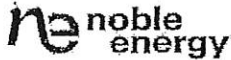


2115 117th Avenue
Greeley, CO 80634

Tel: 970.304.5000

Fax: 970.304.5069

www.nobleenergyinc.com



Land Department

October 28, 2014

Wells Fargo Bank, National Association
Conservator of the Betty J. Castor Conservatorship
1740 Broadway Street, MAC-C7300488
Denver, Colorado 80202

Re: **BEST 1 (05-123-05735), BEST 1 (05-123-19652)**
Request for Approval to Re-Enter and Re-Plug
Township 9N, Range 58W
Section 1: W/2
Weld County, CO

Dear Mr. Tobin:

On June 20, 2013, the Colorado Oil and Gas Conservation Commission (COGCC) enacted a new policy requiring that all operators of horizontal wells completed in the Niobrara Shale formation (the "Formation") to review the completion records for any well that penetrated the Formation that is located within fifteen hundred feet (1,500') of the anticipated bore hole of any such horizontal well.

In accordance with this COGCC policy Noble has evaluated the above captioned well(s) and has determined that it is necessary to re-enter and re-plug the well(s) in order to be adequately isolated from horizontal wells.

As such, Noble requests that you, the surface owner of the lands described above, grant Noble permission to re-enter and re-plug the well. Upon completion, Noble will reclaim the disturbed well sites, as well as the access road at the earliest opportunity.

Thank you for your cooperation in this matter. If you have any questions or concerns, please feel free to contact me at the numbers listed on the enclosed business card.

Sincerely,

NOBLE ENERGY, INC.

By: 

Tyler Beavers

OWNER: WELLS FARGO BANK, NATIONAL ASSOCIATION AS CONSERVATOR OF THE BETTY J. CASTOR CONSERVATORSHIP

By: 

Steven W. Tobin, Assistant Vice President

Exhibit "A"

Township 9 North, Range 58 West, 6th P.M.

Section 1: W/2

Weld County, CO



EXHIBIT B
ADDITIONAL CONDITIONS, PROVISIONS, AND/OR STIPULATIONS
REGARDING APPROVAL TO RE-ENTER & RE-PLUG 2 OIL & GAS WELLS IN
W/2 SECTION 1, TOWNSHIP 9N, RANGE 58 W PROPOSAL DATED 10/28/14

- I) NOBLE ENERGY (Grantee) to notify Wade Castor (surface/pasture tenant) prior to road access/drilling activity, to coordinate all activities in order to avoid any surface use conflicts.
- II) Grantee will only access "road access/drilling area" as detailed on Exhibit "A"
- III) Any additional acreage added to legal description listed above requires the written approval from Grantor.
- IV) Permission granted by Betty J. Castor Conservatorship, Wells Fargo Bank N.A. as Conservator (Grantor) to Grantee to conduct road access/drilling operations as described in attached drilling request shall expire by February 1, 2015.
- V) Grantor isn't liable for what livestock, individuals or other vehicles do to any equipment used by Grantee during operations. All equipment used/installed during operations will be removed, surface reclaimed to conform nearly as practical with adjacent terrain as it existed prior to surface disturbance to satisfaction of Grantor within 60 days after operations terminate. Grantee will remove any debris, arising out of operations.

GRANTEE SHALL INDEMNIFY AND HOLD LANDOWNER
(GRANTOR) HARMLESS FROM AND AGAINST ANY AND ALL
CLAIMS AND LIENS RESULTING FROM GRANTEE'S ACTIVITIES
HEREUNDER, INCLUDING LIENS FOR LABOR OR MATERIALS
FURNISHED TO GRANTEE

- VI) The effectiveness of this agreement is expressly conditioned on Grantee paying to the Betty J. Castor Conservatorship, the following consideration amount which is based on [REDACTED] (2 drilling sites are limited to .23 acre each and road access is limited to 1.36 acres as detailed on Exhibit "A"). The total consideration due is: [REDACTED]. The Grantee shall further compensate the Grantor for all damages above and beyond normal wear and tear that may have occurred as a result of this road access/drilling area surface damage.
- VII) If Grantee negotiates a surface access fee with another surface owner, prior to the expiration of this agreement set above in Paragraph IV), in excess of the above \$/acre amount, Grantee will promptly notify Grantor in writing and include an additional payment of the difference of the surface access fees. Grantee acknowledges and agrees that Wells Fargo Bank N.A. has executed this Agreement, not personally, but solely as Conservator of the Betty J. Castor Conservatorship. The agreements of Grantor contained herein shall only be enforceable against the property for the payment of any claims hereunder. By executing this Agreement, Grantee hereby waives any claim or

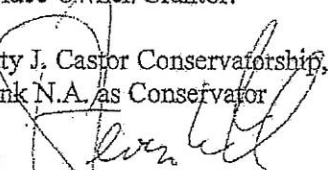
any right to proceed for the enforcement of any of its rights hereunder against Wells Fargo Bank N.A. in its individual capacity or against its officers, directors, employees, agents and shareholders.

VIII) This agreement, along with all of the terms and conditions, shall expire on February 1, 2015.

IX) All communication/payments should be sent to the following address:
Betty J. Castor Conservatorship
Wells Fargo Bank N.A as Conservator
1740 Broadway Street, C7300-488
Denver, CO 80274

Surface Owner/Grantor:

Betty J. Castor Conservatorship, Wells Fargo
Bank N.A. as Conservator

By: 
Steven W. Tobin, AVP
TAX ID #524-36-9852

Date: 11/5/14

Grantee:

Noble Energy

By: 

ACTIVE IN FACT SENT

Date: 11/6/14