

## AGREEMENT

THIS AGREEMENT ("Agreement"), entered into this 4 day of <sup>March</sup> ~~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 \_\_\_\_\_ 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

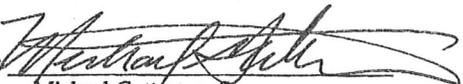
for locating the Infill Well at a surface location at which Noble's preferred bottom hole location can be reached by utilizing vertical drilling techniques. Said Payment represents full and complete settlement and satisfaction for Gutteresen granting all waivers and consents necessary to obtain a permit 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 require 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:  W  
Michael Gutteresen, Sr.

NOBLE ENERGY, INC.

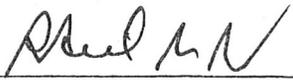
BY:   
P. David Padgett  
Attorney-In-Fact PDS  
CM

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	ABBAY D01-27	NWNE 1-3N-64W
19	ABBAY D01-28	NWNE 1-3N-64W
20	ABBAY D01-29	NWNW 1-3N-64W
21	ABBAY 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	ABBAY 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	SESW 28-3N-64W



MEMORANDUM OF AGREEMENT

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

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

On March 4, 2010, Guttersen 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 *DP*

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

The foregoing instrument was acknowledged before me this 26<sup>th</sup> 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

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 Gutteresen Ranches, LLC\*\*\*

**Township 2 North, Range 63 West, 6<sup>th</sup> 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, 6<sup>th</sup> P.M.**

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

**Township 3 North, Range 63 West, 6<sup>th</sup> 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, 6<sup>th</sup> 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, 6<sup>th</sup> 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, 6<sup>th</sup> P.M.**

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