

FIRST AMENDMENT TO SURFACE USE AGREEMENT AND GRANT OF EASEMENT

THIS FIRST AMENDMENT TO SURFACE USE AGREEMENT AND GRANT OF EASEMENT ("Amendment"), dated effective this 10 day of July, 2023 ("Amendment Effective Date"), is made by and between the undersigned, Wade E. Castor and Deland Todd Castor whose address, for purposes of this Amendment, is 22791 Highway 39, Weldona, Colorado 80653, (herein called "Owner"), and Noble Energy, Inc., a Delaware corporation, the address of which, for purposes of this Amendment, is 2001 16th Street, Suite 900, Denver, Colorado 80202 (herein called "Noble").

WHEREAS, Owner and Noble previously entered into a Grant of Easement and Surface Use Agreement (the "Agreement") on November 17, 2017, which was recorded on July 31, 2018 at Reception No. 4419181. Defined terms used herein and not otherwise defined have the meanings assigned to them in the Agreement. The Agreement and this Amendment cover the following lands:

Township 8 North, Range 59 West, 6th P.M.
Section 9: W/2

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Noble agree as follows:

1. Exhibit "A" of the Agreement is hereby deleted and replaced in its entirety with the attached Exhibit "A" on the Amendment Effective Date, attached hereto and by this reference made a part of this Agreement.
2. All other terms and conditions of the Agreement shall remain in full force and effect.
3. Authorized Representatives. Each Party represents and warrants that the Amendment has been duly executed and delivered by its authorized officer or other representative and constitutes its legal, valid, and binding obligation enforceable in accordance with its terms, and no consent or approval of any other Person is required in connection with its execution, delivery, and performance of the Amendment.

AGREED TO AND ACCEPTED AS OF THE AMENDMENT EFFECTIVE DATE.

OWNER: WADE E. CASTOR AND DELAND TODD CASTOR

By: Wade E. Castor
Wade E. Castor

By: Deland Todd Castor
Deland Todd Castor

NOBLE ENERGY, INC.

By: Ryan D. Antonio
Ryan D. Antonio, Attorney-In-Fact

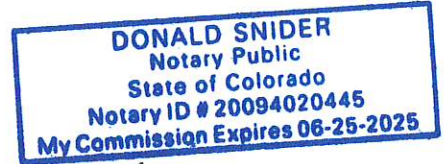
ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me this 10 day of July, 2023, by Wade E. Castor.

Witness my hand and official seal.

My commission expires: 6-25-2025



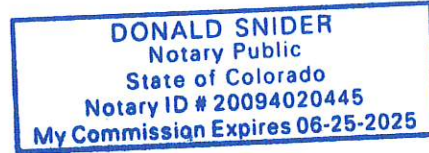
Donald Snider
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me this 10 day of July, 2023, by Deland Todd Castor

Witness my hand and official seal.

My commission expires:



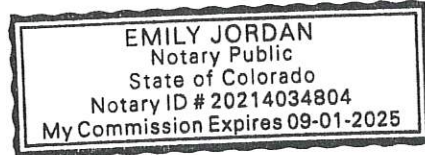
Donald Snider
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 11th day of July, 2023, by Ryan D. Antonio, as Attorney-In-Fact of Noble Energy, Inc.

Witness my hand and official seal.

My commission expires: 9/1/'25



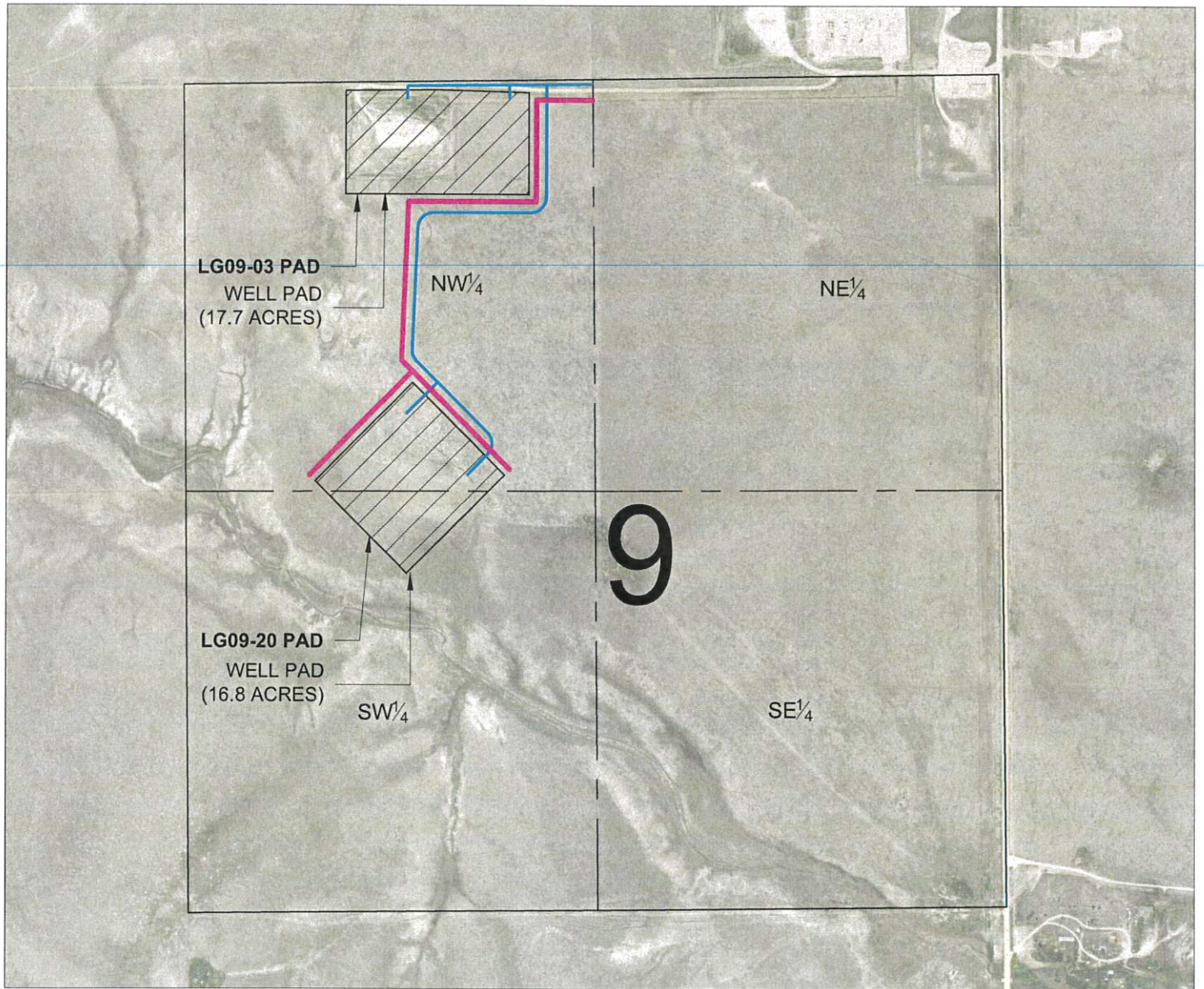
Emily Jordan
Notary Public

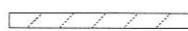


EXHIBIT A

FIRST AMENDMENT TO SURFACE USE AGREEMENT AND GRANT OF EASEMENT

Attached to and by reference made a part of that certain First Amendment to Surface Use Agreement and Grant of Easement dated this 10th day of July, 2023, by and between Wade E. Castor and Deland Todd Castor "Owners", and Noble Energy, Inc. as "Noble" covering lands:

Township 8 North, Range 59 West 6th P.M.
 Section 9: W/2
 Weld County, Colorado



-  EXCLUSIVE AREA = 34.5 ACRES
-  APPROXIMATE \varnothing 30' ACCESS ROAD AREA
-  APPROXIMATE \varnothing 100' PIPELINE AREA

FIELD DATE: 04-20-23
DRAWING DATE: 06-26-23
DRAWN BY: AMS
CHECKED BY: RMC

DISCLAIMER:
 THIS PLOT DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON TO DETERMINE BOUNDARY LINES, PROPERTY OWNERSHIP OR OTHER PROPERTY INTERESTS. PARCEL LINES, IF DEPICTED HAVE NOT BEEN FIELD VERIFIED AND MAY BE BASED UPON PUBLICLY AVAILABLE DATA THAT ALSO HAS NOT BEEN INDEPENDENTLY VERIFIED.

DATA SOURCE:
 AERIAL IMAGERY: NAIP 2021
 PUBLICLY AVAILABLE DATA SOURCES HAVE NOT BEEN INDEPENDENTLY VERIFIED BY ASCENT.

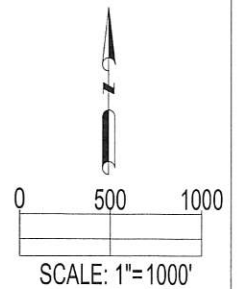


EXHIBIT A
LG09-20 Pad
CONTINUED

AN EXCLUSIVE SURFACE SITE EASEMENT WITHIN THE PROPERTY DESCRIBED IN THAT DEED RECORDED AS RECEPTION NUMBER 2382526 ON FILE IN THE WELD COUNTY CLERK AND RECORDERS OFFICE. BEING SITUATED IN THE WEST ½ OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 59 WEST, 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, AS MONUMENTED BY A FOUND 2-1/2" ALUMINUM CAP ON #6 REBAR STAMPED "PLS 38175", WHENCE THE NORTHWEST CORNER OF SAID SECTION 9, AS MONUMENTED BY A FOUND 2-1/2" ALUMINUM CAP ON #6 REBAR STAMPED "PLS 38175", BEARS SOUTH 89°09'33" WEST, A DISTANCE OF 2,627.10 FEET, BEING THE BASIS OF BEARINGS IN THIS DESCRIPTION.

THENCE SOUTH 30°40'07" WEST, A DISTANCE OF 2,245.73 FEET, TO THE **POINT OF BEGINNING (POB)**;

THENCE SOUTH 45°00'03" EAST, A DISTANCE OF 829.56 FEET;

THENCE SOUTH 44°58'08" WEST, A DISTANCE OF 884.31 FEET;

THENCE NORTH 45°00'27" WEST, A DISTANCE OF 829.64 FEET;

THENCE NORTH 44°58'25" EAST, A DISTANCE OF 884.41 FEET TO THE **POINT OF BEGINNING (POB)**.

TOTAL AREA OF 733,663 SQUARE FEET (16.8 ACRES). DISTANCES U.S. SURVEY FOOT PER COLORADO NORTH STATE PLANE (NAD83), NORTH ZONE.

EXHIBIT A
LG09-03 Pad
CONTINUED

AN EXCLUSIVE SURFACE SITE EASEMENT WITHIN THE PROPERTY DESCRIBED IN THAT DEED RECORDED AS RECEPTION NUMBER 2382526 ON FILE IN THE WELD COUNTY CLERK AND RECORDERS OFFICE. BEING SITUATED IN WEST ½ OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 59 WEST, 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, AS MONUMENTED BY A FOUND 2-1/2" ALUMINUM CAP ON #6 REBAR STAMPED "PLS 38175", WHENCE THE NORTHWEST CORNER OF SAID SECTION 9, AS MONUMENTED BY A FOUND 2-1/2" ALUMINUM CAP ON #6 REBAR STAMPED "PLS 38175", BEARS SOUTH 89°09'33" WEST, A DISTANCE OF 2,627.10 FEET, BEING THE BASIS OF BEARINGS IN THIS DESCRIPTION.

THENCE SOUTH 78°21'31" WEST, A DISTANCE OF 416.29, FEET TO THE **POINT OF BEGINNING (POB)**;

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 649.31 FEET;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 1,170.80 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 659.31 FEET;

THENCE NORTH 89°36'53" EAST, A DISTANCE OF 585.41 FEET;

THENCE SOUTH 88°38'10" EAST, A DISTANCE OF 585.56 FEET, TO THE **POINT OF BEGINNING (POB)**.

TOTAL AREA OF 771,301 SQUARE FEET (17.7 ACRES). DISTANCES U.S. SURVEY FOOT PER COLORADO NORTH STATE PLANE (NAD83), NORTH ZONE.

EXHIBIT A
LG09-20 Pad & LG09-03 Pad
FLOWLINE

AN EASEMENT LOCATED WITHIN THE PROPERTY DESCRIBED IN THAT DEED RECORDED AS RECEPTION NUMBER 2382526 ON FILE IN THE WELD COUNTY CLERK AND RECORDERS OFFICE. BEING SITUATED IN THE WEST ½ OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 59 WEST, 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, AS MONUMENTED BY A FOUND 2-1/2" ALUMINUM CAP ON #6 REBAR STAMPED "PLS 38175", WHENCE THE NORTHWEST CORNER OF SAID SECTION 9, AS MONUMENTED BY A FOUND 2-1/2" ALUMINUM CAP ON #6 REBAR STAMPED "PLS 38175", BEARS SOUTH 89°09'33" WEST, A DISTANCE OF 2,627.10 FEET, BEING THE BASIS OF BEARINGS IN THIS DESCRIPTION.

THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, SOUTH 00°30'44" EAST, A DISTANCE OF 84.00 FEET TO THE **POINT OF BEGINNING (POB)**;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 00°30'44" EAST, A DISTANCE OF 100.00 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 90°00'00" WEST, A DISTANCE OF 309.37 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 649.32 FEET;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 816.86 FEET;

THENCE SOUTH 02°28'45" WEST, A DISTANCE OF 938.09 FEET;

THENCE SOUTH 45°00'03" EAST, A DISTANCE OF 957.39 FEET;

THENCE SOUTH 44°59'58" WEST, A DISTANCE OF 100.00 FEET;

THENCE NORTH 45°00'03" WEST, A DISTANCE OF 829.56 FEET;

THENCE SOUTH 44°58'25" WEST, A DISTANCE OF 884.41 FEET;

THENCE NORTH 45°01'35" WEST, A DISTANCE OF 100.00 FEET;

THENCE NORTH 44°58'25" EAST, A DISTANCE OF 884.45 FEET;

THENCE NORTH 45°00'03" WEST, A DISTANCE OF 71.81 FEET;

THENCE NORTH 02°28'45" EAST, A DISTANCE OF 1,077.84 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 812.62 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 649.31 FEET;

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 408.47 FEET TO A POINT ON SAID EAST LINE AND TO THE **POINT OF BEGINNING (POB)**.

TOTAL AREA OF 469,480 SQUARE FEET (10.8 ACRES). DISTANCES U.S. SURVEY FOOT PER COLORADO NORTH STATE PLANE (NAD83), NORTH ZONE.

Exhibit "1"

**SURFACE USE AGREEMENT
AND GRANT OF EASEMENT**

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENT ("Agreement"), effective this 18th day of December, 2018, ("Effective Date") is made by and between Wade E. Castor and Deland Todd Castor, whose address, for purposes of this Agreement, is 22791 Highway 39, Weldona, Colorado 80653 ("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, Colorado, said lands herein referred to as the "Property":

Township 8 North, Range 59 West, 6th P.M.
Section 9: W/2W/2, N/2NW/4

Township 9 North, Range 59 West, 6th P.M.
Section 34: S/2S/2
Section 35: S/2S/2
Section 36: S/2S/2

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, the easements and privileges granted herein, and the rights and benefits granted and created herein shall be perpetual and shall be effective as of the Effective Date and shall continue in full force and effect thereafter, unless sooner released and terminated by Noble as provided in Section 35.

Section 2. Use of Property.

A. Owner hereby grants to Noble, for Noble's exclusive use subject only to landscaping installed pursuant to Section 10(B) of this Agreement, perpetual easements on, over and across that portion of the Property consisting of approximately One Hundred Twenty-Nine and One tenth (129.1) acres as depicted on **Exhibit A** (the parcels on **Exhibit A** are collectively the "Exclusive Area," and each is an "Exclusive Area") and comprising twelve (12) parcels as follows:

Parcel	Acres
LG09-04 Facility	13.2
LG09-04 Pad	9.3
LG09-13 Pad	9.1
LC34-13 Pad	9.8
LC34-16 Pad	9.3
LC34-16 Facility	11.5
LC35-14 Pad	8.4
LC35-14 Facility	12.8
LC35-16 Pad	11.2
LC36-13 Facility	15.6
LC36-13 Pad	9.6
LC36-16 Pad	9.3

Total	129.1
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The parcels designated as "Pads" will be used for the drilling, completion and operation of the wells, but will not be used for the location of production facilities.

The Exclusive Area, as well as the Access Road Area and Flowline Area depicted on Exhibit A (the "Access Road Area" and "Flowline Area," respectively, and as further defined below) shall be made available to Noble in their present condition for any Operations conducted by Noble. Nothing contained in this section shall be construed as prohibiting Noble from exercising any right it has to use the surface of the Property outside of the Exclusive Area, Access Road Area, and Flowline Area pursuant to any mineral leases, mineral deed or similar instrument granting Noble the right to develop the mineral estate.

B. Noble is hereby granted an exclusive permanent easement to drill wells on the Property, including horizontal and directional wells that produce from and drain all or portions of the Property or any adjacent properties, provided that such locations must be permitted locations under the then applicable well spacing regulations of the Colorado Oil and Gas Conservation Commission ("COGCC") or exceptions granted thereto by the Director of the COGCC or to the extent Owner consents to modify **Exhibit A**, subject to the well spacing as set forth in **Exhibit A**. As part of the consideration for this Agreement, Owner hereby waives its right to, and covenants that Owner shall not protest or object to any such exception location or application for the same by Noble, provided that such exception location is otherwise consistent with this Agreement. The bottom hole locations for each of the future wells will be determined by Noble in the ordinary course of Noble's economic, engineering and geologic evaluations of potential oil and gas well drill sites. **Exhibit A** represents lands for potential future Operations, but Noble makes no commitment to drill any well on these lands.

C. Noble is hereby granted a subsurface easement for the passage of any portion of any well bore for any of the future wells, whether producing or nonproducing, including the right to occupy and use the subsurface bore space displaced by the well bore and all structures appurtenant thereto.

Section 3. Access Road Area. Owner shall provide Noble with continuous access to the Property, the Exclusive Area, and the Flowline Area, over and across roadways now or hereafter located within the Property (the "Access Road Area"), as depicted as "Access Road Area" on **Exhibit A**. It is Noble's intent to confine the location of the Access Road Area to the corridors set forth in **Exhibit A**. Either Party, however, may propose relocation of an Access Road Area to a location other than the location indicated on **Exhibit A**, or Noble may propose an additional roadway outside of the Access Road Area. Such relocation or additional roadway shall be subject to the consent of the other Party, which consent shall not be unreasonably withheld. The Party proposing the relocation of the Access Road Area shall bear all costs associated with the relocation.

Section 4. Flowlines and Gathering Lines. Noble has a continuing right and entitlement to install, own, operate, maintain, repair and replace all flowlines and gathering

lines ("Pipelines") that may be necessary or convenient to its Operations to service wells on the Property, at the locations depicted as "Flowline Area" on **Exhibit A**. Owner further agrees to execute a recordable Pipeline Right-of-Way Grant for all such Pipelines constructed in the Flowline Area. It is Noble's intent to confine the location of such Flowline Area to what is set forth in **Exhibit A**. Either Party, however, may propose relocation of a Flowline Area (including existing pipelines within the Flowline Area) to a location other than the location indicated on **Exhibit A**, or Noble may propose an additional pipeline right of way outside of the Flowline Area. Such relocation or additional pipeline right of way shall be subject to the consent of the other Party, which consent shall not be unreasonably withheld. The Party proposing the relocation of the Flowline Area shall bear all costs associated with the relocation. Within a reasonable time after the completion of a Pipeline not otherwise depicted on **Exhibit A**, Noble shall provide an as-built survey of the Pipeline to Owner, which shall be used as an exhibit to the recordable Pipeline Right-of-Way Grant described above.

Section 5. Consultation with Owner.

In the event Noble intends to conduct any Operations outside of the Exclusive Area, Access Road Area, or Flowline Area, Noble shall provide Owner with seven (7) days' notice and following the receipt of such notice, at the request of Owner, Noble's representative shall meet and consult with the Owner (or Owner's representative), on the site, as to the exact location of the Property it intends to use. Noble and Owner shall determine mutually acceptable consideration for performing Operations outside of the Exclusive Area, Flowline Area, and Access Road Area.

Section 6. Consents and Waivers.

A. Consistent with Paragraph 2.A., throughout the term of this Agreement and for the consideration described herein, Noble is hereby expressly granted consent to locate any number of wells, and for each well Noble proposes within the Exclusive Area, Owner shall fully support Noble's efforts to permit such wells including granting consent to locate any well greater than fifty (50) feet from an existing well pursuant to COGCC Rule 318A.(c) and granting consent to locate any well outside of the GWA windows as defined in COGCC Rule 318A.(a).

B. Owner will not locate any lot line, building, or structure within the Exclusive Area, or 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, provided that in no event shall such waiver be construed as permitting any Operation or location of any structure, improvement or equipment by Noble outside the Exclusive Area, Access Road Area, or Flowline Area. Noble or its successors and assigns may cite the waiver in this paragraph in order to obtain a location exception or variance under COGCC rules or from any other state or local governmental body. Owner agrees not to object to Noble's use of the surface in the

Exclusive Area, Access Road Area or Flowline Area so long as such use is consistent with this Agreement. Owner will provide Noble or its successors and assigns with whatever written support they may reasonably require to obtain permits from the COGCC or any state or local jurisdiction.

Section 7. Surface Damages. The compensation paid to Owner by Noble in connection with this Agreement represents the full settlement and satisfaction for the easements granted hereunder and the use of Property and damages growing out of, incident to, or in connection with usual and customary Operations. Subject to the terms and conditions of this Agreement, Owner hereby waives all surface damage payments pursuant to any COGCC or local regulation, state statute, common law or prior agreement, related to Noble's Operations located on the Property within the Exclusive Area, Access Road Area or Flowline Area and also including, but not limited to, any roadway, flowline, or Pipeline constructed pursuant to this Agreement. Noble may provide a copy of this Agreement to the COGCC as evidence of this waiver.

Section 8. Other Damages.

A. If by any 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.

B. Owner agrees to notify any surface tenant that may be affected by 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 9. Indemnity.

A. Noble shall protect, indemnify, and hold harmless Owner, and any subsequent owner of the Property from any and all Claims, including, without limitation, Environmental Claims relating to the Property or oil and gas leasehold thereunder that arise solely out 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 Claims, including, without limitation, Environmental Claim, arising out of a pre-existing condition which existed on the Property at the time Noble executed this Agreement or which do not arise solely out Operations located on the Property. Owner shall fully protect, defend, indemnify and hold harmless Noble, along with any of Noble's successors or assigns, from any and all Claims, including, without limitation, Environmental Claims, relating to the Property that arise out of Owner's use or ownership of the Property. Noble shall give Owner prompt notice of any of the following occurrences arising with regard to the Property or Noble's activities thereon;

- i. Any spill, release, or other occurrence that constitute a violation of the provisions of any applicable Environmental Laws; and
- ii. Any notices, claims or allegations of environmental violations or contamination received from any federal, state or local governmental agency or authority or the filing or commencement of any judicial or administrative proceeding by any such agency.

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 10. Operational Restrictions.

A. Noble shall use the Property only for Operations and the placements of wellheads, separators, dehydrators, compressors, normal well site storage tanks, temporary or permanent structures, buildings for maintenance, office, security, and storage purposes,

equipment and related facilities. Noble shall not store any item unrelated to Operations without the prior written consent of Owner.

B. Noble shall consult with Owner concerning mitigating the visual impacts of Noble's facilities. Owner, at its own risk and expense, shall have the right to install landscaping and other improvements outside the Exclusive Area for the purpose of buffering or isolating the Exclusive Area from the Property or the remainder of Owner's adjacent lands, provided that Owner shall not unreasonably inhibit Noble's access to the Exclusive Area or unreasonably inhibit Noble's Operations within the Exclusive Area by such landscaping or other improvements. Owner shall be responsible for the maintenance of all landscaping installed pursuant to this Section 10(B).

Section 11. 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, including any notice 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 12. Insurance. Before and during Operations on the Property, Noble shall at all times maintain appropriate insurance, including, without limitation, workers compensation insurance, in compliance with Colorado law for its employees or contractors involved in the conduct of Operations on any portion of the Property and general public liability insurance in such amounts as are customarily maintained for Operations similar to those conducted by Noble.

Section 13. Land Development. Owner acknowledges that it is the intent of Noble to conduct future Operations on the Property and Owner shall use best efforts in their use and development of the surface so as not to unreasonably interfere with such Operations. Owner shall promptly notify Noble of any planned real estate development, new irrigation system (e.g. pivots), residences, or other structures to be installed or located on the Property after the Effective Date or of any plans to move any irrigation systems, residences, or other structures located on the Property before the Effective Date.

Section 14. 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 15. Force Majeure. In the event that Owner or Noble shall be delayed in, hindered in, or prevented from the performance of, any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials,

failure of power, riots, insurrection, moratorium or restrictive governmental laws or regulations, 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 16. Assignment. This Agreement shall be assignable, in whole or in part, by either Party, subject to the following:

A. Noble may assign its interest in the Oil and Gas Lease(s) covering the Property only following written disclosure to the assignee of the existence of this Agreement, and such assignment shall be expressly subject to all terms and conditions of this Agreement, and the assumption by assignee of all obligations of Noble under this Agreement. An assignment by Noble of this Agreement or its interest in the Oil and Gas Lease(s) covering the Property, in whole or in part, shall, to the extent of such assignment, relieve and discharge Noble of any and all duties and obligations hereunder as of the effective time of such assignment. Owner hereby releases Noble of all liability for, and waives all Claims related to, any obligations hereunder to the extent such obligations arise, accrue, or are to be performed or satisfied after the effective time of Noble's assignment.

B. Owner may assign or convey its interest in the Property or any portion thereof only following written disclosure to the assignee of the existence of this Agreement, and such assignment or conveyance shall be expressly subject to all terms and conditions of this Agreement, and the assumption by such assignee or grantee of all obligations of Owner under this Agreement.

Section 17. 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 18. Notices. Any notice or other communication given by either Party to the other relating to this Agreement shall be in writing, and shall be delivered in person, sent by certified mail, return receipt requested, sent by reputable overnight courier, or sent by facsimile transmission (with evidence of such transmission received) to such other Party at the respective addresses set forth in this Agreement (or at such other address as may be designated from time to time by written notice given in the manner provided in this Agreement). Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by certified mail, return receipt requested, such notice shall be deemed given on the third business day following deposit in the United States mail, postage prepaid and properly addressed; if delivered by overnight courier, shall be deemed effective on the first business day following deposit with such courier; and if delivered by facsimile transmission, shall be deemed effective when received:

If to Owner, to: Wade E. Castor
Deland Todd Castor
22791 Highway 39
Weldona, Colorado 80653

If to Noble, to: Noble Energy, Inc.
Attn: DJ Land Manager
1625 Broadway, Suite 2200
Denver, Colorado 80202
Phone: (303) 288 4000

Section 19. Written Modifications. 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 20. 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, administrators, 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 of Weld County, State of Colorado.

Section 21. 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, rights and obligations 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.

B. 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 22. 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 shall notify Noble if it becomes aware of any liens filed against the Property.

Section 23. 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 23. 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 24. 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 25. 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 of it, except upon recordation by Noble of an instrument specifically terminating this Agreement.

Section 26. 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 27. 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 28. 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 29. 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 30. Fences. At the request of Owner, Noble, at its expense, shall construct stock type fences around the temporary drilling site and permanent operations areas. Noble, at its expense, shall construct permanent fencing around all wellheads, tanks and other surface facilities after conclusion of drilling and fracking operations. Maintenance around Noble's surface facilities shall be the responsibility of Noble, and Owner shall not be responsible for damage to such fences or Noble's surface facilities in the event livestock gain access to these areas. Noble shall reasonably repair and/or replace any and all damage done to any fences or gates, or any other improvements of Owner, which result from Noble's operations of the Property. All fences shall be repaired in a manner consistent with surrounding fences and reasonable and customary ranching practices.

Section 31. Maintenance. Noble shall keep the well sites, road, and other areas used by Noble safe and in good order, including without limitation control of noxious weeds, litter and debris. Noble shall conduct periodic trash pickup as deemed necessary. Noble shall comply with state and federal laws, rules and regulations governing the presence of any petroleum products, toxic or hazardous chemicals or wastes on the Subject Lands.

Section 32. Trash. Noble agrees that all trash, refuse, pipe, equipment, liquids, chemicals, or other materials brought on the Subject Land that are not necessary for continued operations of the wells will be removed and legally disposed of no later than 14 days after completion of drilling operations. No such items will be burned or buried on the Subject Land.

Section 33. Behavior of Noble's Employees, Agents and Contractors.

A. Noble is authorized to use the easement area solely for purposes of oil and gas exploration, production and development; accordingly Noble has no authority to and Noble

shall not permit any of its employees or contractors operating hereunder to, among other things: bring any dog, firearm, explosive device, weapon, alcoholic beverage, or illegal drugs on Owner's property; hunt, prospect for antlers, fossils or antiquities, recreate, consume alcoholic beverages, or carry on any illegal activities on the Property. In the event Noble discovers any employee, contractor or representative of Noble failing to abide by the terms of this paragraph, Owner shall provide Noble with as much information as possible regarding any individual violating this provision and Noble agrees to take appropriate action regarding such violation.

B. Use of 4-wheelers on the easement areas will be restricted to occasions when surface conditions require their use OR with Owner's prior written approval. Recreational activities of a 4 – wheeler are forbidden. Noble will notify all its contractors, agents, employees and representatives of this restriction.

Section 34. Non-Disturbance. Noble and its employees and authorized agents shall not disturb, use or travel on any of the land of Owner not subject to this Agreement without Owner's consent.

Section 35. Reclamation. Upon permanent cessation of Operations being conducted on the Property, Noble shall plug and abandon all wells owned or operated by Noble and comply 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. Unless Owner otherwise agrees in writing, upon termination of Noble's operations on the Property, Noble shall restore and level the surface of the Land affected by such terminated operations as near as possible to the contours which existed prior to such operations. Noble shall use water bars and such other measures as appropriate to prevent erosion and non-source pollution. Where requested, Noble shall restore all private roads disturbed by Noble's operations as near as possible to the condition that existed prior to such operations. Any surface disturbed by Noble's activities shall be reseeded with native grasses and all noxious weeds eliminated. Reseeding shall continue until vegetation is established in a healthy growth condition. Any surface facilities no longer in use shall be removed and the surface restored within two years after the date upon which Noble ceases to use such surface facility. Reclamation upon drilling or completion of any wells shall happen as soon as reasonably practicable. In addition, Noble shall comply with all requirements in accordance with the prescribed rules and regulations of the COGCC. Upon permanent cessation of Operations on the Property and completion of reclamation activities, Noble will file a release of this Agreement in the real property records of Weld County, Colorado. Upon filing such release, this Agreement and the easements granted hereby shall terminate.

Section 36. 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:

Wade E. Castor

Name: Wade E. Castor

Deland Todd Castor

Name: Deland Todd Castor

NOBLE:

Noble Energy, Inc.
a Delaware limited liability company

By: RM Paterson LR
Name: RM PATERSON
Its: Attorney-In-Fact MR

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 18th day of December, 2018, by Wade E. Castor and Deland Todd Castor.

Witness my hand and official seal.

My commission expires: 12/30/2020

(SEAL)

SUSAN C MCCOLLUM Notary Public State of Colorado Notary ID # 20044046377 My Commission Expires 12-30-2020

Susan C. McCollum
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 11 day of January, 2019, by R. Mark Passon, as Attorney-In-Fact for Noble Energy, Inc.

Witness my hand and official seal.

My commission expires: July 11, 2019

(SEAL)

KERI J. MILLER NOTARY PUBLIC STATE OF COLORADO NOTARY ID # 20114042855 MY COMMISSION EXPIRES JULY 11, 2019
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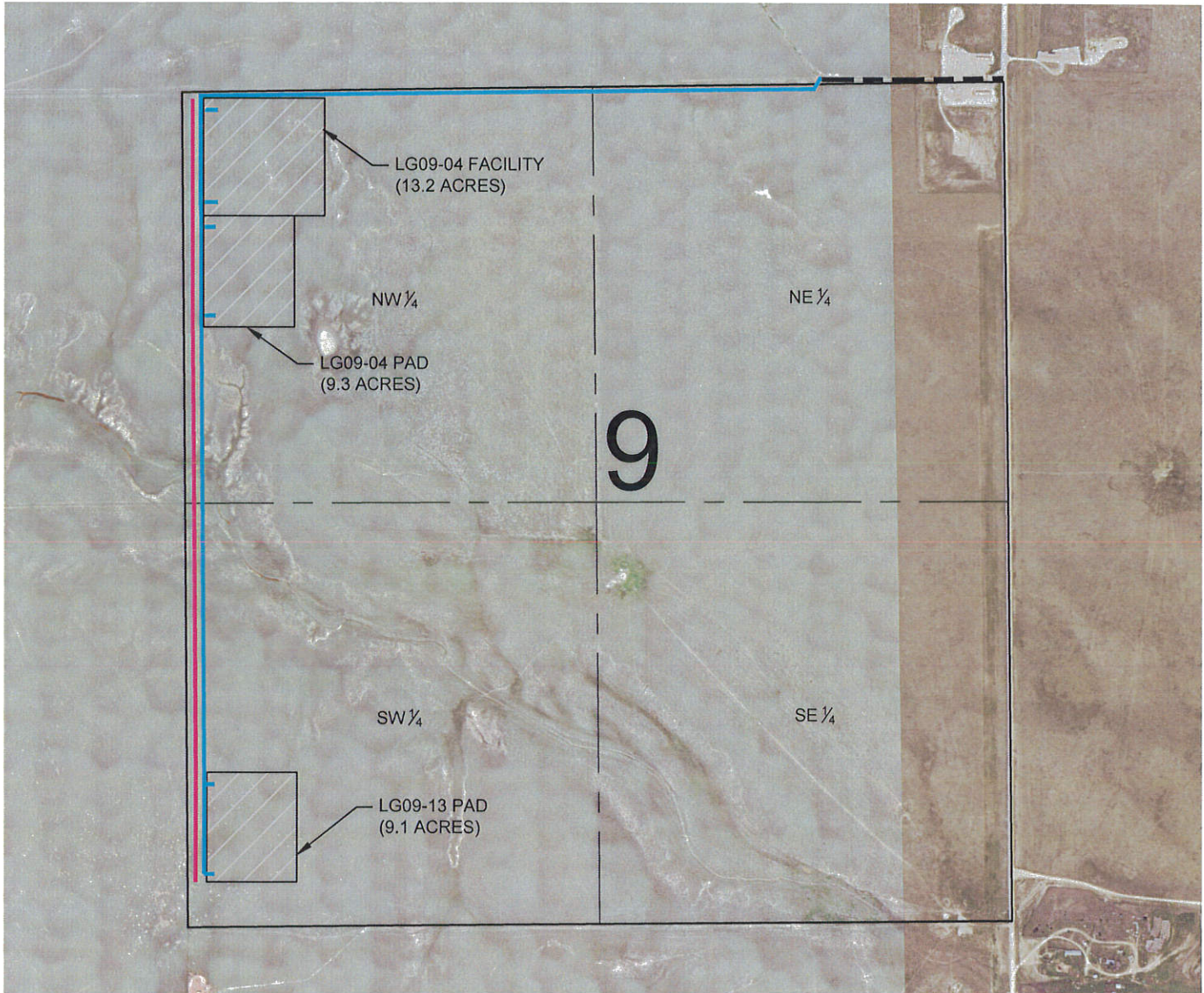
Keri J. Miller
Notary Public

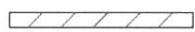



EXHIBIT A

SURFACE USE AGREEMENT AND GRANT OF EASEMENT

Attached to and by reference made a part of that certain Surface Use Agreement and Grant Of Easement dated 12/18/ 2018, by and between Wade E. Castor and Deland Todd Castor as "Owner", and Noble Energy, Inc. as "Noble" covering lands:

Township 8 North, Range 59 West 6th P.M.
SECTION 9: W/2 W/2, N/2 NW/4
Weld County, Colorado



-  EXCLUSIVE AREA = 31.6 ACRES
-  APPROXIMATE Q PROPOSED 100' FLOWLINE AREA
-  APPROXIMATE Q PROPOSED 30' ACCESS ROAD AREA
-  APPROXIMATE Q EXISTING ACCESS ROAD AREA

FIELD DATE:
08-07-18

DRAWING DATE:
08-31-18

DRAWN BY:
RMC

CHECKED BY:
CLP

DISCLAIMER:
THIS PLOT DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON TO DETERMINE BOUNDARY LINES, PROPERTY OWNERSHIP OR OTHER PROPERTY INTERESTS. PARCEL LINES, IF DEPICTED HAVE NOT BEEN FIELD VERIFIED AND MAY BE BASED UPON PUBLICLY AVAILABLE DATA THAT ALSO HAS NOT BEEN INDEPENDENTLY VERIFIED.

DATA SOURCE:
AERIAL IMAGERY: ASCENT 08/2018, NAIP 2017

PUBLICLY AVAILABLE DATA SOURCES HAVE NOT BEEN INDEPENDENTLY VERIFIED BY ASCENT.

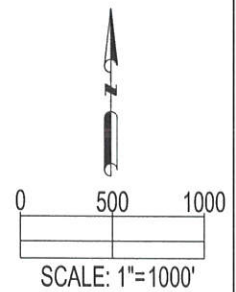
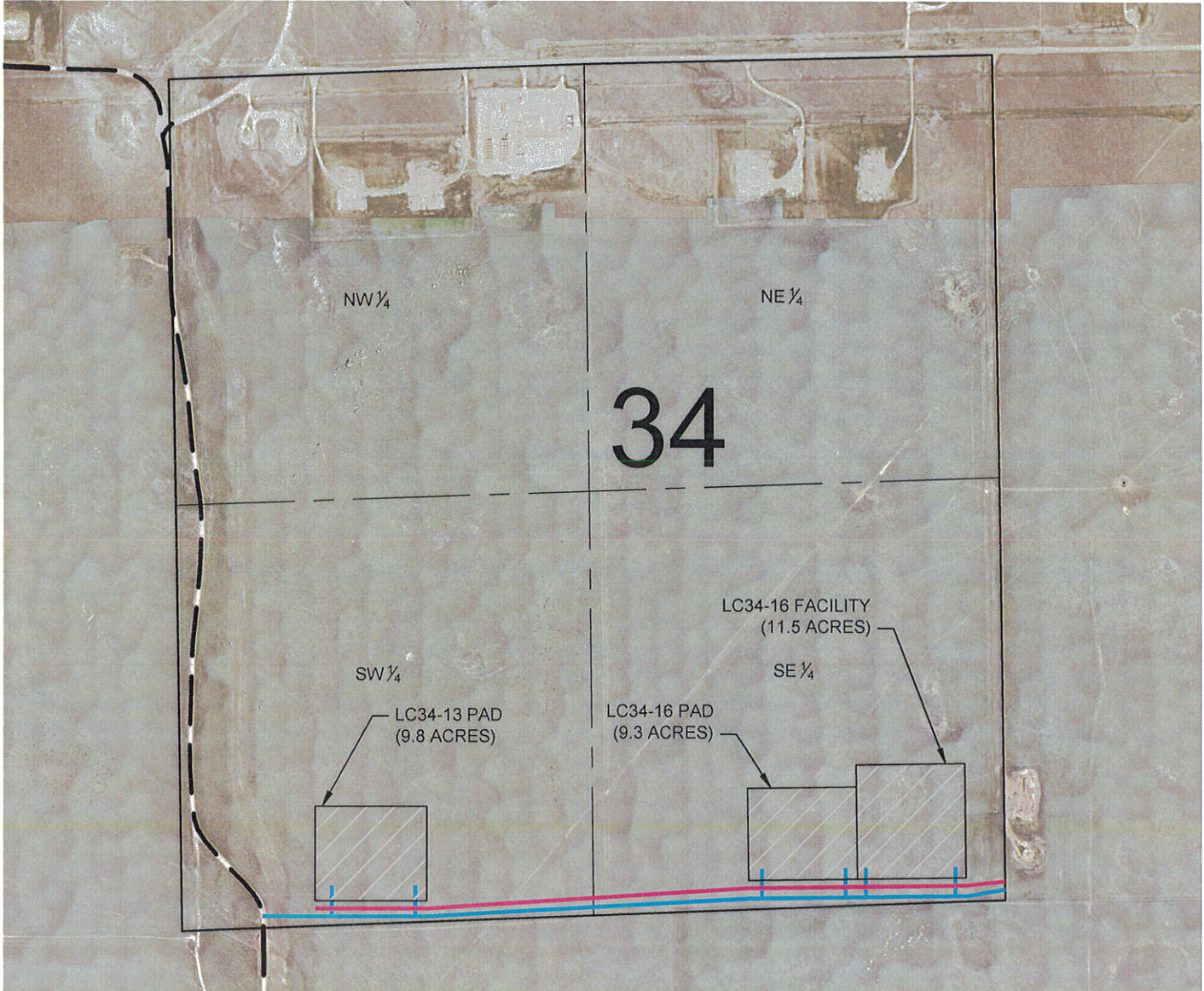


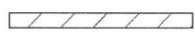



EXHIBIT A

SURFACE USE AGREEMENT AND GRANT OF EASEMENT

Attached to and by reference made a part of that certain Surface Use Agreement and Grant Of Easement dated 12/18/2018, by and between Wade E. Castor and Deland Todd Castor as "Owner", and Noble Energy, Inc. as "Noble" covering lands:

Township 9 North, Range 59 West 6th P.M.
SECTION 34: S/2 S/2
Weld County, Colorado



-  EXCLUSIVE AREA = 30.6 ACRES
-  APPROXIMATE \oslash PROPOSED 100' FLOWLINE AREA
-  APPROXIMATE \oslash PROPOSED 30' ACCESS ROAD AREA
-  APPROXIMATE \oslash EXISTING ACCESS ROAD AREA

FIELD DATE: 08-09-18

DRAWING DATE: 09-18-18

DRAWN BY: MJE

CHECKED BY: RMC

DISCLAIMER: THIS PLOT DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON TO DETERMINE BOUNDARY LINES, PROPERTY OWNERSHIP OR OTHER PROPERTY INTERESTS. PARCEL LINES, IF DEPICTED HAVE NOT BEEN FIELD VERIFIED AND MAY BE BASED UPON PUBLICLY AVAILABLE DATA THAT ALSO HAS NOT BEEN INDEPENDENTLY VERIFIED.

DATA SOURCE: AERIAL IMAGERY: ASCENT 08/2018, NAIP 2017

PUBLICLY AVAILABLE DATA SOURCES HAVE NOT BEEN INDEPENDENTLY VERIFIED BY ASCENT.

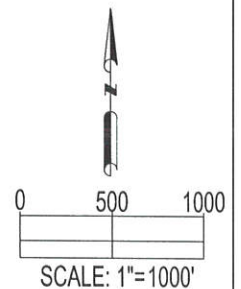





EXHIBIT A

SURFACE USE AGREEMENT AND GRANT OF EASEMENT

Attached to and by reference made a part of that certain Surface Use Agreement and Grant Of Easement dated 12/18/ 2018, by and between Wade E. Castor and Deland Todd Castor as "Owner", and Noble Energy, Inc. as "Noble" covering lands:

Township 9 North, Range 59 West 6th P.M.
SECTION 35: S/2 S/2
Weld County, Colorado



-  EXCLUSIVE AREA = 32.4 ACRES
-  APPROXIMATE \oslash PROPOSED 100' FLOWLINE AREA
-  APPROXIMATE \oslash PROPOSED 30' ACCESS ROAD AREA

FIELD DATE: 08-09-18
DRAWING DATE: 09-18-18
DRAWN BY: MJE
CHECKED BY: RMC

DISCLAIMER:
THIS PLOT DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON TO DETERMINE BOUNDARY LINES, PROPERTY OWNERSHIP OR OTHER PROPERTY INTERESTS. PARCEL LINES, IF DEPICTED HAVE NOT BEEN FIELD VERIFIED AND MAY BE BASED UPON PUBLICLY AVAILABLE DATA THAT ALSO HAS NOT BEEN INDEPENDENTLY VERIFIED.

DATA SOURCE:
AERIAL IMAGERY: ASCENT 08/2018, NAIP 2017

PUBLICLY AVAILABLE DATA SOURCES HAVE NOT BEEN INDEPENDENTLY VERIFIED BY ASCENT.

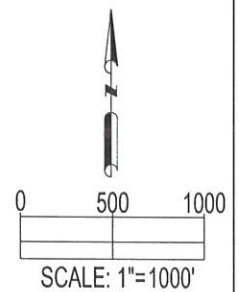
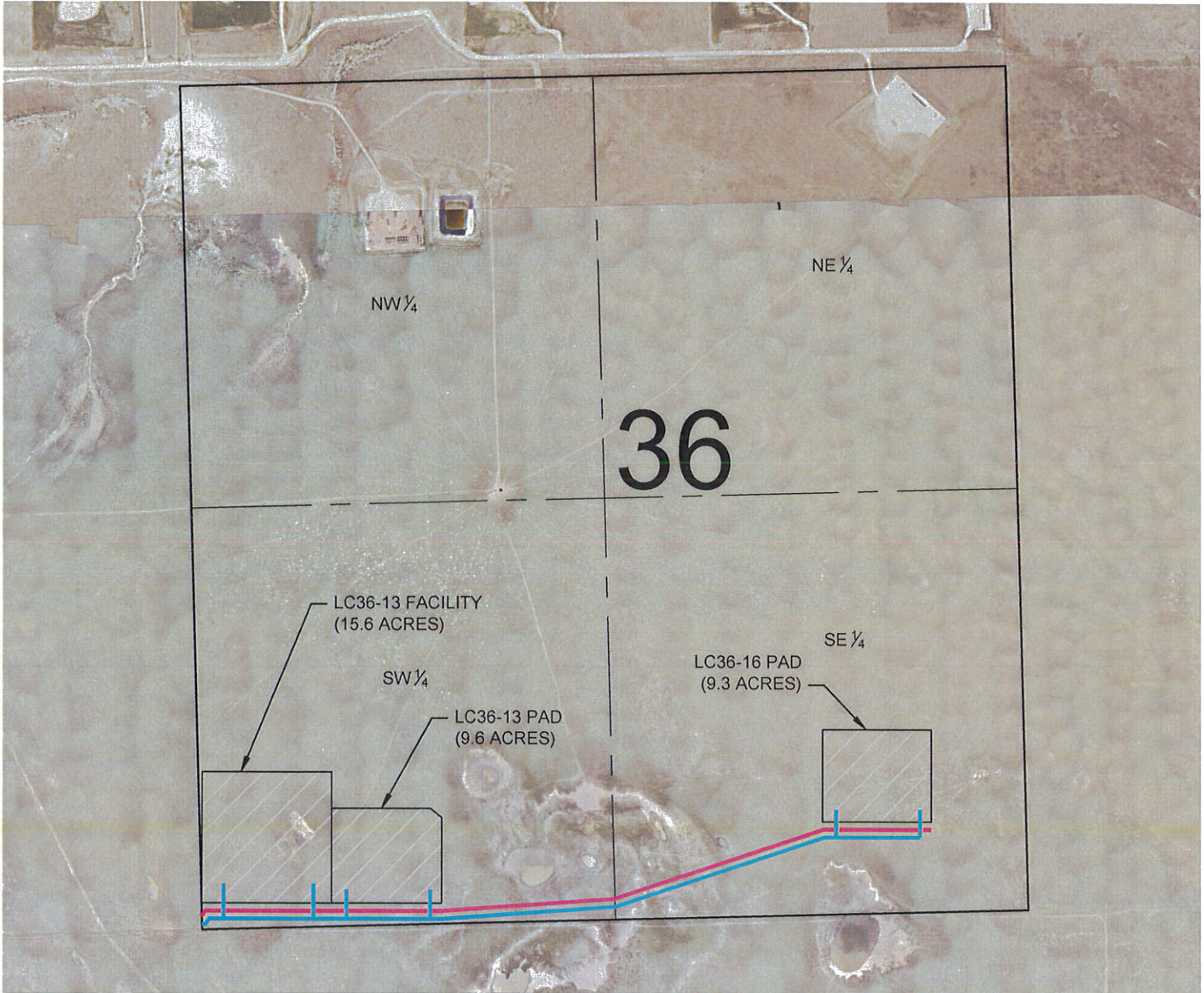





EXHIBIT A

SURFACE USE AGREEMENT AND GRANT OF EASEMENT

Attached to and by reference made a part of that certain Surface Use Agreement and Grant Of Easement dated 12/18/18 2018, by and between Wade E. Castor and Deland Todd Castor as "Owner", and Noble Energy, Inc. as "Noble" covering lands:

Township 9 North, Range 59 West 6th P.M.
SECTION 36: S/2 S/2
Weld County, Colorado



-  EXCLUSIVE AREA = 34.5 ACRES
-  APPROXIMATE Q PROPOSED 100' FLOWLINE AREA
-  APPROXIMATE Q PROPOSED 30' ACCESS ROAD AREA

FIELD DATE: 08-09-18
DRAWING DATE: 09-18-18
DRAWN BY: MJE
CHECKED BY: RMC

DISCLAIMER:
THIS PLOT DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON TO DETERMINE BOUNDARY LINES, PROPERTY OWNERSHIP OR OTHER PROPERTY INTERESTS. PARCEL LINES, IF DEPICTED HAVE NOT BEEN FIELD VERIFIED AND MAY BE BASED UPON PUBLICLY AVAILABLE DATA THAT ALSO HAS NOT BEEN INDEPENDENTLY VERIFIED.

DATA SOURCE:
AERIAL IMAGERY: ASCENT 08/2018, NAIP 2017

PUBLICLY AVAILABLE DATA SOURCES HAVE NOT BEEN INDEPENDENTLY VERIFIED BY ASCENT.

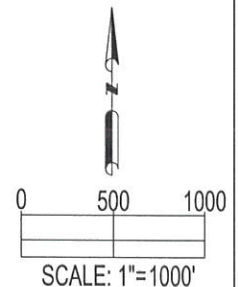


Exhibit "2"

RECORDING REQUESTED BY AND RETURN TO:

Lind, Ottenhoff & Root, LLP
355 Eastman Park Drive, Suite 200
Windsor, CO 80550

(SPACE ABOVE FOR RECORDER'S USE ONLY)

SPECIAL WARRANTY DEED

NCWYO Assets, LLC, a Delaware limited liability company, whose address is 1625 Broadway, Suite 2200, Denver, Colorado 80202, in consideration of the exchange of real property, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to **WADE E. CASTOR, DELAND TODD CASTOR**, whose address is 22791 WCR 39, Weldona, Colorado 80653, the following described real property in Weld County, Colorado:

Township 9 North, Range 59 West of the 6th P.M.
Section 19: E/2
Section 30: E/2E/2
Section 29: ALL
Section 28: S/2
Section 33: N/2N/2, SE/4NE/4, E/2SE/4

with all its appurtenances and warrants the title to the same against all persons claiming under it.

DATED this 11 day of January, 2018.

NCWYO ASSETS LLC, a Delaware limited liability company

By: R.M. Patten
R. Mark Patten, Vice President

MR

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 11 day of January, 2018 by R. Mark Patten as Vice President for NCWYO Assets LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

My commission expires: July 11, 2019

Keri J. Miller
Notary Public

KERI J. MILLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20114042855
MY COMMISSION EXPIRES JULY 11, 2019

Exhibit "3"

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS (Wellbore)

The undersigned, NOBLE ENERGY WYCO, LLC, a Delaware limited liability company, whose address is 1625 Broadway, Suite 2200, Denver, Colorado 80202 ("Assignor"), for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants, assigns, transfers and conveys to Wade E. Castor and Deland Todd Castor, ("Assignee") an overriding royalty interest (the "ORRI") in the amount of Two Percent (2%) on all oil, gas, casinghead gas and other hydrocarbon substances (collectively, "Hydrocarbons") produced and sold from the wellbores of any oil and gas wells hereafter drilled and completed by Assignor from the locations identified on Exhibit A as "LG09-04 Pad", "LG09-13 Pad", "LC34-13 Pad", "LC34-16 Pad", "LC35-14 Pad", "LC35-16 Pad", "LC36-13 Pad" or "LC36-16 Pad" (collectively, the "Wells"), and the leasehold rights in the leases described on Exhibit B (the "Leases"), *insofar and only insofar* as such leasehold rights are attributable to the wellbore spacing unit for such Wells and Leases, and *insofar and only insofar* as such rights entitle the owner thereof to Hydrocarbons produced from such Well through the circumference of the casing string of such Wells (but not from any existing wells on the Leases or Lands, including wells with wellbore spacing units that include a portion of the land covered by the wellbore spacing unit for the Well), insofar as such leasehold rights cover the lands (the "Lands") described on Exhibit B, proportionately reduced to Assignor's interest therein.

Assignor hereby expressly excepts, reserves and retains unto itself, and conveys no overriding royalty interest in and to, all of Assignor's right, title, interest and estate in and to the Leases and the Lands insofar as such right, title, interest, and estate are not attributable to or produced in connection with the wellbore rights in and to the Wells, including, without limitation, such rights and interest attributable to any existing wells on the Leases and Lands and any future wells on the Leases and Lands drilled from locations other than the locations identified on Exhibit A, or any wells on the Leases and Lands drilled and operated by a party other than Assignor.

TO HAVE AND TO HOLD the ORRI unto Assignee, its successors and assigns, forever, subject only to the following terms and provisions:

The ORRI herein transferred is payable out of the Hydrocarbons produced and sold from the Wells, pursuant to the terms and provisions of the Leases, any amendments, corrections, additions, or modifications of the Leases made prior to or after the execution of this assignment and is expressly subject thereto. Assignee agrees that future amendments, corrections, additions, or modifications of the Leases may be made without the consent or joinder of Assignee. Assignee accepts the assigned interest subject to all of the express and implied covenants and obligations of the Leases, insofar as they relate to the assigned interest.

The ORRI shall be free and clear of all drilling, testing, equipping, completing and operating costs and expenses, but shall be subject to a proportionate share of all taxes, and all gathering, transportation or similar charges applicable to or borne by the lessor under the terms of the Leases, to the extent applicable or allocated to the Wells. No payments to the ORRI will be made or shall accrue on any Hydrocarbons used for operating, developing, or producing purposes on the Lands under the Leases, or in treating the products produced to make them marketable, or which are unavoidably lost. No payments shall be made to the ORRI on Hydrocarbons used for recycling or repressuring operations that benefit the Leases.

If Assignor's interest in the Leases covers less than the entire mineral estate in the Lands, or Assignor's leasehold interest represents less than 100% of the leasehold estate in a part or all of the Lands, the ORRI in the Wells assigned to Assignee shall be reduced proportionately as to the affected Lease and Lands.

Assignor expressly reserves the right to pool, combine, or unitize, at any time and from time to time, either before or after production all or any portion of the Leases and Lands as to any depth or depths, with other land or leases. If pooled, combined or unitized, then the ORRI conveyed hereunder with respect to a Well shall be reduced in proportion that the acreage burden by the overriding royalty interest in such Well bears to all of the acreage included in such pooled unit for such Well.

This Assignment of Overriding Royalty Interest is made by Assignor and accepted by Assignee without any warranty whatsoever and without warranty of title, either express or implied, and without recourse.

The ORRI transferred herein and all other terms and conditions of this assignment shall apply to any and all extensions, renewal and substitute leases obtained by Noble, its successors or assigns, within one year of the termination of the Leases.

The terms and provisions of this Assignment shall be binding on and shall inure to the benefit of Assignor and Assignee and to their heirs, legal representatives, successors, and/or assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment of Overriding Royalty Interest on this 11 day of Jan 2018, but effective for all purposes as of the 18 day of Dec 2018.

ASSIGNOR:

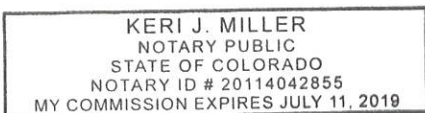
Noble Energy WyCo, LLC.

By: R.M. Patterson ^{LS}
Name: R.M. PATTERSON ^{NSR}
Title: VP NOBLE ENERGY INC

ACKNOWLEDGMENT

STATE OF COLORADO §
COUNTY OF Denver §

This instrument was acknowledged before me on January 11, 2019 by R. Mark Patterson as Vice President of Noble Energy WyCo, LLC.



Keri J. Miller
NOTARY PUBLIC in and for the aforesaid
County and State Denver Colorado
Name: KERI J MILLER
Commission Expires: July 11, 2019
Notary No. 20114042855

ASSIGNEE:

By: _____
Wade E. Castor, Owner

By: _____
Deland Todd Castor, Owner

ACKNOWLEDGMENT

STATE OF COLORADO §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ by _____,
an individual.

NOTARY PUBLIC in and for the aforesaid
County and State
Name: _____
Commission Expires: _____
Notary No. _____

ACKNOWLEDGMENT

STATE OF COLORADO §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ by _____,
an individual.

NOTARY PUBLIC in and for the aforesaid
County and State
Name: _____
Commission Expires: _____
Notary No. _____

Exhibit B

Attached to and made a part of that certain Assignment of Overriding Royalty Interests by and between Noble Energy WYCO, LLC. as Assignor and Wade E. Castor and Deland Todd Castor, as Assignee.

Agreement Number	Reception Number	Agreement Name	Original Lessee	Effective Date	Legal Description	Gross Acres
PC102557225	2154593	USA COC 27508	Lois A. Carlson	2/1/1979	<u>Township 8 North, Range 59 West, 6th P.M.</u> Section 1: Lots 1-4 (N2N2), S2NW, S2NE Section 2: Lots 1, 2 (N2NE), SWNE, SENE Insofar and only insofar as to the lands described above	543.31
PC102557226	2158082	USA COC 28083	W. H. Brown	9/1/1979	<u>Township 8 North, Range 59 West, 6th P.M.</u> Section 1: S2 Section 2: E2SE, W2SE Insofar and only insofar as to the lands described above	640
PC102557228	2158082	USA COC 67098	W. H. Brown	9/1/1979	<u>Township 8 North, Range 59 West, 6th P.M.</u> Section 2: S2NW, W2SW, E2SW Insofar and only insofar as to the lands described above	240
PC102557135	NA	USA COC 65488	Walsh Production Inc.	12/1/2001	<u>Township 8 North, Range 59 West, 6th P.M.</u> Section 3: Lot 1, 2 (N2NE), S2NE, SENW Insofar and only insofar as to the lands described above	216.41
Q093081000	4132358	USA COC 76970	Baseline Minerals Inc.	7/1/2015	<u>Township 8 North, Range 59 West, 6th P.M.</u> Section 7: Lots 1-4 (W2W2), W2NE, E2W2, N2SE Insofar and only insofar as to the lands described above	484.64
PC102561000	2213391	USA COC 28082	Lee J. Roller	9/1/1979	<u>Township 8 North, Range 59 West, 6th P.M.</u> Section 7: E2NE, S2SE Section 8: W2NE, NW Insofar and only insofar as to the lands described above	400
PC102658002	NA	USA COC 58653	Frank H Walsh	12/1/1995	<u>Township 8 North, Range 59 West, 6th P.M.</u> Section 11: N2NE Insofar and only insofar as to the lands described above	80

Exhibit B

Attached to and made a part of that certain Assignment of Overriding Royalty Interests by and between Noble Energy WYCO, LLC. as Assignor and Wade E. Castor and Deland Todd Castor, as Assignee.

Agreement Number	Reception Number	Agreement Name	Original Lessee	Effective Date	Legal Description	Gross Acres
PC102659002	NA	USA COC 58654	Frank H Walsh	12/1/1995	<u>Township 8 North, Range 59 West, 6th P.M.</u> Section 11: S2NE Insofar and only insofar as to the lands described above	80
PC102557224	NA	USA COC 58655	Frank H Walsh	12/1/1995	<u>Township 8 North, Range 59 West, 6th P.M.</u> Section 12: W2NW Insofar and only insofar as to the lands described above	80

End of Exhibit B