

AGREEMENT

THIS AGREEMENT is made and entered into this 31st day of December, 1992, effective, however, for all purposes as of June 1st, 1992, by and between GUTTERSEN & COMPANY, a Colorado Limited Partnership, with an address of P. O. Box 528, Kersey, Colorado 80644 ("Guttersen") and GERRITY OIL & GAS CORPORATION, a Delaware corporation, with an address of 4100 E. Mississippi Ave., #1200, Denver, Colorado 80222 ("Gerrity").

RECITALS:

- A. Guttersen owns the Guttersen Ranch, which is more fully described on Parts 1 and 2 of Exhibit A attached hereto and made a part hereof.
- B. Gerrity owns and may hereafter own one or more oil and gas leases from the State of Colorado or others that cover or include lands within the Guttersen Ranch.
- C. Guttersen and Gerrity have agreed upon the terms of this Agreement pursuant to which Gerrity will be provided access to all drillsites owned by it on the Guttersen Ranch and pursuant to which operations to be conducted by Gerrity on the Guttersen Ranch are to be governed.

NOW, THEREFORE, in consideration of the terms of this Agreement, to include the mutual covenants contained herein, and for other good and valuable consideration, the

receipt and sufficiency of which is hereby confessed and acknowledged, Gerrity and Guttersen agree as follows:

1. Surface Payment. Gerrity hereby agrees to pay Guttersen Dollars for each well drilled by or for Gerrity on the lands described on Part 1 of Exhibit A ("Guttersen Owned Fee"). The payment, to be made by Gerrity on or before the date actual drilling operations are commenced for a particular well, constitutes the full and entire consideration to be paid by Gerrity for all reasonable and normal damages to and use of the surface of each location drilled on Guttersen Owned Fee associated with the drilling, reworking, recompletion (not involving additional reserve pits), testing, completion, operation, equipping and maintenance of each well and wellsite drilled on Guttersen Owned Fee. Such reasonable and normal damages shall include, but are not limited to, removal of growing crops, sod, damage to cropland, rangeland, pastureland, construction of access roads, preparation 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, transportation and sale of oil, gas and other materials produced by or used for production of wells drilled on Guttersen Owned Fee. With respect 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, transportation and sale of oil, gas and other materials produced by or used for production from Guttersen Owned

Fee, Gerrity may exercise the rights granted by this Agreement at any time and from time to time without further or additional consideration being payable to Gutttersen.

In addition, the payment being made pursuant to this Paragraph 1 shall constitute consideration for access to, from, over and across the Gutttersen Ranch to the surface of all lands now owned by the State of Colorado and leased to Gutttersen (which are described on Part 2 of Exhibit A) where the minerals are owned by the State of Colorado whether or not Gutttersen continues to own a surface lease covering those lands and to the lands described on Part 3 of Exhibit A, which are currently under contract to be sold to Waste Services Development Corporation ("WSDC") dated September 23, 1991 (the "Contract"). Should WSDC or its successors and assigns fail to acquire the lands described on Part 3 of Exhibit A pursuant to the Contract as the same may be modified or amended, those lands shall be deemed to be Gutttersen's Owned Fee for all of the purposes of this Agreement.

For the same consideration, Gutttersen agrees to be responsible, fully and completely, for the revegetation of all drillsites. Specifically, it shall be Gerrity's responsibility to fulfill the obligations of Paragraph 3d and to backfill or cause to be backfilled the reserve pits, to include drilling mud and cuttings therein, and after the pits have been backfilled by Gerrity, any revegetation of the drillsite shall be the sole and exclusive responsibility of Gutttersen. Gutttersen and Gerrity agree that, to minimize potential damage to the surface of the Gutttersen Ranch and to facilitate Gerrity's operations on the Gutttersen Ranch,

drilling mud can be spread on roads and drillsite locations, if and as may be agreed by Gutttersen and Gerrity. Absent such agreement, all drilling mud and cuttings shall remain in the pits and shall be backfilled by Gerrity provided that no material may remain that would otherwise constitute an unlawful disposal of toxic or hazardous materials or materials that otherwise require special disposal but for this Agreement.

For the same consideration, Gutttersen agrees that all wells drilled on the Gutttersen Ranch may be connected to the gathering system of Associated Natural Gas, Inc. ("ANGI") or such other gas gatherer as Gerrity may designate in writing, all in the ordinary course of business of ANGI or such other gas gatherer and Gerrity. Such connections shall be made by ANGI or such other gatherer subject only to good faith negotiations with Gutttersen relating to easements, surface damage, gas compression facilities and related gas gathering issues. Issues related to the subject matter of this Agreement shall remain separate and distinct from the connection of wells drilled by or for Gerrity on the Gutttersen Ranch to the gas gathering system of ANGI or other gas gatherer.

2. Consultation. In exercising its access rights to locations on the Gutttersen Ranch, Gerrity shall, in each case, conduct good faith consultations with Gutttersen as to the access routes to each well to be drilled on the Gutttersen Ranch. The parties agree that the consultation for each well to be drilled on the Gutttersen Ranch will be conducted not less than seven (7) days prior to the rig move scheduled for the well and that existing ranch roads will be utilized to the maximum degree practical and said roads will be

maintained by Gerrity. The maintenance obligation of Gerrity is to assure that there is no degradation or material decline in road quality or utility by reason of Gerrity's operations. The parties will mutually agree from time to time as to any maintenance that may be necessary. Additional roads constructed on the Gutteresen Ranch will be constructed at the cost and expense of Gerrity at the locations agreed upon by Gerrity and Gutteresen. Such additional roads shall be constructed to specifications agreed upon by Gerrity and Gutteresen and the same will be maintained by Gerrity at its expense as necessary for its level of activity for a particular road as that level of activity may change from time to time. If Gutteresen elects to maintain such additional roads beyond the level necessary for Gerrity's operations, the cost shall be borne by Gutteresen.

The parties agree that the good faith consultation provided for pursuant to this Paragraph 2 shall include consultation regarding well locations and the location of production equipment, to include flowlines, provided, however, that Gerrity shall have the final decision-making authority with respect to those matters subject to compliance with the laws of the State of Colorado and regulations promulgated pursuant thereto as the same may from time to time be amended. Gerrity hereby agrees to locate all wells drilled by it on the Gutteresen Ranch at legal locations as prescribed by the rules and regulations of the Oil and Gas Conservation Commission of the State of Colorado and/or at exception locations approved by the Oil and Gas Conservation Commission. Gutteresen agrees to support any application of Gerrity for exception locations for wells drilled on the Gutteresen Ranch when such locations are agreeable to Gutteresen.

Guttersen and Gerrity acknowledge that close consultation is necessary with respect to the location of access roads as contemplated by this Agreement and other aspects of this Agreement and in order to facilitate the consultation, Guttersen and Gerrity agree that it is essential to provide for one person from Guttersen and one person from Gerrity to conduct the consultations. Art Guttersen is hereby appointed as the representative of Guttersen and Tom Majors is hereby appointed as the representative of Gerrity. Mr. Majors and Mr. Guttersen will use their best efforts to implement the provisions of this Agreement and dedicate the time and resources required to implement the terms hereof. Telephone numbers for Mr. Guttersen and Mr. Majors are as follows:

Art Guttersen:

Phone: 284-7777
Mobile: 395-7777
Fax: 284-5256
Home: 284-7777

Tom Majors:

Phone: 353-3657
Mobile: 789-7246 + 1722
Fax: 939-8838
Home: 532-3136

The designated representatives may be replaced by giving written notice of the name of the new representative.

3. Site Restoration.

a. With respect to the restoration of drillsites and surface disruption for each well drilled on Gutttersen Owned Fee, Gerrity will backfill the drillsite location to the level existing prior to operations. All such revegetation activities shall be accomplished at the sole cost and expense of Gutttersen.

b. Gutttersen hereby indemnifies Gerrity from the cost and expense of such revegetation to include attorneys' fees and other costs incurred by Gerrity in connection with any matter dealing with site revegetation issues and acknowledges that site revegetation is the exclusive responsibility of Gutttersen. When requested, Gutttersen shall cooperate with Gerrity for the release of any bonds to secure the performance by Gerrity of site restoration obligations now posted or hereafter posted by Gerrity with respect to Gutttersen Owned Fee. When requested, Gutttersen will notify the Oil and Gas Conservation Commission of the State of Colorado of its obligations with respect to restoration of drillsites on Gutttersen Owned Fee.

c. Gerrity hereby acknowledges that with respect to the lands described on Exhibit A, Parts 2 and 3 (assuming the Part 3 lands are sold to WSDC pursuant to the

Contract), that it retains the site restoration responsibility and that it shall comply with the applicable regulations of the Oil and Gas Conservation Commission of the State of Colorado as those regulations are now enacted or as the same may be amended from time to time. Gerrity hereby indemnifies Gutttersen from the cost and expense of such restoration to include attorneys' fees and other costs incurred by Gutttersen in connection with any matter dealing with site restoration issues for the lands described on Exhibit A, Parts 2 and 3 (assuming the Part 3 lands are sold to WSDC).

d. Notwithstanding the foregoing, within seven (7) days of rig release for a particular well drilled on Gutttersen Owned Fee, Gerrity will backfill all mouseholes, ratholes and working pits. Within one hundred twenty (120) days of rig release for a particular well, Gerrity will backfill reserve pits for that well unless otherwise agreed by Gutttersen and Gerrity. If requested by Gutttersen, Gerrity will use its best efforts to backfill pits earlier if the area covered by the pit is necessary for the normal and usual operation of the Gutttersen Ranch.

4. Livestock Control. All mudpits will be fenced at the cost and expense of Gerrity as needed to protect cattle from access to the pits and other reasonable protection measures to protect livestock from injury due to Gerrity's wellsite locations and operations will be utilized, provided, however, that in lieu of fencing pits, Gerrity may, with the concurrence of Gutttersen, construct a larger wellsite with more gradual slopes for the main pit area so that any livestock accessing the pit would be able to walk out of the pit.

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

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

5. Gerrity Subcontractors. Gutttersen acknowledges that Gerrity utilizes the services of Powers Elevation, Jim's Water Service, various drilling contractors, various well completion service companies and others to drill, complete and operate wells for Gerrity. Gutttersen also realizes that the services provided by those subcontractors is being provided to Gerrity on an independent contractor basis. Notwithstanding the independent contractor relationship between Gerrity and its subcontractors, Gerrity hereby agrees to use good faith efforts to control the activities of the subcontractors while on the Gutttersen Ranch so as to minimize disruption, to the degree practical, to the operation of the Gutttersen Ranch and to minimize, to the degree practical, unacceptable behavior by the independent contractors.

To the extent that employees of Gerrity's subcontractors engage in unacceptable conduct on the Gutttersen Ranch, such as driving at speeds that pose an imminent danger to life, property, including livestock, or other unacceptable or rude behavior to Gutttersen and/or its employees, Gutttersen may notify Gerrity thereof, which notice shall describe in detail the nature of the conduct complained of and the identity of the individual(s) involved, if known. Promptly, Gerrity shall investigate the basis of the complaint and take such remedial measures as may be warranted under the circumstances and Gerrity shall notify Gutttersen, to the extent it is aware of such information, of the identity of the person engaged in unacceptable conduct and the resolution thereof. If the individual has been identified and if there is a reasonable basis for the complaint by Gutttersen, any repeat of such conduct by that individual will result in that individual being barred from the Gutttersen Ranch during the operations of Gerrity. Gerrity agrees to notify the employer of any such individual that the individual is not to return to the Gutttersen Ranch for the reasons underlying the complaint.

6. Default. Should either party default on any of the obligations set forth herein, that party (the non-defaulting party) may give the other party (the defaulting party) written notice specifying in reasonable detail the nature of the default claimed. The defaulting party shall have thirty (30) days within which to cure or commence action, which if diligently pursued, would cure the alleged default, or to contest the existence of the alleged default.

Should the defaulting party fail to cure the default within such thirty (30) day period or fail to commence action within that period, which if diligently pursued, would cure the default or contest the existence of the default, the non-defaulting party may terminate this Agreement by giving written notice of such termination, which termination shall be effective at the time the notice is deemed received by the defaulting party pursuant to Paragraph 8 below. 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.

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 finally determined to exist by a court of competent jurisdiction or by the agreement of the parties within which 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 30-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.

Should this Agreement be terminated by Guttersen pursuant to the terms of this Paragraph 6, Gerrity 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 wells. Further, should Gerrity contest the effectiveness of the termination 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 termination by Guttersen has been finally judicially determined by a court of competent jurisdiction provided, however, that any such claim by Gerrity that the termination was not effective due to the acts or omissions of Guttersen 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 jurisdiction conclude that the maintenance or defense of any such action by Gerrity was groundless and frivolous.

7. Ratification of Oil and Gas Leases. Guttersen, for itself and its successors and assigns, hereby ratifies, adopts, and confirms, and by these presents does hereby lease and let unto Gerrity those portions of the following described oil and gas leases now owned or hereafter acquired by Gerrity and do hereby further confirm that the same are in full force and effect as of the date hereof, subject to the terms hereof:

L.F. Ranch Lease: Dated July 2, 1964, recorded in Book 518, Reception No. 1440221 from L. F. Ranch Co. to Mel C. Bedinger.

Two E Ranches Lease: Dated August 11, 1964, recorded in Book 523, Reception No. 1444837 from Two E Ranches, Inc. to Mel C. Bedinger.

Guttersen and Gerrity agree that this Agreement governs only the subject matter hereof and that this Agreement is not intended to amend, modify or otherwise alter in any way any term or condition of the leases unless specifically provided herein.

8. 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) is personally delivered, when received, (ii) if sent by telefax, when receipt of the fax by the party to whom the fax was sent has been electronically confirmed, (iii) if mailed, three business days after mailing, certified mail, return receipt requested, or (iv) if sent by overnight courier, one day after sending. All notices shall be addressed as follows:

IF TO GUTTERSEN:

Guttersen & Company

P.O. Box 528

Kersey, CO 80644

ATTN: Art Gutttersen

Telephone: 284-7777

Telefax: 284-5256

Home Telephone:

With a copy to:

Stow L. Witwer, Jr., Esq.

Affiliated National Bank Bldg., #760

Greeley, Colorado 80631

Telephone: 623-4128

Telefax: 352-3165

IF TO GERRITY:

Gerrity Oil & Gas Corporation

1476 42nd Street

Evans, CO 80620

ATTN: Tom Majors

Telephone: 939-8585

Telefax: 939-8838

Home Telephone:

With a copy to:

David W. Siple, Land Manager

Gerrity Oil & Gas Corporation

4100 E. Mississippi Ave., #1200

Denver, CO 80222

Telephone: 757-1110

Telefax: 757-5014

The parties agree that the giving of notice to Mr. Witwer and Mr. Siple shall not constitute notices for the purposes of this Paragraph 8.a.


b. 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 First Judicial District of Colorado or the District Court of the Nineteenth District of Colorado for resolution of any disputes hereunder.

c. This Agreement may not be amended or any rights hereunder waived except by instrument in writing signed by the party to be charged with such amendment or waiver and delivered by such party to the party claiming the benefit of any such amendment or waiver.

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

GUTTERSEN & COMPANY

GERRITY OIL & GAS CORPORATION

By: 
Michael Gutteresen,
General Partner

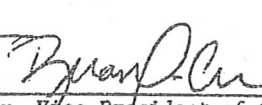
By: 
Sr. Vice President of Operations,
Chief Accounting Officer

EXHIBIT A - PART I

Surface Check

Basis of Title: Weld County Assessor's Records

Guttersen & Company
P.O. Box 528
Kersey, CO 80644

Township 2 North, Range 63 West, 6th P.M.

Section 4: Part SW $\frac{1}{4}$ (Parcel #130304000003)

Section 5: All

Section 8: All

Township 2 North, Range 64 West, 6th P.M.

Section 4: N $\frac{1}{2}$, SE $\frac{1}{4}$

Township 3 North, Range 63 West, 6th P.M.

Section 5: All

Section 6: S $\frac{1}{2}$, E $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$

Section 7: All

Section 8: E $\frac{1}{2}$

Section 17: All

Section 18: SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 19: All

Section 28: NW $\frac{1}{4}$

Section 29: All

Section 30: W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$

Section 32: All

Section 33: W $\frac{1}{2}$

Township 3 North, Range 64 West, 6th P.M.

Section 1: All

Section 2: S $\frac{1}{2}$

Section 3: All exc. parcel described by metes and bounds (Parcel # 121503000008)

Section 4: All exc. parcel described by metes and bounds (Parcel # 121504000018)

Section 9: All exc. parcel described by metes and bounds (Parcel # 121509000006)

Section 10: NE $\frac{1}{4}$

Section 11: All

Section 12: S $\frac{1}{2}$

Section 13: All

Section 14: E $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ E $\frac{1}{2}$

Section 15: All

Section 17: SE $\frac{1}{4}$

Section 20: E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 21: All

Section 22: NW $\frac{1}{4}$

Section 23: All

Section 24: S $\frac{1}{2}$ NW $\frac{1}{4}$

Section 25: NE $\frac{1}{4}$, Pt. NW $\frac{1}{4}$ (Parcel # 121525000006)

Section 29: All

Section 33: All

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

Section 7: Pt. SE $\frac{1}{4}$ (Parcel # 105107000008)

Section 8: All

Section 9: All

Section 17: All

Section 29: All

Township 4 North, Range 64 West, 6th P.M.

Section 33: All

Section 34: NW $\frac{1}{4}$, SE $\frac{1}{4}$

EXHIBIT A - PART 2

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

Section 32: All

Township 3 North, Range 64 West, 6th P.M.

Section 10: S $\frac{1}{2}$

Section 14: W $\frac{1}{2}$ NW $\frac{1}{4}$

SW $\frac{1}{4}$

W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 16: All

Section 22: E $\frac{1}{2}$

SW $\frac{1}{4}$

Section 28: All

Township 2 North, Range 63 West, 6th P.M.

Section 4: S $\frac{1}{2}$ NW $\frac{1}{4}$

Lot 2

Township 3 North, Range 63 West, 6th P.M.

Section 8: W $\frac{1}{2}$

Section 18: NE $\frac{1}{4}$

NE $\frac{1}{4}$ NW $\frac{1}{4}$

Lot 1

S $\frac{1}{2}$ SE $\frac{1}{4}$

Section 20: All

Section 28: SW $\frac{1}{4}$

Section 30: E $\frac{1}{2}$ E $\frac{1}{2}$

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

Section 16: All

Section 20: All

Township 3 North, Range 64 West, 6th P.M.

Section 12: N $\frac{1}{2}$

EXHIBIT A - PART 3

Township 3 North, Range 64 West, 6th P.M.

Section 27: All
Section 34: All
Section 35: All
Section 26: S½, NW¼

Township 2 North, Range 64 West, 6th P.M.

Section 2: All
Section 3: All
Section 10: All
Section 11: N½

3561757 06/19/2008 01:29P Weld County, CO
1 of 1 R 6.00 D 0.00 Steve Moreno Clerk & Recorder

757

MEMORANDUM OF AGREEMENT

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

This Memorandum is made this 17th day of June, 2008, by Noble Energy, Inc. ("Noble"), 1625 Broadway, Suite 2000, Denver, CO 80202.

On December 31, 1992, Gutterson & Company, a Colorado Limited Partnership, ("Surface Owner"), and Gerrity Oil & Gas Corporation ("Gerrity") entered into a Surface Use Agreement (the "Agreement") providing for the use of the surface of the land described below by Noble (as successor in interest to Gerrity) in connection with certain oil and gas operations and the compensation to Surface Owner for all damages (except as provided in the Agreement) to the surface of the land associated with the drilling, testing, completion, recompletion, reworking, reentry, pumping, operation and maintenance of the wellsite to be located in:

Township 3 North, Range 64 West, 6th P.M.
Section 1: ALL
Weld County, Colorado

This Memorandum of Agreement is executed by Noble and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Surface Use Agreement. A true and complete copy of the Agreement is available from Noble to any person with an interest in the above described land.

NOBLE ENERGY, INC./

By: *P. David Padgett*
P. David Padgett, Manager of Lands

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

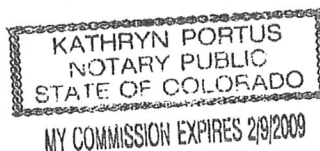
The foregoing instrument was acknowledged before me this 17th day of June, 2008, by P. David Padgett, Manager of Lands of Noble Energy, Inc., a Delaware corporation, on behalf of said corporation.

[SEAL]

My commission expires: _____

Kathryn Portus
Notary Public

Keisha White D 1-7, 8
Woody D 1-9, 10



220

3567220 07/18/2008 12:12P Weld County, CO
1 of 1 R 6.00 D 0.00 Steve Moreno Clerk & Recorder

MEMORANDUM OF AGREEMENT

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

This Memorandum is made this 9th day of July, 2008, by Noble Energy, Inc. ("Noble"), 1625 Broadway, Suite 2000, Denver, CO 80202.

On December 31, 1992, Gutttersen & Company, a Colorado Limited Partnership ("Surface Owner"), and Gerrity Oil & Gas Corporation, the predecessor in interest of Noble Energy Production, Inc., entered into a Surface Use Agreement (the "Agreement") providing for the use of the surface of the land described below by Gerrity Oil & Gas Corporation in connection with certain oil and gas operations and the compensation to Surface Owner for all damages (except as provided in the Agreement) to the surface of the land associated with the drilling, testing, completion, recompletion, reworking, reentry, pumping, operation and maintenance of the wellsite to be located in:

Township 3 North, Range 64 West, 6th P.M.

Section 28: All
And Other Lands
Weld County, Colorado

This Memorandum of Agreement is executed by Noble and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Surface Use Agreement. A true and complete copy of the Agreement is available from Noble to any person with an interest in the above described land.

NOBLE ENERGY, INC.

By: [Signature]
P. David Padgett, Attorney in Fact LAE

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

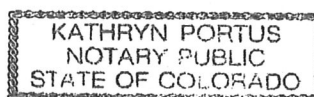
The foregoing instrument was acknowledged before me this 9th day of July, 2008, by P. David Padgett, Attorney in Fact of Noble Energy, Inc., a Delaware corporation, on behalf of said corporation.

[SEAL]

My commission expires: _____

[Signature]
Notary Public

Spike State D 28-19



MY COMMISSION EXPIRES 2/9/2009

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3567221 07/18/2008 12:12P Weld County, CO
1 of 1 R 6.00 D 0.00 Steve Moreno Clerk & Recorder

MEMORANDUM OF AGREEMENT

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

This Memorandum is made this 9th day of July, 2008, by Noble Energy, Inc. ("Noble"), 1625 Broadway, Suite 2000, Denver, CO 80202.

On December 31, 1992, Gutttersen & Company, a Colorado Limited Partnership ("Surface Owner"), and Gerrity Oil & Gas Corporation, the predecessor in interest of Noble Energy Production, Inc., entered into a Surface Use Agreement (the "Agreement") providing for the use of the surface of the land described below by Gerrity Oil & Gas Corporation in connection with certain oil and gas operations and the compensation to Surface Owner for all damages (except as provided in the Agreement) to the surface of the land associated with the drilling, testing, completion, recompletion, reworking, reentry, pumping, operation and maintenance of the wellsite to be located in:

Township 3 North, Range 64 West, 6th P.M.
Section 14: SW/4
And Other Lands
Weld County, Colorado

This Memorandum of Agreement is executed by Noble and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Surface Use Agreement. A true and complete copy of the Agreement is available from Noble to any person with an interest in the above described land.

NOBLE ENERGY, INC.

By: [Signature]
P. David Padgett, Attorney in Fact

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

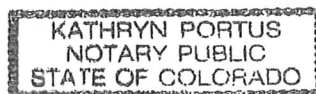
The foregoing instrument was acknowledged before me this 9th day of July, 2008, by P. David Padgett, Attorney in Fact of Noble Energy, Inc., a Delaware corporation, on behalf of said corporation.

[SEAL]

My commission expires: _____

[Signature]
Notary Public

Spike State D 14-13



MY COMMISSION EXPIRES 2/9/2009

3576248 09/04/2008 10:57A Weld County, CO
1 of 1 R 6.00 D 0.00 Steve Moreno Clerk & Recorder

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MEMORANDUM OF AGREEMENT

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

This Memorandum is made this 6th day of August, 2008, by Noble Energy, Inc. ("Noble"), 1625 Broadway, Suite 2000, Denver, CO 80202.

On December 31, 1992, Gutttersen & Company, a Colorado Limited Partnership ("Surface Owner"), and Gerrity Oil & Gas Corporation, the predecessor in interest of Noble Energy, Inc., entered into a Surface Use Agreement (the "Agreement") providing for the use of the surface of the land described below by Gerrity Oil & Gas Corporation in connection with certain oil and gas operations and the compensation to Surface Owner for all damages (except as provided in the Agreement) to the surface of the land associated with the drilling, testing, completion, recompletion, reworking, reentry, pumping, operation and maintenance of the wellsite to be located in:

Township 3 North, Range 64 West, 6th P.M.
Section 14: All
And Other Lands
Weld County, Colorado

This Memorandum of Agreement is executed by Noble and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Surface Use Agreement. A true and complete copy of the Agreement is available from Noble to any person with an interest in the above described land.

NOBLE ENERGY, INC.

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

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6th day of August, 2008, by P. David Padgett, Attorney in Fact of Noble Energy, Inc., a Delaware corporation, on behalf of said corporation.

[SEAL]

My commission expires: _____

Notary Public

Mallory Weindorf

Spike D 14-9 & 16

MALLORY WEINDORF
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 06/10/12

920

3603920 02/06/2009 03:47P Weld County, CO
1 of 1 R 6.00 D 0.00 Steve Moreno Clerk & Recorder

MEMORANDUM OF AGREEMENT

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

This Memorandum is made this 29th day of January, 2009, by Noble Energy, Inc. ("Noble"), 1625 Broadway, Suite 2200, Denver, CO 80202.

On December 31, 1992, Gutttersen & Company ("Surface Owner"), and Gerrity Oil & Gas Corporation ("Gerrity") entered into a Surface Use Agreement (the "Agreement") providing for the use of the surface of the land described below by Gerrity in connection with certain oil and gas operations and the compensation to Surface Owner for all damages (except as provided in the Agreement) to the surface of the land associated with the drilling, testing, completion, recompletion, reworking, reentry, pumping, operation and maintenance of the wellsite to be located in:

Township 4 North, Range 63 West, 6th P.M.
Section 32: All
Weld County, Colorado

This Memorandum of Agreement is executed by Noble, as successor in interest to Gerrity and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Surface Use Agreement. A true and complete copy of the Agreement is available from Noble to any person with an interest in the above described land.

NOBLE ENERGY, INC.

By: [Signature]
P. David Padgett, Attorney-in-Fact BK Sal

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

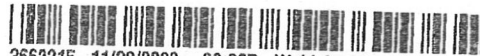
The foregoing instrument was acknowledged before me this 29th day of January, 2009, by P. David Padgett, Attorney-in-Fact of Noble Energy, Inc., a Delaware corporation, on behalf of said corporation.

[SEAL]

My commission expires: 6/10/12

[Signature]
Notary Public

MALLORY WEINDORF
NOTARY PUBLIC
STATE OF COLORADO



3662215 11/30/2009 02:09P Weld County, CO
1 of 1 R 6.00 D 0.00 Steve Moreno Clerk & Recorder

215

MEMORANDUM OF AGREEMENT

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

This Memorandum is made this 23rd day of September, 2009, by Noble Energy, Inc. ("Noble"), successor in interest to Gerrity Oil & Gas Corporation ("Gerrity"), 1625 Broadway, Suite 2200, Denver, CO 80202.

On December 31, 1992, Gutttersen & Company ("Surface Owner"), and Gerrity entered into a Surface Use Agreement (the "Agreement") providing for the use of the surface of the land described below by Noble in connection with certain oil and gas operations and the compensation to Surface Owner for all damages (except as provided in the Agreement) to the surface of the land associated with the drilling, testing, completion, recompletion, reworking, re-entry, pumping, operation and maintenance of the wellsite to be located in:

Township 3 North, Range 64 West, 6th P.M.
Section 15: All, plus other lands
Weld County, Colorado

This Memorandum of Agreement is executed by Noble and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Surface Use Agreement. A true and complete copy of the Agreement is available from Noble to any person with an interest in the above described land.

NOBLE ENERGY, INC.

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

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

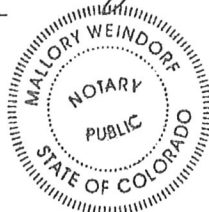
The foregoing instrument was acknowledged before me this 23rd day of September, 2009, by P. David Padgett, Attorney-in-Fact of Noble Energy, Inc., a Delaware corporation, on behalf of said corporation.

[SEAL]

My commission expires: 6/10/2012

Gutttersen D15-17

Mallory Weindorf
Notary Public



959



3655959 05/22/2008 11:06A Weld County, CO
1 of 1 R 6.00 D 0.00 Steve Moreno Clerk & Recorder

MEMORANDUM OF AGREEMENT

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

This Memorandum is made this 20th day of APRIL, 2008, by Noble Energy, Inc. ("Noble"), as successor in interest to Gerrity Oil & Gas Corporation, 1625 Broadway, Suite 2000, Denver, CO 80202.

On December 31, 1992, Gutttersen & Company, a Colorado Limited Partnership, ("Surface Owner"), and Gerrity Oil & Gas Corporation, entered into an Agreement (the "Agreement") providing for the use of the surface of the land described below by Gerrity Oil & Gas Corporation in connection with certain oil and gas operations and the compensation to Surface Owner for all damages (except as provided in the Agreement) to the surface of the land associated with the drilling, testing, completion, recompletion, reworking, reentry, pumping, operation and maintenance of the wellsite to be located in:

Township 3 North, Range 64 West, 6th P.M.
Section 29: W/2 (and other lands)
Weld County, Colorado

This Memorandum of Agreement is executed by Noble and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Agreement. A true and complete copy of the Agreement is available from Noble to any person with an interest in the above described land.

NOBLE ENERGY, INC.

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

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of April, 2008, by P. David Padgett, Attorney in Fact of Noble Energy, Inc., a Delaware corporation, on behalf of said corporation.

[SEAL]

My commission expires: _____

Matthew E. Johnson
Notary Public

Kate Red D 29-5, 11

MATTHEW E. JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 1/31/2010

195



3560195 06/12/2008 01:25P Weld County, CO
1 of 1 R 6.00 D 0.00 Steve Moreno Clerk & Recorder

MEMORANDUM OF AGREEMENT

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

This Memorandum is made this 5th day of June, 2008, by
Noble Energy, Inc. ("Noble"), 1625 Broadway, Suite 2000, Denver, CO 80202.

On December 31, 1992, Gutterson & Company, a Colorado Limited Partnership, ("Surface Owner"), and Gerrity Oil & Gas Corporation, a Delaware Corporation entered into a Surface Use Agreement (the "Agreement") providing for the use of the surface of the land described below in connection with certain oil and gas operations and the compensation to Surface Owner for all damages (except as provided in the Agreement) to the surface of the land associated with the drilling, testing, completion, recompletion, reworking, reentry, pumping, operation and maintenance of the wellsite to be located in:

Township 3 North, Range 64 West, 6th P.M.
Section 9: NE/4NE/4
Weld County, Colorado

This Memorandum of Agreement is executed by Noble Energy, Inc., as successor in interest to Gerrity Oil and Gas Corporation, and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Surface Use Agreement. A true and complete copy of the Agreement is available from Noble to any person with an interest in the above described land.

NOBLE ENERGY, INC.

By: P. David Padgett
P. David Padgett, Manager of Lands LAE

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

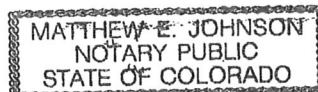
The foregoing instrument was acknowledged before me this 5th day of June, 2008, by P. David Padgett, Manager of Lands of Noble Energy, Inc., a Delaware corporation, on behalf of said corporation.

[SEAL]

My commission expires: 1/31/2010

Matthew E. Johnson
Notary Public

Roadhouse D 9-17



MY COMMISSION EXPIRES 1/31/2010

531

3527631 01/07/2008 12:30P Weld County, CO
 1 of 1 R 6.00 D 0.00 Steve Moreno Clerk & Recorder

MEMORANDUM OF AGREEMENT

STATE OF COLORADO)
) ss.
 COUNTY OF WELD)

This Memorandum is made this 20th day of November, 2007, by Noble Energy, Inc., ("Noble"), successor in interest to Gerrity Oil & Gas Corporation ("Gerrity"), 1625 Broadway, Suite 2000, Denver, CO 80202.

On December 31, 1992, Gutttersen & Company ("Surface Owner") and Gerrity Oil & Gas Corporation entered into a Surface Use Agreement (the "Agreement") providing for the use of the surface of the land described below by Gerrity in connection with certain oil and gas operations and the compensation to Surface Owner for all damages (except as provided in the Agreement) to the surface of the land associated with the drilling, testing, completion, recompletion, reworking, reentry, pumping, operation and maintenance of the wellsite to be located in:

Township 3 North, Range 64 West, 6th P.M.
Section 10: S/2, NE/4
and other lands
Weld County, Colorado

This Memorandum of Agreement is executed by Noble and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Surface Use Agreement. A true and complete copy of the Agreement is available from Noble to any person with an interest in the above described land.

NOBLE ENERGY, INC.

By: P. David Padgett *cm*
 P. David Padgett, Manager of Lands

STATE OF COLORADO)
 CITY AND) ss.
 COUNTY OF DENVER)

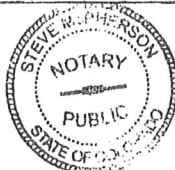
The foregoing instrument was acknowledged before me this 20th day of November, 2007, by P. David Padgett, Manager of Lands for Noble Energy, Inc., a Delaware corporation, on behalf of said corporation.

[SEAL]

My commission expires: _____

Notary Public

Volley State D 10-13



My Commission Expires 6/6/2009

864

3495864 08/08/2007 01:05P Weld County, CO
1 of 1 R 6.00 D 0.00 Steve Moreno Clerk & Recorder

MEMORANDUM OF AGREEMENT

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

This Memorandum is made this 26th day of June, 2007, by Noble Energy Production, Inc., ("Noble"), successor in interest to Gerrity Oil & Gas Corporation ("Gerrity"), 1625 Broadway, Suite 2000, Denver, CO 80202.

On December 31, 1992, Gutttersen & Company ("Surface Owner") and Gerrity Oil & Gas Corporation entered into a Surface Use Agreement (the "Agreement") providing for the use of the surface of the land described below by Gerrity in connection with certain oil and gas operations and the compensation to Surface Owner for all damages (except as provided in the Agreement) to the surface of the land associated with the drilling, testing, completion, recompletion, reworking, reentry, pumping, operation and maintenance of the wellsite to be located in:

Township 3 North, Range 64 West, 6th P.M.
Section 22: E/2, NW/4
and other lands
Weld County, Colorado

This Memorandum of Agreement is executed by Noble and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Surface Use Agreement. A true and complete copy of the Agreement is available from Noble to any person with an interest in the above described land.

NOBLE ENERGY PRODUCTION, INC.

By: P. David Padgett sm
P. David Padgett,
Manager of Lands, DJ Basin

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26th day of June, 2007, by P. David Padgett, Manager of Lands, DJ Basin, for Noble Energy Production, Inc., a Delaware corporation, on behalf of said corporation.

[SEAL]

My commission expires

Sevendust D 22-1



My Commission Expires June 6, 2009

Notary Public

3488337 07/05/2007 03:43P Weld County, CO
1 of 1 R 6.00 D 0.00 Steve Moreno Clerk & Recorder

MEMORANDUM OF AGREEMENT

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

This Memorandum is made this 20th day of June, 2007, by Noble Energy Production, Inc. ("Noble"), 1625 Broadway, Suite 2000, Denver, CO 80202.

On December 31, 1992, Gutttersen & Company ("Surface Owner"), and Gerrity Oil & Gas Corporation ("Gerrity") entered into an Agreement (the "Agreement") providing for the use of the surface of the land described below by Gerrity and its successors in connection with certain oil and gas operations and the compensation to Surface Owner for all damages (except as provided in the Agreement) to the surface of the land associated with the drilling, testing, completion, recompletion, reworking, equipping, operation and maintenance of the wellsite to be located in:

Township 3 North, Range 64 West, 6th P.M.

Section 33: ALL and other lands

Weld County, Colorado

This Memorandum of Agreement is executed by Noble and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Surface Use Agreement. A true and complete copy of the Agreement is available from Noble to any person with an interest in the above described land.

NOBLE ENERGY PRODUCTION, INC.

By: P. David Padgett *rm*

P. David Padgett,
Manager of Lands, DJ Basin

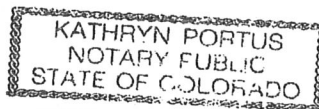
STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of June, 2007, by P. David Padgett, Manager of Lands, DJ Basin, of Noble Energy Production, Inc., a Delaware corporation, on behalf of said corporation.

[SEAL]

My commission expires: _____

Kathryn Portus
Notary Public



MY COMMISSION EXPIRES 2/9/2009

092



3466092 04/03/2007 09:41A Weld County, CO
1 of 1 R 6.00 D 0.00 Steve Moreno Clerk & Recorder

MEMORANDUM OF AGREEMENT

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

This Memorandum is made this 5th day of February, 2007, by Noble Energy Production, Inc., ("Noble"), successor in interest to Gerrity Oil & Gas Corporation ("Gerrity"), 1625 Broadway, Suite 2000, Denver, CO 80202.

On December 31, 1992, Gutttersen & Company ("Surface Owner") and Gerrity Oil & Gas Corporation entered into a Surface Use Agreement (the "Agreement") providing for the use of the surface of the land described below by Gerrity in connection with certain oil and gas operations and the compensation to Surface Owner for all damages (except as provided in the Agreement) to the surface of the land associated with the drilling, testing, completion, recompletion, reworking, reentry, pumping, operation and maintenance of the wellsite to be located in:

Township 4 North, Range 63 West, 6th P.M.
Section 32: All
and other lands
Weld County, Colorado

This Memorandum of Agreement is executed by Noble and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Surface Use Agreement. A true and complete copy of the Agreement is available from Noble to any person with an interest in the above described land.

NOBLE ENERGY PRODUCTION, INC.

By: Charles M. Countryman sm
Charles M. Countryman
Attorney-In-Fact

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

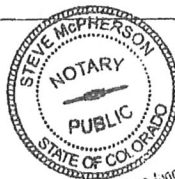
The foregoing instrument was acknowledged before me this 5th day of February 2007, by Charles M. Countryman as Attorney-In-Fact of Noble Energy Production, Inc.

[SEAL]

My commission expires: _____

Steve McPherson
Notary Public

Gutttersen State CC 32-4
Gutttersen State CC 32-6



My Commission Expires June 6, 2009

3486384 08/22/2007 02:51P Weld County, CO
1 of 1 R 6.00 D 0.00 Steve Moreno Clerk & Recorder

MEMORANDUM OF AGREEMENT

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

This Memorandum is made this 24th day of May, 2007, by Noble Energy Production, Inc. ("Noble"), 1625 Broadway, Suite 2000, Denver, CO 80202.

On December 31, 1992, Gutterson & Company ("Surface Owner"), and Gerrity Oil & Gas Corporation ("Gerrity") entered into an Agreement (the "Agreement") providing for the use of the surface of the land described below by Gerrity and its successors in connection with certain oil and gas operations and the compensation to Surface Owner for all damages (except as provided in the Agreement) to the surface of the land associated with the drilling, testing, completion, recompletion, reworking, equipping, operation and maintenance of the wellsite to be located in:

Township 3 North, Range 64 West, 6th P.M.
Section 16: ALL and other lands
Weld County, Colorado

This Memorandum of Agreement is executed by Noble and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Surface Use Agreement. A true and complete copy of the Agreement is available from Noble to any person with an interest in the above described land.

NOBLE ENERGY PRODUCTION, INC.

By: *P. David Padgett*
P. David Padgett,
Manager of Lands, DJ Basin

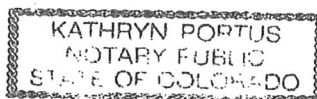
STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of May, 2007, by P. David Padgett, Manager of Lands, DJ Basin, of Noble Energy Production, Inc., a Delaware corporation, on behalf of said corporation.

[SEAL]

My commission expires: _____

Kathryn Portus
Notary Public



MY COMMISSION EXPIRES 2/9/2009

047

3466047 04/02/2007 04:22P Weld County, CO
1 of 1 R 6.00 D 0.00 Steve Moreno Clerk & Recorder

MEMORANDUM OF AGREEMENT

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

This Memorandum is made this 22nd day of February, 2007, by Noble Energy Production, Inc., ("Noble"), successor in interest to Gerrity Oil & Gas Corporation ("Gerrity"), 1625 Broadway, Suite 2000, Denver, CO 80202.

On December 31, 1992, Gutterson & Company ("Surface Owner") and Gerrity Oil & Gas Corporation entered into a Surface Use Agreement (the "Agreement") providing for the use of the surface of the land described below by Gerrity in connection with certain oil and gas operations and the compensation to Surface Owner for all damages (except as provided in the Agreement) to the surface of the land associated with the drilling, testing, completion, recompletion, reworking, reentry, pumping, operation and maintenance of the wellsite to be located in:

Township 3 North, Range 64 West, 6th P.M.
Section 2: S½
and other lands
Weld County, Colorado

This Memorandum of Agreement is executed by Noble and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Surface Use Agreement. A true and complete copy of the Agreement is available from Noble to any person with an interest in the above described land.

NOBLE ENERGY PRODUCTION, INC.

By: Charles M. Countryman EK
Charles M. Countryman
Attorney-In-Fact

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

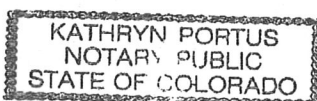
The foregoing instrument was acknowledged before me this 22nd day of February 2007, by Charles M. Countryman as Attorney-In-Fact of Noble Energy Production, Inc.

[SEAL]

My commission expires: _____

Kathryn Portus
Notary Public

Tania D 2-23



MY COMMISSION EXPIRES 2/19/2009

121

3718121 09/13/2010 04:26P Weld County, CO
1 of 4 R 26.00 D 0.00 Steve Moreno Clerk & Recorder

MEMORANDUM OF AGREEMENT

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

This Memorandum is made this 24th day of August 2010, by Noble Energy, Inc. ("Noble"), 1625 Broadway, Suite 2200, Denver, CO 80202.

On December 31, 1992, Gutttersen & Company, a Colorado Limited Partnership, ("Surface Owner") and Gerrity Oil & Gas Corporation ("Gerrity"), entered into a Surface Use Agreement (the "Agreement") providing for the use of the surface of the land described below by Gerrity in connection with certain oil and gas operations and the compensation to Surface Owner for all damages (except as provided in the Agreement) to the surface of the land associated with the drilling, testing, completion, recompletion, reworking, reentry, pumping, operation and maintenance of the wellsites to be located in:

See attached

Exhibit "A" – Part 1
Exhibit "A" – Part 2
Exhibit "A" – Part 3

This Memorandum of Agreement is executed by Noble, as successor in interest to Gerrity, and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Surface Use Agreement. A true and complete copy of the Agreement is available from Noble to any person with an interest in the above-described land.

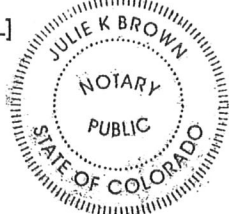
NOBLE ENERGY, INC.

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

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of August 2010, by P. David Padgett, Attorney-in-Fact for Noble Energy, Inc., a Delaware corporation, on behalf of said corporation

[SEAL]



Julie K Brown
Notary Public

My commission expires: 04/30/2013



3718121 09/13/2010 04:26P Weld County, CO
2 of 4 R 26.00 D 0.00 Steve Moreno Clerk & Recorder

12-31-92

EXHIBIT A - PART I

Surface Check

Basis of Title: Weld County Assessor's Records

Guttersen & Company
P.O. Box 528
Kersey, CO 80644

Township 2 North, Range 63 West, 6th P.M.

Section 4: Part SW $\frac{1}{4}$ (Parcel #130304000003)
Section 5: All
Section 8: All

Township 2 North, Range 64 West, 6th P.M.

Section 4: N $\frac{1}{2}$, SE $\frac{1}{4}$

Township 3 North, Range 63 West, 6th P.M.

Section 5: All
Section 6: S $\frac{1}{2}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 7: All
Section 8: E $\frac{1}{2}$
Section 17: All
Section 18: SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$
Section 19: All
Section 28: NW $\frac{1}{4}$
Section 29: All
Section 30: W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$
Section 32: All
Section 33: W $\frac{1}{2}$

Township 3 North, Range 64 West, 6th P.M.

Section 1: All
Section 2: S $\frac{1}{2}$
Section 3: All exc. parcel described by metes and bounds (Parcel # 121503000008)
Section 4: All exc. parcel described by metes and bounds (Parcel # 121504000018)
Section 9: All exc. parcel described by metes and bounds (Parcel # 121509000006)
Section 10: NE $\frac{1}{4}$
Section 11: All
Section 12: S $\frac{1}{2}$
Section 13: All
Section 14: E $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$
Section 15: All
Section 17: SE $\frac{1}{4}$
Section 20: E $\frac{1}{2}$ SW $\frac{1}{4}$
Section 21: All
Section 22: NW $\frac{1}{4}$
Section 23: All
Section 24: S $\frac{1}{2}$ NW $\frac{1}{4}$
Section 25: NE $\frac{1}{4}$, Pt. NW $\frac{1}{4}$ (Parcel # 121525000006)
Section 29: All
Section 33: All

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

Section 7: Pt. SE $\frac{1}{4}$ (Parcel # 105107000008)
Section 8: All
Section 9: All
Section 17: All
Section 29: All

Township 4 North, Range 64 West, 6th P.M.

Section 33: All
Section 34: NW $\frac{1}{4}$, SE $\frac{1}{4}$



3718121 09/13/2010 04:26P Weld County, CO
3 of 4 R 26.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT A - PART 2

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

Section 32: All

Township 3 North, Range 64 West, 6th P.M.

Section 10: S $\frac{1}{2}$

Section 14: W $\frac{1}{2}$ NW $\frac{1}{4}$

SW $\frac{1}{4}$

W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 16: All

Section 22: E $\frac{1}{2}$

SW $\frac{1}{4}$

Section 28: All

Township 2 North, Range 63 West, 6th P.M.

Section 4: S $\frac{1}{2}$ NW $\frac{1}{4}$

Lot 2

Township 3 North, Range 63 West, 6th P.M.

Section 8: W $\frac{1}{2}$

Section 18: NE $\frac{1}{4}$

NE $\frac{1}{4}$ NW $\frac{1}{4}$

Lot 1

S $\frac{1}{2}$ SE $\frac{1}{4}$

Section 20: All

Section 28: SW $\frac{1}{4}$

Section 30: E $\frac{1}{2}$ E $\frac{1}{2}$

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

Section 16: All

Section 20: All

Township 3 North, Range 64 West, 6th P.M.

Section 12: N $\frac{1}{2}$

EXHIBIT A - PART 3

Township 3 North, Range 64 West, 6th P.M.

Section 27: All

Section 34: All

Section 35: All

Section 26: S $\frac{1}{2}$, NW $\frac{1}{4}$

Township 2 North, Range 64 West, 6th P.M.

Section 2: All

Section 3: All

Section 10: All

Section 11: N $\frac{1}{2}$

AGREEMENT

THIS AGREEMENT ("Agreement"), entered into this 14 day of ^{March} ~~January~~, 2010, effective, however, for all purposes as of March 2, 2006, by and between GUTTERSEN RANCHES, LLC ("Guttersen"), whose address is PO Box 528, Kersey, Colorado 80644 and NOBLE ENERGY, INC. ("Noble"), 1625 Broadway, Suite 2200, Denver, Colorado 80202;

RECITALS:

- A. Guttersen & Company, LP (Guttersen's predecessor in interest) and Gerrity Oil & Gas Corporation (Noble's predecessor in interest) entered into a Surface Use Agreement on December 31, 1992, effective June 1, 1992, which covered lands more fully described in Exhibit A attached hereto and made a part hereof.
- B. The Colorado Oil and Gas Conservation Commission ("COGCC") subsequently enacted Rule 318A.e., effective March 2, 2006, which increased the number of wells permitted within a governmental quarter section upon and including the lands described in Exhibit A of the Greater Wattenberg Area ("GWA") by allowing operators three additional bottomhole locations to be located on the surface within GWA drilling windows and, if applicable, within fifty feet of an existing well.
- C. The Surface Use Agreement entered into between Guttersen and Gerrity did not contemplate the additional wells described in COGCC Rule 318A.e.
- D. Prior to April 1, 2009, Noble desired to enter into negotiations with surface owners that would enable Noble to drill the additional wells described in COGCC Rule 318A.e. at locations outside of the GWA drilling windows by offering certain payments described below.
- E. Exhibit B, which is attached hereto and made a part hereof, represents the wells proposed by Noble and accepted by Guttersen for drilling as described in Paragraph D and pursuant to the payments described below.

NOW, THEREFORE, in consideration of ten dollars and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Guttersen and Noble agree as follows:

1. Payment to Guttersen.

a. For any well proposed prior to April 1, 2009, Noble hereby agrees to pay Guttersen ~~Twenty-Five Thousand Dollars (\$25,000)~~ for each vertical well drilled by or for Noble on Guttersen Ranch that qualifies as a GWA infill well pursuant to Colorado Oil and Gas Conservation Commission Rule 318A(e), effective March 2, 2006. The payment

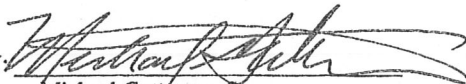

for locating the Infill Well at a surface location at which Noble's preferred bottom hole location can be reached by utilizing vertical drilling techniques. Said Payment represents full and complete settlement and satisfaction for Gutteresen granting all waivers and consents necessary to obtain a permit to drill an Infill Well as required by the COGCC or any local jurisdiction. The Payment shall also include compensation to Gutteresen for all damages on the Lands in which Gutteresen owns the entire surface estate, together with any lands used for road purposes, production facilities, pipelines, flowlines or other necessary facilities in connection with a Wellsite.

b. Owner grants any necessary property line waivers required under COGCC Rule 603 and grants waivers as to any other state or local setback requirements or other requirements or regulations that are or become inconsistent with this Agreement. Additionally, Owner grants waivers or consents to any requirement or regulation that may prohibit or interfere with obtaining any necessary permits to drill an Infill Well. Gutteresen also agrees that it will not object in any forum to the use by Noble of the surface of the Property consistent with this Agreement and that it will also provide Noble with whatever support in writing they may reasonably required to obtain permits from the COGCC or any local jurisdiction

c. Surface use and damages for wells on the Gutteresen Ranch other than those wells specifically identified on Exhibit "B" shall be excluded from this Agreement and shall, instead, be covered by other agreement(s) between the parties.

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

GUTTERSEN RANCHES, LLC

BY:  
Michael Gutteresen, Sr.

NOBLE ENERGY, INC.

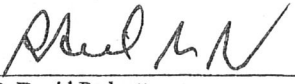

BY: 
P. David Padgett
Attorney-In-Fact 

EXHIBIT B

	<u>WELL NAME</u>	<u>LEGAL DESCRIPTION</u>
1	GUTTERSEN D04-32	SWNW 4-3N-64W
2	GUTTERSEN D15-18	NWNE 15-3N-64W
3	GUTTERSEN D15-20	SWNW 15-3N-64W
4	GUTTERSEN D15-21	NWSE 15-3N-64W
5	GUTTERSEN STATE D15-27	SWSE 10-3N-64W
6	GUTTERSEN D15-28	NWNE 15-3N-64W
7	GUTTERSEN D15-29	NENW 15-3N-64W
8	GUTTERSEN D15-30	NWNW 15-3N-64W
9	GUTTERSEN STATE D15-31	NENE 16-3N-64W
10	GUTTERSEN STATE D15-32	NESE 16-3N-64W
11	GUTTERSEN STATE D15-33	SESE 16-3N-64W
12	GUTTERSEN STATE CC20-18	SENW 20-4N-63W
13	GUTTERSEN STATE CC20-21	NESW 20-4N-63W
14	GUTTERSEN STATE CC20-24	SESW 20-4N-63W
15	GUTTERSEN D10-20	NESW 10-3N-64W
16	SPIKE ART D10-33	SWSW 10-3N-64W
17	SPIKE ART D10-32	NWSW 10-3N-64W
18	ABBEY D01-27	NWNE 1-3N-64W
19	ABBEY D01-28	NWNE 1-3N-64W
20	ABBEY D01-29	NWNW 1-3N-64W
21	ABBEY D01-32	SWNW 1-3N-64W
22	GUTTERSEN D12-20	NWSW 12-3N-64W
23	GUTTERSEN STATE D12-21	SENW 12-3N-64W
24	GUTTERSEN D12-24	NESW 12-3N-64W
25	GUTTERSEN D29-20	NESW 29-3N-64W
26	GUTTERSEN D29-24	SESW 29-3N-64W
27	LINDSAY C33-20	NESW 33-4N-64W
28	LINDSAY C33-21	NWSE 33-4N-64W
29	LINDSAY C33-22	NWSE 33-4N-64W
30	LINDSAY C33-24	SESW 33-4N-64W
31	GUTTERSEN D02-20	NESW 2-3N-64W
32	GUTTERSEN D03-27	SWSE 34-4N-64W
33	GUTTERSEN D4-18	SENW 4-3N-64W
34	GUTTERSEN D4-21	NWSE 4-3N-64W
35	ABBEY D1-18	SENW 1-3N-64W
36	GUTTERSEN D9-21	NWSE 9-3N-64W
37	GUTTERSEN D9-22	NWSE 9-3N-64W
38	GUTTERSEN D9-24	NWSE 9-3N-64W
39	GUTTERSEN STATE D10-24	NESW 10-3N-64W
40	GUTTERSEN D10-29	SESW 3-3N-64W

41	GUTTERSEN STATE D14-24	SESW 14-3N-64W
42	GUTTERSEN STATE D14-33	NWSW 14-3N-64W
43	GUTTERSEN D15-22	NESE 15-3N-64W
44	GUTTERSEN D15-24	SESW 15-3N-64W
45	GUTTERSEN STATE D16-20	NESW 16-3N-64W
46	GUTTERSEN STATE D16-24	NESW 16-3N-64W
47	GUTTERSEN STATE D16-31	NWNW 16-3N-64W
48	GUTTERSEN STATE D28-20	SENW 28-3N-64W

MEMORANDUM OF AGREEMENT

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

This Memorandum is made this 26th day of August 2010, by Noble Energy, Inc. ("Noble"), 1625 Broadway, Suite 2200, Denver, CO 80202.

On March 4, 2010, Gutttersen Ranches, LLC, and Noble Energy, Inc. ("Noble"), entered into a Surface Use Agreement (the "Agreement") providing for the use of the surface of the land described below by Noble in connection with certain oil and gas operations and the compensation to Surface Owner for all damages (except as provided in the Agreement) to the surface of the land associated with the drilling, testing, completion, recompletion, reworking, reentry, pumping, operation and maintenance of the wellsites to be located in:

See Attached Exhibit "A"

This Memorandum of Agreement is executed by Noble and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Surface Use Agreement. A true and complete copy of the Agreement is available from Noble to any person with an interest in the described lands on Exhibit "A".

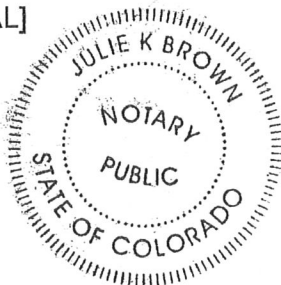
NOBLE ENERGY, INC.

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

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26th day of August 2010, by P. David Padgett, Attorney-in-Fact for Noble Energy, Inc., a Delaware corporation, on behalf of said corporation

[SEAL]



Julie K Brown
Notary Public
My commission expires: 04/30/2013

3-4-2010

3718122 09/13/2010 04:26P Weld County, CO
2 of 3 R 21.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT A

Lands owned by Gutttersen Ranches, LLC

Township 2 North, Range 63 West, 6th P.M.

Section 4: Part SW $\frac{1}{4}$ (Parcel #130304000003)
S $\frac{1}{2}$ NW $\frac{1}{4}$, Lot 2
Section 5: All
Section 6: All
Section 7: All
Section 8: All
Section 18: W $\frac{1}{2}$ NW $\frac{1}{4}$ and part SW $\frac{1}{4}$ (Parcel #130318000001)
E $\frac{1}{2}$ NW $\frac{1}{4}$, part SW $\frac{1}{4}$ and part NE $\frac{1}{4}$ (Parcel #130318000012)

Township 2 North, Range 64 West, 6th P.M.

Section 1: All
Section 4: N $\frac{1}{2}$, SE $\frac{1}{4}$
Section 12: All

Township 3 North, Range 63 West, 6th P.M.

Section 5: All
Section 6: All
Section 7: All
Section 8: All
Section 17: All
Section 18: All
Section 19: All
Section 20: All
Section 28: W $\frac{1}{2}$
Section 29: All
Section 30: All except SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 31: All
Section 32: All
Section 33: W $\frac{1}{2}$

Township 3 North, Range 64 West, 6th P.M.

Section 1: All
Section 2: S $\frac{1}{2}$
Section 3: E $\frac{1}{2}$
SW $\frac{1}{4}$ exc. parcel described by metes and bounds (Parcel #121503200004)
Part NW $\frac{1}{4}$ described by metes and bounds (Parcel #121503000008)
Section 4: All exc. parcels described by metes and bounds (Parcel #121504300021,
Parcel #121504000011, Parcel #121504000019, Parcel #121504200001,
Parcel #121504300007, Parcel #121504300022, Parcel #121504300020,
Parcel #121504300003)
Section 9: Part NE $\frac{1}{4}$, part SW $\frac{1}{4}$ and SE $\frac{1}{4}$ described by metes and bounds



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3 of 3 R 21.00 D 0.00 Steve Moreno Clerk & Recorder

(Parcel #121509000006)
Section 10: All
Section 11: All
Section 12: All
Section 13: All
Section 14: All
Section 15: All
Section 16: All
Section 17: Part SE $\frac{1}{4}$ described by metes and bounds (Parcel #121517000025)
Section 20: Part NE $\frac{1}{4}$, Part SW $\frac{1}{4}$ and SE $\frac{1}{4}$ described by metes and bounds
(Parcel #121520000014)
Section 21: All
Section 22: All
Section 23: All
Section 24: W $\frac{1}{2}$, SE $\frac{1}{4}$
Section 25: NE $\frac{1}{4}$ and part NW $\frac{1}{4}$ (Parcel #121525000006)
Section 28: All
Section 29: All
Section 33: All

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

Section 7: Part SE $\frac{1}{4}$ (Parcel #105107000008)
Section 8: All
Section 9: All except two parcels describe by metes and bounds
(Parcel #105109000017 and Parcel #105109000003)
Section 16: All
Section 17: All
Section 20: All
Section 29: All
Section 32: All

Township 4 North, Range 64 West, 6th P.M.

Section 33: S $\frac{1}{2}$
Section 34: NW $\frac{1}{4}$, SE $\frac{1}{4}$