

SURFACE USE AGREEMENT AND GRANT OF EASEMENT

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENT ("Agreement"), effective this 2nd day of June, 2014, ("Effective Date") is made by and between, Daniel S. Klingenberg, whose address, for purposes of this Agreement, is 20232 County Road 51, Kersey, CO 80644 ("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 64 West 6TH P.M.
Section 20: S/2SW/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. Owner recognizes that Noble's conducting oil and gas operations on the Property includes 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 ("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 and development of the surface, 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 assigns and successors, even if assigns and successors are not specifically referenced.

F. This Agreement is subject to any existing rights of Noble in or to the Property pursuant to any mineral lease, mineral deed or similar instrument granting rights to develop the mineral estate.

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 on the Property, or (ii) the date that is five years from the Effective Date (the "Term"), and in either event, 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.

Section 2. Payment to Owner.

A. Prior to commencement of drilling operations on the Property, Noble shall pay Owner a sum, as set forth in that certain letter agreement between Noble and Owner dated as of June 16, 2014 ("Letter Agreement") entered into between Owner and Noble, as full settlement and satisfaction of all damages to the Property growing out of, incident to, or in connection with usual and customary Operations.

B. If, by 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.

C. Owner agrees to notify any surface tenant that may be affected by Noble's 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 3. Subsurface Easement. Without limiting the foregoing, Noble is also hereby granted a subsurface easement, during the term of this Agreement, for passage of any portion of any well bore for any and all future wells, whether producing or nonproducing, including the right to occupy and use the subsurface pore space displaced by the wellbore and all structures appurtenant thereto.

Section 4. Waivers and Consents. Owner grants consent to locate any well greater than fifty (50) feet from an existing well pursuant to Colorado Oil and Gas Conservation Commission ("COGCC") Rule 318A.(c). Owner grants consent to locate any well outside of the GWA windows as defined in COGCC Rule 318A.(a). Owner will not locate any lot line, building, or structure within any setback area required under the COGCC rules and regulations 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. Owner shall grant any necessary property line waivers required under COGCC Rule 603 and shall grant waivers as to any other state or local setback requirements or other requirements or regulations that are or become inconsistent with this Agreement. Additionally, Owner shall grant waivers or consents to any requirement or regulation that may prohibit or interfere with obtaining any necessary permits for Noble to conduct Operations. Owner understands that Noble may provide a copy of this Agreement in order to obtain an exception location or variance under COGCC rules or from a local jurisdiction. Owner also agrees that it will not object in any forum to the use by Noble of the surface of the Property consistent with this Agreement and that it will also provide Noble with whatever written support that may be reasonably required to obtain permits from the COGCC or any local jurisdiction.

Section 5. Noble's Obligations. In conducting Operations on the Property, Noble shall:

A. Locate wellsites, access roads, 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. Exhibit A represents lands for potential future Operations, but Noble makes no commitment to drill any well on these lands.

B. Limit the size of each wellsite to approximately six (6) acres during any drilling, completion, recompletion or workover operations and to no more than one (1) acre in size per well during other periods. If applicable, the area required for any tank battery location associated with each well shall be limited to approximately two (2) acres 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 wellhead and tank battery locations shall be limited to fifteen (15) feet in width.

C. Separate the topsoil at the time of location construction or other dirt work 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 (6) 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, Property, and production facilities free of weeds and debris.

Section 6. 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 solely out of Noble's 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 or constructive knowledge of any material latent condition or defect on the Property that would subject Noble to an Environmental Claim.

Section 7. 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.

Section 8. 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 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 9. Written Modifications/Notices. 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 10. 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, subcontractors and/or purchasers. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors 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 have the right to record this Agreement in the real property records of the Clerk and Recorder's Office in Weld County, State of Colorado.

Section 11. 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, whether 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. Neither this Agreement nor the Property shall be separately assigned, conveyed, sold, or otherwise transferred by Owner subject to any reservation of revenues, rights, or royalties related to this Agreement by way of deed, deed restriction, or other document or instrument. 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; 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 12. Lien Waiver. Owner waives any and all lien rights it may now or later have in equipment installed on the Property pursuant to Operations. Owner agrees to keep the Property free and clear of liens (except for existing liens set forth on Schedule 1 to this Agreement) and shall immediately notify Noble if it becomes aware of any liens filed against the Property.

Section 13. 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 13. 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 14. 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 15. 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 thereof, except upon recordation by Noble of an instrument specifically terminating this Agreement.

Section 16. 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 17. 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 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. 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 20. 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 21. 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:

Daniel S. Klingenberg

Daniel S. Klingenberg

NOBLE:

Noble Energy, Inc.,
a Delaware corporation

By:

Joseph Lorenzo

Its:

Attorney-In-Fact

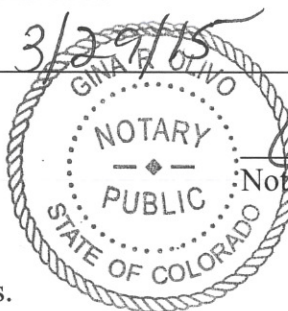
STATE OF COLORADO)

COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 2nd day of July, 2014, by Daniel S. Klingenberg

Witness my hand and official seal.

My commission expires: 3/29/15



Gina R. Olivo
Notary Public

STATE OF COLORADO)

COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 31 day of July, 2014, by Joseph H. Lorenzo, as Attorney-In-Fact of Noble Energy, Inc.

Witness my hand and official seal.

My commission expires: 5-17-2015

Lindy DeGering
Notary Public

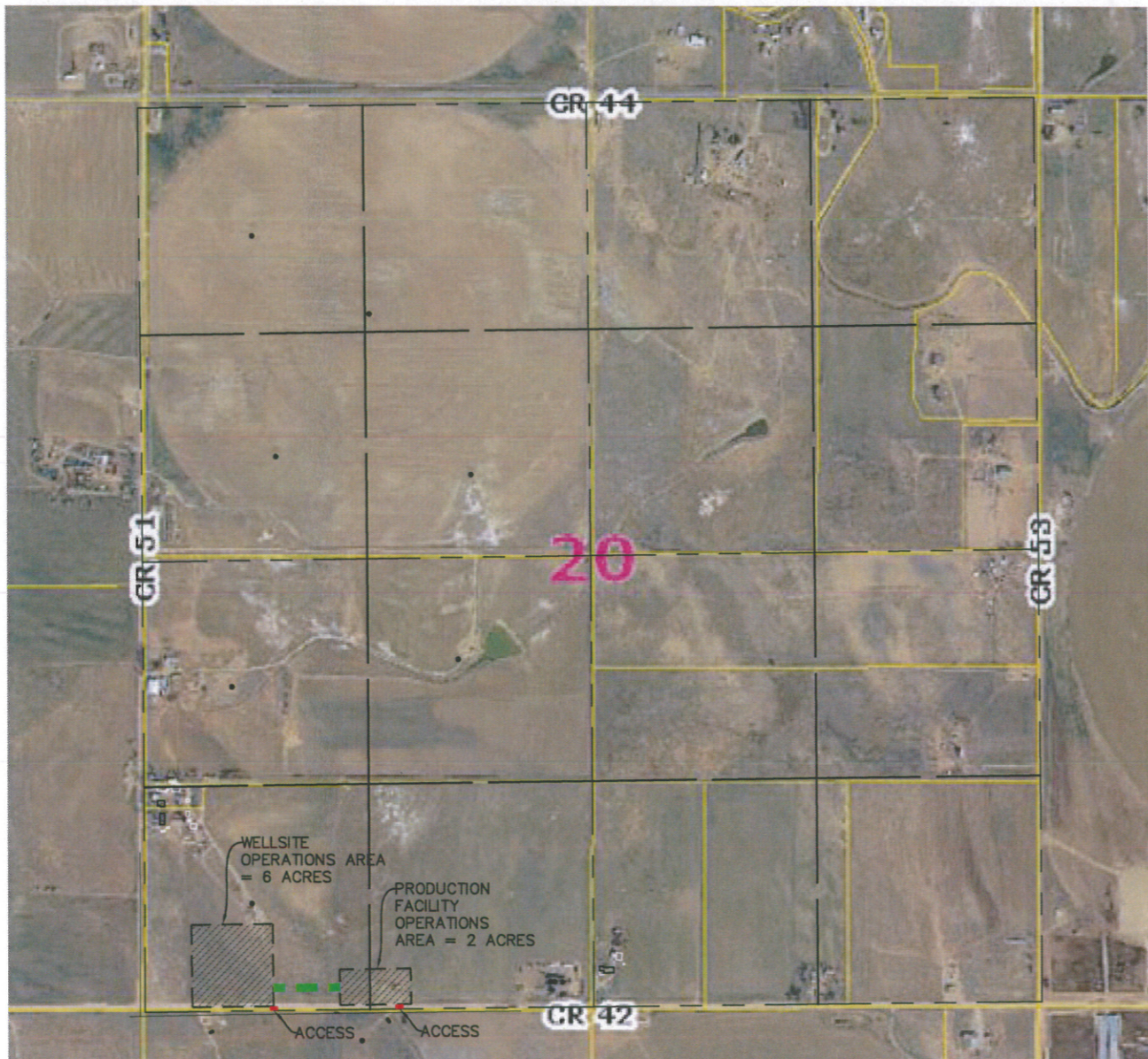


EXHIBIT A

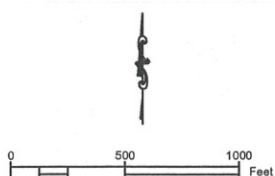
Section 20
Township: 4N
Range: 64W




Attached to and by reference made a part of that certain Surface Use Agreement and Grant of Easement dated July 2, 2014, by and between Daniel S. Klingenberg, as "Owner" and Noble Energy, Inc. as "Noble" covering the following lands:

Township: 4 North, Range 64 West, 6th P.M.
Section 20: S/2SW/4
Weld County, Colorado



LEGEND



- | | |
|---|---|
|  | OPERATIONS AREA |
|  | APPROXIMATE \varnothing 30' FLOWLINE AREA |
|  | APPROXIMATE \varnothing 30' ACCESS AREA |