

## SURFACE LEASE

This SURFACE LEASE dated as of September 8, 2016 (the "Lease"), is by and between Michael E. Gittlein whose address is \_\_\_\_\_ (the "Owner"), and Noble Energy, Inc., whose address is 1625 Broadway, Suite 2200, Denver, CO 80202 ("Noble").

### RECITALS

A. Owner desires to lease to Noble, and Noble desires to lease from Owner, one (1) acre (the "Property") of the Property on the terms and conditions set forth herein, described as follows, to-wit:

Township 3 North, Range 64 West, 6<sup>th</sup> P.M.  
Section 4: SW/4SE/4

"Property" more particularly described on Exhibit "A" attached hereto and made a part hereof.

### AGREEMENT

Section 1. Lease of Property. In consideration of the rents and covenants to be paid and performed by Noble and upon the terms and conditions of this Lease, Owner hereby leases to Noble and Noble hereby leases from Owner, the Property.

Section 2. Term. The term of this Lease shall commence on the date first set forth above (the "Commencement Date") and shall expire on \_\_\_\_\_.

Section 3.

Section 4.

Section 5. Real and Personal Property Taxes/Utilities.

(a) Owner agrees to remain liable for paying all taxes associated with the Property throughout the Primary and Secondary Terms of this Lease.

(b) Noble shall pay directly to the provider of such utilities the cost of all electrical, gas, water, sewer, telephone and other utilities, if any, serving the Improvements on the Property.

Section 6. Construction of Improvements; Title to Improvements.

(a) Construction. Subject to the provisions of this Lease, Noble may (i) construct on the Property buildings, structures, roads and other improvements ("Improvements") reasonably necessary for the Facility; (ii) make such additions, alterations, changes, and improvements in and to any Improvements now or hereafter on the Property as Noble may deem necessary or desirable; and (iii) with (30) days written notification at the Owner's request, remove, and demolish any Improvements now or hereafter constructed and erected on the Property by Noble. Noble may construct or relocate existing roads and driveways on the Property only with the prior written approval of Owner, not to be unreasonably withheld. Noble may construct fencing around the perimeter of the Property as Noble may deem necessary or appropriate to secure or enclose the same and take other security precautions if it is determined by Noble, in its sole discretion, that such fencing and/or security measures will reduce such risks of damage, death or injury without unduly burdening Owner's use of the Property or adjacent property Owner holds any interest to. The expense for any and all Improvements authorized herein to be constructed by Noble, or other security measures taken by Noble, shall be borne solely by Noble.

(b) Work. All work desired to be done by Noble on the Property shall be done at the sole cost and expense of Noble, shall be performed in a good and workmanlike manner, free of mechanics' and materialmen's liens.

(c) Title to Improvements. All Improvements placed or erected upon the Property by Noble, and all personal property situated therein shall, during the term of this Lease and any extension or renewal hereof, shall vest exclusively in Noble, and Noble shall have the right, subject to the terms and provisions of this Agreement, to remove prior to the expiration or termination of the Term any such Improvements. Upon the termination of this Lease for any reason, whether by expiration of the term or otherwise, the title to the portion of any Improvements then situated on the Property and not yet removed by Noble, including roads, gravel, road base, buildings, concrete foundations, ponds and buried pipelines abandoned in place, shall, at Owner's option within its sole discretion forthwith vest in and be the sole property of the Owner, free of any right, title, interest, claim, or demand of the Noble, or of anyone claiming through or under Noble, provided, however, that Noble shall have the right, by written notice delivered to Owner prior to the date of such termination or expiration, to reserve title in and to any tanks, separators, dehydration units and other oilfield equipment and appurtenances on the Property, which Improvements Noble shall remove in any event no later than thirty (30) days after such date of termination or expiration and for which purpose Noble shall retain a limited license to access the Property. If Noble fails to remove any such

Improvements within such thirty (30) day period, title to such Improvements shall forthwith vest in and be the sole property of the Owner, free of any right, title, interest, claim, or demand of the Noble, or of anyone claiming through or under Noble, unless, Owner has requested that Noble remove all such items as identified as tanks, separators, dehydration units and related equipment. In the event Owner chooses not to accept title to any Improvements abandoned on the Property by Noble as described above, Noble shall, upon written notice from Owner specifying the Improvements to be removed, remove all such specified Improvements and return the Property as near as reasonably possible to the condition it was in on the date of this Agreement, including, without limitation, the grading and successful seeding of the Property, provided that Noble shall be not be obligated to remove footers and foundations in the ground beyond a 36-inch depth. Noble shall have a limited license to access the Property to accomplish the foregoing, as necessary.

(d) Mechanic's Liens. Noble shall keep the Property and the Improvements, at all times during the Term free of mechanics and materialmen's liens and other liens of like nature arising out of Noble's actions, and at all times shall fully protect and indemnify Owner against all such liens or claims and against all attorneys' fees and other costs and expenses growing out of or incurred by reason or on account of any such liens or claims.

(c) Indemnification. Noble hereby agrees to indemnify, defend and hold harmless Owner and its successors or assigns from and against any and all claims, reasonable attorneys' fees, damages or losses to which any of them may be subject arising out of or relating to Noble's failure to comply with the provisions of this Section 7.

(d) Zoning Compliance. Noble and all of its agents, representatives and contractors shall be responsible for compliance with any applicable federal, state, municipal, county, or regulatory agency codes and all applicable zoning codes and regulations.

(e) Survival. The obligations of Noble set forth in this Section 7 shall survive the Term or earlier termination of this Lease or the exercise by Owner of any of its remedies hereunder.

Section 9. Casualty. If the Facility or Improvements, if any, or any portion thereof, shall be damaged or destroyed by fire, casualty or the elements, this Lease shall continue in full force and effect, without any abatement of or reduction in the payment terms described in Section 3.

Section 10. Condemnation. In the event that all or a part of the Property is taken by eminent domain or conveyed in lieu of eminent domain, if the Property cannot reasonably be used by Noble for their intended purpose (a "Total Taking"), then this Lease will terminate effective as of the date that the condemning authority shall take possession of the same. In the event of a taking which does not prevent Noble from using the Property for their intended purposes (a "Partial Taking"), this Lease shall not terminate but shall continue in full force and effect without modification to payment terms described in Section 3 or other obligations hereunder. In the event of either a Total Taking or a Partial Taking, Owner shall be entitled to retain all portions of any condemnation award except to the extent expressly allocated to the value of the Improvements or Noble's leasehold estate, and Noble shall be free to seek such separate condemnation award for Noble's interest in the Improvements or leasehold estate as Noble deems to be appropriate.

Section 11. Assignment and Subletting. Noble shall not assign (in whole or in part), or otherwise encumber this Lease, nor sublease all or any part of the Property, without Owner's prior consent, which consent shall not be unreasonably withheld or delayed. In the event Noble does assign (in whole or in part) the Lease, Noble shall provide Owner with a copy of that assignment within thirty (30) days. Term hereof to enter into subleases, licenses or similar occupancy agreements with operators and other parties engaged in activities related to Noble's operations on the property, without the necessity of obtaining Owner's prior consent, provided that any such sublease,

license or similar occupancy agreement shall be subject and subordinate to the terms and conditions of this Lease and Noble shall indemnify Owner to the extent of any injuries suffered by Owner in connection therewith.

Section 12. Quiet Enjoyment.

(a) Noble, upon paying the consideration described in Section 3 and all other sums and charges to be paid by it under this Lease, and observing and keeping all covenants, warranties, agreements, and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Property during the term, without hindrance or molestation by anyone claiming through or under Owner, subject to all liens, encumbrances, easements, restrictions and other matters of title of record as of the date hereof (the "Permitted Exceptions").

(b) Owner represents and warrants to Noble that it has fee simple title to the Property, free and clear of all liens, encumbrances, easements, restrictions and any other matters or defects, except those of record, and other than the Permitted Exceptions, and the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by it hereunder.

Section 14. Force Majeure. In the event that Owner or Noble shall be delayed in, hindered in, or prevented from the performance of, any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, 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.

Section 15. Notice. Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless same shall be in writing and personally delivered or sent postage prepaid by United States registered or certified mail, return receipt requested, addressed to the other party as follows:

As to Owner: Michael E. Gittlein

As to Noble: Noble Energy, Inc.  
1625 Broadway, Suite 2200  
Denver, Colorado 80202

Attn: DJ Land Manager

Either party to this Lease may from time to time change its address for receipt of notice and other communications by giving notice to the other party in writing and in accordance with the procedure set forth above in this Section.

Section 16. Certificates. Either party shall without charge at any time and from time to time, within thirty (30) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (i) whether this Lease has been supplemented or amended and if so the substance of the supplement or amendment; (ii) whether the Lease is in full force and effect; (iii) whether any default exists under this Lease; (iv) whether any offsets, counterclaims or defenses exist; (v) the commencement and expiration dates of the Term; and (vi) with respect to any other matters reasonably requested. Any certificate may be relied upon by the party requesting and receiving it.

Section 17. Governing Law. The terms and conditions of this Lease shall be governed, interpreted, constructed, regulated and enforced by the laws of the State of Colorado.

Section 18. Partial Invalidity. If any term, covenant, condition or provisions of this Lease 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 Lease 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 Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 19. Entire Agreement. 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 Lease.

Section 20. Parties. Except as herein otherwise expressly provided the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Owner, Noble and their respective successors, administrators, heirs and assigns.

Section 21. Recording. Upon the mutual execution and delivery of this Lease, either party shall have the right to record a Memorandum of this Lease, a form of which is attached hereto as Exhibit B, in the Clerk and Recorder's Office of Weld County, Colorado.

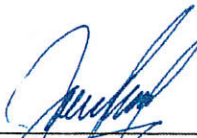
Section 22. Voluntary Termination Right. Notwithstanding anything to the contrary in this Lease, Noble shall have the right at any time to terminate this Lease upon not less than six (6) months prior written notice, whether in the Primary or Secondary Term, to Owner. Upon the date of termination specified in such written notice from Noble, this Lease shall terminate and the parties shall have no further rights or obligations hereunder, except as expressly survive expiration or termination hereof. Noble and Owner specifically agree that Section 7 and Section 13 shall survive the expiration or termination of this

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands as of the day and year first-above written.

OWNER: Michael E. Gittlein

By:   
Michael E. Gittlein

NOBLE: Noble Energy, Inc.  
a Delaware corporation

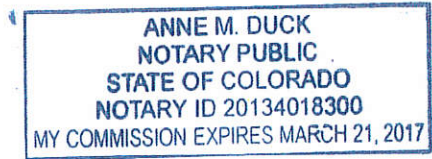
By:   
Joseph H. Lorenzo  
Its: Attorney-In-Fact NR LA

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )


The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 2016,  
by Michael E. Gittlein.

Witness my hand and official seal.

My commission expires: March 21, 2017



(SEAL)

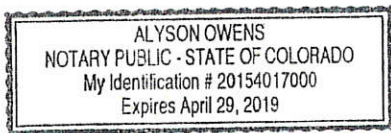
  
\_\_\_\_\_  
Notary Public

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

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of October, 2016,  
by Joseph H. Lorenzo as Attorney-In-Fact of Noble Energy Inc.

Witness my hand and official seal.

My commission expires: 4-29-19



(SEAL)

  
\_\_\_\_\_  
Notary Public