

## CONSENT AND PERMISSION TO ENTER AGREEMENT

WITNESS this Consent and Permission to Enter Agreement (hereafter: "Agreement") is made and entered into by and between Vince C. Gerkin and Helena Gerkin, 29593 WCR 20, Keenesburg, CO 80643 (hereafter: "Owners") and Noble Energy, Inc., 1625 Broadway, Suite 2200 Denver, CO 80202 (hereafter: "Noble") effective the day and year written below:

WHEREAS, Owners are the surface owners of Sec. 13, Township 2 North, Range 64 West, 6<sup>th</sup> P.M., Weld County, Colorado as depicted on Exhibit "A" (hereafter: "Property"); and

WHEREAS, located upon the Property is the Daryl L Arnold 1 (API #05-123-07299) oil and gas well (hereafter: "Well"), which was originally drilled by Amoco Production Company, plugged and abandoned on October 8, 1971; and

WHEREAS, Noble desires to enter the Property to re-plug the Well pursuant to the Interim Statewide Horizontal Offset Policy (hereafter: "Policy") adopted by the Colorado Oil and Gas Conservation Commission (hereafter: "COGCC") on February 10, 2014; and

WHEREAS, Owners and Noble desire to enter into this Agreement for the purpose of granting Noble limited permission to enter upon the Property, re-plug the Well and reclaim, remediate and reseed the Property thereafter.

NOW THEREFORE, in consideration of the mutual promises, conditions and consideration expressed below, Owners and Noble hereby agree as follows:

1. As used herein, Noble shall include, lawfully bind and commit, Noble Energy, Inc. and all its employees, vendors, agents, contractors, subcontractors or representatives.

2. Owners hereby grant permission for Noble to enter upon the Property for the limited purposes of re-plugging the Well in accordance with the Policy and applicable law, and for Noble's reclamation, remediation, restoration, reseeding and necessary protection of the Property thereafter.

3. Noble shall pay Owners, at their address indicated below, the sum of \_\_\_\_\_ in good funds within ten days of Owners' execution of this Agreement, but in any event prior to Noble's entry upon the Property. Noble shall provide Owners with copies of all site photos and maps or diagrams of the Property, that are submitted to the COGCC, prior to Noble's entry upon the Property.

4. Noble shall limit its entry upon, disturbance to or impact of the Property to the minimum area necessary to conduct the operations permitted hereunder and shall use all reasonable efforts to minimize any disturbance, damage or impact to the surface of the Property.

5. Noble shall conduct all operations upon the Property in accordance with the Policy and any other applicable rules and regulations of the COGCC, including, but not limited to, prompt reclamation and remediation of any areas of the Property disturbed or impacted by Noble, restoration of all disturbed or impacted areas to the condition and contours as of the effective date of this Agreement, reseeding of all disturbed or impacted areas with natural or native ground cover and provision of any protection of all disturbed or impacted areas necessary to protect the Property from wind damage or blowing soil until the disturbed or impacted areas have reestablished their ground cover.

6. Upon completion of the operations permitted hereunder, Noble shall promptly remove any equipment, tools or personal property utilized in said operations.

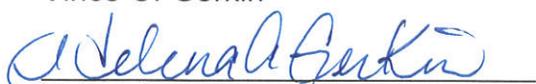
7. In addition to the consideration provided for under paragraph 3. above, Noble shall pay Owners for any actual damages to, or loss of, the Property, its existing ground cover, crops, fences, ditches or other agricultural improvements that are caused by, or resulting from, Noble's operations permitted hereunder and that are not cured by, and remain after, Noble's reclamation and remediation of the Property as required hereunder, except to the extent such damages or losses are caused by the negligence or willful misconduct of Owners, their employees, tenants, agents, contractors, subcontractors or representatives.

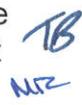
8. Noble shall protect, indemnify, and hold harmless Owners from all losses, claims, damages, judgments, fines or liabilities ("Claims"), relating to the Property arising out of any of Noble's operations permitted hereunder or other activities of Noble upon the Property; *provided, however*, Noble will not protect, indemnify, and hold harmless surface owner from any Claims arising from conditions which existed on the Property as of the effective date of this Agreement.

9. Noble shall diligently pursue and complete the operations permitted hereunder as soon as practicably possible but in no event later than one hundred twenty (120) consecutive days from the effective date of this Agreement.

10. The above provisions shall not preclude either party from seeking specific performance or injunctive relief in a court of competent jurisdiction.

IN WITNESS WHEREOF the Owners and Noble have placed their hands and seals this 25<sup>th</sup> day of MAY, 2018.

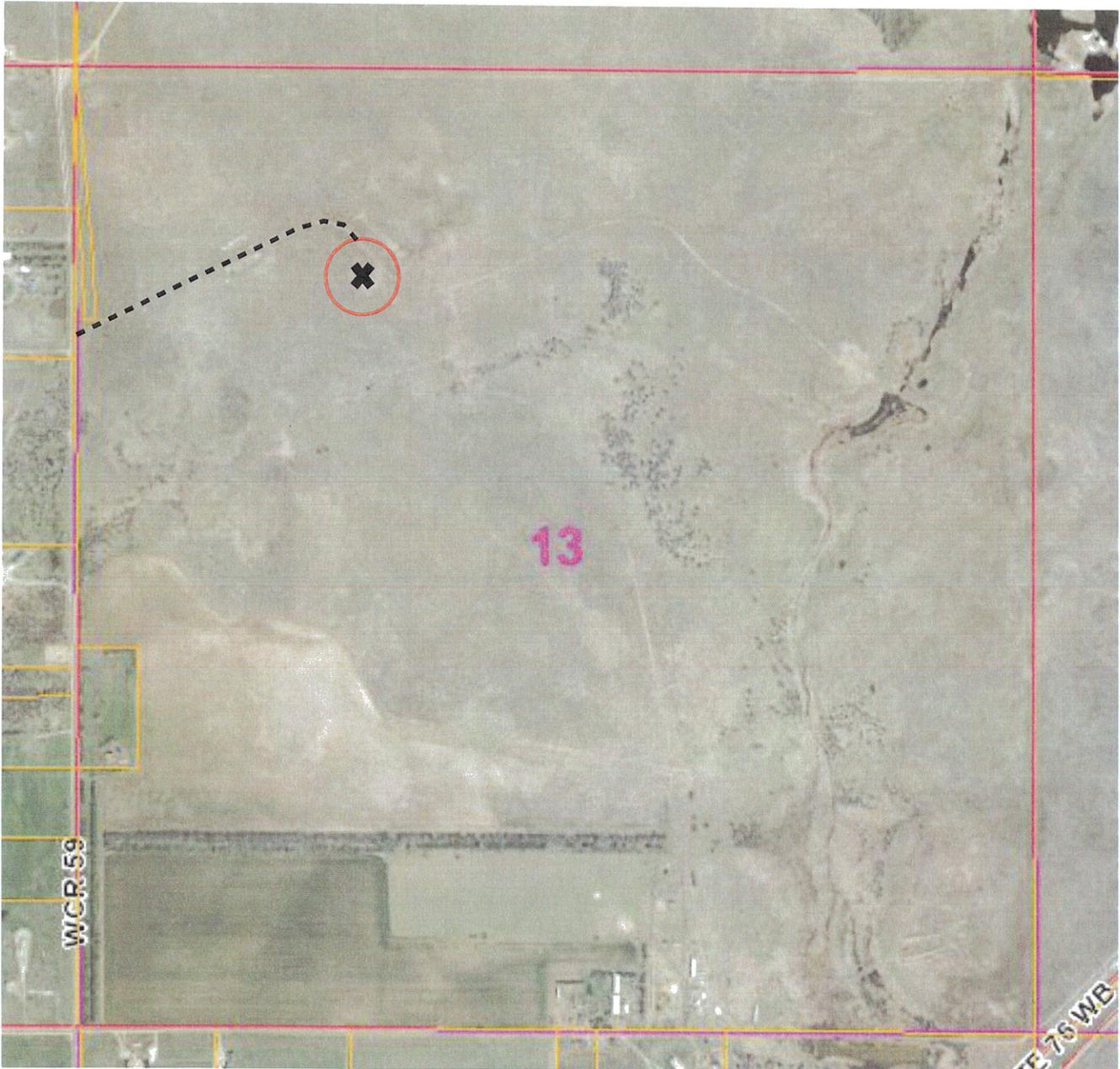
**OWNER:**  
  
Vince C. Gerkin  
  
Helena Gerkin

**NOBLE:**  
  
By: Casey M. Kimble  
Its: Attorney-In-Fact 

## Exhibit "A"

Attached to and by reference made a part of that certain Consent and Permission to Enter Agreement dated 25<sup>th</sup> May, 2018, by and between Noble Energy, Inc. as "Noble" and Vince C. Gerkin and Helena Gerkin, as "Owners" covering the following lands:

Township 2 North, Range 64 West, 6th P.M.  
Section 13: ALL  
Weld County, Colorado



Proposed Well Location: ✕

Proposed 150' Radius Disturbance Area: ○

Proposed 15' Access Road: ■■■■■■