

TEMPORARY GRANT AND SURFACE USE AGREEMENT

THIS TEMPORARY GRANT AND SURFACE USE AGREEMENT ("Agreement"), dated effective this 31st day of October, 2013, is made by and between the undersigned, Foss Dairy Farm LLLP, whose address is 32970 WCR 59, Gill, Colorado 80624 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 6 North, Range 63 West, 6th P.M.
Section 5: NWSW;

which includes the following named well(s), whether existing and currently in production or plugged and abandoned, and whether currently or previously operated by Noble or another operator: Champlin Amoco 01 #309

WHEREAS, In the absence of any other valid and existing agreement between the parties herein, Owner recognizes that Noble needs the temporary right to conduct operations on the Lands pursuant to this Agreement covering the captioned Lands. Owner and Noble further desire to minimize any surface use to the Lands and to reach an agreement regarding surface use;

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

1. Noble shall pay Owner \$10.00 Dollars as full settlement and satisfaction of all surface use, incident to, or in connection with, locating the well(s) if abandoned including excavation for access the well casing, and the surface use associated with the usual and customary reworking, maintenance, plugging and abandoning operations for the well(s).
2. Noble and Owner will mutually agree to the access Noble is to use for the duration of the Agreement. At Owner's election, Noble will stake the access road and the operations area around the wellsite prior to commencement of operations and shall maintain the fence and access road until the operation is complete.
3. 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.
4. 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.
5. Noble will perform all reclamation in accordance with the rules and regulations of the COGCC.

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

OWNER: FOSS DAIRY FARM, LLLP

By: Robin Mancis

NOBLE ENERGY, INC.

By: Joseph H. Lorenzo, Attorney-In-Fact JB