

MAR 26 2014



1888 Sherman Street, Suite 200
Denver, CO 80203
O: 303-825-2324

March 17, 2014
Noble Energy, Inc
1625 Broadway, Denver CO 80202

RE: **COGCC Rule 318A.m. Minimum Intrawell Distance**
Hiner 36NC-18W Well: NE ¼ Sec 36-T6N-R67W, Weld County, Colorado
Hiner 36NB-19W Well: NE ¼ Sec 36-T6N-R67W, Weld County, Colorado

Extraction Oil & Gas, LCC ("Extraction") is applying to the Colorado Oil and Gas Conservation Commission ("COGCC") to drill the above referenced wells at the described locations. As currently planned the above mentioned wells are within 150 feet of the below mentioned.

1. Flatirons I #36-4 (API: 05-123-21930), 90 feet offset from Hiner 36NC-18W
2. Flatirons #1-36, (API: 05-123-11321), 115 feet offset from Hiner 36NB-19W

COGCC rule 318A.m stipulates that no lateral shall encroach within 150 feet from an existing wellbore, unless the operator of the existing wellbore waives this requirement.

Per COGCC rule 318A.m Extraction is requesting operator approval for waiver of said rule for the existing Flatirons I #36-4 and Flatirons #1-36 wellbores. Should you find this acceptable please indicate by executing this waiver and returning to my attention. Please contact the undersigned at 720-382-2696, or jtonello@extractionog.com with any questions.

Sincerely,

John Tonello

Production Manager, Extraction Oil & Gas, LLC

Gerald T. Sullivan
I, Sr. Land Negotiator Adviser, acting as self, officer, agent or employee of Noble Energy, Inc., operator of the above described existing wellbores, with full power to execute the following, do hereby grant Extraction Oil & Gas LLC a waiver of COGCC Rule 318A.m granting that these wells may be drilled as planned.

Signed Gerald T. Sullivan this 21st day of March, 2014 CS N^oC

150 ft Waiver –Stipulations to Agreement

Liability:

Notwithstanding anything contained to the contrary in any Joint Operating Agreement entered into by Noble Energy, Inc. (Vertical Operator) and Extraction Oil & Gas (Horizontal Operator) covering the Hiner 36NC-18W and Hiner 36NB-19W wells, any damage caused to the Flatirons I #36-4 well (API No. 123-21930) or the Flatirons #1-36 well (API No. 123-11321) by the drilling of the JZM 27N-3HZ well shall be the sole responsibility of Extraction Oil & Gas, and as between Extraction Oil & Gas and Noble, Extraction Oil & Gas agrees to accept sole liability and indemnify, defend and hold Noble harmless for such damage.

Responsibilities & Costs:

The Horizontal Operator will determine if cased well directional surveys need to be performed on the vertical wells in question. If required, the work will be executed by the Vertical Operator on a schedule mutually agreed to by the Vertical Operator and the Horizontal Operator. A flat rate fee of \$15,000/well will be charged to the joint account of the subject horizontal wellbore for gyro surveys for all vertical wells within 150' of the horizontal wellbore that require gyro surveys.

Technical Research:


The Horizontal Operator will be responsible for technical review and risk assessment of conducting horizontal operations near said vertical wellbores. This review will include consideration of vertical wellhead pressure ratings, collision risk, and wellbore cement and general integrity including surface casing depth. Horizontal Operator's execution hereof shall serve as Horizontal Operator's request for all pertinent well data from the Vertical Operator.

Timing:

At least 30 days prior to the horizontal well spud date and at least 60 days prior to its completion date, the Vertical Operator shall be notified. The purpose of this notification is to ensure that Vertical Operator equips the vertical wells for monitoring. In heavy agricultural use areas, additional time may be required to plan and access wellheads.

Election: Signed this 21st day of March, 2014.

Horizontal Operator agrees to the Stipulations set forth above: _____

Vertical Operator agrees to the Stipulations set forth above: 
Gerald T. Sullivan
Sr. Lead Negotiator Advisor

CS MC