

SURFACE LEASE

This SURFACE LEASE dated as of 11-22-13, 2013 (the "Lease"), is by and between **Robert Feit and Virginia Ann Feit** whose address is 32059 CR 47, Greeley, Colorado 80631 (the "Owner"), and Noble Energy, Inc., whose address is 1625 Broadway, Suite 2200, Denver, CO 80202 ("Noble").

RECITALS

A. Owner owns approximately 160.0 acres in Weld County, Colorado more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Owner desires to lease to Noble, and Noble desires to lease from Owner, 10.917 acres (the "Leased Lands") of the Property on the terms and conditions set forth herein.

AGREEMENT

Section 1. Lease of Property. In consideration of the rents and covenants to be paid and performed by Noble and upon the terms and conditions of this Lease, Owner hereby leases to Noble and Noble hereby leases from Owner, the Property.

Section 2. Term. The term of this Lease shall commence on the date first set forth above (the "Commencement Date") and shall expire on 11-22, 2016 (the "Primary Term"). At the expiration of the Primary Term, Noble, or any successor in interest to Noble pursuant to the terms of this Lease, shall have the option to renew and extend this Lease for two (2) additional terms of (2) years (the "Secondary Terms" and, to the extent in effect, collectively with the Primary Term, the "Term") upon the same terms, covenants and conditions herein contained, Such right to extend shall be exercised by written notice from Noble delivered to Owner at least three (3) months prior to the expiration of the Primary Term or Secondary Term, as applicable.

Section 3. Rent. Noble covenants and agrees to pay Owner for the Leased Lands, in lawful money of the United States, without offset, deduction or demand fixed rent (the "Base Rent") in the amount of _____ per acre per year during the Primary and Secondary Terms. Base Rent shall be due and payable in full for the Primary Term on acceptance of this Lease by Owner, and in full for the Secondary Term upon exercise of the option by Noble.

Section 4. Use of Leased Lands. Noble's use of the Leased Lands shall be limited to the planning, construction, maintenance, repair and replacement of a Water Storage Facility (the "Facility"), and all related activities, in compliance with applicable laws.

Section 5. Use of Property. Noble's use of the Property (excluding the Leased Lands) shall be limited to the planning, construction, maintenance, repair and replacement and installation of above-ground water pipelines necessary to transport water from the Leased Lands to oil and gas locations on the Property as well as adjacent properties not owned by Owner, and all related activities, in compliance with applicable laws. In the event Noble desires to transport

water from the Leased Lands to oil and gas locations on the Property as well as adjacent properties not owned by Owner and all related activities, Noble will pay Owner _____ per linear foot as consideration for installation of above-ground water pipelines on the Property.

Section 6. Real and Personal Property Taxes/Utilities.

(a) Owner agrees to remain liable for paying all taxes associated with the Leased Lands throughout the Primary and Secondary Terms of this Lease.

(b) Noble shall pay directly to the provider of such utilities the cost of all electrical, gas, water, sewer, telephone and other utilities, if any, serving the Improvements on the Property.

Section 7. Construction of Improvements; Title to Improvements.

(a) Construction. Subject to the provisions of this Lease, Noble may (i) construct on the Property buildings, structures, roads and other improvements (“Improvements”) reasonably necessary for the Facility; (ii) make such additions, alterations, changes, and improvements in and to any Improvements now or hereafter on the Property as Noble may deem necessary or desirable; and (iii) remove, and demolish any Improvements now or hereafter constructed and erected on the Property by Noble. Noble may construct or relocate existing roads and driveways on the Property only with the prior written approval of Owner, not to be unreasonably withheld. Noble may construct fencing around the perimeter of the Property as Noble may deem necessary or appropriate to secure or enclose the same and take other security precautions if it is determined by Noble, in its sole discretion, that such fencing and/or security measures will reduce such risks of damage, death or injury without unduly burdening Owner’s use of the Property or adjacent property Owner holds any interest to. The expense for any and all Improvements authorized herein to be constructed by Noble, or other security measures taken by Noble, shall be borne solely by Noble.

(b) Work. All work desired to be done by Noble on the Property shall be done at the sole cost and expense of Noble, shall be performed in a good and workmanlike manner, free of mechanics’ and materialmen’s liens.

(c) Title to Improvements. All Improvements placed or erected upon the Property by Noble, and all personal property situated therein shall, during the term of this Lease and any extension or renewal hereof, shall vest exclusively in Noble, and Noble shall have the right at Noble’s sole discretion to remove prior to the expiration or termination of the Term any such Improvements. Upon the termination of this Lease for any reason, whether by expiration of the term or otherwise, the title to the portion of any Improvements then situated on the Property and not yet removed by Noble, including roads, gravel, road base, buildings, concrete foundations, ponds and buried pipelines abandoned in place, shall, at Owner’s option within its sole discretion forthwith vest in and be the sole property of the Owner, free of any right, title, interest, claim, or demand of the Noble, or of anyone claiming through or under Noble, provided, however, that Noble shall have the right, by written notice delivered to Owner prior to the date of such termination or expiration, to reserve title in and to any tanks, separators, dehydration units and other oilfield equipment and appurtenances on the Property, which Improvements Noble shall remove in any event no later than thirty (30) days after such date of termination or expiration and

for which purpose Noble shall retain a limited license to access the Property. If Noble fails to remove any such Improvements within such thirty (30) day period, title to such Improvements shall forthwith vest in and be the sole property of the Owner, free of any right, title, interest, claim, or demand of the Noble, or of anyone claiming through or under Noble. In the event Owner chooses not to accept title to any Improvements abandoned on the Property by Noble as described above, Noble shall, upon written notice from Owner specifying the Improvements to be removed, remove all such specified Improvements and return the Property as near as reasonably possible to the condition it was in on the date of this Agreement, including, without limitation, the grading and successful reseeded of the Property, provided that Noble shall be not be obligated to remove footers and foundations in the ground beyond an 18 inch depth. Noble shall have a limited license to access the Property to accomplish the foregoing, as necessary.

(d) Mechanic's Liens. Noble shall keep the Property and the Improvements, at all times during the Term free of mechanics and materialmen's liens and other liens of like nature arising out of Noble's actions, and at all times shall fully protect and indemnify Owner against all such liens or claims and against all attorneys' fees and other costs and expenses growing out of or incurred by reason or on account of any such liens or claims.

Section 8. Environmental Matters.

(a) Compliance with Laws. Noble shall and shall cause its agents, employees, contractors and invitees to use the Property and conduct any operations on the Property in compliance with all applicable Environmental Laws. As used herein, "Environmental Laws" means, as of the Commencement Date, any federal, tribal, state, local or foreign law (including common law), statute, rule, regulation, requirement, ordinance and any writ, decree, bond, authorization, approval, license, permit, registration, binding criteria, standard, consent decree, settlement agreement, judgment, order, directive or binding policy issued by or entered into with a any national, state, local, native, or tribal government or any subdivision, agency, court, commission, department, board, bureau, regulatory authority, or other division or instrumentality thereof pertaining or relating to: (1) pollution or pollution control, including storm water; (2) protection of human health from exposure to Hazardous Substances or protection of the environment; (3) employee safety in the workplace; or (4) the management, presence, use, generation, processing, extraction, treatment, recycling, refining, reclamation, labeling, transport, storage, collection, distribution, disposal or release or threat of release of Hazardous Substances. "Hazardous Substances" shall mean any and all hazardous or toxic substances, hazardous constituents, contaminants, wastes, pollutants or petroleum (including, without limitation, crude oil or any fraction thereof), including, without limitation, hazardous or toxic substances, pollutants and/or contaminants as such terms are defined in applicable Environmental Laws; asbestos or material containing asbestos; and PCBs, PCB articles, PCB containers, PCB article containers, PCB equipment, PCB transformers or PCB-contaminated electrical equipment (as such terms are defined in Part 761 of Title 40, Code of Federal Regulations), or any waste, substance, product, or other material which is otherwise regulated or restricted under any Environmental Law.

(b) Normal Use. No Hazardous Substances shall be generated, treated, stored or disposed of, or otherwise deposited in or located on the Property other than the normal use of

Hazardous Substances typically used by businesses engaged in the types of activities authorized by this Lease so long as such use is in full compliance with all applicable Environmental Laws.

(c) Indemnification. Noble hereby agrees to indemnify, defend and hold harmless Owner and its successors or assigns from and against any and all claims, damages or losses to which any of them may be subject arising out of or relating to Noble's failure to comply with the provisions of this Section 7.

(d) Survival. The obligations of Noble set forth in this Section 7 shall survive the Term or earlier termination of this Lease or the exercise by Owner of any of its remedies hereunder.

Section 9. Insurance. Noble shall, during the entire Term, keep in full force and effect, solely at Noble's cost and expense, all of the applicable insurance coverage set forth below:

(a) A policy of commercial general liability insurance with respect to the Property and the activities of Noble thereon, for which the limits of general liability shall be in the initial amount of _____ combined single limit, naming Owner as an additional insured. Such coverage shall include a broad form general liability endorsement.

(b) Statutory worker's compensation insurance and employer's liability insurance.

(c) Coverage for all risks of physical loss or damage insuring the full replacement value of all Improvements and all fixtures and equipment located upon or used in the operation of such Improvements.

Section 10. Casualty. If the Facility or Improvements, if any, or any portion thereof, shall be damaged or destroyed by fire, casualty or the elements, this Lease shall continue in full force and effect, without any abatement of or reduction in the Base Rent payable hereunder.

Section 11. Condemnation. In the event that all or a part of the Property is taken by eminent domain or conveyed in lieu of eminent domain, if the Property cannot reasonably be used by Noble for their intended purpose (a "Total Taking"), then this Lease will terminate effective as of the date that the condemning authority shall take possession of the same. In the event of a taking which does not prevent Noble from using the Property for their intended purposes (a "Partial Taking"), this Lease shall not terminate but shall continue in full force and effect without modification to Base Rent or other obligations hereunder. In the event of either a Total Taking or a Partial Taking, Owner shall be entitled to retain all portions of any condemnation award except to the extent expressly allocated to the value of the Improvements or Noble's leasehold estate, and Noble shall be free to seek such separate condemnation award for Noble's interest in the Improvements or leasehold estate as Noble deems to be appropriate.

Section 12. Assignment and Subletting. Noble shall not assign (in whole or in part), or otherwise encumber this Lease, nor sublease all or any part of the Property, without Owner's prior consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Noble shall have the right during the Term hereof to enter into subleases, licenses or similar occupancy agreements with operators and other parties engaged in activities related to

Noble's operations on the property, without the necessity of obtaining Owner's prior consent, provided that any such sublease, license or similar occupancy agreement shall be subject and subordinate to the terms and conditions of this Lease and Noble shall indemnify Owner to the extent of any injuries suffered by Owner in connection therewith

Section 13. Quiet Enjoyment.

(a) Noble, upon paying the Base Rent and all other sums and charges to be paid by it under this Lease, and observing and keeping all covenants, warranties, agreements, and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Property during the term, without hindrance or molestation by anyone claiming through or under Owner, subject to all liens, encumbrances, easements, restrictions and other matters of title as of the date hereof (the "Permitted Exceptions").

(b) Owner represents and warrants to Noble that it has fee simple title to the Property, free and clear of all liens, encumbrances, easements, restrictions and any other matters or defects other than the Permitted Exceptions, and the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by it hereunder.

Section 14. Defaults.

(a) The following events (each an "Event of Default") shall constitute defaults on the part of the Noble with respect to its obligations hereunder:

(1) The failure to pay any amount due hereunder when the same shall become due, and the continuance of such failure for a period of thirty (30) days after written notice of such default has been given by Owner to Noble.

(2) The failure to observe or perform any of the other material covenant, agreement, or obligation herein contained on the part of Noble to be observed and performed, and the continuance of such failure for a period of thirty (30) days after written notice thereof has been given by Owner to Noble or, if such failure, because of its nature, cannot be cured completely within thirty (30) days, the failure to commence the correction of such failure within such thirty (30) days or the failure to diligently prosecute the correction of such failure.

(b) Upon the occurrence or existence of an Event of Default, Owner may at any time thereafter while such Event of Default continues:

(1) Give a written termination notice to Noble, and upon the date specified in such notice, the Term of this Lease shall expire and terminate, and all rights of Noble under this Lease shall cease without the necessity of reentry or any other act on Owner's part. No act by or on behalf of Owner, such as entry of the Property by Owner to perform maintenance and repairs and efforts to relet the Property, other than giving Noble written notice of termination, shall terminate this Lease. Upon any termination of this Lease, Noble shall quit and surrender to Owner the Property in accordance with this Lease. Noble shall have (30) days from date of termination to remove all facilities and equipment and shall remain liable for returning the Leased Lands to their condition as practicable prior to construction operations.

(2)

Section 15. Force Majeure. In the event that Owner or Noble shall be delayed in, hindered in, or prevented from the performance of, any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 16. Notice. Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless same shall be in writing and personally delivered or sent postage prepaid by United States registered or certified mail, return receipt requested, addressed to the other party as follows:

As to Owner: Robert Feit and Virginia Ann Feit
 32059 CR 47
 Greeley, CO 80631

As to Noble: Noble Energy, Inc.
 1625 Broadway, Suite 2200
 Denver, CO 80202
 Phone: 303-228-4062
 Attn: Wattenberg Land Manager

Either party to this Lease may from time to time change its address for receipt of notice and other communications by giving notice to the other party in writing and in accordance with the procedure set forth above in this Section.

Section 17. Certificates. Either party shall without charge at any time and from time to time, within thirty (30) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (i) whether this Lease has been supplemented or amended and if so the substance of the supplement or amendment; (ii) whether the Lease is in full force and effect; (iii) whether any default exists under this Lease; (iv) whether any offsets, counterclaims or defenses exist; (v) the commencement and expiration dates of the Term; and (vi) with respect to any other matters reasonably requested. Any certificate may be relied upon by the party requesting and receiving it.

Section 18. Governing Law. The terms and conditions of this Lease shall be governed, interpreted, constructed, regulated and enforced by the laws of the State of Colorado.

Section 19. Partial Invalidity. If any term, covenant, condition or provisions of this Lease or the application thereof to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is held invalid or

unenforceable shall not be affected and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 20. Entire Agreement. No oral statement or prior written matter shall have any force or effect. Noble agrees that it is not relying on any representations or agreements other than those contained in this Lease.

Section 21. Parties. Except as herein otherwise expressly provided the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Owner, Noble and their respective successors, administrators, heirs and assigns.

Section 22. Recording. Upon the mutual execution and delivery of this Lease, Noble shall have the right to record a Memorandum of this Lease in the Clerk and Recorder's Office of Weld County, Colorado.

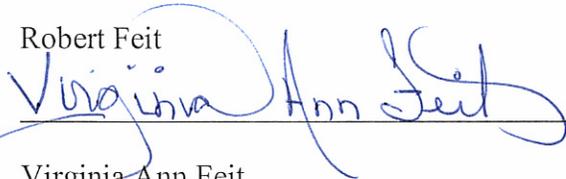
Section 23. Voluntary Termination Right. Notwithstanding anything to the contrary in this Lease, Noble shall have the right at any time to terminate this Lease upon not less than six (6) months prior written notice, whether in the Primary or Secondary Term, to Owner. Upon the date of termination specified in such written notice from Noble, this Lease shall terminate and the parties shall have no further rights or obligations hereunder, except as expressly survive expiration or termination hereof.

[signatures appear on next page]IN WITNESS WHEREOF, the parties hereto have hereunder set their hands as of the day and year first-above written.

OWNER:



Robert Feit

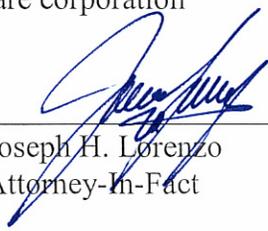


Virginia Ann Feit

NOBLE:

Noble Energy, Inc.,
a Delaware corporation

By:



Joseph H. Lorenzo

Its:

Attorney-In-Fact

RA
RL

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

2013 The foregoing instrument was acknowledged before me this 22nd day of November
~~2012~~, by Robert Feit.

CJE Witness my hand and official seal.

My commission expires: May 21, 2017



(SEAL)

Carla J. Engels
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

2013 The foregoing instrument was acknowledged before me this 22nd day of November,
~~2012~~, by Virginia Ann Feit.

CJE Witness my hand and official seal.

My commission expires: May 21, 2017



(SEAL)

Carla J. Engels
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 11th day of December 2012, by Joseph H. Lorenzo as Attorney-In-Fact of Noble Energy Inc..

Witness my hand and official seal.

My commission expires: 10/19/2015

[Signature]
Notary Public

(SEAL)



EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Township 6 North, Range 65 West, 6th P.M.

Section 23: SE/4

Weld County, Colorado

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 23, MONUMENTED AT THE EAST END AT THE SOUTHEAST CORNER BY 2.5" ALUMINUM CAP-ILLEGIBLE AND MONUMENTED AT THE WEST END AT THE SOUTH ONE-QUARTER CORNER BY A 2.5-INCH ALUMINUM CAP STAMPED "LS9644" WITH THE LINE ASSUMED TO BEAR S89°15'54"W.

COMMENCING AT SAID SOUTHEAST CORNER OF SECTION 23; THENCE N51°58'16"W, 1967.47 FEET TO THE **POINT OF BEGINNING**;

THENCE N40°03'33"W, 491.43 FEET;
THENCE N63°16'14"W, 292.07 FEET;
THENCE N00°00'00"E, 830.24 FEET;
THENCE N89°15'09"E, 50.05 FEET;
THENCE S60°36'14"E, 60.65 FEET;
THENCE N89°54'37"E, 55.16 FEET;
THENCE N43°16'00"E, 109.17 FEET;
THENCE N86°55'51"E, 144.31 FEET;
THENCE S08°09'35"E, 1410.20 FEET TO THE **POINT OF BEGINNING**,

CONTAINING A CALCULATED AREA OF 475,555 SQUARE FEET OR 10.917 ACRES.

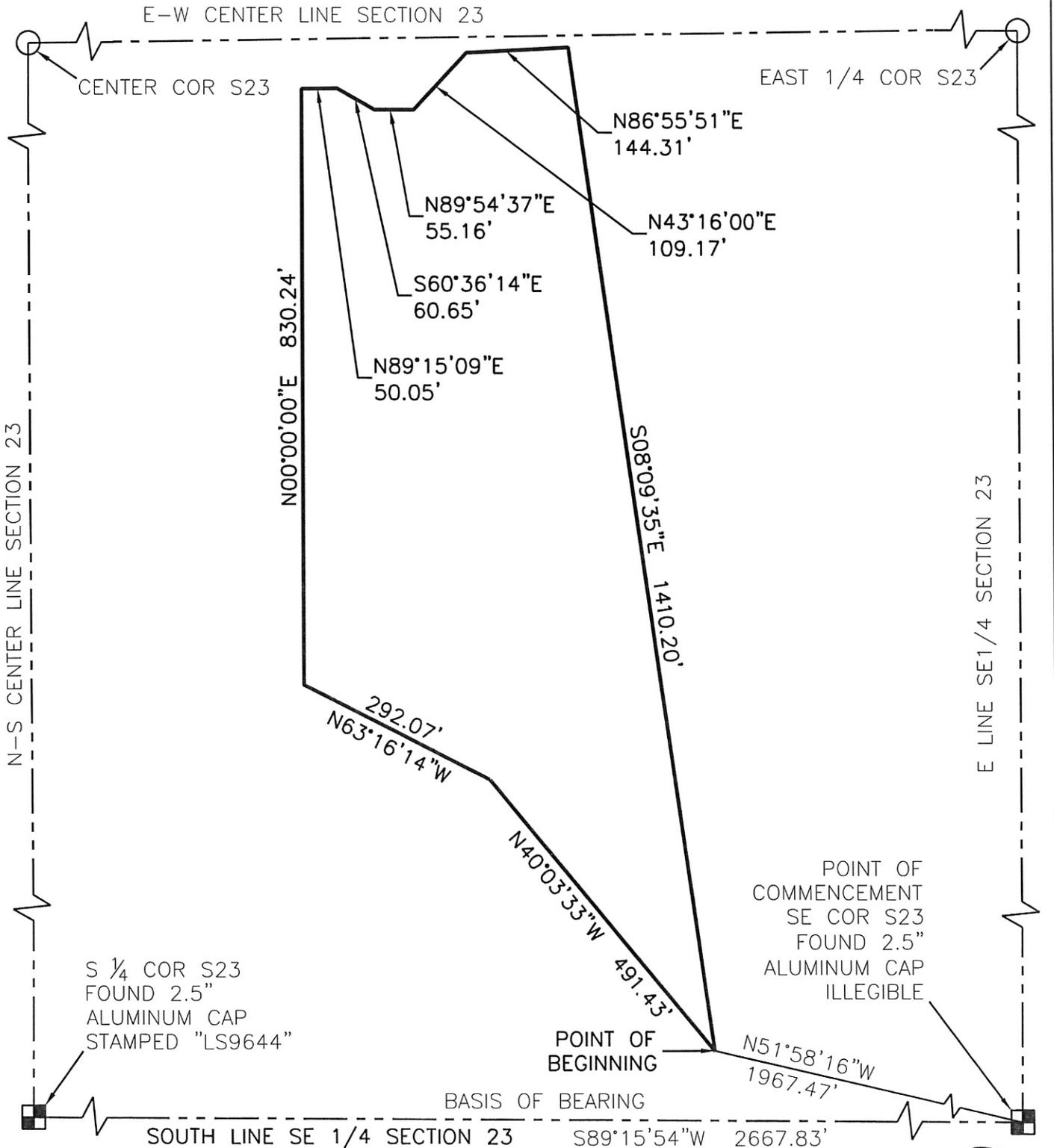


ANTONIO W. SMITH PLS #38320
FOR AND ON BEHALF OF
R&R ENGINEERS-SURVEYORS, INC.
710 WEST COLFAX AVE.
DENVER, COLORADO 80204
JOB #: NE12383
DATE: 10/21/13

EXHIBIT A

RELiance E23-66-1HN WATER STORAGE TANKS PAD
 THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY

SECTION: 23
 TOWNSHIP: 6N
 RANGE: 65W



S ¼ COR S23
 FOUND 2.5"
 ALUMINUM CAP
 STAMPED "LS9644"

POINT OF
 COMMENCEMENT
 SE COR S23
 FOUND 2.5"
 ALUMINUM CAP
 ILLEGIBLE

POINT OF
 BEGINNING

BASIS OF BEARING

PARCEL CONTAINS 475,555 SQ. FT. OR 10.917 ACRES

NOTE
 THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR
 INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

