

FLOWLINE ABANDONMENT AGREEMENT

This Flowline Abandonment Agreement ("Agreement"), effective this 10 day of FEBRUARY, 2020, ("Effective Date") is made by and between Kerry A. Cooper, with an address of 28520 Highway 392, Gill, Colorado 80624 ("Owner"), and NOBLE ENERGY, INC., a Delaware corporation, with an address of 1625 Broadway, Suite 2200, Denver, Colorado 80202 ("Noble"). Owner and Noble are each a "Party" and collectively are the "Parties."

WHEREAS, Noble is the operator of the following oil and gas well(s) ("Wells") and the associated off-location flowline(s) ("Flowlines"):

Wells: COOPER 23-1-17 (API No. 05-123-29011)

Flowlines: Multiphase-05-123-29011

WHEREAS, Noble intends to commence plugging and abandonment operations on the Wells and Flowlines on or about 1st quarter of 2020;

WHEREAS, Owner is a record title owner and "Surface Owner", as defined by Colorado Oil and Gas Conservation Commission ("COGCC") Rule 100, of the lands where the Wells and Flowlines are located ("Lands");

WHEREAS, COGCC Rule 1105.d.(2)(A) permits off-location flowlines to be abandoned in place where, among other things, a surface owner agreement allows an operator to do so; and

WHEREAS, Owner and Noble desire to abandon in place the Flowlines located on the Lands.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Flowlines on the Lands may be abandoned in place in accordance with COGCC Rule 1105.e.;
2. This Agreement shall constitute a surface owner agreement allowing abandonment in place in accordance with COGCC Rule 1105.d.(2)A.;
3. This Agreement constitutes the pre-abandonment notice required under Rule 1105.d.(4), and the Owner waives the right to any further notice;
4. Owner acknowledges receipt of a copy of Rule 1105, attached hereto as **Exhibit A**, which sets forth the process and procedure applicable to the abandonment of the Flowlines on Owner's Lands.
5. This Agreement constitutes the entire understanding between the Parties and shall be binding upon the Parties' heirs, executors, administrators, successors and assigns.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one fully executed Agreement.

7. This Agreement may be executed electronically and returned to the Parties via email.

The Parties have agreed to this Agreement as of the Effective Date.

NOBLE ENERGY, INC.

OWNER

By: 

By: Kerry Cooper

Name: Ryan D. Antonio, Attorney-in-Fact

Name: Kerry Cooper

Date: 2/13/2020

Date: 2-10-2020