and gas leasehold interest, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including, but not limited to, any Claims arising from Environmental Laws. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any Party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party.

C. "Claim" shall mean any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims.

D. "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order (whether currently existing or hereafter adopted) of any federal, state or local governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901, *et seq.*), the Clean Water Act (33 U.S.C. §§ 466, *et seq.*), the Safe Drinking Water Act (14 U.S.C. § 1401, *et seq.*), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801, *et seq.*), the Clean Air Act (42 U.S.C. § 7401, *et seq.*), and the Toxic Substances Control Act (15 U.S.C. § 2601, *et seq.*).

E. Owner represents that Owner has no actual knowledge of any material latent condition or defect on the Property that would subject Noble to an Environmental Claim.

Section 11. Operational Restrictions.

A. Noble shall use the Property only for Operations and the placements of wellheads, separators, dehydrators, compressors, normal well site storage tanks, temporary or permanent structures, buildings for maintenance, office, security, and storage purposes, equipment and related facilities. Noble shall not store any item unrelated to Operations without the prior written consent of Owner.

B. Owner, at its own risk and expense, shall have the right to install landscaping and other improvements outside the Exclusive Area for the purpose of buffering or isolating the Exclusive Area from the Property or the remainder of Owner's adjacent lands, provided that Owner shall not unreasonably inhibit Noble's access to the Exclusive Area or unreasonably inhibit Noble's Operations within the Exclusive Area by such landscaping or other improvements. Owner shall be responsible for the maintenance of all landscaping installed pursuant to this Section 10(B).

Section 12. Compliance with Applicable Laws.

Owner and Noble shall each, at all times, conduct their respective operations on or about the Property in compliance with the requirements of any applicable laws, rules, regulations, and requirements imposed by any governmental agency, including, without limitation, the COGCC. Owner hereby waives any private right of action against Noble for any noncompliance by Noble with COGCC requirements.

Section 13. Insurance.

Before and during Operations on the Property, Noble shall at all times maintain appropriate insurance, including, without limitation, workers compensation insurance, in compliance with Colorado law for its employees or contractors involved in the conduct of Operations on any portion of the Property and general public liability insurance in such amounts as are customarily

maintained for Operations similar to those conducted by Noble. Noble may self-insure such risks in a manner which is consistent with its internal risk retention policies and procedures and

provided that such self-insurance provides as much coverage as the above-delineated insurance policies.

Section 14. Land Development.

Owner acknowledges that it is the intent of Noble to conduct the Operations on the Property and Owner shall use best efforts in their use and development of the surface so as not to unreasonably interfere with such Operations. Owner shall promptly notify Noble of any planned real estate development, new irrigation system (e.g. pivots), residences, or other structures to be installed or located on the Property after the Effective Date or of any plans to move any irrigation systems, residences, or other structures located on the Property before the Effective Date.

Section 15. Governing Law, Jurisdiction, and Venue.

It is expressly understood and agreed by and between the Parties that this Agreement shall be governed by and its terms construed under the laws of the State of Colorado. The Parties further expressly acknowledge and agree that jurisdiction and venue for any actions arising out of or in connection with this Agreement shall be in the District Court in the County of Weld, State of Colorado. In any civil litigation arising out of this Agreement, trial shall be to the Court and each Party waives all rights to trial by jury. Each Party acknowledges and represents that it makes this waiver knowingly, voluntarily, and intentionally and after careful consideration of the ramifications of this waiver with legal counsel.

Section 16. Force Majeure.

In the event that Owner or Noble shall be delayed in, hindered in, or prevented from the performance of, any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, restrictive governmental laws or regulations, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. To the extent a moratorium or a restrictive governmental law or regulation prevents Noble from performing Operations the Term, as set forth in Section 1 of this Agreement, shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place.

Section 17. Assignment.

This Agreement shall be assignable, in whole or in part, by either Party, subject to the following:

A. Noble may assign its interest in the Oil and Gas Lease(s) covering the Property only following written disclosure to the assignee of the existence of this Agreement, and such assignment shall be expressly subject to all terms and conditions of this Agreement, and the assumption by assignee of all obligations of Noble under this Agreement. Noble shall provide

written notice to Owner of such assignment within a reasonable period of time following such assignment.

B. Owner may assign or convey its interest in the Property or any portion thereof only following written disclosure to the assignee of the existence of this Agreement, and such assignment or conveyance shall be expressly subject to all terms and conditions of this Agreement, and the assumption by such assignee or grantee of all obligations of Owner under this Agreement.

Section 18. Headings.

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 19. Notices.

Any notice or other communication given by either Party to the other relating to this Agreement shall be in writing, and shall be delivered in person, sent by certified mail, return receipt requested, sent by reputable overnight courier, or sent by facsimile transmission (with evidence of such transmission received) to such other Party at the respective addresses set forth in this Agreement (or at such other address as may be designated from time to time by written notice given in the manner provided in this Agreement). Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by certified mail, return receipt requested, such notice shall be deemed given on the third business day following deposit in the United States mail, postage prepaid and properly addressed; if delivered by overnight courier, shall be deemed effective on the first business day following deposit with such courier; and if delivered by facsimile transmission, shall be deemed effective when received:

If to Owner, to: Dinner/Coalview Farm, LLC
Stephen D. Barnett and Mark R. Barnett, Trustees of the Rae
Barnett Weiland Revocable Trust dated August 1, 1983
William M. Dinner and Lynne Dinner
Dara Lisa Dinner and David Walker
Michael Allan Segal and Marjorie Segal
Debora Gail Rosenfeld and Edward F. Rosenfeld

1814-14th Ave.
Greeley, CO 80631
Attn: Glen Dinner

If to Noble, to: Noble Energy, Inc.
1625 Broadway, Suite 2200
Denver, CO 80202
Phone: (303) 228-4000
Attn: DJ Land Manager

Section 20. Written Modifications.

This Agreement may only be amended in a writing denominated amendment signed by the authorized representatives of the Parties or their assigns or successors in interest; however, any amendment to the Agreement may be executed in counterparts. All notices to either Party shall be in writing addressed to the Parties as set forth above.

Section 21. Binding Effect.

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, and subcontractors. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, administrators, and assigns of the Parties, and may be executed in counterparts. The provisions of this Agreement shall constitute covenants running with the Property for so long as this Agreement (and any modifications thereof) remains in force and effect. Noble shall record this Agreement in the real property records of the Clerk and Recorder's Office of Weld County, State of Colorado.

Section 22. Interest in Real Property.

(a) The Parties intend that this Agreement creates, and this Agreement does create, a valid, present interest in the Property in favor of Noble. The covenants and rights contained in and granted by this Agreement are made for the direct benefit of the Property and shall run with and against the Property and inure to the benefit of and bind Owner and Noble and their respective agents, assigns, employees, heirs, lessees, mortgagees, permittees, successors, and transferees, and all entities or persons claiming by, through, or under them. Owner shall defend title to the rights granted to Noble by this Agreement against any person claiming all or any part of such rights, by, through, or under Owner. If Owner conveys the Property or any part of it, any compensation due under this Agreement related to that part of the Property transferred, shall be paid to the successor in title to the Property or, as applicable, to that part of the Property.

(b) In the event Owner conveys, sells or otherwise transfers any portion of the Property upon which the Exclusive Area, Pipeline Area, or Road Access Area is located, Owner shall not reserve any payments pursuant to this Agreement insofar as such payments pertain to that portion of the Property so transferred. Nothing in this Agreement shall be deemed to limit Owner's right to convey, sell, or otherwise transfer all or any part of the Property or reserve any portion of Owner's interest in the mineral estate; provided that any such transfer shall be subject to the conditions and terms of this Agreement.

(c) Owner and/or a party acquiring some or all of the Property from Owner shall, within thirty (30) days after a conveyance, sale, or other transfer of some or all of the Property, provide Noble a copy of the recorded vesting document related to the transfer, delivered in accordance with the notice provisions in Section 18. The failure to provide the required recorded vesting document shall not be a default under this Agreement; however, Noble shall have no obligations under this Agreement to any subsequent Owner unless and until Noble has received such

document, and notwithstanding that Noble shall have no obligations under this Agreement to a subsequent Owner until Noble has received such document, the Property and the subsequent Owner shall remain bound by the conditions and terms of this Agreement.

Section 23. Lien waiver.

Owner waives any and all lien rights (except for judgment liens against Noble, its successors and assigns) it may now or later have in equipment installed on the Property pursuant to Operations. Owner and Noble each agree to immediately notify the other party if it becomes aware of any liens filed against the Property.

Section 24. Right to cure.

As of the Effective Date, there are no defaults with respect to any assessment(s), deed(s) of trust, mortgage(s), services, taxes, utilities or other interests related to the Property. Owner shall pay as and when due all amounts Owner (or any person acting on behalf of, by, or through Owner) owes for or in connection with any: assessments, taxes or governmental charges of any kind that may at any time be lawfully assessed or levied against the Property; encumbrances; leases; mortgages; deeds of trust; other security interests; services; utilities; or other interests related to the Property and/or that may create an interest in the Property. Owner shall satisfy all non-monetary obligations of Owner associated with such matters, failing which Noble may (but shall have no obligation to) pay such amounts and/or perform such obligations. In order to enable any such potential payment or performance by Noble, Owner agrees to give Noble notice of any Owner default in connection with the payment or performance of Owner's obligations pursuant this Section 23. Noble shall when possible give Owner notice before paying such amounts or performing such obligations. In the case of such payment or performance by Noble, Owner shall, within sixty (60) days after notice from Noble, reimburse Noble for the amount of such payment and/or the cost of such performance, or, at Noble's option, Noble may offset the amounts paid or costs incurred against sums to be paid Owner under this Agreement.

Section 25. Limitation on Remedies.

Notwithstanding any other provision of this Agreement or any rights or remedies Owner has at law or in equity, Owner shall not (and hereby waives the right to) start or pursue any action to cancel, reform, rescind, or terminate this Agreement. By this limitation, Owner does not limit or waive its right to pursue damages or performance (as may be due) from Noble.

Section 26. No Abandonment.

No act or failure to act on the part of Noble shall be deemed to constitute an abandonment or surrender of this Agreement or of any part of it, except upon recordation by Noble of an instrument specifically terminating this Agreement. In the event of abandonment, Noble agrees to promptly record an instrument specifically terminating this Agreement.

Section 27. No Partnership, Joint Venture.

This Agreement does not create any agent-principal or principal-agent relationship, joint venture, partnership, or other similar relationship between the Parties, and neither Party shall have the power to bind the other except as expressly set forth in this Agreement.

Section 28. No Third-Party Beneficiaries, Brokers.

Except as otherwise expressly set forth in this Agreement, the terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective assigns and successors, and the Parties do not intend to confer third-party beneficiary rights upon any other person. Except for counsel, Owner has had no consultations, dealings, or negotiations with any broker in connection with this Agreement. No commissions, finders' fees, or other charges are due any agent, broker, or other party in connection with the execution or negotiation of this Agreement or any development associated with this Agreement.

Section 29. Partial Invalidity.

If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 30. Waivers.

No waiver of any right under this Agreement shall be effective for any purpose unless in a writing signed by the Party possessing the right, and no such waiver shall be construed to be a waiver of any subsequent provision, right, or term of this Agreement. Failure of Owner or Noble to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of its rights under this Agreement. No waiver by Owner or Noble at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provisions of this Agreement or a consent to any subsequent breach of the same or any other provision.

Section 31. Entire Agreement.

This Agreement, together with the Letter Agreement and any addenda, exhibits, and schedules attached hereto, contains the entire agreement between the Parties with respect to its subject matter. No oral statement or prior written matter shall have any force or effect. Noble agrees that it is not relying on any representations or agreements other than those contained in this Agreement. To the extent there are existing agreements in place either (i) between Owner and Noble relating to Noble's use of the surface of the Property, specifically excluding any mineral lease, mineral deed or similar instrument granting Noble the right to develop the mineral estate, or (ii) which restrict, limit, or regulate Noble's use of the surface of the property, including such restrictions, limitations or regulations in any mineral lease, mineral deed or similar instrument, then this Agreement supersedes such agreements as well as any similar prior

agreements, discussion or understandings, oral or written, and such agreements are of no force or effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

OWNER: Dinner/Coalview Farm, LLC.

By: Melvin Dinner
Name: Melvin Dinner
Title: Manager/Member

Stephen D. Barnett and Mark R. Barnett
Trustees of the Rae Weiland Revocable Trust
dated August 1, 1983

By: Glen A. Dinner, P.O.A.
Name: Stephen D. Barnett by Glen A. Dinner,
Agent and Attorney-in-Fact

By: Glen A. Dinner, P.O.A.
Name: Mark R. Barnett by Glen A. Dinner,
Agent and Attorney-in-Fact

William M. Dinner and Lynne Dinner
Joint Tenants

By: Glen A. Dinner, P.O.A.
Name: William M. Dinner by Glen A. Dinner,
Agent and Attorney-in-Fact

By: Glen A. Dinner, P.O.A.
Name: Lynne Dinner by Glen A. Dinner,
Agent and Attorney-in-Fact

Dara Lisa Dinner and David Walker
Joint Tenants

By: Glen A. Dinner, P.O.A.
Name: Dara Lisa Dinner by Glen A. Dinner,
Agent and Attorney-in-Fact

By: Glen A. Dinner, P.O.A.
Name: David Walker by Glen A. Dinner,
Agent and Attorney-in-Fact

Michael Allan Segal and Marjorie Segal
Joint Tenants

By: Glen A. Dinner, P.O.A.
Name: Michael Allan Segal by Glen A. Dinner,
Agent and Attorney-in-Fact

By: Glen A. Dinner, P.O.A.
Name: Marjorie Segal by Glen A. Dinner,
Agent and Attorney-in-Fact

Debora Gail Rosenfeld and Edward F. Rosenfeld
Joint Tenants

By: Glen A. Dinner; P.O.A.
Name: Debora Gail Rosenfeld by Glen A. Dinner,
Agent and Attorney-in-Fact

By: Glen A. Dinner; P.O.A.
Name: Edward F. Rosenfeld by Glen A. Dinner,
Agent and Attorney-in-Fact

NOBLE:

Noble Energy, Inc.,
a Delaware corporation

By: P. David Padgett *PDL*
Its: Attorney-In-Fact

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 10th day of Apr, 2014, by **Melvin Dinner** as Manager/Member of Dinner/Coalview Farm, LLC.

Witness my hand and official seal.

My commission expires: Feb. 8, 2018

(SEAL) **ZOE ANN HARWICK**
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944002162
MY COMMISSION EXPIRES FEBRUARY 8, 2018

Zoe Ann Harwick
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 10th day of Apr, 2014, by Glen A. Dinner, Agent and Attorney-in-Fact for Stephen D. Barnett and Mark R. Barnett, Trustees of the Rae Barnett Weiland Revocable Trust dated August 1, 1983; William M. Dinner and Lynne Dinner as Joint Tenants; Debora Gail Rosenfeld and Edward F. Rosenfeld as Joint Tenants; Dara Lisa Dinner and David Walker as Joint Tenants; Michael Allan Segal and Marjorie Segal as Joint Tenants. Witness my hand and official seal.

My commission expires: Feb. 8, 2018

(SEAL) **ZOE ANN HARWICK**
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944002162
MY COMMISSION EXPIRES FEBRUARY 8, 2018

Zoe Ann Harwick
Notary Public

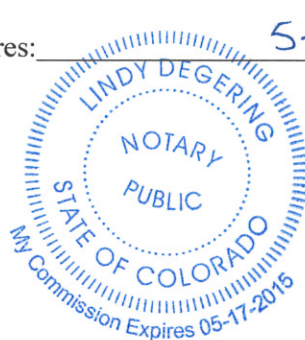
STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 13 day of May, 2014 by **P. David Padgett**.

Witness my hand and official seal.

My commission expires: 5-17-2015

(SEAL)

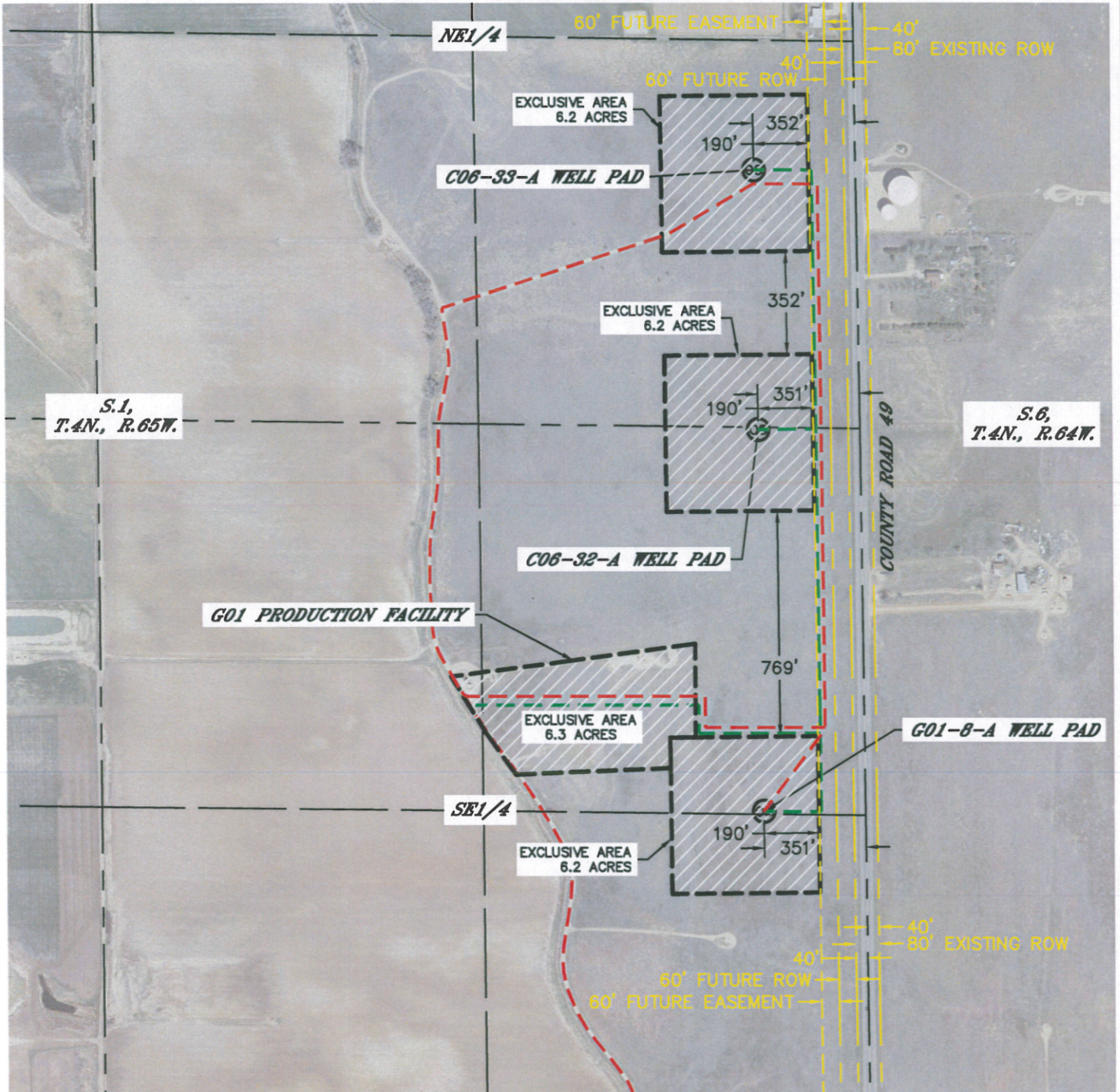


Lindy DeGering
Notary Public

EXHIBIT A

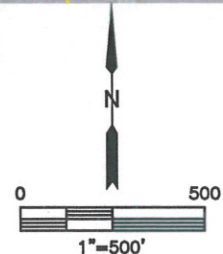
Attached to and by reference made a part of that certain Surface Use Agreement and Grant of Easement dated April 10th, 2014, by and between Dinner Coalview Farm, LLC., et al as "Owner" and Noble Energy, Inc. as "Noble" covering the following lands:

Township 4 North, Range 65 West, 6th P.M.
Section 1: SE1/4NE1/4, E1/2SW1/4NE1/4,
E1/2SE1/4, E1/2W1/2SE1/4
Weld County, Colorado



LEGEND

- EXCLUSIVE AREA = 24.9 ACRES
- APPROXIMATE Q 50' PIPELINE AREA
- APPROXIMATE Q ACCESS ROAD AREA
CONSTRUCTION WIDTH = 30'
PERMANENT WIDTH = 20'



DATE: 3/25/2014
PROJECT#: 2013145