

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 25th day of October, 2011, is made by and between the undersigned, Butterball, LLC, whose address is 150 Main Street, Longmont, Colorado 80501, herein called "Owner", and Noble Energy, Inc., 1625 Broadway, Suite 2200, Denver, Colorado 80202, herein called "Noble";

WHEREAS, Owner represents that they are the surface owners and in possession of an interest in part or all of the surface estate for the following described lands in Weld County, Colorado, said land herein called "Lands", to wit;

Township 3 North, Range 65 West, 6th P.M.
Section 32: NE/4NW/4
MCGUCKIN H32-28D

WHEREAS, Owner recognizes that Noble has the right to conduct operations on the Lands pursuant to Oil & Gas Lease(s) covering the Lands and Owner and Noble desire to minimize any surface damage to the Lands and to reach an agreement regarding such surface damage;

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

1. Payment to Owner. Prior to commencement of drilling operations on the Lands, Noble shall pay Owner the following sum as full settlement and satisfaction of all damages growing out of, incident to, or in connection with the usual and customary exploration, drilling, stimulation, completion, re-stimulation, re-completion, deepening, reworking, equipping, production, maintenance, plugging and abandoning operations for the well(s) together with the installation, operation and maintenance of the associated flowline(s), access roads and production facilities, unless otherwise specifically provided herein:

A. for the proposed MCGUCKIN H32-28D wellsite located on the Lands (and a like amount for any subsequent wellsites to be located on the Lands) in which Owner owns the entire surface estate, together with any lands used for road purposes, production facilities, pipelines, flowlines or other necessary facilities in connection with the wellsites.

B. Noble agrees to hold Owner harmless from any claims, which may arise as a result of Lessee's operations on the Lands. Noble shall indemnify and hold Owner harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Noble's operations on the Lands including, but not limited to, environmental issues, erosion, sedimentation, surface damage, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, strict liability, or statutory liability. Noble further covenants and agrees to defend any suits brought against Owner on any claims, and to pay any judgment against Owner resulting from any suit or suits, together with all costs and expenses relating to any claims, including reasonable attorney's fees, arising from Noble's operations on the Lands.

Owner, if it so elects, shall have the right to participate in its defense in any suit or suits in which it may be a party, inclusive of using separate counsel due to any conflicts that may arise, without relieving Noble of the obligation to defend Owner. Owner shall have the right to employ separate counsel in any action, suit or proceeding if, in accord with applicable codes or rules of attorney conduct, there would be an unwaivable or unwaived conflict of interest between Noble and Owner so that they cannot be represented by the same counsel and, under such circumstances, the fees and expenses of such separate counsel shall be paid solely by Noble.

C. Except as prescribed in this Agreement, Noble's operations on the Lands shall be in accord with usual and customary prudent operations including, but not limited to, the drilling of a well or wells and the laying and installation of pipelines as would be reasonably necessary for the proper development and marketing of production therefrom. Noble's operations on the Lands shall be in accordance with the applicable statutes, standards and regulations set forth by the State of Colorado and Noble will at all times during the term of this Agreement comply with and will not violate any applicable Federal, State, County or local statutes, laws, regulations, rules, ordinances, codes, licensing, permits, and/or permits or orders of any governmental authorities relating to environmental matters, and any amendments or extensions thereof, including, without limitation (1) the Clean Air Act; (2) The Federal Water Pollution Control Act of 1972; (3) the Resource Conservation and Recovery Act of 1976; (4) The Comprehensive Environmental Response, Compensation and Liability Act of 1980; (5) The Toxic Substances Control Act; (6) all state, regional, county, municipal, and other local laws, statutes, regulations, guidelines, ordinances, rules or orders that regulate or purport to regulate environmental matters; and (7) all other applicable environmental requirements, as they apply, with respect to its operations under the terms of this Agreement.

D. If, by reasons directly resulting from the operations of Noble, there is damage to real or personal property upon the Lands which is not in accord with usual and customary prudent operations, including, but not limited to, damage to livestock, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural water ways, such damage will be repaired or replaced by Noble, or Noble will pay reasonable compensation to Owner for such additional actual damage or an amount equal to the reasonable costs to repair such actual damages.

E. Owner agrees to notify any surface tenant that may be affected by Noble's operations on the Lands and Owner may allocate the payments made hereunder with such surface tenant as they shall mutually determine between themselves and Noble shall have no liability therefore.

2. Noble Obligations. In conducting operations on the Lands, Noble shall:

A. Locate, construct and install the wellsites, access road, flowlines, and production facilities, including, but not limited to, pumping units, production tanks, water pits, heater/treaters, separators and emission control units as depicted on Exhibit "A" attached hereto and by this reference made a part of this Agreement;

B. Limit the size of each wellsite to approximately 350 feet by 400 feet during any drilling, completion, recompletion or workover operations and shall be no more than 1/4 acre in size during other periods. The area required for any tank battery location associated with each well shall be limited to approximately one-half acre in size upon completion of construction. Access roads shall be limited to approximately 30 feet in width during drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations. The permanent access roads to the wellheads and tank battery location shall be limited to 15 feet in width.

C. Separate the topsoil at the time of excavation of pits in accordance with Rule 1002.b.(2) of the rules and regulations of the Colorado Oil & Gas Conservation Commission ("COGCC") so that the topsoil and subsurface soil can be placed back in proper order as nearly as practicable.

D. Make every reasonable effort to ensure that (a) all surface areas used in connection with Noble's operations pursuant to this Agreement shall be in a manner that will minimize any related soil erosion when the drilling operations are completed; (b) after a producing well is completed, that part of the wellsite not used as producing well location shall be restored to as nearly the same original condition and contours as reasonably possible; (c) abandoned or non-producing wells are properly and effectively plugged and abandoned in accord with applicable statutes and regulations and the wellsites for abandoned or non-producing wells, including the tank battery locations and roadways, are restored, as close as practicable, to the same conditions they were in prior to establishment of the wellsite; (d) stone or other materials placed on the Lands for roadways, wellsite sites or tank battery locations sites is removed if requested by Owner; (e) any fences removed by Noble during its operations on the Lands are replaced; (f) gates are installed on all access roads upon request by Owner; (g) fences are installed around all producing wells, tank batteries, pits, separators, drip stations, pump engines, and other equipment, with fencing capable of turning sheep, goats, and cattle; (h) the fences are kept in good repair; (i) all gates and fences are kept closed at all times, or in lieu of gates, cattle guards are installed; and (m) Owner is provided with a key to any such gate or fence.

E. Perform all reclamation in accordance with the rules and regulations of the COGCC, unless a variance is granted by the COGCC upon the request of Owner. Weather permitting, reclamation operations shall be completed within six months following drilling and subsequent related operations, unless Noble and Owner mutually agree to postponement because of crop or other considerations.

F. Use reasonable efforts to keep the wells, Lands, and production facilities free of weeds, debris and erosion;

G. Double ditch all roadways constructed or maintained in connection with Noble's operations on the Lands.

H. Bury pipelines from and to wells on the Lands to a minimum depth of three (3) feet, or a depth which will not violate any applicable Federal, State, County or local statutes, laws, regulations, rules, ordinances, or codes, whichever is greater.

I. Reseed wellsites and other disturbed surface areas in compliance with COGCC Rule 1003.c.(2), Revegetation of Non- Crop Lands.

3. Advance Notice. Owner hereby acknowledges receipt of Noble's Advance Notice of Drilling and that this notice complies with, or hereby waives, all COGCC requirements that it be given advance notice by Noble of the proposed operations. Owner acknowledges receiving from Noble a brochure prepared by the COGCC which describes the rights and responsibilities of Owner as surface owner.

4. Good Faith Consultation. Owner acknowledges and agrees that Noble has consulted in good faith with Owner as to its proposed operations, in accordance with COGCC requirements, or hereby waives such requirements.

A. Noble will provide Owner with the COGCC Form 2A for the well(s) when submitted to the COGCC, and Noble undertakes to ensure that said Form 2A accurately reflects the provisions of this Agreement, including the specified surface locations of facilities shown on Exhibit A.

B. Owner agrees not to object to said Form 2A, so long as it is consistent with this Agreement, and hereby agrees to not comment on said Form 2A, to not request an extension of the comment period, to not request an onsite inspection and further agrees to not appeal the approval and issuance of the Form 2A and the related Form 2.

5. Successors and Assigns. When Noble is used in this Agreement, it shall also mean the successors and assigns of Noble, as well as its employees and officers, agents, affiliates, contractors, subcontractors and/or purchasers. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Owner and Noble and may be executed in counterparts.

6. Confidentiality. Owner agrees to keep the amount of consideration paid hereunder by Noble confidential and shall not disclose such information without the advance written consent from Noble. Owner further agrees to include language in any annexation, subdivision plat, planned unit development or other land use designation for which Owner may apply to put successors or assigns on notice that the property is subject to this Agreement. Noble may record a memorandum evidencing the existence of this Agreement, but in all other respects its terms and conditions shall be held confidential by the parties.

7. 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.

8. Written Modifications/Notices. This Agreement may only be amended in writing signed by both parties. All notices to either party shall be in writing addressed to the parties at the address first set forth above.

9. Effective Date and Term. This Agreement shall become effective when it is fully executed and shall remain in full force and effect until Noble's leasehold estate expires or is terminated, and Noble has plugged and abandoned the well(s) and conducted reclamation in accordance with this Agreement and applicable COGCC rules and regulations, except that any

release, discharge or indemnity from and against liability contained herein shall survive the expiration of this Agreement.

10. Indemnity. Owner, its employees, agents and contractors agree to indemnify and hold harmless Noble, its successors and assigns, against any and all losses, claims, damages or liabilities, joint or several, to which Noble may become subject, insofar as such losses, claims, damages or liabilities arise out of or are based upon Owner's breach of any duties and obligations under the terms or provisions of this Agreement, including but not limited to injuries or death to people and damage to property claims arising out of the Owner's activities on the Lands and Owner shall reimburse Noble for any legal or other expenses reasonably incurred in connection with investigating or defending such loss, claim, damage, liability or action.

AGREED TO AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

OWNER: BUTTERBALL, LLC

By: Rod K. B.
Rod Brenneman

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NOBLE ENERGY, INC.

By: [Signature]
Joseph H. Lorenzo, Attorney-In-Fact

Exhibit "A"

Attached to and by reference made a part of that certain Surface Use Agreement dated 25th October, 2011, by and between Butterball, LLC., as "Owner" and Noble Energy, Inc. as "Noble" covering the following lands:

Township 3 North, Range 65 West, 6th P.M.
Section 32: NE/4NW/4
Weld County, Colorado



- Road Access 
- Flowline 
- Tank Battery 