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SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), dated and effective this first day of August, 2008, is entered into by and between DPC Industries, Inc., P.O. Box 509, Hudson, Colorado 80642, herein called "Owner", and Noble Energy, Inc., 1625 Broadway, Suite 2200, Denver, Colorado 80202, herein called "Noble."

WHEREAS, Owner owns the surface estate of the following described lands in Weld County, Colorado, said land herein called "Lands", to wit:

- Township 2 North, Range 65 West, 6th P.M.
- Section 36: SENE, N/2SE/4
- DPC State X36-08
- DPC State X36-09
- DPC State X36-10

WHEREAS, Noble owns one or more oil and gas leases granting certain mineral rights to the Lands;

WHEREAS, Noble wishes to drill three oil and gas wells and install ancillary equipment on the Lands; and

WHEREAS, Owner and Noble desire to reach an agreement regarding Noble's drilling and ancillary activities on the Lands;

NOW, THEREFORE, in consideration of ten dollars in hand paid and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Noble agree as follows:

1. Payments to Owner. Noble shall pay Owner the following sums in full settlement and satisfaction of all damages growing out of, incident to, or in connection with usual and customary exploration, drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations on the Lands (including roads, production facilities, pipelines, flowlines and other necessary facilities), unless otherwise specifically provided herein:

A. Prior to commencement of drilling operations on the Lands, Noble will pay to Owner ~~_____~~ each for the three well sites Noble will drill on the Lands.

B. If Noble causes damage to real or personal property upon the Lands that is not associated with usual and customary operations (including, but not limited to, damage to livestock, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural water ways), such damage will be repaired or replaced by Noble, or Noble will pay reasonable compensation to Owner for such damage in an amount equal to the actual cost to repair such damage.

2. Tenant. Owner has a tenant who runs livestock on the Lands.



A. Owner will notify the tenant of Noble's activities on the Lands pursuant to this Surface Use Agreement.

B. Noble has no obligation to make any initial or annual payment to the tenant pursuant to this Surface Use Agreement.

C. Noble will be fully responsible to the tenant for any and all damage to tenant's livestock caused by Noble's activities on the Lands unless caused solely by tenant. Noble will be fully responsible to the tenant for any release of tenant's livestock from the Lands caused by Noble.

3. Noble's General Obligations. While conducting activities on the Lands:

A. Noble will locate its well sites, access road, flowlines, tank batteries and other associated production facilities as depicted in Exhibit "A" attached hereto and by this reference made a part of this Surface Use Agreement.

B. Noble will limit the size of its individual well sites to approximately 350 feet by 400 feet during any drilling, completion, recompletion or workover operations and to no more than ¼ acre in size during other periods. The area required for the tank battery location associated with the wells shall be limited approximately to one-half acre in size upon completion of construction.

C. Noble's temporary and permanent access roads on the Lands will be constructed and maintained to the specifications contained in Exhibit "B" attached hereto and by this reference made a part of this Surface Use Agreement. Temporary access roads will be limited to approximately 30 feet in width during drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations. Permanent access roads to the wellhead and tank battery locations will be limited to 15 feet in width.

D. An existing road on the Lands leads from an entrance off Weld County Road 49 (located to the south and east of Owner's plant site) to Owner's plant site. Noble will reconstruct and maintain this road, to the specifications contained in Exhibit "B", from Weld County Road 49 to the perimeter fence that surrounds Owner's plant site.

E. During its drilling and other active operations, Noble will install and maintain fencing sufficient to protect livestock on the Lands from Noble's active operations. Following completion of a well site or a tank battery, Noble promptly will install and maintain permanent protective fencing around the wellhead, tank battery, and any ancillary equipment that remains on the Lands. Fences constructed by Noble will have four strands of barbed wire and wooden posts, and will be constructed sufficiently to protect against damage from livestock. Maintenance of fences by Noble includes, but is not limited to, prompt repair of any damage caused by livestock.

F. Noble will remove all debris associated with the completion of each well site within 90 days of completion of that well site.



G. Noble will separate topsoil at the time of excavation of pits so that the topsoil and subsurface soil can be placed back in proper order as nearly as possible upon reclamation.

H. Upon its completion of each well, Noble shall sample its pit residues for the presence of hazardous substances, pollutants or contaminants. Noble promptly will provide a complete copy of any and all sampling results to Owner. Should any such materials be present in Noble's pit residues, Noble will remove the pit residues from the Lands.

I. Noble will reclaim its well sites and all other disturbed areas under this Surface Use Agreement as close to original condition as practicable. Weather permitting, reclamation operations will be completed within three months following drilling and subsequent related operations, unless Noble and Owner mutually agree to postponement. Complete reclamation will be accomplished within three months of Noble's completion of its activities on the Lands.

J. If Noble conducts any testing or sampling of pit materials, soils, surface waters or ground water on or under the Lands, Noble promptly will supply to Owner a complete copy of all testing or sampling results.

K. While on the Lands, Noble will at all times comply with all federal, state and local laws, including but not limited to the regulations of the Colorado Oil and Gas Conservation Commission and the Colorado Department of Health and Environment.

L. Noble will use its best efforts to keep the well, Lands, and production facilities free of weeds and debris.

4. Noble's Activities and Owner's Plant on the Lands. Noble understands and acknowledges that Owner operates an industrial plant on the Lands, that Owner's plant site is defined by the perimeter fence that surrounds Owner's activities on the Lands, and that Owner's activities at its plant site include work with substances that can be hazardous and must be handled safely and protected under national security laws.

A. All activities by Noble on the Lands under this Surface Use Agreement will take place outside the perimeter fencing surrounding Owner's plant site. Noble will conduct no activities whatsoever on the Lands located within Owner's plant site.

B. Noble will be solely responsible for managing its proper access to the Lands. Noble's sole access to the Lands will be through the gate, located to the south and east of Owner's plant site, off Weld County Road 49. Noble will not use Owner's main gate for access to the Lands.

C. Prior to any activities by Noble on the Lands, and at Noble's and Owner's reasonable convenience, Owner will train Noble on Owner's safety and emergency procedures. Such training shall include, but not be limited to, procedures that Noble must follow in the event of an alarm or emergency at Owner's plant. Noble will not enter the Lands to perform any activities, under this Surface Use Agreement or otherwise, until it has completed this safety and emergency training to Owner's satisfaction. Owner will repeat its safety and emergency training, for Noble's benefit, upon reasonable request by Noble.



D. Prior to any activities by Noble on the Lands, Noble and Owner will exchange complete and detailed emergency contact information. This contact information will be designed to enable immediate communications between Noble and Owner should emergency communications become necessary. At all times while Noble conducts activities on the Lands, Noble's emergency contact shall be available to Owner and shall be equipped properly by Noble to ensure the safety of any persons on the Lands on Noble's behalf.

E. During any drilling or construction activities by Noble on the Lands, Noble's supervisor on the Lands shall maintain an operable communications link with Owner's safety representative. This communications link will be used in the event that emergency communications should become necessary.

F. During any activities by Noble on the Lands, all Noble personnel present on the Lands will be trained upon and have in his or her possession a respirator. The respirator will be an AOSafety Escape Artist respirator (part numbers 8BB-124507 or 8BB-124589) or equivalent. (Appropriate respirators can be purchased from LSS: telephone number 1-800-356-0783; www.LSS.com.)

G. Without limiting any of Noble's obligations under this Surface Use Agreement, following the completion of Noble's drilling and construction activities on the Lands, Noble shall continue to insure that all representatives of Noble on the Lands are properly trained, including without limitation training in Owner's safety and emergency procedures. Once drilling and construction activities are complete, Noble shall continue at all times to coordinate its activities on the Lands with Owner's plant manager in order to ensure safety and plant security.

H. Prior to any activities by Noble on the Lands, Noble will supply to Owner a list of all personnel who are authorized by Noble to enter the Lands. This list shall include the name, telephone number, and other contact information for each person on the list. Noble's list shall be updated on July 1 and December 31 of any year during which Noble conducts any activities on the Lands.

I. Notwithstanding any other obligation in this Surface Use Agreement, Noble is solely responsible for the proper and complete training, supervision and oversight of all activities of all persons who enter the Lands on Noble's behalf.

5. Waiver of Thirty Day Notice. Owner hereby waives the minimum thirty-day written notice requirement described in the Notice Letter provided by Noble to Owner when it initially gave notice of its intent to drill on the Lands.

6. Successors and Assigns; Counterparts. When "Noble" or "Owner" is used in this Surface Use Agreement, it shall also mean the successors and assigns of Noble or Owner, as well as their employees and officers, agents, affiliates, contractors, subcontractors and/or purchasers. Each party shall notify the other party of succession or assignment. This Surface Use Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Owner and Noble. This Surface Use Agreement may be executed in counterparts.

7. Confidentiality. Owner agrees to keep the amount of consideration paid hereunder by Noble confidential and shall not disclose such information without the advance written



consent from Noble. Noble may record a memorandum evidencing the existence of this Agreement.

8. Governing Law. This Agreement shall be interpreted according to the laws of the State of Colorado.

9. Written Modifications: Notices: Complete Agreement. This Agreement may only be amended in writing signed by both parties. All notices to either party shall be in writing addressed to the parties at the addresses first set forth above. This Surface Use Agreement is the entire agreement between Noble and Owner concerning Noble's use of the surface of the Lands.

AGREED TO AND ACCEPTED AS OF THE FIRST DAY OF AUGUST, 2008.

OWNER: DPC INDUSTRIES, INC.

By: _____
Rick Moore
Plant Manager

NOBLE ENERGY, INC.

By: _____
P. David Padgett
Manager of Lands, D.J. Basin

OK PDL
9-25-08

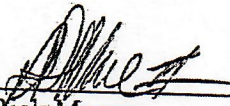


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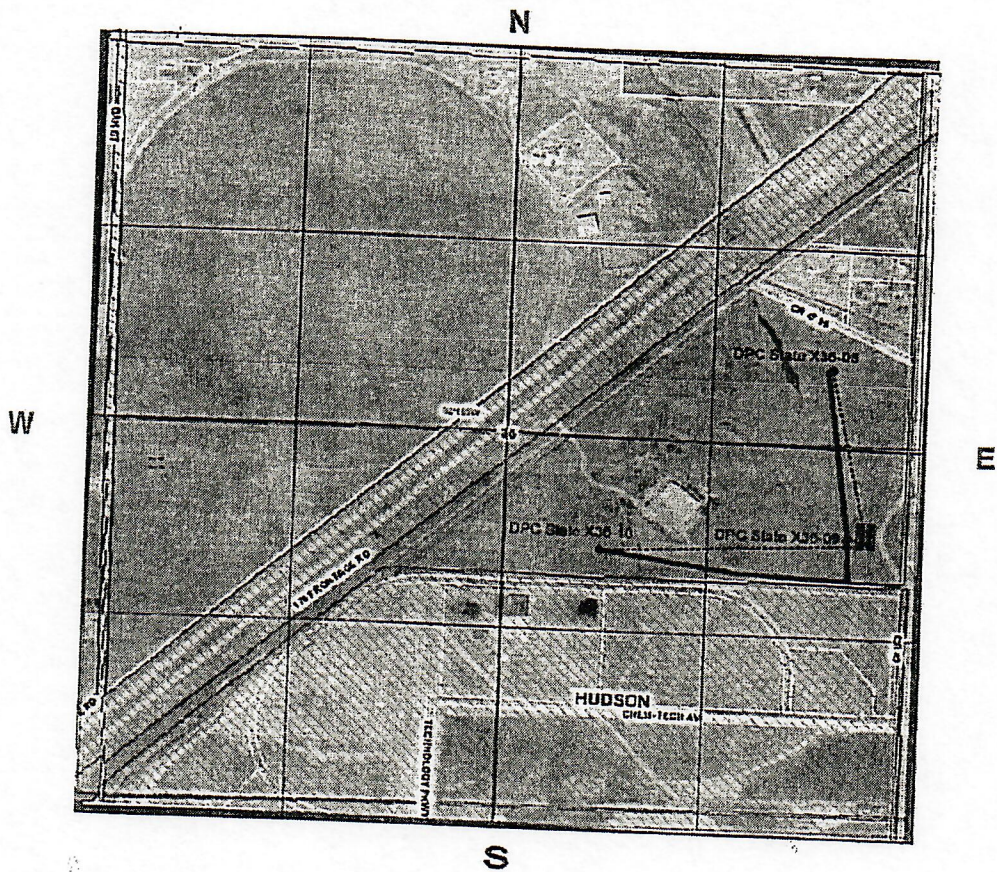
By: _____
P. David Padgett
Manager of Lands, D.J. Basin

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EXHIBIT "A"

Attached to and by reference made a part of that certain Surface Use Agreement dated 1 August, 2008, by and between Noble Energy, Inc. as "Noble" and DPC Industries, Inc., as "Owner" covering the following lands:

Township 2 North, Range 65 West, 6th P.M.
Section 36: SENE, N/2SE/4
Weld County, Colorado






Road Access 
Flowline 
Tank Battery 



EXHIBIT "B"

Attached to and by reference made a part of that certain Surface Use Agreement dated 1 August, 2008, by and between Noble Energy, Inc. as "Noble" and DPC Industries, Inc, as "Owner" covering the following lands:

Township 2 North. Range 65 West. 6th P.M.
Section 36: SENE, N/2SE/4
Weld County, Colorado

The main access road coming off Weld County Road 49 will be graded to a width of fifteen (15) feet and covered with three-quarter inch (3/4") road base to a depth of three to five (3-5) inches from the entrance to the rear gate of the DPC facility. The access roads to the wellsites will be graded to a width of fifteen (15) feet during drilling operations. After drilling is completed, the wellsite access roads will be reclaimed and reseeded with native vegetation. The permanent roads to the wellsites will be "two track" roads with no new gravel or other such road base.