

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), entered into this 30th day of September, 2009 ("Execution Date"), effective, however, for all purposes as of January 1, 2008 ("Effective Date"), by and between 70 Ranch, LLC, a Colorado limited liability company whose address is 5460 Quebec Street, Suite 110, Greenwood Village, Colorado 80111 ("70 Ranch"), and Noble Energy, Inc., a Delaware corporation whose address is 1625 Broadway, Suite 2200, Denver, Colorado 80202 ("Noble"). 70 Ranch and Noble are each a "Party," and collectively are the "Parties."

RECITALS:

A. 70 Ranch owns the 70 Ranch in Weld County, Colorado, which is more fully described in Exhibit A (the lands described on Exhibit A are referred to in this Agreement as the "70 Ranch Lands").

B. Noble now holds, or has a contract right to earn, one or more oil and gas leases from Anadarko Petroleum Corp. that cover or include lands within the 70 Ranch Lands. Noble's current and potential future ownership interests are located in the following lands:

Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado

Section 9: All
Section 13: All
Section 17: N½
Section 21: All
Section 23: All
Section 25: All
Section 27: All
Section 35: NE ¼, E ½NW¼

Township 4 North, Range 63 West, 6th P.M., Weld County, Colorado

Section 3: NW¼
Section 10: Part of N½ lying north of Highway 34

Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado

Section 3: W½

(Noble's current and potential leasehold interest within the 70 Ranch Lands are referred to in this Agreement as the "70 Ranch Leases").

C. 70 Ranch and Noble have agreed upon the terms pursuant to which 70 Ranch will provide access to Noble to all drill sites on the 70 Ranch Leases, and pursuant to which operations to be conducted by Noble on the 70 Ranch Lands are to be governed.

D. 70 Ranch recognizes that Noble has the right to conduct operations on and make reasonable use of the surface of the 70 Ranch Leases underlying parts of the 70 Ranch Lands, and 70 Ranch and Noble desire to reach an agreement intended to minimize surface damage to

the 70 Ranch Lands arising from such use and to compensate 70 Ranch for unavoidable surface damage.

NOW, THEREFORE, in consideration of the exchange of covenants set forth herein, ten dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 70 Ranch and Noble agree as follows:

1. Payment to 70 Ranch.

- a. Payment for Surface Use. Noble will make a one-time payment of [REDACTED] (the "Wellsite Payment Fee") for each well drilled by or for Noble on 70 Ranch Lands (a "Wellsite") as full settlement and satisfaction of all reasonable and normal damages growing out of, incident to, or in connection with the usual and customary exploration, drilling, completion, deepening, refracing, recompletion (not involving additional reserve pits), reworking, equipping and production operations, unless otherwise specifically provided in this Agreement.

- b. Time for Wellsite Payment. Noble must pay 70 Ranch the Wellsite Payment Fee no later than ten days prior to the proposed spud date for the Wellsite ("Wellsite Payment Due Date"). If Noble does not pay 70 Ranch the Wellsite Payment Fee by the Wellsite Payment Due Date, Noble must pay 70 Ranch the Wellsite Payment Fee plus interest at the rate of 400 basis points above the Wall Street Journal Prime Basis Rate in the month that Noble fails to pay 70 Ranch. If Noble does not pay 70 Ranch the Wellsite Payment Fee within four months after the spud date of the Wellsite, 70 Ranch may prohibit Noble from accessing the 70 Ranch Lands. Prior to prohibiting access, however, 70 Ranch must give Noble oral and written notice and give Noble 72 hours upon receipt of either oral or written notice to make any required payment plus any applicable interest consistent with this Paragraph 1.

- c. Payment for Main Road Use. Noble will make an annual payment for the use of the main road on the 70 Ranch Lands, as described on Exhibit B (the "Main Road"), equal to [REDACTED] (the "Main Road Use Fee"). Regardless of how Noble accesses its Wellsites, Noble must pay the Main Road Use Fee. The Main Road Use Fee is comprised of [REDACTED] for Noble's annual maintenance share of the base cost of road maintenance (the "Road Use Annual Maintenance Fee") and [REDACTED] for Noble's annual cost of dust abatement measures (the "Dust Abatement Fee").

- d. Time for Annual Payment. Noble will pay the Main Road Use Fee on or before thirty days after the anniversary of the execution date of this Agreement ("Annual Payment Due Date"). If Noble does not pay 70 Ranch by the Annual Payment Due Date, Noble must pay 70 Ranch the Main Road Use Fee plus interest at the rate of 200 basis points above the Wall Street Journal Prime Basis Rate in the month that Noble fails to pay 70 Ranch. If Noble does not pay 70 Ranch the Main Road Use Fee within four months after the anniversary date of this Agreement, 70 Ranch may prohibit Noble from accessing the 70 Ranch Lands. Prior to prohibiting access, however, 70 Ranch must give Noble oral and written notice and give Noble 72 hours upon receipt of either oral or written notice to make any required payment plus any applicable interest consistent with this Paragraph 1.

e. First Year Payment. Upon execution of this Agreement, Noble will pay 70 Ranch the sum of [REDACTED] ("First Year Payment"). The following items compose the First Year Payment:

- i. One-time payment of [REDACTED] for maintenance and construction of the Main Road;
- ii. One-time payment of [REDACTED] for access to 20 existing wells located within the 70 Ranch Lands. Access to these 20 existing wells will be way of the Wells Ranch access road, and Noble is not required to pay the Main Road Use Fee for access to the 20 existing wells;
- iii. One-time-payment of [REDACTED] for two new Wellsites from the Main Road;
- iv. One-time payment of [REDACTED] for the first year of the Road Use Annual Maintenance Fee;
- v. One-time payment of [REDACTED] for the first year of the Dust Abatement Fee.

Noble will not be responsible for any other costs during the first year after the execution of this Agreement; if, however, Noble develops another Wellsite during the first year of this Agreement, Noble will still be responsible for the Wellsite Payment Fee.

f. Non-Objection and Consent. 70 Ranch agrees to grant any necessary property line waivers required under Colorado Oil and Gas Conservation Commission ("COGCC") Rule 603 and any necessary waivers as to any other state or local setback requirements or other requirements or regulations that are or become inconsistent with this Agreement. Additionally, 70 Ranch agrees to cooperate with Noble in complying with any requirement or regulation that may be necessary to obtain any permits to drill an oil or gas well. 70 Ranch also agrees that it will not object in any forum to the use by Noble of the surface of the 70 Ranch Lands consistent with this Agreement and that it will also provide Noble with whatever support in writing they may reasonably require to obtain permits from the COGCC or any local jurisdiction.

g. "Reasonable and Normal Damages." The phrase "reasonable and normal damages" in this Agreement shall include, but is not limited to, removal of growing crops, sod, damage to cropland, rangeland, pastureland, construction of access roads, preparations and use of drillsite area, preparation and use of reserve pits, and the construction, installation and maintenance of production equipment and facilities such as flowlines, gas pipelines, separators, tank batteries and other equipment or facilities necessary or convenient for the production, transportations and sale of oil, gas and other materials produced by or used for production of wells drilled on 70 Ranch Lands.

h. Performance Standards. Noble shall conduct surface and down hole operations on the 70 Ranch Lands in material conformance with the performance standards set forth on Exhibit C to this Agreement (the "Performance Standards"). The Parties agree and

acknowledge that the Performance Standards supplement legal and regulatory requirements applicable to Noble's operations. If the application of any Performance Standard would conflict with any legal or regulatory requirement, the more stringent of the Performance Standard or the legal or regulatory requirement shall control. 70 Ranch agrees and acknowledges that Noble shall have acted as a reasonable and prudent operator to the extent that Noble has conducted its operations in material conformance with the Performance Standards. Any damages to the 70 Ranch Lands caused by a failure of Noble to conduct its operations in material conformance with the Performance Standards shall not be considered "reasonable and normal damages." 70 Ranch shall provide written notice to Noble of any potential claim that Noble has failed to conduct its operations in material conformance with the Performance Standards. Noble shall have sixty days from receipt of such notice to develop a plan acceptable to 70 Ranch to repair, cure, or provide compensation to 70 Ranch to remedy any nonconformance identified in the written notice.

i. Use of 70 Ranch Lands. With respect to the construction, installation and maintenance of production equipment and facilities such as flowlines, gathering lines, gas pipelines, separators, tank batteries and other equipment or facilities necessary or convenient for the production, transportation and sale of oil, gas and other materials produced by or used for production from 70 Ranch Lands, Noble may exercise the rights granted by this Agreement at any time and from time to time without further or additional consideration being payable to 70 Ranch. Noble may build roads for the service of its Wellsites, provided such roads shall be built in the locations shown on Exhibit B and shall be built to the standards set forth in Exhibit D. Noble shall be responsible for the construction and maintenance of roads used exclusively for its Wellsites, but shall not be responsible for the construction or maintenance of any other roads on the 70 Ranch.

j. Reclamation. Noble shall be responsible for the reclamation and revegetation of all Wellsites in compliance with law and regulation in effect at the time the reclamation activity is performed. Minimum reclamation standards applicable to the 70 Ranch Lands under this Agreement are set forth on Exhibit E.

k. Pipeline Connection. In consideration of the Main Road Use Fee, 70 Ranch agrees that all wells drilled on the 70 Ranch Lease lands may be connected to the gathering system of such gas gatherer as Noble may designate in writing (the "Gas Gatherer"), all in the ordinary course of business of the Gas Gatherer and Noble. Noble shall require any Gas Gatherer on Noble's 70 Ranch Lease to comply with the performance and reclamation standards set forth in Exhibits C and E respectively, as a condition of access to the 70 Ranch Lands. 70 Ranch also grants Noble a right-of-way under any roads Noble builds in accordance with this Paragraph 1 for gathering lines for connection to its own pipelines or any third-party gas transporter, gas gatherer, or gas seller.

2. Consultation.

a. Noble may drill wells in the Wellsite location areas shown on the attached Exhibit B. Well location areas, access routes, pipeline and flowline rights of way shown on Exhibit B are adopted by the parties and approved in this Agreement. Noble shall not use any other access ways, well location areas, pipeline, or flowline rights of way on the 70 Ranch

Leases except those shown on Exhibit B, without the prior written agreement of 70 Ranch. Such agreement shall not be unreasonably withheld. 70 Ranch agrees to support any application of Noble for exception locations for wells drilled on 70 Ranch when such locations are within the area specified on Exhibit B. 70 Ranch and Noble acknowledge that close consultations are necessary with respect to the location of access roads, gathering lines, or surface facilities, if any, that Noble wishes to place outside the locations designated in Exhibit B. In order to facilitate the consultations, 70 Ranch and Noble agree that it is essential to provide for at least one person from 70 Ranch and at least one person from Noble to conduct the consultations. The designated representatives may be replaced by giving written notice of the name and contact information of the new representative.

b. In exercising its access rights to locations on 70 Ranch Lands, Noble shall consult with 70 Ranch before mobilizing heavy equipment. The parties agree that the consultations for each well to be drilled on 70 Ranch will be conducted not less than seven (7) days prior to the scheduled rig move for the well, that existing ranch roads will be used to the maximum degree practical, that all roads other than the Main Road used exclusively by Noble in drilling or servicing wells will be maintained by Noble, and that Noble will not build any roads except those that are agreed in accordance with this Agreement. Noble shall assure that there is no degradation or material decline in road quality or utility by reason of Noble's operations. The parties will mutually agree from time to time as to any road maintenance that may be necessary. Additional roads constructed on 70 Ranch Lands will be constructed at the sole cost and expense of Noble at the locations on Exhibit B or as otherwise agreed upon by Noble and 70 Ranch.

c. Prior to heavy equipment operations on the 70 Ranch Lands, Noble's representative will meet and consult with 70 Ranch, or its representative, as to the specific wellsite, access road, flowline, tank battery, gas sales line and other associated production facility that will be the subject of such operations.

d. 70 Ranch hereby waives its right under COGCC Rule 305 to receive notice at least thirty days in advance of the drilling of each well, provided that Noble has complied with the provisions of this Section 2 applicable to each well. 70 Ranch agrees to execute a separate waiver for filing with the COGCC, if requested by Noble.

3. Site Restoration.

a. With respect to the restoration of drillsites and surface disruption for each Wellsite on 70 Ranch Lands, Noble will recontour the drillsite location to the approximate original contour existing prior to operations.

b. Any topsoil removed during drillsite preparation and reserve and water pits construction (but not including buried flowlines and gas pipeline installations, which will be accomplished by trenching) shall be segregated and kept separate from subsoil, as provided for in the COGCC Series 1002 Regulations or equivalent regulation in effect at the time of the drilling and reclamation activity. Prior to replacing topsoil, bentonite drilling mud remaining in pits as a result of the drilling operations may be mixed in with subsoils when pits are restored and/or may be spread on the surface, if 70 Ranch agrees to such an approach. Noble may not treat frac fluid, flowback fluid, or any produced substance in this manner, but must remove them

from the 70 Ranch Lands. After subsoils have been replaced, topsoil shall be restored to its original location and condition as near as possible in the course of restoration activities

c. Noble agrees to install steel berms and an impervious synthetic liner within the bermed area surrounding separators and production tanks and extending under such equipment, such that any hydrocarbon substances shall be prevented from infiltrating into the soil or groundwater within such bermed area.

d. Noble hereby acknowledges that, with respect to the 70 Ranch Lands affected by its activities, Noble retains the site restoration responsibility and that it shall comply with the reclamation standards of the Colorado Oil and Gas Conservation Commission. In addition, Noble shall revegetate drill sites, berms, road rights of way, and other areas affected by Noble's activity upon completion of such activities, to the standards set forth in Exhibit E. All revegetation activities shall be accomplished by Noble consistent with the standards included in Exhibit E. Noble hereby indemnifies 70 Ranch from the cost and expense of such restoration to include attorneys' fees and other costs incurred by 70 Ranch in connection with any matter dealing with site restoration issues for the 70 Ranch Lands affected by its activities.

e. Notwithstanding the foregoing, within seven (7) days of rig release for a particular well drilled on 70 Ranch Lands, Noble will backfill all mouseholes, ratholes and working pits. Within one hundred twenty (120) days of rig release for a particular well, Noble will backfill reserve pits for that well unless otherwise agreed by 70 Ranch and Noble. If requested by 70 Ranch, Noble will use its commercially reasonable efforts to backfill pits earlier.

4. Livestock Control.

a. All mudpits will be fenced at the cost and expense of Noble as needed to protect cattle from access to the pits and other reasonable protection measures to protect livestock from injury due to Noble's wellsite locations and operations will be utilized.

b. Livestock control measures include, but are not limited to, the installation and maintenance by Noble of cattle guards and/or fences as may be agreed upon and as may be necessary to control livestock movement on 70 Ranch Lands consistent with the normal and usual operations of the 70 Ranch, and Noble. Cattle guards installed by Noble will be maintained by Noble as needed to maintain effectiveness during Noble's operations and, thereafter, shall be maintained by 70 Ranch.

c. At the conclusion of drilling and completion operations for wells drilled on 70 Ranch Land, Noble and 70 Ranch shall agree on permanent access control measures such as locked gates, signage and such other control measures as may be agreed.

5. Noble Subcontractors.

a. 70 Ranch acknowledges that Noble uses the services of various drilling contractors, well completion service companies and others to drill, complete and operate wells for Noble. 70 Ranch also acknowledges that the services provided by those subcontractors are being provided to Noble on an independent contractor basis. Notwithstanding the independent contractor relationship between Noble and its subcontractors, Noble hereby agrees to use good

faith efforts to control the activities of the subcontractors while performing work on 70 Ranch Lands so as to minimize disruption to the operation of the 70 Ranch and to minimize unacceptable behavior by the independent contractors.

i. 70 Ranch, at its sole cost and expense, may install a keypad entry system for access to the 70 Ranch Lands. If 70 Ranch installs the keypad entry system, 70 Ranch will deliver the keypad combination to the keypad entry system at least five business days prior the start of system operation. If at any time during the effectiveness of this Agreement 70 Ranch changes the keypad combination, 70 Ranch will give Noble at least five business days notice prior to implementing the new keypad combination. If 70 Ranch, at its sole cost and expense, installs the keypad entry system, Noble and its subcontracts will use the keypad entry system to access the 70 Ranch lands.

ii. Noble will implement a Global Positioning System (GPS) based vehicle monitoring system to monitor the activity of Noble's vehicles on the 70 Ranch Lands. Upon written request by 70 Ranch, Noble will provide to 70 Ranch the records of any Noble vehicle that 70 Ranch alleges to have failed to comply with the restrictions of this Agreement.

b. To the extent that employees of Noble's subcontractors engage in unacceptable conduct on 70 Ranch Lands, such as driving at speeds that exceed 20 miles per hour, or other unacceptable or rude behavior to 70 Ranch or its employees, 70 Ranch may notify Noble of its concerns, which notice shall describe in detail the nature of the conduct complained of and the identity of the individual(s) involved, if known. Noble shall promptly investigate the basis of the complaint and take such remedial measures as may be warranted under the circumstances. Noble shall notify 70 Ranch, to the extent it is aware of such information, of the identity of the person engaged in unacceptable conduct and the resolution of any related issues. If the individual has been identified and if there is a reasonable basis for the complaint by 70 Ranch, any repeat of such conduct by that individual will result in that individual being barred from Noble operations on the 70 Ranch Lands. Noble agrees to notify the employer of any such individual that said individual is not to return to Noble operations on the 70 Ranch Lands for the reasons underlying the complaint. 70 Ranch will install one or more speed monitoring devices to enforce the speed limits set forth in this Agreement. Noble agrees that images or videos generated by such device and depicting speeding or other unacceptable conduct will be deemed to be adequate proof of such unacceptable conduct.

c. Noble shall fully indemnify 70 Ranch against any act or omission by any contractor, employee, affiliate, or other person acting on Noble's behalf on the 70 Ranch Lands, that results in any discharge of a reportable quantity of any regulated substance. In the event of a spill of produced substances from a Noble well or surface facilities, Noble shall be responsible for remediation and cleanup of such substances in accordance with the regulations of the Colorado Department of Public Health and the Environment.

6. Default.

a. Should either party default on any of the obligations set forth in this Agreement, the non-defaulting party may give the defaulting party written notice specifying in reasonable detail the nature of the claimed default. The defaulting party shall have thirty (30)

days to cure or commence action which, if diligently pursued, would cure the alleged default, or to contest the existence of the alleged default.

b. Should the defaulting party fail to cure, commence curative action or contest the existence of the alleged default within such thirty (30) day period, the non-defaulting party may terminate this Agreement by giving written notice of such termination, which shall be deemed effective upon receipt by the defaulting party. The non-defaulting party may seek to have the obligations of the defaulting party specifically enforced or may seek damages to ensure that the benefits of this Agreement are not lost to the non-defaulting party by the default of the defaulting party of its obligations under this Agreement.

c. If the defaulting party contests the existence of the alleged default, the defaulting party shall have thirty (30) days from the date that the existence the default is actually determined to exist by a court of competent jurisdiction or by the agreement of the parties herein to commence action, which if diligently pursued, would cure the alleged default provided that this sentence shall not release a party from compliance with court orders or judgments as appropriate during such thirty-day period. If any such default is not cured, the non-defaulting party may seek to have the obligations of the defaulting party specifically enforced or may seek damages to ensure that the benefits of this Agreement are not lost to the non-defaulting party by the default of the defaulting party of its obligations hereunder.

d. Should this Agreement be terminated by 70 Ranch pursuant to the terms of this Paragraph 6, Noble may continue to access all wells drilled on or prior to the date of termination by means of the roads then used as access to those Wellsites. Further, should Noble contest the effectiveness of the terminations in a court of competent jurisdiction within thirty (30) days of the effective date of the termination as set forth herein, this Agreement shall remain in full force and effect for all wells drilled prior to the receipt of the notice until the effectiveness of the terminations by 70 Ranch has been finally, judicially determined by a court of competent jurisdiction provided, however, that any such claim by Noble that the termination was not effective due to the acts or omissions of 70 Ranch be made in good faith. It shall be a conclusive determination that such claim was not made in good faith should a court of competent jurisdictions conclude that the maintenance or defense of any such action by Noble was groundless or frivolous.

7. Termination.

a. This Agreement will remain in full force and effect until (1) Noble's interest in the 70 Ranch Leases expires or is terminated; (2) Noble has plugged and abandoned all wells owned fully or in part by Noble; and, (3) Noble has complied with the requirements of all applicable oil and gas leases pertaining to removal of equipment, reclamation, cleanup and all other applicable provisions of the leases and existing laws and regulations. When this Agreement ceases to be in full force and effect, the Parties will execute any and all releases necessary to evidence the fact that this Agreement shall no longer apply to the 70 Ranch Lands.

8. Environmental Indemnification.

a. Noble will save, indemnify, defend and hold harmless 70 Ranch from any environmental claims relating to the 70 Ranch Lands or 70 Ranch Leases that arise out of Noble's ownership or operations of the 70 Ranch Leases or Noble's ownership or operation of its pipeline easement or rights of way on the 70 Ranch Lands. 70 Ranch will fully defend and hold harmless Noble and its gas and oil purchasers, gatherers, or transporters from any and all environmental claims related to the 70 Ranch Lands that arise out of nitrate pollution on or under the 70 Ranch Lands relating to animal feeding operations that previously were conducted on or adjacent to 70 Ranch Lands.

9. Energy Transmission Development on 70 Ranch Lands.

a. Before 70 Ranch enters any agreement with a third-party for the right-of-way, feasibility, planning, construction, maintenance, or any other operation of any type or nature, for the transmission or distribution of electricity across the 70 Ranch Lands, 70 Ranch will provide written notice to Noble. Noble will then have the opportunity to consult with 70 Ranch and the prospective third-party to ensure that the proposed operation will not interfere with Noble's surface access rights consistent with this Agreement on the 70 Ranch Lands.

10. Miscellaneous.

a. All notices and communications required or permitted under this Agreement shall be in writing and addressed as set forth below. Any communication or delivery hereunder shall be deemed to have been duly made and the receiving party charged with notice: (i) if personally delivered, when received, (ii) if sent by telefax, when receipt of the fax has been confirmed by the intended receiving party, (iii) if mailed, three (3) business days after mailing, certified mail, return receipt requested, or (iv) if sent by overnight courier, one day after sending.

b. If to 70 Ranch:

70 Ranch, LLC
5460 Quebec Street, Suite 110
Greenwood Village, CO 80111
Phone: 303-773-1005
Fax: 303-773-1176
Attn: Robert A. Lembke

cc: Manuel Montoya
1631 15th Street
Denver, CO 80202
Phone: 303-572-8350
Fax: 303-825-0643

If to Noble:

Noble Energy, Inc.
804 Grand Avenue
Platteville, Colorado 80651
Phone: 970-785-5000
Fax: 970-785-5099
Attn: Bill Betson

cc: P. David Padgett
Attorney-in-Fact
Noble Energy, Inc.
1625 Broadway, Suite 2200
Denver, Colorado 80202
Phone: 303-228-4054
Fax: 303-228-4269

c. The parties agree that the giving of notice to Mr. Montoya and Mr. Padgett shall not constitute notice for the purposes of this Paragraph 10.

d. This Agreement and the transactions contemplated thereby shall be construed in accordance with and governed by the laws of the State of Colorado. The parties hereby submit themselves to the exclusive jurisdiction of the courts of the State of Colorado and to venue in the District Court for the Second Judicial District of Colorado or the District Court of the Nineteenth District of Colorado for resolution of any disputes hereunder.

e. This Agreement may not be amended or any rights hereunder waived except by a written instrument signed by the party charged with such amendment or waiver and delivered by said party claiming the benefit of any such amendment or waiver.

f. This Agreement will apply to any and all of Noble's leasehold coverage within the 70 Ranch Lands obtained after the Effective Date of this Agreement and until this Agreement terminates.

g. When Noble or 70 Ranch is used in this Agreement, it also means its successors and assigns, 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, successors and assigns of 70 Ranch and Noble and may be executed in counterparts.


h. The Parties will execute a memorandum of surface use agreement and record the memorandum in the records of Weld County, Colorado.

i. This Agreement supersedes all other Surface Use Agreements between the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first above written.

70 RANCH, LLC

BY: _____


Robert A. Lembke
Principal

NOBLE ENERGY, INC.

BY: _____


P. David Padgett
Attorney-in-Fact


CM

ACKNOWLEDGEMENTS

STATE OF COLORADO)
COUNTY OF Arapahoe) ss

The foregoing instrument was acknowledged before me this 1st day of October, 2009, before me, personally appeared Robert A. Lembke as Principal of 70 Ranch, LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires:

4/8/13



Guadalupe C Hernandez
Notary Public

STATE OF COLORADO)
COUNTY OF Denver) ss

On September 30th, 2009, before me, personally appeared P. David Padgett as Attorney-in-Fact of Noble Energy, Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires:



Arthur B. Kelly Jr
Notary Public

EXHIBITS

- A. 70 Ranch Lands
- B. Locations and Development Areas
- C. Performance Standards
- D. Road Construction Standards
- E. Reclamation Standards

Exhibit A
to
Surface Use Agreement
between
70 Ranch LLC and Noble Energy Inc.

70 Ranch Lands

Township 5 North, Range 63 West, 6th P.M., Weld County, Colorado

Section 9: All
Section 13: All
Section 17: All
Section 20: W/2, SE/4
Section 21: All
Section 22: All
Section 23: All
Section 24: All
Section 25: All
Section 27: All
Section 28: NE/4NE/4
Section 34: All
Section 35: N/2

Township 4 North, Range 63 West, 6th P.M., Weld County, Colorado

Section 1: All
Section 3: All
Section 10: Part of N½ lying north of Highway 34

Township 5 North, Range 62 West, 6th P.M., Weld County, Colorado

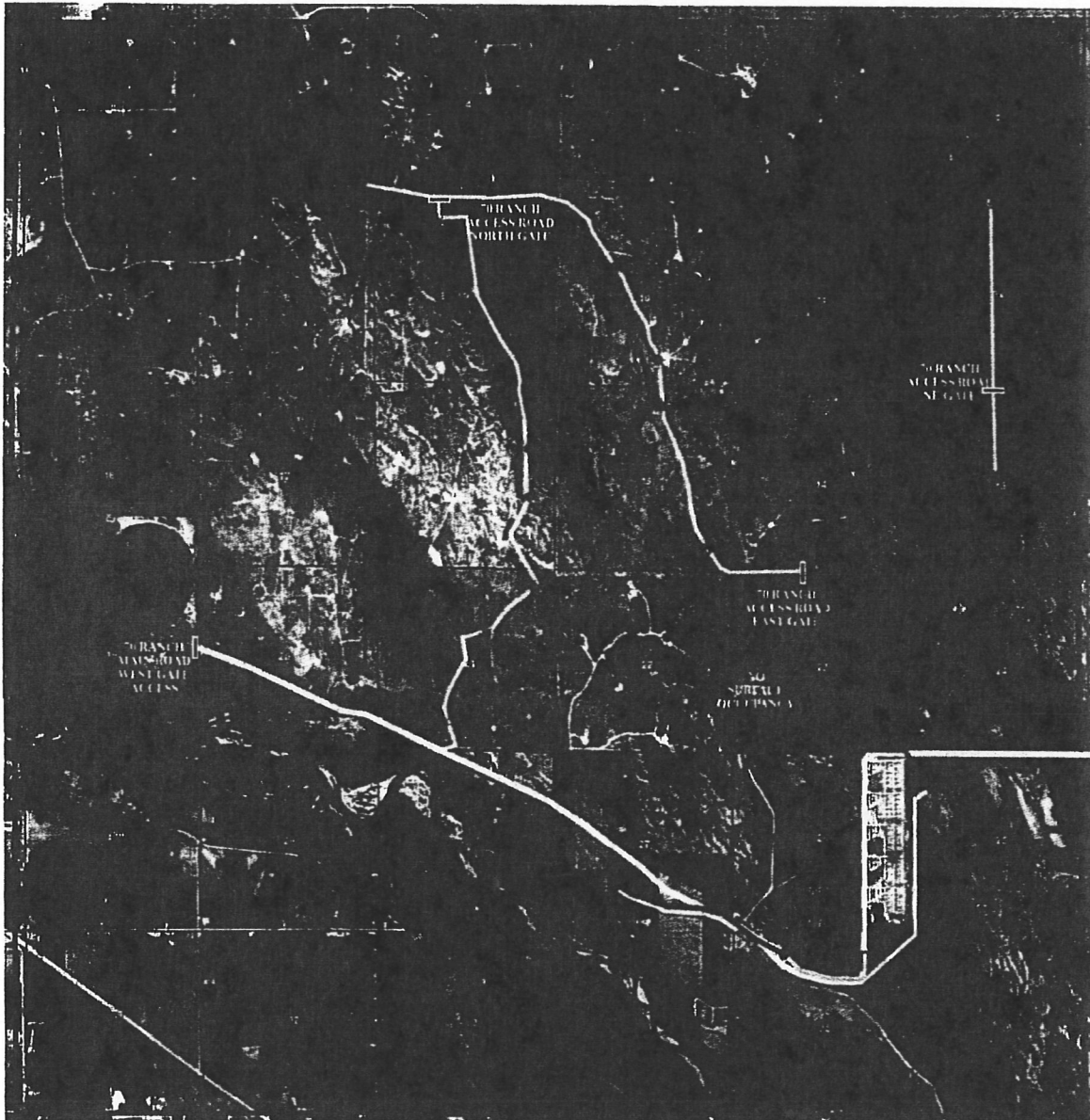
Section 3: W/2E/2
Section 15: W/2, W/2E/2
Section 17: All
Section 18: All
Section 19: All
Section 20: All
Section 21: All
Section 29: All
Section 31: All
Section 33: All

Township 4 North, Range 62 West, 6th P.M., Weld County, Colorado

Section 3: NW/4
Section 5: All
Section 7: N/2NE/4

EXHIBIT "B"
TO
SURFACE USE AGREEMENT
BETWEEN
70 RANCH, LLC AND NOBLE ENERGY INC.
TOWNSHIP 5 NORTH - RANGE 63 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
WELD COUNTY, COLORADO

LOCATIONS AND DEVELOPMENT AREAS



This map has been carefully prepared and is a graphical representation of the area depicted. However, it is not intended to be presented as a survey. The information contained hereon is not warranted and Noble and its affiliates shall not, in any event, be liable for any inaccuracies.

LEGEND

	NOBLE ENERGY, INC. LEASEHOLD		PREFERRED GATHERING LINE ROUTE
	NOBLE ENERGY, INC. UNEARNED LEASEHOLD		ALTERNATE GATHERING LINE ROUTE
	PRIVATE R.O.W. ACCESS		PROPOSED ACCESS ROUTE
	SURFACE FACILITY		EXISTING ROAD ACCESS ROUTE
	DCP TIE-IN POINT		MAIN ROAD ACCESS ROUTE
			STATE ACCESS PERMITS
			EXISTING WELL LOCATIONS
			NEW WELL LOCATION

noble energy

Exhibit C
to
Surface Use Agreement
between
70 Ranch LLC and Noble Energy Inc.

Operational Protection Standards

Pursuant to Section 1.h. of the Agreement, Noble shall construct, install and maintain the following items at its oil and gas well and production facilities in accordance with the following guidelines:

1. Wellsites. Noble will install and maintain steel containment rings with impermeable liners at all wellsites. All Noble wells will be protected from livestock with well head guards or livestock fencing. Where applicable, Noble may elect but is not required to install one or more monitoring wells at its well sites to monitor ground water for TPH. 70 Ranch consents to the installation of monitor wells at well sites and will be entitled to test results from the wells. Noble may use existing water quality monitoring wells on 70 Ranch Lands with the consent of 70 Ranch. 70 Ranch will, upon request from Noble, make available existing water quality monitoring data related to the 70 Ranch Lands. During hydraulic fracturing operations on 70 Ranch Lands, Noble will require fracturing service providers to park trucks onto a retaining tarp to collect any liquids that might fall from the trucks. If the quantities of spilled fluids are minimal then the service provider will mop up the materials with absorbent cloths. Service providers will use a vacuum truck for any larger spills on the tarp. In either circumstance, any spill associated with fracturing services will be contained and cleaned up without affecting the surface of the 70 Ranch Lands.

2. Flowlines. Noble will install to a depth of four feet, two (2) inch steel flowlines that will be coated and wrapped to protect from external degradation. Prior to backfilling operations the flowlines will be checked for damage to the protective coating. Any damage discovered will be repaired prior to installation to insure flowline integrity. Noble shall pressure check each flowline to not less than 150% of well head shut in pressure annually and following any re-stimulation operation to confirm flowline integrity. 70 Ranch will be entitled to review the test results. Noble will repair or replace any line that does not hold pressure during a pressure check operation.

3. Production Facilities. Noble will install and maintain steel containment rings with impermeable liners at all Noble production facilities. All Noble production facilities will be protected from livestock with livestock fencing. Where applicable, Noble may elect, but is not required, to install one or more monitoring wells at its production facilities to monitor ground water for TPH. 70 Ranch consents to the installation of monitor wells at production facilities and will be entitled to test results from the wells. All underground lines associated with a production facility installation will be coated and wrapped to protect from external degradation. Prior to backfilling operations the production facility lines will be checked for damage to the protective coating. Any damage discovered will be repaired to insure production facility line integrity. Noble shall pressure check production facility lines to not less than 150% of maximum allowable working or operating pressure annually to confirm integrity. 70 Ranch will be entitled

to review the test results. Noble will repair or replace any line that does not hold pressure during a pressure check operation.

Exhibit D
to
Surface Use Agreement
between
70 Ranch LLC and Noble Energy Inc.

Road Construction Standards

Pursuant to Section 1.i. of the Agreement, Noble shall construct roads used exclusively by Noble for its oil and gas operations (excluding, among other roads, the Main Road) in accordance with the following guidelines:

1. **Pre-Construction Access Road Layout:** Noble will locate and design access roads in coordination with 70 Ranch based upon the existing topography and will seek to minimize the surface impact to the greatest extent reasonable. The Parties will attempt to locate roads in higher areas on 70 Ranch Lands, and away from areas used as infiltration basins.
2. **Drillsite Access Roads.** A drillsite access road will be one lane (estimated to be 12 feet) in width and construction shall include disking the access road to level the vegetation, application of water for stability and packing, plating with 6-10 inches of clay followed by 3-5 inches of 1.5" road base to create a pad that will accommodate the heavy nature of drilling and completion tools. Noble and 70 Ranch may agree to substitute crushed concrete in place of the 1.5" road base as the top plating material. If a drillsite access road is greater than ½ mile in length, Noble and 70 Ranch may elect to place turn-outs along the road to prevent traffic from meeting and turning out into the grassland. Drillsite access roads will be flat-bladed to the topography and culverts will be placed by Noble as needed to maintain current drainage. Drillsite access roads will be maintained by Noble and shall be kept reasonably free of ruts and potholes by routine maintenance operations.
3. **Production Facility Access Roads.** A production facility access road will be two lanes (estimated to be 20 feet) in width and construction shall include disking the access road to level the vegetation, application of water for stability and packing, plating with 6-10 inches of clay followed by 3-5 inches of 1.5" road base to create a pad that will accommodate the heavy nature of drilling and completion tools. Noble and 70 Ranch may agree to substitute crushed concrete in place of the 1.5" road base as the top plating material. Production facility access roads will be crowned to adequately shed water and culverts will be placed by Noble as needed to maintain current drainage. Production facility access roads will be maintained by Noble and shall be kept reasonably free of ruts and potholes by routine maintenance operations.
4. **Abandonment.** Upon plugging and abandonment operations, all roads will be returned to their relative slope, contour and vegetation as set forth in the COGCC Rules including revegetation to the standards described in Exhibit E. 70 Ranch may elect to retain an access road that is no longer associated with Noble's operations and shall evidence that desire to the COGCC in writing as part of the final reclamation process.

Exhibit E
to
Surface Use Agreement
between
70 Ranch LLC and Noble Energy Inc.

Reclamation Standards

Pursuant to Section 1.j. of the Agreement, Noble will conduct reclamation of drillsites and other areas of the 70 Ranch Lands affected by oil and gas activities of Noble in accordance with the following guidelines:

1. Pre-Construction Drillsite Layout: Noble will design the rig footprint based on the existing topography to minimize the surface impact to the greatest extent reasonable. Proposed drillsites may be relocated within the Greater Wattenberg Area drilling window. Noble and 70 Ranch shall consult concerning the location and design of the drilling footprint. The drillsite shall be located to minimize surface impact and to allow favorable reclamation, including re-vegetation, following completion operations.

2. Drillsite Preparation. In most instances, a drillsite will be plated with clay and in some situations also with road base to create a pad that will accommodate the heavy nature of drilling and completion tools. Noble shall consult with 70 Ranch if it intends not to plate a drillsite with clay.

3. Activities. After construction and during the drilling and completion stage the drillsite will be stabilized and protected for stormwater management and wind erosion using best management practices, including straw mulch, silt fences and/or logs, hydra-cover of dirt piles as advisable.

4. Reclamation Upon Completion of Operations.

a. Promptly after completion operations, the location will be re-contoured to match the surrounding topography while creating and blending a pad to the prevailing topography for future workover operations surrounding the well head. The recontoured area is generally 100 feet in diameter.

b. If road base was used to plate the location, this material will be removed.

c. Clay used for plating and drillsite stabilization will be incorporated into the sandy soils to create a seedbed that is less prone to wind and water erosion than the prevalent sandy soils alone. The clay will improve the seedbed in terms of both future operational impacts as well as water retention for re-vegetation. Sandy areas that are not blended with this clay/sand process will be protected in this interim stage by spraying with flex terra and in the interim a cover crop seed mix for erosion protection.

d. Depending on the season of the year a cover crop such as winter wheat, rye, sterile millet, oats or another annual cover crop will be established for a cover crop to further protect the location from erosion, weed control and to improve the organic matter of the seedbed.

e. In the spring or fall the cover crop will be mowed and the chosen native seed mix will be sown into the cover crop stubble. Noble and 70 Ranch shall agree to the native seed mix. If the partners cannot agree to a native seed mix, then each party agrees that the Colorado State University County Extension Office may specify the native seed mix to be used.

f. A four-strand barbed-wire fence will be built and maintained around the drillsite for protection from livestock until the re-vegetation process is complete.

g. If the native seed re-vegetation effort fails in whole or in part for any reason, or if the location is re-disturbed with additional heavy equipment for well servicing operations creating additional impact to the drillsite the reclamation process will continue until such time that the site has been successfully reclaimed.

5. Reclamation Success. A site shall be successfully reclaimed when (i) two growing seasons have passed and (ii) the location has reached eighty percent re-vegetation of the applicable Reference Area. A "Reference Area" shall be the surrounding vegetation outside of the fenced area of the Wellsite if that vegetation has not been adversely affected by prior oil and gas activities or hog farming activities (an "undisturbed area"). If the area adjacent to the Wellsite is not an undisturbed area, then the Reference Area shall be an undisturbed area within the same cadastral section as the Wellsite, and an area of similar ecology as the area adjacent to the Wellsite. A Reference Area shall be approximately ten percent the size of the area of disturbance associated with a Wellsite (the "Reference Area"). When the location has reached this level of re-vegetation, the fence will be removed by Noble and the location will be re-introduced to livestock pasturing. If the Parties cannot agree that a site has been successfully reclaimed, then the Parties will ask the Colorado State University County Extension Office to assess the site and determine if the revegetated area has 80% of the vegetative cover of the applicable Referenced Area.

6. Default Seed Mix. The default seed mix shall be the Native Sand Hill Mix which includes most if not all of the native grasses identified in the United States Department of Agriculture Soil Conservation Service soil survey for the 70 Ranch Lands described.