

AGREEMENT

THIS AGREEMENT, (hereinafter "Agreement") is by and between the Lower Latham Reservoir Company, P.O. Box 398, Kersey, Colorado 80644, hereinafter referred to as "OWNER", and Noble Energy, Inc., 1625 Broadway, Suite 2200, Denver, Colorado 80202 (hereinafter "COMPANY"):

WITNESSETH:

WHEREAS, OWNER is the owner of lands located in the Southeast One-Quarter (SE/4), Section 2, Township 4 North, Range 64 West of the 6th P.M., Weld County, Colorado (hereinafter "PREMISES"), and

WHEREAS, COMPANY is a lessee of the oil and gas underlying the PREMISES, and

WHEREAS, COMPANY proposes to drill, complete, equip and operate Five (5) oil and gas well(s) upon the PREMISES, and

WHEREAS, the aforesaid parties desire to agree upon the matter of compensation for the use of a portion of the PREMISES during the drilling, completion and equipping of the aforesaid wells, as well as certain other operations and activities to be conducted upon the PREMISES.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. SURFACE USE PAYMENT. Prior to the commencement of COMPANY'S operations upon the PREMISES, COMPANY shall pay OWNER the sum of
which shall constitute full payment for the normal use of a portion of the PREMISES, the location and dimension of which is described in Exhibit A which is attached to this Agreement and by this reference made a part hereof, during the drilling and initial completion operations for Five (5) oil and gas well(s), consisting of the construction of One (1) access road(s), and One (1) well drilling site(s), and the construction and installation of well production equipment consisting of Five (5) wellhead valve(s), Ten (10) separator(s), Twelve (12) condensate storage tank(s), and Twelve (12) non-leaching, brine water storage tank(s).
2. ACCESS. COMPANY shall gain access to and from the subject well sites by the routes described in Exhibit A.
3. FENCING. Prior to the commencement of COMPANY'S operations upon the PREMISES involving the use of heavy equipment, COMPANY, at its expense, shall construct a temporary, single strand wire fence to identify the boundaries of the designated access roads and drilling sites described in Exhibit A. COMPANY shall

maintain said fence in a functional condition until all drilling site preparation and construction operations, well drilling and completion operations, pipeline and equipment construction and installation operations, and reclamation operations have been completed. Upon completion of said operations, COMPANY shall dismantle and remove said fence from the PREMISES. COMPANY vehicular traffic and equipment operations upon the PREMISES beyond the fence boundary is expressly prohibited. If COMPANY violates this provision, COMPANY shall compensate OWNER for twice the amount of all damages that result directly from such violation.

4. CULVERTS. At OWNER'S discretion, COMPANY, at its expense, shall provide and install all culverts of an adequate kind, size, and quality necessary to maintain existing land drainage and irrigation practices, and existing water flows to, from, under, over, across, through and upon the PREMISES.

5. SOIL EXCAVATION. During all soil excavation operations, COMPANY shall rely on apparent differences in physical soil characteristics such as color, texture, density, and consistency in order to segregate the topsoil from the subsoil. All excavated subsoils and topsoils shall be stockpiled separately within the fenced drilling site area.

6. PIPELINES. One (1) pipeline(s) shall be constructed upon the PREMISES to convey gas produced from the subject well(s) from said well's gas measuring device(s) to the boundary line of the PREMISES. Said pipeline(s) shall be located and constructed in such a manner so as to cause the least interference with existing land use, water drainage and irrigation practices. Said pipeline(s) shall be wrapped, coated, or otherwise adequately protected to prevent corrosion, and shall be buried to a depth of no less than four (4) feet below the surface of the land that existed prior to the commencement of COMPANY'S operations upon the PREMISES. All pipeline trench excavation and reclamation operations shall be conducted in accordance with Sections 5 and 7 of this Agreement. Water of sufficient quantity shall be added to all excavated soils as they are returned to the relative positions where they were located prior to excavation to minimize future soil subsidence.

7. RECLAMATION. As soon as conditions permit following the completion of well drilling and completion operations, but no later than thirty (30) days after the completion of such operations, all portions of the PREMISES affected by COMPANY'S operations that are not necessary for the continued operation of the subject wells, shall be restored by COMPANY, at its expense, to the condition that existed prior to the commencement of such operations. OWNER may extend said thirty (30) day period in writing if conditions beyond the control of COMPANY prevent COMPANY from complying with this provision. All equipment, items, materials, liquids and substances of any kind, nature and composition associated with COMPANY'S operations that are not necessary for the continued operation of the subject wells, shall be removed from the PREMISES. If OWNER determines that soils have been contaminated and a neutral third party soils expert agrees with such determination, then COMPANY, at its expense shall replace contaminated soils with uncontaminated soils of a similar kind and quality. All soils, excavated pipeline trenches, and fluid containment pits shall be allowed to dry

sufficiently to minimize soil compaction during reclamation operations. All excavated soils shall be returned to the relative positions where they were located prior to excavation, and the surface of the entire drilling site shall be contoured and leveled to the condition that existed prior to the commencement of COMPANY'S operations upon the PREMISES. The surface of the entire drilling site shall be mechanically ripped to a depth of one and one-half (1.5) times the depth of the zone of soil compaction when the soil moisture content is below thirty-five (35%) of field capacity, as determined by a neutral third party soils expert. All soils upon the PREMISES affected by COMPANY'S operations that are not necessary for the continued operation of the subject wells shall be restored to the capability of supporting plant life that existed prior to the commencement of COMPANY'S operations upon the PREMISES. If perennial vegetation growing upon the PREMISES is damaged or destroyed by COMPANY'S operations, such vegetation shall be reestablished to the condition that existed prior to the commencement of such operations.

8. ROAD MAINTENANCE AND WEED CONTROL. COMPANY will maintain all well access roads in good repair and condition, including grading and resurfacing as necessary from time to time.

9. DAMAGES (GENERALLY). COMPANY shall compensate OWNER for all damages directly caused by COMPANY'S operations on the PREMISES. Such damages include, but are not limited to: (a) the loss of income and incurred expenses; (b) the market value of crops, pasture, trees, shrubs, or livestock destroyed, damaged or prevented from reaching market; (c) the cost of repair of property to the extent not reclaimed by COMPANY, both real and personal; and (d) damage to and the loss of use of any water supply or drainage system associated with the PREMISES. If damages occur, OWNER shall notify COMPANY of such damages within thirty (30) days of OWNER'S discovery thereof. If said notice of damages is given and OWNER receives a written rejection from COMPANY, rejects any counter offer of COMPANY, or receives no reply from COMPANY, OWNER may bring an action for recovery of damages in a court of proper jurisdiction, but only after arbitration. Before bringing an action in court, OWNER shall notify COMPANY, that damages shall be determined by arbitration. Such arbitration shall be conducted in accordance with C.R.S. Sections 13-22-201 through 13-22-221, except that if the amount of damages awarded by arbitration or the court is greater than that which was offered by COMPANY, or if OWNER received no reply from COMPANY, OWNER shall be awarded reasonable attorney fees, costs of appraisers and expert witnesses, any cost which may be legally assessed, interest on the amount of such fees and costs from the time they were incurred, and interest in the amount of final compensation for damages awarded from the time the damages occurred or commenced to occur.

10. DAMAGE TO WATER. If COMPANY causes or allows substances to enter into an aquifer, surface water or water supply system associated with the PREMISES to cause a diminution of water quality or quantity, as determined by a neutral third party, COMPANY shall compensate OWNER for all damages to such water as provided under

Section 9 of this Agreement including, but not limited to, the cost of repair, alteration or construction that ensures the delivery of the quality and quantity of water available to OWNER prior to the commencement of COMPANY'S operations upon the PREMISES.

11. FUTURE OPERATIONS. COMPANY shall notify OWNER no less than seven (7) days prior to the commencement of all COMPANY operations associated with the subject well(s) to be conducted upon the PREMISES subsequent to the operations aforementioned in this Agreement. This provision shall not apply in the event of an emergency, or for normal well production operations that do not involve the use of heavy equipment.

12. PROTECTION OF THE NATURAL ENVIRONMENT. During all COMPANY operations conducted upon the PREMISES, COMPANY shall protect the natural environment including, but not limited to, all air, soil and water resources, and all wildlife and natural vegetation associated with the PREMISES, from all degradation including, but not limited to, all contamination, damage, pollution and harm. If degradation occurs, COMPANY shall mitigate and remediate all such degradation.

13. OPERATIONAL OBLIGATIONS. All COMPANY operations conducted upon the PREMISES shall be done in a diligent manner and in accordance with all applicable law, as well as the highest standards of the oil and gas industry.

14. INDEMNIFICATION. COMPANY shall indemnify and hold OWNER harmless from all liability for personal injury or injury to third persons or their property, and from all degradation of the natural environment caused by COMPANY'S operations.

15. VIOLATIONS. If OWNER finds COMPANY in violation of this Agreement, OWNER shall notify COMPANY of such violation within thirty (30) days of OWNER'S discovery thereof. If said violation continues after seven (7) days from the time COMPANY received said notice of violation, OWNER may bring an action for the enforcement of this Agreement, or for injunctive relief, or both, in the District Court of Weld County. If the court determines that COMPANY was in violation of this Agreement at the time OWNER filed said action with the court, OWNER shall be awarded reasonable attorney fees, costs of appraisers and expert witnesses, any cost which may be legally assessed and interest on the amount of such fees and costs from the time they were incurred.

16. NOTIFICATION. Any notice given from one party hereto to the other in accordance this Agreement shall be made by depositing such notice in the U.S. Mail, as certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to OWNER: Lower Latham Reservoir Company
P.O. Box 398
Kersey, CO 80644
Attention: Dennis J. Hoshiko

If to COMPANY: Noble Energy, Inc.
1625 Broadway, Suite 2200
Denver, CO 80202
Attention: Land Manager

17. WAIVER OF THIRTY DAY NOTICE. OWNER hereby waives the minimum thirty (30) day written notice described in the Notice of Intent to Drill letter provided by COMPANY to OWNER.

18. CONFIDENTIALITY. OWNER agrees to keep the amount of consideration paid hereunder by COMPANY confidential and shall not disclose such information without the advance written consent from COMPANY. COMPANY may record a memorandum evidencing the evidence of this Agreement.


19. GOVERNING LAW / VENUE. This Agreement shall be interpreted according to the laws of the State of Colorado. Venue for any dispute shall be Weld County, Colorado.

20. WRITTEN MODIFICATIONS / NOTICES. This agreement may only be amended in writing signed by both parties hereto. All notices to either party shall be in writing addressed to the parties at the addresses set forth herein above.

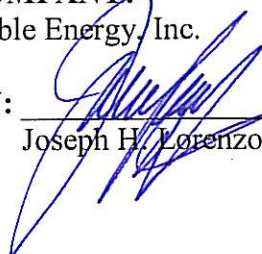
21. BINDING EFFECT. This agreement shall be binding and effective upon the parties hereto, their heirs, successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have duly authorized their representatives to execute this Agreement in duplicate in the spaces provided herein below:

OWNER:
Lower Latham Reservoir Company

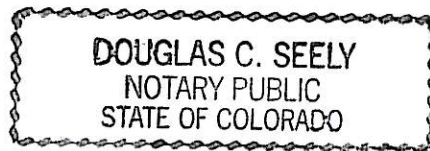
By: 
Dennis J. Hoshiko, President BD
w

COMPANY:
Noble Energy, Inc.


BY:  JK
Joseph H. Lorenzo, Attorney-In-Fact

STATE OF COLORADO)) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 1st day of November, 2011 by Dennis J. Hoshiko as president of the Lower Latham Reservoir Company.



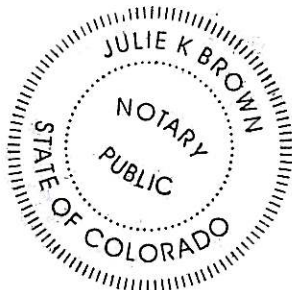
WITNESS my hand and official seal.



 Notary Public
 My commission expires: 7/12/2013

STATE OF Colorado
city and _____) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 7th day of November, 2011 by Joseph H. Lorenzo as the duly authorized representative of Noble Energy, Inc.



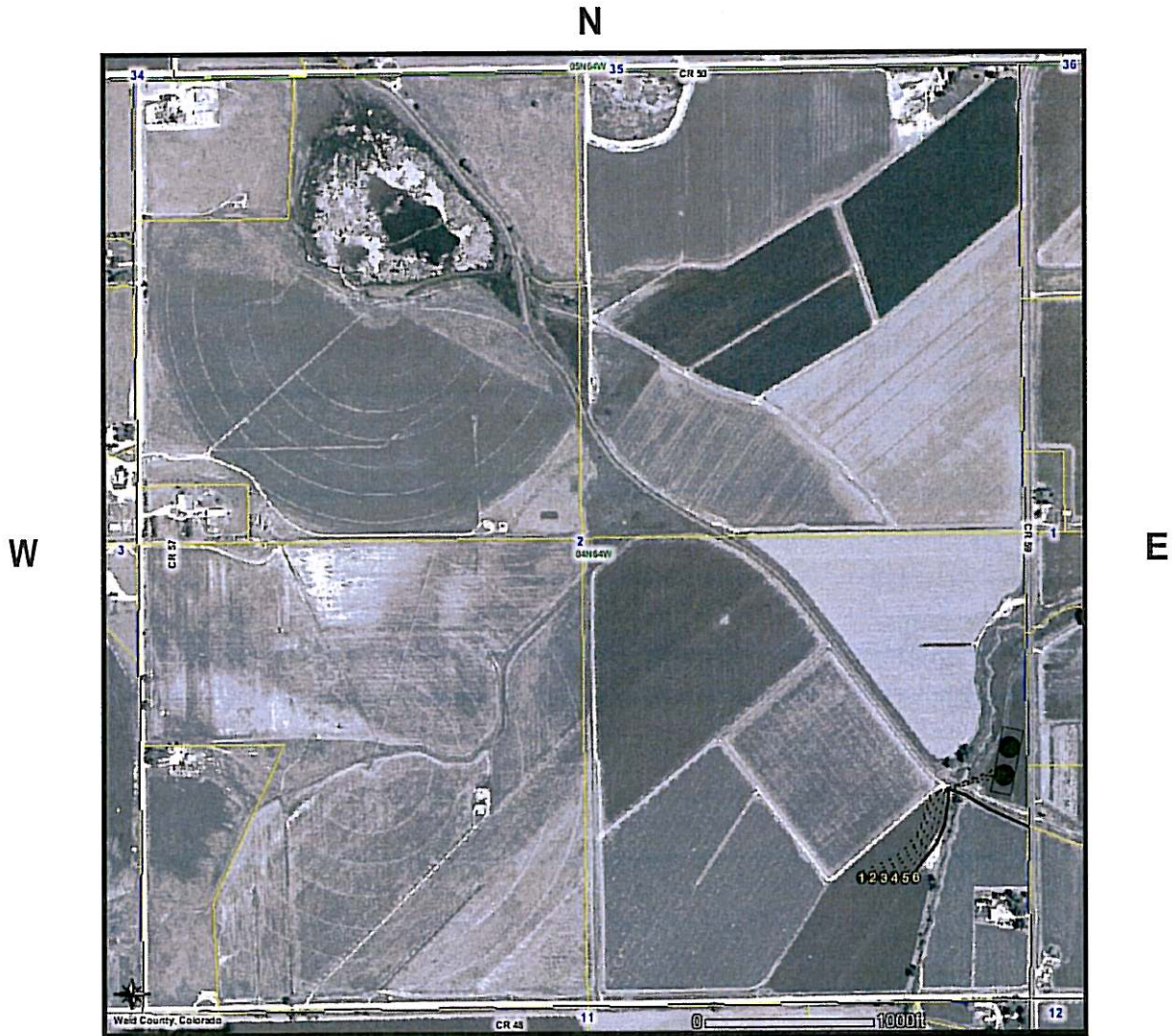
WITNESS my hand and official seal.

Notary Public
my commission expires 04/30/2013

Exhibit "A"

Attached to and by reference made a part of that certain Surface Use Agreement dated November 1, 2011, by and between Lower Latham Reservoir Company, as "OWNER" and Noble Energy, Inc. as "COMPANY" covering the following lands:

Township 4 North, Range 64 West, 6th P.M.
Section 2: SE/4
Weld County, Colorado



1. PANTHER C11-28D
2. PANTHER C11-27D
3. PANTHER C02-23D
4. TOBY C12-79HN
5. BOBCAT C12-69HN
6. EXISTING ROTHE 3

Road Access 
Flowline 
Tank Battery 