

THIS AGREEMENT made this 16th day of October 1970 between UNION PACIFIC RAILROAD COMPANY, a Utah corporation authorized to do business in the State of Colorado, Lessor, and PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation authorized to do business in said State, Lessee, INDEXED

WITNESSETH:

1. Lessor, for a good and valuable consideration, receipt of which is hereby acknowledged and in consideration of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (gas for all purposes being defined without limitation, to include dry gas, casinghead gas, distillate, condensate, helium and all other gaseous substances), and associated liquid hydrocarbons, and, subject to the provisions of Sections 14, 15 and 16 hereof, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products and housing its employees, the following described land in Weld County, Colorado to-wit:

See description on attached Exhibit "A"

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all oil, gas and associated liquid hydrocarbons underlying lakes, rivers, streams, roads, easements and rights-of-way (other than railroad rights-of-way) which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 5.737.27 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 5 years from its date (called "primary term") and as long thereafter as oil, gas or associated liquid hydrocarbons or any of them are produced from said land hereunder, or drilling or reworking operations are conducted thereon.

3. Lessee, within three months from the date of this lease, shall commence the actual drilling of a test well on the leased premises; and thereafter shall prosecute the drilling of said well diligently, without unnecessary delay and in a workmanlike manner. If the actual drilling of said well is not commenced within the time prescribed, this lease will automatically terminate.

4. The royalties to be paid by Lessee are: (a) on oil and on associated liquid hydrocarbons, 15% of that produced and saved from said land, the same to be delivered free of cost at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected; (b) on gas produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of 15% of the gas so sold or used; provided that on gas sold at the wells the royalty shall be 15% of the amount realized from such sale. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

While there is a well on the leased premises or on acreage pooled therewith capable of producing only gas, but from which well production is not being sold or used, and in the absence of oil or other production from said premises, this lease shall be extended for a period of 90 days from the date such well is shut-in, and Lessee may tender or pay annually as royalty a sum equal to the amount of annual rentals which would be payable during the primary term to defer drilling operations on the leased premises then subject to this lease; payment or tender of such royalty to be made as provided in Section 5 hereof, with the first payment to be made on or before 90 days from and after the date on which such well is shut-in and a similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in. If such payments are so made, it shall be considered that gas is being produced in paying quantities from the leased premises under all the terms and provisions of this lease.

If any portion of the leased premises is included in a pooled unit, the amount of the shut-in royalty applicable to the Lessor's interest therein shall be reduced in the proportion that the amount of Lessor's net mineral acres included in any such pooled unit upon which such gas well is situated bears to the total acreage contained in such pooled unit as provided in Section 7 hereof.

Lessee shall use reasonable diligence to market gas capable of being produced in paying quantities from a shut-in well, but shall be under no obligation to market same under terms, conditions or circumstances which, in Lessee's good faith judgment, are unreasonable or unsatisfactory.

Lessee may from time to time purchase any royalty portion of oil or associated liquid hydrocarbons in its possession, paying the market price therefor prevailing in the field where produced on the date of purchase; provided, however, that if Lessor shall so elect, Lessee shall deliver to Lessor in kind its royalty share of oil and associated liquid hydrocarbons. In the event of such election, Lessor shall give to Lessee not less than 60 days' notice of its election and shall take said royalty share in kind for a period of not less than six (6) months following the termination of said sixty (60) day period. Any such deliveries are to be made from the facilities of Lessee, which shall have been installed for its own convenience at times and in amounts which equitably adjust deliveries of both parties.

5. If the well provided for in Section 3 hereof is drilled and completed as a dry hole and if operations for drilling are not commenced on said land as hereinafter provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor, Attn: Assistant Treasurer, Natural Resources Division-Petroleum, P. O. Box 3467, Enid Oklahoma, 73701, the sum of Five Thousand Seven Hundred Thirty-Seven and 27/100 Dollars (\$5,737.27)

(herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft or check at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor, on or before the rental paying date, shall be deemed payment as herein provided. Lessee may at any time execute and place of record a release or releases covering any portion or portions of the above described premises, furnishing a copy thereof to Lessor, and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date, make a bona fide attempt to pay rental to Lessor and if such payment shall be in an incorrect amount, Lessee shall be unconditionally obligated to pay to Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment had been properly made, provided that the erroneous rental payment be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the cessation of production or drilling or reworking on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas or associated liquid hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or associated liquid hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee is conducting operations for drilling a new well or reworking an old well, this lease nevertheless shall continue in force as long as such drilling or reworking operations continue, or if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force if drilling or reworking operations are commenced within sixty (60) days after such cessation of production; if production is restored or additional production is discovered as a result of any such drilling or reworking operations, conducted without cessation of more than sixty (60) days, this lease shall continue as long thereafter as oil, gas or associated liquid hydrocarbons are produced and as long as additional drilling or reworking operations are had without cessation of such drilling or reworking operations for more than sixty (60) consecutive days.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten per cent (10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten per cent (10%) of six hundred and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereof of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its net mineral acres placed in the unit bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

This Section 7 shall not affect the provisions of Section 3.

8. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligations as to the acreage surrendered arising subsequent to the date of surrender. Lessee shall have the right at any time during or within one year after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing.

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assign-



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OIL AND GAS LEASE
(PAID UP)

THIS OIL AND GAS LEASE (the "Lease") is effective as of August 1, 2007 between ANADARKO E&P COMPANY LP, a Delaware limited partnership and ANADARKO LAND CORP., a Nebraska corporation, both of whose address is 1099 18th Street, Suite 1800, Denver, CO 80202 (hereafter collectively referred to as "Lessor") and NOBLE ENERGY, INC., a Delaware corporation, whose address is 1625 Broadway, Suite 2200, Denver, CO 80202 ("Lessee").

WITNESSETH:

1. **LEASED PREMISES.** For and in consideration of One Hundred dollars (\$100.00), the adequacy, receipt and sufficiency of which are hereby acknowledged, and in consideration of the royalties herein provided and of the agreement of Lessee herein contained and subject to the limitations set forth herein, Lessor hereby grants, leases and lets exclusively unto Lessee one hundred percent (100%) of Lessor's right, title and interest in and to the oil and gas, including, without limitation, nitrogen, carbon dioxide, hydrogen sulfide, and other gaseous substances (except steam, helium and all coalbed methane gas producible from coal formations or seams) and products associated therewith, and associated liquid hydrocarbons contained therein (all such substances are sometimes collectively referred to herein as "covered minerals") in and under the following described property (the "Leased Premises")

Township 3 North, Range 65 West, 6th P.M.: Section 15 NE/4 From the base of Sussex formation to the top of the J-Sand
Township 3 North, Range 65 West, 6th P.M.: Section 15 ALL Below the base of the J-Sand formation

for the purposes of exploring, drilling, operating, producing and saving, the covered minerals produced from the Leased Premises; provided, however, Lessor reserves all rights, horizons, strata and formations which are not affected by this Lease, including, but not limited to, the right to the concurrent use of the drill pad and surface and the right to drill through the covered interval; and further provided, Lessee shall have the non-exclusive right to conduct geophysical operations and evaluations upon the Leased Premises; and further provided, Lessee shall have the non-exclusive right to construct, maintain and remove pipelines, roads, buildings, tanks, power and telephone lines and other structures and facilities on the Leased Premises as may be necessary to explore and drill for, produce, save, treat, store and transport, the covered minerals produced hereunder; and further provided that this Lease is made subject to all existing roads, easements and any other property interests in the Leased Premises and is further subject to any restrictions or limitations set forth in any recorded instruments affecting the Leased Premises. For shut-in royalty payment purposes only, the Leased Premises shall be deemed to contain 160 acres, whether it actually comprises more or less.

2. **DELAY RENTALS.** This is a paid-up lease and there shall be no requirement for Lessee to pay delay rentals.

3. **PRIMARY TERM.** Subject to the other provisions herein contained, this Lease shall be for a primary term expiring at 12:00 a.m., MST on November 30, 2010 (the "Primary Term") and shall continue in full force and effect as long thereafter as oil, gas, or associated liquid hydrocarbons or any of them are produced from the Leased Premises in paying quantities hereunder, or as long as this Lease is maintained in force in any other manner as provided for herein. Unless otherwise provided in this Lease, "paying quantities" shall mean quantities sufficient to pay the cost of overhead, plus a reasonable profit, exclusive of drilling and completion costs.

4. **ROYALTIES AND STATEMENTS.** Subject to the right of election reserved to Lessor below to take its share of production in kind, the royalties to be paid by Lessee are twenty percent (20%) of eight-eighths of the value of all covered minerals produced and saved from the Leased Premises, delivered free and clear of all costs at the tailgate of the plant to which the covered minerals are delivered or, for covered minerals that are not processed, at the inlet of the market transmission pipeline to which the same are delivered, said value being determined as follows: (a) for any oil and liquid hydrocarbons recovered at the well, the greater of the market value at the well or the amount realized from the sale of such oil and liquid hydrocarbons; (b) for gas used by Lessee off the Leased Premise, the highest prevailing Gas Market Price of such gas in the area so used; (c) for gas that is sold by Lessee but not processed, the Gas Market Price at the inlet of the market transmission pipeline to which such gas is delivered; and (d) for gas that is sold by Lessee and delivered for processing, the Gas Market Price of the residue gas at the tailgate of the plant to which the gas is delivered, plus the market value of the products recovered when such gas is processed; provided that in the event gas, including gas from oil wells, is processed in any facility or plant in which Lessee, or any subsidiary, parent or affiliate of Lessee, has, directly or indirectly, an ownership or operating interest, then the value of such gas shall not be less than: (x) the combined values at the plant of all products extracted therefrom and the residue gas, (y) the Gas Market Price of such gas, or (z) the value Lessee is receiving for its production, whichever value is greater; and provided further that the royalty shall never be based on an amount realized from such sale that is less than the amount which Lessee is receiving for its production. As used herein the term "Gas Market Price" shall mean the arithmetic average of the prices reported in the first issue of the month of delivery for the price references included in the Market Price

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Index. As used herein, the term "Market Price Index" for a particular point of delivery shall mean the index related to the first interstate pipe as published in the Inside FERC Gas Market Report. If none of the indices referred to are reported or if the Inside FERC Gas Market Report ceases to be available, then Lessor and Lessee will mutually agree to a similar index or publication. For avoidance of doubt, royalty is to be paid on all payments received by Lessee under or as a result of a gas purchase contract, including, but not limited to, reservation charges and, when gas for which payment has been made earlier is eventually produced, take-or-pay or contract settlement proceeds and amounts paid for gas not taken.

Lessee shall have free use of oil and gas from the Leased Premises for operations on the Leased Premises, and the royalty on oil and gas shall be computed after deducting any production so used. Lessor shall bear all severance taxes levied against its royalty percentage of all production hereunder, and payment of royalties shall be made after deduction of the severance taxes paid by Lessee thereon. Subject to the foregoing, the royalties payable under this Lease shall be free and clear of costs or deductions for exploration, drilling, development, operation and production, including, but not limited to, costs of separating by mechanical means, gathering, dehydrating, compressing, processing, treating, storing, transporting, marketing, delivering, or any other charge or deduction whatsoever whether of the same or different character unless expressly authorized and agreed to in writing between Lessor and Lessee.

On or before the 180th day after the first day of the month following the date of first sales of any of the covered minerals, Lessee shall mail or deliver to Lessor an itemized statement showing the total production of each substance, including products extracted from gas, during the preceding calendar month, the royalties payable thereon, the data used to compute such royalties, an explanation of the manner in which such royalties were determined and computed and any other information required by applicable statute or regulation (collectively, the "Statement"). At the same time, Lessee shall remit to Lessor the royalties due hereunder on production during the period of time covered by the Statement. Thereafter, on or before the 30th day of each calendar month following the month of production, Lessee shall deliver the Statement and remit royalties due hereunder on production during the period of time covered by the Statement. In recognition of the business necessity of Lessor receiving the Statements in a timely fashion, Lessee, by acceptance of this Lease, and in addition to any other remedy available to Lessor, agrees to pay as partial liquidated damages to Lessor, the sum of One Hundred Dollars (\$100.00) for each month or portion thereof that Lessee fails to furnish the Statements in a timely manner from the date due until paid, together with interest on the cumulative amount at the highest rate allowed by law plus all costs of collection, including attorney's fees. In addition, Lessor shall have the right to audit and review all information (including without limitation, all books, records, contracts, correspondence, run tickets, evidence of sales and shipments, reports and analyses, and electronically stored information and data) possessed by or available to Lessee which may be pertinent to the determination of the payment of royalty or other amounts due under this Lease, at the office where such information is maintained. Such information shall include that submitted to third parties (including government entities) respecting production from the Leased Premises or lands pooled therewith and relating to any royalty or to any tax based upon the value of production. In conjunction with any audit Lessee shall, to the fullest extent practicable, assemble and present the information so that it is complete. If for any reason whatsoever royalties hereunder are not paid when the same are due, then Lessor shall notify Lessee of the failure to pay. Lessee shall promptly remit the payment to Lessor. If Lessee fails to remit the payment to Lessor on or before the sixtieth (60th) day following delivery of such notice, then Lessor shall have the option to terminate this Lease and be relieved from any obligation hereunder unless there is a good faith dispute as to the amount of royalties due and provided all undisputed royalties have been paid when due. Lessor's right to terminate this Lease is exercisable by filing with Lessee and of record a notice of termination. In addition to any other remedy available to Lessor, all such unpaid royalties shall bear interest at the maximum legal rate from the date due until paid and payable out of Lessee's share of production hereunder. **THE PROVISIONS OF THIS SECTION 4 SHALL SURVIVE ANY TERMINATION OF THIS LEASE.**

5. **RIGHT TO TAKE PRODUCTION IN KIND.** Lessor expressly reserves the right, at any time and from time to time, to take in kind or separately dispose of its proportionate share of (i) oil and other liquid hydrocarbons saved at the well and placed into storage tanks on the Leased Premises; (ii) products recovered in a processing plant and placed into storage tanks or onto storage sites at the plant; and (iii) gas, at the tailgate of the plant, if processed; and (iv) gas at the inlet of the market transmission pipeline, if not processed. In the event of such election with respect to oil and products, Lessor shall give to Lessee not less than sixty (60) days notice of its election and shall take its proportionate share in kind for a period of not less than six (6) months following the termination of said sixty (60) day period. Any deliveries of production are to be made free of all costs from Lessee's facilities at times and amounts which equitably adjust deliveries between the parties. With respect to residue gas at the tailgate of the plant or unprocessed gas at the inlet of the market transmission pipeline to which such gas is delivered by Lessee free of all costs, Lessee shall give Lessor notice if it intends to enter into a gas contract on its share of the gas, and Lessor shall have a period of thirty (30) days from receipt of a copy of the gas sales agreement which Lessee is willing to execute to notify Lessee in writing that Lessor elects to take its proportionate share in kind. If Lessor fails to take in kind or separately dispose of its proportionate share of production within such 30-day period, then Lessee may sell such production to others, for the account of Lessor, at the market price in the field at the time of delivery for production of like quality produced in the same field in which the well is located, but in no event for less than the amount which Lessee is receiving for its production and will account to Lessor for the royalty on the full value thereof, as herein provided. Any such sale by Lessee shall be subject always to the right of Lessor to exercise its right to take in kind or separately dispose of its share of production and in no event shall the period of time be in excess of one year. Lessor hereby reserves the right to nominate an affiliate, or other third party, to act on its behalf relative to Lessor's right to take production in kind.

6. CONTINUOUS OPERATIONS. If at the expiration of the Primary Term Lessee is engaged in operations for the drilling, reworking or completion of a well upon the Leased Premises or lands pooled therewith, this Lease shall continue in full force and effect as long as drilling, reworking or completion operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if such drilling, reworking or completion operations result in production of oil or gas or associated liquid hydrocarbons in paying quantities, then for so long thereafter as such production in paying quantities continues or this Lease is otherwise maintained in full force and effect under the provisions hereof. If production on this Lease ceases after the expiration of the Primary Term, this Lease shall continue in full force and effect if drilling, reworking or completion operations are commenced within ninety (90) days after such cessation of production; and if production is restored or new production is discovered as a result of any such operations, conducted without cessation of more than ninety (90) consecutive days, this Lease shall continue so long thereafter as production in paying quantities, or additional drilling, reworking or completion operations are prosecuted without cessation of such production for more than ninety (90) consecutive days. In the event Lessee fails or ceases to prosecute or conduct continuous operations on the Leased Premises as herein provided, this Lease shall immediately terminate and all of the rights of Lessee hereunder shall immediately cease, terminate and be forfeited, without notice, demand or putting in default, as to all of the Leased Premises except those portions, if any, which Lessee may be permitted to retain under the terms of Section 9. LESSEE'S RETENTION OF INTERESTS hereof. Except as set forth in this Section 6 and in Section 9. LESSEE'S RETENTION OF INTERESTS, in the event any portion of the Leased Premises should be pooled or unitized with other property so as to create one or more units, then, operations on or production from any such pooled area or unit shall not serve to maintain this Lease in effect as to any portion of the Leased Premises located outside of said pooled area or unit.

7. OFFSET OBLIGATION. If a well capable of producing oil, gas or other hydrocarbons in paying quantities should hereafter be completed on property in which the oil and gas minerals are owned by a party other than Lessor, other than the Leased Premises, and within 460 feet of the Leased Premises for an oil well and within 460 feet of the Leased Premises for a gas well, and if no well offsetting same should have been drilled on the Leased Premises, then, within ninety (90) days after production reports for the first month of production and the two succeeding months thereafter are reported by the state or are otherwise available to the Lessee, Lessee shall commence operations for and thereafter diligently prosecute the drilling of an offset well on the Leased Premises, to test the same formation from which the draining well is then producing, at a location which will adequately protect the Leased Premises from drainage. If a well capable of producing oil, gas or other hydrocarbons in paying quantities should now exist in which the oil and gas minerals are owned by a party other than Lessor, other than the Leased Premises, and within 460 feet of the Lease Premises for an oil well and within 460 feet of the Leased Premises for a gas well, and if no well offsetting same should have been drilled on the Leased Premises, then, within eighteen (18) months from the date hereof, Lessee shall commence operations for and thereafter diligently prosecute the drilling of an offset well on the Leased Premises to test the same formation from which the draining well is then producing, at a location which will adequately protect the Leased Premises from drainage. For purposes of this Section 7 only, "paying quantities" shall mean quantities sufficient to recoup one hundred percent (100%) of the drilling cost and monthly operating expenses, plus a reasonable profit. If Lessee is prevented or delayed by any causes mentioned in Section 12. Force Majeure hereof from drilling an offset well or wells pursuant to this provision, this Lease may be maintained by payment to Lessor of a compensatory royalty ("Compensatory Royalty Payments") equal to one-half (1/2) of the royalties which would have been payable to Lessor under this Lease if the well to be offset had been located on the Leased Premises based on the actual production of the offset well, such Compensatory Royalty Payments to be effective as of the 180th day following the date upon which Lessee should have commenced operations for the drilling of an offset well, as stipulated herein and shall terminate the day upon which Lessee commences operations for the drilling of such offset well but in no event can Lessee satisfy its obligation for the drilling of an offset well by making Compensatory Royalty Payments beyond the earlier to occur of (i) the expiration of the Primary Term, or (ii) a period of two (2) years after the required date for commencement of such operations. If Lessee fails to timely drill a required offset well or maintains this Lease in the manner stipulated herein by payment of Compensatory Royalty Payments, it shall promptly surrender this Lease as to only the drillsite spacing unit adjacent to the offset well, and only insofar as the producing formation in the draining well. For purposes of this Section 7, "drillsite spacing unit" is defined as the land included in the drilling and production unit established for the well or attributed to the well by the state or federal regulatory authority having jurisdiction; if no unit or spacing rule exists, then drillsite spacing unit shall be defined as the eighty (80) acre tract surrounding an oil well or the three hundred twenty (320) acre tract surrounding a gas well. Lessee shall retain (i) the remainder of the Leased Premises, (ii) any existing wellbores located on the surrendered drillsite spacing unit which is producing from a formation other than the formation from which the offset well is producing, and (iii) so much of Lessee's ancillary rights granted herein to use of the surface of the entire Leased Premises to allow Lessee to continue to use any and all easements and facilities reasonably required by Lessee in its operations on the non-surrendered Leased Premises notwithstanding the surrender of such drillsite spacing unit. Prior to the termination or forfeiture of this Lease and prior to any assignment thereof, Lessee may at any time execute and place of record a release or releases covering all or any portion of the Leased Premises, but shall not thereby be relieved as to the acreage surrendered of any obligations arising from or caused by activities of Lessee prior to said release other than the obligation for the drilling of an offset well pursuant to this Section 7 provided such release is recorded on or before the 180th day following the date upon which Lessee should have commenced operations for the drilling of an offset well. All such releases shall be made free of encumbrances created by or under Lessee and Lessee shall provide Lessor a copy of the recorded release within ninety (90) days of its effective date.

8. **SHUT-IN WELLS.** After the expiration of the Primary Term, for each completed gas well located on the Leased Premises or lands pooled therewith which is capable of producing in paying quantities, but which is shut in because of the lack of an available market for the gas to be produced therefrom, shall nevertheless be deemed to be a well producing gas in paying quantities, and Lessee shall pay to Lessor, as royalty, a sum equal to Five and No/100 Dollars (\$5.00) per net acre covered by this Lease ("Shut-in Well Payments"), which payment shall be made to Lessor at 1099 18th Street, Suite 1800, CO 80202, ATTN: Manager, Land Administration, on or before the ninetieth (90th) day from and after the date on which such well is or was shut-in, and annually thereafter a similar payment may be made on or before the anniversary date on which such well was shut-in. If such payment, or payments, are timely made, it shall be considered that gas is being produced in paying quantities from the Leased Premises under all the terms and provisions of this Lease (but only for so long as the well continues to be capable of producing in paying quantities). Notwithstanding the foregoing, Lessee may not maintain this Lease by making Shut-in Well Payments as to any well more than three (3) cumulative years during any five (5) year period.

Lessee shall be obligated to use diligence to market gas capable of being produced in paying quantities from a shut-in well, but shall be under no obligation to market same under terms, conditions or circumstances which are unreasonable.

9. **LESSEE'S RETENTION OF INTERESTS.** At the expiration of the Primary Term, this Lease shall terminate as to all land which is not located in a drillsite spacing unit (as defined in Section 7 hereof) in which there is a well on the Leased Premises or on lands pooled therewith which is producing oil or gas in paying quantities, or a shut-in gas well (as described in Section 8 above), and in any such producing drillsite spacing unit or units, this Lease shall terminate as to those depths lying below the stratigraphic equivalent of the base of the deepest producing horizon in each drillsite spacing unit of land. If at the expiration of the Primary Term Lessee is engaged in actual drilling, reworking or completion operations on the Leased Premises or lands pooled therewith, this provision shall be suspended for so long as Lessee continues such operations on the Leased Premises or lands pooled therewith with no cessation of more than ninety (90) consecutive days between the completion or abandonment of such operations on one well and the commencement of actual drilling, reworking or commencement operations on the next well; provided, further, that regardless of any such continuous drilling, reworking or completion operations, the termination of this Lease as to non-producing land and depths shall not be suspended for more than three (3) years from the expiration of the Primary Term hereof. In the event a drillsite spacing unit, affecting any well then located on the Leased Premises or on lands pooled with the Leased Premises, should subsequently be established or revised by order of governmental authority, after notice and hearing, then this Lease shall terminate as to all land which is not then located in the newly established or revised drillsite spacing unit. If the Leased Premises are included in a federal unit, then for the purposes of this provision the references to "lands pooled with the Leased Premises" shall include only that land which is included in an approved participating area and Lessee shall re-assign to Lessor that portion of the Leased Premises not included in an approved participating area, but which will continue to be included in a federal unit. In the event there is a partial termination of this Lease or any portion of the Leased Premises is re-assigned under this Section 9, Lessee shall retain Lessee's ancillary rights granted herein to use of the surface of the entire Leased Premises to allow Lessee to continue to use any and all easements and facilities reasonably required by Lessee in its operations on the non-surrendered or non-terminated Leased Premises notwithstanding such partial termination of this Lease or re-assignment of a portion of the Leased Premises.

10. **POOLING.** Lessee may not commit the Leased Premises or any portion thereof to a federal unit without the prior written consent of Lessor. Except as expressly provided in the preceding sentence, Lessee, at its option, is hereby given the right and power to pool or combine the Leased Premises or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate the Leased Premises. Any such pooling shall be into a well unit or units not exceeding eighty (80) acres, plus an acreage tolerance of ten percent (10%), for oil, and not exceeding three hundred twenty (320) acres, plus an acreage tolerance of ten percent (10%), for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by state governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this Lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the right of the Lessee hereunder to pool this Lease or portions thereof into other units. Lessee shall execute in writing and place of public record in the county or counties in which the pooled Leased Premises are located an instrument or instruments identifying and describing the pooled acreage. In order to be effective, Lessee shall promptly furnish to Lessor a copy of the document pooling the acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this Lease, and drilling, reworking and completion operations thereon, and production of oil and gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on, or such production were from, or such completion were on the Leased Premises, whether or not the well or wells be located on the Leased Premises. In lieu of the royalties elsewhere herein provided, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its net mineral acres placed in the unit bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declaration of pooling identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of pooling is

not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of pooling shall not become effective until the first day of the calendar month next following the filing thereof and the furnishing to Lessor of a copy of such supplemental declaration. In the absence of production, Lessee may terminate the unitized area by filing with Lessor and of record a notice of termination.

11. **ASSIGNMENT.** The rights of Lessor may be assigned in whole or in part. This Lease may not be assigned by Lessee in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Withholding consent shall be deemed reasonable if, in Lessor's sole judgment, the numbers of assignees are excessive, an assignee's technical competence or financial ability could be inadequate or Lessee refuses to accept responsibility for the performance of any of its successors in interest. Any attempted assignment by Lessee of the rights arising under this Lease without such consent shall be void and of no effect. No change in the ownership of the land by Lessor, or any interest therein, shall be binding on Lessee or any purchaser of production hereunder, until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings, and all other necessary evidence of any transfer, or sale of said rights. Lessee shall continue to be responsible to Lessor for all unpaid sums due Lessor, as well as all obligations under Sections 4. **ROYALTIES AND STATEMENTS**, 15. **INDEMNITY** and 16. **PROTECTION AND RESTORATION OF LEASED PREMISES**. In addition, the assignment of this Lease, in whole or in part, shall not be valid as to Lessor until Lessor shall have been furnished a true and correct certified copy of such assignment filed of public record in the applicable county or counties in which the Leased Premises are located. No change or division in ownership of the land, shut-in payments, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee.

12. **FORCE MAJEURE.** Except as otherwise specifically provided herein, when drilling, reworking, completion, production or other operations are prevented or delayed by any applicable laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, which by exercise of due diligence Lessee is unable to avoid, this Lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof but in no event can more than two (2) additional years be added. In any event, when the cause or matter so preventing or delaying such operations is removed or ceases to exist, Lessee shall, within 90 days thereafter, resume such operations. Lessee shall not be liable for breach of any express or implied covenants of this Lease when drilling, reworking, completion, production or other operations are so prevented, delayed or interrupted. Lessee shall immediately notify Lessor in writing, setting forth the full circumstances, when drilling, reworking, completion, production or other operations are so prevented or delayed. Lessee shall provide Lessor with written notice of the date upon which any force majeure ceases to be operative. The requirements to notify Lessor of the commencement and termination of any particular period of force majeure and the receipt by Lessor of such reports shall not be deemed an admission by Lessor that force majeure is actually operative and shall not preclude Lessor from contending that force majeure is not operative. Failure of Lessee to timely give Lessor any notice of the commencement of a force majeure shall not prevent force majeure from being operative if it is in fact and law operative.

13. **PROPORTIONATE REDUCTION.** If Lessor owns an interest in the Leased Premises less than the entire fee simple estate, or if this Lease covers less than Lessor's entire interest in the Leased Premises, then the Shut-in Well Payments, Compensatory Royalty Payments and royalties to be paid Lessor shall be reduced proportionately.

14. **NO WARRANTY.** The rights granted under this Lease are granted **WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED**, and without covenants of title, including, without limitation, covenants to give possession or for quiet enjoyment.

15. **INDEMNITY.**

(a) **Definitions -**

(i) "Claim" or "Claims" means, unless specifically provided otherwise, all claims (including, but not limited to, those for damage to property, bodily injury, personal injury, illness, disease, maintenance, cure, loss of parental or spousal consortium, wrongful death, loss of support, death, and wrongful termination of employment), damages (including damages to property that result from pollution as well as the damages that result from the control, removal, restoration and cleanup of pollution or contamination), liabilities (including, but not limited to, plugging liability), losses, demands, liens, encumbrances, fines, penalties, causes of action of any kind (including actions for indirect and consequential damages, but excluding those for punitive and exemplary damages), obligations, costs, judgments, interest and awards (including payment of reasonable attorneys' fees and costs of litigation) or amounts, of any kind or character, whether under judicial proceedings, administrative proceedings or otherwise, or conditions in the Leased Premises or attributable to any person or persons, Lessor, any member of Lessor Indemnitees, Lessee or any member of Lessee Group, breach of representation or warranty (expressed or implied), under any theory of tort, contract, breach of contract (including any Claims which arise by reason of indemnification or assumption of liability contained in other contracts entered into by Lessor Indemnitees) arising out of, or incident to or in connection with this Lease or any operation, activity, facility or

occupancy of the Leased Premises or lands pooled therewith including, but not limited to, the following: (A) any activity conducted in connection with this Lease, whether or not expressly or impliedly authorized or required by this Lease; (B) plugging and abandonment of producing wells, non-producing wells, existing wellbores, or previously plugged wellbores; (C) management, use, and disposal of produced water and wastes or substances associated with lease activity; (D) the generation, management, processing, handling, transportation, storage, treatment, recycling, marketing, use, disposal, release, or threatened release, of oil, natural gas, natural gas liquids, all other petroleum substances, any waste, or any "Hazardous Substance" or "Pollutant or Contaminant" as those terms or terms substantially similar are defined in applicable laws, including but not limited to the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), as the same now exists or may be hereafter amended; (E) any failure by Lessee to comply with an express or implied obligation created by this Lease; and (F) violation of any law or regulation.

(ii) "Lessee Group" means Lessee, its affiliate companies, partners, contractors and subcontractors and each of their respective officers, directors, agents, representatives, consultants, employees and insurers.

(iii) "Lessor Indemnitees" means Lessor, its affiliate companies, partners, contractors and subcontractors, and each of their respective officers, directors, agents, representatives, consultants, employees and insurers.

(iv) The term "REGARDLESS OF FAULT" means **WITHOUT REGARD TO THE CAUSE OR CAUSES OF ANY CLAIM, INCLUDING, WITHOUT LIMITATION, EVEN THOUGH A CLAIM IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTORY, ACTIVE, PASSIVE, GROSS OR OTHERWISE), WILLFUL MISCONDUCT, STRICT LIABILITY, OR OTHER FAULT, OF ANY MEMBER OF LESSOR INDEMNITEES, ANY MEMBER OF LESSEE GROUP, INVITEES AND/OR THIRD PARTIES, EXCEPT FOR THE LESSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND WHETHER OR NOT CAUSED BY A PRE-EXISTING CONDITION, WHETHER PATENT OR LATENT, OF THE PREMISES OF LESSOR INDEMNITEES, LESSEE GROUP, INVITEES AND/OR THIRD PARTIES.**

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE OTHER PROVISIONS OF THIS LEASE, LESSEE AGREES TO BE RESPONSIBLE FOR AND ASSUME ALL LIABILITY FOR AND HEREBY AGREES TO DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS LESSOR INDEMNITEES AGAINST ANY AND ALL CLAIMS ARISING IN CONNECTION WITH: (I) BODILY INJURY AND/OR DEATH OF ANY MEMBER OF LESSEE GROUP AND THEIR INVITEES; AND (II) DAMAGE TO PROPERTY OF ANY MEMBER OF LESSEE GROUP AND THEIR INVITEES, **REGARDLESS OF FAULT. LESSEE ACKNOWLEDGES THAT THIS STATEMENT IS CONSPICUOUS.** Furthermore and in addition to the indemnity obligations outlined above in this Section 15, Lessee agrees to be responsible for and assume all liability for and hereby agrees to defend, release, indemnify, and hold harmless Lessor Indemnitees from and against any and all Claims of any person or entity directly or indirectly arising out of or related to Lessee Group's negligent acts or omissions. The indemnity obligations set forth in this Section shall include any medical, compensation, or other benefits paid by Lessor or any member of Lessor Indemnitees and shall apply even if the employee is determined to be the borrowed or statutory employee of Lessor or any other member of Lessor Indemnitees.

(c) In support of the indemnity obligations contained above, Lessee agrees to provide coverage and amounts of liability insurance, which in no event shall be less than the minimum set out in Section 24 herein. It is agreed that with respect to any statutory limitations now or hereafter in effect and affecting the validity or enforceability of this indemnification provision, such statutory limitations are made a part of this indemnification provision with respect to work performed and operations conducted in the state in which such statute applies, and shall operate to amend this indemnification provision to the minimum extent necessary to bring this provisions into conformity with the requirements of such statute, and as so modified, this provision shall continue in full force and effect.

(d) In the event Lessee fails to furnish a defense and indemnity as provided for herein or in the event Lessee breaches an obligation in this Lease, Lessor shall be entitled to receive from the Lessee, in addition to its attorneys' fees, costs, expenses and any amounts paid in judgment or settlement, all costs, expenses, and attorneys' fees incurred in the enforcement of this Lease, including specifically, but not limited to, Claims for contractual indemnity and insurance coverage.

(e) Lessee's obligations created by this Section 15 shall continue and remain in effect and are enforceable by Lessor even after this Lease terminates or otherwise ceases to burden the Leased Premises.

16. **PROTECTION AND RESTORATION OF LEASED PREMISES.** Without limiting the generality of Section 15. **INDEMNITY** hereof, Lessee shall pay either the tenant or the surface owner (whichever is appropriate) for any and all damages and maintain and restore the Leased Premises pursuant to all applicable laws, ordinances, rules, regulations, and orders of all governmental authorities having jurisdiction thereof and pursuant to the terms of any instrument affecting the Leased Premises or use of the surface of the Leased Premises as of the date of Lessee's initial operations on the Leased Premises and recorded in the real property records of the county in which the Leased Premises are located including, without limitation, any consent agreement as described in Section 28 hereof, or any instrument reflected on any legal description cross-reference books furnished to Lessee. Lessee shall not permit any lien or other encumbrance to be filed or to remain against the Leased Premises as a result of operations hereunder. Regardless of whether Lessor has consented to an assignment, farmout or other arrangement whereby Lessee consents to drilling or other operations on the Leased Premises by a third party, Lessee shall be responsible for any and all claims, demands,

actions and causes of action or liens arising out of such operations, whether arising in law, at equity or administratively. **THE PROVISIONS OF THIS SECTION 16 SHALL SURVIVE ANY TERMINATION OF THIS LEASE.**

17. **REMOVAL OF IMPROVEMENTS.** Except as to facilities reasonably required by Lessee in its operations on non-surrendered Leased Premises as set forth in Sections 7 and 9 above, within six (6) months after any termination, as to all or any portion of the Leased Premises, Lessee shall remove from that portion of the Leased Premises any and all property, facilities and material belonging to or placed thereon by Lessee and shall restore the Leased Premises pursuant to all applicable laws, ordinances, rules, regulations, and orders of all governmental authorities having jurisdiction thereof and pursuant to the terms of any instrument affecting the Leased Premises or the use of the surface of the Leased Premises as of the date of Lessee's initial operations on the Leased Premises and recorded in the real property records of the county in which the Leased Premises are located including, without limitation, any consent agreement described in Section 28 hereof, or any instrument reflected on any legal description cross-reference books furnished to Lessee, in default of which within the time above specified, but subject to the other obligations of Lessee hereunder and in addition to any other remedy Lessor may enjoy, Lessor may remove, destroy or retain any such property, at Lessor's will, and Lessee shall reimburse Lessor for the cost of any such removal or destruction as well as the cost of restoring the Leased Premises.

18. **RIGHT TO CURE; TERMINATION.** In the event of Lessee's breach of this Lease other than Lessee's failure to pay sums when due hereunder or a breach of obligations set forth in Sections 6. CONTINUOUS OPERATIONS, 7. OFFSET OBLIGATION, and 21. RELEASE, Lessor shall notify Lessee of such breach, and Lessee shall have sixty (60) days from the receipt thereof to comply with this Lease. If Lessee fails to remedy any material breach within the period above provided, in addition to any other remedy available to Lessor, Lessor may, at its option, promptly following such period terminate this Lease and be relieved from any obligation hereunder. Such right of termination is exercisable by filing with Lessee and of record a notice of termination.

If the parties are unable to agree upon whether or not a breach is material, then such dispute shall be resolved by binding arbitration conducted by the Houston, Texas, office of the American Arbitration Association ("AAA") in accordance with the AAA's Commercial Arbitration Rules (the "Rules") effective at the time of the dispute. The Expedited Procedures of the AAA's Rules shall apply to any such dispute and the arbitration shall be heard and decided by a single arbitrator to be appointed by the AAA. The jurisdiction of the arbitrator will be limited to determining whether or not a breach is material. The arbitrator shall make a reasoned award in writing. The award shall be final and binding on each Party and for all purposes. Judgment upon a final award may be entered in any court having jurisdiction. This arbitration provision shall survive the termination of this Lease. Should the parties ever be prevented by applicable law from utilizing arbitration to resolve disputes hereunder, then the choice of law and forum provisions of this Section 18 shall nevertheless remain in full force and effect.

Irrespective of whether Lessor elects to terminate this Lease or exercise any other right or remedy under this Lease or at law, Lessor shall be entitled to other available remedies, including specific performance to require Lessee to (a) abandon any well and/or restore the surface of the Leased Premises pursuant to all applicable laws, ordinances, rules, regulations, and orders of all governmental authorities having jurisdiction thereof and in accordance with the terms of this Lease, (b) furnish any reports required hereunder or information required hereunder from operations on the Leased Premises or land pooled therewith, and/or (c) make any payment due hereunder.

19. **NOTICES.** Except as otherwise expressly provided in this Lease, all notices, data, information, requests, payments and other communications required or permitted hereunder shall be in writing and shall be deemed to have been fully given, made and received only when personally delivered, delivered by Federal Express or other nationally recognized courier service, or upon confirmation of transmission of a facsimile, provided that any attachments referenced in the notice are also sent via facsimile at the same time, or two business days after having been deposited in the United States mail, certified mail, postage prepaid, return receipt requested and be addressed as set forth below:

If to Lessee:

Noble Energy, Inc.
1625 Broadway, Suite 2200
Denver, CO 80202
Attention: Chuck Snure
Telephone: (303) 228-4025
Facsimile: (303) 228-4285
E-mail: csnure@nobleenergyinc.com

If to Lessor:

Anadarko E & P Company LP
1099 18th Street, Suite 1800
Denver, CO 80202
Attn: Mathew Miller, Land Manager
Telephone: (720) 929-6467

Facsimile (720) 929-7467
E-mail: matthew.miller@anadarko.com

Either party may send notices, data, information, requests and other communications hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Either party may change its address by giving notice of such change of address in conformity with the provisions of this Section 19 for the giving of notice.

20. GOVERNMENTAL COMPLIANCE. Lessee shall at all times comply with all laws, rules and regulations of all governmental departments and agencies with jurisdiction over Lessee's operations hereunder and shall satisfy any and all governmental permitting requirements to conduct Lessee's operations hereunder. Lessee shall promptly plug and abandon all wells and abandon all pipelines in place in accordance with the rules and regulations of any governmental agency having jurisdiction and, to the extent not inconsistent therewith, Lessee shall promptly remove all debris, shall promptly draw and remove the portion of all casing and pipe from abandoned wells or other operations above the surface down to a depth of at least ten (10) feet below ground level.

21. RELEASE. In the event of termination or forfeiture of this Lease for any cause, in whole or in part, Lessee shall execute and record a proper instrument of release within 30 days of Lessor's request therefore, releasing from the terms hereof all those portions of the Leased Premises as to which the Lease may have terminated or been forfeited; and Lessee shall promptly furnish Lessor an executed or certified recorded copy thereof. In recognition of the business necessity of such release being recorded in a timely fashion, Lessee, by acceptance of this Lease, agrees to pay as partial liquidated damages to Lessor, the sum of One Hundred Dollars (\$100.00) for each day after the 30th day following Lessor's request therefore that Lessee fails to record such release, together with interest on the cumulative amount at the highest rate allowed by law from the date due until paid plus all costs of collection, including attorneys' fees and all such sums shall be payable out of Lessee's share of production hereunder. In addition, Lessor shall thereafter be entitled to record a notice of termination of this Lease and be relieved from any obligation hereunder.

22. LESSOR'S ELECTION OF REMEDIES; WAIVER. The mention of any express obligation of Lessee herein shall never be construed as affecting any implied obligation, which Lessee may otherwise owe Lessor hereunder, but shall be considered as being in addition thereto. Similarly, the mention of any right or remedy of Lessor herein shall not preclude Lessor from exercising any other right or remedy to which Lessor might otherwise be entitled, including, without limitation, specific performance to require Lessee to (a) properly abandon any well and/or restore the surface of the Leased Premises in accordance with the terms of this Lease, (b) furnish any reports required hereunder or information required hereunder from operations on the Leased Premises or lands pooled therewith, and/or (c) make any payment due hereunder, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise, and may be enforced concurrently therewith or from time to time. No failure of Lessor to enforce any provision of this Lease shall operate as a waiver of Lessor's right to thereafter enforce such provision or any other provision.

23. DATA AND ACCESS. Lessor shall be given fifteen (15) days notice prior to commencement of all drilling operations pursuant to this Lease. Lessor, or Lessor's representative (as appointed by Lessor), shall have the right, at Lessor's risk, to have access to the derrick floor and to observe all operations on all wells drilled on the Leased Premises or lands pooled therewith. To the extent Lessee, at its sole discretion, performs any of the following tests or prepares any of the following reports, Lessee shall promptly furnish to Lessor free of cost:

- a. Daily Drilling Reports: One (1) copy (fax, mail, or e-mail).
- b. Completion Reports: One (1) copy (fax, mail, or e-mail).
- c. First Delivery Reports: One (1) copy (fax, mail, or e-mail).
- d. State Completion Reports: One (1) copy (fax, mail, or e-mail).
- e. Permit application forms: One (1) copy (fax, mail, or e-mail).
- f. Drill Prognosis, casing program and mud program: One (1) copy.
- g. Plugging Report: One (1) copy (fax, mail, or e-mail).
- h. Compilation of daily drilling reports: One (1) copy
- i. Copies of all Wireline Logs: One (1) field print e-mail and two (2) final prints. As a minimum, logs sufficient to determine porosity and water saturation in the objective section must be run.
- j. Digital open-hole and Cased-hole wireline logs: (e-mail or mail, CD-ROM-LAS format).
- k. Mudlogs: One (1) field print e-mail and two (2) final prints (mail, paper and diskette or CD-ROM)
- l. Drillstem Test (DST) or Repeat Formation Test (RFT): Two (2) copies of final report as prepared by testing company, no photocopies (mail).
- m. Water Analyses or Hydrocarbon Analyses: Two (2) copies (mail).
- n. Core Analyses: Two (2) final reports (mail, paper and diskette or CD-ROM).

Delivery:

Anadarko Petroleum Corp.
1099 18th Street, Suite 1800
Denver, CO 80202
Attn: Tom Birmingham
E-mail: tom.birmingham@anadarko.com
Fax: (720) 929-7470
Phone: (720) 929-6470

Mail:

P.O. Box 173779
Denver, CO 80217-3779

If collected, ship to the address listed above:

- a. Well Cuttings: One (1) set washed and dried in labeled envelopes
- b. Core samples: One (1) slab of the core if prepared by the OPERATOR, or as directed by Anadarko.

24. INSURANCE. Lessee shall carry the following insurance in the indicated amounts:

- (a) Workmen's Compensation Insurance, in compliance with the Workmen's Compensation laws of the state in which operations hereunder are conducted.
- (b) Employer's Liability Insurance with limits of not less than \$1,000,000 per person, covering all employees engaged in the performance of work in the state having jurisdiction over each employee.
- (c) General Liability Insurance, including contractual liability, with a combined single limit per occurrence of not less than \$1,000,000 for bodily injury and property damage.
- (d) Automobile Insurance, including hired and non-owned vehicles, with a combined single limit per occurrence of not less than \$1,000,000 for bodily injury and property damage.
- (e) Liability Umbrella (excess of underlying insurance coverage mentioned above) with a combined limit per occurrence coverage of not less than \$10,000,000.
- (f) Well Control Insurance including underground blowout, seepage and pollution, with a minimum limit of not less than \$5,000,000.
- (g) To the extent of the liabilities assumed by Lessee herein, all of the above insurance shall be endorsed to provide that :
 - (i) Lessee's insurers waive their right of subrogation (equitable or by assignment, express or implied, loan receipt or otherwise) against Lessor Indemnities.
 - (ii) Lessee's insurers name Lessor Indemnities as additional insured's (except for Worker's Compensation and Property Insurance).
 - (iii) Such insurance coverage is primary over any insurance coverage maintained by Lessor Indemnities.At the inception of this Lease, annually thereafter, and whenever requested, Lessee shall furnish insurance certificates to evidence the insurance required herein Lessee's insurance shall be carried with insurance companies satisfactory to Lessor and shall contain endorsements stating that insurer will give thirty (30) days' written notice to Lessor of non-renewal, cancellation, substantial amendment or alteration of such coverage. All deductible amounts, premiums, franchise amounts or other charges due with respect to Lessee's required insurance herein shall be the sole obligation of Lessee. Maintaining the prescribed insurance shall not relieve Lessee of any other obligation under this Lease.

Lessee shall require each independent contractor and subcontractor to carry and maintain insurance at its own expense in amounts deemed necessary to cover the risks inherent to the work or services to be performed by the contractor or subcontractor. Every such insurance policy shall contain a waiver on the part of the insurance carrier of all rights, by subrogation or otherwise, against Lessor Indemnities. Such insurance shall be primary over any insurance maintained by Lessor Indemnities.

25. PROCEEDS OF PRODUCTION. Lessor reserves the right, but not the obligation, to collect from the purchaser thereof the proceeds of production attributable to Lessor's interest in the Leased Premises from any sale of production therefrom. Each purchaser shall be entitled to rely upon the written direction of Lessor concerning the payment of such proceeds.

26. WELL TAKEOVER. Without the prior written consent of Lessor, Lessee shall not abandon any well or (except when a replacement is made) remove from the wellbore any well casing, tubing, piping, fittings, tanks, pipe lines or other material and equipment which are necessary for the recovery and handling of production capable of being recovered from said well upon the Leased Premises. Lessor shall have the option to purchase any or all of such material and equipment, except that owned by third parties, upon the Leased Premises which are still necessary for the production and handling of hydrocarbons capable of being produced from such well and which are not required by Lessee for operations elsewhere on the Leased Premises. If Lessor takes over the well, Lessor shall promptly reimburse Lessee for the salvage value of all material and equipment in the well or used or acquired in connection with the well which Lessor elects to retain for its operations, less the estimated costs of salvaging and less the estimated costs of plugging and abandoning the well, and Lessee shall promptly deliver a bill of sale to Lessor for such material and equipment. If Lessor takes over the well, then Lessee shall be deemed to have relinquished and transferred back to Lessor, free of any burdens

created by Lessee, all of the right, title and interest of Lessee in the wellbore, such material and equipment and the production therefrom. If the well taken over by Lessor is the only well serving to perpetuate this Lease, Lessee shall release this Lease to Lessor.

27. LAND GRANT PROVISIONS. The use of the surface of the lands committed hereto (said lands being hereinafter referred to as "Anadarko lands") are and shall at all times be subject to the exceptions and reservations set forth in:

1. that certain Quitclaim Deed dated as of April 1, 1971, from Union Pacific Railroad Company to Union Pacific Land Resources Corporation filed for record 4/14/1971; and appearing in Book 644 at reception no. 1565712 in the office of the County Clerk and Ex Official Register of Deeds of Weld County, Colorado; and
2. that certain Mineral Deed dated as of April 1, 1971, from Union Pacific Land Resources Corporation to Union Pacific Resources Company.

Among the exceptions and reservations set forth in the above referred to documents are the rights of Lessor's predecessors in interest and their successors and assigns to use such portions of Anadarko lands as may not be required for the proper conduct of oil and gas operations hereunder for all purposes not inconsistent with such operations and without liability for compensation or damages. Lessee shall so conduct operations hereunder as not to interfere unreasonably with such use; provided, nevertheless, that such other use of said lands shall not unreasonably interfere with operations hereunder.

It is agreed that, without the prior written consent of the owner thereof, no entry shall be made upon or under any portion of any railroad right-of-way or station grounds and that no oil or gas operations shall be conducted within two hundred feet (200') (by surface or subsurface measurement) of (a) any railroad tracks or buildings upon such right-of-way or station grounds, or (b) of any buildings upon UPRC lands.

Notwithstanding anything to the contrary herein, unless the requirement is waived in writing by Lessor at its sole discretion, no entry shall be made for drilling operations and no facilities shall be installed upon any Anadarko lands until a written agreement with the surface owner has been secured in a form satisfactory to Lessor. Lessee shall make any payments for the use of said lands required by or provided for in such consent agreement (except payments based upon production); shall pay for all damage to surface owners' lands, buildings, and growing crops resulting from operations conducted thereon; shall bury all pipelines below plow depth where they cross cultivated land; shall construct gates or, at Lessee's option, shall install cattle guards where necessary for crossing fenced land in connection with operations conducted thereon and shall keep such gates or cattle guards in repair and all gates closed; shall restore the surface of the Leased Premises as required by or provided for in such consent agreement; and shall indemnify Lessor with respect to the foregoing obligations.

28. ENTIRE AGREEMENT. This Lease contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. This Lease may not be modified or amended other than by an agreement in writing that is signed by the parties hereto.

29. HEADINGS. The headings in this Lease are for convenience only and they form no part of this Lease and shall not affect its interpretation.

30. SEVERABILITY. Any provision of this Lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, which provisions shall be enforced to the maximum extent permitted by law and construed in a fashion to effectuate best the provisions hereof, and any such prohibition or unenforceability shall not invalidate or render unenforceable such provision in any other jurisdiction.

31. SUCCESSORS AND ASSIGNS. Subject to Section 11. ASSIGNMENT. All the provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

32. RIGHT TO PURCHASE PRODUCTION.

Oil Production: Lessor and Lessee agree that Lessor shall have the right, at any time and from time to time, upon not less than 30 days' advance written notice to Lessee, to purchase all or any part of the oil (which term as herein used shall include crude oil, distillate, condensate, and other liquid hydrocarbons) produced and saved from or attributable to the Leased Premises, on Lessor's standard division order terms. The price payable for the oil contained in a delivery pursuant hereto shall not be less than a bona fide third party offer at the time of delivery for oil of like grade and gravity produced in the same field in which the well is located. In the event oil is found on the Leased Premises or on lands pooled therewith, Lessee shall immediately notify Anadarko Energy Services in writing at Anadarko Energy Services, Attn: Crude Oil Marketing, P. O. Box 1330, Houston, Texas 77251-1330.

Gas Production: Subject to any gas sales or purchase contracts affecting the Leased Premises on the date of this Lease, Lessor and Lessee further expressly agree that in the event gas (including nitrogen and carbon dioxide) is produced from or attributable to the Leased Premises, Lessor shall have a right of first refusal to purchase any or all of such gas which is produced from or attributable to the Leased Premises. Under such right of first refusal, Lessee shall notify Lessor in writing of any bona fide offer for the purchase of

its gas which it is willing to accept, furnishing the terms thereof, and Lessor shall have the right within 30 days of the receipt of such notice and information to elect to purchase the gas on the same terms and conditions as those contained in the bona fide offer. In the event Lessor elects not to exercise its right to purchase under its right of first refusal, then Lessee may, within 60 days thereafter, enter into a contract to sell the gas to such purchaser in accordance with said bona fide offer. If, however, Lessee does not timely enter into such contract with such purchaser (or if, for any reason, a sale of gas pursuant to such contract is discontinued) then this right of first refusal to purchase gas shall be reinstated subject to the terms and conditions set forth herein. For purposes hereof, an offer shall not be considered as a bona fide offer when the offer is made by an affiliated company of Lessee.

In the event that after a reasonable time (not exceeding 30 days) following the completion of a well capable of producing gas there is no bona fide offer to purchase the gas which is to be produced from or attributable to the Leased Premises, then Lessee shall notify Lessor in writing of that fact, and Lessor shall have the right, but not the obligation, to purchase such gas at the Market Price. As used herein the term "Market Price" shall mean the arithmetic average of the prices reported in the first issue of the month of delivery for the price references included in the Market Price Index applicable to a point of delivery, to be designated by Lessor, less the transportation, compression, gathering and other costs, if applicable, to deliver gas from such point of delivery to the mainline transmission point or points where such Market Price Index is established. As used herein, the term "Market Price Index" for a particular point of delivery shall mean the published price references, to be designated by Lessor, which reflect the price paid for gas sold under spot contracts between unaffiliated third parties into one or more mainline transmission systems which represent a market for the gas purchased by Lessor at such point of delivery. Any dispute under the this Lease arising out of or relating to which published price references are consistent with the parties' intent that the Market Price Index will reflect the prices paid for gas sold under spot contracts between unaffiliated third parties into mainline transmission systems which represent a market for the gas purchased by Lessor at the point of delivery shall be resolved by binding arbitration conducted by the Houston, Texas, office of the AAA. The arbitration shall be conducted in accordance with the AAA's Rules effective at the time of the dispute. The Expedited Procedures of the AAA's Rules shall apply to any such dispute and the arbitration shall be heard and decided by a single arbitrator to be appointed by the AAA. The jurisdiction of the arbitrator will be limited to determining which published price references are consistent with the parties' intent that the Market Price Index will reflect the prices paid for gas sold under spot contracts between unaffiliated third parties into mainline transmission systems which represent a market for the gas purchased by Lessor at the point of delivery. The arbitrator shall make a reasoned award in writing. The award shall be final and binding on each party and for all purposes. Judgment upon a final award may be entered in any court having jurisdiction. This arbitration provision shall survive the termination of this Lease. Should the parties ever be prevented by applicable law from utilizing arbitration to resolve disputes hereunder, then the choice of law and forum provisions of this section shall nevertheless remain in full force and effect. If Lessor does not make an offer to purchase the gas, or does not elect to purchase the gas at the Market Price, then Lessor's right of first refusal shall be reinstated with respect to any bona fide offer subsequently received by Lessee. In the event gas is found on the Leased Premises or on lands pooled therewith, Lessee shall immediately notify Anadarko Energy Services in writing at Anadarko Energy Services, Attn: Scott Moore, P.O. Box 173779, Denver, CO 80217-3779. Lessor hereby reserves the right to nominate an affiliate, or other third party, to act on its behalf relative to Lessor's right to purchase production hereunder.

IN WITNESS WHEREOF, this Lease is executed on the date of the respective acknowledgments herein below, but shall be effective from the date first hereinabove written.

LESSORS:
ANADARKO E&P COMPANY LP

By: Michael A. Nixon
Michael A. Nixon, Agent & Attorney-in-Fact

ANADARKO LAND CORP.

By: Michael A. Nixon
Michael A. Nixon, Agent & Attorney-in-Fact

LESSEE:
NOBLE ENERGY, INC.

By: P. David Padgett
P. David Padgett, Attorney-in-Fact

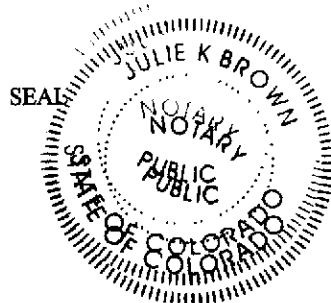


3636014 07/13/2009 02:08P Weld County, CO
12 of 12 R 61.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of June, 2009, by P. David Padgett, Attorney-in-Fact of NOBLE ENERGY, INC., a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

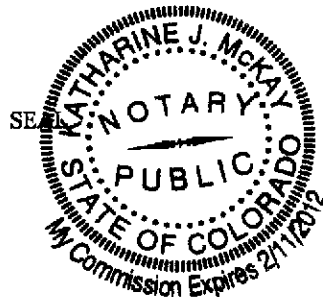


Julie K Brown
Signature
Julie K Brown
Name (Print)
My commission expires 4/30/2013
Notary Public
Title of Officer

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of March, 2009, by Michael A. Nixon, Agent & Attorney-in-Fact of ANADARKO E&P COMPANY LP, a Delaware limited partnership, on behalf of the partnership.

Witness my hand and official seal.

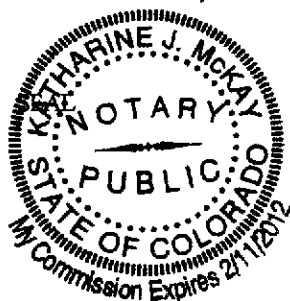


Katharine J McKay
Signature
Katharine J. McKay
Name (Print)
My commission expires 2/11/2012
Notary Public
Title of Officer

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of March, 2009, by Michael A. Nixon, Agent & Attorney-in-Fact of ANADARKO LAND CORP. a Nebraska corporation, on behalf of the corporation.

Witness my hand and official seal.



Katharine J McKay
Signature
Katharine J. McKay
Name (Print)
My commission expires 2/11/2012
Notary Public
Title of Officer

ment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of Lessee other than financial.

If, during the term of this lease, oil or gas or associated liquid hydrocarbons are discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this Section, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas or associated liquid hydrocarbons, and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

11. Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. If Lessor owns an interest in said land less than the entire fee simple estate in and to oil, gas and associated liquid hydrocarbons, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

12. This lease does not cover oil shale.

13. The rights granted under this lease are granted without covenants of title or to give possession or for quiet enjoyment.

14. Lessor reserves the right to use such portions of the leased premises as may not be required by Lessee in the conduct of its operations hereunder, for all purposes not inconsistent with the rights granted hereby, and Lessee shall so conduct its operations as not to interfere unreasonably with such use; provided, nevertheless, that the use of the leased premises by the Lessor shall not unreasonably interfere with the operations of the Lessee.

15. Lessee shall not make any entry upon or under any portion of the right of way or station grounds of Lessor for any of the purposes of this lease, and shall not drill any well or maintain any structures within two hundred feet (200') (a) of any railroad tracks or buildings on said right of way or station grounds, or (b) of any buildings upon the leased premises.

16. Notwithstanding anything to the contrary in this lease contained, no well shall be drilled upon or into and no facilities shall be installed upon any lands in which Lessor owns the mineral rights only, until the consents of the surface owners have been obtained under written instruments satisfactory to Lessor. Lessor will endeavor to obtain such consents and the Lessee agrees to cooperate. Any payments which the Lessor elects to pay to the surface owners shall be paid by Lessor out of its royalty.

Lessee shall pay for all damage to surface owners' lands, buildings and growing crops caused by construction, operations or maintenance of facilities, shall bury all pipe lines below plow depth where they cross cultivated lands, shall construct gates where necessary for crossing fenced lands and keep the gates in repair and closed, and shall indemnify Lessor with respect to such obligations.

17. Lessee agrees to hold Lessor harmless from and to indemnify it against any and all claims, demands, actions and causes of action for injury to or loss or destruction of property, and for injury to or death of any person, arising out of or in connection with operations hereunder.

Lessee shall not permit or suffer any lien or other encumbrance to be filed or to remain against the leased premises as a result of its operations hereunder, and Lessee agrees to hold Lessor harmless from and to indemnify it against any and all claims, demands, actions and causes of action which may result from the filing of any such lien or encumbrance.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

UNION PACIFIC RAILROAD COMPANY

By

Its Attorney in Fact

STATE OF COLORADO

COUNTY OF ARAPAHOE

ss.

Colorado-Wyoming
Acknowledgment

The foregoing instrument was acknowledged before me by J. A. Redeker
as Attorney in Fact for UNION PACIFIC RAILROAD COMPANY, this 16th day of October

WITNESS my hand and official seal.

Notary Public

My Commission expires October 23, 1971

STATE OF

COUNTY OF

ss.

Utah-Nebraska
Acknowledgment

On the day of 19, personally appeared before me, a Notary Public in and for said County, personally known to me, who, being by me duly sworn did say that he is the Attorney in Fact of UNION PACIFIC RAILROAD COMPANY and that said instrument was signed as his voluntary act as Attorney in Fact for and in behalf of said corporation by authority and said acknowledged to me that he, as such Attorney in Fact, executed the same.

WITNESS my hand and notarial seal the date last aforesaid.

Notary Public

My Commission expires

1556608

No.

OIL AND GAS LEASE

FROM

UNION PACIFIC RAILROAD COMPANY

TO

PAN AMERICAN PETROLEUM CORPORATION

Dated 19

Section Township Range

No. of Acres

County

STATE OF

COUNTY OF

ss.

This instrument was filed for record on the

day of OCT 26 1970

19 at 2:57 o'clock P.M. and duly

recorded in book 635 page

the records of this office

By

When Recorded Return to

600038

LEASE DESCRIPTION - EXHIBIT "A"

Township 3 North - Range 64 West

Section 1:	Lot 2 (N/2 NW/4) (79.69), S/2 NW/4, S/2	479.69
Section 3:	Lot 2 (N/2 NW/4) (78.87), S/2 NW/4, S/2	478.87
Section 7:	Lots 1 and 2 (W/2 W/2) (138.32), E/2 W/2, SE/4	458.32
Section 9:	NW/4, S/2	480.00
Section 15:	NW/4, S/2	480.00
Section 17:	NW/4, S/2	480.00

Township 3 North - Range 65 West

Section 1:	Lots 3 and 4 (N/2 NW/4) (80.60), S/2 NW/4, S/2	480.60
Section 5:	Lots 3 and 4 (N/2 NW/4) (79.79), S/2 NW/4, S/2	479.79
Section 9:	NW/4, S/2	480.00
Section 11:	NW/4, S/2	480.00
Section 13:	NW/4, S/2	480.00
Section 15:	NW/4, S/2	480.00

Containing 5,737.27 acres, more or less, Weld County, Colorado.