

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 6 day of February, 2012, is made by and between the undersigned, SLW Ranch Company, whose address is 822 7th Street, Suite 760, Greeley, Colorado 80631, 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 5 North, Range 63 West, 6th P.M.
Section 18: S/2NW/4, N/2S/2;

covering the following named wells:

SLW STATE BB18-65HN,
SLW STATE BB18-67HN; and
VINCE STATE BB13-63HN

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, including without limitation, as all of the foregoing may be related to directional, horizontal or lateral wellbores unless otherwise specifically provided herein:

A. Twenty-Five Thousand Dollars (\$25,000.00) for:

i. Each proposed wellsite 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 wellsite;

ii. A permanent subsurface easement for passage of any portion of the wellbore, whether producing or non-producing, including the right to occupy and use the subsurface and the subsurface pore space displaced by the wellbore and all structures appurtenant thereto;

iii. Utility easements from third parties which may be necessary for the operation of an electric motor on a jack pump.

B. If, by reasons directly resulting from the operations of Noble, there is damage to real or personal property upon the Lands which is not associated with usual and customary 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.

C. 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.

D. Noble shall pay \$1,000.00 per acre proportionately reduced for subsequent operations which could include deepening, refracing, recompletion or reworking. Both parties shall reasonably and fairly settle upon actual damages in the event actual damages exceed this compensation rate.

2. Consultation. Prior to heavy equipment operations on each wellsite, Noble's representative will meet and consult with Owner (or Owner's representative) as to the location of the wellsite, access road, flowlines, tank batteries and other associated production facilities.

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

A. Locate the wellsite, access road, flowlines, tank batteries and other associated production facilities 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 six (6) acres during any drilling, completion, recompletion or workover operations and shall be no more than one-half acre in size per well 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

per well upon completion of construction. Access roads shall be limited to approximately thirty (30) feet in width during drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations. The permanent access roads to the wellhead and tank battery location shall be limited to fifteen (15) feet in width.

C. Separate the topsoil at the time of excavation of pits so that the topsoil and subsurface soil can be placed back in proper order as nearly as possible.

D. Reclaim the wellsite, roads and all disturbed soils as nearly as practicable to its original condition and if the location is in pasture, revegetate the locations with native grasses. 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.

E. Use reasonable efforts to keep the well, Lands, and production facilities free of weeds and debris.

F. For each wellsite, Owner shall have the option to either have Noble reseed the affected area at Noble sole cost, risk and expense, or reseed the affected area itself and receive payment from Noble in the amount of One Thousand Dollars (\$1,000.00) per site upon notice of such reseeded by Surface Owner. Such payment will constitute Surface Owner's acceptance of responsibility for compliance with COGCC Rule 1003.e.(2), Revegetation of Non-Crop Lands, insofar as any perennial forage crops that were present before disturbance shall be re-established.

4. Waiver of Thirty Day Notice. Owner hereby waives the minimum thirty-day written notice requirement described in the Notice Letter provided by Noble to Owner when it initially gave notice of its intent to drill on the Lands.

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. Such advance written consent is provided by the execution of this agreement by Noble. Noble may record a memorandum evidencing the existence of this Agreement.

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.

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

OWNER: SLW RANCH COMPANY

By:  _____ *SLW*
Stow L. Witwer, President

NOBLE ENERGY, INC.

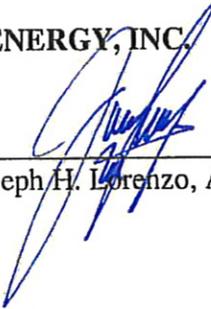
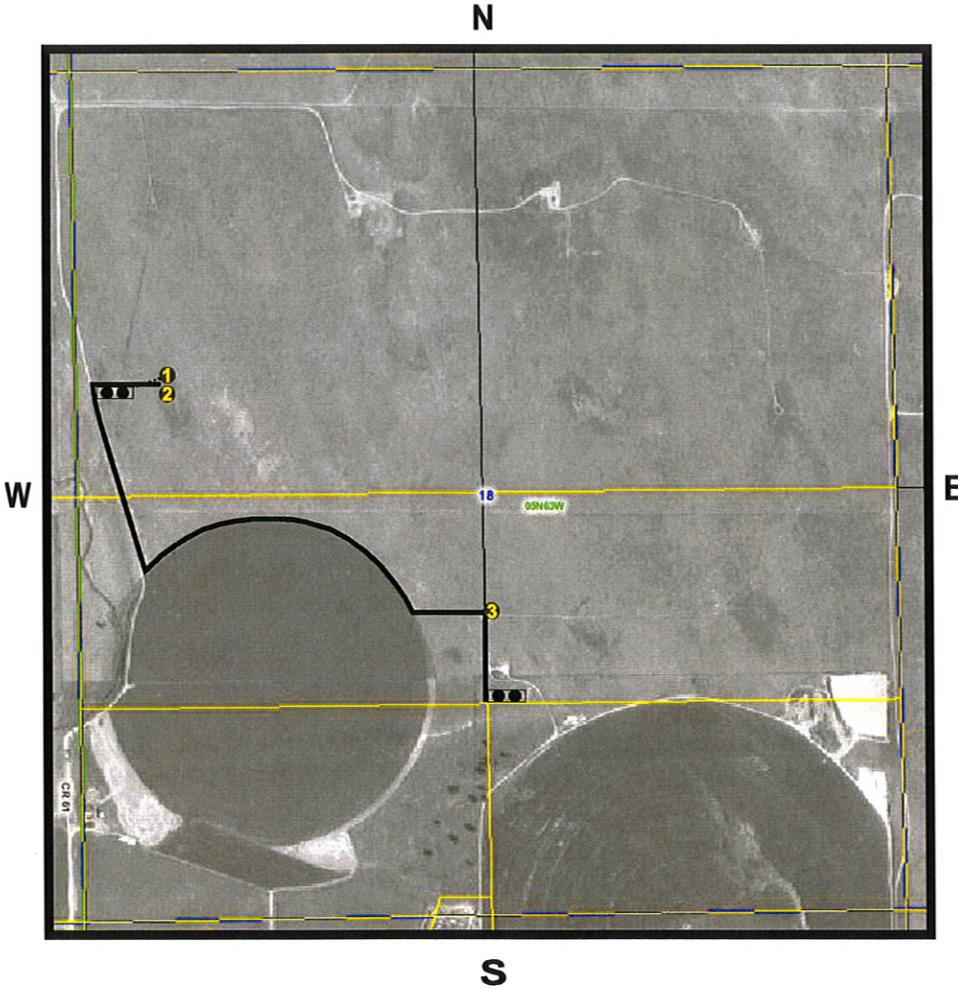
By:  _____ *JHL*
Joseph H. Lorenzo, Attorney-In-Fact

Exhibit "A"

Attached to and by reference made a part of that certain Surface Use Agreement dated _____
February 6, 2012, by and between SLW Ranch Company as "Owner", and Noble Energy, Inc. as
"Noble" covering the following lands:

Township 5 North, Range 63 West, 6th P.M.
Section 18: S/2NW/4, N2/S/2
Weld County, Colorado



1. SLW STATE PC BB18-67HN
2. SLW STATE PC BB18-65HN
3. VINCE STATE B13-63HN

Road Access 
Flowlines 
Tank Battery 